

<b>Certification Section</b>	<b>Product certification agreement</b>		F/CSD/02 01.05.2023 Rev. No. 03 Page 1 of 13
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Type of client	<input type="checkbox"/> <b>New client</b>	<input type="checkbox"/> <b>Existing client</b>	
Request for	<input type="checkbox"/> Initial product certification	<input type="checkbox"/> Removal of product from the present certification	
	<input type="checkbox"/> Extending the certification	<input type="checkbox"/> Renewal certification	
<b>Information of applicant</b>			
Legal Entity Name of applicant			
Address of applicant			
Name and function of the person acting as contact and authorized to sign on behalf of the applicant			
Business address and contact details			
Role of applicant organization (manufacturer, designer, distributor, agent, etc.)			
E mail of authorized Person			
<b>Information of manufacturers</b>			
Name of manufacturers	Name and title of person responsible for product quality /Email		

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Details of products under certification				
Sr. No.	Name of products	Specifications / Type	Reference national / international standard	Intended application
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				

Testing of identified portions as part of certification will be carried-out by	<input type="checkbox"/>	Client	<input type="checkbox"/>	SCC
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We hereby declare that the information given above is true as per best of my knowledge and we are bound to follow the Rules of Certification and all other terms and conditions given in this contract as well as use of certificate and marks (E/SYS/01). We also hereby agreed to return the certificate in case, it is decided to withdraw due to any reason. We are bound to timely completion of announced surveillance. However, we also agree on unannounced surveillance any time by **SCC**.

Name, designation and signature of the authorized person with seal

**To be reviewed by Certification Manager and above**

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1.0 Capability review		
Sl. No.	Points reviewed	Status
1.	Is the products requested for certification, is in the scope of accreditation?	
2.	Do we have capability and resources to meet the client requirements?	
3.	Is appropriate standard selected for product under certification?	
4.	Does the certification scheme cover the reference standards referred by client?	
5.	Is the required testing as a part of certification, is in the scope of client?	

To be reviewed by Certification Manager and above	
<b>2.0 Assignment of evaluator man-days for the certification</b>	
Description	Man day
Product document review	
Stage 1- Evaluation of test report	
Stage 2- Generate the conformity certificate	
Total	
<b>Status of agreement</b>	
<b>3.0 Tentative plan for execution</b>	
Description of activities	Tentative plan agreed with client
Product document review	
Stage 1- Evaluation of test report	
Stage 2- Generate the conformity certificate	

Reviewed on :	Reviewed and agreed by  Certification Manager / Top Management
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### General terms and conditions

1. This agreement is made between **Specialty Conformity Certification Private Limited**, and the company or organization (the "client").
2. the client always fulfils the certification requirements including implementing appropriate changes when they are communicated by the certification body.
3. the client makes claims regarding certification consistent with the scope of certification
4. the client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized.
5. 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 (e.g. the return of certification documents) and takes any other required measure.
6. if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme
7. in making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by the certification scheme.
8. the client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product
9. the client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification and documents the actions taken
10. the client informs the certification body, without delay, of changes that may affect its ability to conform with the certification requirements. The examples of changes can include the following:
  - the legal, commercial, organizational status or ownership
  - organization and management (e.g. key managerial, decision-making or technical staff
  - modifications to the product or the production method
  - major changes to the quality management system
11. **Scope of Agreement**
- 11.1 **SCC** agrees to provide the client with the service for the location(s) and the scope as detailed

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in the price quotation - part of commercial contract document. The client agrees to the provisions of this Agreement and all attachments.

- 11.2 In order that **SCC** may provide the service, the client agrees to supply **SCC** with all the necessary information about their facilities.
- 11.3 Client requested service visit dates must be confirmed with **SCC** in writing after receipt of signed contract. No service visit dates requested by clients prior to the return of the signed commercial contract document can be guaranteed.
- 11.4 Unless agreed to in writing, nothing expressed or implied between the client and **SCC** personnel is considered binding.
- 11.5 Client allows **SCC** to use its logo on their advertising and marketing material.
- 11.6 **SCC** publishes list of certificates of conformity issued, suspended, withdrawn. The information includes details like, name, address and scope of the certificate of conformity and certification validity. Client allows **SCC** to publish the details in this list.
- 11.7 **SCC** will provide its clients any changes that may take place to its certification requirements and the same will be verified by **SCC** for all its clients for compliance.
- 11.8 Client is to inform **SCC** any changes that may affect the capability of the certified products to continue to fulfill the requirements of the normative standard used for certification as per defined certification scheme e.g. Changes related to legal, commercial, organizational status of ownership, organization and management, address and sites, scope of operations under certified products, major changes to certified products and processes.

