

GENERAL TERMS AND CONDITIONS OF SERVICE

NEAR EAST SERVICES CERTIFICATION SERVICES:

General:

Near East Services (NES) Certification offers services to its prospective and existing Clients covering audit and certification against an appropriate recognized specification or part thereof. The audit and certification services offered by Near East Services (NES) Certification are “Open Ended” and are subject to automatic renewal.

To achieve and preserve certification, Near East Services (NES) Certification Clients are required to develop and maintain their management systems in accordance with said specifications, allowing unconditional access to Near East Services (NES) Certification to audit or otherwise verify these management systems against said specifications.

The certification awarded by Near East Services (NES) Certification covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Clients management systems certified by Near East Services (NES) Certification. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their products and shall defend, protect and indemnify Near East Services (NES) Certification from any and all defects, claims or liability arising from said products. The certification issued does not exempt the Clients from their legal obligations in respect of the services or products in the scope of their management systems.

Requests for Certification:

Clients will be asked to supply information about the size and scope of their operations subject to Near East Services (NES) Certification services, which has been used as the basis to prepare this an offer and any subsequent agreement.

If this offer is signed and returned to Near East Services (NES) Certification, this acts as the instruction to proceed with the commencement of the certification services. In addition to the offer this certification agreement contains the present Near East Services (NES) Certification’s terms and conditions under which the certification services are offered and rendered. Near East Services (NES) Certification shall perform the services with the reasonable skill, care and diligence to be expected of a reputable company experienced in providing the class of services specified in the agreement.

The Certification Process:

The details of the services to be provided will be agreed between the Client and Near East Services (NES) Certification. To provide a general guide, outlined below are the key stages of the certification process.

Pre-Audit:

This is an optional chargeable audit, which is designed to preview the Clients management system for areas of the specifications against which they seek certification. Near East Services (NES) Certification will issue a report detailing the findings of this audit to the Client in due time to take any appropriate actions.

Stage 1 Audit:

Near East Services (NES) Certification will undertake a readiness review to determine the preparedness of Stage 2 audit (understanding of the requirements, collecting information of the scope of the management system, processes and location of the Client, review the allocation of resources for Stage 2, planning for Stage 2, evaluate the internal audit systems).

Stage 2 Audit:

Near East Services (NES) Certification will provide an audit program prior to the commencement of the audit. The Near East Services (NES) Certification audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The Near East Services (NES) Certification audit team will discuss any Nonconformities, observations opportunities for improvement if and when they identified during the audit. The Near East Services (NES) Certification audit team will prepare and present to the Client's management a report of the audit, which will include: The audit findings, the scope of certification and seek agreement where necessary, on the nature of any corrective actions to be taken.

Nonconformity:

Near East Services (NES) Certification Auditors will only identify Nonconformities that help Clients' improve their management system(s).

Issuance of Certification:

Near East Services (NES) Certification will issue the clients certification and certificate(s) if and when all corrective actions agreed between the Client and the audit team have been completed. The certificate will detail the specification(s) to which the Client has been found compliant at the time of audit and the scope of the management system.

Accompanying the certificates will be a policy document explaining how to display and use the Near East Services (NES) Certification Mark and associated logos. The Near East Services (NES) Certification intellectual property rights titles and interests in all service mark, trademark or other name or logo remain the property of Near East Services (NES) Certification and cannot be sold; Near East Services (NES) Certification will audit the use of Marks and/or Logo's at subsequent surveillance visits.

Certification Maintenance:

Near East Services (NES) Certification operates a surveillance audit program to record whether the Clients' certification is found to be maintained. The program is ongoing and is agreed with the Client in the contract. Every 3 years Near East Services (NES) Certification will automatically review the Client's certification and subject to the satisfactory results of the surveillance audits and/or the re- certification audit, the certification will be reconfirmed. The Client is requested to inform Near East Services (NES) Certification promptly of any significant changes to its product(s) or services that impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. For example: Change of site, Additional sites, Change of process, Change of ownership, Change of scope, Change of number of employees etc. Near East Services (NES) Certification will then take the appropriate action, such as, conducting a special visit and/or changing the certification. Special visits can be conducted as well to investigate complaints received about the Client.

