

FR03 CERTIFICATION AGREEMENT

This agreement (hereinafter referred to as "Agreement") has been entered Republic of Türkiye laws between the **Client (Applicant)** and **Certplus Belgelendirme ve Gözetim Hizmetleri Limited Şirketi (CERTPLUS)**.

This agreement shall be completed by the client(s) upon applying for Certificate of Conformity for Saleem Scheme via Saber system (www.saber.sa).

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

The **Applicant** (hereinafter referred to as "**Client**") and **Certplus Belgelendirme ve Gözetim Hizmetleri Limited Şirketi** (hereinafter referred to as "**Certification Body**").

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

ARTICLE 1: Scope of Certification

1.1 These Certification Regulations govern all certification services of **CERTPLUS Main Office in Türkiye (for Europe Region)** authorized by SASO under Saleem Certification Scheme "**CERTPLUS**".

ARTICLE 2: Contractual Basis

2.1 Ordering party, hereinafter referred to as "**Client**", places an order with **CERTPLUS** in Saber Platform.

2.2 Tests are generally carried out in ISO/IEC 17025 Accredited Laboratories or in laboratories bound with **CERTPLUS's** laboratories by subcontract.

2.3 **CERTPLUS's** subcontract laboratories adheres to ISO/IEC 17025 ("General requirements for the competence of testing and calibration laboratories") and ISO/IEC 17065 ("Conformity assessment – Requirements for bodies certifying products, processes and services").

ARTICLE 3: Certificate Schemes

3.1 Certificates of Conformity, based on Saleem Certification Scheme.

- Type 1a and Type 3 (ISO/IEC 17067).
- Type 5 (ISO/IEC 17067) for the issuance of Saudi Quality Mark. (N/A for **CERTPLUS**)

ARTICLE 4: Obligations and Rights of Client

4.1 **Client** affirms to fulfill the following obligations:

(a) Applicable to all certification schemes

- Certified products are and will be manufactured as being certified.

- **Client** shall not use product certifications in such manners as to bring **CERTPLUS** into disrepute and shall not make any statement regarding product certification which **CERTPLUS** may consider misleading or unauthorized.

- **Client** shall ensure that no report and/or certificate or any part thereof is used in a misleading manner.

- **Client** shall comply with the requirements set by **CERTPLUS** when making reference to its product certification in any communication media such as documents, brochures or advertising.

- **Client** shall use certification only to indicate that products are certified as being in conformity with specified standards.

- Upon termination, suspension, withdrawal or cancellation of certification, **Client** shall cease its use of all advertising matters that contain any reference to the certification and return certification documents as requested by **CERTPLUS**.

- When providing copies of certification documents to the others, documents shall be reproduced in their entirety or as specified by certification scheme.

- **Client** shall comply with any requirement that may be prescribed in the certification scheme and is related to the use of marks of conformity or Notified Body Identification Number or the use of information in connection with the certified product.

- **Client** agrees that **CERTPLUS** could release relevant information related to issued, withdrawn or not successful applied certificates to market surveillance authorities.

- **Client** agrees to fulfil the certification requirements including implementing appropriate changes when **Client** is communicated by **CERTPLUS**.

- **Client** shall make all necessary arrangements for the conduct of the evaluation and surveillance (if required by the certification scheme), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and **Client's** subcontractors.

- **Client** shall keep record of all complaints made known to it relating to compliance with certification requirements and make these records available to the certification body when requested.

- **Client** shall take appropriate action, including investigation, with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification.

- **Client** shall document the actions taken.

- **Client** shall inform **CERTPLUS**, without delay, of changes that may affect its ability to conform with the certification

requirements including, but not limited to the following: (i) the legal, commercial, organizational status or ownership; (ii) organization and management (e.g. key managerial, decision-making or technical staff); (iii) modifications to the products or the production method; (iv) contact address and production sites; and (v) major changes to the quality management system.

- To agree that **CERTPLUS** reserves the right to collaborate with subcontractors for certain tasks and to agree to cooperate duly with the respective subcontractor.

- The **Client** makes claims regarding certification consistent with the scope of certification.

(b) Applicable to Type 1a (ISO/IEC 17067)

- Successively manufactured products cannot be claimed as status "certified" but can be described as manufactured according to certified products.

(c) Applicable to Type 3 and Type 5 (ISO/IEC 17067)

- Samples provided for evaluation are representative for the batch.

- **Client** shall produce products, for which certificate is granted to, according to the same specifications of the products which are certified as in conformity with the normative documents as specified in concerned certification scheme.

- **Client** shall notify **CERTPLUS** beforehand of any product change.

- **Client** shall notify **CERTPLUS** beforehand of changes about quality system or manufacturing sites. Continued licensing will depend on results of additional tests or inspections.

- Persons representing **CERTPLUS**, together with any observer(s), will have unobstructed access without prior notification to inspect premises of facilities related to certification during normal working hours of premises involved.

- **Client** shall take note of the findings about recurrent production controls and of the surveillance; audits conducted by **CERTPLUS** or subsidiaries and improve nonconformities within agreed timeframe.

- **Client** shall keep records and report to **CERTPLUS** any complaints regarding those aspects of products covered by a certification.

