

# HEIACert Certification Service

## TERMS AND CONDITIONS

### 1. OBLIGATIONS OF THE CLIENT

- 1.1 The client shall agree to always comply with the requirements as stated in the certification agreement, certification requirements, specified standard, procedures including relevant regulatory provision and the scope of certification provided by HEIACert.
- 1.2 The client shall agree that the persons representing HEIACert shall have unlimited access to ascertain continuing compliance with certification requirements, specified standard and procedures including relevant regulatory provisions, to production site(s) covered by the certificate during working hours of the site(s).
- 1.3 The client shall agree to supply the persons representing HEIACert with all information and facilities and to afford HEIACert such reasonable access and co-operation as, in each case, is necessary to enable it to provide the services.
- 1.4 The client shall agree that the certified product(s) to be produced and/or supplied based from the certificate granted shall comply with the terms of certification agreement, certification requirements, specified standard and procedures including relevant regulatory provisions.
- 1.5 The client shall be responsible to ensure that certified product(s) complies with the agreements, certification requirements, specified standard and procedures including relevant regulatory provisions during the validity period of the Certificate.
- 1.6 The client authorizes HEIACert to bring in additional participants (at no extra cost) to the Assessment process as follow:
  - a) HEIACert assessor in progress of development qualification (Trainee),
  - b) HEIACert personnel witness/monitoring performance of the assessment team.
- 1.7 The client shall allow the accreditation bodies and/or organizations providing recognition to HEIACert to accompany and witness/monitoring performance HEIACert in carrying out an assessment. Refusing such arrangements may result in the certificate being suspension/cancellation and/or legal action being taken.
- 1.8 The client shall keep records of any complaints and corrective action taken by any party on its certified product(s) with the granted certificate and shall report the complaints and corrective action to HEIACert.
- 1.9 The client shall agree to investigate and take corrective action within the agreed timeframe where non-compliances are identified by HEIACert during surveillance. Failure by the client to investigate and take corrective action within the agreed timeframe may result in the suspension which may lead to the cancellation "termination" of the Certificate.
- 1.10 The client shall agree to assist HEIACert in the investigation and resolution of any properly authenticated complaints made by third parties about the client's certified product(s) and production site(s).
- 1.11 The client shall agree to accept additional assessment without prior notification if required to ascertain continuing compliance with certification requirements, specified standard and procedures including relevant regulatory provisions.
- 1.12 The client shall agree that the certified product(s) as granted in the certificate shall be produced and placed in commerce in accordance to the same specifications as the product(s) that have been assessed by HEIACert and if the client provides copies of the certification documents to others, it shall be reproduced in their entirety or as specified in the certification scheme.
- 1.13 The client shall notify HEIACert immediately of any changes which may bear upon the client's compliance with the certification agreement, certification requirements, specified standard and procedures including relevant regulatory provisions, or may otherwise affect, or potentially affect, the client's capability or scope of certification (e.g. Ownership, Legal entities, sites, and products).
- 1.14 The client shall comply with the other requirements issued by HEIACert to the client from time to time for continued compliance.
- 1.15 The client may publish the fact that its product(s) qualifies as a certified product(s) to which the certification mark/logo applies subject to the HEIACert Logo Use provided by HEIACert.
- 1.16 The client shall agree to undertake full responsibility for not use the certification mark/logo in such a manner to bring certification into disrepute, the client shall take appropriate actions to correct and prevent any statement that HEIACert considers to be misleading.
- 1.17 Upon suspension or cancellation of the certificate, the client shall discontinue using the certification mark/logo and any publication including advertising material, which contains or refer to the certification mark/logo. The client shall return the certificate to HEIACert.

- 1.18 The client shall to 100% pay charges and fees as are due to HEIACert before the assessment process in accordance with the HEIACert Offer accepted and payment request issued by HEIACert from time to time.

