

QISJ - TERMS & CONDITIONS OF BUSINESS

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

ARTICLE 1: Scope of Inspection

QISJ provide a broad range of products inspection. Current portfolio of products subject to Inspection with **QISJ** can be found on (**QISJ-F-7.4.3 - QISJ IB Technical Scope of Activity**) containing the list of adopted scope by **QISJ**. (This document is available upon request.)

The applicant agrees to mention the scope of Inspection 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.

This agreement is legally enforced and shall consider the responsibilities of the **QISJ** and applicant.

ARTICLE 2: Responsibilities and Obligations

2.1 Applicant Responsibilities:

Applicant accepts and undertakes to:

2.1.1 Provide all documents and records which are required during inspection activities including any changes communicated from **QISJ** during and after the Inspection process.

2.1.2 Make all necessary arrangements needed by **QISJ** to conduct the inspection, Sampling including having access to all locations, equipment, personnel, clients and subcontractor's documentation and information. In addition to allowing the Inspection Team access to Applicant departments related with applicable schemes and to arrange at least one

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personnel for guiding Inspection Team during inspection, and to answer all questions of Inspection Team, during inspection within the scope of the application.

2.1.3 Inform **QISJ** without delay of changes that may affect its ability to conform with the Inspection requirements.

2.1.4 Not to give the inspection reports to third persons without permission by **QISJ**.

2.1.5 Accept to provide without delay, additional samples whenever requested by **QISJ**, which are not previously mentioned in case of need. (This includes either additional units from same selected sample or new samples identified by **QISJ** for more verification).

2.1.6 Bear cost of all financial requirements related to the Inspection process including the different inspections that might take place.

2.2 QISJ Responsibilities:

QISJ is responsible for:

2.2.1 Completing the various steps of the Inspection activities, including Sampling.

2.2.2 Storing all information and documents according to confidentiality and security rules by its personnel and experts.

2.2.3 Assure that **QISJ** Inspection team will not give any information and documents related to the Applicant to third persons, except for legal necessities by force of law, without getting permission from the Applicant.

2.2.4 Inform the applicant of the specified information belonging to applicant that will be displayed for sharing with public in any possible means by **QISJ** (website, etc.).

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The information are as follows:

- Applicant (Company)
- Details (Name, Address)
- Country
- Scope of Inspection
- Inspection Certificate No.
- Certificate Issuance Date.

ARTICLE 3: Fees

The Client agrees to pay the Inspector, at or before the time of inspection, for the services agreed upon, unless the Client agrees with **QISJ** on other payment terms.

ARTICLE 4: Validity of Contract

This agreement is signed in two copies and will be effective upon signature by the parties. The agreement is valid till the expiry of the inspection report / Inspection certificate issued by **QISJ**.

ARTICLE 5: 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.

5.1 When **QISJ** is required by law or authorized by contractual commitments to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.

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5.2 Information about the client obtained from sources other than the client (e.g., complainant, regulators) shall be treated as confidential.

ARTICLE 6: Notices

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

Any amendment or additions to this Agreement shall be in writing and signed by Both Parties.

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

ARTICLE 7: Governance

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

ARTICLE 8: Disputes

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of **QISJ**. By signing this agreement, applicant acknowledges, recognizes and accepts the procedures of handling complaints and appeals (**QISJ –SOP-7.5 Complaints & Appeals procedure**) available on **QISJ** Website/Publicly available information.

ARTICLE 9: Publicity

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

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Among other methods, **QISJ** will publicize its authorization of certifying compliance of applicant’s product(s) to an applicable standard at **QISJ**’s web site or remove such authorization from such website upon cancellation of this agreement.

ARTICLE 10: Subcontracting

The applicant agrees to permit elements of the Inspection process to be performed by a subcontractor authorized by **QISJ**.

ARTICLE 11: Expiration Period for Pending Applications

The applicant agrees that applications for Inspection 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 applicant desires to continue the Inspection process after the application has been closed, it agrees to submit a new application package with fees applicable to a new application.

ARTICLE 12: Authorization

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

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