

**150** YEARS  
**INSPIRING  
TRUST**



Middle East

---

**Choose certainty.  
Add value.**

Legally Enforced Agreement for

HALAL Certification

Between

**TÜV SÜD MIDDLE EAST L.L.C**

**&**

.....

**Dubai, UAE**

# TÜV SÜD MIDDLE EAST L.L.C.

PO Box: 2834,  
Business Bay, Empire Heights Tower  
Dubai, UAE



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| Website : <a href="http://www.tuv-sud.ae">www.tuv-sud.ae</a> | Email : | Tel : 044473113 | Fax : 044473112 |
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Ref #

To,

.....

.....

Dubai, UAE.

## **Sub: Halal Certification Services**

Thank you for your interest in TÜV SÜD Middle East's services, we have the pleasure to provide our services to your esteemed company upon your valuable request.

Enclosed, please find the following

- Halal Contract Terms & Conditions of TÜV SÜD Middle East LLC
- Testing and Certification Regulations for System; Please visit and download the testing and Halal certification document from TUV SUD ME website.

**To confirm your acceptance of this contract, please send us the signed contract.**

TÜV SÜD Middle East is a subsidiary of TÜV SÜD Group, Germany, and the largest of the German TÜVs (Technical Testing and Inspection Organizations).

- ✓ Global name recognition
- ✓ Over 150 years' experience
- ✓ Geographic Strength
- ✓ One stop-shop certification, inspection and testing services
- ✓ Guarantee to be serviced by qualified, multi-disciplined and competent auditors with proper authorization and industry experience
- ✓ Unparalleled customer retention
- ✓ Value added customer support

Thanking you and assuring you of our best services / attention at all times.

### **Contract terms and conditions**

#### **1- General**



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TÜV SÜD ME supports reviews and provides expert opinions in the development and the production of products as to safety, quality and usability, and audits management systems. TÜV SÜD ME issues Halal certificates. The customer shall accept the TÜV SÜD ME's General Terms and Conditions, the Testing and Certification Regulations and the agreed prices respectively the hourly rates at the time of order placement. Deviating General Terms and Conditions of business of individual customers cannot be recognized as a matter of principle, unless such terms and conditions have expressly been confirmed in writing. Ancillary agreements, promises and other statements by TÜV SÜD ME employees or officially authorized experts called in by TÜV SÜD ME shall only be considered binding if expressly confirmed by TÜV SÜD ME in writing. This shall also apply to any amendments to this clause.

With this agreement TUV SUD ME shall grant to the certificate holder a right to use the certificate Halal Mark on its products to be produced by the certificate holder and whose trade mark, type, form and characteristics and scope shall be indicated in the Halal Certificate, which shall comply with the mentioned standard/criteria. It is being recognized exclusive usage certificate authority to the certificate holder with contract and certificate holder acknowledges the civil and criminal liability due to violation of the right to use certificate that belonging to TUV SUD ME other than this certificate.

## 2- Scope and Criteria:

This Halal Certification Agreement (this "Agreement") is made as of \_\_\_\_\_, 2017 between.

- 1) \_\_\_\_\_
- 2) TÜV SÜD ME "referred as Certification Body "

(the "Applicant"), all sites of the Applicant that fall under the scope of certification, and TÜV SÜD ME LLC., a corporation organized under the laws of United Arab Emirates.

The Applicant desires to engage TÜV SÜD ME LLC. To audit the Applicant's Product(s) and system(s) in accordance with the following standard(s):

Standard(s) → \_\_\_\_\_

Product(s) → \_\_\_\_\_

Product(s) Description → \_\_\_\_\_

Accordingly, the parties are entering into this Agreement to define the parties' respective obligations and the terms on which that audit and related services will be performed. The terms set forth in this Audit Agreement will be



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binding on the parties once a counterpart of this Agreement has been signed and delivered by both parties. This Agreement will then continue in effect until terminated.

Either party may terminate this Agreement by giving the other party 30 days' written notice of the termination; whenever such a notice is given, the Applicant shall immediately pay any fees that are owed to TÜV , and immediately upon the effectiveness of any termination, any Certificate or other materials issued by TÜV under this Agreement and any other printed materials under the Applicant's control and bearing TÜV's mark will become invalid, and the Applicant shall return them to TÜV or destroy them and certify their destruction to TÜV.