### 2. OBLIGATION OF HEIACERT

- 2.1 HEIACert shall carry out the certification activities in accordance with the certification requirements, specified standard and procedures including relevant regulatory provisions by using its authorized representatives
- 2.2 HEIACert shall be assessed and inspect the client's premises including the production site(s) depending on the significant effects of the client's product certification scope stated in the certification application, at frequencies and duration determined by HEIACert in accordance with its certification requirements.
- 2.3 HEIACert shall notify the client when deeming necessary of any changes on the certification requirements, specified standard and procedures including relevant regulatory provisions within the reasonable time period for the client to adjust its processes and relevant procedures to meet the revised requirements.
- 2.4 HEIACert reserves the right not to accept the certification application from any client if the client failed to provide a solid evidence to prove that the client has a binding relationship with the production site [physical address] or when it is known that the client had violated the certification requirements at least (1) year.
- 2.5 HEIACert shall enter the particulars of the certificate granted to the client into the directory of certified product(s) that is available to the public/marketplace upon request.
- 2.6 HEIACert shall carry out continuing surveillance of the client's conformity with the client's obligations, in accordance with the conditions stated in the certification agreement, certification requirements, specified standard and procedures including relevant regulatory provisions.
- 2.7 HEIACert reserves the right to increase carry out surveillance activities upon its discretion and the client shall agree and acknowledge that HEIACert shall have the right to carry out either unannounced surveillance activities.

### 3. RENEWAL REQUIREMENTS "RE-CERTIFICATION"

- 3.1 HEIACert will contact the client to arrange a date for this process before the deadline. In addition, and subsequent to the product(s) certified, the client shall agree to re-assessment the certified product(s) at a specified interval to ensure continued compliance with the specified standard in the scope of certification.
- 3.2 The client shall agree to the certified product(s) re-assessment every (1) year unless specified otherwise by the product certification requirements, specified standards and procedures including relevant regulatory provisions.

### 4. SUSPENSION

- 4.1 HEIACert reserves the right to suspend the certification agreement and the certificate at any time. If such actions are deemed necessary the client will be fully briefed and given as much notice as is practical.
- 4.2 In the event, the client is temporarily unable to comply with certification requirements, specified standard and procedures including relevant regulatory provisions and terms of the agreements,
- 4.3 HEIACert may suspend the certificate and require the client to discontinue the use of the certification mark/logo and/or any claim to certification with immediate effect.
- 4.4 The client refuses to allow HEIACert to carry out surveillance within (3) months from the expiry date of the certificate.
- 4.5 The client will be given every possible opportunity to take corrective action within the time period, Once HEIACert is satisfied with the corrective action taken by the client. HEIACert may lift the suspension of the agreements and certificate.
- 4.6 Suspension of the agreements and the certificate may result to the cancellation.

### 5. CANCELLATION

- 5.1 The agreements and certificate may cancel as follows:-
  - a) By the client request, the client may terminate the agreement and certificate "if the client certified" by giving a written official letter to HEIACert at least (1) month prior to its expiry date with the explaining the reasons.
  - b) By the HEIACert, HEIACert reserves the right to cancel the agreement and certificate if:-
    - i. The client fails to comply with the certification requirements, specified standards and procedures including relevant regulatory provisions and terms of the agreements;

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- ii. The client misuse the certification mark/logo after suspension and warning letter has been issued by HEIACert,
  - iii. HEIACert has the evidence that the client has infringed and breached its intellectual property rights,
  - iv. In a HEIACert opinion that its interest or rights under this agreement are in jeopardy or for any reason whatsoever,
  - v. The client ceases to produce the certified product(s) or fails to inform HEIACert of any change may affect, or potentially affect, the client's capability or scope of certification within a reasonable time.
  - vi. Failure to make payment of fee within the stipulated time;
- 5.2 HEIACert gives a written notice to the client prior to the cancellation of the certification agreement and certificate "if the client certified" and upon cancellation for any reason, all charges and fees accrued but unpaid in accordance with the agreement shall forthwith become due and payable.
- 5.3 Cancellation by whatever means shall not affect any liability of the parties existing as at the date of such cancellation and shall not relieve the client of its obligation to indemnify HEIACert hereunder.

### 6. COMPLAINTS AND APPEALS

- 6.1 The client has the right to complaints within (10) days of the issue complained about. Also, the client has the right to appeals against the decisions on a certification made by HEIACert within (30) days from the decision receipt together with the reasons for the inadmissibility of the decision.
- 6.2 Complaints or appeals shall be processed in accordance with HEIACert complaints and appeals procedure and all necessary information and requirements are available upon request by HEIACert.

