

RECITALS:

Whereas **INTERTEK** is a recognized Conformity Assessment Body (CAB) and notified by SASO - Saudi Standards, Metrology and Quality Organization as a Regulatory Authority Body for the Kingdom of Saudi Arabia Conformity Assessment, specifically the **Saudi Product Safety Programme (SALEEM)**.

Whereas subject to the terms of this **Certification Agreement**, products as specified in the Request for Product Certificate of Conformity (Request for Product CoC) and/or Request for Shipment Certificate of Conformity (Request for Shipment CoC) found to be in compliance to SASO Technical Regulations.

Whereas **APPLICANT** is an importer or an agent or a virtual manufacturer responsible for placing product onto the market and have entered into this agreement to abide by the requirements and obligations detailed within the **Saudi Product Safety Programme (SALEEM)** of the conformity assessment of the applicable SASO Technical Regulations and to ensure conformity to Type is maintained.

1. DEFINITIONS:

- 1.1. **APPLICANT:** Means the natural or legal person, importer, virtual manufacturer, or its authorized representative or agent who has applied to a **SASO** appointed Conformity Assessment Body for authorization to conduct Conformity Assessment activities.
- 1.2. **EXPORTER:** Means any natural or legal person, manufacturer, or organization who manufactures product, or has it designed, manufactured, and places on the market product under his name or trademark.
- 1.3. **PRODUCT:** Means any items within the scope of the **SASO TECHNICAL REGULATIONS**.
- 1.4. **CONFORMITY ASSESSMENT:** Is any activity to determine directly or indirectly, that a process, product or service meets relevant standards and fulfills relevant requirements
- 1.5. **TYPE EXAMINATION:** Is the part of a conformity assessment procedure in which a Conformity Assessment Body examines the technical design of a product, verifies that the technical design of the product meets the requirements of the applicable SASO Technical Regulations that apply to it. Referred to as **Type** in this Agreement.
- 1.6. **PRODUCT CERTIFICATE OF CONFORMITY (PCOC):** Is a certificate to verify that the product complies to a relevant SASO Standard/s or to any International, National standards mandated within the **SASO TECHNICAL REGULATIONS**.
- 1.7. **SHIPMENT CERTIFICATE OF CONFORMITY (SCOC):** Is a certificate to validate that each item has a valid **PCOC**.
- 1.8. **CONFORMITY ASSESSMENT BODY:** Is a competent body appointed by **SASO** to conduct conformity assessments activities.
- 1.9. **TECHNICAL FILE:** A list of supplied technical documents to enable the **CONFORMITY ASSESSMENT BODY** to carry out a **Type** examination.
- 1.10. **REQUEST FOR SPSP (RSC):** The initial document/form to be completed by the **APPLICANT** in order to provide **INTERTEK** with the necessary information to progress an application for **PCoC**.
- 1.11. **SAUDI STANDARDS, METROLOGY AND QUALITY ORGANISATION (SASO):** Is the Governing Body responsible for approving, and issuing the procedures relating to conformity assessment process in The Kingdom of Saudi Arabia.
- 1.12. **SASO TECHNICAL REGULATIONS:** Is a published list of technical regulations issued and maintained by SASO covering products that are deemed regulated in the Kingdom of Saudi Arabia.

2. SERVICE OF WORK:

- 2.1. Review of **PCoC** and **SCoC** application/s which have followed the process in accordance to ISO/IEC 17065. On completion, **INTERTEK** shall accept the **PCoC** and/or **SCoC** providing the requirements of the **SASO TECHNICAL REGULATIONS** for the specified products outlined on the **REQUEST FOR SPSP** are met and **INTERTEK** requirements set out in this agreement.