Accreditation Body Access:

The Client shall allow the Near East Services (NES) Certification's accreditation body or their representative, access to any part of the audit or surveillance process for the purposes of witnessing the Certification Body Audit Team performing the audit if the Management System to determine conformity with the requirements of the Standard. The Client will not have the right within this contract to refuse such a request either by the accreditation body, it's representative or Near East Services (NES) Certification.

Suspension, Withdrawal or Cancellation of the Certificate:

Near East Services (NES) Certification reserves the right to suspend, withdraw, reduce, extend or cancel the certificate at any time and will give 3 months' written notice or such shorter notice as the situation may require depending upon the information available to Near East Services (NES) Certification. If such actions are deemed necessary the Client will be fully briefed, the Client will be given every possible

opportunity to take corrective action before a final decision is taken on what action Near East Services (NES) Certification should take. Near East Services (NES) Certification reserves the right to publish the fact that such action has been taken.

Appeals, Disputes and Complaints:

Should the Client wish to appeal against or dispute the decisions of Near East Services (NES) Certification it should do so in accordance with the Near East Services (NES) Certification appeals procedure, a copy of which is available on request.

Should a complaint arise about Near East Services (NES) Certification this should in the first instance be made to the Near East Services (NES) Certification Office.

In case of appeals, disputes and complaints, client can send an email through "Contact Us" in "Home" section in NES website: www.neservices.co

NES will acknowledge receiving appeal / disputes / complaints to the sender within five working days. The timeframe for resolution is four weeks while the closure timeframe is 90 days, after which escalation process is started.

II CERTIFICATION TERMS & CONDITIONS:

Near East Services (NES) Certification:

"Near East Services (NES) Certification" shall mean that particular Near East Services (NES) Certification Company in any jurisdiction whatsoever, referring in its offer or other Near East Services (NES) Certification issued document to these terms and conditions.

Terms and Conditions:

These terms and conditions constitute the sole obligations undertaken by Near East Services (NES) Certification, and the sole rights and remedies of the Client, to the exclusion of all other representations, statements, terms, conditions whether express or implied. The parties agree, in the circumstances known to them at the date of entering into this agreement, that these terms and conditions are reasonable. In the event that a court shall determine that one or more provision is unenforceable for any reason, such provision shall be deemed to be severed from these terms and conditions such that the remaining terms and conditions shall continue to be enforceable between the parties hereto.

Fundamental Terms:

The Client hereby warrants and covenants with Near East Services (NES) Certification that it will at all times during the subsistence of the Agreement comply with all reasonable requirements necessary for the issuance of the Certificate of Approval including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority all recommendations, codes and similar matters issued by any authority pursuant to which in compliance of which or for the purpose of which the Certificate of Approval is issued or such other reasonable requirements of Near East Services (NES) Certification as are necessary to enable the Certificate of Approval to be issued and maintained in force in conformity with standards of high quality of certification. The Client hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to Near East Services (NES) Certification for the purposes of this Agreement.

Terms of Payment:

The offer, upon which this Agreement is entered into is attached. It indicates the basic charges for the services requested on the assumption that the information supplied by the Client was accurate and complete. Any service supplied beyond those set out, will be charged at Near East Services (NES) Certification's current rates.

Near East Services (NES) Certification reserves the right to review and amend its charges annually, as minimum these will be adjusted in line with cost indices:

Fees for Phase 1 and Phase 2 of certification shall be payable on completion of each individual phase.

Fees for surveillances shall be payable in instalments. (i.e. one payment after the completion of each visit).

Special Follow Up visits:

When Major Non Conformity or Major changes occur, Near East Services (NES) Certification undertakes a 'Special Follow up Visit', which are charged at Near East Services (NES) Certification's current rates.

Non Conformity (NCR) Closure:

All fees to review Clients proposed actions to close minor Non Conformities are charged on a time basis.

Postponement of Audits:

If the Client postpones the audit service with less than 30 working days' notice, Near East Services (NES) Certification reserves the right to charge the full man-day fee of the audit. This sum will not be discounted from the audit fee ultimately charged when the rescheduled audit is carried out.

Invoices:

It is Near East Services (NES) Certification policy to invoice Clients on delivery of our services. This invoice will include as appropriate, but not be restricted to man-days (off and on site), Reports, Certification, Nonconformity Closure, Certificate and Accreditation Fees as well as Expense Costs.

Payment:

Payments are due within 75 days of the date of invoice. **Please note that the Certificate(s) cannot be released until full payment has been received by** Near East Services (NES) Certification.

