

QIMA Certification Agreement

QIMA Limited[#], a company incorporated in Hong-Kong SAR, having its registered office at 5/F Dah Sing Life Building, 99-105 Des Voeux Road, Central, Hong-Kong ("**QIMA**").

1. Conditions for Certification

To attain and maintain certification, an applicant for the certification must agree to:

- a. Commit to fulfil continuously the requirements for certification for the scope for which certification is sought (new applicant) or granted (already certified) and to commit to provide evidence of fulfilment, these requirements for certification includes the compliance with certification requirements. This also includes the agreement to adapt to changes in the requirements for certification when they are communicated by QIMA.
- b. Commit the same certification application has not been lodged with any other certification body(ies).
- c. Commit to produce the products fulfilling continuously the requirements per the certification scheme if the certification applies to ongoing production.
- d. Commit to take all measures necessary and means and control to ensure that the products are monitored and produced with fulfilment continuously with respect to the technical documents submitted and the requirements per the certification scheme, even if the applicant is not the actual producer of the product under certification.
- e. Cooperate as is necessary to enable QIMA to verify the compliance and fulfilment of requirements for certification (for example, the evaluation, the surveillance (if required), etc.), including providing necessary information (e.g. information regarding to the representativeness of sample(s) provided).
- f. Provide access to the applicant's personnel, locations (includes all as applicable, e.g. applicant's premises, other sites for witnessing activities), equipment, information, documents and records as necessary to determine the compliance with requirements of certification through assessments, (initial, surveillance, etc.), resolution of complaints & investigations, and/or specific requirements. The applicant shall provide all the documents and records as necessary and specified by QIMA so QIMA can perform document review in relation to any type of assessment to be conducted (including documents that provide insight into the level of independence of the applicant from any other related activities undertaken by their organization, where applicable), in case if an applicant doesn't wish to provide some documents, QIMA will then accordingly determine whether the information provided is sufficient for the conformity assessment. If no, the certification application will be declined.
- g. Arrange the witnessing of production activities (certified or applied) when applicable and as requested by the QIMA.
- h. Commit to allow, on request, access to QIMA to assess the QIMA's performance when carrying out conformity assessment activities at the QIMA's site, including remotely, by the accreditation body for the product certification.
- i. Claim or use certification only with respect to and consistent with the scope for which certification has been granted and which are carried out in accordance with this Agreement.
- j. Commit to follow the certification requirements for the use of the certification and/ or the certification symbol as applicable.
- k. Not use its certification in such a manner as to bring QIMA into disrepute and not make any statement regarding its certification which QIMA may consider misleading or unauthorized.
- l. Inform QIMA within one week and in writing of changes or pending changes in any aspect of the organization's status or operation that affects the organization's legal, commercial or organizational or ownership status; organization or top management or key personnel (e.g., managerial staff); modifications to the product or the production method; significant change to management system, and to where appropriate; contact address and production premises (including relocation of premises), equipment, facilities, working environment or other resources, where significant; or such other matters that may affect the organization's capability, or scope of production activities, or compliance with the criteria, requirements and conditions for certification during the validity of the certificate.

