



CERTIFICATION AGREEMENT (TERMS & CONDITIONS)

Appendix No.	SOP-005-A01
Effective Date	14.04.2026
Revision No.	01
Dept.	Certification

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GENERAL TERMS AND CONDITIONS

1. This agreement is made between **TAWKEED Conformity (CR No. 1268957), Office No. 42, Bldg. No.537, Way: 5016, Ghala, Muscat, Oman**, and the **(Company Name)** requesting certification of its products, called hereafter as (the "client").
2. **Scope of Agreement**
 - 2.1 **TAWKEED Conformity**, a privately owned independent organization, agrees to provide the client with the service for the scope(s) of certification as detailed in this Certification Agreement and the related certification scheme(s) and quotation issued by TAWKEED and shared subsequently with client.
 - 2.2 **TAWKEED Conformity** undertakes the evaluation and/or assessment activities, and certification of products to the respective certified normative standards applied for.
 - 2.3 **TAWKEED** undertakes to perform Certification activities in a way that does not compromise any principle of the Procedure For Non-Discriminatory Condition and Equal Opportunities (TK-SOP-009) and guidelines of non- Discriminatory Policy (TK-QP-003) and commits all its dealings with clients or potential clients, all employees or other personnel are and will remain impartial as per guidelines of Impartiality Policy (TK-QP-002) and assuring that that impartiality is maintained and can be continuously demonstrated.
 - 2.4 **TAWKEED Conformity** may refuse to provide the service of evaluation and/or assessment, and certification of products in case of client business is out of accreditation scopes held by **TAWKEED Conformity**, non-availability of competent staff with **TAWKEED Conformity**, commercial reasons, reputation of client. The reason for refusing to provide the evaluation and/or assessment, and certification of products operated by companies to the respective certified normative standards applied for will be documented and communicated to the client.
 - 2.5 In order that **TAWKEED Conformity** may provide the service, the client agrees to supply **TAWKEED Conformity** with all the necessary information about their facilities.
 - 2.6 Client requested service must be confirmed with **TAWKEED Conformity** in writing and as per the implemented certification procedures after receipt of signing of this agreement. No service will be provided prior to the return of the signed Certification Agreement document and Payment of Fees listed and agreed upon in the Quotation.
 - 2.7 Unless agreed to in writing, nothing expressed or implied between the client and **TAWKEED Conformity** personnel is considered binding.

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2.8 **TAWKEED Conformity** publishes list of certificates of conformity issued, suspended, withdrawn. The information includes details like, name, address and scope of the certificate of conformity and certification validity. Client allows **TAWKEED Conformity** to publish the details in this list.

3. Confidentiality

- 3.1 Except as required by law and the relevant accreditation authorities, **TAWKEED Conformity** will treat as strictly confidential and will not disclose to any third party without prior written consent of the client, any information which comes into the possession of **TAWKEED Conformity** or its employees while providing the service.
- 3.2 TAWKEED Conformity is responsible, through legally enforceable commitment, 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 TAWKEED Conformity and the client (e.g. for the purpose of listing the certified clients/ Products details in publicly available information as per the accreditation requirements, or for the purpose of responding to complaints). All other information is considered proprietary information and should be regarded as confidential.
- 3.3 TAWKEED Conformity informs the client, in advance, of the information it intends to place in public.
- 3.4 When TAWKEED Conformity 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. In such cases, the client is informed through written e mail / letter.
- 3.5 Information obtained about the client from sources other than the client (e.g. from the complainant or from regulators) is also treated as confidential.

4. Personnel

- 4.1 **TAWKEED Conformity** undertakes to provide suitably qualified personnel for all evaluation and/or assessment and surveillance work using their own staff or suitable qualified subcontractors who have been selected based on specific Competence Criteria.
- 4.2 All members of **TAWKEED Conformity** (full-time employees or sub-contractors) are required to sign confidential agreements concerned with all confidential information to which they may be exposed at client premises.
- 4.3 The client has right to object to any technical evaluator / Management System Auditor, if he perceives conflict with his interest. Client can raise his objection to Managing Director, who shall review the potential impartiality threat and take necessary actions; however, the change cannot be

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guaranteed in case of no conflict perceived.

4.4 If requested by **TAWKEED Conformity** the client will allow the presence of observers, trainee evaluators, technical experts as part of the evaluation and/or assessment.

5. Rules for Certification

5.1 The client must have an effectively implement and document all requirements for certified products, which complies with the standard as specified in this agreement.

