



WORLDWIDE EXCELLENCE CERTIFICATES

WE CERT QUALITY CERTIFICATES ISSUING SERVICES

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APPROVAL

The signatures below, certify that this management system manual has been reviewed and accepted, and demonstrates that the signatories are aware of all the requirements contained herein and are committed to ensuring their provision.

Revision	Date	Prepared by	Approved by	Verified by	Change Summery
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0.2	30 Oct 2023	Nasrin Changizabbasi	Kourosh Azarnia	Ali Pourbagher	Point 5 (WECERT Obligation) was added to the document

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1. INTRODUCTION

This document defines conditions, rights and duties, as well as the operating processes for the assessment and certification of Management Systems according to International Standards (ISO 9001, ISO 14001, ISO 45001, ISO 22000, ISO 50001, ISO/IEC 17021, and etc.)

It also contains information on maintenance, suspension, withdrawal or cancellation of Management System Certificate as well as handling of complaints, appeals and disputes.

The terms and conditions presented in this document govern the relationship between WECERT QUALITY CERTIFICATES ISSUING SERVICES (hereinafter referred to as WECERT) and its clients and are applicable to all applicants unless exceptions are specifically agreed upon between the parties. In any case, exceptions cannot in any way concern the conformity assessment procedures according to which WECERT is required to operate.

If WECERT, or the auditee, is unable to fulfill the obligations because of force majeure, an extension period for the fulfilment can be agreed upon between the parties. Force majeure circumstances can include, but not limited to weather conditions, strikes, Natural catastrophes of nature, fire, Pandemics, etc.

2. GENERAL PRINCIPLES OF OPERATION

2.1. Absence of discrimination

The certification services are available to all customers and are applied without any discrimination of commercial or financial nature or due to membership to any association.

2.2. Independence, Impartiality

WECERT ensures objectivity of its certification activities and requires all its staff and external personnel to commit to impartiality by signing appropriate written statement.

An Impartiality Committee comprising representatives from all interested parties, is established to ensure compliance with independence and impartiality principles.

WECERT refrains from offering or providing consultancy services, conducting internal audits to its clients or engaging in the development, production, installation, sale or maintenance of products or in establishing, implementing or maintaining management systems.

All decisions on certification matters including granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification are based on objective evidences of conformity or nonconformity and are made by committee members who were not involved in the assessment activities.

2.3. Confidentiality

All the documents related to the conformity assessment activities are considered confidential, except for the Accreditation Body and what is required by legislation. In cases where the availability of information to a third party is legally required, WECERT informs the client, unless prohibited by law.

Access and consultation of certification documents are reserved to personnel involved in the certification process. All staff and external personnel of **WECERT** are required to commit themselves to confidentiality by signing an appropriate written statement.

2.4. Legal and regulatory framework

All assessment and certification activities are performed in accordance to ISO/IEC 17021-1:2015 "Conformity assessment - Requirements for bodies providing audit and certification of management systems"

3. CERTIFICATION PROCESS

3.1. General

WECERT is responsible for issuing, modifying, suspending and withdrawing certificates and all other documents issued as part of the certification process. All these documents remain property of **WECERT**.

English is the only acceptable languages for communication with **WECERT**.

The client authorizes **WECERT** to have access to all premises, buildings, areas and information necessary to perform the assessment and is committed to allowing the possible presence of auditors in training, observers appointed by **WECERT** for internal evaluation purposes, and assessors of **WECERT** Accreditation Body(ies).

3.2. Process Steps

The major steps of the certification process are as following:



Step 1: Starting the certification process

- Request for Management Certification According to Initial Application Form(s) by client
- Conducting the Application review by Certification office and providing offer of services.
- Receiving the communicating about Quotation and offer approval from client
- Planning the assessment programme

Step 2: Assessment

- Conducting the documentation review
- Undertaking the on-site audits (Stage 1 and Stage 2)
- Follow-up potential non-conformities
- Delivering the assessment report

Step 3: Certification decision

- Reviewing the assessment results by qualified technical certifier(s)
- Technical committee makes the decision on granting certification

- Settlement of financial obligations and Granting of certification

Step 4: Maintaining Certification

- Notification of any changes and planning for surveillance activities
- Undertaking surveillance activities including on-site audits
- Follow-up potential non-conformities
- Settlement of financial obligations

Step 5: Recertification every 3 years

- Notification of any changes and planning for recertification activities
- Undertaking recertification activities including on-site audits
- Follow-up potential non-conformities
- Delivering the assessment report

3.2.1. Starting the certification process

The applicant submits its request for certification and provides WECERT information about the company and the desired certification scope.