Cancellation Fee:

If the Client cancels this agreement, the Client has the responsibility to pay all outstanding invoices. In addition, if the Client cancels with less than 3 months' notice prior to the next due audit date, then the Client shall be liable for the full cost of the audit, including all audit man-day and administrative fees

By Default:

Immediately upon either party being notified by the other of any material breach of this Agreement if the same has not been remedied with 5 days from the date of receipt of said notification. If either party goes into liquidation, receivership or an administrator is appointed for all or part of the undertaking thereof. If either party ceases to trade, whether in whole or in part, then this Agreement is deemed terminated. In the event of this Agreement being terminated whether by notice, default or otherwise the Near East Services (NES) Certification Certificate of Approval issued pursuant hereto shall forthwith become invalid and the Client shall cease to use the same and return to Near East Services (NES) Certification all documentation and other matters issued pursuant thereto or bearing an indication of such Certification of Approval.

Liability:

Except in the case of gross negligence on the part of Near East Services (NES) Certification, its employees, servants or agents, Near East Services (NES) Certification shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its audit, certification or other services. In the case of negligence as aforesaid, and other than liability for death or personal injury, the limit of any loss, damage or otherwise for which Near East Services (NES) Certification shall be liable will be limited to an amount not exceeding the maximum fee (if any) charged by Near East Services (NES) Certification for the particular service in

respect of which the negligence arose (the "Maximum Fee"). Client hereby undertakes to defend, indemnify and hold Near East Services (NES) Certification harmless against any liability in excess of the Maximum Fee which indemnity shall apply regardless of whether Near East Services (NES) Certification has acted in breach of the terms of its Agreement and/or has been wholly, partially or solely negligent or otherwise at fault. While the restrictions on liability herein contained are considered by the parties to be reasonable in all the circumstances, if such restrictions taken together or any one of them shall be judged to be unlawful or unenforceable then the said restriction shall apply with such words deleted or amended or added. Near East Services (NES) Certification shall not, under any circumstances whatsoever, be liable to the Client for any matter arising out performance of the Services in respect of Consequential Loss. The term Consequential Loss shall include any indirect or consequential loss, any loss of production, loss of profits, loss of revenue, loss of contract, loss of goodwill, loss of use or liability under other agreements.

Stage 1 & 2:

If as result of Stage 1 Near East Services (NES) Certification determines that the Stage 2 arrangements (i.e. changes in the scope, man-days, auditors, sites). must be adjusted, the contract can be modified. If after Stage 1 Near East Services (NES) Certification determines that the company is not ready, Stage 1 can be repeated until it produces satisfactory result to proceed with Stage 2. When Stage 1 & 2 are planned back to back Near East Services (NES) Certification has the right to postpone the Stage 2 at the expenses of the Client if the result of Stage 1 is not satisfactory to proceed with Stage 2.

Indemnity:

The Client shall fully and effectually indemnify Near East Services (NES) Certification against all costs, claims, actions and demands arising from: -

- The services provided by Near East Services (NES) Certification save to the extent only that such claims arise from the negligence of Near East Services (NES) Certification, its employees or agents; and
- The use or misuse by the Client of any certificate, licence, mark of conformity provided by Near East Services (NES) Certification in accordance with this Agreement; and
- Any breach of this Agreement by Client; and
- Illness, injury or death to the Client's subcontractors or suppliers, together with any of their employees, agents or directors ("Client Group"); and
- Damage to or loss of property or equipment owned, leased or used by the Client Group.

Force Majeure:

Near East Services (NES) Certification shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.

Confidentiality:

Except as may be required by Law, Near East Services (NES) Certification and the Client will treat as strictly confidential all information and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement.

NES will inform the client , in advance , of any information that NES intends to place in the public domain.

When NES is required by law or authorized by contractual arrangements to release confidential information , the client or concerned individual shall , unless prohibited by the law , be notified of the information provided .

Notices of changes

NES will give its certified clients due notice of any changes to its requirements for certification or applicable standards to ensure that each certified client complies with the new requirements.

The certified client is obliged to inform NES, without delay, about any changes related to:

- Legal, commercial, organizational status or ownership.
- organization and management
- contact address and sites
- scope of operations under the certified management system;
- major changes to the management system and processes.

Contract Signature:

Signature means validation and acceptance of Near East Services (NES) Certification's proposal for the Certification Scheme(s) detailed in this and/or accompanying proposal.