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Quotation for the certification process of Saudi Arabia Conformity Assessment Program SALEEM for product exports to Saudi Arabia

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1. SCOPE OF THE OFFER

The following offer describes the technical and economic conditions for the certification process associated to the SALEEM certification process for exports to Saudi Arabia of all products included in the following regulation published by "Saudi Standards, Metrology and Quality Organization" (SASO):

Applicable TR



ASTC is authorized by SASO, under the SALEEM program, to participate in the certification process required for exports to Saudi Arabia.

2. CONFIDENTIALITY

ASTC will maintain confidentiality of all data and information to which it might have access as a consequence of its activity.

3. TECHNICAL CONDITIONS

- **Reference Standards and documents:**

- SALEEM program conformity assessment procedure
- TR applicable to each product
- Specific SASO, ISO, EN or UNE standards applicable to each product
- Decree n° 6386 issued by the Ministry of Commerce and Industry of Saudi Arabia (MOCI), from August 4th 2004
- Procedure for the SABER software - <https://saber.sa>

- **Certification agreement requirements**

- client will always fulfil the certification requirements and will implementing appropriate changes when communicated by ASTC;
- When certification type is 3 (textiles for childrens amd spare parts, the certified product have to continue fulfil the product requirements;
- Client Will make all necessary arrangements for conducting the evaluation and surveillance including provision for examining documentation and records, and access to the relevant equipment, locations, areas, personnel, and subcontractors, to investigate complaints and to let the participation of observers of ASTC, if applicable.
- Client shall only make claims regarding certification consistent with the scope of certification.

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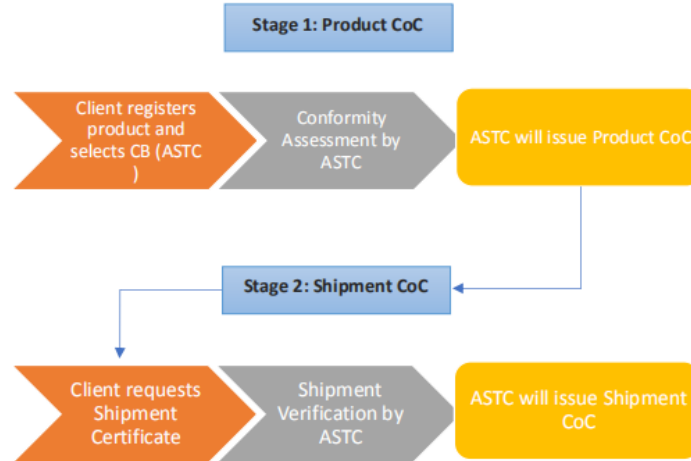
- Client shall not use its product certification in such a manner as to bring ASTC into disrepute and does not make any statement regarding its product certification that may be considered misleading or unauthorized;
- Upon suspension, withdrawal, or termination of certification, the client must stop the use of all advertising matter that contains any reference thereto and takes action as required by ASTC;
- If copies of the certification documents are provided to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
- When making reference to its product certification in documents, brochures or advertising, the client shall comply with the requirements of ASTC or as specified by the certification scheme;
- Client shall comply with any requirements prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
- Client must keep record of all complaints related to compliance with certification requirements and makes these records available to ASTC when requested. He shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification and shall document the actions taken;
- Client will inform ASTC, without delay, of changes that may affect its ability to conform with the certification requirements.

- **Certification process:**

The Saudi Product Safety Program (SALEEM) ensures the quality and safety of products imported into the Kingdom of Saudi Arabia. In order to achieve this, SASO has created a new platform called SABER: (<https://saber.sa>) which will work as link for the processes of registering products, selecting an authorized certification body, such as ASTC, and for the issuance of the Conformity certificates for both products and shipments.

This new certification program requires several steps in order to obtain the product conformity certificate and afterwards the certificate for each shipment, as per the following image:

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1. Registering information into the SABER platform

The process is started through the SABER platform, by registering the information for each importer and the products included in the import shipment, indicating the Brand, model, manufacturer, etc.

After classifying the product, the platform will state the applicable regulation for each product and will allow the importer to choose ASTC as an authorized body for the certification process. At that point, the system will invoice the importer for the cost of the technical review and issuance of the annual product certificate.

