

Code	TAD-CA	Tadqeeq LLC	Certification Agreement	
Revision	01			
Date	13/10/2023			
Issue	2			
Date	17/10/2023			

Ref: TAD-CA

This mutual agreement has been signed between:

Tadqeeq LLC, with its address at Muscat, Mabellah Industrial Area, building #737, Office 21 hereinafter referred to as “Tadqeeq LLC”, and [Click or tap here to enter text.](#), with its address at [Click or tap here to enter text.](#), hereinafter referred to as “applicant”;

Tadqeeq LLC and the applicant mentioned above together are hereinafter referred to as “both parties”.

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

1. Scope of Certification

This agreement covers the following scope and certification activities:

Cosmetics and personal care products : TAD-SCC.

The applicant agrees to mention the scope of certification 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 legally enforced and shall take into account the responsibilities of the TADQEEQ LLC and applicant.

2. Responsibilities and obligations

2.1. Responsibilities of the applicant

The applicant accepts and undertakes to:

2.1.1. Provide all documents and records which are required during certification activities including any changes communicated by TADQEEQ LLC during and after certification process.

2.1.2. Provide information about the certified products manufactured and supplied by the applicant, complying with the requirements related to the certification process adopted by TADQEEQ LLC including the specified schemes and standards.

This document is exclusive property of the TADQEEQ LLC. Any partial or total reproduction of any kind is forbidden without prior approval of Management.

Code	TAD-CA	Tadqeeq LLC	Certification Agreement	
Revision	01			
Date	13/10/2023			
Issue	2			
Date	17/10/2023			

- 2.1.3.** That the products for which the certificate is granted will be produced to the same specifications as the sample that TADQEEQ LLC found by review to be in compliance with the standards. The applicant shall immediately inform TADQEEQ LLC of any changes to the certified product.
- 2.1.4.** Make all necessary arrangements needed by TADQEEQ LLC to conduct evaluation, surveillance including access to all locations, equipment, personnel, clients, subcontractor’s documentation, and information, in addition to allowing the audit team access to applicant departments related with applicable certification scheme and to arrange, to accept receiving observers on the audit process by official accreditation bodies or from TADQEEQ LLC whenever requested.
- 2.1.5.** Not to use its product certification in such a manner as to bring TADQEEQ LLC into disrepute and does not make any statement regarding its product certification which TADQEEQ LLC may consider misleading or unauthorized. Additionally, if the certification suspended, withdrawn, or terminated, the applicant discontinues the use of certification mark or any reference thereto on all his advertising materials, and takes action as required by TADQEEQ LLC.
- If the applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
 - In making reference to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of TADQEEQ LLC or as specified by the certification scheme.
- 2.1.6.** Comply with any requirements that may be prescribed in the certification scheme that relate to the use of marks of conformity, and on information related to the product. Furthermore, the applicant cannot make claims regarding certification which is not consistent with the scope of certification.
- 2.1.7.** Bear responsibility to all complaints raised, and bear all costs resulting of this. The applicant has to keep record of all complaints made known relating to the compliance with certification requirements and to make these records available to TADQEEQ LLC when requested with the appropriate action taken to handle such complaints.

Code	TAD-CA	Tadqeeq LLC	Certification Agreement	
Revision	01			
Date	13/10/2023			
Issue	2			
Date	17/10/2023			

2.1.8. Inform TADQEEQ LLC without delay, of changes that may affect its ability to conform with the certification requirements.

NOTE 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,
contact address and production sites,
major changes to the quality management system.

2.1.9. Not to give the audit reports to third parties without written permission by TADQEEQ LLC.

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

2.1.11. Bear cost of all financial requirements related with the certification process including the different audits that might take place, including the un-announced visits that might be made by certification body to ensure proper compliance by applicant.

