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Product Certification Service Agreement

This Product certification services agreement, dated and effective from **date**, is made and entered into by and among Ravi Energie Pvt Ltd (here in after called as "**REPL**") having its Registered Office at: S-15 A/B, Indiabulls Megamall, Jetalpur Road, Vadodara – 390020, Gujarat, India, and Write name of the client having its Registered Office at _____ (here in after called as "Client) hereby agree that such services shall be provided by REPL based upon and subject to the following terms and conditions.

1. General Requirement:

The client whose products are assessed by REPL and found to meet the SASO product certification requirements will be issued product certificate. Thereafter the client will be required to undergo successful surveillance assessments as stipulated.

Requirements:

1.1 The client shall provide the clear and unambiguous evidence that the certification requirements are met. (requirement that relates directly to a product, specified in SASO, ISO, IEC standards or in other normative documents and notices identified by the SASO certification scheme).

1.2 The client shall inform the REPL, without delay, of the changes that may affect its ability to conform to the certification requirements whether it is product or process.

Changes may happen for the followings:

- 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
- Anything that may have adverse impact on quality and conformity

1.3 Client will provide the all-necessary access to the REPL to examine documents, records, relevant equipment, location(s), area(s), personnel, and client's subcontractors, including investigation of complaints (action taken on complaints) and the participation of observers (if any).

1.4 The client shall maintain a complaint system for all customer complaints, including a system for correcting those complaints. Keeps a record of all complaints made known to the client relating to the compliance with certification requirement and to make these records available to REPL when requested and take appropriate action with respect such complaints and any deficiencies found in products, processes or services that effect compliance with requirements for the

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Approved By Technical Manager

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certification, document the actions taken. Verification by REPL is performed only when the certification scheme mandates it.

1.5 The client shall endeavour to ensure that no certificate, report, certification marks or logos (SASO, GSO, REPL) nor any part thereof is used in a misleading manner.

1.6 The client shall ensure no use of the certification marks or logos made available as a result of certification and make no statements referring registration on withdrawal of certificate by REPL, which could be misleading or unacceptable to REPL or SASO. In-case of product certification, the certification mark is affixed only to products covered under the scope of certificate in the prescribed design, size and color after the completion of registration (not prior to the certification).

This applies to each certified product, product packaging and advertisements or on information accompanying each product, if applicable.

The client shall make claims regarding certification only respect to the scope for which certification has been granted.

1.7 The client agrees, in case of any disputes/issues, to go through appeal procedure of REPL and not to file any suit or case or proceedings against the REPL directors or management or its personnel in any court of law.

1.8 The client agrees not to use its certification/ product certification in such a manner that would bring REPL, SASO or the certification system into disrepute and loose its public trust and does not make any statement regarding its product certification which may be considered misleading or unauthorized.

1.9 The client shall discontinue its use of all advertising matter that contains any reference thereto and takes action as required by the SASO certification scheme (e.g., the return of certification documents) and takes any other required measure upon suspension, withdrawal, or termination of certification.

1.10 The certification documents shall be reproduced in their entirety when the client provides copies to others.

1.11 The client shall comply with the REPL's and the SASO certification scheme's requirements when referencing its product certification in communication media such as documents, brochures, or advertising.

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1.12 REPL shall only issue the permission to use and display of licenses, certificates, marks of conformity (SASO logo, REPL logo, GSO logo, SABER logo, QR code) against the certification scheme after satisfactory completion of the certification or surveillance process.

1.13 If additional evaluation tasks are required to complete the certification process, clients will cooperate with the additional process requirement and the charges for the additional evaluation activities.

1.14 If evaluation requires the testing of the products for granting the certification. Client shall bare the charges for the same.

1.15 REPL can terminate (by the request of public at large), withdraw, suspend and reduce the certification if any misleading of the REPL's and SASO certification scheme requirement. REPL shall take actions specified by the certification scheme and complete the modification of documentation that shows the product is no longer certified.

1.16 Surveillance audit shall be conducted as per certification scheme requirement. (e.g., to continue to use of mark on the products surveillance audit is compulsory). Client shall co-operate with particular requirement.

2. Liability:

2.1 Except, in the case of deliberate neglect on the part of REPL, any type of direct or indirect liability of the Client to any stake holder for any reason shall not be transferred by the Client to REPL.

2.2 In the case of neglect, as aforesaid, the limit of any loss, damages or otherwise, REPL's liability shall be limited to a maximum amount arithmetically calculated as "(100 X Amount charged and received as Service Charges by REPL whichever is less)", for the particular service in respect of which the neglect arose. To clarify further no amount paid or payable towards travel/ stay and other expenses shall be taken in to consideration for such a claim.

2.3 No claim including claims for damages as above shall be payable by REPL after one year of such an incident irrespective of its time of cognizance. If such a claim is raised by any of the stake holders including public, after one year of incident, it will be the liability of the Client to settle and liquidate such claims.

2.4 REPL shall not be liable in any respect, as a result of any matter beyond its control which could not be reasonably foreseen.

