

GENERAL CONDITION FOR MANAGEMENT SYSTEM CERTIFICATION



G02/L2

PUBLICLY ACCESSIBLE INFORMATION

This document has released on behalf Mr. Yasser Farouk Moustafa
is the Managing Director _____
on October 10, 2020 at _____
to hand _____

[This is an official document of BRILLIANT Certification; The printed copy of this document shall be treated as UNCONTROLLED.]

General condition for management system certification

PUBLICLY ACCESSIBLE INFORMATION

1. GENERAL

1. Unless otherwise agreed in writing, all offers made or certification services provided by BRILLIANT CERTIFICATION or any of its affiliated companies or any of their agents (each a "company") to any person applying for management systems certification (the "Client") and all resulting contracts or other arrangements shall be governed by these general conditions for management systems certification (hereinafter the "Certification Condition"), and as the case may be. The proposal, The application, The codes of Practice, The Regulations governing The use of a mark and any other relevant document constitute The entire agreement The " contract " between The client and the company with respect to the subject matter hereof. Save as otherwise provided no variation to the contract shall be valid unless it is in writing and signed by or on behalf of the client and the company.
2. Where a certificate is issued to the client, the company shall carry out its services in accordance with the codes of practice (the codes of practice) of the company designated to issue such certificate (the BRILLIANT CERTIFICATION) The codes of practice in force as at the date of commencement of the contract as well as any further amendment as it may be issued from time to time.
3. The Client acknowledges that, in entering into the Contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Contract. Any conditions or stipulations included in the Client standard form documents which are inconsistent with, or which purport to modify or add to, the Certification Conditions shall have no effect unless expressly accepted in writing by the Company.

2. SERVICES

1. These Certification Conditions cover the following:
 - a. ▲Quality, Environmental, Health & Safety, Food Safety, **Medical Devices, Energy**, and other management system certification in accordance with international or national standards; and
 - b. ▲Pre-assessments, public training courses in quality management and other related activities.

▲Note: training courses confined to provision of genetic information that is freely available in the public domain; provided that will not provide company-specific solutions.



2. For the services described under Clause 2.1(a), the Company shall first assess the relevant management systems. In order to do so it shall inform the Client of the expected date of commencement of the assessment visits together with an indication of a provisional timetable for completion of the assessment program. However, time for commencement and duration of the assessment visits are not of the essence and the Company shall not be bound to complete the assessment program within the provisional timetable, but will use all reasonable endeavors to keep the Client informed from time to time about progress on the assessment program.
3. On completion of an assessment program under Clause 2.2 the Company will prepare and submit to the Client a Report indicating whether or not a recommendation to issue a Certificate is to be made. Such recommendation is not binding on the BRILLIANT CERTIFICATION and the decision to issue a Certificate is at the sole discretion of the BRILLIANT CERTIFICATION. Copyright in the Report shall be and remain the property of the Company, but the Client shall be entitled to make copies for its internal purposes only.
4. Nothing contained in the Reports of the Company or Certificates of the BRILLIANT CERTIFICATION shall be deemed to imply or mean that the Company or BRILLIANT CERTIFICATION conducts any quality assurance and quality control program for the Client to whom the Report or Certificate is issued.
5. Certification, suspension, withdrawal or cancellation of a Certificate shall be in accordance with the applicable Codes of Practice.
6. The Company reserves the right, at its discretion, to postpone, annul or modify the venue, place and organization of any of its training courses set forth at Clause 2.1(d), should the number of participants be considered insufficient.

3. OBLIGATIONS OF THE CLIENT

1. The Client shall ensure that all necessary product samples, access, assistance, information and facilities are made available to The Company when required; including the assistance of properly briefed and authorized personnel of the Client. The Client shall in addition provide the Company free of charge suitable space for conducting meetings.
2. In order to allow the Company to comply with the applicable health and safety legislation, the Client shall provide the Company with all available information regarding known or potential hazards likely to be encountered by the Company personnel during their visits. The Company shall ensure that whilst on the Client's premises, its personnel comply with all health and safety regulations of the Client.
3. The Client may only reproduce or publish extracts of any Report of the Company if the name of the Company does not appear in any way or the Client has obtained the prior written authorization of the Company. The Client shall not publicize details of the way in which the Company performs,

conducts or executes its operations.

