

# FR08 GENERAL TERMS FOR SERVICES



**CERTPLUS**

Certification and Inspection Service

## 1. GENERAL

**1.1** Unless otherwise agreed in writing, all offers or services made to any person applying for certification services to **CERTPLUS** ("Customer") and all resulting contractual relationships shall be subject to these General Conditions.

**1.2** These General Terms, and, as applicable, the Quotation, the Application, the **CERTPLUS** FR04 Usage Policy for Certification and Logo constitute the entire agreement (the "Certification Service") between the Client and **CERTPLUS** with respect to the subject matter hereof. Save as otherwise provided no variation to the Contract shall be valid unless it is in writing and signed by or on behalf of the Client and **CERTPLUS**.

**1.3** Where a Certificate is issued to the Client, **CERTPLUS** will provide the Services using reasonable care and skill and in accordance with the general terms for certification then in force of the relevant Certification Body. A copy of such general conditions of certifications, and any amendments to it as may be issued from time to time, will be supplied by the Certification Body to the Client upon commencement.

## 2. SERVICES

**2.1** These General Terms cover Product conformity certification services in accordance with GSO, SASO and SFDA regulations.

**2.2** On completion of an assessment program, CERTPLUS will prepare and submit to the Client a Report. Any recommendation given in a Report is not binding on the Certification Body and the decision to issue a Certificate is at the sole discretion of the Certification Body.

**2.3** Client acknowledges that **CERTPLUS**, either by entering into the Agreement or by providing the Services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

**2.4** Certification, suspension, withdrawal or cancellation of a Certificate shall be in accordance with the applicable procedures.

**2.5** **CERTPLUS** may delegate the performance of all or part of the Services to an agent or a subcontractor and Client authorizes **CERTPLUS** to disclose all information necessary for such performance to the agent or subcontractor.

## 3. OBLIGATIONS OF THE CLIENT

**3.1** Provide all documents and records required during certification activities including any changes communicated with the certification body during and after certification process.

**3.2** Certified product shall continue to fulfil the product requirements if the certification applies to the ongoing production.

**3.3** Make all necessary arrangements and service expenses needed by the certification body for conducting its pre, during and post certification activities.

**3.4** Shall not use its product certification (including advertising) in such a manner as to bring the certification body into disrepute and does not make any statement.

**3.5** Regarding its product certification which the certification body may consider misleading, unauthorized or violation of requirement

**3.6** Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme.

**3.7** Pay all fees for the requested services falling under the scope of this agreement, as per the certification body price list. Not to translate the certificate to other languages without prior review and consent from the certification body.

**3.8** Not to provide gifts, benefits or anything to the Tabseer's employees that could cause conflict of interests to their duties.

**3.9** Inform the certification body without delay, of changes that may affect its ability to conform to the certification requirements.

**3.10** If any modification (reduction, addition or alternation) in scope of certification, happens due to the decision of the certification body due to changes affecting certification done by applicant, the applicant always commits to use the last updated and approved scope of certification in all official announcements and advertising materials used by him to match the latest scope of certification.

**3.11** Keep record of all complaints made known relating to the compliance with certification requirements and to make these records available to the certification body when requested with the appropriate action taken to handle such complaints.

**3.12** Immediately inform the certification body on any intended modification in the product, its design, its packaging materials, the manufacturing process, the quality management system, specification, legal, commercial, organizational ownership status, and/or key personal and decision making.

The customer accepts and undertakes the above:

#### 4. OBLIGATIONS OF THE CERTPLUS

The **CERTPLUS** shall commit to:

**4.1** Informing the applicant on any specified information regarding his application requirements, certification status or any causes affecting processing of his application.

**4.2** Storing all information and documents according to confidentiality and security rules.

**4.3** Make publicity available a mechanism for clients to submit complaints.

**4.4** Revoke the certificate in case the applicant fails to comply with this agreement, its terms and conditions

#### 5. CONFIDENTIALITY

**5.1** As used herein, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the Agreement or information as to the business of the other party provided, however, that Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; (3) is disclosed to a party by an independent third party with a right to make such disclosure.

**5.2** Unless required by law or by a judicial, governmental or other regulatory body, neither party nor their agents or subcontractors shall use the Confidential Information other than for the purpose of the Agreement nor disclose the other's Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

**5.3** Both parties are committed to keep all information confidential even after termination of the agreement between them.