This application can be submitted by filling the “Initial management system questionnaire” WE-F-MS-03 (available on www.wecert.net) or through submitting the information through the online application form, also available on WECERT official website (www.wecert.net)

Upon receipt of the request, WECERT conducts a review and, where it has the competence and capability to perform all the required activities, provides a quotation, including a time schedule for the completion of the process. In the event of acceptance, an agreement describing the rights and obligations of WECERT and the client is signed by both parties.

Unless otherwise stipulated unambiguously in the agreement, schedules, deadlines, etc., specified by WECERT are always estimates. WECERT cannot be held liable in the event of delays if the project eventually proves to be more complicated or more time-consuming than anticipated.

3.2.1.1. Transfer from another certification body

If the application concerns the transfer of certification issued by another accredited certification body, the applicant shall inform WECERT in detail and provide authorization for communication with the other certification body. Prerequisites for this process are the following:

- The current certificate is valid, not suspended or under threat of suspension and it is issued by a certification body whose accreditation is not expired, suspended or withdrawn
- The certification scope and the operation sites remain identical

3.2.2. Initial assessment & Audit

WECERT assesses the Client’s management system to determine its conformity with agreed requirements.

The assignment of appropriately qualified and authorized personnel for conducting the audits and the documentation assessment is the sole responsibility of WECERT. If part of the evaluation is to be conducted by external expert(s), WECERT informs the client in advance and, upon request, submits a short CV of the experts to the client. The client has the right to object this assignment in case of documented conflicts of interest. WECERT reserves the right to terminate the agreement if, as a result, it no longer has the capability to perform all the required activities.

The initial certification audit must start within six months after signing the agreement, otherwise the agreement is considered terminated.

The initial certification audit is conducted in two stages.

Stage 1 consists of a review of the client's management system documented information and either an on-site visit or a remote audit to obtain necessary information and assess the readiness for stage 2.

Stage 2 consists of an on-site audit of the client's quality management system and it may also include audit on the premises of client's subcontractors. The assessment team evaluates the effectiveness of all functional areas and management system processes, based upon observations, inspections, interviews, review of pertinent records, and other assessment techniques.

No more than **3 (in word: Three) months** may pass between the end of stage 1 and the beginning of stage 2. If it is not possible to comply with this three-month deadline, a repetition of stage 1 is necessary. The client will receive a separate offer for this work.

The assessment team draws up an audit report summarizing the results of the audit, including expression of conformity or non-conformity of the client's management system with the requirements and the recommendation to issue or non-issue of a certificate.

Audit findings are classified as

- **Major Nonconformities**, when there is a significant breakdown of the system, as indicated by the specific failure or the frequency of occurrence
- **Minor Nonconformities**, regarding issues unlikely to have a significant impact
- **Observations**, when they indicate a weakness but there is no requirement or objective evidence to cite
- **Opportunity for improvement**, when the audit team wants to share valuable ideas that may be helpful for auditee organization and wants to push its management system for continual improvement.

For each nonconformity identified, the client has to submit appropriate correction and corrective actions. Follow-up audits may be required to verify the effectiveness and implementation of the actions taken.

3.2.3. Certification decision

Upon satisfactory completion of all the assessment activities, a final review of all the information gathered is conducted by certification committee formed by personnel not involved in the audit.

based on this assessment WECERT decides to grant or not grant certification and informs the auditee of its decision.

If all applicable requirements are fulfilled, Auditee receives the certificate, which has a validity of 3 years from the date of issue.

If, on the other hand, the result of the review is negative, WECERT informs the client on the findings and requests appropriate correction and corrective actions to be submitted within a specified timeframe.

If the certification for a particular scope is refused three consecutive times or if the Auditee does not submit the required data within the agreed timeframe, the agreement will be considered invalid.

The applicant may lodge a new application. A new assessment and certification process will start.

3.2.4. Maintaining certification

During the validity period of the certification, WECERT performs surveillance audit activities to verify the uninterrupted conformity of the client to the requirements and assess any modifications to the processes or products.

To this purpose, WECERT periodically carries out surveillance audits, at least once a year, to ascertain that the client maintains and applies the approved Management System.

