

General terms and conditions

1. This agreement is made between **GCC Standardization Organization – Conformity Department – Certification Section**, and the company or organization (the "client"). This agreement is one time and to be accept the general terms and conditions mentioned in this agreement by client electronically while registration or updating the account in Mutabiq Platform.

2. Scope of Agreement

- 2.1 **GSO** agrees to provide the client with the service for the location(s) and the scope as detailed below:

Product under certification	Certification charges
Vehicle	3000 Saudi Riyals
Motorcycle	3000 Saudi Riyals
Tyre	1500 Saudi Riyals

The above charges are the certification fees and is exclusive of testing charges, witness testing charges, site visit charges, traveling, accommodation, local conveyance, visa, air fare etc. the manufacturer has to pay the additional charges extra at actual. In addition, the sample of tyres are selected randomly during the review application to be tested in the independent and accredited laboratory in Saudi Arabia, and all the charges of the delivering the samples and testing will be paid by the client / manufacturer.

- 2.2 The client agrees to the provisions of this Agreement and all attachments.
- 2.3 In order that **GSO** may provide the service, the client agrees to supply **GSO** with all the necessary information about their facilities.
- 2.4 Client requested service visit dates must be confirmed with **GSO** in writing.
- 2.5 Unless agreed to in writing, nothing expressed or implied between the client and **GCC Standardization Organization – Conformity Department – Certification Section** personnel are considered binding.
- 2.6 Client allows **GSO** to use its logo on their advertising and marketing material with consent from client.
- 2.7 **GSO** publishes list of **GSO Conformity Certificate** issued, suspended, withdrawn. The information includes details like, name, address and scope of the **GSO Conformity Certificate** and certification validity, if any. Client allows **GSO** to publish the details in this list.
- 2.8 **GSO** will provide its clients any changes that may take place to its certification requirements and the same will be verified by **GSO** for all its clients for compliance.
- 2.9 Client is to inform **GSO** any changes that may affect the capability of the certified products to continue to fulfill the requirements of the normative standard / GSO standard / National standard used for certification as per defined certification scheme e.g. Changes related to legal, commercial, organizational status of ownership, organization and management, address and sites, scope of operations under certified products, major changes to certified products and processes.
- 2.10 Any changes from the GSO will be announce on the Mutabiq platform including certification charges and clients are requested to implement the changes during the transition period.
- 2.11 In case of changes in the vehicle and motorcycle, the client provides the relevant records including test records, if any, for further evaluation, review and approval. Based on evaluation the decision is taken for incorporation of such changes in the certificate.

- 2.12 In case of mistakes in the certificate after the approval, the matter is taken up as mutually agreed for correction.

3. Terms of payment

- 3.1 Product certification charges quoted above in 2.1 is for per product and will remain fixed for a validity of the **GSO Conformity Certificate**. All fees quoted are exclusive of taxes, travel and sojourn etc. Any changes in "Certification Charges" will be notified atleast 6 to 12 months in advance to allow clients sufficient time to implement the changes.
- 3.2 The client agrees to pay fees on Mutabiq and upon confirmation of receipt of payment on Mutabiq, the application on Mutabiq will be processed. Without acknowledgment of the receipt of payment, the further activities will not be scheduled.
- 3.3 Fees for the testing charges, witness testing charges, site visit charges, traveling, accommodation, local conveyance, visa, air fare etc., to be paid in advance upon finalization of charges. Without acknowledgment of the receipt of payment, the further activities will not be scheduled.
- 3.4 **GSO Conformity Certificate** shall be issued only on clearance of all payments. The client agrees to reimburse **GSO** for the following as incurred:
- a) The demand invoice is generated and issued to the client, which is to be paid by client for auditing fee only.
 - b) The Air tickets, hotel etc. to be arrange by client as additional. As this will not be a part of demand invoice.
- 3.5 **GSO** is not responsible for unforeseen circumstances encountered during the delivery of the service which may require additional time or expense, and could result in our inability to complete the evaluation as specified in this agreement. **GSO** reserves the right to pass on to the client additional costs arising from services requested by the client which are not listed in this agreement.