- **Client** shall take appropriate action with respect to such complains and any deficiencies found in products that affect compliance with the requirements for certification.

- **Client** shall document actions taken.

4.2 Client has the following rights:

(a) **Client** may publish the fact that it has been authorized to label products to which the license applies with **CERTPLUS's** Certification Marks listed on the certificate.

(b) **Client** may complain to or raise a dispute with the management of **CERTPLUS**, if it is not satisfied with decisions of the testing/certification body. **CERTPLUS** will give **Client** its decision and justification. If decision and justification are not acceptable for **Client** and no final conclusion can be agreed on with the management of **CERTPLUS**, **Client** is free to call on Advisory Board or accreditation body or take legal actions to appeal.

4.3 If requirements applied to certified products and related certificates including license to use related Marks under this agreement are to be changed, **CERTPLUS** should inform the concerned **Clients** about the date when new requirements will become effective and about the transition period. **CERTPLUS** will advise **Client** about conditions to continue certification after the end of the transition period. In general, no later than one month before the end of transition period, **Client** shall inform **CERTPLUS** whether it will apply new requirements and continue certification or whether certificate shall be cancelled.

(a) If **Client** chooses to comply with modified requirements and result of supplementary evaluation is favorable, the certification body will issue a supplementary certification and/or will modify certification body's records accordingly.

(b) If **Client** chooses not to apply modified standards, or if **Client** fails to respond before the end of the transition period, or if result of any necessary supplementary examination is not favorable, the certification shall be cancelled at the end of the transition period.

4.4 CERTPLUS reserves the right to publish corporate names of **Clients** who hold the certifications of **CERTPLUS** Main Office. A special consent of **Client** is not required.

4.5 The Accreditation Body or SchemeOwner is allowed to visit the factory and access its documents during the certification body's audit.

ARTICLE 5: Surveillance

This paragraph is applicable for Type 3 and Type 5 (ISO/IEC 17067)

5.1 CERTPLUS carries out continuing surveillance of **Client's** conformity with the accepted requirements and obligations. An annual inspection is in general defined as minimum requirement.

5.2 Surveillance is organized and carried out centrally by **CERTPLUS**.

5.3 Nonconformities may lead to reduction of inspection interval, suspension or withdrawal of certification.

ARTICLE 6: Expiration, Suspension or Withdrawal

6.1 Without due extension, certificates with an expiration date shall automatically become invalid upon the expiration date.

6.2 Suspension, as specified in the certification scheme, may apply for a limited time in the following circumstances:

(a) Surveillance discovers any nonconformity of such nature that immediate withdrawal is not necessary.

(b) Improper use of certificates or marks (e.g. misleading publications or advertisement) is not solved by appropriate corrective actions taken by **Client** in due time.

(c) **Client** has obtained agreement of **CERTPLUS** for a limited period of non-production or for other reasons.

(d) There has been contravention of requirements of certification scheme or actions bringing certification scheme or certification body into disrepute.

6.3 A certificate, as specified in the certification scheme, shall be withdrawn if:

(a) **Client** applies to terminate the certification.

(b) Surveillance discovers serious nonconformity e.g. certified product is hazardous.

(c) Corrective actions taken by **Client** for correction are inadequate after the certificate is suspended.

(d) **Client** fails to settle financial obligations towards **CERTPLUS** in due time.

(e) There is any other contravention of licensing agreement with **CERTPLUS**.

6.4 **CERTPLUS** shall inform **Client** about suspension or withdrawal via registered letter (or equivalent means), stating reasons and date of suspension/withdrawal. Before declaring a certificate suspended/withdrawn, restricted or invalid, **CERTPLUS** will provide **Client** an opportunity to express its point of view, unless such a hearing is impossible owing to urgency of such actions to be taken.

ARTICLE 7: Payment

7.1 **Client** shall pay **CERTPLUS** all expenses quoted by **CERTPLUS** and agreed by **Client** for certification and surveillance services.

ARTICLE 8: Confidentiality

8.1 **CERTPLUS** ensures that confidentiality is maintained by its employees concerning all confidential information with which the employees become acquainted as a result of performance of the contacts with **Client**.

8.2 **Client** accepts that **CERTPLUS** is entitled, by virtue of reporting obligations imposed by law or by authorities, to pass on information about certification which has come to its knowledge. At the request of an authority, such as an Accreditation Body, information, documentation etc. concerning both the contract with **Client** and the subject of the contract may be passed to authority. This may include, in particular, information about performance of audits, granting and withdrawal of certificates, attestations, incidents and risks indirectly or directly connected to certified products and/or management systems, etc.. **CERTPLUS** reserves the right to debit **Client's** account for costs incurred for identifying and clarifying such incidents.

ARTICLE 9: Coming into Effect

9.1. This agreement is effective from the below mentioned date of signature.

Furthermore, the client hereby agree that to read the General Terms for Services which govern the Product Certificate of Conformity services provided by **CERTPLUS** (available on **CERTPLUS** website to download or a copy can be requested from the representative of **CERTPLUS**).

For and on behalf, <Client Company Name>

No:

Name of client's representative:

Date:

Stamp

Name of Certplus's representative:

Date:

Stamp