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General Agreement Conditions

On one side **ACERTA MIDDLE EAST (ME) Certification Body**, established in 2012 Egypt and legally represented by its general manager Mr. Ahmed Houssien A. Azeem , mentioned hereafter as **ACERTA MIDDLE EAST (ME)**.

And from the other side, the legal or natural person identified in the **Application form** to which this document complements, henceforth **THE APPLICANT**, mentioned hereafter as **CLIENT**.

The undersigned persons state the necessary legal capacity to agreement and to be obliged as representative of the corresponding party and agree that the certification works will be carried out in accordance with the following clauses:

Article 1. - Object of the Agreement

The object of this agreement is the regulation of the rights and obligations agreed between **ACERTA MIDDLE EAST (ME)** and the **CLIENT** concerning the certification of the client's company activities included in the scope detailed in the **Application form** to which this document complements, in accordance with the requirements and conditions established in the appropriate Normative Document.

Article 2.- Conditions for obtaining the certificate

2.1. The CLIENT is aware of the conditions and requirements established in the Normative Documents specified with regard to the activities for which the certification has been requested, and undertakes to meet them uninterruptedly during the period of validity stated in the agreement.

2.2. The CLIENT is aware of the quality of the services/products obtained in its production sites, as well as the fact that its products / services **CAN NOT** be marked with **ACERTA MIDDLE EAST (ME)**'s label / logo (EX. But not limited to: laboratory/ inspection/ training/calibration). The rules of use logo is that the use of any statement on product packaging or in accompanying information that the certified client has a certified management system. Product packing is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easy detachable. Type labels or identification plates are considered as part of the product. The statement shall in no way imply that the product, process or service is certified by this means. The statement shall include reference to:

- Identification (eg. brand or name) of the certified client.
- The type of management system and the applicable standard
- ACERTA ME issuing the certificate.

Use of the logo shall be subject to surveillance audits according to the **Procedure for use of the logo A101 is described in a work instruction (instruction of logo use annex-4 A101)**, and is a part

of the process of grant certification. Above work instruction annex-4 **A101** the client gets after making a decision on certification.

Also ACERTA Middle East guarantee to publish the work instruction up to date on its website, which is an obligation on the client to follow.

2.3. The CLIENT accepts that **ACERTA MIDDLE EAST (ME)** shall carry out the appropriate works for the certification activities in accordance with the procedure established in the relevant Normative Documents, and for this purpose, it shall allow **ACERTA MIDDLE EAST (ME)** auditors to access the production facilities which are subject of assessment, to carry out the audits as well as to provide them with the corresponding evidences in paper or electronic format.

2.4. The certification requested refers to the compliance with the management good practices according to the specifications set up in the Normative Documents, and never to the quality of entire production obtained according to the activities included in the certificate scope. For this reason, if any of the products made by the **CLIENT** causes damages to third parties, whatever the nature of it, due to its insufficient quality, to its bad hygienic conditions or whatever the reason may be, it would be of exclusive responsibility of **THE CLIENT**, who exempts **ACERTA MIDDLE EAST (ME)** from any responsibility about it.

2.5. The CLIENT may use the trademark distinctive of the certified system by **ACERTA MIDDLE EAST (ME)**, whenever the requirements established in the **ACERTA MIDDLE EAST (ME)**'s **Procedure for use of the logo A101**, provided to the **CLIENT**. This undertakes not to link with **ACERTA MIDDLE EAST (ME)** distinctive sign on the primary package of any product obtained in the facilities where the certificated activities are conducted. Anyway, this agreement does not involve a trademark licence, but the acceptance by **ACERTA MIDDLE EAST (ME)** that its distinctive sign can be applied on the publicity and commercial documents of the company certified by **ACERTA MIDDLE EAST**.

2.6. THE CLIENT will be allowed to display the approval certificate issued by **ACERTA MIDDLE EAST (ME)** and to make reference to it in public events, media and commercial information of the company linked to the certified activities, whenever the scope and code of the certificate is clearly indicated.