3. PRODUCT CERTIFICATE OF CONFORMITY:

- 3.1. Where **Type** meets the requirements of **SASO TECHNICAL REGULATIONS** for the products as specified in the Request for **PCOC** and/or **SCOC**. **INTERTEK** shall approve a **PCOC** and/or **SCOC**.
- 3.2. Where the **Type** does not satisfy the requirements of the **SASO TECHNICAL REGULATIONS**, **INTERTEK** shall reject a **PCOC** and/or **SCOC** and shall inform the **APPLICANT** giving detailed reasons for the outcome.
- 3.3. The **PCOC** shall be withdrawn only on written request from the **APPLICANT** if the **PRODUCT** is no longer being manufactured in accordance with the **SASO TECHNICAL REGULATIONS**.
- 3.4. The validity period of the **PCOC** is one (1) year from its date of issuance.

- 3.5. **SASO** also reserves the right to conduct at any time Factory Inspection to ensure full compliance of the **PRODUCT**. The Factory Inspection shall include amongst other the process and verification of the Products and the manner in which the Products are carefully inspected and handled.

4. SHIPMENT CERTIFICATE OF CONFORMITY:

- 4.1. The **APPLICANT** confirms, and can demonstrate upon request, that they have taken all reasonable steps to ensure that the products requested for **SCOC** are not affected by any product recalls nor are they substandard or counterfeit. The **APPLICANT** declares under their own responsibility that the products requested for **SCOC** have valid **PCOC** satisfying the requirements of the standards and other normative documents regulations applicable for this type of products for export. The **APPLICANT** confirms that at the time of the submission of the Request for **SCOC**, the shipment is still in the country of supply and is accessible for inspection, if needed.
- 4.2. The **APPLICANT** acknowledges that all imported goods may be randomly selected for inspection and testing for safety, quality and trade compliance purposes at the KSA Customs. The **APPLICANT** undertakes all responsibilities and acknowledges that they are aware of the KSA Customs legislative and regulatory requirements governing the import of their products and commit to comply with those requirements.
- 4.3. In the event that **INTERTEK** has not yet received payment for the **PCOC**, **INTERTEK** will withhold issuance of any relating **SCOC** until such time as the necessary payment has been received. If no payment is made, the **PCOC** may be subject to Termination proceedings as per Section 9 of this Agreement.

5. OBLIGATIONS:

- 5.1. The **APPLICANT** understands that they may have obligations and responsibilities to **SASO** outside of this **Certification Agreement** and acknowledges that, in order to maintain eligibility for certification, they shall comply with these requirements.
- 5.2. The **APPLICANT** shall lodge an application for **PCOC** and/or **SCOC** with a single **CONFORMITY ASSESSMENT BODY**. Applications received by **INTERTEK** serve as a declaration by the **APPLICANT** that the same application has not been lodged with any other **CONFORMITY ASSESSMENT BODY**.
- 5.3. The **APPLICANT** shall provide **INTERTEK** with all necessary information required for **INTERTEK** to obtain an established **TECHNICAL FILE**, which **INTERTEK** will then review to assess the conformity of the Products to the relevant requirements to meet the **SASO TECHNICAL REGULATIONS**. This includes providing a suitable contact for the **EXPORTER** in the **REQUEST FOR SPSP** where this information can be obtained.
- 5.4. The **APPLICANT** shall inform **INTERTEK**, without delay, of any knowledge or suspicions regarding modifications, variations or changes to the Products or manufacturing process that may affect the safety and conformity to that of originally **Type** Certified. Notification to **INTERTEK** informing a change of, but not limited to:
 - a) The legal, commercial, organizational status or ownership;
 - b) Organization and management (e.g. key managerial, decision-making or technical staff);
 - c) Modifications or variations to the Products or the production process method;
 - d) Contact address of production sites;
 - e) Major changes or loss control to the manufacturing process control or quality management system.
 - f) All reported incidents (internal or external sources) of non-conforming Products.
6. **INTERTEK** reserves the right upon reasonable written notice to the **APPLICANT** to re-evaluate the Products. This re-evaluation may be the result of a revision of the applicable referenced standards, new information regarding the characteristics of the material used in the Products, or other information (including administrative changes) that raises a question concerning the conformance of the Products to the **SASO TECHNICAL REGULATIONS**.
- 6.1. **INTERTEK** reserves the right, upon reasonable written notice to the **APPLICANT** to withdraw the **INTERTEK** approved Certification when the requirements required by the **SASO TECHNICAL REGULATIONS** or applicable statutory Standards are not met.