This part of the process is outside of the scope of certification bodies. However, ASTC can, upon request, help importers by taking care of registering all the information in the SABER system and thus simplifying the certification process and the communication between importers and manufacturers.

- Application for registration with the models that the importer wants to be register. (Annex 2)
- Commercial registration certificate.
- Password and ID of the importer SABER account (if the importer doesn't have one, ASTC will make it for them).
- Products images:
 - A clear image of the product label
 - A clear image of the product barcode/QR code
 - An image shows the identity and the shape of the product, an image of each model (if any)
 - An image of the trademark
 - An image of energy efficiency label (if any)

2. Technical review /Certification process

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ASTC will receive a notification through the SABER system. After reviewing the product information, the necessary conformity assessment activities are performed in accordance to the regulation for each product.

For the HS code: xxxx the applicable regulation XXX, requires a Type xxx certification scheme, which involves the following requirements:

- Technical document review:
 - Supplier's (Importer) declaration of conformity
 - Test reports from accredited laboratory
 - Instruction manual (English and Arabic).
 - Industrial license
 - Products images:
 - A clear image of the product label
 - A clear image of the product barcode/QR code
 - An image shows the identity and the shape of the product, an image of each model (if any)
 - An image of the trademark
 - An image of energy efficiency label (if any)

ASTC can manage the mentioned documents with the importer and/or the manufacturer. If the manufacturer performs the production site Audit, it will comply with the SALEEM requirement for all subsequent shipments to Saudi Arabia during a year, even if it does not involve the same importer.

After these steps have been completed, ASTC will confirm the product certification through the SABER platform.

3. Annual product certificate

Once the product certification has been confirmed by ASTC, the conformity certificates will be issued online by the SABER platform, with a duration of 12 months.

4. Shipment certification

For every export shipment, the details must be registered in the SABER platform: invoice, port of origin and destination, product, quantity, etc. Consequently, the shipment conformity certificates will be issued online, as long as the product certificates associated with the shipment are still valid.

4. ECONOMIC CONDITIONS

The following table includes the fees which will be invoiced automatically through the SABER platform:

EVALUATION ACTIVITIES invoiced through the SABER platform	Cost
Issue of the annual product certificate through the SABER platform	525 SAR/product certificate

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Issue of the shipment certificate through the SABER platform		525 SAR/shipment certificate	

The value and invoice process of these activities is outside of the responsibility or control of ASTC. The Saudi Arabian authorities can modify these items and their value.

On the other hand, there are other activities, managed and invoiced directly by ASTC:

ASSESSMENT ACTIVITIES not performed automatically the SABER system	Cost
Technical review: <i>Solicitud, documentación técnica, etc.</i>	2000 SAR/application

The present offer will remain valid for 3 months from the date of issue. Once accepted, its conditions will apply for 12 months, as long as the Saudi authorities do not modify the process and/or the applicable fees, in which case the client will be informed prior to rendering further services.

The present offer has been presented on the assumption that all products object of the export shipment fulfill the applicable standard requirements, as evidenced by the necessary certification, reports and testing. Any testing required as proof of compliance with applicable regulation is not included in the present offer.

Additionally, ASTC can provide a "help service" for exporters requiring aid to manage their information in the SABER platform:

ADDITIONAL ACTIVITIES	Cost
Account handling service - SABER platform	60 SAR / per shipment certificate

5. INVOICING AND PAYMENT

After the audit has been performed, one invoice, in Euro, will be issued to the manufacturer. Any currency exchange will be calculated on the applicable rate at the date of issuance of the certificate

Payments will be performed by cash or check upon reception of the corresponding invoice.

6. GENERAL CONDITIONS

- The Saudi Arabian authorities will carry out random controls of the merchandise that enter the country. In these controls, the product and the label will be verified, and samples may be taken for conformation tests. ASTC is not responsible for any delay or actions that could originate from this control.

- In compliance with the current law of Prevention of Occupational hazards, regarding the coordination of the

company activities, the client agrees to facilitate the interchange of preventive information (prevention plan of occupational hazards, prevention methods and emergency information) in relation to the risks that could be encountered during their stay in the facilities and the equipment designated by ASTC when providing the services ordered.