The client ensures that WECERT has access to all necessary information and the requisite facilities to perform the audit tasks. The client commits to provide to WECERT, in a timely manner upon request, accurate and complete information concerning all processes and records related to the certification, as well as all data relating to complaints and their corrective actions.

In addition to the audits referred above, short notice or unannounced special audits may also be conducted in order to investigate complaints, in response to changes, as follow up on suspended clients, as well as in any other case considered necessary by WECERT.

If the client refuses to allow a surveillance audit, either scheduled or without prior notice, to take place, the certification may be suspended or withdrawn.

For each non-conformity identified during surveillance audits, the client has to submit appropriate correction and corrective actions. Additional audits may be required to verify the effectiveness and implementation of the actions taken. Failure to address the non-conformities leads to suspension or withdrawal of the certification.

Throughout the validity period of the certificate the client is obliged to notify WECERT of any plan for substantial changes to the applied management system. WECERT assesses the

significance of changes, decides whether an additional assessment is required and notifies the client of its decision.

3.2.4.1. Maintenance of OH&S Certificates

In the event that WECERT becomes aware that there has been a serious incident related to occupational health and safety, such as a serious accident or a significant breach of regulation, in order to investigate if the management system has not been compromised and did function effectively, WECERT will undertake a special audit to investigate that the management system has not been compromised and did function effectively.

3.2.4.2. Maintenance of FSMS Certificates

- In the Emirates of Dubai, should WECERT become aware that there has been an adverse health effect caused to humans involving a certified food organization and as a result of the official investigation it was determined that it was intentional or due to negligence or lack of competence, WECERT will carry out immediate special audit to determine whether it has to reconsider the validity of the FSMS/HACCP certificate granted to the certified organization or not. The actions taken by the WECERT in this regard will be communicate to EIAC and to the relevant authority without delay.
- In the event that EIAC (Emirates International Accreditation Center) assessors wish to visit the client premises to verify certain certification requirements during the certification validity period, they may do so with or without the accompaniment of a WECERT representative, as deemed necessary by EIAC. The client agrees to facilitate the visit and provide the necessary cooperation and access to relevant documentation and facilities for the purpose of the assessment. Should the certified client refuses the cooperation with EIAC assessor the certificate will be suspended immediately until such cooperation is provided and the necessary assessment can be conducted.

3.2.4.3. Expanding the scope of certificate

Should the client desire to expand the scope of its certification, an application specifying the new extended scope must be submitted. WECERT will review the application, evaluates the necessary activities, and provides a quotation to the client.

3.2.5. Recertification

- Six months prior to the expiry of the certificates issued, WECERT will provide a quotation for the renewal of the certification to the client. Renewal activities are planned and carried out upon acceptance of the quotation.

- If the client does not accept the quotation at least three months before the certification expiry date, the agreement will be considered as terminated on the certificate expiry date.
- Should the recertification activities be completed prior to the expiry date of the existing certification, a new certificate is issued having a validity of 3 years from the expiry date of the existing certification.
- If WECERT has not completed the activities of re-certification or is unable to verify the implementation of corrections and corrective actions for any major non-conformity before the expiry date of the existing certificates, WECERT WILL not recommended recertification, and the client is informed.
- In case where outstanding re-certification activities are completed after the expiration date of the existing certificate(s), WECERT has the option to restore 6 months of validity of the new cycle of certification, if the completion of outstanding activities requires an on-site audit, the date of the validity will be the date of the decision or a date thereafter, based on the previous cycle's expiration date.
- If recertification activities are not completed within 6 months after the expiry date of the existing certification, a new assessment cycle has to be initiated.

3.3. Reference to certification and use of marks

Use of certification, certificate and marks encompasses all statements in written, visual or oral forms regarding the certification, the use of original certificates and their copies, as well as any use of WECERT certification mark.

The client is obliged to adhere to the provisions outlined in the **“General Regulations for use of the Mark by third parties - WE-PR-MS-04 Annex 2”**.

The regulation is communicated and provided to certified client as an annex of the agreement and also upon delivering the certificate(s) to clients. Additionally, it can be accessed on the WECERT official website (www.wecert.net)

4. SUSPENSION, WITHDRAWAL, LIMITATION OF CERTIFICATION

4.1. General

Certification may be suspended, withdrawn or reduced upon decision of WECERT.

Information related to granted, suspended and withdrawn certificates is publicly accessible and is not considered confidential.

