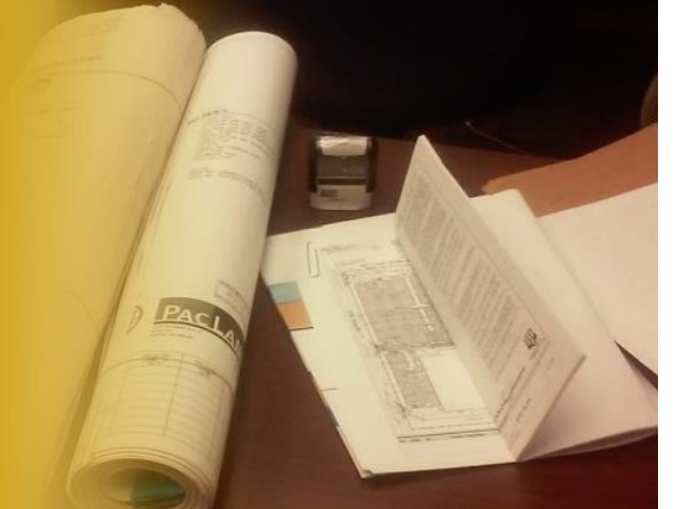


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Prepared By	Reviewed & Approved By	Revision #	Effective Date
 Program Manager	 Inspection Manager	00	01/01/2024

1 DEFINITIONS AND ABBREVIATIONS:

The definitions in ISO/IEC 17020 are generally used in this document. In addition the following terms are defined:

MOTABAQAH

It refers to "Saudi Specialized Laboratories Co." which is an independent (type A) inspection body.

MID

MOTABAQAH Inspection Department.

Inspection system

Rules, procedures, and management for carrying out inspection.

Inspection scheme

Inspection system to which the same specified requirements, specific rules and procedures apply.

Impartiality

Presence of objectivity.

Appeal

Request by the provider of the item of inspection to the inspection body for reconsideration by that body of a decision it has made relating to that item.

Complaint

Expression of dissatisfaction, other than appeal, by any person or organization to an inspection body, relating to the activities of that body, where a response is expected.

Regulator

The regulatory body responsible for granting MOTABAQAH (MID) the authorization to act as a notified inspection body.

GOEIC

General Organization for Export and Import Control.

Inspection requirement

Specified requirement, including product requirements (3.8), that is fulfilled by the client (3.1) as a condition of establishing or maintaining certification

Product requirement

Requirement that relates directly to a product, specified in standards or in other normative documents identified by the certification scheme

Client

Organization or person responsible to MOTABAQAH (MID) for ensuring that Inspection requirements, including product requirements are fulfilled.

Type 1b

Batch (consignment) certification. It depends on sampling plan.

Item

That which can be individually described and considered as per shipping documents such as, packing list / invoice & etc.

Consignment

The quantity of items dispatched or received at one time and covered by a particular contract or shipping document.

Lot

A part of consignment with presumed uniform characteristics (the type, degree of ripening, type of packaging ... etc.) which help to specify the quality of the consignment.

Lot size

Number of items in a lot.

Sample

Set of one or more items taken from a lot and intended to provide information on the lot.

Sample size

One or more of items in the sample taken from a population and intended to provide information on the population.

Transport equipment

Vehicles, containers and tanks used in land or sea transport.

Contract sample

A quantity removed from the sample size and intended for another examination.

COC

Certificate of Conformity

2 INTRODUCTION:

This document provides general inspection aspects provided by MOTABAQAH to its client seeking certification and the public domain. The offered services, contractual arrangements between MOTABAQAH and its client and MOTABAQAH programs shall be governed by this document. The client is assumed to read, understand and agree with all terms in this document and other applicable public documents.

This document is generic and applicable to all MOTABAQAH inspection programs and regulator contracts unless stipulated through other public MOTABAQAH documents.

3 SERVICE TYPE:

3.1 As per type 1b scheme, MOTABAQAH provide consignment inspection and certification service:

- The object of conformity (batch or consignment) are subjected to the determination activities.
- The determination activity is (sampling, testing and inspection of the representative sample size and the transport equipment) of the object of conformity;
- A statement certificate is issued for the object of conformity, the characteristics of the lot(s) in the consignment is referred to in the certificate.
- MOTABAQAH follow statistical sampling plan or as regulated by the regulator.