2.7. THE CLIENT undertakes to pay the certification and maintenance fees corresponding to the certification of the requested scope during the period of validity of this agreement, whether the decision for granting of certificates is positive or negative, in accordance with the accepted quotation, as well as the fees established that, in such a case, would have been established by the legal representatives of the Normative Documents.

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Article 3. Duration of the Agreement

3.1. This Agreement shall enter into force on the day of its signing and is valid for 3 years. For all certified clients, the contract is valid until the date of expiration of the current certificate.

3.2. This agreement will be tacitly, automatically and consecutively renewed for successive periods of **3 YEARS** unless otherwise communicate it from any of the parties with, at least, three months prior notice before its expiration date.

3.3 In the event of a coercive threat out of control for more than 6 months, the validity of the certificate will be shorted and the contract will be cancelled. In the event of the termination of this threat, the client must reapply a certificate request.

3.4 The CLIENT accepts that ACERTA MIDDLE EAST (ME) can carry out unplanned audit if necessary and accepts that the accreditation body attend any audit as observer to assess ACERTA MIDDLE EAST (ME) during its activity.

Article 4. - Scope of the certification

4.1. The definitive scope of the certification will be that specified in the version in force of the Approval Certificate.

4.2. When appropriate, **ACERTA MIDDLE EAST (ME)** might issue a Technical Annexe attached to the certificate in order to detail or provide further information linked to the scope of the granted certification.

Article 5.- Suspension or cancellation of the agreement

5.1. **ACERTA MIDDLE EAST (ME)** might temporarily suspend or cancel the certificate what it is stated in the relevant **Procedure for suspension and cancellation of the agreement A 300** in the following cases:

- * Use of a certification document or any part thereof in a misleading manner
- * THE CLIENT violated the rules of use logo stated in Chapter 2.
- * There is any big changes in client's activities and / or processes up to on-site audit.
- * ACERTA ME received any information from official institutions or the media about non-compliance relating to or directly connected with the activity / activities of the certified client.
- * THE CLIENT doesn't allow surveillance or recertification audit or Special/ Short notice audits to be conducted at the required frequencies or when needed.

ACERTA ME will implement the suspension in time limited 3 months as a maximum and notice will be delivered to the client within 3 working days until the completion of the investigation as to whether

the information is accurate and until the moment when the non-compliance, if any, is removed.

When the client fails to remove the reason for the suspension in the agreed time frame the decision will be cancelled.

5.2. If the certificate is cancelled, the **CLIENT** will automatically lose the rights acquired by the approval certificate issued by **ACERTA MIDDLE EAST (ME)** and no further applications will be accepted until 12 months have elapsed from the date of the cancellation.

5.3. If the cancellation was due to any circumstance that jeopardize **ACERTA MIDDLE EAST (ME)** interests, this would unilaterally cancel this agreement as well as **ACERTA MIDDLE EAST (ME)** will claim for the payment of all **CLIENT's** unpaid invoices. Moreover, if the **CLIENT** cancel an agreement in the time inferior than three months before the next audit, than the **CLIENT** will be obliged to pay full audit amount including all days and administrative expenses.

5.4. The **CLIENT**, who signs this agreement with **ACERTA MIDDLE EAST (ME)**, is obliged to pay the corresponding invoices from **ACERTA MIDDLE EAST (ME)**. If payments are not done following agreement conditions, the certification will be completely suspended until time of payment.

5.5. In any case of suspension/ cancellation of contract or certification due to any reason that demands this action, the client is obliged to return back his certificate and to correspond to the withdrawal of the certification requested by ACERTA Middle East.

Article 6.- Miscellaneous

6.1. The **CLIENT** will explicitly acknowledge the receipt and the inclusion of the Certification Agreement with his/her signature on this agreement with **ACERTA MIDDLE EAST (ME)** and its annexes (Annex 1 and Annex 2).

6.2. The **CLIENT** undertakes not to give or transfer partially or completely its rights and obligations derived from this agreement without having first secured the prior written permission of **ACERTA MIDDLE EAST (ME)**.