4.2. Suspension

Reasons that may lead to suspension of granted certificate(s) include, but are not limited to:

- Non-fulfilment of the contractual obligations by the client;
- Provision of incomplete or incorrect information or withholding of information on changes
- Refusal to undergo surveillance audits or accept a witness assessment by the accreditation body or unplanned visits by EIAC Assessors.
- Failure to address non-conformities

- Misleading or unauthorized use of certificate or certification mark
- Demonstrated serious failure to meet the certification requirements in the event of a serious accident or breach of regulation, necessitating the involvement of the competent regulatory authority.
- Where it can be demonstrated that the OH&S system seriously failed to meet the OH&S certification requirements upon occurrence of a serious accident or breach of regulation when necessitating the involvement of the competent regulatory authority (based on the information gathered from certified clients or audit team during the special audit).
- where it can be demonstrated that the FSMS seriously failed to meet the FSMS certification requirements upon occurrence of adverse health effect caused to humans involving certified food organization and as a result of the official investigation it was determined that it was intentional or due to negligence or lack of competence and the adverse human effect was serious (e.g. becoming epidemic) or was fatal.

If certification is suspended, WECERT communicates the necessary actions to end suspension and restore certification, along with the timeframe for their completion.

During the suspension period, which cannot exceed 6 (in word: six) months, the client loses the right to use the certificate and the certification mark and must discontinue its use of all advertising matter that contains any reference thereto.

If the client implements appropriate during the suspension period and resolved the the issues that led to suspension, the suspension is cancelled and the certification is restored. Otherwise, the certification will be withdrawn or, its scope will be reduced.

4.3. Withdrawal

Reasons that can lead to withdrawal of certification include, but are not limited to:

- expiry of the suspension period without resolving the issues that led to suspension
- demonstration of a serious failure to meet the OH&S or FSMS certification requirements in the event of a serious accident or breach of regulation when necessitating the involvement of the competent regulatory authority (based on the information gathered from certified clients or audit team during the special audit)
- Use of certificate or certification mark during the suspension period
- Non-fulfilment of the client's financial obligations
- Bankruptcy of the client
- Voluntary request of the client for termination of the contract

WECERT will communicate the withdrawal of the certification to the client in writing. The client is required to immediately cease the use of the certificate and the certification mark and to discontinue their use of all advertising material that contains any reference to the certificate(s).

4.4. Reducing the scope of certification

The certification scope may be reduced if the client fails to meet the requirements arising from certification for a specific activity or upon the client's request. In this case, the old certificate(s) is withdrawn, and a new certificate will be issued with the same expiry date,

5. OBLIGATIONS OF WECERT

WECERT shall:

- WECERT shall publish all updated documents related to the subject of this agreement including annexes on its website (www.wecert.net) and will promptly notify the auditee of any changes to these documents.
- WECERT shall perform certification and registration services (as stated in clause 2.1 of this agreement) consistently in accordance with the relevant International/ National standards and Regulations, as well as guidelines, and requirements of organizations such as IAF (International Accreditation Forum), EIAC (Emirates International Accreditation Center), Food Safety Department – Dubai Municipality or any other relevant authority.
- WECERT shall promptly inform auditee about any changes that may affect this agreement or the subject of the agreement. This includes but is not limited to transitions of the Management System Standard(s), changes in WECERT's name, address, accreditation status, or any other relevant information that may impact the terms and conditions of this agreement. Such communication shall be provided in writing and delivered to the auditee's designated contact person.
- Undertakes to perform the services specified in clause 2.1 of the agreement by applying the best methods and common principles of auditing and by using a qualified audit team within the agreed time frames
- In case a legal entity or the accreditation authority according to their contractual requirements needs access to the information of the auditee, if the relevant legal entity allows WECERT informs the auditee about this matter.
- WECERT, in accordance with its policy, undertakes to treat any information obtained from methods other than direct receipt of information from the auditee as confidential, and not to publish them without prior notification to the auditee. refrain from

6. OBLIGATIONS OF CERTIFIED CLIENTS

The certified clients shall:

- Comply with all the contractual terms;
- Comply with the obligations arising from the approved management system;
- Fulfil their obligations themselves, regardless of any partial or total outsourcing;
- Inform WECERT accurately, honestly, timely and in detail on all data relating to the company and to update timely in case of any changes of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard(s) which are subjects of the certification. These changes may relate to:
 - a) The legal, commercial, organizational status or ownership;

- b) Organization and management such as change in key managerial, decision-making or technical staff);
 - c) Contact address and sites;
 - d) Scope of operations under the certified management system;
 - e) Major changes to the management system and processes.
 - f) Occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority. (For OH&S and Food Safety Certified clients only)
 - g) There is an adverse health effect caused to humans involving food organization and as a result of the official investigation it was determined that it was intentional or due to negligence or lack of competence, the relevant authority
- Acknowledge that all documents which are provided or made available by WECERT remain the property of WECERT, and that they must not be available to third parties or be used for purposes other than those agreed with WECERT. The obligation for strict confidentiality about any information revealed within the terms of cooperation applies also after termination of the contract.