4. Termination

- 4.1 This agreement is one time unless there are changes or revised in items and the agreement is valid till client continue to take services from the **GSO**.
- 4.2 Termination is possible only, when client wishes to stop taking certification services from **GSO**.
- 4.3 This agreement can also be terminated, if the certified client has failed to meet the requirements of the Rules for Certification and certification scheme.
- 4.4 In the event that this agreement is terminated, the **GSO Conformity Certificate** shall be deemed to be withdrawn and the client has to stop using the certification with immediate effect.

5. Liability

- 5.1 **GSO** or its personnel shall not have any liability to the client for any claim, loss, damage or expense resulting from, relating to or arising out of **GSO's** performance of the service except to the extent resulting from the negligence or willful misconduct of **GSO** or its personnel. In the event of any claim, loss, damage or expense incurred by the client as a result of the negligence or willful misconduct of **GSO** or its personnel in the performance of the service, **GSO's** maximum liability to the client shall be limited to the amount of the fees paid to **GSO** for the service under this agreement.

6. Force majeure

- 6.1 **GSO** shall not be liable in any respect should it be prevented from discharging such obligations

as a result of any matter beyond its control which could not be reasonably foreseen.

- 6.2 Force Majeure and Contingency Approvals: GSO shall not be held liable for any failure to discharge its obligations resulting from unforeseen circumstances beyond its reasonable control. In case of Force majeure, GSO shall, grant provisional approvals based on submitted documentary evidence, provided that the formal approval process is streamlined and finalized once the situation permits.

7. Law

- 7.1 The contract to which this agreement applies is governed by the **laws of Kingdom of Saudi Arabia**, and the parties submit to the jurisdiction of the **courts of Kingdom of Saudi Arabia**, and all notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the party and duly received by the client.

8. Indemnity

- 8.1 The client will indemnify and hold harmless **GSO** and its personnel from and against any and all liabilities, damages, claims, losses, costs and expenses (including reasonable attorney's fees) resulting from, breach of agreement or resulting from, relating to, or arising out of the misuse or alleged misuse by the client of any registration, **GSO Conformity Certificate** provided by **GSO** pursuant to this agreement.

9. Confidentiality

- 9.1 Except as required by law and the relevant accreditation authorities, **GSO** will treat as strictly confidential and will not disclose to any third party without prior written consent of the client, any information which comes into the possession of **GSO** or its employees in the course of providing the service.

Rules for Certification

1. The client facilities specified in this agreement must have implemented and documented all requirements for certified products, which complies with the standard as specified in certification scheme (GSO.RD.04).
2. Client has to fulfill the certification requirements continually, including implementing appropriate changes when they are communicated by the **GSO**.
3. Client has to ensure that all the product related requirements apply to ongoing production, the certified product continues to fulfill the product requirements.
4. Client has to make all necessary arrangements for;
 - a) conducting of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
 - b) investigation of complaints;
 - c) the participation of observers, if applicable;
5. Client makes claims regarding certification consistent with the scope of certification.
6. Client does not use its product certification in such a manner as to bring the **GSO** into disrepute and does not make any statement regarding its product certification that the **GSO** may consider misleading or unauthorized;
7. Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;

