

# NATIONAL INSPECTION & TECHNICAL TESTING COMPANY LTD. (FAHSS)

## SERVICE LEVEL AGREEMENT | MANAGEMENT SYSTEM CERTIFICATION



FAHSS®





# NATIONAL INSPECTION & TECHNICAL TESTING COMPANY LTD. (FAHSS)

## SERVICE LEVEL AGREEMENT MANAGEMENT SYSTEM CERTIFICATION

### 1. Services

#### 1.1 Audit preparation

At this stage the lead auditor along with audit team (as applicable), prepares for the audit. This includes preliminary planning of audit effort, scopes, audit team competency, audit scheduling / preparation of the detailed audit plan, logistics, etc...

#### 1.2 Certification audit

The certification audit will be performed in 2 stages, stage 1 & stage 2 onsite.

##### Stage 1

The stage 1 audit shall be performed to verify the client's readiness for stage 2, with reference to adequacy of management system documentation and deployment, level of implementation, evaluation of client's location / site conditions, resource allocation, level of awareness within the organization of standards implemented, collection of necessary information about the scope of certification and to evaluate if the internal audits and management review are planned and performed.

Client will be given an official report on the outcome of stage 1 audit. All areas of concerns / weaknesses will have to be closed in line with the decision captured in the stage 1 audit report and evidence may need to be submitted prior to the stage 2 audit. If not, the stage 2 audit cannot be planned / performed

If the stage 1 is successful, the lead auditor can proceed with stage 2 audit based on mutually agreed timeframes with the client. If stage 1 and stage 2 audits are planned consecutively then an offsite document review will be performed prior to the stage 1 audit and a document review report will be submitted to the client. Client will provide the relevant documents at least 4 weeks in advance in order to facilitate a document review prior to stage 1.

The maximum time gap between stage 1 and stage 2 is 90 days. After the lapse of 90 days, this will be treated as a new certification, with a repeat stage 1.

##### Stage 2

The stage 2 audit will be performed to verify the implementation, including effectiveness, of the client's management system. It will include, but not limited to the following:

- Information and evidence about conformity to all requirements of the applicable management system standard or other normative document.
- Performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document).
- The client's management system and performance as regards legal compliance.
- Operational control of the client's processes.
- Internal auditing and management review.
- Management responsibility for the client's policies.
- Links between the normative requirements, policy, performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document), any applicable legal requirements, responsibilities, competence of personnel, operations, procedures, performance data and internal audit findings and conclusions.

The result of the audit will be informed in the concluding meeting. Client will be given an official report on the outcome of the stage 2 audit.

All critical non conformities have to be closed and evidence to be submitted within agreed timeframes from the last day of stage 2. After the lapse of specified days, this will be treated as a new certification.

#### 1.3 Surveillance audits

Surveillance audits during the period of the certificate's validity shall be performed at least annually. The surveillance audits will include evaluation of any amended documentation, planning and conduct of the audit, including reporting and registration by FAHSS.

The result of the audit will be informed in the concluding meeting. Client will be given an official report on the outcome of the surveillance audit.

All non conformities have to be closed and evidence to be submitted within 45 days from the last day of the audit



## NATIONAL INSPECTION & TECHNICAL TESTING COMPANY LTD. (FAHSS)

### SERVICE LEVEL AGREEMENT

### MANAGEMENT SYSTEM CERTIFICATION

The annual surveillance audits will have to be carried out every year in line with the audit relevant date. The window of 3 months prior to the said dates will be applicable.

The bi-annual surveillance audits will have to be carried out every six months in line with the audit relevant date. The window of 1.5 months prior to the said dates will be applicable.

Any delay from the surveillance audit date will result in suspension. During suspension, If the client goes in for an audit within 90 days (for annual surveillance) and 45 days (for bi-annual surveillance), the certification body will revoke the suspension. However, any further delay; the certification body will withdraw the certificate.