6.3. Any notice to be given under this agreement will be sent by registered and certified fax, e-mail address or post address that the two parties have previously specified for such purpose and which are detailed in the Certification Request Form, or wherever each party has previously communicated to the other in writing. The client is obliged to notify immediately and without delay to ACERTA MIDDLE EAST (ME), sending an email, fax or mail to the address, about any changes occurred during the certification cycle related to it production process, personnel changes in the management, change of ownership, change of address or location, etc.

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6.4. The agreement is the only document related to the object stated in it, and it will not be modified but its being replaced by a new document made in writing and signed by authorised signatory of each of the parties. Any omission or delay from any of the agreeing parties towards the other with regard to the punctual fulfilment of its obligations will not be considered as a renunciation from that first party of its right to require the punctual fulfilment of its obligations to the second party.

6.5. Neither of the parties shall not disclose or use for any purpose confidential knowledge or confidential information, or any financial or commercial information that can know or get in the subject of this

contract, without the prior written consent of the parties to which they refer confidential information.

Article 7.- Settlements of Disputes

Both parties agree that all disputes, differences or claims arising directly or indirectly in connection with the interpretation, fulfilment or not fulfilment of the present Agreement will be ruled by the Commercial Court in Egypt. The decision of this court will be final and binding upon the parties concerned.

In witness whereof, and as a sign of conformity with what precedes, this document is signed in duplicate.

City

Country

Date

On behalf THE CLIENT

On behalf ACERTA MIDDLE EAST (ME)

Name:

Signed:

(Name and Surnames in CAPITAL LETTERS)



PLEASE, SEND SIGNED AND SEALED SCANNED DOCUMENT BY EMAIL TO **ACERTA ME**
info@acerta-me.com

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ANNEX 2 Information about the process of audit, certification and of the status of certification

Certification is a process that is taking place in several stages.

1. APPLICATION PHASE

In this phase any interested entity fills the application form F 1 A / 100 that is available on our website, or can be sought from ACERTA MIDDLE EAST (ME).

2. APPLICATION REVIEW PHASE

After the applicant submit to ACERTA MIDDLE EAST (ME) mail office info@acerta-me.com the completed and signed application form, ACERTA MIDDLE EAST (ME) reviews the application and verifies all data and whether the application is in the scope of business ACERTA MIDDLE EAST (ME). If so, the application is referred to as the "accepted". However, if the application is not in the scope of business ACERTA MIDDLE EAST (ME), it is marked as "unaccepted" and to the applicant in that case submitted written notice with an explanation of why the application was not accepted.

3. CONTRACTING PHASE

When the application is accepted, ACERTA MIDDLE EAST (ME) sends to the applicant a certification contract F1C / A100 with the official price list of services in Annex 1 and Annex 2 which contains information describing the process of audit, certification and the status of certification which are an integral part of the contract. Once the applicant signs the contract, and with it signature confirms that agrees with the terms and official prices for certification services, which is for a period of 3 years (except that of certified clients validity of the contract expires on the day of expiry of the certificate - Article 3.1. of the certification contract), the applicant acquired the status of a client. ACERTA MIDDLE EAST (ME) reserves the right to change the price, if necessary, and then delivers a new price list, which will replace the previous and whose validity will be up to the issuance of a new one.

4. AUDIT PREPARATION PHASE

In this phase, the lead auditor prepares for the audit and ensuring the best preparation has a right to ask from the client for certain documents such as the Quality Manual, HACCP plan, flow chart or any other document relevant to the preparation of the audit. The client submits the relevant documents to the auditor by mail.

5. CONFORMITY AUDIT PHASE

Conformity audit within one certification cycle framework consists of:

- **Certification audit** (is the initial audit in the first year of certification) that consists of Stage 1 and Stage 2 audit;
- **First surveillance / periodic audit** (is the audit conducted for a period of not longer that 12 months before the expiration of the certification audit)
- **Second surveillance / periodic audit** (is an audit which is carried out for a period not exceeding or before the expiration of 12 months from the first surveillance / periodic audit)
- **Recertification audit** (is the audit which starts a new certification cycle of 3 years).