8. If the client has provided copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
9. Client has to ensure that in making reference to its product certification in communication media such as documents, brochures or advertising, the it complies with the requirements of the **GSO** or as specified by the certification scheme;
10. Client has to keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the **GSO** when requested, and to ensure that the client has;
 - a) taken appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
 - b) documented the actions taken;
11. Client has to inform the **GSO**, without delay, of changes that may affect its ability to conform with the certification requirements.
12. All records (test reports where applicable from the ISO/IEC 17025 accredited third-party laboratories where applicable for the claim of conformity) pertaining to the certified products must be made available to authorized **GSO** personnel including records of external complaints and remedial actions taken.
13. Access to all relevant business and production areas must be made available to authorized **GSO** personnel to ensure an effective and efficient evaluation and/or assessment including all documentation relating to the certified products for which evaluation is being undertaken. **GSO** will abide by all the safety and instructions as per the company guidelines during such site visits. The areas under the evaluation will be agreed between the manufacturers and **GSO** in advance enabling necessary arrangements in time.
14. The designated individuals must be appointed by the client to be responsible for ensuring that the certified products requirements are observed. The details of such personnel must be entered at the end of this agreement. Any changes to the designated individuals from the client will be communicated to **GSO**.
15. For any certified products the client must comply with the certification scheme requirements, mandatory legal or regulatory requirements, statutory requirements which apply to the client's facilities, production processes or services. The client maintains records of regulatory requirements that are applicable to the products and shall comply with the same. In the event of client (organization) conducting a violation of the legal / regulatory / statutory requirement, the client will inform **GSO** on its own, proactively and voluntarily. In case a violation of legal / regulatory / statutory requirement is observed during the course of evaluation and/or assessment, the evaluation and/or assessment team will notify the client's management of the violation. The client shall ensure and provide evidence to **GSO** that the appropriate authorities have been notified of the violation as per the prescribed procedures of the relevant authorities.
16. All significant changes to the client's organization, facilities, products, or services which may affect the certification or compliance to the evaluated and/or assessed standard must be communicated to **GSO**. This may require **GSO** to undertake further evaluation and/or assessment to review the impact of these changes on the certification as well as on product.
17. The frequency and duration of surveillance visits may be increased if a significant number of non-conformances or complaints are reported. The additional time (if any) shall be charged at the prevailing rates.
18. **GSO** certified products held by the client must be made available to authorized **GSO** personnel at each visit.
19. Appeals / complaints against any decision taken by **GSO** regarding the client's certification are

covered by a documented appeals procedure, complaints procedure which is available on **GSO** website.

20. The client must inform **GSO** of any significant non-conformances of which they are aware, through internal evaluation and/or assessment or other means. The client is responsible for the adoption of sound policies to maintain the reliability of their certified products. It should be understood that **GSO** is assessing the products and is not in any way certifying the effectiveness of the system of client.
21. If the client fails to maintain compliance with the requirements for certification, certification may be suspended or withdrawn at the discretion of **GSO**. A copy of the suspension and cancellation procedure is available on **GSO** Website. Upon suspension or cancellation of the certification the client will discontinue all advertising matter and stationery that contain any reference to the certification and on cancellation, will return all the **GSO Conformity Certificate**.
22. Client shall initiate actions against the issues raised by **GSO** for suspending the certification. He shall submit the evidences for actions taken to close out all the issues raised. Failure to comply with the suspension conditions shall escalate the suspension to withdrawal / deregistration / cancellation of certification.
23. The client certified products must include a provision, which makes it clear to its clients when it is supplying products not made under it.
24. **GSO** cannot guarantee the same Conformity Specialist / Conformity Engineer for subsequent visits / review / evaluation etc. The client can request in writing for change of Conformity Specialist / Conformity Engineers / team with appropriate reasons.
25. The client must only claim that it is certified with respect to those products for which it has been granted certification.

Certification process

1. Introduction

These rules have been prepared against criteria for competence set out in (2) below. The Scope of Accreditation issued by Accreditation body is an acknowledgement that **GSO** has the necessary expertise and ability to manage evaluation and/or assessments in those particular sectors.

Certification of certified products is not a statement by the **GSO** guaranteeing that the subsequent product actually meets specified requirements. Certification does not imply a view on the quality of subsequent products manufactured by manufacturer.

GSO is government organization.