5.2 Client must fulfill the certification requirements continually, including implementing appropriate changes when they are communicated by the **TAWKEED Conformity**.

5.3 Client must ensure that all the product related requirements apply to ongoing production, the certified product continues to fulfill the product requirements.

5.4 For any certified products the client must comply with the certification scheme requirements, mandatory legal or regulatory requirements, statutory requirements which apply to the client's Products, facilities, production processes or services. The client must maintain a register of regulatory requirements that are applicable to the products and shall comply with them. In the event of client (organization) conducting a violation of the legal / regulatory / statutory requirement, the client will inform TAWKEED Conformity on its own, proactively and voluntarily. In case a violation of legal / regulatory / statutory requirement is observed during evaluation and/or assessment, the evaluation and/or assessment team will notify the client's management of the violation. The client shall ensure and provide evidence to TAWKEED Conformity that the appropriate authorities have been notified of the violation as per the prescribed procedures of the relevant authorities.

5.5 Client has to make all necessary arrangements for;

- conducting of the evaluation, Audits and surveillance visits, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors.
- investigation of complaints;
- the participation of observers, if applicable;

5.6 The client may only claim that it is certified with respect to those products for which it has been granted certification.

5.7 Client makes claims regarding certification consistent with the scope of certification.

5.8 Client does not use its product certification in such a manner as to bring the TAWKEED Conformity into disrepute and does not make any statement regarding its product certification that the

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TAWKEED Conformity may consider misleading or unauthorized.

- 5.9 If the client has provided copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- 5.10 Client has to ensure that in making reference to its product certification in communication media such as documents, brochures or advertising, the it complies with the requirements of the TAWKEED Conformity or as specified by the certification scheme;
- 5.11 Client must keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the TAWKEED Conformity when requested, and to ensure that the client has;
- taken appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification.
 - documented the actions taken;
- 5.12 All records (test reports from the ISO/IEC 17025 accredited laboratories for the claim of conformity) pertaining to the certified products must be made available to authorized TAWKEED Conformity personnel including records of external complaints and remedial actions taken.
- 5.13 Access to all business and production areas must be made available to authorized TAWKEED Conformity personnel to ensure an effective and efficient evaluation and/or assessment including all documentation relating to the certified products for which evaluation is being undertaken.
- 5.14 A designated individual (Authorized representative) must be appointed by the client to be responsible for ensuring that the certified products' requirements are observed. The person who signed this certification agreement from client side unless other is confirmed by writing by client.
- 5.15 The client must inform TAWKEED Conformity of any significant non-conformances of which they are aware, through internal evaluation and/or assessment or other means. The client is responsible for the adoption of sound policies to maintain the reliability of their certified products.
- 5.16 In case of Certified products by TAWKEED Conformity that are entitled to use the mark of Conformity in conjunction with the appropriate accreditation body logo, this use shall be subject to the logo conditions (*refer to GAC technical note 6*).
- 5.17 The client agrees not to misrepresent the Certification by TAWKEED Conformity, nor to modify or alter the certificate of conformity in any way, including TAWKEED Conformity logo. *Client also agrees to meet the requirements as stated in the policy on use of certificates, marks of conformity (TK-QP-004).*

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- 5.18 If the client fails to maintain compliance with the requirements for certification, certification may be suspended or withdrawn at the discretion of TAWKEED Conformity. A copy of the suspension and cancellation procedure is available on TAWKEED Conformity Website. Upon suspension or cancellation of the certification the client will discontinue all advertising matters and stationery that contain any reference to the certification and on cancellation, will return all the certificate of conformity including the TAWKEED Conformity and accreditation body logo material.
- 5.19 Appeals against any decision taken by TAWKEED Conformity or complaints against any TAWKEED activities regarding client certification process are covered by a documented appeals procedure and complaints procedure which is available on TAWKEED Conformity website along with its other publicly available information.
- 5.20 Client shall initiate actions against the issues raised by TAWKEED Conformity for suspending the certification. He shall submit evidence for actions taken to close out all the issues raised. Failure to comply with the suspension conditions shall escalate the suspension to withdrawal / deregistration / cancellation of certification.
- 5.21 TAWKEED Performs its role either as an independent Certification body in accordance to the terms and conditions agreed upon with client Or according to its role as authorized notified body by Directorate General of Standards and Metrology (DGSM) and by Food Safety and Quality Center (FSQC)/MAFWR