## 12. Terms of payment

- 12.1 Fees of issuing of conformity certificate will remain fixed for a period of twelve(12) months from the date of signing this contract and the renewal of the contract will be yearly.
- 12.2 The fees of the issuing of the conformity certificate or renewal will be as per first quotation send to the second party by first party or approved mail of the fees from the second party.
- 12.3 SCC may share the evaluation of application against quotation send by first party to second party
- 12.4 The invoice will be presented along with the conformity of certificate to be paid according the agree between two parties. Any amount not paid within 90 days of the date of the invoice may be subject to additional fees of 1.5 % per month.
- 12.5 Fees for special purpose visits e.g. to verify implementation of corrective actions, on receipt of customer complaints, changes / revisions in the certified products, which the client has reported as having an effect on the registration, change in address, scope of the certified products, changes / revision in certified normative standard etc. are not included in the fees quoted. This may include additional evaluation and/or assessment time and will be invoiced to the client at rates in effect at the time of the visit.

## 13. Termination

- 13.1 This agreement shall be valid up to one year from signing the agreement from second party
- 13.2 Either party may terminate this agreement by written notice to the other, at least three months prior to the next scheduled service assignment date;
  - a) if the other party is in material breach of this agreement and such breach remains uncured five

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days after receipt of written notice thereof;

- b) if the other party (i) files for voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against such other party and such involuntary petition is not dismissed within 30 days from the date of the filing thereof, (ii) is unable or admits in writing an inability to pay its debts as they come due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) dissolves, liquidates or sells substantially all of its assets.
- 13.3 This agreement shall be terminated if payments due to **SCC** are not settled within 60 days from the invoice date or as payment terms agreed mutually.
- 13.4 This agreement can also be terminated, if the certified client has failed to meet the requirements of the Rules for Certification and certification scheme.
- 13.5 In the event that this agreement is terminated, the certificate of conformity shall be deemed to be canceled and the client has to stop using the certification and registration marks with immediate effect.
- 14. Liability**
- 14.1 **SCC** or its personnel shall not have any liability to the client for any claim, loss, damage or expense resulting from, relating to or arising out of **SCC's** performance of the service except to the extent resulting from the negligence or willful misconduct of **SCC** or its personnel. In the event of any claim, loss, damage or expense incurred by the client as a result of the negligence or willful misconduct of **SCC** or its personnel in the performance of the service, **SCC's** maximum liability to the client shall be limited to the amount of the fees paid to **SCC** for the service under this agreement. As a DGSM Certification scheme requirements (**E/SYS/04**)
- 15. Force majeure**
- 15.1 **SCC** shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.
- 16. Law**
- 16.1 The contract to which this agreement applies is governed by the **laws of Oman**, and the parties submit to the jurisdiction of the **courts of Oman**, and all notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the party.
- 17. Indemnity**
- 17.1 The client will indemnify and hold harmless **SCC** and its personnel from and against any and all liabilities, damages, claims, losses, costs and expenses (including reasonable attorney's fees) resulting from, breach of agreement or resulting from, relating to, or arising out of the misuse or alleged misuse by the client of any registration, certificate of conformity, logo or mark of conformity provided by **SCC** pursuant to this agreement.
- 18. Confidentiality**
- 18.1 Except as required by law and the relevant accreditation authorities, **SCC** will treat as strictly confidential and will not disclose to any third party without prior written consent of the client, any information which comes into the possession of **SCC** or its employees in the course of providing the service.

