Halal Certification Agreement

This Halal legally enforceable agreement (hereinafter referred to as "Agreement") has been entered United Arab Emirates laws between the Client and RACS Quality Certificate Issuing Services.

Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between RACS QUALITY, any affiliated companies of RACS QUALITY to any person applying for certification services (the "Client") shall be governed by these Agreement.

The Client (hereinafter referred to as "Applicant") and RACS Quality Certificates Issuing Services (hereinafter referred to as "Certification Body").

First and Second Party mentioned above together are hereinafter referred to as "Both Parties".

The purpose of this agreement is to define the terms of the alliance. Thereby it is agreed as follows:

ARTICLE 1: Scope of Certification

RACS QUALITY certifies a Halal products. Current portfolio of products subject to certification with RACS QUALITY can be found on RACS/REC/79 Scope of Certified Products containing the list of adopted schemes, standards and technical regulations for each scope. (This document is available upon request.)

The applicant agrees to mention the scope of certification in the application form upon the application stage. Thereby agrees to complete and adhere to the requirements of the applicable scheme and standards of the applied scope.

ARTICLE 2: Responsibilities and Obligations

2.1 Applicant Responsibilities: Applicant accepts and undertakes to:

2.1.1 Provide all documents and records which are required during certification activities including any changes communicated from RACS Quality during and after certification process.

2.1.2 The Halal certified products manufactured and supplied by him as specified in the certificate and based on this agreement, will comply with the requirements related to the certification process adopted by RACS Quality including the schemes and standards specified above.

2.1.3 The halal products for which the certificate is granted will be produced to the same specifications as the sample that the certification body found by review to be in compliance with the regulations. The applicant shall immediately inform the certification body of any changes to the certified product.

2.1.4 Make all necessary arrangements needed by RACS Quality to conduct evaluation, surveillance including having access to all locations, equipment, personnel, clients and subcontractor's documentation and information. In addition to allowing the Inspection Team access to Applicant departments related with applicable certification scheme and to arrange at least one personnel for guiding Inspection Team during inspection, and to answer all questions of Inspection Team, during inspection within the scope of the application. lastly, accept receiving observers on the audit process by official accreditation bodies or by RACS quality during the inspection whenever requested.

2.1.5 Not to use its halal product certification in such a manner as to bring the RACS Quality into disrepute and does not make any statement regarding its product certification which RACS Quality may consider misleading or unauthorized. Additionally, if certification suspended, withdrawn, or terminated, applicant discontinues the use of RACS Quality Mark of Certification or any reference thereto on all his advertising matters, and takes action as required by RACS Quality.

- if applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- in making reference to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of RACS Quality or as specified by the certification scheme;

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2.1.6 Comply with any requirements that may be prescribed in the certification scheme that relate to the use of marks of conformity, and on information related to the product. Furthermore, applicant cannot make claims regarding certification which is not consistent with the scope of certification.

2.1.7 Bear responsibility to all complaints raised against him either directly to client or indirectly either to RACS knowledge or the scheme owner and bear all costs resulting of this complain including re inspection and retesting, etc. Furthermore, client must keep record of all complaints made known to the client relating to the compliance with certification requirements and to make these records available to RACS Quality when requested with the appropriate action taken to handle such complaints and any deficiencies found in products that affect compliance with the requirements for certification.

2.1.8 Inform RACS without delay, of changes that may affect its ability to conform with the certification requirements.

2.1.9 Not to give the inspection reports to third persons without permission by RACS.

2.1.10 Accept to provide without delay, additional samples whenever requested by Certification Body, which are not previously mentioned in case of need. (This includes either additional units from same selected sample or new samples identified by Certification body for more verification).

2.1.11 Bear cost of all financial requirements related with the certification process including the different inspections that might take place, including the un-announced visits that might be made by certification body to ensure proper compliance by applicant.