6. Terms of payment

- 6.1 The client agrees to pay fees as evaluation services are rendered. The quotation and related Invoice will be presented and should be paid prior to starting the evaluation process for each and every step for evaluation including application fees, documents review stage etc.
- 6.2 If the fees are not paid within the agreed time frame agreed upon, **TAWKEED Conformity** reserve the right to modify the existing or issue a new Quotation accordingly.
- 6.3 Fees for special purpose visits e.g. verify implementation of corrective actions, on receipt of customer complaints, changes / revisions in the certified products, which the client has reported as having an effect on the registration, change in address, scope of the certified products, changes / revision in certified normative standard etc. are not included in the fees quoted. This may include additional evaluation and/or assessment time and will be invoiced to the client at rates in effect at the time of the visit.
- 6.4 Certificate of conformity shall be issued only on clearance of all payments. The client agrees to reimburse **TAWKEED Conformity** for the following as incurred:

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- Expenses which generally include travel, meals, car rental, visa charges, local travel, lodging and travel time.
- Administrative fees if any.
- Prior to issuance of certificate of conformity, client is required to approve the draft of certificate and its Annexes. After that, Client changes made to certificate of conformity after publishing of certificate will be charged according to the agreed quotation
- If any certificate of conformity misplaced / lost by the client, copies of the same can be made available at a renewed charged cost of for certificate of conformity.

6.5 **TAWKEED Conformity** is not responsible for unforeseen circumstances encountered during the delivery of the service which may require additional time or expense and could result in our inability to complete the assessment as specified in this agreement. **TAWKEED Conformity** reserves the right to pass on to the client additional costs arising from services requested by the client which are not listed in this agreement.

7. Process of Certification:

7.1 Steps representing process of certification are specified in the related Certification schemes as an integrated part of this Agreement as following:

- Application Review
- Application Evaluation + Review
 - ❖ Document technical Review- Product Type/Model Certification
- Certification Review
- Certification Decision
- Surveillance
- Scope Extension
- Scope Reduction
- Suspension of Certification
- Withdrawal/Termination of Certification
- Recertification

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All above-mentioned steps are implemented as explained in the related detailed Certification/ Conformity Assessment schemes:

- 7.2 The Scope of Accreditation issued by Accreditation body is an acknowledgement that TAWKEED Conformity has the necessary expertise and ability to manage evaluation and/or assessments in those particular scopes
- 7.3 Details of all accredited scopes held are available on request regarding TAWKEED Conformity and are detailed out in the certification scheme.
- 7.4 If a particular scope is outside the present accredited scope of TAWKEED Conformity and if agreed by the client a non-accredited certificate of conformity can be offered by **TAWKEED Conformity**.

8. Validity of certification

- Product Type/Model Certification: 12 months (Maximum) or upon the expiry date of relevant test report if its less than 12 months.

9. Accreditation body witnessed evaluation and/or assessments

All **TAWKEED Conformity** certified clients should, if requested, allow, Accreditation Body Technical evaluator / Auditors to visit the client premises / witness **TAWKEED Conformity** staff carrying out their evaluation and/or assessments. Failure to allow this could jeopardize the client's Certification.

10. Changes Affecting Certification

- 10.1 in the event of changes significantly affecting the product's design or specification, or changes in standards to which compliance of the product is certified, or changes in the ownership, structure or management of the supplier, if relevant, or Changes related to legal, commercial, organizational status of ownership, organization and management, address and sites, scope of operations under certified products, major changes to certified products and processes. in the case of any other information indicating that the product may no longer comply with the requirements of the certification system, client shall immediately inform TAWKEED to proceed with further needed action
- 10.2 **TAWKEED Conformity** will provide its clients any changes that may take place to its certification requirements and the same will be verified by **TAWKEED Conformity** for all its clients for compliance.
- 10.3 Any changes affecting certification against which the product is certified must be implemented within an agreed period in a way respecting the continuity and integrity of certification

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11. Publicity

Once a certificate of conformity has been issued, the client has the right to publish the fact. The relevant logos can be used on its stationery relating only to the evaluated scope of registration and the relevant part of the standard. *All conditions of the policy on use of certificate and marks of conformity (TK-QP-004) issued along with the certificate of conformity shall be followed.*

12. Misuse of the Certificate of conformity

TAWKEED Conformity will take all reasonable precautions to see that there is no misuse of their certificate of conformity in client advertising etc. .