- m. Pay all necessary fees at the time of application and during the duration of certification services being invoiced by the QIMA, all the fees applicable are to be paid upfront in advance before execution of the services unless special approval is given by QIMA financial department, regardless of the results of application.
- n. Assist and make all necessary arrangement in the investigation and resolution of any certification-related complaints about the applicant referred to it by the QIMA.
- o. Assist and make all necessary arrangement for the participation of observer(s), if applicable.
- p. Maintain impartiality and integrity.
- q. Carry out any adjustments to its procedures in response to due notice (by QIMA publication, email and/or hardcopy) of any intended changes by QIMA to the criteria, requirements, or conditions for certification, in such time as in the opinion of QIMA is reasonable.
- r. Retain all quality and technical records (as defined in relevant management system standard(s) such as ISO 9001, ISO 45001, ISO 14001 etc. as well as the certification requirements, especially for complaint) for at least 4 years or the life cycle of the certification, whenever longer, and make available if requested by QIMA. Appropriate action(s) with respect to the complaints, made know to the applicant, and deficiencies found in the product relating to the compliance with the certification requirements should be taken and documented.
- s. Provide copies of the certification documentation to others if and only if the relevant documents are reproduced in their entirety or as specified in the certification scheme.
- t. Ensure that product to be certified is not counterfeit, and do not infringe any legal requirement related to the right of production of product to be certified, and/or intellectual property related to the product to be certified.
- u. Provide product sample(s) as requested by QIMA per the certification scheme which is representative of the manufacturing capability/ product batch, and inform QIMA of any change that could affect the representativeness of samples provided, and evidence showing how it ensures the traceability of the product sample(s) if the labelling borne on the product or on the packaging does not indicate the manufacturer's identity.
- v. Lodge an appeal, by the authorized representative, by a registered letter to the Head of Certification Unit of QIMA within 15-days deadline from the date of certification decision.
- w. Lodge a complaint to QIMA within 15-days deadline from the occurrence of the relevant incident.
- x. Commit and abide by the [Terms and Conditions](#) listed on [QIMA website, https://www.QIMA.com/](https://www.QIMA.com/).

2. Use of certification symbols and/ or other claims of certification

To attain and maintain certification, an applicant needs to comply with the certification requirements of the corresponding certification scheme, an applicant must agree to:

- a. Comply with the requirements as specified by the certification scheme when claiming and making reference to its certification status in communication media such as documents, brochures, and/or advertising.
- b. Comply with the requirement(s) that is prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.
- c. Endeavor to ensure that no certificate or unauthorized statement regarding its certification nor any part thereof, is used in a misleading manner(s). The applicant agrees to use the certificate only to indicate that product(s) is certified as being in the conformity with the requirements of the certification scheme.
- d. Upon suspension, withdrawal, termination or expiration of its certification (however determined) discontinue its use of all advertising matter that contains reference thereto its certification, if requested by QIMA return certificate(s) to QIMA, and take action(s) as required by the certification scheme and takes any other required measure.
- e. Inform its affected stakeholders of the suspension, reduction, withdrawal or termination of its certification and the associated consequences without undue delay.
- f. Only use the certification symbol and/ or claims of certification status for the specific activities covered by the scope of certification.

#: "QIMA Limited" quoted in this document is referring to and applicable to the certification unit of QIMA Limited and its subsidiaries (with the corresponding office) as listed below, but not limited to.

Legal Entity	Registered Office
QIMA Limited	5/F Dah Sing Life Building, 99-105 Des Voeux Road, Central, Hong-Kong (Physical office address: 3/F & 9/F Liven House, 61-63 King Yip Street, Kwun Tong, Kowloon, Hong Kong.)
QIMA Inspection (Shenzhen) Limited	2205, 22/F, Guidu Building, 3007 Chun Feng Road, Luohu District, Shenzhen, 518001 Guangdong, China.
QIMA Quality Inspection India Private Limited	FIEE Complex, A 33, Ma Anandmayee Marg, 4/F, Block A, Okhla Phase II, Okhla Industrial Area, New Delhi, Delhi 110020, India.
QIMA (US), LLC	352 Sonwil Drive, Buffalo, NY 14225, USA.
QIMA Arabia LLC	Alkhaleej Training Center, 2nd Floor, Office #110, 8480 Al-Thumamah Valley Street, Alolaya District, Riyadh 12213-2804, Kingdom of Saudi Arabia.
QIMA Quality DMCC	Unit No.: G29, DMCC Business Centre, Level No. 13, AG Tower, Dubai, UAE.
HANSECONTROL Zertifizierungsgesellschaft mbH	Schleidenstrasse 1, 22083 Hamburg, Germany.

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