7. INDEMNIFICATION AND LIABILITY

- 7.1. APPLICANT** agrees to hold **INTERTEK** harmless and to defend and indemnify **INTERTEK** against any liability, loss, or damage from claims, demands, costs (including legal fees), or judgments arising out of any negligent or intentional acts of the **APPLICANT** or claims from third parties relating to the Products or arising from or relating to information submitted.
- 7.2. INTERTEK** will not, under any circumstances, be liable to the **APPLICANT** for any indirect, special, punitive, or consequential damages, or any third party claims which may arise as a result of the services provided in this Certification Agreement. The maximum aggregate liability of **INTERTEK** for damages in connection with this Certification Agreement shall not exceed the Product Certification programme evaluation fee for each relevant application paid to **INTERTEK** by the **APPLICANT**.
- 7.3.** The Certificate approved is for the exclusive use of Intertek's **APPLICANT** and is provided pursuant to the agreement between **INTERTEK** and its **APPLICANT**. **INTERTEK** responsibility and liability are limited to the terms and conditions of this agreement. **INTERTEK** assumes no liability to any party, other than to the **APPLICANT** in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the **APPLICANT** is authorized to permit copying or distribution of this Certificate and then only in its entirety. Any use of the **INTERTEK** name or one of its marks for the sale or advertisement of the tested material, Product or service must first be approved in writing by **INTERTEK**.
- 7.4.** The **APPLICANT** acknowledges that **INTERTEK** is relying upon the provided information, samples or related documents without further verification by **INTERTEK** as to its accuracy, completeness or truth. The **APPLICANT** agrees to hold **INTERTEK** harmless and indemnify **INTERTEK** from any liability of whatever kind or nature, including but not limited to court costs and reasonable attorney's fees if information, samples or documentation provided by the **APPLICANT** are inaccurate, incomplete or false. This includes any information provided by the party identified by the **APPLICANT** in Section 5.3 of this Agreement.
- 7.5. INTELLECTUAL PROPERTY RIGHTS.** The **APPLICANT** shall guarantee that the Product samples and related documents (including but not limited to certificates and/or reports) provided to **INTERTEK** will under no circumstances infringe the legal rights including the intellectual property rights of any other third parties. In case there are any legal proceedings raised with respect to the dispute of the legal rights of any other third parties, the **APPLICANT** shall indemnify **INTERTEK** against all claims, costs, damages, losses and expenses arising from the exercise or purported exercise of the services as requested by the **APPLICANT**.

8. FAILURE TO COMPLY WITH INTERTEK CERTIFICATION TERMS OF THIS AGREEMENT

- 8.1.** In the event that **INTERTEK** detects any deviation or variance to the Products not notified to **INTERTEK** or from **INTERTEK** Certification Requirements, or improper or unauthorized use of **INTERTEK** name, **INTERTEK** will notify the **APPLICANT** by issue of a suspension letter and require the **APPLICANT** to undertake corrective action within a specified time period. **INTERTEK** reserves the right, in its sole discretion, to take additional actions as it deems necessary, including but not limited to:
- Requiring the **APPLICANT** to undertake corrective action to ensure that the Product complies with
 - INTERTEK** Certification requirements and this Agreement;
 - Suspension of Certification pursuant to Section 8,
 - Notification of SASO regulatory authorities and the public;
 - Compliance with any applicable statutes, rules, or regulations.
 - Termination of Certification for non – conformance or response to issued suspension notifications