#### Evaluation of documentation

The documents (including manual, procedures, work instructions, etc... as applicable) will be evaluated by the audit team on the basis of the requirements of the applicable standard (s). The customer will receive information on the evaluation of the documents. Only when all non-conformities / unclear items (if applicable) have been dealt, the certification audit will be performed. Evaluation of documents is applicable for all full system audits.

#### 1.4 Recertification

Recertification audits to be performed minimum of 3 months prior to expiry of the certificate. For BRC and IFS the audit may be brought forward by a maximum of 28 days from the initial audit date; any delay of more than 7 days from the initial audit date will result in a major non conformity for these schemes. Generally, the audit is performed in one stage. Evaluation of documentation is required for recertification audits and may be planned prior to the audit offsite. If applicable a recertification audit may be performed in 2 stages. If the recertification audit is performed, but the process is not completed prior to the expiration of the certificate, the continuity of the certificate could be maintained. However, there will be a lapse of day(s) / month(s) in the validity of the certificate till the new certificate is issued after successful completion of the audit. If certificates are lapsed for 6 or more months, it will be treated as a new certification. If the recertification audit is not completed prior to the expiration of the certificate, it will be treated as a fresh certification.

#### 1.5 Special audits

##### Transfer audits

Transfer audits for valid certified client(s) from another Certification Body may be undertaken provided the below prerequisites of transfer are fulfilled:

- Only valid certificates issued by accredited certification bodies can be transferred
- Certificates that are suspended or under the threat of suspension cannot be transferred
- All applicable surveillance audits shall be performed
- Non conformities (if any) should be closed and accepted by the existing certification body
- Any customer complaints received by the client should be resolved
- The certificate validity should be at least 3 months at the time of the audit

A transfer audit will be done as a separate audit. If the pre-requisites are not adequately fulfilled, it will be treated as a new certification. If the transfer process is successful, a new certificate will be issued and continuity will be maintained. Once the transfer audit is completed successfully and the certificate is issued, the surveillance / recertification can be performed as per the applicable audit cycle. The details of the transfer process will be finalized mutually between both the parties.

##### Extension audits

Extension audits may be planned to include new scope / location(s) to the existing certification. This will be done through an amendment to existing contract after a variation order is confirmed. The details of the extension will be finalized mutually between both the parties.

##### Short notice audits

Short notice or unannounced audits may be needed to address any of the below listed scenarios. Planning of such audits will consider adequacy of the audit team and the same will be communicated to the client.

- a) Complaints against certified clients originating from any source
- b) Changes to the current certified management system
- c) Follow-up on suspended certificate status
- d) Request from any legal, statutory or governing entities who may have an interest in the effectiveness of a certified management system
- e) If a client in the food industry becomes aware that legal action could be taken with regard to the safety or legality of a product, he / she shall inform the certification body immediately. For its part, the certification



## NATIONAL INSPECTION & TECHNICAL TESTING COMPANY LTD. (FAHSS)

### SERVICE LEVEL AGREEMENT

### MANAGEMENT SYSTEM CERTIFICATION

body will instigate suitable steps in order to assess the situation and its impact on the certification, and will take appropriate action

Findings made randomly outside the actual scope of work

For the avoidance of doubt we would like to emphasize that we bear no responsibility and no liability whether legally or morally to address, make aware or point out any aspects which our personnel randomly realize beyond the actual agreed scope of work.

If our personnel shares any view on such aspects, these views can only be understood as a very general and generic thought to address possible items which might require attention. Under no circumstances can such shared thoughts been understood or interpreted as a professional assessment, analysis or advice. The obligation and liability for the assessment of the situation and the implementation of specific actions and measure remain solely with the Client. Our liability irrespective the legal nature is excluded to the extent permitted by law.