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• Where ASTC accessed personal data whose processing is the responsibility of the client, according to the General Data Protection Regulation (Regulation EU 2016/679) and relevant current regulations, ASTC agrees to use the personal data subject to processing only for the purpose indicated in the contract, to process them in accordance with the specifications of the data controller, to maintain a written record of all the processing activity categories done on behalf of the data controller, and to not disclose the data to third parties, except with the express authorization of the data controller, as stipulated by law.

• Where ASTC must transfer personal data to a third country or to an international organization, under European Union Law or the applicable Law of the Member States, it will inform the data controller of that legal requirement ahead of time, unless the Law in question forbids it for reasons of public interest.

• ASTC agrees not to outsource any of the provisions that make up the purpose of this contract involving personal data processing. Should it be necessary to outsource any data processing activity, this must be previously communicated in writing to the data controller, indicating the processing activities that need to be outsourced and clearly and unequivocally identifying the subcontracting company and its contact details.

• ASTC will maintain the duty of secrecy regarding the personal data to which it has had access under the present commission, even after its purpose has ended; will guarantee that the people authorized to process the personal data commit, expressly and in writing, to respect confidentiality and to fulfill the corresponding technical and organizational measures; will keep the supporting documentation showing compliance with the requirement outlined in the previous section for consultation by THE CLIENT; and will guarantee that the people authorized to process personal data have received the necessary training on personal data protection.

• ASTC will give support to the data controller when carrying out data protection impact evaluations, when applicable, and to the data controller when carrying out consultations prior to the control authority.

• ASTC will provide the data controller with all the information necessary for demonstrating fulfillment of its obligations; will allow the data controller or another auditor authorized by the data controller to carry out audits and inspections, when justified; and will implement security measures in accordance with the findings of the risk evaluation.

• ASTC will inform the data controller of the Data Protection Officer's identity and contact details and return the personal data and support documents where the data appears to the data controller, where applicable and upon completion of the contracted service. Returning the personal data must entail complete deletion of all existing data in the IT equipment used by ASTC. Nevertheless, ASTC can keep a copy with the data duly blocked for as long as any responsibilities resulting from performing the contracted service may arise.

• Furthermore, the client ensures that all data are always legitimate, that they have been obtained legally and that, prior to their access by ASTC, they were collected with the pertinent consent from the people to whom the data belongs. The provisions in this section shall be without prejudice to the legal obligation of ASTC derived from the processes of accreditation to keep the information used as a result of the issuance, monitoring and revision of certificates.

• In compliance with the provisions in the General Data Protection Regulation, the client gives its consent for the processing of its personal data for the purposes derived from the contractual relationship with ASTC and representatives, in accordance with the aforementioned Regulation and any other applicable regulations. Both parties are aware that, with regard to the personal data collected as a result of signing the contract, all may exercise their rights of access, rectification, erasure, opposition and restriction of processing using the addresses set out at the beginning of this contract.

• Similarly, THE CLIENT must hand over all data to ASTC for the provision of service and can ensure compliance with the General Regulation on the part of ASTC both before and during all data processing. If legally obliged to do so, THE CLIENT must carry out an impact evaluation on the processing operations affecting personal data protection

• During the inspection, ASTC. promise to uphold a civil responsibility policy.

• Nevertheless, the total amount that ASTC will assume to the CLIENT for the sum of all the individual damage and therefore on the basis of the damages that occur as a consequence of providing this contracted service, that could have consequences for the contracted inspection, it would never be in any case greater than the total amount paid by the CLIENT to ASTC for the service in question provided.

• Those damages that are produced either directly or indirectly due to unforeseeable circumstances or force majeure will not be in any case imputable to China, so for this reason they will not compensate the CLIENT for such actions.

• ASTC. will not assume their liability to the CLIENT for consequential or indirect damages of any type, independently of where and when these are produced/occurred, damages related to the loss of income, interest, benefits, business opportunities, commercial reputation in the market or costs caused by the withdrawal of product, etc.

