Public Terms and Conditions

Controlled Document

Original

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1) INTRODUCTION:

This document provides general certification aspects to client seeking certification and the public domain. The client seeking certification is assumed to read, understand and agree with all terms in this document.

2) CERTIFICATION PROCESS:

As part of the original discussions of MFC with clients seeking certification, it provides information about the certification process. During these discussions, issues concerning the type of products to be certified are clarified.

2.1 Application

- Clients wishing to obtain certification of their products submit an application by completing a special application form.
- The application contains all the relevant information (e.g. contact information of the client, product type, model no., relevant standards client is seeking certification for, etc.).
- The client may also submit any other documentation it deems necessary or helpful.

2.2 Application review

- MFC examines the information contained in the application and submitted the documents and, if necessary, seeks from the client additional information or clarifications.
- MFC will refuse the application if it lacks any competence or capability for the certification activities it is required to undertake. The client will be notified with detailed reasons.
- Upon acceptance of the application, the client shall:
  - Pay certification fees.
  - Sign the certification agreement.

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2.3 Evaluation (inspection)

- MFC will certify the consignment upon successful inspection of all the regulated products.
- Using statistical sampling techniques, MFC will estimate and perform inspection to each representative sample size taken from each lot size.
- Visual inspection:
  MFC will carry out the evaluation and inspection of the packaging and labelling of the final products of the taken representative sample size against the regulated products standards requirements.
- Testing:
  MFC require testing to be provided or performed. As per regulator contract requirement one of the two below testing scenario will be followed:
  - Under the client's responsibility, the testing is carried before initiating the certification application. In this case MFC will rely on this prior test report only if it is permitted by the regulator contract requirement and meet all the requirement listed in clause (9).
  - Under MFC responsibility, MFC will manage the sampling and testing process as per its internal procedures. In this case MFC will inform the client about the intended lab in advance to give the client the opportunity to object.
- Transport equipment:
  MFC will check the trustworthiness, relevance and compliance of the transport equipment.
- MFC will witness the loading process and seal the transport equipment.
- MFC will provide the client an inspection report which contains all the inspection result.
- If there are nonconformities, MFC will inform the client officially.
- Upon closure of the nonconformities by the client MFC will proceed to the stage of inspection review and final decision.

2.4 Inspection review and certification decision

Upon inspection and its review result, there are two possibilities:

- Consignment shows full compliance with the applicable scheme and standards requirements.
  - Certification decision will be made by MFC.
  - Granting the certification documentation (COC).
  - The COC will be registered in the directory records.
- Consignment shows non-compliance with the applicable scheme and standards.
  - Rejection decision will be made by MFC.
  - MFC inform the client by an official rejection letter detailing the reasons.

3) RENEWAL:

- Renewal schedule should be started seven months prior to the expiration of client's certificate of conformity. This helps to ensure that there is no lapse between the expiration of client's old certificate of conformity and the issuance of the new certificate of conformity. It is full re-audit.
- This re-audit does not mean that the client will start over with MFC processes. Client's company will have all the advantages and benefits that maintaining a long-term partnership with MFC.

4) INVOICING TERMS:

- Affordable fees are charged to clients, for getting information about the fees, contact MFC sales engineers.
- All quotations are based on the information in our possession at the time of preparing the preliminary certification quotation. And the client should pay any additional charges which may be requested in future for any work not apparent at the time of quotation, for example:
  - Retest work: needed because of failure to meet test requirements.
  - The fee of investigation in the matter of problems resolution.

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5) CHANGES DONE BY THE CLIENT AFFECTING CERTIFICATIONS:

- In case of the changes affecting certification occur from the client side, the client is obliged to immediately inform MFC of any of the below mentioned changes:
  - Any intended modification in the product, its design, and its packaging materials. In addition the manufacturing process or the quality management system, if applicable.
  - Change or modification in key personnel appointment or position.
  - Any change concerning specification of the certified product, whether it is a change in the composition (removing/adding new materials), changes of manufacturing site, changes in label (content, color or packaging materials) and any other change that is could to affect certification.
  - In case of the client is different from the manufacturer, the contractual arrangement between them have been terminated or amended.

  In all way, it is advisable for the client to inform MFC for any changes to identify whether they affect certification.
- MFC, in short period, will determine whether the announced changes require another initial testing and assessment or other further investigations.
- In such cases, the client is not permitted to release products resulting from such changes until MFC has notified the client accordingly.

6) CHANGES IN THE SCHEME AND STANDARDS:

- In case there is an amendment or changes in standards or scheme against which the product is certified, MFC will take the decision what to do.
- Any changes or revisions will be communicated in writing to the client, determining the time limits for the adaptation to the new requirements. In cases of disagreement with the above-mentioned changes, the client can discontinue the use of the certificate of conformity.

7) EXTENTION OF THE CERTIFICATION SCOPE:

- The scope can be extended to more models provided that the following conditions are met:
  - Same manufacturing location.
  - Same HS code.
  - Same brand.
  - Under the same scheme.
  - Evidence of model compliance (e.g. test report).
- Additional models of the certified product may be authorized for certification without testing if the client provides scientific evidence to the satisfaction of MFC that the testing and evaluation of the certified model verifies that the additional models will comply with all of the requirements of the certification scheme.
- The extension is granted, after the client submits a new application, accompanied by the test report, in accordance with applicable safety test parameter.

8) FINANCIAL STATEMENT:

- MFC intends to cover the cost of its certification activities with equity capital from the owners and income that the company receives from clients. These funds and income will be sufficient in covering all the activities specified in the Quality Manual.
- The finances of MFC operates according to the operating agreement between company members. All financial liabilities and assets, cash equivalents, debt securities, organized by the art of association.
- An annual budget allocated to cover all the financial liabilities. This budget is reviewed in the annual meeting of the top management.
- MFC is a privately owned company that offers liability insurance. MFC possesses a gross amount as reserved capital deposit that secures its operations and assists its financial stability.

9) COMPLAINTS AND APPEALS:

- MFC has a documented procedure for complaints and appeals (available upon request) which provides requirements for the recording and tracking of complaints and the actions to resolve them.
- Complaints raise doubt concerning MFC's compliance with its policies, procedures, the requirements of MFC quality system. MFC is dedicated to the satisfactory resolution of complaints.
- Upon receipt of a complaint or appeal, MFC shall confirm whether it is responsible for its administration. MFC acknowledges receipt of formal complaints and appeals.
- Decisions regarding complaint/appeal are made and approved by authorized personnel from MFC provided that they are not involved in the certification activities related to the complaint or appeal.
- MFC provides complainants/appellant with a formal notice detailing the resolution of the complaint/appeal. The confidentiality policy is followed regarding notification of the resolution of complaints.
- MFC takes action in accordance with the decision of the complaint or appeal.

10) RIGHTS AND DUTIES ON THE CLIENT:

- Always meet the certification requirements (including product requirement like standards and normative documents) and to always implement the modifications as requested by MFC.
- Provide all documents and records which are requested prior, during and after certification.
- Use the certificate of conformity in accordance with "Instructions governing the use of certificate of conformity" listed below:
  - The client can use the granted certificate in his brochure or other documentation materials.
  - The client may photocopy or scan the certificate for publicity purposes. Photocopies or electronic copies may be in full color and don't to be watermarked or otherwise marked as being a copy of the original.
  - The certificate of conformity shall not be copied in a way that would hinder its legibility.
  - The client shall ensure that publications and advertisements do not cause confusion to the user between certified and non-certified products.
  - To ensure the correct application of the above, the client is advisable to bring to the attention of the MFC any written or audio-visual material designed for wide publicity, and which makes reference,

directly or indirectly, to the granted certificate or to the certified products. Otherwise, as well as for every misuse, MFC will take the relevant measures.
- The granted certificate concerns strictly only the client to which it was awarded and is not transferable.
- The granted certificate should be published and generally only be used in its entirety. If the client wants to publish part of it, he shall obtain a written permission from the MFC.
- Comply with any requirements that may be prescribed by MFC that relate to the use of certificate of conformity. Furthermore, client cannot make claims regarding certification which is not consistent with the scope of certification.
- Restrict the use of certificates to the products manufactured in the declared location.
- If any modification (reduction or alteration) in scope of certification, client always commits to use the last updated and approved scope of certification in all his related activities. Client 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.
- The certificates and all copies thereof remain at all times the property of MFC and shall immediately be delivered to MFC upon request.

- Not to use its product certification in such a manner as to bring the MFC into disrepute and does not make any statement regarding its product certification which MFC may consider misleading or unauthorized. Additionally, if certification suspended, withdrawn, reduced or terminated, the client discontinues the use of any reference thereto on all his advertising matters, and takes action as required by MFC:
  - Stop within one week, or less, any use or advertising of the certificate of the present contract,
  - Return to MFC within the same period the original of the certificate and
  - In referring to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of MFC.
- Bear responsibility to all complaints raised against him either directly to client or indirectly either to MFC knowledge or the scheme owner and bear all costs resulting of this complain. The client shall keep a record of all known complaints relating to the compliance with certification requirements and to make these records available to MFC when requested with the appropriate action taken to handle such complaints. In addition, if any complain received by client of MFC or any other interested party where it is necessary to visit the client premises then the client shall make all necessary arrangement and demonstrate the actions taken on such complaints.
- Bear cost of all financial requirements (foreseen and unforeseen) related with the certification process including the different evaluation that might take place including surveillance audits, supplementary audits and product testing as instructed.
- Agrees and commits to immediately inform MFC of any modification or change likely to affect the ability to meet the certification requirements including, but are not limited to:
  - Change or rotation in key personnel appointment or position, such change will affect the certification due to the interference of those personnel (e.g. key management position, technical staff and decision makers)
  - Change of contact person or updating his contact information.
  - Change in juridical, commercial, organizational or ownership status.
  - Any change concerning specification of the certified product whether it is:
    - Change in the composition (removing or adding new raw materials), its design, its packaging or label,
    - Modification of its production process or its management system and
    - Changes of manufacturing site.

  In all ways, it is advisable to inform MFC for any changes.
- Comply with the MFC's usage policy of the certificate of conformity (public available) and scheme owner.

11) Fraudulent claim of MFC certification:

In case another party (i.e. not a client), fraudulently claims to have received certification by MFC, the case is advised by and referred without delay to the legal lawyer to take legal immediate actions.

12) Acceptance of prior conformity assessment results:

- In some cases, clients might have obtained the results of determination activities (e.g. test report) prior to making an application for certification. In such situation, the conformity assessment result may be from a source not within the contractual control of MFC. And the client submits it to MFC.
- If MFC decides to rely on any evidence of conformance (e.g. test report), so MFC must be able to take responsibility for those results.
- In order to accept and rely on those results (e.g. test report), there are criteria (as per certification scheme and/or scheme owner) which shall be fulfilled by these results.

13) Misuse of the granted certification and/or mark of conformity:

- MFC monitors the use of the granted certification and the mark of conformity through several mechanisms. Among others are surveillance audits, complaints and market feedback.
- MFC takes suitable action when unauthorized, incorrect, or misleading use of the granted certification and the mark of conformity is found. Furthermore, incorrect references to the certification scheme or misleading use of the granted certification found in advertisements, catalogues, etc., are dealt with by suitable actions.
- Among others, those suitable actions could be:
  - Increase surveillance frequency.
  - Conduct supplementary audits
  - Corrective actions request.
  - Suspension of certification.
  - Withdrawal of certification.
  - Publication of transgression (e.g. informing the Ministry of Industry, …….)

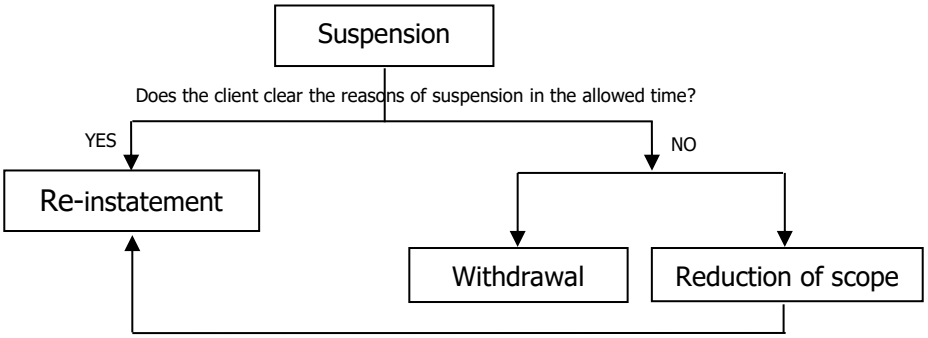
14) Post certification procedure (certification suspension, reduction and withdrawal and certification re-instatement):

- During surveillance, if MFC discovers a non-conformance of a certified product or non-compliance by the client with the certification requirement including product requirement, MFC will enter into discussion with the client to solve the identified issue. Depending on the significance of the situation, MFC will take the appropriate actions. The appropriate actions will be one of the following:
  - Require the client to provide a reason for the non-conformance and a plan for corrective action taken within 60 days or less.
  - Require the client to immediately ensure that any continuing production and finished inventory is in compliance.
  - Increased surveillance audits.
  - Issue a recall or public notice regarding the affected products.
  - Suspend certification.
  - Reduce the scope of certification.
  - As a last resort, withdrawal certification.
- If the certification is terminated, suspended, reduced or withdrawn, MFC will:
  - Update the directory of the certified products.
  - Inform the concerned regulators, if required.
  - Make all necessary modifications to the public domain.
- If the certification is suspended, MFC will discuss with the client:
  - Actions needed to end suspension and reinstate certification for the product(s).
  - The time allowed for him to do so.
- MFC may suspend or terminate the certification if there is any change in any aspect of the client status or operation that affects the client's compliance with the certification agreement and/or the relevant criteria specified by MFC. MFC may, at its discretion, terminate certification:
  - If, the certified organization being owned by an individual, such individual is declared bankrupt or enters into a composition with his creditors; or
  - If the certified organization, being a company, enters into liquidation, whether compulsory or

voluntary; or
- If the management of the certified organization fails in any respect to comply with KSA law.

➢ Apart from the suspension of certification, it may be withdrawn in the following cases:
- If surveillance shows that the nonconformity is of a serious nature.
- If the client fails to comply with the due settlement of financial obligations.
- If the product is no longer made or the client goes out of business.

➢ Apart from voluntary suspension, withdrawal and reduction of scope, the below structure is considered:



➢ **Types of suspension**
- Voluntary suspension:
  This process begins when a client request in writing to MFC for voluntary suspension due to failure to comply with certification requirements or any other reason. MFC will suspend the certification for maximum of 3 months according to the relevant procedure.
- Suspension for non-payment of fees:
  When a client fails to pay certification fees, rather than the initial fees, within one months of the date of the original invoice, MFC will suspend the certification for maximum of 3 months according to the relevant procedure.
- Suspension for non-compliance with requirements:
  If the client fails to clear the reasons of non-compliance/breach to certification requirement (which imposed on the client by the certification agreement and the client 's declarations) within one month of the date of receiving the non-conformance report or formal letter from the MFC. MFC will suspend the certification for maximum 3 months according to the relevant procedure.
- Suspension for failure to conduct audit visit:
  It occurs when a client fails to arrange for the audit visit for 3 weeks after receiving the nominated date of the visit. MFC will suspend the certification for maximum 3 months according to the relevant procedure.

➢ **Re-instatement of certification**
If the client cleared the reasons for the certification suspension within the time limits shown above, it shall be re-instated; otherwise, it will have its certification withdrawn or reduced. If the certificate is withdrawn according to the relevant procedure, then it will be required to submit a new application with all associated costs to MFC for re-certification.

➢ **Types of reduction of scope**
- Voluntary reduction of scope:
  This process begins when a client requests in writing to MFC for voluntary reduction of scope of certification due to failure to comply with certification requirements in a part of its scope of certification. MFC will reduce the concerned certification scope according to the relevant procedure.
- Imposed reduction of scope:
  When the client fails to clear the reasons for the certification suspension within the time limits shown above in a way that affects only part of the certified scope, it will have its certification reduced in scope. MFC will reduce the scope of certification according to the relevant procedure.

- **Types of withdrawal**
  - Voluntary withdrawal (i.e termination)
    This process begins when a client requests in writing to MFC for voluntary withdrawal of certification due to failure to comply with certification requirements or any other reason. MFC will withdraw the certification according to the relevant procedure.
  - Imposed withdrawal
    If the client fails to clear the reasons for the certification suspension within the time limits shown above, he will have its certification withdrawn according to the relevant procedure. Withdrawals cannot be re-instated. If the client wishes to be re-certified, a new application with all associated document & costs will need to be submitted to MFC.

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15. REVISION SHEET

Issue # & Date	Rev. # & Date	Revision Details	DCR No.
01 (01/09/2026)	00 (01/09/2026)	Initial release.	NA