



FIRST QUALITY CERTIFICATION

P.O. Box 92715, Abu Dhabi, United Arab Emirates

CERTIFICATION REGULATIONS & GUIDELINES

1. APPLICATION

All certification-related activities by First Quality Certification (FQC) are governed by the previously executed "Certification Agreement" and by this following specific document, "Certification Regulations & Guidelines", or otherwise known as the "Regulations", which is an ancillary part of the "Certification Agreement" and constitutes the entire agreement between First Quality Certification (FQC) and the Client, unless otherwise agreed in writing and signed by all parties or to the extent otherwise required mandatory by law.

2. DEFINITIONS

For the purpose of these "Regulations" and unless the context otherwise indicates;

"FQC" – First Quality Certification; the Certification Body or the Conformity Assessment Body

"ISO" – International Organization for Standardization; is an independent, non-governmental international organization with a membership of 162 national standards bodies (Source: iso.org)

"CB" - Certification Body or also known as Conformity Assessment Body (CAB); the competent organization which assesses Client's management system against the relevant certification scheme

"MS" – management system

"IMS" – Integrated Management System

"Services" – refers to the certification services provided by FQC

"Standard" – relevant international/ local standard

"MS documentations" – refers to management system documents such as manuals, procedures, work instructions, forms, registers, checklist, logs, etc. that are being utilized and controlled by the Client

"Certificate" – means certificate(s) issued by First Quality Certification (FQC)

"Applicant" – the party making certification application; or generally also known as "Client", the organization which has applied for their management system to be certified by FQC

"Certified Client" – organization whose management system has been successfully assessed and has been granted certificate(s) by FQC

"Agreement" – or also known as "Certification Agreement", a contractual document executed by both FQC and the Client which forms an integral part of this document and will be read and understood in conjunction herewith

"Certification" – is an attestation by FQC through the issue of a written assurance (certificate), based on decision following audit and review that the product, service or system meets the relevant certification scheme requirements

"Certification Manager" – qualified person employed by FQC to review audit reports and take certification decisions

"Inspection" - regular checking of a product to make sure it meets specified criteria (Source: iso.org)

"Testing" - the determination of one or more of an object or product's characteristics and is usually performed by a laboratory (Source: iso.org)

"Accreditation" - the formal recognition by an independent body, generally known as an accreditation body, that a certification body operates according to international standards (Source: iso.org)

"Certification Cycle" – three (3) year period from the date of issue of certificate(s)

"Single site" – certification service to be carried out only at one-site or location, where the organization delivers its services and usually where the central function is

"Multi-Site" – certification service for two or more site or locations; an organization covered by a single management system comprising an identified central function (not necessarily the headquarters of the organization) at which certain processes or activities are planned and controlled, and a number of sites at which such processes or activities are fully or partially carried out

"Audit" – or sometimes referred as "Assessment" is a systematic, independent, documented process for obtaining records, statement of facts or other relevant information and assessing them objectively to determine the extent to which the relevant certification scheme requirements has been fulfilled

"Audit of Integrated Management System" – an audit of an organization's management system against two or more sets of audit criteria or standards conducted at the same time

"Conformity Assessment" - involves a set of processes that show your product, service or system meets the requirements of a standard. Main forms of conformity assessment are testing, certification and inspection



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“Reports” - all document(s) produced or created by FQC personnel in relation to the conduct of audit for the performance of its certification service

“Regulations” or also known as “Certification Regulations & Guidelines”, refers to this document; a set of rules, regulations and guidelines mutually agreed to follow by all Parties apart from the “Certification Agreement”

“Guidelines” – a guide or set of instruction to follow (e.g. for the Usage of Logo, etc.)

“Impartiality” – presence of objectivity

“Impartiality Committee” – committee established to oversee the operations of FQC. Members represent various sectors with no personal or financial interest whatsoever with FQC. They are unpaid volunteers not directly involved with FQC.

“Work Instruction” – describes how to perform a task within a process, which is a more detailed portion of the procedure such as “Completing a PO” or “Ordering supplies.”

“Process” – any activity or set of activities that uses resources to transform inputs into outputs

“System Procedure” – how the process needs to be done; guidelines & instructions to do a particular processes as best practice

“Marks” – also called “Logo” is FQC and certification scheme logo

“Accreditation Logo” – refers to the logo of the Accreditation body where FQC is accredited with

“Scheme” – refers to the certification scheme which constituted the Agreement; also known as “Certification Scheme” or “Relevant Scheme”

“Stage 1 Audit” – is the initial or preliminary audit on the Client’s management system to determine its readiness for Stage 2

“Stage 2 Audit” – the main and usually a comprehensive and thorough audit on the Client’s management system to assess and determine the Client’s compliance with the relevant scheme

“Recertification/ Special Audits” – special audit needs where there is any kind of changes in the entity such as scope change, management change, system procedure change

“Top Management” – person or group of people who directs and controls an organization at the highest level

3. FQC OBLIGATIONS

No certification is to be provided where there is the possibility of financial self-interest. FQC will not certify the management system(s) of shareholders or of clients where FQC employee has a direct family member working at a senior management level.

FQC shall at all times exercise due diligence and with reasonable care and skills in the provision of its certification services to its Clients which covers audit, report submission and delivery of certificate(s) of approval against specified recognized standard to any company, firm, company, association or government agency.

FQC auditors shall at all times observe safety, security and shall follow internal rules and regulations when on Client’s premises and facilities.

To maintain a certificate validation system of all its certified Clients through FQC website.

FQC to notify the Client on any changes in the standard(s) and to give Client sufficient time to meet the revised requirement.

FQC reserves the right to make minor changes for corrections and/ or improvement of this “Regulations” without prior notification. However, if such changes affect the liabilities and obligations of the Client, a prior written notification shall be given.

FQC to seek feedbacks and/or suggestions to its Clients for potential areas of improvement.

4. CLIENT’S OBLIGATIONS

Client is responsible in ensuring FQC audit personnel’s safety and security in executing its certification services. Client shall ensure FQC audit personnel has adequate protective equipment for the working environment to be assessed. Where specialist training is required, Client shall disclose the same to FQC prior to the scheduled visit.

Client hereby represents and warrants that all documents and information supplied or provided to FQC for the purpose of the “Certification Agreement” and this “Regulations” as a result of FQC’s certification services, including without limitation, the application and Client’s management system documentation, are complete and accurate and do not omit any material fact.

Client agree to notify FQC in writing any condition thereof that would negatively affect FQC’s decision to issue or maintain the Client’s certification.

FQC shall be given access to all materials or information in relation to such negative conditions.



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Client hereby warrants and agrees that at all times during the term of the “Certification Agreement” and this “Regulations”, comply with all the requirements necessary for the issuance and maintenance of its certificate(s), including without limitation, all legal, statutory and regulatory requirements (as applicable), issued by any government authority or by ISO or any other governing bodies/ authorities.

Client to provide FQC all the documents, information, facilities and to make all necessary arrangements to enable FQC to conduct its audit, including the right of access of FQC audit staff or Accreditation body representatives and/or regulatory authority and to accommodate presence of observers, technical experts or auditor-in-training, during working hours on the Client’s premises or sites that is under certification, for purpose of examining materials, documents (such as procedures and manuals) processes, system, personnel records and/or for purpose of investigating complaints.

Where FQC’s performance of its contractual obligations has been delayed or prevented by any default or negligence of the Client or its authorized representatives or consultants or employees, FQC shall not be liable for any costs or charges or losses incurred by the Client, as a result of such delayed or prevention.

Client to use the certification mark in accordance with the conditions pursuant to Clause 16 of this “Regulations”.

Client to immediately notify FQC for any change to the certified management system.

Client to immediately notify FQC for any and all adverse incidents relating to the certified management system scope, particularly when such incident may arise to a civil or criminal litigation.

Client to regularly check FQC website for relevant standard or regulatory updates and information.

5. MULTI-SITE CONDITIONS

For multi-site organizations of the Client, it need not be a unique legal entity, but all sites shall have a legal or contractual link with the central office and be subject to a common management system. Its management system is established and subject to continuous surveillance and internal audits by the central office, which means that central office has the rights to ensure that the sites implement corrective actions when needed at any site.

Processes at all sites have to be substantially of the same kind and have to be operated to similar methods and procedures.

Where some sites under consideration conduct similar but fewer processes than others, they may be eligible for inclusion, provided that the sites or sites, which conduct most processes or critical processes are subject to full audit.

All sites of the Client should be in the same country.

For organizations (Client), wherein they conduct their business through linked processes in different locations, they are also eligible for sampling under multi-site.

Where processes in each location are not similar but are clearly linked, the sampling plan shall include at least one example of each processes conducted by the organization (Client).

6. FEES PAYABLE

Client shall pay fees and charges as described in Clause 10.1 of the “Certification Agreement”. However, in some cases, schedule of fees maybe adjusted upon mutual agreement between FQC and the Client. The applicable fees may include, signing fee, pre-assessment fee, audit fees, travel fee, certification fee, and annual surveillance fees.

Audit fees for initial certification as well as surveillance and re-certification are based on the number of audit man-days required to complete the audit. When additional man-days are required, prompt notice to the Client will be given.

Fees are to be paid as follows:

- 40% upon execution of the Certification Agreement and this Regulation
- 20% upon completion of Stage 1 Assessment and delivery of audit report to Client
- 20% upon completion of Stage 2 Assessment and delivery of audit report to Client
- 20% upon delivery of the Certificate(s)

FQC reserves the right to change the schedule of payment as it deemed appropriate.

Any local taxes on the service shall be incurred by the Client.

7. INDEMNIFICATION

The Client agrees to indemnify FQC against any liability, loss or damage from claims, demands, costs including legal fees, or judgements arising out of any gross negligent or intentional acts of the Client or Client’s authorized third-parties.

8. LIMITATION OF LIABILITY

Notwithstanding any other provision of the “Certification Agreement” and this “Regulations”, neither party shall under any circumstances, be held liable to the other party for any indirect, incidental, special, punitive, or consequential damages, or economic losses (including loss



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of profits, loss of production, loss of value or decrease in earnings from any goods or property, including without limitation, loss of use, loss of financial advantage, business interruption or downtime) occur during the normal course of events or any third-party claims which may arise as a result of the services provided as stated in the "Certification Agreement" and to this "Regulations".

The maximum aggregate liability of FQC for damages in connection with its certification services shall not exceed and shall be limited only to the amount of fees actually paid and received from the Client.

9. FAILURE TO COMPLY WITH CERTIFICATION REQUIREMENTS

In the event of detection for any deviation from certification requirements, or improper or unauthorized use of FQC name or mark, upon written notice to the Client, FQC reserves the right, in its sole discretion, to take action as it deems necessary, including but not limited to the following:

- a. Depending on the complexity of the deviation, immediate corrective action to ensure compliance to relevant requirements
- b. Suspension or withdrawal of the Certification issued pursuant to Clause 10 of this Regulations
- c. Termination of the previously executed Certification Agreement and this Certification Regulations and Guidelines pursuant to Clause 11 of this Regulations
- d. Notification to Regulatory Authority

10. SUSPENSION OR WITHDRAWAL OF CERTIFICATION

Upon Client's failure to comply with any of the relevant certification requirements and the executed "Certification Agreement" and this "Regulations", FQC may issue a letter of suspension or withdrawal and which shall notify the Client of the nature of failure.

The following may warrant the suspension, reduction of scope of certification or withdrawal of certification;

- a. Non-compliance to a serious and major requirement(s)
- b. Failure to settle outstanding dues and other financial obligations
- c. Failure or delayed on surveillance or re-audit more than six (6) months past its due date
- d. Failure to take corrective action(s) to resolve the cause of suspension within agreed timeframe
- e. Continued misuse of certification marks
- f. Commit any breach under the Certification Agreement and this Regulations
- g. Client on its own, do not wish to continue with the certification
- h. Client ceases operations or the scope of certification no longer exist or not being offered anymore

With the foregoing, the "Certification Agreement" and this "Regulations" shall be terminated pursuant to Clause 11 of this Regulations.

In the event of certificate withdrawal, Certificate of Registration must be returned to FQC and Client must discontinue any use of FQC mark and accreditation logo and the use of all advertising materials that contains reference to certification.

FQC will update its Register and website to reflect such withdrawal.

However, in the event of scope reduction, Clients needs to amend all advertising materials accordingly.

In the event of appeals against the suspension or withdrawal of certification, refer to Clause 13 of this "Regulations".

11. TERMINATION

Client Termination. The Client may for any reason terminate the Certification Agreement upon not less than thirty (30) days written notice to FQC. The notice shall indicate the termination date and the notice period shall deemed to commence upon the date of mailing of the notice to FQC by registered mail (with return receipt requested), or upon the date received by FQC in case of electronic emails (with read receipt).

FQC termination. FQC will give the Client thirty (30) days period for corrective action. However, period may be extended further upon mutual agreement between FQC and the Client. Failure to take corrective action(s) within the time frame agreed, FQC may terminate the "Certification Agreement", without prejudice to any other rights FQC may have, such as:

- a. Immediate payment of outstanding dues of the Client to FQC
- b. Continue to honour the terms in full force and effect pursuant to Clause 7 and Clause 8 respectively of this Regulations

FQC shall not be required to fulfil its duties and obligations under "Certification Agreement" and this "Regulations" if FQC is prevented from fulfilling its duties and obligations by any acts or omissions of the Client.

12. TRANSFER OF CERTIFICATES

If a Certified Client wishes to transfer certificate(s) from other certification body to FQC, FQC may issue certificate(s) based on latest audit results of previous certification body. Original certificate(s), audit report(s) and status of nonconformity, if any and actions taken thereof, will be assessed. Results of the assessment will be submitted to Certification Committee for review. If found satisfactory, expiry date will be the same as the original certificate.

13. COMPLAINTS AND APPEALS

Clients may appeal any application or certification-related decision or submit complaint regarding FQC staff or its activities relating to auditing and certification process. FQC



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maintains transparency in all complaints and appeals proceedings. Any complaints, disputes and appeals shall be dealt with fairly and impartial.

FQC have system in place to deal with the complaints and appeals. All complaints are made in writing and addressed to the Operations Manager for resolution. For certification-related activity, see "Customer Survey & Handling Complaints", Doc. Reference: QPR-010-CSC.

14. IMPARTIALITY

FQC shall provide certification services which are impartial. FQC acknowledges and recognizes the importance of impartiality in maintaining the integrity of the audit process and as such have system in place to manage and control conflict of interest which may arise. (See Doc. Reference: QPR-017-COIM). Any threats to impartiality of FQC shall notify and are referred to the Impartiality Committee for investigation.

15. CONFIDENTIALITY

FQC agrees not to disclose any and all confidential and proprietary information and documentation related to the Client's business or activities, during the audit and certification process. FQC employees and contracted staff have signed an individual non-disclosure agreement and will only receive confidential information on a need-to-know basis. All assessment reports are treated with utmost confidentiality and will not be disclosed to any third-party unless a written permission is granted by the Client.

However, this obligation shall not apply to any information which is already available to the public or those that are acquired from other sources without confidentiality restrictions.

In the event of a court order or similar document requesting disclosure of confidential and proprietary information provided by the Client to FQC, the latter shall notify the Client thereof. If Client contest to the said request, FQC shall cooperate with the Client. Otherwise, FQC will provide the requested information to the requestor but only to the extent legally required.

Upon termination or expiration of the "Certification Agreement" and this "Regulations", Client acknowledges and agrees that FQC may retain any and all information received from the Client for its official records. All retained information shall be kept and maintained in accordance with this Section.

16. USE OF CERTIFICATION MARK

Subject to the terms of the "Certification Agreement" and this "Regulations", FQC, upon issuance of certificate(s) shall grant the Client a non-transferable right to use of its certification mark. Client acknowledge and agrees that the

mark constitute valuable intellectual property of FQC and an unauthorized use of it constitutes a breach of the "Certification Agreement" and this "Regulations".

Client shall follow the rules on the "Usage of FQC Mark and Accreditation Logo" (Doc. Reference: QPR-013-EAC-02_Annexure 1) and which is publicly accessible on our website www.firstqualitycertification.ae. Failure to this may lead to suspension or withdrawal of certificate(s).

17. NOTICE OF CHANGE(S) BY THE CERTIFIED CLIENT

Certified Client to ensure FQC to inform without delay, of any substantive changes that took place or are planned to take place in or to your structure, strategy, management, or of any matters that may affect the capability of its management system to continue to fulfil the requirements of the relevant standards.

These changes may be relating to, without limitation;

- a. Legal, commercial, organizational status or ownership of the certified client
- b. Certified Client's contact address and sites
- c. Organization and management structure (technical staff, key positions, etc.)
- d. Scope of activities or operations under the certified management system, such as extension of scope
- e. Major changes to the management system and processes

With the foregoing, FQC reserves the right to investigate the nature of the changes thereof and its impact to the certified client's certification. And where necessary, FQC may re-submit a separate quote in line with the changes, and Client will be notified prior to the assessment.

18. THIRD PARTIES AND ASSIGNMENT OF RIGHTS

To the fullest extent permitted by UAE law and except as expressly provided for in the "Certification Agreement" or in this "Regulations", a person who is not a party to the "Certification Agreement" and to this "Regulations" shall not have any rights under or in connection with the "Certification Agreement" and this "Regulations".

Client rights or obligations as stipulated in the "Certification Agreement" shall not be assigned to or transfer to or delegated to or acquired by any other person or company or corporation without prior consent from FQC through written authorization, except for assignment or delegations arising from internal administrative reorganization such as mergers, consolidation or acquisition.

19. MODIFICATION AND WAIVER

Both FQC and the Client are bound by the provisions of the "Certification Agreement" and this "Regulations", which cannot be modified or changed except by amendments by



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either Party subject to thirty (30) day written notice. Proposed amendments are mutually agreed in writing.