2. Scope

GSO undertakes the evaluation and/or assessment, and certification of products manufactured by companies to the respective certified normative standard / GSO standard / National standards applied for. The client must agree to supply all necessary information to **GSO**. Subject to regulatory mandates set by **GCC region**, **GSO** may refuse to provide the service of evaluation and/or assessment, and certification of products in case of client business is out of accreditation scopes held by **GSO**, non-availability of competent staff with **GSO**, commercial reasons, reputation of client. The reason for refusing to provide the evaluation and/or assessment, and certification of products operated by companies to the respective certified normative standard / GSO standard / National standards applied for will be documented and communicated to the client in writing.

3. Personnel

GSO undertakes to provide suitably qualified personnel for all evaluation and/or assessment and surveillance work using their own staff or suitable qualified subcontractors. If requested by **GSO** the client will allow the presence of observers, trainee evaluators, technical experts as part of the evaluation and/or assessment.

All members of **GSO** (full-time employees or sub-contractors) are required to sign confidentiality agreements concerned with all confidential information to which they may be exposed at client premises. The client shall not be required to pay for the expenses / time of observers or those undergoing training.

The client has right to object to any Conformity Specialist / Conformity Engineer, if they perceive conflict to their interest. Client can raise their objection to GSO President, who shall review the potential impartiality threat and take necessary actions; however, the change cannot be guaranteed in case of no conflict perceived. They may be exposed to at client premises, through those communication, electronic or physical. Clients will have the right to review the confidentiality statements upon their request to GSO.

4. Product certification agreement

On acceptance of this contract, the client will sign this agreement and forward it as an acceptance of services to be provided by **GSO**. After receipt of request and payment, the project will then be allocated by the Certification Section Head to a suitable evaluation and/or assessment team comprising of (Conformity Specialist / Conformity Engineer), who will then carry out the evaluation and/or assessment in line with **GSO's** procedures.

5. Evaluation and/or assessment methodology

- a. The evaluation and/or assessment as carried out by **GSO** is to review of the client's documentation related to products with respect to the appropriate standard(s). This is to be performed at **GSO** office/remotely in conjunction with the client's representative.
- b. Once the adequacy of the certified products is ascertained, site evaluation and/or assessment date is agreed and an evaluation and/or assessment is carried out by the Conformity Specialist / Conformity Engineer(s). If further visits are required due to non-compliances found, these will be undertaken and extra charge will be incurred by the client. The on-site evaluation and/or assessment is carried out using specifications as well as normative standard / GSO standard / National standards for the products under certification and by interviewing relevant members of staff regarding their working practices and review of relevant records of products. The areas under the evaluation will be agreed between the manufacturers and GSO in advance enabling necessary arrangements in time.
- c. After certification, if the client changes anything in the product, which significantly affects the conformance to applicable certified products, applicable regulatory or statutory requirements or interested party requirements, then **GSO** must be informed. **GSO** reserves the right to re-evaluation and/or assessment, if necessary.
- d. Carryover evaluation and/or assessment could be required at discretion of **GSO** prior to the expiry of current **GSO Conformity Certificate**.

6. The detail of the certification process is also available on web site www.gso.org.sa.

7. Certification

On completion of the on-site evaluation and/or assessment the Conformity Specialist / Conformity Engineer reports to the Certification Section Head. On receiving a report stating that the client's certified product meets the requirements of the relevant standard(s) and approval by Certification Committee, the **GSO Conformity Certificate** is issued. The **GSO Conformity Certificate** remains the property of **GSO**. Providing the client maintains the certified products to the required standard, the validity of the GSO Conformity Certificate is described at the end of this paragraph. Carryover evaluation and/or assessment is to be carried-out prior to the expiry of

the **GSO Conformity Certificate** at extra cost and the findings raised in the Carryover evaluation and/or assessment will need to be closed and certification decision needs to be taken prior to the expiry of the current **GSO Conformity Certificate**.