The client undertakes to use certification marks as appropriate to its evaluated scope of registration and relevant standards.

Those Actions are according to Quality Policy Use of Certificate, Marks of conformity (TK-QP-004), which is available on TAWKEED Conformity website along with its other publicly available information.

13. Liability

13.1 Neither **TAWKEED Conformity** nor any of its promoters, employees, technical evaluator / Lead Auditors/Auditors or subcontractor's warrants the accuracy of any evaluation and/or assessment, review, information, certification, service or advice supplied. Except as stated in this document and shall not bear responsibility or be liable for any loss, expense or damage, however so sustained by any company, client or person due to any act whatsoever taken by any one of them, taking into consideration any attempted exclusion or liability that would be contrary to law.

13.2 **TAWKEED Conformity** or its personnel shall not have any liability to the client for any claim, loss, damage or expense resulting from, relating to or arising out of **TAWKEED Conformity's** performance of the service except to the extent resulting from the negligence or willful misconduct of **TAWKEED Conformity** or its personnel.

In the event of any claim, loss, damage or expense incurred by the client because of the negligence or willful misconduct of **TAWKEED Conformity** or its personnel in the performance of the service, **TAWKEED Conformity** maximum liability to the client shall be limited to the amount of the fees paid to **TAWKEED Conformity** for the service under this agreement.

13.3 **TAWKEED Conformity** shall not be liable in any respect should it be prevented from discharging such obligations because of any matter beyond its control which could not be reasonably foreseen.

13.4 The client will indemnify and hold harmless **TAWKEED Conformity** and its personnel from and against any and all liabilities, damages, claims, losses, costs and expenses (including reasonable

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attorney's fees) resulting from, breach of agreement or resulting from, relating to, or arising out of the misuse or alleged misuse by the client of any registration, certificate of conformity, logo or mark of conformity provided by **TAWKEED Conformity** pursuant to this agreement.

14. Agreement Termination

14.1 This agreement shall be valid up to expiry of certificate of conformity issued against this agreement.

14.2 Either party may terminate this agreement by written notice to the other;

- if the other party is in material breach of this agreement and such breach remains uncured five days after receipt of written notice thereof;
- if the other party (i) files for voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against such other party and such involuntary petition is not dismissed within 30 days from the date of the filing thereof, (ii) is unable or admits in writing an inability to pay its debts as they come due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) dissolves, liquidates or sells substantially all of its assets.

14.3 This agreement shall be terminated if payments due to TAWKEED Conformity are in anyway not settled.

14.4 This agreement can also be terminated if the certified client has failed to meet the requirements of the Rules for Certification and certification scheme.

14.5 If this agreement is terminated, the certificate of conformity shall be deemed to be canceled and the client has to stop using the certification and registration marks with immediate effect.

15. Complaints against TAWKEED Conformity personnel

If the client has a complaint regarding any employee or specific certification activity by **TAWKEED Conformity**, this should be sent in writing to the Managing Director of **TAWKEED Conformity**. As per the procedure to handling Incidences/complaint. The complaint shall be handled as per **TAWKEED Conformity's** defined complaint handling process.

16. Appeals Procedure

If for any reason a client is not in agreement with certification decision during and after granting certificate of Conformity including Certification suspension or withdrawal, termination of certificate of conformity, or in a case of nonagreement on a complaint outcome, he/she is at liberty to lodge a written appeal with the Managing Director of **TAWKEED Conformity**. All appeals will be held in the presence of an Appeal committee (the present impartiality committee will be considered as appeal committee). The committee

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will hear evidence from the client's representative and the relevant TAWKEED employee(s), responsible personal as well as decision of certification. The decision of the appeals committee is final and binding on both client and **TAWKEED Conformity**. No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party because of an appeal.

The actions in response of a complaint and appeal will be recorded by the Technical Manager and will be held under confidentiality and communicated to respective appellant / complainant. Appeals will be handled as per the appeals handling procedure.

17. Law

17.1 The contract to which this agreement applies is governed by the **laws of Sultanate of Oman**, and the parties submit to the jurisdiction of the **courts of Sultanate of Oman** and all notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the party.

18. TAWKEED Conformity reserves the right to change these rules of Certification Agreement herewith without prior notification.

Authorized person from TAWKEED		Authorized person from CLIENT	
Name		Name	
Designation		Designation	
Signature & date		Signature & date	

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