In order to show their agreement to these terms, the parties have caused this Agreement to be signed and delivered by their authorized representatives on the dates specified below but in each case as of the date first written above.

## 2. Responsibilities

### 2.1. Halal certification Applicant Responsibilities:

- a. Provide all documents and records which are required during certification activities including any changes communicated from TÜV SÜD ME before, during and after certification process.
- b. The certified products manufactured and supplied by applicant producer as specified in the certificate and based on this agreement, will comply with the requirements related to the certification process adopted by TÜV SÜD ME including TÜV SÜD ME schemes and standards specified and agreed as certification and product scope.
- c. The 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 TÜV SÜD ME of any changes to the certified product.
- d. Make all necessary arrangements needed by TÜV SÜD ME to conduct evaluation, surveillance including having access to all locations, equipment's, personnel, clients and subcontractor's documentation and information
- e. In addition to allowing the Inspection Team and Islamic affairs experts access to Applicant departments related with applicable TÜV SÜD ME Halal 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. Also accept receiving observers on the audit process by official accreditation bodies or by TÜV SÜD ME during the inspection whenever requested
- f. Not to use its Halal certification in such a manner as to bring the TÜV SÜD ME into disrepute and does not make any statement regarding its product certification which TÜV SÜD ME may consider misleading or unauthorized. Additionally , if certification suspended , withdrawn, or terminated, applicant discontinues

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the use of TÜV SÜD ME Halal Mark of Certification or any reference thereto on all his advertising matters, and takes action as required by TÜV SÜD ME

- i. If applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in Halal certification scheme.
  - ii. in making reference to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of TÜV SÜD ME or as specified by the certification scheme;
- g. Comply with any requirements that may be prescribed in the Halal 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.
- h. Bear responsibility to all complaints raised against him either directly to client or indirectly either to TÜV SÜD ME knowledge or the scheme owner , and bear all costs resulting of this complain including re-inspection and retesting , etc.....Furthermore, client has to keep record of all complaints made known to the client relating to the compliance with certification requirements and to make these records available to TÜV SÜD ME 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.
- i. Inform TÜV SÜD ME without delay, of changes that may affect its ability to conform to the certification requirements.
- j. Not to publish or give the inspection reports to third persons without permission by TÜV SÜD ME.
- k. 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).
- l. 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.

## 2.2. Certification Body Responsibilities:

TÜV SÜD ME is responsible for:

- a. Completing the various step of the certification activities, including Reassessment, assessment, issuance of certificate, surveillance and/or re-certification.
- b. Storing all information and documents according to confidentiality and security rules by its personnel and

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experts.

- c. Assure that TÜV SÜD ME 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.
- d. TÜV SÜD Middle East LLC conducts special audits in response to an application for expanding the scope of a certification already granted.
- e. TÜV SÜD Middle East LLC conducts short notice or unannounced audits to investigate complaints, or in response to changes, or as follow up on suspended clients.

### 3. Fees

Fees related with the activities under the scope of this agreement, will be charged according to the Tables which are published in TÜV SÜD ME website. Halal TÜV SÜD ME.

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.

Total Fees to be paid as mentioned quotation no.....  
Amount:

### 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 TÜV SÜD ME. Or termination of contract as per TÜV SÜD ME policy and procedure.

### 5. Authorization

Applicant hereby gives the permission to TÜV SÜD ME and its staff to perform audit for all required departments, and agrees to fulfill payment of all related cost for the certification process, and TÜV SÜD ME 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.

### 6. Liability



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TÜV SÜD ME shall only be liable for damages –regardless of their legal basis – if TÜV SÜD ME has caused any damage as a result of an intentional or grossly negligent act or if TÜV SÜD has negligently breached a substantial contractual obligation („material obligation“). In the event that TÜV SÜD ME is in breach of any substantial contractual obligations, TÜV SÜD ME shall only be liable for the damage related to and typically foreseeable under the particular contract at the time of entering into the contract.

TÜV SÜD ME shall not be liable for any damages caused as a result of a negligent breach of a non-substantial contractual obligation.

“Substantial contractual obligations” are those obligations that protect the costumer’s legal interests deemed to be substantial to the contract, which the contract, based on its content and purpose, must specifically grant to the costumer; further, such contractual obligations are substantial which are deemed to be prerequisites for proper performance of a contract and upon the observance of which the customer has generally relied and may rely.