#### 1.6 General

- a. For re-audit (if the client fails to pass the certification audit (stage 2)) or surveillance audits the client will be charged 75 % of the said value provided the time gap between the audits does not exceed 90 days from the date of the last audit
- b. If the stage 1 audit is unsuccessful or is not closed within 90 days from the stage 1 audit date, stage 1 audit will have to be repeated and the client will be charged as per stage 1 audit fee again
- c. In case of any critical non conformity which requires a follow-up visit for closure, the same will be charged as per the manday rate in the contract
- d. If the client postpones / cancels an audit with less than 15 days' notice, FAHSS reserves the apply a charge equivalent to the full manday rate as per the contract for the cancellation of the visit
- e. If the client postpones / cancels an audit when the audit team is onsite, the client will be charged an additional fee for the mandays spent by the audit team. The manday rate will be as per the contract
- f. It is required that a deputy management representative or a deputy focal point be assigned, who could stand in place of the main focal point / management representative should the later find them unavailable to attend the agreed visits / meetings
- g. If the contract is signed for integrated management system and if the client goes for single or individual standard certification at the time of execution of the contract, the contract will have to be amended to reflect the same and accommodate the financial implication
- h. If the contract is signed for a multi-site (group) certification and if the organization decides to go for a single or only few of the contracted companies certification, included in the contract and not as a multi-site certification, the contract will have to be amended to reflect the current situation. The audit process will commence only when the contract revision is completed
- i. If the contract is signed as multi-site with main certificate and annexure, the scope for all the sites has to be identical and all locations will have to be audited each year
- j. If the contract is signed as multi-site with main certificate and sub certificates, the scope for all the sites should be similar and all locations will have to be audited at least once in the certification cycle an in line with the random sampling requirements. The main office shall demonstrate a central control over all the branches, have a single management system in place and fulfill all conditions of a multisite function
- k. In case of a multi-site certification the annexure or the branch office certificate is linked to the main certificate. The main certificate will reference the locations certified as branches. These branch certificates are valid only in conjunction to the main certificate. The main office shall demonstrate a central control over all the branches, have a single management system in place and fulfill all conditions of a multisite function
- l. On receipt of the certificate, the client shall contact FAHSS for a copy of the mark of conformity in JPEG format. For the guidelines for the use of the mark of conformity, please refer to our website
- m. Extra certificate copies are available as per the below mentioned prices :
  1. Certificate in A4 Size (per copy) - SAR 150/-
- n. Our General Terms and Conditions of Business are an integral part of the contract. The contents can be read on our Internet page at <https://www.Fahsstuv.com/>. We will also be pleased to send you our General Conditions of Business free of charge on request.
- o. 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).



## NATIONAL INSPECTION & TECHNICAL TESTING COMPANY LTD. (FAHSS)

### SERVICE LEVEL AGREEMENT

### MANAGEMENT SYSTEM CERTIFICATION

- p. Any variations in scope (activity, location, employees, etc...) other than previously agreed in the signed contract, variation will be applicable
- q. ISO 14001 certified clients to refer to the link on our website <https://www.Fahsstuv.com/>.for Expected Outcomes of ISO 14001 Certified Clients based on communication from IAF / ISO
- r. Fees specified commercial contract do not include any taxes unless otherwise stated. Any tax applicable in the country where the services are rendered, will be charged additionally to client along with the agreed rates ensuring that FAHSS receives the full amount which it would have received if no deduction or withholding had been made

#### 2. Confidentiality

We will treat as confidential all information which becomes known to us which becomes known to us in any form or medium with regard to the business operations of the customer and which is either expressly or by its nature not intended for transfer on 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 insofar as we are obliged to supply certain information to our accreditation bodies.

#### 3. Data security and protection in case of remote auditing

The security and confidentiality of electronic or electronically transmitted information are particularly important when using information and communication technology for audit purposes. Measures have been taken to ensure that security and confidentiality are maintained throughout the audit activities, in accordance with the relevant legislation and proper communication channels

#### 4. Guarantee

The Certification Body 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 Certification Body is unable to guarantee that the FAHSS mark can be used without restriction for advertising and publicity purposes.