2.1.12 If any modification (reduction or alteration) in scope of certification, happens due to RACS decision followed by surveillance visit or due to changes affecting certification done by applicant, applicant always commits to use the last updated and approved scope of certification in all his related activities. Applicant agrees not to promote any of the reduced scope of certification and to make needed amendments in all official announcements and advertising materials used by him to match the latest scope of certification.

2.1.13 Shall not copy the granted Halal certificate in a way that would hinder its legibility, nor shall tamper the original copies or photocopies of the Halal certificate.

2.1.14 Shall not translate the certificate and/or test reports to other languages without prior review and consent from the Halal certification body.

2.2 Certification Body Responsibilities:

RACS is responsible for:

2.2.1 Completing the various step of the certification activities, including Reassessment, assessment, issuance of certificate, surveillance and re certification.

2.2.2 Storing all information and documents according to confidentiality and security rules by its personnel and experts.

2.2.3 Assure that RACS Inspection/Audit team will not give any information and documents related with the Applicant to third persons, except for legal necessities by force of law, without getting permission from the Applicant.

2.2.4 Inform the applicant on the specified information belonging to applicant that will be displayed for sharing with public in any possible means by RACS (website, etc.).

The information are as follows:

- Applicant (Company)
- Details (Name, Address)
- Country
- Scope of Certification
- Type of Certification (Process/ Products)
- Certificate of Conformity No.

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Halal Certification Agreement

- Certificate Issuance Date
  a. COC Expiry
  b. Products Listing
  c. Status of certification (Valid, Suspended, Withdrawn)

ARTICLE 3: Fees

Fees related with the activities under the scope of this agreement, will be charged according to the Tables which are published in RACS website: RACS QUALITY Audit and Certification Schedule of Fees RACS/REC/46.

The applicant shall pay to the certification body fees as defined in the current schedule produced by the certification body. In the case where the certification program includes an annual fee, the applicant agrees to pay the fee on or before the due date in order to extend the certification an additional year. There is no prorated fee or refund for partial year renewals.

ARTICLE 4: Validity of Contract

This agreement is signed in two copies and will be effective upon signature by the parties. The agreement is valid till the expiry of the certificate of conformity issued by RACS Quality.

ARTICLE 5: Limitation of Liability and Indemnity of Certification Body

5.1 RACS will take all necessary measurement to pay all due care and skill in the performance of the Services and accepts responsibility in cases of proven gross negligence.

5.2 Nothing in these General Conditions shall exclude or limit RACS liability to the Client for death or personal injury or for fraud or any other matter resulting from negligence for which it would be illegal to exclude or limit its liability.

5.3 Total liability to the Client in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an equal to the fees paid to Certification Body under this Contract, the commitment to this liability responsibility is valid for one year after the date of Certification Body completing performing the service.

5.4 No liabilities due on Certification Body side towards the applicant:

(a) For any loss, damage or expense arising from (i) a failure by Client to comply with any of its obligations herein (ii) any actions taken or not taken based on the Reports or the Certificates; and (iii) any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information provided to certification body;

(b) For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation product liability claims) that may be suffered by the Client; and

(c) Any indirect or consequential loss or damage of any kind (whether falling within the types of loss or damage identified in (b) above).

ARTICLE 6: Confidentiality

Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering or performing this Agreement, and that shall be in accordance with the provisions of the applicable laws in the United Arab Emirates.

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

6.2 Information about the client obtained from sources other than the client (e.g. complainant, regulators) shall be treated as confidential.

ARTICLE 7: Notices

Any notices given under this Agreement must be in writing and must be sent by registered mail to the address set out hereinabove.

Any amendment or additions to this Agreement shall be in writing and signed by Both Parties.

Should any provision of this Agreement be or become invalid, the validity of the other provisions shall not thereby be affected.

ARTICLE 8: Governance

This Agreement shall be governed and construed in accordance with the applicable laws in UAE.

ARTICLE 9: Disputes

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the certification body. By signing this agreement, applicant acknowledges, recognizes and accepts the procedures of handling complaints and appeals (RACS/SOP/07) available on RACS Website/Publically available information.