• Client shall always fulfill the certification requirements, including implementing appropriate changes when they are communicated by ASTC;

• Client shall ensure that the certified products continue to fulfill the certification requirements, should the certification applies to current production;

• the Client makes all necessary arrangements for:

• the conduct of the evaluation and surveillance, including provision for examining documentation and

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records, and access to the relevant equipment, location(s), area(s), personnel, and Client's subcontractors;

- investigation of complaints;
- the participation of observers (e.g. Accreditation Bodies Assessors, Trainee Auditors, Regulatory Bodies Inspectors, etc.);
- the Client makes claims regarding certification only for certified products included in the scope of certification;
- the Client does not use its product certification in such a manner as to bring ASTC into disrepute and does not make any statement regarding its product certification that ASTC may consider misleading or unauthorized. Any Incorrect references to the certification system or misuse of Certificates of conformity will not be tolerated by ASTC and will be dealt with by suitable action as stated in the Certification Scheme;
- 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 ASTC policy and procedure on suspension, withdrawal, or termination of certification (e.g. the return of certificates of conformity);
- if the Client provides copies of the certificates of conformity to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
- in making reference to its product certification in communication media such as documents, brochures or advertising, the Client complies with the requirements of ASTC as specified by the Certification Scheme;
- the client complies with any requirements that may be prescribed in the certification scheme relating the use of marks of conformity, and on information related to the product;
- the Client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to ASTC when requested, and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification, and documents the actions taken;
- the Client informs ASTC, without delay, of changes that may affect its ability to conform with the certification requirements, namely the legal, commercial, organizational status or ownership, organization and management (e.g. key managerial, decision-making or technical staff), modifications to the product or the production method, contact address and production sites, major changes to the quality management system.
- ASTC. assumes no responsibility, so no liability would be claimed in the event of losses, damage, or costs that could derive directly or indirectly from complaints, client demands or third parties requests (including, without

any restrictions, complaints due to defective or risk products) which the CLIENT could have incurred.

- All complaints that THE CLIENT intends to make to ASTC for any damage suffered as a consequence of the execution of the contract should be notified by THE CLIENT to ASTC . via written communication within ten calendar days after the date when the damage was caused. The parties agree that the lack of notification in the period stated in the reference written communication will mean that the CLIENT cannot make a claim to ASTC, permanently, for the damage caused.
- ASTC will only carry out the inspection according to the documents, samples and information that THE CLIENT sends, thus the client will be the only responsible party for the freight merchandise. As a consequence, ASTC. will not assume any responsibility to the CLIENT or to third parties for actions taken or not taken with regard to the documentation sent by THE CLIENT, or for incorrect results that arise from incomplete, false, incorrect, erroneous or confusing data that does not belong to ASTC
- THE CLIENT is obliged to hold ASTC, their workers, agents or subcontractors exempt from all the complaints made by third parties caused by loss, damage, costs of any cause, including legal costs related with the inspection of the contract.
- In case that SASO introduces new or revised requirements that affect the client, ASTC shall ensure these changes will be communicated to the CLIENT.
- The client will not use its product certification in such a manner as to bring ASTC into disrepute and will not make any statement regarding its product certification that ASTC may consider misleading or unauthorized.
- If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety.
- The client shall inform the certification body, without delay, of changes that may affect its ability to conform with the certification requirements.
- This Agreement shall come into force on the day of its signature and for the duration of three (3) years with a review each year.
- At the expiry of the above duration of three (3) years, and if it is not terminated under clause (8) below, the duration of this Agreement by implied consent will continue by way of renewal from year to year unless otherwise stated By ASTC.
- To renew the certification, the Client shall submit a re-certification application at least six (6) months prior to the expiry date of current certificate of conformity.
- The Client gives consent to ASTC to outsource any certification activity related to its certification application according to the confidentiality and conflict of interest policies of ASTC.4.1ASTC makes its services accessible to all applicants whose activities fall within the scope of its operations.
- Access to the certification process is not conditional upon the size of the client or membership of any association or group, nor the certification is conditional

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upon the number of certifications already issued. There are no undue financial or other conditions. However, ASTC can decline to accept an application or maintain a contract for certification from a client, when fundamental or demonstrated reasons exist, such as the client participating in illegal activities, having a history of repeated non-compliance with certification / product requirements, or similar client-related issues.

- ASTC confines its requirements, evaluation, review, decision and surveillance (if any) to those matters specifically related to the scope of certification. ASTC will be responsible for the management of all information obtained or created during the performance of certification activities. Except for information that the Client makes publicly available, or when agreed between ASTC and the Client (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential.

- When ASTC is required by law to release confidential information, the Client shall be notified of the information provided unless prohibited by law.