The validity of **GSO Conformity Certificate** is as below:

- 7.1 In case of Vehicle the term (validity) of the certificate is based on the model year. As soon as the model year changes, the certificate will not be valid for those products. For next model year, carryover certificate is required. The products manufactured for the model year will be considered as certified product even in the following years.
- 7.2 In case of tyre, the certificate is valid for one year from the date of issue. Then renewal at every year called carryover.
- 7.3 In case of motorcycle, the certificate is valid up to the expiry date mentioned on the certificate. Then renewal at every year for new model year.

8. Surveillance

After the issue of a **GSO Conformity Certificate**, to maintain continuity, surveillance visits will be carried out. If areas of concern are identified, more visits may be carried out at the discretion of the Certification Section Head. The client agrees to meet the extra costs relating to such increased surveillance. Any changes to scope, such as type of product, normative references etc. must be communicated to **GSO**.

The Surveillance evaluation and/or assessment will be carried-out as per certification scheme published officially in consultation with the industry and other stakeholders. Failure to comply with this will lead to **GSO Conformity Certificate** suspension and further to withdrawal and client deregistration.

9. Extension to the scope of registration (Where applicable)

This may be applied for in the same way as the initial evaluation and/or assessment, indicating the increased scope of registration being required. Evaluation and/or assessment will be carried-out in the areas not previously evaluated. If successful, a new **GSO Conformity Certificate** indicating the new full scope will be issued by **GSO**. There will be a charge for extensions to scope and re-issue of the **GSO Conformity Certificate**. The future surveillance days will be accordingly amended. The areas under the evaluation will be agreed between the manufacturers and GSO in advance enabling necessary arrangements in time.

10. Short notice evaluation and/or assessments

GSO may, when necessary, conduct short notice evaluation and/or assessments or unannounced evaluation and/or assessments to investigate complaints, or in response to changes, or as follow up to suspended clients.

11. Reduction in scope of GSO Conformity Certificate issued

GSO shall wherever applicable reduce the scope of certification, if during the time of routine surveillance evaluation and/or assessments or Carryover evaluation and/or assessments it finds that the certified client has continually / seriously failed to meet the certification requirements for those parts of the scope of certification. The reduction in scope will be approved by the Head of Certification Committee. The areas under the evaluation will be agreed between the manufacturers and GSO in advance enabling necessary arrangements in time.

12. Publicity

Once a **GSO Conformity Certificate** has been issued, the client has the right to publish the fact. The relevant logos can be used on its stationery relating only to the evaluated scope of registration and the relevant part of the standard. All conditions of the policy on use of certificate (GSO.RD.01) issued along with the **GSO Conformity Certificate** will need to be followed.

13. GSO Conformity Certificate Misuse

GSO will take all reasonable precautions to see that there is no misuse of their **GSO Conformity Certificate** in client advertising etc.

14. Suspension

GSO shall initiate the suspension process based on the following reasons:

- Effective corrective action for the nonconformance is not implemented within agreed time period.
- Improper or misuse of the **GSO Conformity Certificate**,
- Client ceases to supply product as per the requirements for an extended period of time.
- Client's certified products have persistently failed to meet any of the requirements for certification including requirements for the effectiveness of the certified products.
- Client fails to meet financial obligations to **GSO**.
- Client is unable or unwilling to ensure conformance to revisions of standards.
- Existence of a serious complaint, unresolved after sufficient notice to the client, or a large number of second- or third-party complaints, which indicate that the certified products are not being maintained.
- Client does not allow routine surveillance / Carryover to be conducted at the required frequency subject to the published procedures.
- Client does not comply with the deadlines set by **GSO** to upgrade to the latest revision of normative standard / GSO standard / National standards for the products certified.
- Client voluntarily requests for suspension.
- During the period of suspension, the client shall not advertise or promote their certification mark.