Such guarantee obligations as exist shall be fulfilled at the option of the Certification Body 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.

The services rendered do not include, cover or embrace any statement in form of a guarantee or otherwise in respect to an actual infection risks. In addition, the services do not provide any form of guarantee or warranty that infections are not possible within the tested facilities. The implementation, maintaining, surveillance and updating of the hygiene measures taken remain solely within the responsibility of the client. The service provider does not assume any liability irrespective of its legal nature and whether direct or indirect in regards to any damage or claim including but not limited to partial or complete lockdowns, restrictions in business activities, etc. This limitation of liability shall apply to the extent permitted by law

#### 5. Overall Liability

Our commercial liability, regardless of the legal reason, shall be limited to a total value of the contract for all cases of damage culpably caused by us within the framework of this contract. 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.

We are taking the potential infection risk related to COVID-19 very seriously. Our personnel has a high awareness in this regard. The symptoms triggered by COVID-19, however, are very individual. Thus, we cannot guarantee that despite all measures taken infections are transmitted when providing the services. We are not liable for any impact whether direct or indirect deriving from transmitting of infections

#### 6. Invoicing & Payment

- 50% (of the initial certification fee) to be settled on signing of the contract.
- 50% (of the initial certification fee) to be settled on completion of stage 2 audit.
- 100% of the surveillance audit fees shall be settled on confirmation of the surveillance audit date and prior to the completion of the audit (annually, six monthly or nine monthly) based on the surveillance cycle opted for. The payable amount per each surveillance is mentioned in the price table.
- For recertification audit the price for the initial certification is applicable and to be settled 50% on confirmation of the recertification contract and balance 50% on completion of the of the audit.
- If pre-audit is applicable, the payment to be made on confirmation of the audit date.
- Invoicing and payment will be done in line with the signed commercial contract agreed by both parties



## NATIONAL INSPECTION & TECHNICAL TESTING COMPANY LTD. (FAHSS)

### SERVICE LEVEL AGREEMENT

### MANAGEMENT SYSTEM CERTIFICATION

- The representative company with whom the contract is signed is authorized to generate all invoices and to collect the amount on behalf of FAHSS
- Fees specified in the commercial contract do not include any taxes unless otherwise stated. Any tax applicable in the country where the services are rendered, will be charged additionally to client along with the agreed rates ensuring that FAHSS receives the full amount which it would have received if no deduction or withholding had been made
- Payment shall be settled within 30 days from the invoice date or against issuance of certificate (whichever is first) for certification and recertification audits.
- For all other audits, payments to be made prior to the completion of the service. No service will be rendered in case of past outstanding payments.
- Non-payment of audit fees may result in suspension / withdrawal of certificates.
- Non-commencement of audit activities within 12 months from the date of signing of the contract, will result in the termination of the contract. The initial payment received will not be refunded.
- Invoices will be submitted electronically to support the sustainability of the environment and the go green initiative of our company

#### 7. Tasks of the certification body and the client

##### A.1 Tasks of the certification body

- The FAHSS Certification Body (hereinafter referred to as “certification body”) undertakes to treat confidentially all the information regarding the client's company to which it has been granted access in accordance with the agreed confidentiality rules and to use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties. Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the certification body, and also detailed reporting and rendering of information to the arbitration body in cases of conflict are excluded from this obligation. The certification body implements certification and surveillance according to the rules of FAHSS. The requirements of the standard or quality standard referred to in the offer, and those of the national legislation on which the accreditation / designation of the certification body / notified body is based, form the basis of the certification.
- The certification body shall perform the certification and surveillance based on the respective procedure and the regulations/standards and shall issue a certificate if the result is positive.
- The certification body keeps and publishes a list of the certified companies, also stating the scope of the certification on request.
- Complaints of third parties regarding management systems of clients who have been certified by the certification body are recorded in writing, checked and then dealt with. The certification body records complaints and claims of the client with regard to the certification procedure in writing, checks the facts of the case and investigates the complaints / claims. If no agreement is reached between the client and the certification body, the complaints / objection procedure published on the website of FAHSS used.