7. FINANCIAL TERMS AND CONDITIONS

7.1. General

The fees for the certification process are estimated by WECERT on the basis of the information provided by the client and are calculated according to the certification price list.

Fees for follow up visits, reviewing client's proposed corrective actions, repetition of actions on client's responsibility, as well as fees for special short-notice or unannounced audits are additional to the initially calculated and charged on a time basis.

Canceling or postponing confirmed audits without timely notice of WECERT will result in additional charges for the client.

The client is required to correctly inform WECERT on all issues relating to the certification process (number of employees, number of locations, etc.) and to update timely in case of any changes. WECERT has the right to review the fees agreed based on the new data.

The client shall cover all costs related to the certification process as defined in the quotation and any additional fees as described above. Full payment of all charges and fees of the initial assessment is a prerequisite for granting certification and payment of all fees for surveillance activities is a prerequisite for certification maintenance.

WECERT is entitled to suspend or withdraw a certificate if client violates its financial obligations.

Payment the client shall pay each valid invoice submitted to it by WECERT within **Fifteen (15)** days of the date of the invoice.

If the client fails to pay on the due date, WECERT sends a warning letter of impending withdrawal of certification. If, after a reminder and a reasonable extension, settlement of financial obligations is not made, WECERT is entitled to conduct measures like judicial collection proceedings, the withdrawal of the certificate and the cancellation of the contract.

In case of delayed payment, WECERT has the right to charge interest at the legal rate in addition to the amount due, calculated from the due date of the invoice to the date of receipt of the amount.

If the client cancels the contract, the client shall pay all the outstanding invoices.

8. COMPLAINTS AND APPEALS

The client can lodge a complaint regarding WECERT's certification services. WECERT will handle the complaint according to its procedures and will properly inform the complainant on the outcome within fifteen (15) working days of receipt of the complaint. Where the client does not agree to the result of the investigation of the complaint, the case may be lodged as an appeal.

The client can lodge an appeal against WECERT's decisions relating to the results of the conformity assessment process, including refusing, reducing the scope of certification, suspending or withdrawing of certification within twenty (20) working days from the notification of the decision. WECERT will handle the appeal according to its procedures and will inform the client within twenty (20) working days of receipt of the appeal. If the outcome of the appeal is not accepted by the applicant, the dispute arising from it may be submitted to court.

In the event that the appeal is proved unjustified, WECERT has the right to charge the complainant with all costs regarding the examination of the appeal, including costs of technical experts involved.

WECERT's procedures for handling complaints and/or appeals are available upon request and also on WECERT official website (www.wecert.net)

Submission of complaints and/or appeals does not result in any discriminatory actions against the client.

9. LIABILITY

WECERT shall only be liable for damages caused by breaches of duty against the contract if intent or gross negligence can be laid to its charge. The liability of WECERT is conditional on the client lodging his/her complaint in writing as soon as the client becomes or should have become aware of errors and deficiencies in the services provided by WECERT.

WECERT shall have no liability for delays or loss owing to the weather, strikes, catastrophes of nature, fire or other force majeure circumstances.

WECERT shall have no liability for any indirect or consequential loss or damage, costs or expenses to the extent that loss arises out of the provision of false, misleading, or incomplete documentation or information by the client.

WECERT shall have no liability any deficiency resulting from services provided by any other party and having a bearing on the certification.

WECERT cannot be held liable for any direct or indirect loss suffered by the client as a result of WECERT's ceasing its operation as an accredited certification body or due to changes in regulatory requirements.

The total liability of WECERT to the client in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will not exceed an amount equal to the annual fees payable by the client under the contract in relation to

the services giving rise to the liability. These terms of WECERT liability will survive termination of the contract.

The client is liable according to the general legal requirements.

10. DISPUTES

Any disagreement, dispute or demand that occurs by, or is related to the certification agreement is governed by the laws of the U.A.E. and shall fall under the jurisdiction of the Courts of the United Arab Emirates.