



PRODUCT CERTIFICATION AGREEMENT

Markek International Certifications Private Limited (MICPL), a company incorporated in India, having its registered office at DCG4-1511, DLF Cooperate greens, Sector-74A, Gurugram, Haryana-122004.

This agreement is established on datebetween the MICPL and Its clients (new applicant(s) and or certified applicant(s))

1. Conditions for Certification

To attain and maintain certification, an applicant for the certification must agree to:

- a) Commit to fulfill continuously the requirements for certification for the scope for which certification is sought (new applicant) or granted (already certified) and to commit to provide evidence of fulfillment, these requirements for certification include compliance with certification requirements. This also includes the agreement to adapt to changes in the requirements for certification when they are communicated by MICPL.
- b) Commit that the same certification application has not been lodged with any other certification body(ies).
- c) Commit to producing the products fulfilling continuously the requirements per the certification scheme if the certification applies to ongoing production.
- d) Commit to taking all measures necessary and means and control to ensure that the products are monitored and produced with fulfillment continuously with respect to the technical documents submitted and the requirements per the certification scheme, even if the applicant is not the actual producer of the product under certification.
- e) Cooperate as is necessary to enable MICPL to verify the compliance and fulfillment of requirements for certification (for example, the evaluation, the surveillance (if required), etc.), including providing necessary information (e.g. information regarding the representativeness of the sample(s) provided).
- f) Provide access to the applicant's personnel, locations (includes all as applicable, e.g., applicant's premises, other sites for witnessing activities), equipment, information, documents, and records as necessary to determine the compliance with requirements of certification through assessments, (initial, surveillance, etc.), resolution of complaints & investigations, and/or specific requirements. The applicant shall provide all the documents and records as necessary and specified by MICPL, so that MICPL can perform a document review concerning any type of assessment to be conducted (including documents that provide insight into the level of independence of the applicant from any other related activities undertaken by their organization, where applicable), in case if an applicant doesn't wish to provide some documents, MICPL will then accordingly determine whether the information provided is sufficient for the conformity assessment. If not, the certification application will be declined.
- g) Arrange the witnessing of production activities (certified or applied) when applicable and as requested by the MICPL.
- h) Permit on-site inspections with complete access to the production or handling operation, including noncertified production and handling areas, structures, offices, documents, records, and any sub-contracted operations. Additional inspections may be announced or unannounced at the discretion of MICPL or including remotely as required by the Accreditation body or other applicable authorized persons or as required by law.
- i) Claim or use certification only with respect to and consistent with the scope for which certification has been granted and which is carried out in accordance with this Agreement.
- j) Commit to following the certification requirements for the use of the certification and/ or the certification symbol as applicable.
- k) Not use its certification in such a manner as to bring MICPL into disrepute and not make any statement regarding its certification which MICPL may consider misleading or unauthorized.



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- l) Inform MICPL within one week and in writing of changes or pending changes in any aspect of the organization's status or operation that affects the organization's legal, commercial or organizational, or ownership status; organization or top management or key personnel (e.g., managerial staff); modifications to the product or the production method; significant change to a management system, and to where appropriate; contact address and production premises (including relocation of premises), equipment, facilities, working environment or other resources, where significant; or such other matters that may affect the organization's capability, or scope of production activities, or compliance with the criteria, requirements, and conditions for certification during the validity of the certificate.
- m) Pay all necessary fees at the time of application and during the duration of certification services being invoiced by the MICPL, all the fees applicable are to be paid upfront in advance before execution of the services unless special approval is given by MICPL financial department, regardless of the results of the application.
- n) Assist and make all necessary arrangements in the investigation and resolution of any certification-related complaints about the applicant referred to by the MICPL. Provide records and documentation for such complaints and corrective action details.
- o) Assist and make all necessary arrangements for the participation of observer(s), if applicable.
- p) Maintain impartiality and integrity.
- q) Carry out any adjustments to its procedures in response to a due notice (by publication, email, and/or hardcopy) of any intended changes by MICPL to the criteria, requirements, or conditions for certification, in such time as in the opinion of MICPL is reasonable.
- r) Retain all quality and technical records (as defined in relevant management system standard(s) such as ISO 9001 etc. as well as the certification requirements, especially for complaints) for at least 4 years or the life cycle of the certification, whenever longer, and make available if requested by MICPL. Appropriate action(s) with respect to the complaints made known to the applicant and deficiencies found in the product relating to compliance with the certification requirements should be taken and documented.
- s) Provide copies of the certification documentation to others if and only if the relevant documents are reproduced in their entirety or as specified in the certification scheme.
- t) Ensure that the product to be certified is not counterfeit and does not infringe any legal requirement related to the right of production of the product to be certified, and/or intellectual property related to the product to be certified.
- u) Provide product sample(s) as requested by MICPL per the certification scheme which is representative of the manufacturing capability/ product batch and inform MICPL of any change that could affect the representativeness of samples provided, and evidence showing how it ensures the traceability of the product sample(s) if the labeling borne on the product or the packaging does not indicate the manufacturer's identity.
- v) Allow the release of information as required by law or the applicable standard for which certification is granted. This includes the name of the applicant, contact information, type(s) of products certified, and the effective date of the certification, etc.
- w) When required, allow the release of inspection and certification documentation for document review by other certification agencies or government authorities.
- x) Lodge an appeal, by the authorized representative, by a registered letter to the MICPL within a 15-day deadline from the date of the certification decision.
- y) Complain to MICPL within the 15-day deadline of the occurrence of the relevant incident.
- z) Commit and abide by the Terms and Conditions listed on the MICPL website, <https://www.markekcertifications.com/>.

MICPL follows the rules and technical regulations defined and updated by SASO. If there is a difference in requirement as mentioned by the MICPL in its scheme (PCS-01) and procedures. Then the updated requirements implemented by SASO will be applicable & followed.



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2. Use of certification symbols and/ or other claims of certification:

To attain and maintain certification, an applicant needs to comply with the certification requirements of the corresponding certification scheme, an applicant must agree to:

- a) Comply with the requirements as specified by the certification scheme when claiming and referring to its certification status in communication media such as documents, brochures, and/or advertising.
- b) Comply with the requirement(s) that are prescribed in the certification scheme relating to the use of marks of conformity, and information related to the product.
- c) Endeavor to ensure that no certificate or unauthorized statement regarding its certification nor any part thereof, is used in a misleading manner(s). The applicant agrees to use the certificate only to indicate that product(s) is certified as conforming with the requirements of the certification scheme.
- d) Upon suspension, withdrawal, termination, or expiration of its certification (however determined) discontinues its use of all advertising matter that contains reference thereto its certification, if requested by MICPL, return certificate(s) to MICPL and act as required by the certification scheme and takes any other required measure.
- e) Inform its affected stakeholders of the suspension, reduction, withdrawal, or termination of its certification and the associated consequences without undue delay.
- f) Only use the certification symbol and/ or claims of certification status for the specific activities covered by the scope of certification.

MICPL Agrees that:

1. We send an email of acknowledgment on receipt of the completed application, associated documents, and the advance of fees.
2. As per scheme & technical regulation requirements, conduct the inspection/audit as per the scope with mutual consent from the applicant.
3. Will inform of any changes in the certification requirement.
4. Will issue a certificate within the committed time once the requirements for certification are fulfilled (i.e. evaluation completed and any non-conformance detected is closed and the certification fees are paid)
5. Will maintain all information gathered including information that is not from the applicant (complaints and/or other sources) confidential and will not be disclosed until and unless asked by authorized competent authority or by law. This will be informed to the applicant unless it is prohibited by law
6. When required the reports will be shared with a third party after getting the written consent from the applicant.
7. If required, all other information (except the report) will be shared with a third party only after getting the written consent from the applicant.
8. shall ensure that non-conformities noted in the report of the previous control authority or control body have been or are being addressed by the applicant.

This document is a legally enforceable agreement for the provision of certification activities with our applicant. Violating agreement conditions would attract legal actions and might result in the cancellation of current/previous certifications provided by MICPL with no refunds of processing and other charges; only the court situated within the territorial jurisdiction of the MICPL shall have the jurisdiction to try and entertain the same.

On behalf of the applicant, I affirm that I have the age and authority to sign this document and I agree to the above requirements and conditions, and that I understand that any misrepresentation or violation of this agreement may be cause for denial, suspension, or withdrawal of certification and cancellation of the contract.



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Issued in duplicate and signed by an authorized representative of the MICPL and the applicant.

For the Markek International Certifications Private Limited:		For the applicant:	
Date:		Date:	
Name of the authorized person of MICPL:		Name of Applicant's Representative:	
Designation:		Designation:	
(Seal and signed):		(Seal and signed):	