3.2 MOTABAQAH describe, as per ILAC G28 and ILAC P15, its inspection activities/services as below:

Type of inspection	Inspection category	Inspection field and subfields	Range of inspection	Stage of inspection	Standards
Type A	Product	As per regulator contract	Sampling and visual inspection for final product package and labelling	Pre-shipment consignments	As per regulator contract

4 INSPECTION AND CERTIFICATION PROCESS:

The procedure consists of the following stages:

1. Initial discussion.
2. Inspection application.
3. Application review.
4. Evaluation (inspection).
5. Inspection review and certification decision.

4.1 Initial discussion

As part of the original discussions of MOTABAQAH (MID) with clients seeking inspection and certification, MOTABAQAH (MID) provides information about the relevant process. During these initial discussions, issues concerning the type and range of products to be inspected certified are clarified.

Based on this information, MOTABAQAH (MID) informs the relevant procedures, the duration of the inspection and certification and the initial cost budget. Initial discussions are free of charge.

4.2 Application

4.2.1 Clients wishing to obtain inspection and certification of their consignment submit to MOTABAQAH (MID) a request by completing a special inspection form (available upon request).

4.2.2 The application contain all the necessary information needed by MOTABAQAH (e.g. contact information of the client, product type, model no., relevant standards client is seeking certification for, etc.).

4.2.3 The client may also submit any other documentation it deems necessary or helpful.

4.2.4 All forms must be submitted in Arabic or English.

4.2.5 Upon signify of application, the client agrees to comply with the terms of this document.

4.3 Application review

4.3.1 MOTABAQAH (MID) examines the information contained in the application and submitted documentation and, if necessary, seeks from the client additional information or clarifications.

4.3.2 MOTABAQAH (MID) will refuse the application if it lacks any competence or capability for the required inspection and certification activities it is required to undertake. The client will

be notified with detailed reasons.

4.3.3 Upon acceptance of the application, the client shall:

- Pay the estimated fees.
- Sign the certification agreement.

4.4 Evaluation (inspection)

4.4.1 MOTABAQAH (MID) will certify the consignment upon successful inspection of the all lot(s) products as per regulated.

4.4.2 Using statistical sampling techniques, MOTABAQAH (MID) will estimate and perform inspection to the each representative sample size taken from each lot size.

4.4.3 Visual inspection:

MOTABAQAH (MID) will carry out the evaluation and inspection to the packaging and labelling of the final products of the taken representative sample size against the regulated products standards requirements.

4.4.4 Testing:

MOTABAQAH (MID) require testing to be provided or performed. As per regulator contract requirement one of the two below testing scenario will be followed:

- Under the client responsibility, the testing is carried before initiating the inspection application. In this case MOTABAQAH will rely on this prior test report only if it is permitted by the regulator contract requirement and meet all the requirement listed in clause (9).
- Under MOTABAQAH (MID) responsibility, MOTABAQAH will manage the sampling and testing process as per its internal procedures. In this case MOTABAQAH will inform the client about the intended lab in advance to give the client the opportunity to object. MOTABAQAH (MID) may require the client to be responsible for transporting the sealed contract sample to the lab.

4.4.5 Transport equipment:

MOTABAQAH (MID) will check the trustworthiness, relevance and compliance of the transport equipment.

4.4.6 MOTABAQAH (MID) will witness the loading process and seal the transport equipment.

4.4.7 MOTABAQAH (MID) will provide the client an inspection report which contain all the inspection result.

4.4.8 If there are nonconformities, MOTABAQAH (MID) will inform the client officially.

4.4.9 Upon closure of the nonconformities by the client MOTABAQAH will proceed to the stage of inspection review and final decision.

4.5 Inspection review and certification decision

Upon inspection and its review result, there are two possibilities:

- Consignment shows full compliance with the applicable scheme and standards requirements.
 - Certification decision will be made by MOTABAQAH (MID).
 - Granting the certification documentation (COC).
 - The COC will be registered in the directory records.
- Consignment shows non-compliance with the applicable scheme and standards.
 - Rejection decision will be made by MOTABAQAH (MID).
 - MOTABAQAH (MID) inform the client by an official rejection letter detailing the reasons.

4.6 Timeline

It is one working day if all the submitted documents are satisfactory.

5 INVOICING TERMS:

5.1 An affordable fees are charged to clients, for getting information about the fees contact (info@motabaqah.com.sa)

5.2 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 (e.g. retesting).