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Before going to the audit, the auditor ACERTA MIDDLE EAST (ME) creates the Audit Plan, stating date of audit, data from the client application (name, address, scope, auditee's representative, all locations that are subject to audit, as well as ID, EA codes / food categories, information on the auditor and the audit team if any, the technical experts, consultants and translators if they are engaged, etc.).

Further in the Audit Plan, the auditor states the time and duration of the activities to be conducted for each sector / area that is subject to audit.

Such created audit plan, the auditor submits to the client for review and confirmation, at minimum 2 days before the audit date. The client has the right to refuse i.e. not to comply with the Audit Plan or some of its segments and it must indicate in writing subject to refusal on the grounds. If the client entirely agrees is necessary in writing via e-mail confirm it consent with the Audit Plan. If the client does not submit any objection/confirmation, Audit Plan is considered accepted and the auditor comes to the audit according to the date stated in the plan.

Stage 1 audit

In this audit stage the auditor/audit team perform documentation audit and carry out a visit to the production capacity/ies the client has. The client is obliged to make available all of the documents sought by the auditor and to allow unimpeded access to all sites and facilities which perform an activity that is within the scope of certification audit.

Stage 1 audit begins with an opening meeting where auditor explains the details of the audit as well as the certification process for this stage.

Stage 1 audit ends with a closing meeting in which the auditor clearly exposes the audit results from the stage 1 and further action.

Stage 2 audit

The objective of the Stage 2 audit is to assess the level of implementation of standards, including the effectiveness of management systems. Stage 2 audit is performed on location at the client.

Stage 2 audit begins with an opening meeting where auditor explains the details of the audit as well as the certification process for this stage.

Stage 2 audit ends with a final meeting in which the auditor clearly exposes the results of the stage 2 audit and the further course of the submission of evidences of solving non-conformities, if any, and explains the procedure for making a decision on certification. At the end of the stage 2 audit is determined the estimated term for surveillance / periodic audit.

6. REPORTING PHASE

The auditor, during the audit takes notes and fills in a report documents and records of the auditee and records visual observations, interviews with employees. On the basis of this report, the decision maker can accurately determine the level of compliance or non-compliance with the requirements of the standard and on that basis decide on certification or non-certification.

The auditor can never be the decision maker on the same subject. Therefore, the task of the auditor is to check system and record the entire course of the audit at all stages and to deliver it to a decision maker.

If the auditee has a non-conformities, is obliged, within the agreed time with the auditor, to remove them and deliver tangible evidence of the closure or removal of them, and only after that the report may be submitted to decision maker, in timeframe which is not longer than 14 days from the date of receiving of evidences for nonconformities removal.

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7. DECISION TAKING PHASE

This is the phase where the decision maker reviews the report submitted by the auditor, as well as all relevant additional documents, if any.

In a totally impartial and independent manner, the decision maker analyzes data submitted in the report and based on that make a decision on certification or non-certification.

The duration time to take decision from the end of audit date to issue the certificate does not exceed 28 days.

In case the decision on certification is negative the client will inform with negative notification.

- The client shall close his Minor NCR in a time fram of 14 Days and can be exceeded to 21 days in some particular cases.
- The client Shall close his Major NCR's in a time fram not exceeding 6 month from the last day of Stage 2 audit.

Any exceedance of the above mentioned days will lead to a negative certification decision.

8. CERTIFICATION PHASE

If based on the report concluded that the client is satisfied the requirements of the standard, then the decision-maker brings a positive decision on certification after by issue the certificate. A copy of the certificate in pdf format is sent to the client via e-mail, and on request can be in printed form which is sent to the address. A copy of the certificate in pdf format is entered into the database on the website ACERTA MIDDLE EAST (ME) www.acerta-me.com and is publicly available. To verify the certificate it is necessary in the field to check the certificate to enter the certificate number in the form as found on the certificate, or may write to ACERTA MIDDLE EAST (ME) and request an information about. During the validity of certificate, the client is obliged to inform ACERTA MIDDLE EAST (ME) of any changes such as:

- a) change of legal form, changes in commercial or organizational status or change in the ownership structure,
- b) changes in the organization or management (eg. the main leaders, decision-makers and technical staff),
- c) a change in the contact address or location,
- d) change operations which are within the scope of certification, and
- e) major changes in the management system and processes .

