

CERTIFICATION AGREEMENT



This agreement (hereinafter referred to as "Agreement") has been entered United Arab Emirates laws between the Client and THE Q Quality Certificates Issuing Services.

Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between THE Q, any affiliated companies of THE Q to any person applying for certification services (the "Client") shall be governed by these Agreement.

The Client (hereinafter referred to as "Client") and THE Q Quality Certificates Issuing Services (hereinafter referred to as "Certification Body").

First and Second Party mentioned above together are hereinafter, referred to as "Both Parties".

The purpose of this agreement is to define the terms of the alliance. Thereby it is agreed as follows:

ARTICLE 1: Scope of Certification

The client agrees to mention the scope of certification in the application form upon the application stage. Thereby agrees to complete and adhere to the requirements of the applicable scheme and standards of the applied scope.

ARTICLE 2: Responsibilities and Obligations

2.1 Client Responsibilities: Client accepts and undertakes to:

- 2.1.1 Provide all documents and records which are required during certification activities including any changes communicated from THE Q during and after certification process.
- 2.1.2 The certified products manufactured and supplied by him as specified in the certificate and based on this agreement, will comply with the requirements related to the certification process adopted by THE Q including the schemes and standards.
- 2.1.3 The products for which the certificate is granted will be produced to the same specifications as the sample that the certification body found by review to be in compliance with the regulations. The client shall immediately inform the certification body of any changes to the certified product.
- 2.1.4 Make all necessary arrangements needed by THE Q to conduct evaluation, surveillance including having access to all locations, equipment, personnel, clients and subcontractor's documentation and information. In addition to allowing the Inspection Team access to Client departments related with applicable certification scheme and to arrange at least one personnel for guiding Inspection Team during inspection, and to answer all questions of Inspection Team, during inspection within the scope of the application. Lastly, accept receiving observers on the audit process by official accreditation bodies or by THE Q during the inspection whenever requested.
- 2.1.5 Not to use its product certification in such a manner as to bring THE Q into disrepute and does not make any statement regarding its product certification which THE Q may consider misleading or unauthorized. Additionally, if certification suspended, withdrawn, or terminated, client discontinues the use of THE Q Mark of Certification or any reference thereto on all his advertising matters, and takes action as required by THE Q.
 - If client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
 - In referring to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of THE Q or as specified by the certification scheme.
- 2.1.6 Comply with any requirements that may be prescribed in the certification scheme that relate to the use of marks of conformity,

and on information related to the product. Furthermore, clients cannot make claims regarding certification which is not consistent with the scope of certification.

- 2.1.7 Bear responsibility to all complaints raised against him either directly to client or indirectly either to THE Q knowledge or the scheme owner and bear all costs resulting of this complain including re inspection and retesting, etc. Furthermore, client must keep record of all complaints made known to the client relating to the compliance with certification requirements and to make these records available to THE Q when requested with the appropriate action taken to handle such complaints and any deficiencies found in products that affect compliance with the requirements for certification.
- 2.1.8 Inform THE Q without delay of changes that may affect its ability to conform with the certification requirements.
- 2.1.9 Not to give the inspection reports to third persons without permission by THE Q.
- 2.1.10 Accept to provide without delay, additional samples whenever requested by Certification Body, which are not previously mentioned in case of need. (This includes either additional unit from same selected sample or new samples identified by Certification body for more verification).
- 2.1.11 Bear cost of all financial requirements related to the certification process including the different inspections that might take place, including the un-announced visits that might be made by certification body to ensure proper compliance by client.
- 2.1.12 If any modification (reduction or alteration) in scope of certification, happens due to THE Q decision followed by surveillance visit or due to changes affecting certification done by client, client always commits to use the last updated and approved scope of certification in all his related activities. Client agrees not to promote any of the reduced scope of certification and to make needed amendments in all official announcements and advertising materials used by him to match the latest scope of certification.
- 2.1.13 Shall not translate the certificate and/or test reports to other languages without prior review and consent from the certification body.
- 2.2 Certification Body Responsibilities:
THE Q is responsible for:
 - 2.2.1 Completing the various steps of the certification activities, including reassessment, assessment, issuance of certificate, surveillance, and recertification.
 - 2.2.2 Storing all information and documents according to confidentiality and security rules by its personnel and experts.
 - 2.2.3 Assure that THE Q Inspection/Audit team will not give any information and documents related with the Client to third persons, except for legal necessities by force of law, without getting permission from the Client.
 - 2.2.4 Inform the client on the specified information belonging to client that will be displayed for sharing with public in any possible means by THE Q (website, etc.).