2.1.12. If any modification (reduction, addition or alternation) in scope of certification, happens due to the decision of TADQEEQ LLC due to changes affecting certification done by applicant, the applicant always commits to use the last updated and approved scope of certification in all its related activities. The applicant agrees to make needed amendments in all official announcements and advertising materials used by him to match the latest scope of certification.

2.1.13. Not to copy the granted product certificate in a way that would hinder its legibility. Not to tamper the original copies or photocopies of the product certificate.

2.1.14. Not to translate the certificate reports to other languages without prior review and consent from TADQEEQ LLC.

2.1.15. 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.

This document is exclusive property of the TADQEEQ LLC. Any partial or total reproduction of any kind is forbidden without prior approval of Management.

Code	TAD-CA	Tadqeeq LLC	Certification Agreement	
Revision	01			
Date	13/10/2023			
Issue	2			
Date	17/10/2023			

2.1.16. 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

- 1) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- 2) documents the actions taken.

2.2. Responsibilities of TADQEEQ LLC

TADQEEQ LLC is responsible for:

- 2.2.1. Completing the various steps of the certification activities, including assessments, issuance of certificates, surveillance and re certification.
- 2.2.2. Storing all information and documents according to confidentiality and security rules.
- 2.2.3. Assuring that the audit team members do not give any information and documents related to the applicant to third parties without getting permission from the applicant, except for legal necessities by force of law.
- 2.2.4. Informing the applicant on the specified information belonging to applicant which are displayed for sharing with public in any possible means by TADQEEQ LLC (for example: website, email info share, etc.). That information are as follows:
 - Applicant details: (name, address)
 - Country
 - Scope of certification
 - Type of certification (process/ products)
 - Certificate of conformity and its No.
 - Certificate issuance date
 - COC expiry date
 - Products listing
 - Status of certification (valid, suspended, withdrawn)

3. Fees

The applicant shall pay to the certification body fees as defined in the current schedule produced by the certification body. In the case where the certification program includes an annual fee, the applicant agrees to pay the fee on or before the due date in order to extend the certification an additional year. In case of audit the applicant shall pay the fees to TADQEEQ LLC on or before the due date while Auditors transportation and accommodation shall be organized and paid by applicant for each audit.

This document is exclusive property of the TADQEEQ LLC. Any partial or total reproduction of any kind is forbidden without prior approval of Management.

<i>Code</i>	TAD-CA	Tadqeeq LLC	Certification Agreement	
<i>Revision</i>	01			
<i>Date</i>	13/10/2023			
<i>Issue</i>	2			
<i>Date</i>	17/10/2023			

4. Validity of agreement

This agreement is effective upon signature of both parties. The agreement is valid for three years .

Code	TAD-CA	Tadqeeq LLC	Certification Agreement	
Revision	01			
Date	13/10/2023			
Issue	2			
Date	17/10/2023			

5. Limitation of liability and indemnity of TADQEEQ LLC

5.1. TADQEEQ LLC takes all necessary measures to pay all required qualification for the performance of the services and accepts the responsibility in case of proven gross negligence.

5.2. Nothing in the general conditions shall exclude or limit the liability of TADQEEQ LLC to the applicant for death, personal injury, for fraud or any other matter resulting from negligence.

5.3. Total liability to the applicant in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to TADQEEQ LLC under this agreement, the commitment to this liability responsibility is valid for one year after the date, on which TADQEEQ LLC completes performing the service.

5.4. No liabilities due on TADQEEQ LLC towards the applicant:

- (a) For any loss, damage or expense arising from (I) a failure by applicant to comply with any of its obligations herein, (II) any actions taken or not taken on the basis of the reports; and (III) any incorrect results, reports or certificates arising from unclear, erroneous, incomplete, misleading or false information provided to TADQEEQ LLC;
- (b) For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss or damage arising from the claims of any third party, that may be suffered by the applicant; and
- (c) Any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

6. Confidentiality (Non-Disclosure)

6.1. The certification body shall be responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of certification activities. Except for information that the client makes publicly available, or when agreed between the certification body and the client (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential. The certification body shall inform the client, in advance, of the information it intends to place in the public domain.