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3. Client shall also draft and agree all its contracts with all other stake holders taking care of the clauses as per 2.1, 2.2, 2.3 and 2.4 as above flawlessly. REPL shall:

3.1 REPL shall be responsible, through legally enforceable commitments 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 the REPL 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. REPL shall inform the client, in advance, of the information it intends to place in the public domain.

3.2 Publicly available information:

REPL shall maintain (through publications, electronic media or other means), and make available upon request, the following:

- I. information about (or reference to) the certification scheme(s), including evaluation procedures, rules and procedures for granting, for maintaining, for extending or reducing the scope of, for suspending, for withdrawing or for refusing certification;
- II. a description of the means by which the REPL obtains financial support and general information on the fees charged to applicants to clients;
- III. a description of the rights and duties of applicants and clients, including requirements, restrictions or limitations on the use of the REPL's name and certification mark and on the ways of referring to the certification granted;
- IV. Information about procedures for handling complaints and appeals.

3.3 Notify the client of any complaints received by REPL relating to the quality of the company's products, processes and services.

3.4 Ensure that all assigned assessors of REPL sign an Assessor Contractual Agreement and a Confidentiality and Non-disclosure agreement.

3.5 REPL shall inform the client at least 15 days in advance of any other information it intends to place in the public domain (other than the scope, location, suspension/withdrawals). All other information except this and above shall be considered confidential.

3.6 REPL shall give its clients the detailed description of the initial, continued certification activities, including the application, initial, surveillance and the process of granting, maintain, reducing, extending, suspending, withdrawing certification and re-certification due notice of any changes to its requirements for certification and updating of requirements and shall ensure that the clients implement these requirements in a time bound manner.

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3.7 Inform the client, when confidential information is made available to accreditation bodies or other regulatory bodies or courts or agreement group of peer assessment scheme etc.

3.8 REPL will carry out and also take measures to carry out the activities impartially without any prejudice and influences. The client will not create undue influence in the inspection activities and results.

3.9 If the certification scheme introduces new or revised requirements that affect the client, REPL shall ensure these changes are communicated and REPL shall verify the implementation of the changes by clients and shall take actions required by the scheme.

4. Other Requirement:

5.1 This agreement is entered for a period of three years and shall be in force for the said period including the financial terms as agreed under this agreement or under offer letter separately issued.

5.2 Certification may be suspended by REPL if the client uses any logo, certification, registration document or any other marks of conformity (REPL/ SASO/ GSO) improperly or non-compliance with the surveillance requirements or any other issues raised by REPL or SASO.

5.3 Certification may be withdrawn/cancelled if (1) the client fails to remedy suspension decisions, (2) if the system rules or the certification requirements change and the client is unable or unwilling to make the appropriate changes (3) if the client ceases to supply the product, process or service for an extended period of time (4) at the discretion of REPL if the registered client fails to meet financial obligations to a REPL or on any other grounds specifically justified by REPL.

5.4 Additional Special / Sudden Visits: Fees and expenses for future special visits, as and when, required to be made to the client's premises, will be specifically quoted and charged, separately.

5.5 Invoices issued to client are due and payable within 30 days. Any account not resolved within thirty (30) days after the date of invoice will cause for withdrawal of registration. Notice regarding withdrawal of registration shall be informed by REPL.

5.6 All fees are exclusive of travel and living and other associated expenses. Agree to reimburse to REPL within in 30 days from the date of invoice, the amount incurred for purchasing samples from the market and the expenditure in connection with the testing's expenses are billed at actual cost.

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5.7 Cancellations or postponements of audits, if less than seven days prior to the audit, will be subjected to cancellation fees Rs. _____

5.8 All correspondence of REPL shall be in writing and shall be deemed to have been served/made when sent by courier/registered post or facsimile or email to the address of the client as mentioned on the company information sheet or any change as subsequently communicated to REPL by the client in writing under REPL acknowledgement.

5.9 Disputes: Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by REPL for its services, shall be dealt with in accordance with the laws.

5.10 Conflict of Interest: The applicant is not in a position that would represent a conflict of interest of REPL or any of its staff and commit to disclose any information immediately in his/her best knowledge that could represent a conflict of interest to REPL. In case of any REPL personnel demands any kind of bribe, in any form, the applicant is committed to inform REPL in written about the incident and bring in notice of REPL management representatives. Also, the applicant shall not offer any kind of bribery to REPL personnel for any reasons which directly or indirectly shall affect the certification decision. The applicant shall maintain impartiality and integrity of the certification business.

5.11 At any point in the application or conformity assessment process, if there is evidence of fraudulent behavior, if the applicant intentionally provides false information or if the applicant conceals any information for certification, REPL shall reject the application or terminate the assessment process and REPL also reserves the right to take any legal action.

DECLARATION

As the applicant Organization's Authorized Representative, I agree to the above conditions and obligations for certification. I attest that all statements made on this application are correct to the best of my knowledge and belief. I assume responsibility for any damage caused by misinterpretation or incorrect data.

Company – Ravi Energie Private Limited

Name

Signature _____

On behalf of Ravi Energie Pvt. Ltd.

Company Seal

Client

Name

Signature _____

On behalf of the Client

Company Seal

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