Any person making claims under this contract shall without delay inform TÜV SÜD ME in writing about any potential damage for which TÜV SÜD could be liable.

If claims for damages against TÜV SÜD ME are excluded or limited, this shall extend to any personal liability of any statutory organs, experts, miscellaneous employees, vicarious agents or any other auxiliary personnel of TÜV SÜD ME.

Save for the instances governed by UAE Laws and Regulations.

## 7. Impartiality & 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.

TÜV SÜD ME shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order.

In as far as expert opinions, test results, calculations and the like that are protected by copyright are prepared within the scope of contractual performance, TÜV SÜD ME shall grant the customer a simple, non-transferable right of use, if this is required by the underlying purpose of the contract. This transfer of copyright explicitly shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change (process) or use expert opinions, test results, calculations and the like outside its business. Any publication or duplication for marketing purposes shall require TÜV SÜD ME prior consent in writing

## 8. 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.



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

## 9. Governance and applicable Laws.

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

## 10. 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 available on TÜV SÜD ME Website/Publicly available information.

## 11. Surveillance

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

By signing this document, 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, and to preserve the Certification, Applicant accepts that TÜV SÜD ME 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.

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

Applicant accepts to.

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

The applicant undertakes to keep at disposal of TÜV SÜD ME 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



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the possible corrective actions started.

### Surveillance terms and conditions.

TÜV SÜD ME conducts post-market surveillance on applicant's compliance with his obligations, By signing the certification agreement document since the beginning , 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 , and to preserve the Certification, Applicant accepts that TÜV SÜD ME 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 .

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

### NOTES.

1. During Surveillance, Applicant shall.
  - Provide TÜV SÜD ME with samples of the Product under surveillance audits according to a sampling plan specified in the applicable standard or given by TÜV SÜD ME
  - 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 TÜV SÜD ME 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 considered.
  - Non- conformities reports raised during the first certification audits (Pre- Assessment and Actual Assessment). during surveillance TÜV SÜD ME 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. TÜV SÜD ME communicates (Operations Manager 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.



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7. If the results of the surveillance do not allow the license to be maintained, TÜV SÜD ME shall promptly inform the Customer with reasons and when pending non Conformities exist, TÜV SÜD ME 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 TÜV SÜD ME 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.  
Furthermore, if TÜV SÜD ME should receive notifications regarding complaints, Non- Conformities or doubts regarding the product conformity or the reliability, TÜV SÜD ME has the right to conduct an 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 TÜV SÜD ME 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 advance notice. If the Customer should refuse that TÜV SÜD ME carries on these verifications, the TÜV SÜD ME certification will be immediately suspended. The costs of sampling, tests and visits have always to be paid by the Customer.

## **12. Changes done by client affecting certification/ Information on modifications or Changes in production**

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.

- a) the legal, commercial, organizational status or ownership;
- b) organization and management (e.g. key managerial, decision-making or technical staff);
- c) contact address and sites;
- d) scope of operations under the certified management system;
- e) major changes to the management system and processes.

The certification body will act as appropriate.

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

## **13. Complaints Handling by Applicant**



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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 respect to 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 TÜV SÜD ME review at each assessment, surveillance, or reassessment visit.

In addition, if any complaint received by client of TÜV SÜD ME 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.

## 14. 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.

## 15. Suspension/Withdrawal / Cancellation of Certificate

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.

## 16. Subcontracting

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

## 17. Expiration Period for Pending Applications

By signing this document 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 nonconformance's of

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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), Total of 120 Days period for Surveillance and recertification corrective actions provision by applicant.

## 18. Use of TÜV SÜD ME Halal Mark.

The Applicant may only use the TÜV Halal mark while the related Certificate remains in effect and only within the specific scope of that Certificate and the related accreditation. While the mark may be used for appropriate business and promotional purposes. TÜV shall make the suspended status of the certification publicly accessible and shall take any other measures it deems appropriate.

By signing this agreement , 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& Liabilities, and the Procedure of Control the Use of TÜV SÜD ME License, Certificate, and Halal Mark of Conformity available on TÜV SÜD ME Website/Publicly available information .

This agreement is executed in two counterparts by.

\_\_\_\_\_  
Applicant Company legal name

By \_\_\_\_\_  
↑ Signature ↑

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TÜV SÜD Middle East LLC.

By \_\_\_\_\_  
↑ Signature ↑

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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