If, however, conclude that the client did not meet the requirements of the standard completely in this case the decision-maker brings a negative certification decision and whether in writing ACERTA MIDDLE EAST (ME) notify the client.

9. SURVEILLANCE/PERIODIC AUDIT PHASE

During the certification cycle is necessary to carry out surveillance audit no longer than 12 months since the certification decision. Surveillance consists of a control audit as well as other activities that are classified in the supervision and monitoring of certified client.

Surveillance audit at least 30 days before the expiry of that period, inform the client of the need to carry out a surveillance audit. The Client is obliged to ensure that the surveillance audit carried out in full and on time and for any delaying more than this time the certificate will be suspended.

During one certification cycle there are 2 surveillance/periodic audits.

10. MAINTENANCE CERTIFICATE PHASE

After the audit, the lead auditor transmitts the report and documents to the decision maker as in the initial audit.

If the report is positive and the positive conclusions of the lead auditor of the client, the decision maker makes a decision for continuing certification.

If they appear a large failures and nonconformities will be handled in accordance with the Procedure on suspension and termination A 300.

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11. RECERTIFICATION PHASE

After completing the three-year certification cycle for re-certification is carried out identical procedures as for initial certification with the difference that a customer does not require filling out the application form F 1 / A 100 unless there is a change in his or process data, and the stage 1 audit is not performed, but immediately began stage 2 audit. The whole process of writing and sending a report and a decision is the same as for the certification audit.

12. Expanding and reducing the scope of certification

Reducing the scope of certification

The client Failure to resolve the issues that have resulted in the suspension in a time established by ACERTA ME shall result in withdrawal or reduction of the scope of certification.

ACERTA ME shall reduce the scope of certification to exclude the parts not meeting the requirements, when the certified client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification. Any such reduction shall be in line with the requirements of the standard used for certification.

Under suspension, the client's management system certification is temporarily invalid.

Expanding the scope of certification

ACERTA ME shall, in response to an application for expanding the scope of a certification already granted, undertake a review of the application and determine any audit activities necessary to decide whether or not the extension may be granted. Any such reduction shall be in line with the requirements of the standard used for certification.

13. Client transfer from another certification body to ACERTA ME

The client who needs to transfer from another CB to ACERTA ME should follow the following steps:

- Submit an application for ACERTA ME,
- Attached with the application: a copy of a valid certificate and by his signature confirms that it is not under sanctions or the threat of suspension with the certification body that has issued the certificate,
- Prove that all corrective actions for the non-conformities from previous audit are closed,
- Submit if possible the audit report of the last audit that was performed by the certification.

If the application is accepted, the client will be graduating in ACERTA ME to achieve the status of a client during the certification cycle, and ACERTA ME will continue with the audit of the first following periodical surveillance audit.

14. MIGRATION CERTIFICATION from OH&S 18001:2007 to ISO 45001:2018

This section applies when an organization certified in compliance with OHSAS 18001:2007 asks for migration to the standard ISO 45001:2018.

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The Organization must demonstrate to have correctly implemented and acted the elements of change, for example it must demonstrate:

Have considered its context defining the scope of OH&S management system and planning the management system based on its risks and opportunities.

Application for Migration

During the migration period, the certified Organization can decide to perform migration to the new standard:

1. during a surveillance audit (with possible audit time increase)
2. during a recertification audit
3. between two scheduled audits.

An authorized representative of the applicant organization has to submit a migration request to ACERTA ME using F1/A100.

Upon receiving the request for migration, ACERTA ME sends to the Organisation to send the necessary documents such as risk assessment.

According to the information receiving, ACERTA ME decides whether it is possible to proceed with migration and, in the presence of an audit time increase, prepares a specific economic offer for the migration audit.

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