- The Client gives consent to ASTC to make publicly available information on certification granted, maintained, suspended or withdrawn, namely its registration in the HC customer reference list, use and/or publication of its company name and logo, in addition to the registration and publication of certified products in HC internet sites, databases or publications. (e.g. certified products directory).

- ASTC will also make the following information publically available towards information and publicity materials, company brochures and introductory letters: description of the means by which ASTC obtains financial support and general information on the fees charged to applicants and to clients; description of rights and duties of clients, including requirements, restrictions or limitations on the use of ASTC' s name and certification granted; description about procedures for handing complaints and appeals.6.1The Client agrees to pay ASTC the fees, costs and charges as stated in Budget for the SABER certification.

- ASTC may vary the certification fee in proportion to its increased costs should the operation of the Client increase in volume or be materially or substantially different to that at the commencement of this Agreement. Whether a cost increase is required will be within the sole discretion of ASTC.

- Cost incurred pertaining to short notice audits shall be borne by ASTC however costs pertaining to the initial audit, surveillance audit, follow-up audit and re-certification audit shall be for the Account of the Client.

- The Client accepts and authorizes ASTC to issue the invoice for certification fees, before the certificate of

conformity issuance, due within 15 days from its issuance date.7.1ASTC is responsible for the material damages suffered by the Client in connection with the provision of certification according to the present Agreement.

- The claims by the Client cannot exceed the maximum amount established in the Professional Liability Insurance covering such risks. The Client is entitled to make any complaints against any process during the certification period or appeals against decisions in accordance with ASTC procedure related to complaints and appeals. Those procedure are listed in certification scheme.9.1Either one of the parties may terminate this Agreement by notifying the other in writing by registered delivery three months before the expiry of the current year, of its intention to terminate this Agreement.

- Apart from the cases expressed by law, the hereby Agreement will be terminated with immediate effect and hence entailing the revocation of the issued certificates of conformity (if any) in case of:

- Late payment of due amounts, if later than thirty (30) days from the invoice date;

- After 6 (six) months from the contract signing, in case the Client is not able to meet and respect Certification requirements;

- Failure of Client' s commitments stated in clause (1).

- Where deemed appropriate, ASTC shall be entitled to temporary suspend the certification until the raised non-conformity (if any) are satisfactorily closed.

- Should the events of this clause occur the Client shall send back to ASTC within fourteen (14) days of termination, all the documents in its possession relevant to certified products.

- ASTC has right to make client under surveillance and has right to make an unannounced inspection towards both clients and products. Once find any non-conformity during the whole period of surveillance, ASTC has right to take action on withdrawal of the certification.

- Any dispute relating to this Agreement shall be referred to the Court of Hangzhou Yuhang District People' s Court.

- This Agreement shall be governed by The laws of People' s republic of China.

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ANNEX 1

ACCEPTANCE OF THE OFFER

**On behalf of, the company:
with Tax number:
and registered offices:
legally represented by:**

Name :

ID :

Position:

accepts in all their terms the offer number xxx and verifies the accuracy of the data and acknowledge and agree to be bound to comply with that specified in the current contract.

I have read the 9 pages of the current offer, both parties agree with the terms of the offer and sign as conformation of acceptance, in duplicate and to one single effect, at the place and time shown.

THE CLIENT

ASTC Office

Sgn.

Date.

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ADDITIONAL DATA TO BE FILLED OUT BY THE COMPANY

Contact Person for the communication and sending of correspondence with ASTC:

Name and Surname Position

Address Post Code

Town County Country

Telephone. Fax e-mail

Contact person for invoicing:

Name and Surname Position

Address Post Code

Town County Country

Telephone Fax e-mail

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ANNEX 2

APPLICATION FOR PRODUCT REGISTRATION SABER PLATFORM

IMPORTER INFO			
COMPANY NAME			
FACILITY TYPE			
COMMERCIAL REGISTRATION NO.			
VAT TAX REGISTRATION NO			
ADDRESS			
PHONE		MOBILE	
E-MAIL ADDRESS			
CONTACT PERSON			
SIGNATURE		STAMP	

NO.	HS CODE	PRODUCT NAME	BAR CODE	MODEL NUMBER	TRADE MARK	MANUFACTURER NAME/COUNTRY OF ORIGIN
1.						
2.						
3.						
4.						
5.						