Code	TAD-CA	Tadqeeq LLC	Certification Agreement	
Revision	01			
Date	13/10/2023			
Issue	2			
Date	17/10/2023			

6.2. When the certification body is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned shall, unless prohibited by law, be notified of the information provided.

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

6.4. Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering this agreement. TADQEEQ LLC will not give any information and documents related with the Applicant to third persons, except for legal necessities by force of law, without getting permission from the Applicant.

7. Notices

Any amendment, notes or additions to this agreement shall result in a revised version of the agreement which shall be 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.

8. Governance

This agreement shall be governed and construed in accordance with applicable law in Sultanate of Oman.

9. Disputes

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of TADQEEQ LLC. By signing this agreement, the applicant acknowledges, recognizes, and accepts the procedures of handling complaints and appeals as per the system of TADQEEQ LLC.

10. Surveillance

TADQEEQ LLC conducts a surveillance on applicant's compliance to its obligations,

By signing this document, the applicant agrees to arrange the regular surveillance audits.

To preserve the certification, the applicant accepts that TADQEEQ LLC conducts onsite surveillance visits (at least once a year during the period of certification validity).

TADQEEQ LLC retains the right of determining where product tests have to be performed (in external Authorized / Accredited laboratory).

The applicant accepts to:

This document is exclusive property of the TADQEEQ LLC. Any partial or total reproduction of any kind is forbidden without prior approval of Management.

Code	TAD-CA	Tadqeeq LLC	Certification Agreement	
Revision	01			
Date	13/10/2023			
Issue	2			
Date	17/10/2023			

- a) Provide TADQEEQ LLC with samples of the product when requested.
- b) Send the samples to the external laboratory if needed and to bear the related expenses. If the applicant refuses the visit of auditors or the tests on samples without convincing reasons, the certification will be suspended or withdrawn.

If applicant refuses the visit of the Inspectors and/or the tests on samples without convincing reasons, the certification will be suspended.

The applicant undertakes to keep at disposal of TADQEEQ LLC, during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the corrective actions.

While performing the surveillance, the following issues are always taken into account:

- closing non-conformities effectively.
- changes in organizational structure, documentation or process/plant changes compared with the previous audit;
- appeals and complaints against applicant.

TADQEEQ LLC communicates (through its Conformity engineer/Senior conformity engineer) with the applicant for evidences of correcting the non-conformities and completing the corrective actions raised during the surveillance audit.

If the results of the surveillance do not allow the certification to be maintained, TADQEEQ LLC shall promptly inform the applicant about pending non-conformities. TADQEEQ LLC establishes a maximum deadline of **60** days to solve such non-conformities.

When this period above expires without sufficient actions by the applicant, the procedure of suspension/withdrawal of certificates is being followed. The certification cannot be confirmed to be valid again until the solutions and the corrective actions due to possible critical non-Conformities are effectively closed.

The supplementary surveillance audits with intervals of less than 12 months can be required by TADQEEQ LLC if critical non-conformities are found. These audits are charged to the applicant.

Furthermore, if TADQEEQ LLC receives notifications regarding complaints, non-conformities or doubts regarding the product conformity or the reliability, TADQEEQ LLC has the right to conduct supplementary audits in order to verify the maintenance of compliance with the normative documents and applicable standards which. The costs of sampling, tests and visits have always to be paid by the applicant.

11. Changes and modifications done by the applicant affecting certification

This document is exclusive property of the TADQEEQ LLC. Any partial or total reproduction of any kind is forbidden without prior approval of Management.