ARTICLE 10: Surveillance

The certification body conducts post-market surveillance on applicant's compliance with his obligations.

The applicant agrees to have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by the certification body for post-market surveillance testing.

Furthermore, to preserve the Certification, Applicant accepts that RACS conducts on site surveillance visits in accordance with the type of tests and frequency as specified in the related schemes and applicable standards..

Surveillance audits shall be conducted at least once a calendar year. The date of the first surveillance audit following initial certification shall not be more than 12 months from the certification decision date.

RACS retains the right of establishing where product tests have to be performed (Customer's facilities or an external laboratory).

Applicant accepts to:

a) Provide RACS with samples of the Product under surveillance audits according to a sampling plan specified in the applicable standard or given by RACS.

b) Send the samples to the external laboratory if needed and to bear the related expenses.

If the Customer refuses the visit of the Inspectors and/or the tests on samples without convincing reasons, the certification will be suspended.

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Halal Certification Agreement

The applicant undertakes to keep at disposal of RACS and its inspectors, during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the possible corrective actions started.

Surveillance terms and conditions:

RACS conducts post-market surveillance on applicant's compliance with his obligations, the applicant agrees to have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by the certification body for post-market surveillance testing.

Furthermore, to preserve the Certification, Applicant accepts that RACS conducts on site surveillance visits (at least once a year during the period of certification validity) in accordance with the type of tests and frequency as specified in the related schemes and applicable standards.

RACS retains the right of establishing where product tests must be performed (Customer's facilities or an external laboratory).

NOTES:

1. During Surveillance, Applicant shall:
   - Provide RACS with samples of the Product under surveillance audits according to a sampling plan specified in the applicable standard or given by RACS.
   - Send the samples to the external laboratory if needed and to bear the related expenses.
2. If the Customer refuses the visit of the Inspectors and/or the tests on samples without convincing reasons, the certification will be suspended.
3. The applicant shall keep at disposal of RACS and its inspectors, during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the possible corrective actions started.
4. While performing the surveillance, the following issues are always taken into account:
   - Non-conformities reports raised during the first certification audits (Pre-Assessment and Actual Assessment) during surveillance RACS shall make sure whether these non-conformities are effectively closed
   - Organizational, document and process/plant changes compared with the previous audit;
   - Appeals and complaints against applicant.
5. Upon completing of the corrective actions, the same flow of activities is being followed for the surveillance visits (Evaluation, revision, decision).
6. RACS communicates (Head of Sales and Marketing Department is responsible to contact client) the decision taken within 10 working days from the date of completing the corrective actions raised during the Surveillance Audit by client.
7. If the results of the surveillance do not allow the license to be maintained, RACS shall promptly inform the Customer with reasons and when pending non-Conformities exist, RACS establishes for each case a maximum deadline of 60 days to solve such non-conformities.
8. When this period above expires without any action by client, the same procedure of suspension/withdrawal of certificates is being followed. Certification cannot be confirmed to be valid again until the solutions and the corrective actions due to possible Critical Non-Conformities will be effectively closed.
9. Supplementary audits: Supplementary surveillance audits with intervals of less than 12 months can be required by RACS if Critical non-conformities are found. These inspections will be charged to the Customer according to the Price List in force at the inspections' dates.

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Furthermore, if RACS should receive notifications regarding complaints, Non-Conformities or doubts regarding the product conformity or the reliability, RACS has the right to conduct a Supplementary inspection to verify the maintenance of compliance with the Normative Documents and applicable standards which were initially assessed.

These notifications may be received also by other Accreditation Bodies and, in this case, auditors from these bodies may accompany the RACS inspectors, and the Customer cannot oppose to this (please refer to certification agreement terms and conditions). The Supplementary visits may be carried on without any notice. If the Customer should refuse that RACS carries on these verifications, the RACS certification will be immediately suspended. The costs of sampling, tests and visits have always to be paid by the Customer.