The information are as follows:

1. Client (Company)
2. Details (Name, Address)
3. Country
4. Scope of Certification
5. Type of Certification (Process/ Products)
6. Certificate of Conformity No.
7. Certificate Issuance Date
 - a. COC Expiry
 - b. Products Listing
 - c. Status of certification (Valid, Suspended, Withdrawn)

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ARTICLE 3: Fees

Fees related to the activities under the scope of this agreement will be charged according to the information which are published in THE Q website: THE Q Audit and Certification Schedule of Fees Q-REC-46.

The client shall pay to the certification body fees as defined in the current schedule produced by the certification body. In the case where the certification program includes an annual fee, the client agrees to pay the fee on or before the due date in order to extend the certification an additional year. There is no prorated fee or refund for partial year renewals.

ARTICLE 4: Validity of Contract

The agreement is valid till the expiry of the certificate of conformity issued by THE Q.

ARTICLE 5: Limitation of Liability and Indemnity of Certification Body

- 5.1 THE Q will take all necessary measurement to pay all due care and skill in the performance of the services and accepts responsibility in cases of proven gross negligence.
- 5.2 Nothing in these General Conditions shall exclude or limit THE Q liability to the Client for death or personal injury or for fraud or any other matter resulting from negligence for which it would be illegal to exclude or limit its liability.
- 5.3 Total liability to the Client in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an equal to the fees paid to Certification Body under this Contract, the commitment to this liability responsibility is valid for one year after the date of Certification Body completing performing the service.
- 5.4 No liabilities due on Certification Body side towards the client:
 - (a) For any loss, damage or expense arising from (i) a failure by Client to comply with any of its obligations herein (ii) any actions taken or not taken based on the Reports or the Certificates; and (iii) any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information provided to certification body;
 - (b) For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation product liability claims) that may be suffered by the Client; and
 - (c) Any indirect or consequential loss or damage of any kind (whether falling within the types of loss or damage identified in (b) above).

ARTICLE 6: Confidentiality

Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering or performing this Agreement, and that shall be in accordance with the provisions of the applicable laws in the United Arab Emirates.

ARTICLE 7: Notices

Any notices given under this Agreement must be in writing and must be sent by registered mail to the address set out hereinabove.

Should any provision of this Agreement be or become invalid, the validity of the other provisions shall not thereby be affected.

ARTICLE 8: Governance

This Agreement shall be governed and construed in accordance with the applicable laws in UAE.

ARTICLE 9: Disputes

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the certification body. By signing this agreement, client acknowledges, recognizes, and accepts the procedures of handling complaints and appeals (Q-SOP-07) available on THE Q Website/ Publicly available information.

ARTICLE 10: Surveillance

The certification body conducts post-market surveillance on client's compliance with his obligations.

The client agrees to have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by the certification body for post-market surveillance testing.

Furthermore, to preserve the Certification, Client accepts that THE Q conducts on site surveillance visits (at least once a year during the period of certification validity) in accordance with the type of tests and frequency as specified in the related schemes and applicable standards.

THE Q retains the right of establishing where product tests must be performed (Customer's facilities or an external laboratory).

Client accepts to:

- a) Provide THE Q with samples of the Product under surveillance audits according to a sampling plan specified in the applicable standard or given by THE Q.
- b) Send the samples to the external laboratory if needed and to bear the related expenses.

If the Customer refuses the visit of the Inspectors and/or the tests on samples without convincing reasons, the certification will be suspended.

The client undertakes to keep at the disposal of THE Q and its inspectors during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the possible corrective actions started.

Surveillance terms and conditions:

THE Q conducts post-market surveillance on client's compliance with his obligations, the client agrees to have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by the certification body for post-market surveillance testing.

Furthermore, to preserve the Certification, Client accepts that THE Q conducts on site surveillance visits (at least once a year during the period of certification validity) in accordance with the type of tests and frequency as specified in the related schemes and applicable standards.

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THE Q retains the right of establishing where product tests must be performed (Customer's facilities or an external laboratory).