4. FEES AND PAYMENT

1. The fees quoted to the Client cover all stages leading to completion of the assessment program or operations and the submission of the Report referred to in Clause 2.5 and of the periodic surveillances to be carried out by the Company for the maintenance of the Certificate. As fees are based on the charge rate applicable at the time of submitting a Proposal, the Company reserves the right to increase charges during the registration period. The Company may also increase its charges if the Client's instructions are found subsequently to be not in accordance with the Initial details supplied or used for the purpose of obtaining a fee quotation. Clients will be notified of any increase in fees.
2. Additional fees shall be charged for operations that are not included in the agreed proposal and for surveillances required due to non-conformances being identified. These will include. Costs resulting from:
 - a. Repeats or any part, or all of the assessment program or operations due to the registration procedures and rules not being met;
 - b. Additional work due to suspension. Withdrawal and/or reinstatement of a Certificate;
 - c. Reassessment due to changes in the management system or products; or
 - d. Compliance with any subpoena for documents or testimony relating to work performed by the Company.
3. Additional fees will be payable at the Company's charging rates in force from time to time in respect of rush orders. Cancellation or rescheduling of services or any partial or full repeats of the assessment program or operations which are required as set out in the Codes of Practice.
4. A copy of the Company's prevailing charging rates is available on request from the Company.
5. Unless otherwise stated all fees quoted are exclusive of travelling and subsistence costs (which will be charged to the Client at cost). All fees and additional charges are exclusive of any applicable Value Added Tax, Sales Tax or similar tax in the country concerned.
6. ▲ Following submission of the Report to the Client, the Company shall issue an invoice to the Client. Invoices for additional and further work will be issued on completion of the relevant task. Unless advance payment has been agreed upon, all invoices are payable within 15 days of the date of each invoice regardless of whether the Client's system or products qualify for certification.
7. Any use by the Client of any Report or Certificate or the information contained therein is conditional upon the timely payment of all fees and charges. In addition to the remedies set out in the Codes of Practice, the Company reserves the right to cease or suspend all work and/or cause the withdrawal of any Certificate for a Client who fails duly to pay an invoice.
8. All invoices not timely paid shall bear late payment charges at 10% per month from the date of the invoice until payment. The Client shall pay all costs of collection, including attorney's fees.



5. ARCHIVAL STORAGE

1. The Company shall retain in its archive for the period required by an accreditation body or by law in the country of BRILLIANT CERTIFICATION all materials relating to the assessment program and surveillance program relating to that Certificate.
2. At the end of the archive period, the Company shall Transfer, retain or dispose of the materials at its discretion, unless instructed otherwise by the Client. Fees for carrying out such instructions will be invoiced to the Client.

6. ▲TERMINATION

1. The Contracts are generally meant to last for fixed periods of time either directly related to the validity of the relevant Certificates issued or to the type of Services to be rendered, they may be renewed thereafter,
2. Unless otherwise agreed in writing, the Client is entitled to terminate the Contract by reason of serious default by the Company in its obligations at any time by giving not less than 15 days' notice in writing to the Company after the Company failed to fix the notified default within 15 days from notification.
3. The Company is entitled, at any time prior to the issue of a Certificate, to terminate the Contract by reason of serious default by the Client in its obligations by giving not less than 15 days' notice in writing to the Client after the Client failed to fix the notified default within 15 days from notification.

7. FORCE MAJEURE

1. If the Company is prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which a Contract has been made, the Client will pay to the Company
 - a. The amount of all abortive expenditures actually made or incurred;
 - b. A proportion of the agreed fees equal to the proportion (if any) of the service actually carried out; and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.

8. LIMITATION OF LIABILITY AND INDEMNITY

1. The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only in cases of proven negligence.
2. ▲The Company has evaluated the risks arising from its certification activities in a view of R01/L2, therefore the company shall have no liability to the Client arising out of or in connection with the Contract and its performance by reason of any representation or the breach of any express or

implied condition, warranty or other term of any duty at common law or under any statute for any indirect, special or consequential loss of the Client (including loss of profits), and the total liability of the Company to the Client in respect of any other loss shall be limited, in respect of anyone event or series of connected events, to all amount equal to the fees paid to the Company under the Contract: (excluding Value Added tax thereon).

3. The Company shall be discharged from all liability to the Client for all claims for loss, damage or expense unless suit is brought within one year after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.
4. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
5. The Client acknowledges that the Company does not, either by entering into the Contract or by performing the services rendered, assume, abridge or undertake to discharge any duty of the Client to any other person.
6. The Client shall guarantee, hold harmless and indemnify the company -and its officers, employees, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature including reasonable legal expenses and howsoever arising relating to the performance, purported performance or non-performance of any services to the extent that the aggregate of any such claims relating to anyone service exceed the limit mentioned in Clause 8.2.

09. SERIOUS INCIDENTS

BRILLIANT should learn of any serious incidents, serious breach of legal obligations, prosecutions, etc. Involving the certified operations of any BRILLIANT CERTIFICATION client then an unscheduled audit or short notice audit may be authorized and/or the next scheduled audit may be brought forward; BRILLIANT office will cover all the unscheduled or short notice audit fees. The senior management of the certifying office shall be informed as soon as possible and their advice sought.

▲Referenced to ACCREDIA General Regulation RG01 rev.2 p.t 2.2.2.2

BRILLIANT if officially informed through official documents the cases where certified organizations are involved in legal proceedings with reference to laws relating to products supplied and/or services provided or however relating to management systems subject to certification, shall communicate to the Impartiality Committee and to accreditation bodies in copy.