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**Rules for Certification**

1. The client facilities specified in this agreement must have an effectively implemented and documented all requirements for certified products, which complies with the standard specified in this agreement.
2. Client has to fulfill the certification requirements continually, including implementing appropriate changes when they are communicated by the **SCC**.
3. Client has to ensure that all the product related requirements applies to ongoing production, the certified product continues to fulfill the product requirements.
4. Client has to makes all necessary arrangements for;
  - a) investigation of complaints;
  - b) the participation of observers, if applicable;
5. Client makes claims regarding certification consistent with the scope of certification.
6. Client does not use its product certification in such a manner as to bring the **SCC** into disrepute and does not make any statement regarding its product certification that the **SCC** may consider misleading or unauthorized;
7. 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 DGSM certification scheme (e.g. the return of certification documents) and takes any other required measure;
8. If the client has provided copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the DGSM certification scheme;
9. Client has to ensure that in making reference to its product certification in communication media such as documents, brochures or advertising, it complies with the requirements of the **SCC** or as specified by the certification scheme;
10. Client has to keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the **SCC** when requested, and to ensure that the client has;
  - a) taken appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
  - b) documented the actions taken;
11. Client has to inform the **SCC**, without delay, of changes that may affect its ability to conform with the certification requirements.
12. All records (test reports from the ISO/IEC 17025 accredited laboratories for the claim of conformity) pertaining to the certified products must be made available to authorized **SCC** personnel including records of external complaints and remedial actions taken.
13. A designated individual must be appointed by the client to be responsible for ensuring that the certified products requirements are observed.
14. For any certified products the client must comply with the DGSM certification scheme requirements, mandatory legal or regulatory requirements, statutory requirements which apply to the client's facilities, production processes or services. The client must maintain a register of



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regulatory requirements that are applicable to the products and shall comply with the same. In the event of client (organization) conducting a violation of the legal / regulatory / statutory requirement, the client will inform **SCC** on its own, proactively and voluntarily. In case a violation of legal / regulatory / statutory requirement is observed during the course of evaluation and/or assessment, the evaluation and/or assessment team will notify the client's management of the violation. The client shall ensure and provide evidence to **SCC** that the appropriate authorities have been notified of the violation as per the prescribed procedures of the relevant authorities.

15. All significant changes to the client's organization, facilities, products, or services which may affect the certification or compliance to the evaluated and/or assessed standard must be communicated to **SCC**. This may require **SCC** to undertake further evaluation and/or assessment to review the impact of these changes on the certification as well as on product.
16. The frequency and duration of surveillance visits may be increased if a significant number of non-conformances or complaints are reported. The additional time (if any) shall be charged at the prevailing rates.
17. Current certified products held by the client must be produced and made available to authorized **SCC** personnel at each visit.
18. Appeals / complaints against any decision taken by **SCC** regarding the client's certification are covered by a documented appeals procedure, complaints procedure which is available on **SCC** website.
19. The client must inform **SCC** of any significant non-conformances of which they are aware, through internal evaluation and/or assessment or other means. The client is responsible for the adoption of sound policies to maintain the reliability of their certified products. It should be understood that **SCC** is assessing the products and is not in any way certifying the effectiveness of the system of client.
20. If the client's certified products are registered by **SCC**, the client is entitled to use the mark of **SCC** in conjunction with the appropriate accreditation body logo subject to the logo conditions. The client agrees not to misrepresent the Certification by **SCC**, nor to modify or alter the certificate of conformity in any way, including **SCC** 's logo. Client also agrees to meet the requirements as stated in the policy on use of certificate, marks of conformity (E/SYS/01), which is sent along with the certificate of conformity. These requirements will be verified at time of the subsequent evaluation and/or assessments.
21. If the client fails to maintain compliance with the requirements for certification, certification may be suspended or withdrawn at the discretion of **SCC**. A copy of the suspension and cancellation procedure is available on **SCC** Website. Upon suspension or cancellation of the certification the client will discontinue all advertising matter and stationery that contain any reference to the certification and on cancellation, will return all the certificate of conformity including the **SCC** and accreditation body logo material.
22. Client shall initiate actions against the issues raised by **SCC** for suspending the certification. He shall submit the evidences for actions taken to close out all the issues raised. Failure to comply with the suspension conditions shall escalate the suspension to withdrawal / deregistration / cancellation of certification.
23. The client certified products must include a provision, which makes it clear to its customers when it is supplying products not made under it.



