

# Terms and Conditions

## **1. General**

1. For re-audit (if the client fails to pass the certification audit), the client will be charged 75 % of the initial certification value provided the time gap between the audits does not exceed 90 days from the stage 1.
2. If the client fails to pass stage 1 audit, we will repeat stage 1 and the client will be charged as per stage 1 audit fee again.
3. In the case of last minute cancelation of any of the audits, the client will be charged the amount related to the said audit.
4. In case of any critical non-conformity which requires a follow-up visit for closure, the same will be charged as per the man day rate in the contract.
5. If the client postpones/ cancels an audit with less than 15 days' notice, ICS-GP reserves the right to charge for the audit as per the contract.
6. If the contract is signed for integrated management system and if the client goes for individual standard certification, then the prices will change according to the man days of the audit.
7. If the contract is signed for a group certification and if the organization decides to go for a single or some of the companies certification included in the contract and not as a group certification, the client will be charged as per the number of companies going in for certification.
8. In case of a group certification, the branch office certificate is linked to the main certificate. The main certificate will reference the locations certified as branches.
9. On receipt of the certificate, the client shall contact International Certification Services - Global Program for a copy of the mark of conformity in JPEG format.
10. Extra certificate copies are available in A4 Size (per copy) @ AED 150/-
11. The client has to submit a copy of their management system manual at least 4 weeks prior to the initial assessment.
12. Expenses for the auditor related to – Visas, Air Ticket (Economy Class), Hotel Accommodation, Travel Allowance, Travel Manday(s) and Transportation for the auditor(s) will be arranged by the client or the client will be charged as actual (where applicable).
13. Any variations in scope (activity, location, etc...) other than previously agreed in the signed contract, the client will be charged against actual efforts.

## **2. Confidentiality**

We will treat as confidential all information which becomes known to us with regard to the business operations of the customer and which is either expressly or by its nature not intended for transfer to third parties. This does not apply in relation to data and information which is in or enters the public domain. In addition confidentiality is limited in so far as we are obliged to supply certain information to our accreditation bodies.

## **3. Invoicing**

We kindly request you to agree to the following mode of invoicing:

- 40% (of the initial certification fee) to be paid upon completion of services of stage 1
- 60% (of the initial certification fee) to be upon completion of services of stage 2
- Surveillance audit fees shall be paid upon completion of service annually (once every year - 2 times in 3 years)/ bi-annually (twice every year - 5 times in 3 years) depending on the surveillance cycle opted for.
- For re-certification audit, the price for the certification is applicable and will be invoiced upon

completion of the audit.

- If pre-audit is applicable, the invoicing of the same will be done on completion of the activity.
- If the client wishes to terminate the contract before the initial audit, an administrative fee equivalent to 25% of initial certification amount will be charged.
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- Payment shall be settled within 30 days from the invoice date or against delivery of certificate (whichever is first).

#### **4. Guarantee**

The International Certification Services - Global Program is unable to accept any guarantee liability for the granting of a positive assessment or of approvals on the basis of the certification performed by it of the applicant enterprise by authorities, examining, bodies, other technical supervisory authorities or similar institutions, which are responsible for assessing the enterprise or its products.

No liability is accepted for the legal effectiveness and legal validity of the contractual protection rights or for freedom from legal deficiencies or other defects. In particular, the International Certification Services - Global Program is unable to guarantee that its mark can be used without restriction for advertising and publicity purposes.

Such guarantee obligations as exist shall be fulfilled at the option of the International Certification Services - Global Program by means of free-of-charge elimination of defects or deficiencies or by means of re-performance. Where such activities fail again to achieve the objective, the client shall be deemed entitled to withdraw from the contract or to require corresponding reduction of charges (withdrawal or reduction). All other guarantee claims, including claims for damages on any basis whatsoever, shall be deemed impermissible.

#### **5. Overall Liability**

Our commercial liability, regardless of the legal reason, shall be limited to a total of 3 times the total value of this certification contract for all cases of damage culpably caused by us within the framework of this contract. For any willful damage our liability shall be unlimited. Claims for damages cannot be enforced after a period of 12 months following the completion of our services. This liability limitation shall also apply in favor of our employees, management personnel and executive bodies.

#### **6. Partial invalidity, place of jurisdiction**

Where one or more provisions of this contract prove to be or become invalid, the parties to the contract hereby undertake to agree a legally valid replacement provision which most closely approximates the legal and economic intent of the now invalid provision.