##### A.2 Tasks of the client

- At least four weeks before performance of the on-site audit (certification, surveillance or recertification audit) the client provides the necessary documents to the audit team leader, such as management system documentation, records regarding internal audits that have been performed and the management review documentation.
- The client performs a complete internal audit before the certification audit, which covers all the management system requirements of the relevant standard and the processes and sites relevant for the scope of the certificate. A management review is also carried out.
- The client creates a “risk-based” internal audit programme for the 3-year certification cycle, which covers all the management system requirements, taking the size of the organization, the scope and the complexity of the management system, the products and processes and the relevant sites into consideration. The audit programme shall be evaluated at least annually with regard to its suitability and effectiveness.
- In the case of multisite certifications, all the sites included in the certification must be covered by the internal audit programme of the organization. Each site must be audited at least once in the 3-year certification cycle. The headquarters (central office) must be audited each year.
- The client performs annual management reviews within the 3-year certification cycle.
- The client allows the audit team access to the relevant organization units of the company and allows records that are relevant for the operation of the management system to be viewed.





## NATIONAL INSPECTION & TECHNICAL TESTING COMPANY LTD. (FAHSS)

### SERVICE LEVEL AGREEMENT

### MANAGEMENT SYSTEM CERTIFICATION

- He names a contact person from the company management who is responsible for the execution of the audit. This is in general the representative who has been appointed for the respective management system.
- The client is obliged to inform the certification body immediately in writing of all important changes which occur after issue of certificates or extensions or additions to certificates (this affects for example changes regarding to the legal and organizational form of the company, the economic or ownership situation of the company, the organization and the management [such as key members of staff in management positions, decisionmakers or specialist or high-level technical personnel etc.], the contact address and the sites, the scope of the certified management system as well as important changes to the management system and the processes).
- The client has the obligation to inform the certification body immediately of any serious incidents (e.g. recalls, accidents at work, hazardous incidents, process upsets). From its side, the certification body will take corresponding steps to assess the situation and its impact on the certification and will undertake corresponding actions.
- The client has the obligation to record all objections in relation to the management system and its effectiveness, along with corrective actions and their results, and to document these to the auditor in the audit.
- The client has the obligation, dependent on the seriousness of the nonconformity, to inform the audit team within the time limit set by the certification body, either of the corrective actions that have been determined and their target completion dates, or of the implementation of the corrective actions.
- In order to avoid situations of conflict between the certification body and a possible advisory or consultancy organization, the client shall inform the certification body of advisory or consultancy services that have been used in the area of management systems before or after conclusion of the contract. This also includes organizations, which have carried out "in-house training" or internal management system audits.
- Within the framework of maintenance of the accreditation, notification, appointment, approval etc. the client declares that he agrees to assessors from accreditation organizations, regulatory bodies, internal auditors from certification body (for the purpose of internal audits of the certification body), etc. to attend audits possibly taking place within his organization, e.g. for a witness audit (participation of the accreditation body / authorities / certification body) in a (certification / re-certification / surveillance audit), or the accreditation organization can independently visit the client (in special scenarios along with the certification body representative) and that the accreditation organization may have access to and view the files.
- The client has the right to decline auditors nominated by the certification body. If no agreement can be reached following 3 proposals, the contract may be dissolved by the certification body.
- In the case of a Certification of Multiple Sites Based on Sampling, the client has the obligation to fulfil all the conditions relating to multisite certification and to report any non-fulfilment to the certification body immediately. In detail, these conditions are as follows:
  - Establishment, creation and maintenance of a management system that applies equally to all sites/production facilities/branches. This also applies to the basic documented procedures.
  - Monitoring of the entire system by the headquarters (central office). The central office has the authority to issue instructions to all sites/production facilities/branches.
  - Specified arrangements that certain areas and departments work for all areas and departments within the sites, e.g. product and procedure development, purchasing, human resources etc.
  - Performance of internal audits before the certification audit in all sites/production facilities/branches.
  - Signing of an agreement between the client and certification body, which is legally enforceable at all sites/production facilities/branches of the organization.
- It can be necessary to perform additionally short-notice or unannounced audits, e.g. in order to investigate complaints, as a consequence of changes or as follow-up for suspended certificates. In such cases
  - the certification body specifies the conditions under which these short-notice audit visits are to take place,
  - it is not possible to object to members of the audit team for short-notice audits.
  - Costs resulting from the additional audit will be charged to the client.
- In case of transfer of certification, the client is obliged to make available to FAHSS, the accepting certification body, all required documents (certificate(s) of the previous certification body; audit reports of the initial certification or of the last recertification and of the last surveillance audits; status of any open