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24. The client must only claim that it is certified with respect to those products for which it has been granted certification.

### Certification process

#### 1. Introduction

These rules have been prepared against criteria for competence set out in (2) below. The Scope of Accreditation issued by Accreditation body is an acknowledgement that **SCC** has the necessary expertise and ability to manage evaluation and/or assessments in those particular sectors. Details of all accredited scopes held are available on request to **SCC** and are detailed out in the DGSM certification scheme. If a particular sector is outside the present accredited scope of **SCC** and if agreed by the client a non-accredited certificate of conformity can be offered by **SCC** .

Certification of certified products is not a statement by the **SCC** guaranteeing that the subsequent product actually meet specified requirements. Certification does not imply a view on the quality of subsequent products manufactured by manufacturer.

**SCC** is a privately owned independent organization.

#### 2. Scope

**SCC** undertakes the evaluation and/or assessment, and certification of products manufactured by companies to the respective certified normative standards applied for. The client must agree to supply all necessary information to **SCC**. **SCC** may refuse to provide the service of evaluation and/or assessment, and certification of products in case of client business is out of accreditation scopes held by **SCC**, non-availability of competent staff competent staff with **SCC**, commercial reasons, reputation of client. The reason for refusing to provide the evaluation and/or assessment, and certification of products operated by companies to the respective certified normative standards applied for will be documented and communicated to the client.

#### 3. Personnel

**SCC** undertakes to provide suitably qualified personnel for all evaluation and/or assessment and surveillance work using their own staff or suitable qualified subcontractors. If requested by **SCC** the client will allow the presence of observers, trainee evaluators, technical experts as part of the evaluation and/or assessment.

All members of **SCC** (full-time employees or sub-contractors) are required to sign confidentiality agreements concerned with all confidential information to which they may be exposed at client premises.

The client has right to object to any Technical evaluator / Management System Auditor, if he perceives conflict to his interest. Client can raise his objection to Managing Director, who shall review the potential impartiality threat and take necessary actions; however, the change cannot be guaranteed in case of no conflict perceived.

#### 4. Product certification agreement

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Once the client agree the terms and conditions indicated in this agreement and signed it, **SCC** will start evaluate the applications received by the clients and issuing the conformity of certificate.

#### 5. Evaluation Methodology

- a. The first stage of the evaluation and/or assessment as carried out by **SCC** is to carry out Stage–1 evaluation a review of the client's documentation related to products with respect to the appropriate standard(s) and according to DGCM's requirements.
- b. In case there is any non-confirmed, **SCC** will send the same to the client.
- c. In case, the application meet the requirements, **SCC** will issue the conformity of certificate by **SCC** software.
- d. After certification, if the client changes anything in the product, which significantly affects the conformance to applicable certified products, applicable regulatory or statutory requirements or interested party requirements, then **SCC** must be informed. **SCC** reserves the right to re-evaluation and/or assessment, if necessary.
- e. Renewal of the conformity of certificate could be required by **SCC** according to the clients.

#### 6. Certification

On completion of the application evaluation by technical evaluator and given the initial approval stating that the client's certified products meets the requirements, then the application moves to the Certification Manager and he will review the technical evaluator's decision and if it meets the requirements, he will approve the conformity certificate. The certificate of conformity is issued by **SCC** software. The certificate of conformity remains the property of **SCC**. Providing the client maintains the certified products to the required standard, the certificate of conformity is valid for one years from issuing date.

#### 7. Extension to the scope of registration

This may be applied for in the same way as the initial evaluation and/or assessment, indicating the increased scope of registration being required. Evaluation will be carried–out in the areas not previously evaluated. If successful, a new certificate of conformity indicating the new full scope will be issued by **SCC**. There will be a charge for extensions to scope and re-issue of the certificate of conformity.

#### 8. Short notice evaluation

**SCC** may when necessary conduct short notice evaluation or unannounced evaluation to investigate complaints, or in response to changes, or as follow up to suspended clients.

#### 9. Reduction in scope of Certificate of conformity issued

**SCC** shall wherever applicable reduce the scope of certification, if during the time of routine renewal evaluation it finds that the certified client has continually / seriously failed to meet the certification requirements for those parts of the scope of certification. The reduction in scope will be approved by the Certification Manager.