The Suspension period will be for a maximum period of six months, after which the **GSO Conformity Certificate** will be withdrawn if the conditions for placing the **GSO Conformity Certificate** under suspension is not met. If the conditions for suspension are met then the **GSO Conformity Certificate** will be restored.

15. Deregistration / Withdrawal / Cancellation

GSO shall deregister / withdraw or cancel the **GSO Conformity Certificate** on the following grounds:

- The client fails to take effective corrective action within six months of suspension for any of the reasons given above.
- Client makes a formal request to withdraw certification.
- Infringement by the client of any contractual conditions between the client and **GSO**.
- Client will be deregistered on expiry of the current **GSO Conformity Certificate** unless Carryover evaluation and/or assessment have been successfully completed.
- Client can be deregistered upon expiry date of the current standards in which there are revisions in the standards.
- In case a client has certification to multiple standards, based on the reason for suspension / withdrawal, Certification Section Head of **GSO** will decide the impact of continuation of certification of other standards not affected by suspension / withdrawal and re-issue the

relevant **GSO Conformity Certificate** in case of withdrawal.

16. Changes in the standard

Any changes in the normative standard / GSO standard / National standard against, which the product is certified must be implemented as agreed by GSO after changes in the standard.

17. Appeals Procedure

If for any reason a client is not in agreement with the Conformity Specialist / Conformity Engineer's verdict after an evaluation and/or assessment, Carryover or a surveillance visit, including suspension or withdrawal of a **GSO Conformity Certificate**, they are at liberty to lodge a written appeal with the GSO President of **GCC Standardization Organization – Conformity Department – Certification Section**. All appeals will be held in the presence of an Appeal committee (the present impartiality committee will be considered as appeal committee). The committee will hear evidence from the client's representatives and the relevant Conformity Specialist / Conformity Engineer as well as decision of certification committee. The decision of the committee is final and binding on both the client and **GSO**. No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

The actions in response of a complaint and appeal will be recorded by the GSO President and will be held under confidentiality and communicated to respective appellant / complainant.

Appeals will be handled as per the appeals handling procedure.

18. Complaints against GSO personnel

If a client or anyone has a complaint regarding any employee of **GSO**, this should be sent in writing to the GSO President of **GCC Standardization Organization – Conformity Department – Certification Section**. If the complaint involves the GSO President then the complaint is to be addressed to the Board of Directors of **GSO**. The complaint shall be handled as per **GSO's** defined complaint handling process.

19. Liability

Neither **GSO** nor any of its promoters, employees, Conformity Specialist / Conformity Engineers or subcontractor's warrants the accuracy of any evaluation and/or assessment, review, information, certification, service or advice supplied. Except as stated in this document, neither **GSO** nor any of its promoters, employees, Conformity Specialist / Conformity Engineers or subcontractors shall be liable for any loss, expense or damage however so sustained by any company, client or person due to any act whatsoever taken by **GSO** or its promoters, employees, Conformity Specialist / Conformity Engineers or subcontractors, save to the extent that any attempted exclusion or liability would be contrary to law.

20. Accreditation body witnessed evaluation and/or assessments

It is a condition of the rules of registration that all **GSO** certified clients should, if requested, allow, Accreditation Body Conformity Specialist / Conformity Engineers to visit the client premises / witness **GSO** staff carrying out their evaluation and/or assessments. Failure to allow this could jeopardize the client's registration.

21. Authorization

We hereby authorize the followings personnel to access GSO services on behalf of [\(Manufacturer\)](#) for submitting the conformity certificate request for [\(Vehicle/Motorcycle/Tyres\)](#).

Manufacturer Details:

Name:

Country of origin:

Address:

Website:

Authorized Signatory Details:

Full Name:

Job title:

Department:

Phone:

E mail:

Authorized Person Details:

Full Name:

Job title:

Department:

Phone:

E mail:

GSO reserves the right to change these rules of registration herewith without prior notification.

Signed by:

(Name, signature and seal of client organization)

Signed on: