



Fundamental Terms and Conditions

These terms and conditions constitute the sole obligations undertaken by ABC Certification, and the sole rights and remedies of the Client, to the exclusion of all other representations, statements, terms, conditions whether express or implied. The parties agree, in the circumstances known to them at the date of entering into this agreement, that these terms and conditions are reasonable. In case that a court shall determine that one or more provision is unenforceable for any reason, such provision shall be deemed to be severed from these terms and conditions such that the remaining terms and conditions shall continue to be enforceable between the parties hereto.

The Organization hereby warrants and covenants with ABC that it will, at all times, during the subsistence of the Agreement comply with all certification body requirements necessary for the issuance of the Certificate of Registration including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority, pursuant to which in compliance of which or for the purpose of which the Certificate of Registration is issued or such other reasonable requirements of ABC as are necessary to enable the Certificate of Registration to be issued and maintained in force in conformity with ABC's Accredited Quality System Certification Process.

As a mandatory requirement for continued validity of an Accredited Certificate of Registration, issued by ABC, the Organization, hereby, agrees to its certification or surveillance audit scheduled by ABC, to be witnessed by ABC's Accreditation bodies who's Auditors may accompany ABC audit team as and when required.

The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to ABC for the purposes of this Agreement.

The organization shall ensure that the information provided to ABC by the organization, relevant to its Quality /Environmental/OHSAS/ Food Safety management system is kept updated and it shall promptly notify ABC of any intended change in its Management system which would significantly affect the effective implementation of its management system. Such as contact address and multiple sites/single location, legal status, scope of operations, organizational structural changes (Managerial decision making or technical staff).

In the event of any significant change affecting the activity and operation of the organization, ABC may require to conduct a reassessment for further validity of the certification.

Clients shall conform to the requirements of ABC when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents,



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The clients shall not make or permit any misleading statement regarding its certification.

The clients shall not use or permit the use of certification document in a misleading manner.

Upon suspension and withdrawal of certification, the client shall discontinue its use of all advertising matter that contains reference to certification and directed by ABC.

Clients shall amend all advertising matters when the particular scope sector of certification has been reduced.

Client shall not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including service) or process,

Client shall not advertise that the certification applies to activities that are outside the scope of certification.

Client shall not use the certification in a manner that brings the certification and certification system into loss of public trust.

ABC exercise proper conflict of communication and shall take action to deal with incorrect to certification status or misleading use of certificate document makes and audit report.

In addition to all the above-mentioned precautions to be considered, the client organization shall receive the Logo rules and regulations with the certificate upon granting decision and the client organization shall consider also all of its instructions.

The organization shall fully inform ABC, at the time of surveillance or recertification, of any findings by third-parties which are relevant to its Quality /Environmental/OHSAS/ Food Safety.



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Invoices:

It is ABC policy to invoice Clients on delivery of our services. This invoice will include as appropriate, but not be restricted to man-days, Reports, Certification, Nonconformity Closure, Certificate and Accreditation Fees as well as Expense Costs.

Payment:

Payments are due within 75 days of the date of invoice. Please note that the Certificate(s) cannot be released until full payment has been received by ABC.

Liability:

Except, in the case of deliberate neglect on the part of ABC, its employees, servants or agents, ABC shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its assessment, certification or other services.

In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise ABC liability will be limited to an amount not exceeding the maximum fee (if any) charged by ABC for the particular service in respect of which the neglect arose. While the restrictions on liability herein contained are considered by the parties to be reasonable in all the circumstances, if such restrictions taken together or any one of them shall be judged to be unlawful or unenforceable then the said restriction shall apply with such words deleted or amended or added.

The provision of this clause shall not apply to any death or personal injury but the Organization shall maintain at all time adequate insurance sufficient to cover all liability that may arise as a result of any matter done pursuant to this Agreement.

Indemnity:

The Organization shall fully and effectually indemnify ABC against all costs, claims, actions and demands arising from:

- a. The services provided by ABC save to the extent only that such claims arise from the neglect of ABC, its employees or agents.
- b. The use or misuse by the Organization of any certificate, license mark of conformity provided by ABC in accordance with this Agreement.
- c. Any breach of this Agreement.



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Force Majeure:

Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by an act of war, natural disaster, fire, explosion, labor dispute or any other event beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. The party affected shall notify the other party in writing of the causes and expected duration immediately after the occurrence of any such event.

Confidentiality:

ABC shall be responsible, for the management of all information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on its behalf.

ABC shall inform the client, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by the client, shall be considered confidential.

ABC shall not disclose any information about the client or individual to a third party without the written consent of the client or the individual concerned. If ABC is required by law to release confidential information to a third party, the client or the individual concerned shall, unless regulated by law, be notified in advance of the information provided.

Information about the client from sources other than the client (e.g. complainant, regulators) shall be treated as confidential, consistent with the ABC's policy.

Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the certification body's behalf, shall keep confidential all information obtained or created during the performance of the certification body's activities except as required by law.

Law & disputes:

Any dispute which cannot be settled by private negotiations between the parties, shall be referred to arbitration as per the Egypt Arbitration Act, subject to Cairo jurisdiction. The decision of the arbitration shall be binding for both parties

Recommendations for Certification

a) Major Non-Conformity (Category 'A'): A major non-compliance relates to the absence of a required procedure or the total breakdown in the implementation of a procedure. A number of minor non-compliances listed against the same clause represents a total breakdown of a system and thus collectively constitute a major non-compliance. Correction and corrective actions are to be closed within 90 days and verified either by desktop review or where appropriate during an additional follow up visit, agreed with the client.



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- b) Where the audit has revealed only minor non conformities (Category 'B') which need to be addressed through corrective actions, the certification may be recommended subject to the CAP (Corrective Action Plan) being submitted by the company within 2 weeks together with objective evidences of the corrective actions taken. The corrective actions plan is required to be closed out upon physical verification of the satisfactory implementation at the first subsequent audit.
- c) In the case of where "opportunities for improvement: (Category 'C') having been recorded during the certification audit, the actions, as applicable, are observed for effectiveness at the subsequent audit visit.

ACCREDITATION BOARD:

At any time of the Certification cycle the Accreditation Boards auditor may accompany the ABC Audit Team for the evaluation of the ABC Auditor's. Also, the accreditation Board auditors may visit personally without any representative from ABC in both the cases organization is liable to allow them to audit there system and verify the documents related to Management System but under prior and timely information.

APPEALS / COMPLAINTS

ABC accredited certification scheme endeavors to provide a prompt, competent and impartial service to its clients. In case, an applicant, a certified company or any other interested party wishes to make a complaint in respect of the operation of ABC certification scheme or appeal against a decision of the ABC which is considered to be unfair and prejudicial to the interests of the complainant, ABC will consider the complaint or appeal in accordance with ABC procedures of appeals and complaints, which is publicly accessible on ABC website.

Approved,

Mohamed Maustafa

Certification Manager