## NATIONAL INSPECTION & TECHNICAL TESTING COMPANY LTD. (FAHSS)

### SERVICE LEVEL AGREEMENT

### MANAGEMENT SYSTEM CERTIFICATION

nonconformities). FAHSS shall not carry out the transfer of certification until the review of the transfer of certification, the Pre-Transfer Review, has been positively completed. The transfer of a certification is only possible if the certificate of the client is valid for at least another 3 months. As soon as FAHSS has issued the transferred certificate, FAHSS informs the issuing certification body about the transfer of the certification.

#### A.3 Arrangements regarding occupational health and safety

##### 1) Arrangements to be undertaken by the client

- In due time before performance of the contractual services, the client shall provide information regarding risks, hazards and stress, which could originate from the working environment in the client's factory or at the client's premises. This information shall include information regarding hazardous substances in test pieces. The client shall provide information concerning whether and if appropriate, to what extent, risk and hazard assessments are required for the activities that have been ordered. Legal requirements apply.
- The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.
- The client shall ensure that employees of the certification body only perform work when accompanied by an employee of the client.
- The client shall provide the employees of the certification body with instruction on the basis of risk and hazard assessment(s) and work and operating instructions. The instruction shall include communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used under such circumstances.
- The client shall supply any necessary personal protective equipment which may be necessary and which is not provided by the certification body (helmet, safety boots or shoes, ear and eye protection – e.g. ear defenders, safety spectacles/goggles) free of charge.

##### 2) Certification Body

- The employees of the certification body may only undertake work if the circumstances and the working environment are safe. The employee is entitled to refuse to perform the work in the presence of unacceptable hazards / risks / stresses.

#### B. Validity and rights of use of the test mark and the certificate

- The validity of the certificate and logo begins with the date when the certificate is issued and ends as mentioned on the certificate. The term of the certificate depends on the particular standard on which the audit is based but may not exceed a maximum of 3 years. This assumes that, based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards (e.g. yearly, half-yearly) with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of the certification body to decide on the necessity for such an audit. The same prerequisites apply for the use of the test mark.
- The scope of the certification is listed in English language. A translation into other languages is provided in good faith. In case of doubt or objection, only the English version of the certificate is binding.
- Approval for use of the test mark only applies for the area of the client's company which has been certified. Use of the test mark for activities which lie outside the scope of the certification is not permitted.
- The test mark may only be used in the form that is provided by the certification body. The use of the accreditation body logo is not permitted. The mark must be easy to read and clearly visible. The client is not authorised to make changes to the certificate and/or the test mark. The certificate and the test mark may not be used in a misleading manner for advertising purposes.
- The test mark may only be used by the client and only in immediate association with the company name or the company logo of the client. It may not be used on products or product packaging, nor be used in relation to products and/or procedures of the client, that could be interpreted as confirming product conformity.
- It is not permitted to make use of the test mark on laboratory test reports, calibration certificates or inspection reports or certificates for persons, as these documents are classified as products in this connection.
- The client must ensure that the test mark and the certificate are only used in advertising in such a way that a statement regarding the certified area of the client, which corresponds to the certification, is made. The client also has to make sure that, within the framework of competition, the impression is not created that certification by the certification body is equivalent to a governmental or official inspection.