### 7. FINANCIAL PROVISIONS

- 7.1 In consideration of HEIACert providing certification and the non-exclusive rights to use its certification mark/logo, the client shall agree to full pay to HEIACert the fees at the rates stated in the offer issued and accepted by the client.
- 7.2 The client shall to 100% pay the fees to HEIACert within fifteen (15) days from the date of the payment request issued by HEIACert before starting in the proceedings, whether or not certification is granted. If the client is not able to pay the fee within the time period, a new certification application and offer have to be submitted.
- 7.3 The client shall agree to bear all associated costs involved to recall any certified product(s) found not to comply with the certification requirements, specified standards and procedures including relevant regulatory provisions.
- 7.4 Any additional costs incurred by HEIACert due to the client's non-compliance with the certification agreement or for assessment changes to the scope of certification shall be borne by the client at the rate to be determined by the HEIACert.

### 8. CONFIDENTIALITY

- 8.1 Confidential Information of the client:
- a) HEIACert shall agree not to disclose, communicate or publish, without the written notification of the client, any confidential information provided by the client to HEIACert except the following:
    - i. Is already in the public domain or becomes part of the public domain as required by the specified certification scheme,
    - ii. Is disclosed to HEIACert by a third party (except a complaints),
    - iii. Is independently developed or procured by HEIACert,
    - iv. Is required by law, the accreditation bodies and organizations providing recognition to HEIACert (e.g. Scheme owner).
  - b) Information about the client obtained from sources other than the client (e.g. a complaint) treated as confidential.
  - c) HEIACert shall take all reasonable measures to prevent unauthorized disclosure of the confidential information known by HEIACert relating to the client's certified.
- 8.2 Confidential Information of HEIACert:
- a) HEIACert possesses, develop, and acquire confidential and proprietary information and trade secrets including methods, techniques, specifications, specified standards and procedures in the certification. The client shall not acquire any interest in HEIACert confidential information other than the right to utilize it in connection with this agreement.
  - b) The client shall not use and shall not disclose to any third party HEIACert confidential information in any business or capacity during or after the agreement unless required by law.

### 9. LIABILITY AND INDEMNITY

- 9.1 The client hereby shall agree that HEIACert neither assumes nor accepts any responsibility for any injury or damage to the client's property or personnel that may occur during or as a result of activities, wherever performed, whether performed in whole or in part by the client or HEIACert, under the terms of this agreement and whether or not any equipment, facility or personnel for or in connection with the activity is furnished by the Client or HEIACert, except when such injury or damage results solely from negligence on the part of HEIACert representatives.
- 9.2 The client shall defend and hold harmless HEIACert and agrees that HEIACert shall not be responsible for any liabilities, damages, injuries, losses, costs and expenses including product liability claims suffered by any third party due to reliance to the client's certified.
- 9.3 The client shall be liable for any product(s) failure of the certified product(s) under this agreement.
- 9.4 The client undertakes to indemnify HEIACert against any losses suffered by or claims made against HEIACert as a result of misuse by the client of any certification mark/logo granted by HEIACert as a result of any breach by the client of the terms set out in this agreement.
- 9.5 This indemnity shall be operative whether or not legal proceedings are instituted and if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.

### 10. NOTICE

- 10.1 Any notice made by HEIACert under the agreement shall be in writing and shall be sent by mail or fax or at the address stated in certification application by the client.
- 10.2 Any notice made by the client under this agreement shall be in writing and shall be sent by mail or fax or at the address stated in the agreement.

### 11. LAW AND JURISDICTION

Agreements shall be governed and construed in accordance with Egyptian law. The parties hereby submit to the exclusive jurisdiction of the Egyptian courts.

*Please contact us for any inquiries or more clarifications regarding for the certification process.*

Tel.: +20 2 38369997

Fax: +20 2 38371189

E-mail: [customerservice@heiacert.org](mailto:customerservice@heiacert.org)

Or visit our Website: [www.heiacert.org](http://www.heiacert.org)