5.3 Payment terms:

- All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts shall be granted otherwise approved by the CEO.
- Payments shall be made to the bank account of MOTABAQAH as indicated on the invoice.
- When the client default in payment of the received invoice despite being granted a reasonable grace period, MOTABAQAH shall be entitled to cancel the agreement, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the project.
- Objections to the received invoices of MOTABAQAH shall be submitted in writing.
- MOTABAQAH is entitled to request appropriate advance payments.

6 MISUSE OF COC:

9.1 MOTABAQAH monitors the use of the granted COC through several mechanisms. Among others are complains and market feedback.

9.2 MOTABAQAH takes suitable action when unauthorized, incorrect, or misleading use of the COC is found. Furthermore, incorrect references to the certification scheme or misleading use of COC found in advertisements, catalogues, etc., are dealt with by suitable actions.

9.3 Among others, those suitable actions could be:

- Corrective actions request.
- Publication of transgression (e.g. informing national regulators and scheme owner).

7 FINANCIAL STATEMENT:

- 7.1** MOTABAQAH is one of the largest companies in Saudi, established in 2006. MOTABAQAH 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.
- 7.2** The finances of MOTABAQAH operates according to the operating agreement between company members. All financial liabilities and assets, cash equivalents, debt securities, organized by the operating agreement
- 7.3** An annual budget allocated to cover all the financial liabilities. This budget is reviewed in the annual meeting of the top management, this budget provided.
- 7.4** Furthermore, MOTABAQAH possesses a gross amount as reserved capital deposit that secures its operations and assists its financial stability.

8 FRAUDULENT CLAIM OF MOTABAQAH CERTIFICATION

In case another party (i.e. not a client), fraudulently claims to have received inspection and certification by MOTABAQAH, the case is referred without delay to the legal department of MOTABAQAH to take legal immediate actions.

9 ACCEPTANCE OF PRIOR CONFORMITY ASSESSMENT RESULTS:

- 9.1** In some cases, clients might have obtained the results of determination activities (e.g. test report) prior to making an application for inspection. In such situation, the conformity assessment result may be from a source not within the contractual control of MOTABAQAH. And the client submits it to MOTABQAH.
- 9.2** If MOTABQAH decides to rely on any evidence of conformance (e.g. test report), so MOTABQAH must be able to take responsibility for those results.
- 9.3** In order to accept and rely on those results (e.g. test report), the below criteria shall be met:
- The test report relates to the concerned products.
 - The lab is accredited according to ISO/IEC 17025 in the product scope.
 - It is performed within the previous three years.
 - Any other requirement as per regulator contract.

10 COMPLAINTS AND APPEALS:

- 10.1** MOTABAQAH 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.
- 10.2** Complaints raise doubt concerning MOTABAQAH's compliance with its policies, procedures, the requirements of MOTABAQAH quality system. MOTABAQAH is dedicated to the satisfactory resolution of complaints.

10.3 Upon receipt of a complaint or appeal, MOTABAQAH shall confirm whether it is responsible for its administration. MOTABAQAH acknowledges receipt of formal complaints and appeals.

10.4 Decisions regarding complaint/appeal are made and approved by authorized personnel from MOTABAQAH provided that they are not involved in the inspection and certification activities related to the complaint or appeal.

10.5 MOTABAQAH 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.

10.6 MOTABAQAH takes action in accordance with the decision of the complaint or appeal.

10.7 MOTABAQAH inspection manager is the responsible for taking the final decision regarding the complains and appeals.

10.8 For the appeal

10.8.1 The appeal shall be made within one month after the original decision (or notification of complaint resolution) and shall be made in writing. This is for the protection of both the appellants and MOTABAQAH.

10.8.2 The appellant shall pay 1000 SAR for each appeal.

11 DUTIES AND RESPONSIBILITIES FOR BOTH PARTIES:

For the provision of the inspection and certification, the client and MOTABAQAH shall sign a legally binding agreement. Among other it include the below duties and responsibilities for both parties:

11.1 For the client

The client accepts, commits and undertakes to, but are not limited to, the below:

- Always meet the inspection requirements (including product requirement like standards and normative documents) and to always implement the modifications as requested by MOTABAQAH.
- Provide all documents and records which are requested prior, during and after inspection.
- Use the certificate of conformity in accordance with "Instructions governing the use of certificate of conformity":
 - 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 MOTABAQAH (MID) 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, MOTABAQAH (MID) 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 MOTABAQAH (MID).
- Comply with any requirements that may be prescribed by MOTABAQAH 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.
- The certificates and all copies thereof remain at all times the property of MOTABAQAH and shall immediately be delivered to MOTABAQAH upon request.
- Not to use its certification in such a manner as to bring MOTABAQAH into disrepute and does not make any statement regarding its certification which MOTABAQAH may consider misleading or unauthorized. Additionally, if certification withdrawn or terminated, the client discontinues the use of any reference thereto on all his advertising matters, and takes action as required by MOTABAQAH:
 - Stop within one week any use or advertising of the certificate of the present contract,
 - Return to MOTABAQAH within the same period the original of the certificate and
 - In making reference to its certification in communication media such as documents, brochures or advertising, client complies with the requirements of MOTABAQAH.
- Bear responsibility to all complaints raised against him either directly to client or indirectly either to MOTABAQAH knowledge or the scheme owner and bear all costs resulting of this complain.
- Accept to provide without delay, additional samples whenever requested by MOTABAQAH, which are not previously mentioned, if requested.
- Bear cost of all financial requirements (foreseen and unforeseen) related with the inspection and certification process including the different evaluation that might take place including sampling and testing as instructed.
- Accepts the approved subcontractor of MOTABAQAH in the pursuit of inspection and certification activities provided that MOTABAQAH is committed to ensure the confidentiality and impartiality of those subcontractors. If there are convincing reasons, the client has the right to object and request changing those subcontractors.

11.2 For MOTABAQAH

- Completing the various steps of the inspection and certification activities impartially.
- Storing all information and documents according to confidentiality and security rules.
- Providing public information regarding inspection and certification through any possible means by (website, etc.).
- Notifying the client with the inspection and certification results, reports and decisions.

12 LIABILITY AND INDEMNITY:

12.1 MOTABAQAH will take all necessary measurement to pay all due care in the performance of its services and accepts responsibility in cases of gross negligence.

12.2 Total liability to the client in respect of any claim for loss or damage shall be limited to liabilities against the regulator and MOTABAQAH clients only and not including clients of regulator's clients or the clients of MOTABAQAH's clients to with gross negligence compensation, to an equal to the fees paid to MOTABAQAH under the certification agreement. The commitment to

this liability responsibility is valid for one year after the date of MOTABAQAH completing performing the service.

12.3 No liabilities due on MOTABAQAH towards the client:

- For any loss, damage or expense arising from a failure by client to comply with any of its obligations and
- For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall.
- Any indirect or consequential loss or damage of any kind.

12.4 The granting of the certificate of MOTABAQAH does not exclude, under any circumstances, the client's own liability in accordance with the law of the land or other national law, with respect to any defects of his products.

13 COYRIGHTS:

MOTABAQAH shall retain all exclusive and joint copyrights in the inspector reports, test results, calculations, presentations etc. prepared by MOTABAQAH.

The client may only use inspector reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.

The client may use test reports, test results, expert reports, etc. only complete and un-shortened. Any publication or duplication for advertising purposes needs the prior written approval MOTABAQAH.

ORIGINAL

14 REVISION SHEET:

Issue # & Date	Rev. # & Date	Revision Details	DCR No.
01 (01/08/2022)	00 (01/08/2022)	Initial release.	NA
01 (01/08/2022)	01 (13/06/2023)	Revisions are as below: 1) In the table of contents, revised the typographical error "inpection" to "inspection". 2) In clause 1, revised the typographical errors "ABD" to "AND" in the definitions and abbreviations and "ISO/IEC 17065" to "ISO/IEC 17020" in the first statement. 3) In clause 2, deleted the words "certification" and "seeking certification". 4) In clause 3.1, revised the typographical error "sevice" to "service". 5) In clause 4.2.1, added "(available upon request)". 6) Added clause 4.6 as per below: 4.6 Timeline It is one working day if all the submitted documents are satisfactory.	DCR-2023-006
01 (01/08/2022)	02 (03/09/2023)	Revisions are as below: 1) Change the signature from Ehab to Ayman as a program manager. 2) In clause 3.2, add "sampling" wording in (range of inspection).	DCR-2023-009
02 (01/01/2024)	00 (01/01/2024)	> Changing the issue number to become 02 instead of 01 and the revision number to become 00 for all documents due to the inspection quality manager and inspection manager.	DCR-2024-003