#### 10. Publicity

Once a certificate of conformity has been issued, the client has the right to publish the fact. The relevant logos can be used on its stationery relating only to the evaluated scope of registration and the relevant part of the standard. All conditions of the policy on use of certificate and marks of conformity (E/SYS/01) issued along with the certificate of conformity will need to be followed.

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**11. Certificate of conformity Misuse**

**SCC** will take all reasonable precautions to see that there is no misuse of their certificate of conformity in client advertising etc. The client undertakes to use certification marks as appropriate to its evaluated scope of registration and relevant standards.

**12. Suspension**

**SCC** shall initiate the suspension process based on the following reasons:

- Effective corrective action for the nonconformance is not implemented within a specified time period (06 months from the date of nonconformance issued).
- Improper or misuse of the certificate of conformity, symbol or logo not remedied to the satisfaction of **SCC**.
- Client ceases to supply product as per the requirements for an extended period of time.
- Client's certified products have persistently fails to meet any of the requirements for certification including requirements for the effectiveness of the certified products.
- Client fails to meet financial obligations to **SCC**.
- Client is unable or unwilling to ensure conformance to revisions of standards.
- Existence of a serious complaint, or a large number of second- or third-party complaints, which indicate that the certified products are not being maintained.
- Client does not comply with the deadlines set by **SCC** to upgrade to the latest revision of normative standards for the products certified.
- Client voluntarily requests for suspension.
- During the period of suspension the client shall not advertise or promote their certification mark.

The Suspension period will be for a maximum period of six months, after which the certificate of conformity will be withdrawn if the conditions for placing the certificate of conformity under suspension is not met. If the conditions for suspension are met then the certificate of conformity will be restored.

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### 13. Deregistration / Withdrawal / Cancellation

**SCC** shall deregister / withdraw or cancel the certificate of conformity on the following grounds:

- The client fails to take effective corrective action within six months of suspension for any of the reasons given above.
- Client makes a formal request to withdraw certification.
- Infringement by the client of any contractual conditions between the client and **SCC**.
- Client will be deregistered on expiry of the current certificate of conformity unless renewal evaluation has been successfully completed.
- Client can be deregistered upon expiry date of the current standards in which there are revisions in the standards.
- In case a client has certification to multiple standards, based on the reason for suspension / withdrawal, Certification Manager of **SCC** will decide the impact of continuation of certification of other standards not affected by suspension / withdrawal and re-issue the relevant certificate of conformity in case of withdrawal.

### 14. Changes in the standard

Any changes in the normative standard against, which the product is certified must be implemented as per the DGSM requirements.

### 15. Appeals Procedure

If for any reason a client is not in agreement with the Technical evaluator / renewal , including suspension or withdrawal of a certificate of conformity, he/she is at liberty to lodge a written appeal with the Managing Director of **Specialty Conformity Certification through the SCC website ( [www.scc-om.com](http://www.scc-om.com) )** . All appeals will be held in the presence of an impartiality committee ( The committee will hear evidence from the client's representative and the relevant Technical evaluator well as decision of certification committee. The decision of the committee is final and binding on both the client and **SCC**. No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

The actions in response of a complaint and appeal will be recorded by the Managing Director and will be held under confidentiality and communicated to respective appellant / complainant.

Appeals will be handled as per the appeals handling procedure.

### 16. Complaints against SCC personnel

If a client or anyone has a complaint regarding any employee of **SCC**, this should be sent in writing to the Managing Director of **Specialty Conformity Certification through the SCC website ( [www.scc-om.com](http://www.scc-om.com) )**. If the complaint involves the Managing Director then the complaint shall be handled as per **SCC** 's defined complaint handling process.

### 17. Liability

Neither **SCC** nor any of its promoters, employees, Technical evaluator / or subcontractor's warrants the accuracy of any evaluation, review, information, certification, service or advice supplied. Except as stated in this document, neither **SCC** nor any of its promoters, employees, technical evaluator or subcontractors shall be liable for any loss, expense or damage however

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so sustained by any company, client or person due to any act whatsoever taken by **SCC** or its promoters, employees, Technical evaluator or subcontractors, save to the extent that any attempted exclusion or liability would be contrary to law.