NOTES:

- During Surveillance, Client shall:
 - Provide THE Q with samples of the Product under surveillance audits according to a sampling plan specified in the applicable standard or given by THE Q.
 - Send the samples to the external laboratory if needed and bear the related expenses.
- If the Customer refuses the visit of the Inspectors and/or the tests on samples without convincing reasons, the certification will be suspended.
- The client shall keep at the disposal of THE Q and its inspectors, during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the possible corrective actions started.
- While performing the surveillance, the following issues are always considered:
 - Non-conformities reports raised during the first certification audits (Pre-Assessment and Actual Assessment) during surveillance THE Q shall make sure whether these non-conformities are effectively closed.
 - Organizational, document and process/plant changes compared with the previous audit.
 - Appeals and complaints against client.
- Upon completion of the corrective actions, the same flow of activities is being followed for the surveillance visits (Evaluation, revision, decision).
- THE Q communicates the decision taken within 10 working days from the date of completing the corrective actions raised during the Surveillance Audit by client.
- If the results of the surveillance do not allow the license to be maintained, THE Q shall promptly inform the Customer with reasons and when pending non-Conformities exist, THE Q establishes for each case a maximum deadline of 60 days to solve such non-conformities.
- When this period above expires without any action by client, the same procedure of suspension/withdrawal of certificates is being followed. Certification cannot be confirmed to be valid again until the solutions and the corrective actions due to possible Critical Non-Conformities will be effectively closed.
- Supplementary audits: Supplementary surveillance audits with intervals of less than 12 months can be required by THE Q if Critical non-conformities are found. These inspections will be charged to the Customer according to the Price List in force at the inspections' dates.

Furthermore, if THE Q should receive notifications regarding complaints, non-conformities or discrepancies regarding the product conformity or the reliability, THE Q has the right to conduct a Supplementary inspection to verify the maintenance of compliance with the normative documents and applicable standards which were initially assessed.

These notifications may be received also by other Accreditation Bodies and, in this case, auditors from these bodies may accompany THE Q auditors, and the Customer cannot oppose this (please refer to certification agreement terms and conditions). The Supplementary visits may be carried on without any notice. If

the Customer should refuse that THE Q carries on these verifications, THE Q certification will be immediately suspended. The costs of sampling, tests and visits have always to be paid by the Customer.

ARTICLE 11: Changes done by client affecting certification/ Information on modifications or changes in production.

In the case of changes affecting certification occur from client side, client is obliged to immediately inform certification body on any of the below mentioned changes:

- Any intended modification in the product, its design, its packaging materials, the manufacturing process or the quality management system controlled by the specific certification program.
- Change or Modification in key personnel appointment or position, such change will affect the product intended for certification due to the interference of those personnel in production or manufacturing of the products.
- Any change concerning specification of the certified product, whether it is a change in the composition (removing or adding new raw materials), modification of production process, changes of manufacturing site, changes in the label (content, color or packaging materials) and any other change that is considered to affect certification.

THE Q shall be informed by the Client for any changes to assess whether these can affect the certification.

ARTICLE 12: Complaints Handling by Client

The client shall keep records and upon request report to the certification body any complaints regarding those aspects of the products covered by the certificate. The client shall take appropriate action with to respect such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification. The client shall keep records of such action.

Furthermore, clients are required to maintain records detailing all complaints from their customers indicating that they have investigated the problem, assigned responsibilities, completed corrective actions, and made suitable responses to their customers. These records must be available for THE Q review at each assessment, surveillance, or reassessment visit.

In addition, if any complaint is received by the client of THE Q client or any interested party where it is necessary to visit the client's premises then client shall make all necessary arrangement and demonstrate the actions taken on such complaints.

ARTICLE 13: Publicity

The client has the right to publish that it has a certificate for the product to which the certificate applies.

Among other methods, the certification body will publicize its authorization of certifying compliance of client's product(s) to an applicable standard at the certification body's web site or remove such authorization from such website upon cancellation of this agreement.

ARTICLE 14: Suspension/Withdrawal/Cancellation of Certificate

Certification body can revoke the certificate in case of failing to comply with this agreement and its terms and conditions and the

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terms of certification body. The certification body can notify the client that it is withdrawing the certificate at any time after its issue.

ARTICLE 15: Subcontracting

The client agrees to permit elements of the certification process to be performed by a subcontractor authorized by the certification body.

ARTICLE 16: Expiration Period for Pending Applications

The client agrees that the applications for certification that are pending for more than 180 calendar days from the date it was received (due to identified deficiencies in the application package), will be closed and terminated. If the client desires to continue the certification process after the application has been closed, it agrees to submit a new application package with fees applicable to a new application.