#### 6. FEES AND PAYMENT

**6.1** The fees quoted to the Client cover all stages leading to completion of the certification program or operations and the submission of a Report and of the periodic surveillances to be carried out by **CERTPLUS** for the maintenance of the Certificate. As fees are based on the charge rate applicable at the time of submitting a Quotation, **CERTPLUS** reserves the right to increase charges during the registration period. **CERTPLUS** may also increase its fees if the Client's instructions change or are found to be not in accordance with the initial details supplied to **CERTPLUS** prior to it providing the relevant fee quotation. Clients will be notified of any increase in fees. [Activities subject to fee: Includes certification evaluation, factory audit and PCoC publishing fees.](#)

**6.2** Additional fees shall be charged for operations that are not included in the Quotation and for work required due to non-

conformances being identified. These will include, without limitation, costs resulting from:

- Repeats of any part, or all, of the assessment program or operations due to theregistration procedures and rules not being met;

- additional work due to suspension, withdrawal and/or reinstatement of a Certificate;

- Reassessment due to changes in the management system or products.

**6.3** A copy of **CERTPLUS'** prevailing charging rates is available on request from **CERTPLUS**.

**6.4** Unless otherwise stated all fees quoted are exclusive of travelling and subsistence costs. All fees and additional charges are exclusive of any applicable Value Added Tax, Sales Tax or similar tax in the country concerned.

#### 7. RECORDS

**7.1** **CERTPLUS** shall retain in its archive for the period required by the relevant interested parties or by law in the country of the Certification Body all materials relating to the assessment program and surveillance program relating to that Certificate.

#### 8. CERTIFICATE OWNERSHIP AND INTELLECTUAL PROPERTY

**8.1** Any document including, but not limited to any Report or any Certificate, provided by **CERTPLUS** and the copyright contained therein shall be and remain the property of **CERTPLUS** and the Client shall not alter or misrepresent the contents of such documents in any way. The Client shall be entitled to make copies for its internal purposes only. Duplicates of Certificates are available upon request for external communication purposes.

#### 9. COMMUNICATION

**9.1** The Client may promote its certification in accordance with the terms set out in the Regulations governing the use of the certification marks. Use of **CERTPLUS** corporate name or any other registered trademarks for advertising purposes is not permitted without **CERTPLUS'** prior written consent.

#### 10. DURATION AND TERMINATION

**10.1** Unless otherwise agreed, the Agreement shall continue (subject to the termination rights set out in these General Terms) for the term set forth in the Quotation (the "Initial Term"). On expiry of the Initial Term, the Agreement shall renew automatically unless and until either party notifies the other in writing that the agreement will terminate at least three months prior to the expiry of the Initial Term or on three months' notice any time after the Initial Term.

**10.2** Either Party shall be entitled to terminate immediately the provision of the Services in the event of any arrangement

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with breach of obligations, creditors, bankruptcy, insolvency, receivership or cessation of business by the other Party.

**10.3** In case the Client transfers its activities to another organization, the transfer of the Certificate is subject to the Certification Body's prior written consent. Where such consent is given, the use of the Certificate by such new organization shall be governed by the Agreement.

### 11. FORCE MAJEURE

**11.1** If **CERTPLUS** is prevented from performing or completing any service for which the Agreement has been made by reason of any cause whatsoever outside **CERTPLUS'** control, including, but not limited to, acts of god, war, terrorist activity or industrial action; failure to obtain permits licenses or registrations; illness, death or resignation of personnel or failure by Client to comply with any of its obligations under the Agreement, the Client will pay to **CERTPLUS**:

- a)** The amount of all abortive expenditures actually made or incurred;
- b)** a proportion of the agreed fees equal to the proportion (if any) of the service actually carried out;
- c)** **CERTPLUS** shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.

### 12. LIMITATION OF LIABILITY AND INDEMNITY

**12.1** The certification body takes all necessary measures to pay all required qualification for the performance of the services and accepts the responsibility in case of proven gross negligence

**12.2** Total liability to the applicant 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 amount equal to the fees paid to certification body under this agreement, the commitment to this liability responsibility is valid for one year after the date, on which the certification body completes performing the service.

**12.3** No liabilities due on certification body towards the applicant:

- a)** For any loss, damage or expense arising from (i) a failure by applicant to comply with any of its obligations herein, and (ii) 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 or damage arising from the claims of any third party, that may be suffered by the applicant

**c)** Any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

**d)** The certification body takes all necessary measures to pay all required qualification for the performance of the services and accepts the responsibility in case of proven gross negligence.

### 13. GOVERNANCE

**13.1** This agreement shall be governed by and construed in accordance with the applicable local laws of CERTPLUS before the applicant.

### 14. VALIDITY OF AGREEMENT

**14.1** These Terms come into force upon signature of the Certification Agreement by both parties and are valid for any requested service within the scope of **CERTPLUS** until either party decides to terminate it. This form is publicly available at [www.certplus.com.tr](http://www.certplus.com.tr). It can also be sent to customers separately upon request.