

The general conditions MUST be brought to the attention of the client prior to, or simultaneously with, firming up the order.



This is best done by handing out a copy to the client. Where a formal document is signed by both parties, the following clause if possible and should be included:

All NES services are rendered in accordance with the applicable NES Conditions of Service accessible at <https://neservices.co/> . Attention is drawn to the limitations of liability and to the clauses on indemnification and jurisdiction. By signing this document, the Client confirms that he/she accepts the applicable NES Conditions of Service.

In addition, to reinforce knowledge, the following text must appear in bold letters on all Service Offer, Email and invoices

All NES services are rendered in accordance with the applicable NES Conditions of Service accessible at <http://neservices.co/images/NES-General-Terms-And-Conditions-Of-Services.pdf>.

### **Scope of Services**

NES performed as per the agreed scope, adhering to ISO 17020:2012 requirements. Any changes in scope must be agreed upon in writing by .both parties

### **Confidentiality**

Except as may be required by Law, Near East Services (NES) 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.

### **Impartiality and Independence**

The inspection body operates independently and impartially. Any conflicts of interest will be identified and managed to ensure the objectivity of the inspection results

### **Client Obligations**

Inspection reports are issued based on findings at the time of inspection. The client is responsible for the appropriate use of the inspection report. The inspection body is not liable for consequences arising from misuse or misinterpretation of the report

#### **Liability**

NES is not liable for any damages resulting from incorrect information provided by the client

Liability for any claims arising from the inspection services is limited to the fees paid for the specific inspection

### **Fees and Payment**

Fees for inspection services as Payment is made after the completion of the inspection process

If any non-conformities are found during the inspection, the client shall be notified promptly

Any disputes regarding inspection findings must be raised within [insert number of days] from the issuance of the report

### **Liability**

Except in the case of gross negligence on the part of Near East Services (NES), its employees, servants or agents, Near East Services (NES) 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 inspection. 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) shall be liable will be limited to an amount not exceeding the maximum fee (if any)



## Inspection and product certification general Terms & Conditions

Code: **NES-D-13**

Issue/Rev. no.02/00

Issue date:01.08.2024

charged by Near East Services (NES) 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) harmless against any liability in excess of the Maximum Fee which indemnity shall apply regardless of whether Near East Services (NES) 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 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 ,loss of profits, loss of revenue, loss of contract, loss of goodwill, Loss due to weather loss of use or liability under other agreements conditions,

### **Force Majeure:**

Near East Services (NES) 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.

### **Compliance with Laws and Standards**

Near East Services (NES) construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts. 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 as herein above appearing or as may be subsequently notified by the other. and the ISO 17020:2012 standard in performing its service

### **Amendments**

Any amendments to these terms and conditions must be agreed by ..both parties

1) Fulfilment of specified requirements and conditions such as INSPECTIO / product requirements, including any changes, which must be fulfilled as a condition for establishing or maintaining the certification.

2)-The customer is obliged to make records of all manner of disclosure, including details of the purpose for which and to whom the certificate and any annexes have been handed over.

5) Permit that the certification body of NES is allowed to pass on information, documents and the like, which relate to the contract with the customer and the subject of the contract at the request of the approval and accreditation bodies of the certification body of NES.

6) Notification of the certification/ inspection body of NES of any change in the submitted production process, of the organization, the management or the quality management system concerning the product/service .

7) Timely notification of the certification/ inspection body of NES in case of an intended relocation of the production facilities or in case of an intended transfer of the company to another company or another company owner in time.

8) Authorizing the certification/inspection body of NES to disclose information that has become public due to legal or regulatory reporting requirements in relation to the product certification body.

9) Enabling periodically recurring inspections of product manufacturing by the certification body of NES

10) Compliance with a contractual agreement with the actual manufacturer by the customer, which must be observed in manufacturing the product and which includes the tolerance of required control measures, if the customer as product certificate holder is not the manufacturer of the product (In case of product certification).

11) Independent observance of the obligation to report to the authorities as a manufacturer or distributor either by themselves or

through an authorized representative, despite of a product certification by the certification body of NES

12) Possibility of participation of observers. This applies to employees of NES and the authority during observation activities. Each of these observers is bound to secrecy.

13) Ongoing monitoring of the certified products to ensure that the products comply with the certified samples and meet all product requirements.

14) At any time granting and enabling to carry out evaluations, appraisals and surveillances (if necessary) by the NES This includes, but is not limited to, consideration of documentation and records, access to equipment, location(s) and production area(s), personnel and subcontractors of the customer.

15) Execution of the production with high care concerning the excellence and quality including the verification that the certified product continues to meet the product requirements.

16) Recording, investigation and treatment as well as archiving and compilation of all complaints and claims concerning the certified product, which are known by the market or third parties, as well as submission of these complaints to the certification body of NES and to inform the certification body of NES at its request. This requirement of recording extends to the entire validity period of the product certificate. After expiry of the product certificate, the records must be kept for ten years. Appropriate measures must be taken and documented.

17) Immediate remedying of safety defects on certified products which subsequently become apparent. In any case, the customer shall stop placing these products on the market and immediately inform the certification body of NES

18) Use of product certification to the extent that the certification body is not discredited or to make any statements about its product certification that the certification body may consider to be misleading or unjustified.

19) Carry out all required measures, which are brought to the attention by NES in case of suspension, withdrawal or termination of the certification as well as to stop the usage of any advertising materials which contain any reference to the certification. Further more, all

specifications of this certification program shall be considered (e.g. the return of certification documents, logos).

20) NES might temporarily suspend or cancel the certificate (according to what it is stated in the relevant Certification Guidelines) if it is verified that the applicant has not complied with the required standard.

21) If the certificate is cancelled, the applicant will automatically lose the rights acquired by the approval certificate issued by NES, if the cancellation is due to any circumstance that jeopardizes NES's interests, NES can unilaterally cancel this agreement, and claim the applicant an indemnity for any damages.

22) NES may also, at its discretion, temporarily suspend or cancel the certificate if the Applicant fails to comply with its payment obligations with NES or with their representatives, with whom the applicant has incurred in a financial commitment regarding the certification services provided by NES.

23) Immediately after suspending, withdrawing or ending the certification, the client will stop using it in all advertisement material that contains or makes reference to it, and it will take the actions required by the certification scheme (for example, the return of the certification documents) and any other measure required.

24) As Product Certification Process issued for Such Specific Product / shipment & Certificate issued after inspection done, so the Certificate used for one shipment.

25) Certificate will be cancelled if the shipment is Rejected by the Border Customs for any reason, & shipment will be unloaded & re-shipped again.