Furthermore, a specific period is allowed for taking actions on non-conformances of certification/surveillance/recertification audit as follows:

90 Days for Corrective actions in Certification assessment

60 Days for Corrective actions for Surveillance/Re-certification assessment.

60 Days for suspension of certificate (with one final extension to 30 days if client provides convincing justification for extension), Total of 120 Days period for Surveillance and recertification corrective actions provision by client.

ARTICLE 17: Authorization

Client hereby gives the permission to THE Q and its staff to perform audits for all required departments and agrees to fulfill payment of all related cost for the certification process, and THE Q may start exchanging information and visits once this agreement is signed. This statement shall be considered as authority to execute the certification as agreed in this agreement.

ARTICLE 18: Control the Use of Certification Mark

The client acknowledges, recognizes and accepts terms and conditions for the use of Mark of Conformity including specifications, Types of Breach/ Misuse of certification license& Disciplinary Actions and Liabilities, and the Procedure of Control the Use of THE Q License, Certificate, and Mark of Conformity (Q-SOP-01) available on THE Q Website/Publicly available information.

ARTICLE 19: Non-Disclosure Provisions

1. The following terms as used in this Agreement are defined as follows:

- A. "Information" shall mean the existence of the Investigation, and any information which the THE Q may provide to the Client during the provision of the services (including any information relating to THE Q and its business), whether oral, written, machine-readable or any other form, which shall be identified at or about the time of disclosure as "CONFIDENTIAL" or which by the nature or type of information should reasonably be regarded as confidential. The term "Information" shall also refer to the following information which may be provided by THE Q to the Client or vice versa in connection with the Investigation: proprietary data or software,

development, marketing, and sales information relating to the products or services (actual or contemplated) of THE Q, marketing plans, strategic plans, financial statements, and such other information as THE Q may provide to Client in connection with the Investigation. The Information to be disclosed to Client shall be at the sole discretion of THE Q.

2. Client agrees that all Information received by the Client will be treated as confidential to the Information which:
- Is generally available to the public, through no fault of Client or any affiliated party, and without breach of this Agreement.
 - Is already in the possession of Client, without restriction and prior to any disclosure hereunder.
 - Is or has been lawfully disclosed to Client, by a third party without obligation of confidentiality upon Client; or
 - Was developed by employees or agents of Client independently and without reference to any Information or other confidential information that THE Q had disclosed in confidence to any third party.
3. Client agrees:
- To treat the Information as confidential using the same degree of care used by Client to protect Client's own confidential information, but in any event not less than a reasonable degree of care;
 - Not to make public, or authorize any disclosure or publication of the Information, except as expressly permitted in writing by THE Q;
 - To take all reasonable steps to ensure that all principals, officers, agents, employees, representatives, or any other persons affiliated in any manner with Client do not disclose, or make public, or authorize any disclosure or publication of any of the Information, and to enforce this Agreement.
 - To disclose the Information only to Client's employees and agents whose responsibilities or services they render to the Client require them to know or have access to the Information in connection with the Investigation.
 - Expected from the above, government authorities like accreditation bodies and scheme owners involved in approving the client in the position as Conformity Assessment body, thus requiring getting documents of the clients disclosed to these bodies to evaluate the whole certification process. Such Accreditation bodies are neutral bodies.
 - Not to use the Information for any purpose other than for the purpose of the Investigation.
 - To advise THE Q in writing of any misappropriation or misuse by any person of Information as soon as Client becomes aware of such misappropriation or misuse; and
 - Upon THE Q's written request, promptly return to THE Q or destroy all Information in the possession or control of Client.
4. Each party represents it has all right and title (or license) to disclose the Information disclosed by it in connection with this Agreement and that any such disclosure shall not breach any agreement with any third party. The Agreement shall not restrict the parties from publicly releasing their own Information, or otherwise providing their own Information to third parties. In addition, nothing in this Agreement is intended to grant any licenses or other rights under any patent, copyright, trademark or service marks of THE Q.
5. All documents or other media containing Information and all reproductions thereof (whether delivered to the Client by THE Q,

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reproduced by Client or generated by Client itself) shall always remain subject to the terms of this Agreement. In the event THE Q, at any time, requests the return of the Information, Client will promptly deliver to THE Q the Information in Client's possession or control, without retaining any copies thereof, and will continue to be bound by the terms of this Agreement.