ARTICLE 11: Changes done by client affecting certification/Information on modifications or changes in production, legal, commercial, organizational status or ownership.

In the case changes affecting certification occur from client side, client is obliged to immediately inform certification body on any of the below mentioned changes:

1. Any intended modification in the product, its design, its packaging materials, the manufacturing process or the quality management system controlled by the specific certification program.
2. Change or Modification in key personnel appointment or position, such change will affect the product intended for certification due to the interference of those personnel in production or manufacturing of the products.
3. Any change concerning specification of the certified product, whether it is a change in the composition (removing or adding new raw materials), modification of production process, changes of manufacturing site, changes in the label (content, color or packaging materials) and any other change that is considered to affect certification.

In all way, it is advisable for the client to inform RACS for any changes to identify whether they affect certification.

ARTICLE 12: Complaints Handling by Applicant

The applicant shall keep records and upon request report to the certification body any complaints regarding those aspects of the products covered by the certificate. The applicant shall take appropriate action with to respect such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification. The applicant shall keep records of such action.

Furthermore, applicant is required to maintain records detailing all complaints from their customers indicating that they have investigated the problem, assigned responsibilities, completed corrective actions, and made suitable responses to their customers. These records must be available for RACS review at each assessment, surveillance, or reassessment visit.

In addition, if any complaint received by client of RACS client or any interested party where it is necessary to visit the client premises then client shall make all necessary arrangement and demonstrate the actions taken on such complaints.

ARTICLE 13: Publicity

The applicant has the right to publish that it has a certificate for the product to which the certificate applies.

Among other methods, the certification body will publicize its authorization of certifying compliance of applicant's product(s) to an applicable standard at the certification body's web site or remove such authorization from such website upon cancellation of this agreement.

ARTICLE 14: Suspension/Withdrawal/Cancellation of Certificate

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Halal Certification Agreement

Certification body can revoke the certificate in case of failing to comply with this agreement and its terms and conditions and the terms of certification body. The certification body can notify the applicant that it is withdrawing the certificate at any time after its issue.

ARTICLE 15: Subcontracting

The applicant agrees to permit elements of the certification process to be performed by a subcontractor authorized by the certification body.

ARTICLE 16: Expiration Period for Pending Applications

The applicant agrees that; applications for certification that are pending for more than **180** calendar days from the date it was received (due to identified deficiencies in the application package), will be closed and terminated. If the applicant desires to continue the certification process after the application has been closed, it agrees to submit a new application package with fees applicable to a new application.

Furthermore, a specific period is allowed for taking actions on non-conformances of certification/surveillance/recertification audit as following:

90 Days for Corrective actions in Certification assessment

60 Days for Corrective actions for Surveillance/Re certification assessment.

60 Days for suspension of certificate (with one final extension to **30** days if applicant provides convincing justification for extension), Within **12** months period for 1st Surveillance audit from the date of certification decision and a total of **120** days recertification corrective actions provision by applicant.

ARTICLE 17: Authorization

Applicant hereby gives the permission to RACS Quality and its staff to perform audit for all required departments and agrees to fulfill payment of all related cost for the certification process, and RACS Quality may start exchanging information and visits once this agreement is signed. This statement shall be considered as authority to execute the certification as agreed in this agreement.

ARTICLE 19: Control the Use of Certification Mark:

The applicant acknowledges, recognizes and accepts terms and conditions for the use of Mark of Conformity including specifications, Types of Breach/ Misuse of certification license& Disciplinary Actions and Liabilities, and the Procedure of Control the Use of RACS Quality License, Certificate, and Mark of Conformity (RACS/SOP/01) available on RACS Website/Publicly available information.

The parties acknowledge by the signatures below of their authorized representatives that they have read this Agreement and understand and agree to be bound by its terms and conditions.

Signed by: **RACS Quality Certificates Issuing Services LLC**

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Halal Certification Agreement

Signed by: **Client's Name**

Date:

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