Any waiver of the provisions of the "Certification Agreement" and to this "Regulations" or of either FQC or Client's rights or remedies must be made in writing to be effective. Delay, failure or neglect by any Party to enforce the provisions of the "Certification Agreement" and this "Regulations" or either Party's rights or remedies at any time shall not be construed and shall not be deemed a waiver of such Party's rights under the Agreement and this Regulations and shall also not prejudice such Party's right to take subsequent action.

20. SEVERABILITY

Any part or provision of the "Certification Agreement" and this "Regulations" which may become invalid or unenforceable shall not impair or affect the validity and/or enforceability of the rest of the "Certification Agreement" and this "Regulations", which shall remain in full force and effect.

21. PUBLICITY AND PROMOTION BY THE CLIENT

FQC's issuance of certificate(s) and/ or grant of certification marks for use by the Client shall in no way imply that any Client's activity, process, product or service is endorsed by FQC.

Client agrees not to make any misleading statements regarding application or its certification status in its publications, packaging or advertisements or to any third party nor shall the Client in any case allow its certification status to imply or lead anyone or to arise confusion to think that it is a certification of its specific product.

Client shall also not claim nor mislead that the certification be applied to or imply that any/ all areas (except those within scope of certification to which FQC have provided certification services) are certified.

22. PUBLICITY BY FQC

Upon certification, FQC reserves the right to post or make publicly available through its website all nonconfidential information of the Client.

23. RESERVATION OF RIGHTS

First Quality Certification reserves the right, upon reasonable notice to the Client, to re-evaluate its system, products and processes. This re-evaluation may be the result of Follow-up service or other information that raises a question concerning conformance to relevant requirements

24. FORCE MAJEURE

If and to the extent where FQC's performance of its certification services is wholly or partially prevented, stopped, hindered or delayed directly by any natural

disaster, catastrophic weather, terrorism, riot, war, biohazard, act of public enemy, civil disturbance or unrest, fire, explosions or other serious casualty, epidemic, strike, accident or sabotage, or other similar event beyond the reasonable control of FQC, and such non-performance, stoppage, hindrance or delayed could not by all means prevented through reasonable precautions, FQC shall then be relieved for such non-performance, stoppage, hindrance or delayed, as applicable, of those obligations affected by the Force Majeure event for as long as such event continues and FQC continues to use reasonable efforts to recommence performance, whenever and whatever extent reasonably possible without delay.

FQC shall immediately notify the Client of such occurrence and shall describe in detail, the nature of the Force Majeure event.

Notwithstanding the foregoing, if the Force Majeure event continues to prevent, stop, hinder or delay FQC's performance beyond thirty (30) days, Client may terminate the "Certification Agreement" and this "Regulations" upon written notice to FQC, provided however that all fees and expenses incurred by FQC until the date of termination shall be payable by the Client.

25. TERM AND EFFECTIVITY

The "Certification Agreement" along with this "Regulations" shall continue in effect for a period of three (3) years from the date of the signing of the Certification Agreement and this Regulations and shall be automatically renewed thereafter for another three (3) years, unless terminated pursuant to Clause 11.

26. ENTIRE AGREEMENT

The "Certification Agreement" and this "Regulations" constitutes the whole agreement between FQC and the Client and supersedes all previous representations, understandings, agreements and communications, either oral or written, between FQC and the Client relating to certification services by FQC.

Each party acknowledges that in entering into this contract, it has not relied upon any representation, inducement promise or agreement, whether oral or written or otherwise made by or on behalf of the other Party and which has not been incorporated within or specifically referred to in this contract, and that no other agreement, statement or promise not contained in this contract shall be valid and binding.

27. GOVERNING LAW

The "Certification Agreement" and this "Regulations" shall be interpreted and construed in accordance with and shall



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be governed by the laws of UAE. Any disputes must be resolved in accordance with UAE Laws.

All notices and proceedings or other documents served will be deemed to be duly served if sent by registered mail to the address of FQC and the Client as appearing in the "Certification Agreement" or as may be subsequently notified by the other.

All notices and proceedings or other documents served will be deemed to be duly received where notices, proceedings or other documents are sent by hand or are sent through electronic media simultaneously with the delivery or transmission.

FQC and the Client agrees to mutually resolve any issues and disputes first between the Parties pursuant to Clause 13 of this Regulations and will only resort to legal action as a last resort, after exhausting all other avenues.

28. EXECUTION

Both FQC and the Client agree to the stated terms, conditions, and provisions represented in the "Certification Agreement" and to this "Regulations", and hereby acknowledge and confirm to have read and understood the "Certification Agreement" and this "Regulations".