



شركة المصادر الأولى للتحقق والمطابقة
First Resource Company for Conformity and Verification

First Resource Company for Conformity and Verification (FRC)

Public Terms and Conditions

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Public Terms and Conditions



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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 FRC 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

- FRC examines the information contained in the application and submitted the documents and, if necessary, seeks from the client additional information or clarifications.
- FRC 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.

2.3 Evaluation

FRC performs evaluation activities related to the applicable certification scheme:

➤ For Type 1a:

Conformity granted to the type that can demonstrate compliance with the relevant standards and scheme type 1a where in the below is carried out:

- Detailed documents review for all the documents.
- Document review includes the check up for test reports parameters and results, done by 3rd party laboratory according to the specific technical regulations and applicable standards.
- Examine the technical documentation and supporting evidence to assess the adequacy of the technical design of the product.
- Verify that the product has been manufactured in conformity with the technical documentation.
- Evaluation the eligibility of the product for certification to assure compliance according to applicable scheme and standards.

➤ For Type 3

Conformity granted to the products that can demonstrate compliance with the relevant standards or schemes and are manufactured by an organization implementing an effective management system (through conducting audit visit) to ensure continuous compliance to the requirements of type 3 scheme wherein the below is conducted:

- Detailed documents review for all the documents.
- Initial audit visit to the facility within which the product is being manufactured to assure the management system adopted ensure manufacturing the products in accordance with the applicable regulation requirements.
- Evaluation the eligibility of the product for certification to assure compliance according to applicable scheme and standards.



➤ **Initial audit visit**

- The purpose of this on-site assessment is to ensure that the adopted management system by the client is effective and achieve its intended objective which is the production process manufacture products comply with the applicable scheme and regulation requirements.
- FRC will notify the client with an audit program and audit plan. The audit program illustrate the certification 3 years cycle and the audit plan shall include the composition of the audit team.
- When informed about the composition of the audit team, the client has the right to refuse in writing with reasons (e.g. its competitiveness is affected, or the safeguarding of the client's know-how, due to relationship of the auditor(s) with competitors, is at risk). In such cases, FRC will redefine the audit team.

2.4 Evaluation review and certification decision

Upon evaluation and evaluation review result, there are two possibilities:

- Product or management system evaluation shows full compliance with the applicable scheme and standards.
 - Certification decision will be made.
 - Granting the certificate of conformity.
 - The certificate of conformity will be registered in the directory.
- Product evaluation shows non-compliance with the applicable scheme and standards.
 - Rejection decision will be made.
 - FRC inform the client by an official rejection letter detailing the reasons.

2.5 Surveillance

- This stage concern only type 3 products.
- FRC conducts, at least, annual surveillance for the certified client to ensure the continuous effective implementation of the approved management system.
- Annual surveillance audits shall be announced at least 2 months prior to the audit date.
- If there are no samples of the certified products, neither in production nor in stock, FRC reserves the right to carry out additional inspections. The repeated lack of samples may lead to the suspension or revocation of the respective certificates.
- At the end of the audit, FRC communicates the result to the client; if the result is favorable, the validity of the certificate is conformed.
- If any non-conformity is found, FRC after adequate assessment takes the measures considered most suitable depending on the type and importance of the non-conformities. These include, for example:
 - Additional visit is requested (supplementary audit).
 - Increasing the number of samples inspected.
 - Suspension or withdrawal of the certificate.

3) SUPPLEMENTARY AUDITS:

- Supplementary surveillance audits with intervals of less than 12 months can be required by FRC if:
 - It is required to verify the implementation of a corrective action.
 - There is complaint, evidence, or indications that the product conformity is in doubt.
- The supplementary visits may be non-announced. If the client refused these additional verifications FRC will suspend the certificate of conformity immediately.

4) 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 FRC processes. Client's company will have all the advantages and benefits that maintaining a long-term partnership with FRC.



5) INVOICING TERMS:

- Affordable fees are charged to clients, for getting information about the fees contact FRC 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:
 - Supplementary audit.
 - Retest work: needed because of failure to meet test requirements.
 - The fee of investigation in the matter of problems resolution.

6) 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 FRC on 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 FRC for any changes to identify whether they affect certification.

- FRC, 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 FRC has notified the client accordingly.

7) CHANGES IN THE SCHEME AND STANDARDS:

- In case there is an amendment or changes in standards or scheme against which the product is certified, FRC 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.

8) 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 FRC 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.



9) FINANCIAL STATEMENT:

- FRC 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 FRC 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.
- FRC is a privately owned company that offers liability insurance. FRC possesses a gross amount as reserved capital deposit that secures its operations and assists its financial stability.

10) COMPLAINTS AND APPEALS:

- FRC 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 FRC's compliance with its policies, procedures, the requirements of FRC quality system. FRC is dedicated to the satisfactory resolution of complaints.
- Upon receipt of a complaint or appeal, FRC shall confirm whether it is responsible for its administration. FRC acknowledges receipt of formal complaints and appeals.
- Decisions regarding complaint/appeal are made and approved by authorized personnel from FRC provided that they are not involved in the certification activities related to the complaint or appeal.
- FRC 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.
- FRC takes action in accordance with the decision of the complaint or appeal.

11) 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 FRC.
- 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 FRC 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, FRC 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 FRC.
 - Comply with any requirements that may be prescribed by FRC 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 FRC and shall immediately be delivered to FRC upon request.
 - Not to use its product certification in such a manner as to bring the FRC into disrepute and does not make any statement regarding its product certification which FRC 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 FRC:
 - Stop within one week, or less, any use or advertising of the certificate of the present contract,
 - Return to FRC 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 FRC.
 - Bear responsibility to all complaints raised against him either directly to client or indirectly either to FRC 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 FRC when requested with the appropriate action taken to handle such complaints. In addition, if any complain received by client of FRC 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 FRC 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 FRC for any changes.
- Comply with the FRC's usage policy of the certificate of conformity (public available) and scheme owner.



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12. REVISION SHEET

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01 (05/05/2024)	00 (05/05/2024)	Initial release.	NA



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