9. TERMINATION OF CERTIFICATION

- 9.1. INTERTEK** may terminate Certification if on issue of a suspension letter the corrective action to remedy is not carried out within the specified period stated by **INTERTEK** and, but not limited to:
- Non-payment of fees

- Incorrect and misleading use of the **PCOC** and/or **SCOC**
- Bringing the name of **INTERTEK** into disrepute
- A filed application for bankruptcy
- Unauthorized modification or variation of the Product

9.2. APPLICANT Obligations, Termination, the **APPLICANT** shall:

- Discontinue the use of the **PCOC** and/or **SCOC** on the Product and on the **APPLICANT'S** promotional material or advertising.
- Continue to honor the terms of Section 6 of this **Certification Agreement** concerning indemnification and liability, which terms shall survive the termination of this Certification Agreement.
- Pay any remaining outstanding fees owing to **INTERTEK**.

9.3. APPEALS and DISPUTES: The **APPLICANT** in accordance to ISO/IEC 17065 has the right to appeal against any suspension or termination notification issued by **INTERTEK**, the appeal shall be in writing to **INTERTEK** within 10 working days of receipt of notification. The appeal letter will be subject to a review by an **INTERTEK** appeals panel whereupon this decision by the appeals panel will be final.

10. ADMINISTRATIVE PROVISIONS:

- 10.1. CONFIDENTIALITY.** Without written authorization from the **APPLICANT**, **INTERTEK** will not voluntarily disclose to third parties, other than the **SASO** regulatory authorities and the Gulf Accreditation Center (GAC), confidential and proprietary information which the **APPLICANT** provides to **INTERTEK**. This obligation shall not apply to information which is already available to the public, or acquired from other sources without confidentiality restrictions, or is required to be disclosed by **INTERTEK** to **SASO** regulatory authorities and the Gulf Accreditation Center (GAC) responsible for the acceptance of the Product. **INTERTEK** agrees that this obligation to maintain confidentiality shall survive the termination of this Certification Agreement.
- 10.2. SUBPOENA.** If **INTERTEK** is served with a Subpoena, Court Order, or similar document requesting the disclosure of confidential or proprietary information supplied to **INTERTEK** by the **APPLICANT**, **INTERTEK** shall promptly notify the **APPLICANT**. In the event that the **APPLICANT** chooses to contest the request, **INTERTEK** shall cooperate with the **APPLICANT**. The responsibility for contesting the request shall rest solely with the **APPLICANT**. If the **APPLICANT** declines to contest the request or is not successful in contesting the request, **INTERTEK** will provide the requested information. Any costs incurred by **INTERTEK** in responding to the request, including reasonable attorney's fees, shall be reimbursed by the **APPLICANT** immediately upon invoicing by **INTERTEK**.
- 10.3. FEES:** The **APPLICANT** agrees that **CONFORMITY ASSESSMENT** and its related certificate fees will be billed to the **APPLICANT**, unless otherwise stated on the **REQUEST FOR SPSP** document/form. Payment shall be due upon presentation of the invoice/s. The **APPLICANT**, or identified payer, shall be considered in default if the charges are not paid within thirty (30) days. **INTERTEK** reserves the right to adjust the billing rate for certification, and to issue reasonable charges in the event additional costs are incurred by **INTERTEK** as a result of **APPLICANT'S** failure to adhere to the **INTERTEK** Certification requirements set out in this Agreement.
- 10.4.** Should the **APPLICANT** or identified payer, as outlined in 10.3, be considered in default, it is the **APPLICANT** who remains liable under this Agreement for the **FEES**.
- 10.5. NO ASSIGNMENT:** The rights running to the **APPLICANT** under this Certification Agreement may not be assigned to or acquired by any other person or corporation without **INTERTEK** written authorization.
- 10.6. APPLICABLE LAW AND JURISDICTION:** This Certification Agreement shall be interpreted in accordance with and governed by the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have non- exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