6. All types of Information concerning the THE Q, its suppliers and its products or any other information obtained from sources other than the THE Q (e.g. complainant, regulatory bodies, other clients) is treated as confidential and is accessible to only Client's authorized personnel. Similar terms of confidentiality apply on such information as well.
 7. The parties to this Agreement each acknowledge that they may be engaged now or in the future in a business or activity like or competitive with that of each other and that they shall in no way be restricted by the terms of this Agreement from engaging in such business activities, except that each party shall be bound by its agreements herein as they relate to Information of the other party.
 8. Client admits for all purposes that any violation of this Agreement may constitute an irreparable injury to THE Q for which monetary damages provide an inadequate remedy, and agrees that, in addition to all other rights provided by law to which THE Q shall be entitled, THE Q may have the right to have an injunction or equivalent remedy issued against Client to prevent Client from violations or further violations of this Agreement.
 9. This Agreement is binding upon the parties and their successors and assigns. The failure of either party to enforce any provision hereof shall not constitute a waiver of any provision of this Agreement, and the waiver of any provision of this Agreement in any specific instance shall not constitute continuing waiver of that provision with respect to other instances.
 10. All notices which either party is required or may desire to give to the other party under this Agreement shall be given by addressing the communication to the address set forth on the first page of this Agreement and may be delivered personally, given by registered mail or overnight carrier. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice. Either party may designate a different address for receipt of notices upon written notice to the other party.
 11. This Agreement will be governed by and construed in accordance with the laws of UAE. In the event of a dispute over its interpretation or execution, the courts of Dubai, UAE, shall have exclusive jurisdiction. This Agreement shall terminate five (5) years from the later of (a) completion or termination of the Investigation, or (b) for a Client, return of all of THE Q's Information in such Client's possession or control.
4. Disclose any material conflicts of interests of which you are aware i.e., interests which may influence our motivation behind the advice.
 5. Disclose the particulars of any material interest(s) of which related to.
 - any commission or fee, or any other benefit or advantage, whether monetary or not, direct or indirect, that the person giving the advice, or an associate has, will or may receive in connection with the advice; and
 - any other monetary or other interest, whether direct or indirect, of the person giving the advice or an associate, that may be capable of influencing the representative.
- The nature of the interest or its materiality may differ depending on whether the recommendation is to 'buy', 'sell', 'hold' or 'accumulate' or the ratings applied by THE Q.
6. Understand the Non-disclosure of a conflict is a breach of the law:
If disclosure should have been made and wasn't made, the person giving the advice is directly liable for any damages or losses suffered because of the client acting on the original advice.
 7. Client should note that the giving or receiving of cash or cash-convertible gifts is prohibited by "the Q" since this may influence employee's performance of his/her duties & decisions.
 8. Not to make any political contributions for the purpose of inducing or influencing the obtaining or retaining of business.
 9. Declare any interest in or connection with other party involved in or subject to the Certification Process, before taking on any assigned work, or before the situation arises. Such interests or connections apply to past, present, and future involvement with the Client and may include (but is not limited to):
 - Having worked with, or consulted with, the Client in the past two years; or having reasonable future Prospect of such work.
 - Having any immediate family member working with, or consulting with, the Client in the past two years; or having reasonable future prospect of such work.
 - Owning shares, or having any immediate family member owning shares, in the Client or parent company.
 - Having, or immediate family member having, any other commercial or voluntary arrangement or directorship with the company.

ARTICLE 20: No Conflict-of-Interest Provisions

Clients shall undertake the following:

1. Understand that the responsibility to deal and manage conflicts of interest that may arise in:
 - Dealings with THE Q or THE Q's team members
 - Relation to conduct by employees of THE Q
2. Act with honesty and integrity.
3. Understand Breach of Impartiality Policy:
A breach of THE Q Impartiality policy is regarded extremely significant by THE Q and will lead to disciplinary action
Recognize that maintaining customer trust and confidentiality is of paramount importance in a successful relationship. Preserving the security and integrity of customer information is vital to maintaining client trust and confidence. Confidential information must not be used for personal gain or benefit or for the improper advantage of THE Q.

Important Note:

- This Agreement is published on our Website for Client's Access.
- Application Form provided by THE Q has the Website link.
- By signing that Application form client accepts all the conditions set forth in this document.

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