Code	TAD-CA	Tadqeeq LLC	Certification Agreement	
Revision	01			
Date	13/10/2023			
Issue	2			
Date	17/10/2023			

In the case changes affecting certification occur from the applicant side, the applicant is obliged to immediately inform TADQEEQ LLC on any of the below mentioned changes:

- a. any intended modification in the product, its design, its packaging materials, the manufacturing process or the quality management system;
- b. change or modification in key personnel appointment or position, such change will affect the product intended for certification due to the interference of those personnel in production or manufacturing of the products.
- c. any change concerning specification of the certified product, whether it is a change in the composition (removing or adding new raw materials), modification of production process, changes of manufacturing site, changes in the label (content, color or packaging materials) and any other changes that are considered to affect certification.

In all way, it is advisable for the applicant to inform TADQEEQ LLC for any changes to identify whether they affect certification.

12. Complaints handling by the applicant

The applicant shall keep records and upon request report to TADQEEQ LLC about any complaints regarding those aspects of the products covered by the certificate. The applicant shall take appropriate actions on these complaints and any deficiencies found in products or services that affect compliance with the requirements for certification.

Furthermore, the applicant is required to maintain records detailing all complaints from their customers indicating that they have investigated the problem,

responsibilities, completed corrective actions, and made suitable responses to their customers. These records must be available for TADQEEQ LLC review at each assessment, surveillance, or reassessment visit.

In addition, if any complaint received by the applicant, the applicant or any interested party where it is necessary to visit the premises of the applicant, then the applicant shall make all necessary arrangement and demonstrate the actions taken on such complaints.

13. Publicity

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

14. Suspension/ withdrawal / cancellation of certificate

This document is exclusive property of the TADQEEQ LLC. Any partial or total reproduction of any kind is forbidden without prior approval of Management.

Code	TAD-CA	Tadqeeq LLC	Certification Agreement	
Revision	01			
Date	13/10/2023			
Issue	2			
Date	17/10/2023			

TADQEEQ LLC can revoke the certificate in case the applicant fails to comply with this agreement, its terms and conditions. TADQEEQ LLC can notify the applicant that it is withdrawing/ cancelling or suspending the certificate at any time after its issue.

15. Subcontracting

The applicant agrees to permit elements of the certification / Evaluation process to be performed by a subcontractor authorized by TADQEEQ LLC.

16. Expiration period for pending applications

By signing this document, the applicant agrees that; applications for certification 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 certification process after the application has been closed, it agrees to submit a new application package with fees applicable to a new application.

Furthermore, a specific period of time is allowed for taking actions on non-conformance of first certification, surveillance, or recertification audit as following:

60 days for corrective actions in certification assessment

60 days for corrective actions for surveillance or recertification assessment.

60 days for suspension of certificate, (with one final extension to 30 days if applicant provides convincing justification for extension), Total of **90** Days period for Surveillance and recertification corrective actions provision by applicant.

17. Authorization

The applicant hereby gives the permission to TADQEEQ LLC and its team or subcontracted personnel to perform audit for all required departments, and agrees to fulfil payment of all related cost for the certification process. TADQEEQ LLC may start exchanging information and visits once this agreement is signed. This statement shall be considered as authority to execute the certification as agreed in this agreement.

18. Control the use of certification Mark:

By signing this agreement, the applicant acknowledges, recognizes and accepts terms and conditions for the use of “mark of conformity” including specifications, types of breach/ misuse of certification, disciplinary actions & liabilities, and the procedure of control of the use of certificate and mark of conformity available on the Website/Publicly available information of TADQEEQ LLC.

<i>Code</i>	TAD-CA	Tadqeeq LLC	Certification Agreement	
<i>Revision</i>	01			
<i>Date</i>	13/10/2023			
<i>Issue</i>	2			
<i>Date</i>	17/10/2023			

This agreement is executed by:

TADQEEQ LLC		Applicant	
Represented by		Represented by	
Date		Date	
Signature		Signature	

This document is exclusive property of the TADQEEQ LLC. Any partial or total reproduction of any kind is forbidden without prior approval of Management.