UK shall be place of Jurisdiction for all disputes arising in conjunction with this contract. This Contract shall be deemed subject to local laws. In the event of conflict between the provisions of the Services Agreement and the General Terms and Conditions, the provisions of the Services Agreement shall prevail.

#### **7. Order**

This offer comes into effect and becomes an official contract upon signature by both parties and shall be deemed to be effective for a period of not less than three years. The contractual relationship is prolonged in each case by a further three years if it is not terminated in writing by either of the parties with notice of three months before the validity of the certificate is due to end. The right of termination for important reason shall remain unaffected. An important reason is in particular present if the prerequisites for ending of the rights of use of the certification according to the General Conditions of Certification of Management Systems are present or if the customer is in arrears with the agreed payments.

#### **8. Contract for the Certification of a Management System**

## 8.1 Subject of the contract and contract specifications

- 1) The customer instructs the International Certification Services - Global Program to perform the certification/auditing of its management system and the associated surveillance to maintain the certificate.
- 2) The customer recognizes the currently applicable versions of the annexes to this contract as an integral part of the contract. For the contractual relationship, the following shall be decisive in order of priority:
  - a. The present contract
  - b. Order confirmation
  - c. Description of the certification procedure A01VA02 (ISO 9001), A10VA02 (ISO 14001), A18VA02 (OHSAS 18001), A50VA02 (ISO 27001, ISO 20000-1, BS 25999/ ISO 22301), A22VA02 and attachments (HACCP, ISO 22000, BRC Food, IFS, IFS Logistic, FSSC 22000, RC 14001).
  - d. General Terms and Conditions of International Certification Services - Global Program

## 8.2 Rights and obligations of the customer

- The customer shall make available to the International Certification Services - Global Program at least 4 weeks before the audit (pre-audit, certification audit, surveillance audit) all valid documents relating to the management system (manual, procedures and, where appropriate, work instructions), where relevant with a list of the changes made since the last audit (handover or scrutiny) and records of the internal audits performed, for example.
- During the audit, they shall allow the auditor to inspect the records within in the scope and shall also grant access to the organizational units concerned.
- Client shall appoint a contact person.
- Once the certificate has been issued, the customer shall undertake to immediately inform the International Certification Services - Global Program in writing of any important changes to his management system and changes to the company structure and the organization that have a major influence on the management system.
- The customer shall undertake to record all objections concerning the management system and the rectification of these objections and to show these records to the auditor during the audit.
- In the event that the certificates are withdrawn, the customer shall undertake to return them immediately to the International Certification Services - Global Program, to withdraw and destroy existing copies and to cease advertising with the certificates. At the
- Request of the International Certification Services - Global Program, the customer shall confirm in writing to the International Certification Services - Global Program the complete return of the certificates, the destruction of the copies and the cessation of advertising.
- The customer shall declare himself in agreement with the participation of appraisal experts/ assessors from the accreditation organization(s) and or representative bodies/ councils, in audits of his company as per requirements stipulated by the accreditation bodies as and when required.

## 8.3 Rights and obligations of the International Certification Services - Global Program

- The International Certification Services - Global Program shall undertake to treat confidentially all information made available to it concerning the company of the customer and to use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties. Detailed reporting to the steering committee in cases of dispute shall be excluded. The customer may release the International Certification Services - Global Program from its obligation to

professional Secrecy for specific reasons.

- The International Certification Services - Global Program shall perform the certification and surveillance on the basis of the respective procedure and the regulations/standards and shall issue a certificate if the result is positive.
- The International Certification Services - Global Program shall inform the certificate holder of changes to the certification procedure that affect him directly.
- The International Certification Services - Global Program shall keep a directory of certified companies with details of the scope. The directory shall be available to the public.
- The International Certification Services - Global Program shall record in writing complaints from the customer concerning the certification procedure. If no agreement is reached between the customer and the International Certification Services - Global Program, the International Certification Services - Global Program shall inform the steering committee. The customer has the right to refer directly to the steering committee in the event of complaints concerning the International Certification Services - Global Program.

