

1 Scope and Legal Basis

These Terms & Conditions set out the sole obligations undertaken by TAKEED (AFC) Certification (“TAKEED”) and the sole rights and remedies of the Client in relation to any assessment, audit and certification services provided by TAKEED. They supersede all prior agreements, representations or understandings (whether written or oral). If any provision is held unenforceable, it shall be severed and the remainder shall continue in full force.

2 Client Obligations

1. **Compliance with Scheme Rules** – The Client shall at all times meet the applicable requirements of
 - ISO/IEC 17021-1 and relevant sector-specific parts (-2, -3, -6, -7, -10, etc.)
 - IAF Mandatory/Informative Documents (MD 1, 2, 4 (2025), 5, 8, 9, 11, 13, 14, 16, 17, 22, 23, 26, 27, 28, 29; ID 1, 3, 4, 12, 14, 15, 16)
 - EGAC regulations (E-03, E-04, Proc 10, Proc 13)
 - The specific management-system standard(s) shown on the Certificate (ISO 9001, 14001, 45001, 22000, 13485, 21001, 20000-1, 22301, 27001).
2. **Accuracy of Information** – The Client warrants that all data, documents and declarations supplied to TAKEED are complete and accurate and shall immediately notify TAKEED of any significant change that could affect certification, including:
 - legal, ownership or organisational changes;
 - changes of key personnel or sites;
 - scope of activities, products, services or processes;
 - management-system changes that may impact conformity.
3. **Access & Witnessing** – The Client shall grant TAKEED auditors — and, when applicable, accreditation-body observers — unrestricted access to premises, processes, records and personnel for the purpose of audits, surveillance or investigation of complaints.
4. **Fees & Payments** – TAKEED invoices are due within 15 days of date of issue. Certificates, reports or marks will not be released while any invoice remains unpaid. Expenses are charged at cost. All fees are non-refundable once services have been delivered.
5. **Use of Certificate & Mark** – The Client shall:
 - a. reference certification only within its granted scope;
 - b. not imply product or process certification;
 - c. cease all use of certificates, marks and claims upon suspension, withdrawal or reduction of scope;
 - d. follow TAKEED logo rules (latest edition supplied with the certificate);
 - e. not use certification in any way that could bring TAKEED, EGAC or IAF into disrepute.

3 TAKEED Obligations

1. Conduct assessments impartially, in accordance with ISO/IEC 17021-1 and applicable sector documents.
2. Maintain confidentiality of all Client information except where disclosure is required by law or accreditation rules (the Client will be notified, unless legally prohibited).

3. Provide publicly accessible information on the status of issued certificates via the TAKEED website (certificate holder, scope, dates, validity).
4. Inform Clients of changes to certification requirements and verify timely compliance (a special audit may be required).

4 Certification Process (summary)

Stage	Key Activities	Deliverables
Enquiry & Quotation	Application review, impartiality screening	Formal quotation + draft agreement
Agreement	Contract signature, advance payment	Certification Agreement
Stage 1 Audit	Documentation review, readiness verification, site visit, Stage 2 planning	Stage 1 Report
Stage 2 Audit	Full implementation assessment, reporting of NCs	Stage 2 Report + NCRs
Corrective Actions	Client submits CAP: minor ≤ 20 days; major ≤ 90 days	NCR closure evidence
Decision & Issue	Independent technical review, certification decision	Certificate (3-year cycle)
Surveillance	Annual on-site audits (first ≤ 12 months)	SU reports
Recertification	3-year review (± Stage 1 if major changes)	New certificate
Special / Unannounced	Complaints, scope extension, suspension follow-up, ICT-remote audits	Special-audit report

5 Suspension, Withdrawal, Reduction

Trigger	Action	Public Listing
Persistent major NCs, missed surveillance, misuse of mark, non-payment, voluntary request	Certificate suspended up to 6 months	Status shown as "Suspended" on register
Failure to resolve suspension, legal violations, fraud	Certificate withdrawn	Status "Withdrawn / Expired"
Specific part of scope fails to meet requirements	Scope reduced; new certificate issued	Updated scope on register

6 Appeals & Complaints

- **Appeals** – A Client may appeal any certification decision within 30 days. Appeals are reviewed by an independent Appeals Panel drawn from the Impartiality Committee.
- **Complaints** – Any interested party may lodge a complaint about a certified client or TAKEED itself. Complaints are acknowledged within 5 working days, investigated by personnel not involved in the original activity, and closed within 90 days.

- If unresolved, the complainant may escalate to EGAC.

7 Liability & Indemnity

1. Except in cases of proven wilful misconduct or gross negligence, TAKEED's aggregate liability is limited to a sum not exceeding the fees paid by the Client for the service giving rise to the claim.
2. The Client shall indemnify TAKEED against all third-party claims arising from the Client's misuse of certificates, marks or audit reports, or from inaccurate information supplied by the Client.

8 Force Majeure

Neither party shall be liable for failure to perform due to events beyond reasonable control (war, natural disaster, labour disputes, etc.). The affected party shall notify the other in writing without delay.

9 Governing Law & Disputes

This Agreement is governed by Egyptian law. Unresolved disputes shall be referred to arbitration under the Egypt Arbitration Act; venue Cairo. The arbitral decision is final and binding.

10 Normative Reference Set (current editions)

ISO/IEC 17021-1, -2, -3, -6, -7, -10 • ISO 9001, 14001, 45001, 22000, 13485, 21001, 20000-1, 22301, 27001 • ISO 22003-1 • ISO/IEC 27006-1 • IAF MD 1, 2, 4 (2025), 5, 8, 9, 11, 13, 14, 16, 17, 22, 23, 26, 27, 28, 29 • IAF ID 1, 3, 4, 12, 14, 15, 16 • EGAC E-03, E-04, Proc 10, Proc 13.

Certification Manager

Signed