## NATIONAL INSPECTION & TECHNICAL TESTING COMPANY LTD. (FAHSS)

### SERVICE LEVEL AGREEMENT MANAGEMENT SYSTEM CERTIFICATION

- If a claim is made against the certification body according to the principles of product liability based on use of the test mark and/or certificate by the client which infringes the conditions of the contract, the client has the duty to hold the certification body harmless and to release the certification body with regard to all claims of third parties. The same applies for all cases in which a claim is made against the certification body by a third party based on advertising claims or other behaviour on the part of the client.
- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the test mark and the certificate in accordance with the conditions stated above.
- Use of the test mark and the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use of the test mark and the certificate, a corresponding application has to be submitted. A new audit must be performed if necessary.
- The test mark to be used in the individual case depends on the certificate that is issued.

#### C. Ending of rights of use

- 1) The right of the client to use the test mark and to claim ownership of the certificate ends automatically with immediate effect without the need for an express statement of termination, if among others
  - the client does not immediately report changes in his operations which are of significance as regards the certification, or indications that such changes may occur, to the certification body
  - the test mark and/or the certificate are used in a such a way as to infringe the provisions of item B
  - the results of the surveillance audits no longer justify maintenance of the certificate
  - insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available,
  - surveillance audits cannot be performed within the specified periods for reasons which fall under the responsibility of the client,
  - actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
  - disputes arise in relation to the test mark in connection with competition law or intellectual property rights
  - The test mark or certificate cannot be used if the certificate is suspended, withdrawn / cancelled or has expired

The certification body is entitled to suspend or terminate a certificate, and thereby the entitlement to use the test mark, if the certification body subsequently becomes aware of new information pertaining to the assessment of the certification procedure or its result.

The certification body reserves the right to make final decisions in relation to the certification, issue, refusal or maintenance of the certification, extension or restriction/limitation of the scope of the certification, renewal, suspension or reinstatement following suspension, or withdrawal of the certification.

In addition, the certification body and the client have the right to terminate the contractual relationship with immediate effect, if use of the test mark is prohibited to the client in a manner which is legally binding. The same applies for the certificate.

- 2) The certification body has the right to instigate a decertification procedure in the presence of the reasons given in C.1 following proper and expert analysis, and to suspend, withdraw or declare the certificate to be invalid. If, by at the latest 6 months following a suspension, the client is able to prove that a situation corresponding to the requirements for certification again exists, the certification can be reinstated. Any costs associated with this shall be the responsibility of the client.
- 3) Upon termination of the right of use, the client is obliged to immediately collect and destroy all certificates (originals, copies, pdf documents) and to cease advertising with the certificates.
- 4) The General Conditions for the Certification of Management Systems apply correspondingly for extensions or additions to certificates.
- 5) Either party can terminate the contractual relationship by giving 30 days written notice to the other party. All payments for outstanding invoices (if any) shall be settled by the client.



**NATIONAL INSPECTION & TECHNICAL TESTING COMPANY LTD. (FAHSS)**  
**SERVICE LEVEL AGREEMENT**  
**MANAGEMENT SYSTEM CERTIFICATION**

Please confirm concurrence by signing and stamping below

<b>Entity</b>	:	<b>NATIONAL INSPECTION &amp; TECHNICAL TESTING COMPANY LTD. (FAHSS)</b>	<b>Client Name</b>
<b>Name</b>	:		_____
<b>Date</b>	:		_____
<b>Place</b>	:		_____
<b>Sign &amp; Stamp</b>	:		