#### **8.4 Certificate and test mark and the certificate**

- The validity of the certificate begins the date the certificate is issued ends as mentioned on the certificate. This assumes that semi-annual or annual surveillance audits based on the certificate date be performed with a positive result. In justified cases, a surveillance audit can also be necessary at short notice. The necessity shall be determined at the discretion of the International Certification Services - Global Program.
- Approval for use of the test mark shall apply solely for the certified business of the company of the customer. The use of the test mark for any other of the customer's businesses shall not be permitted.
- The mark must be easily legible and clearly visible. The customer shall not be entitled to make any changes to the certificate and the test mark. The certificate and test mark may not be used in a misleading fashion for the purposes of advertising.
- The test mark may be used solely by the customer and only in immediate connection with the company name or the company mark of the customer. It shall not be affixed to the customer's products (which includes laboratory test, calibration or inspection reports which are deemed as products) or used in relation to products and/ or procedures of the customer. Use of the test mark and certificate shall be limited to the customer and may not be transferred by the customer to third parties or legal successors without the express permission of the International Certification Services - Global Program. If a transfer is desired, a corresponding application must be made. A new audit must be performed if necessary.
- Should claims be made against the International Certification Services - Global Program according to the principles of product liability due to use of the test mark and/ or certificate by the customer contrary to the contract, the customer shall be obliged to indemnify the International Certification Services - Global Program for all claims from third parties. The same shall apply for all cases in which the International Certification Services - Global Program is subject to claims made by third parties due to advertising statements or other behavior of the customer.
- The customer must avouch that the test mark and certificate are only used in competition in such a way that in advertising a statement compliant with the certification is made concerning the business of the customer. The customer must also ensure that the impression does not arise within the framework of competition that the certification by the International Certification Services - Global Program is an inspection by an official body.
- The customer shall have the non-transferable right, limited to the term of the contract, to use the test mark and certificate in accordance with the above-mentioned points.

#### **8.5 Cessation of the right of use**

The right of the customer to use the test mark and bear the certificate shall cease with

immediate effect, without requiring notice of termination, if

- The customer does not immediately indicate to the International Certification Services - Global Program changes to the circumstances of his business that are decisive for the certification or any signs of such changes.
- or the test mark and/or certificate is used in a manner in contravention of item 2 or the results of the surveillance audit no longer justify maintaining the certificate
- Or insolvency proceedings are instituted against the assets of the customer or an application for insolvency proceedings is rejected due to lack of assets.
- Or, Surveillance audits cannot be carried out for reasons caused by the customer
- Or, disputes arise concerning the test mark in the area of competition law or intellectual property rights.
- Furthermore, International Certification Services - Global Program and the customer shall have the right to terminate the contractual relationship with immediate effect if the customer is legally prohibited from using the test mark. The same shall apply for the certificate.
- The International Certification Services - Global Program shall have the right, if the reasons listed occur, to withdraw the certificate or declare it invalid.
- In the event of cessation of the right of use, the customer shall undertake to return the certificate to the International Certification Services - Global Program.

### **8.6 Warranty and liability**

Our liability for all damages arising from the processing/ performance of this contract not caused by willful action or gross negligence on our part shall be limited to a total of 3 times of the total value of this certification contract.

### **8.7 Term of the contract**

- This contract shall be valid for the term of the certificate, with a minimum term of three years. The contract shall then be extended for a further three years each time if it is not terminated in writing by one of the parties to the contract with a period of notice of three months to the expiration of the validity of the certificate.
- This contract shall come into effect once signed by both parties. In the event of termination by the customer, the International Certification Services - Global Program shall reserve the right to bill for the services already provided and the annual fee.
- The right to termination without notice for an important reason shall remain unaffected. In this case, the International Certification Services - Global Program shall reserve the right to invoice the services already provided and the annual fee.

### **8.8 Concluding provisions**

- No ancillary agreements to this contract have been concluded. To be legally effective, any amendments or supplements to this contract must be made in writing.
- Should any individual provisions of this agreement be or become ineffective, this shall not affect the remaining provisions. In such a case, the parties to the contract shall replace the ineffective provision with an effective one which corresponds as closely as possible to the commercial purpose intended by the ineffective provision. The same shall apply for any gap in the contract.
- The legal venue for all disputes arising from this contract shall be UK. The governing laws shall be the local laws of the country where the services are performed and the language of arbitration shall be English.
- Changes or amendments of this contract must be in written form.

We would be pleased to make arrangements, should you wish to award the certification contract in person.