

## **CERTIFICATION AGREEMENT**

This Certification Agreement (“Agreement”) is entered into between AQMA CERT Private Limited (“AQMA CERT”) and the Applicant identified below. This Agreement sets out the legally binding terms and conditions governing product certification activities performed by AQMA CERT in accordance with ISO/IEC 17065:2012 and applicable certification schemes.

Acceptance of this Agreement is a mandatory condition for submission of a certification application and for the grant, maintenance, extension, reduction, suspension, withdrawal, or renewal of certification. By signing this Agreement, the Applicant confirms full understanding and acceptance of all obligations herein.

### **1. CONFIDENTIALITY AND INFORMATION HANDLING**

AQMA CERT shall maintain the confidentiality of all information obtained or generated during certification activities, except where disclosure is required by law, regulatory authorities, accreditation bodies, certification scheme owners, or contractual requirements.

Information obtained from sources other than the Applicant, including complainants or authorities, shall be treated as confidential. Where disclosure is required, AQMA CERT shall inform the Applicant unless prohibited by law.

Both AQMA CERT and the Applicant shall take responsibility for managing confidential information obtained or created during certification activities.

### **2. IMPARTIALITY, CONFLICT OF INTEREST, AND INTEGRITY**

AQMA CERT conducts all certification activities impartially and independently. Certification decisions are based solely on objective evidence of conformity.

The Applicant shall not offer gifts, inducements, financial benefits, or any form of influence to AQMA CERT personnel. Any actual or potential conflict of interest shall be disclosed immediately.

Any attempt to compromise impartiality may result in suspension or withdrawal of certification.

### **3. COMMITMENT TO FULFIL CERTIFICATION REQUIREMENTS**

The Applicant confirms that the same application has not been submitted to another certification body under the same certification scheme.

The Applicant agrees to continuously comply with all applicable certification, regulatory, and scheme requirements and to implement required changes when communicated by AQMA CERT.

Certification applies strictly to the approved product(s), model(s), and scope. Certification does not relieve the Applicant of responsibility for legal compliance, product safety, or regulatory obligations.

If certification applies to ongoing production, the Applicant shall ensure that the certified product continues to fulfil the applicable certification requirements throughout the certification period.

### **4. DOCUMENTATION AND TECHNICAL EVIDENCE**

The Applicant shall provide complete, accurate, and up-to-date documentation required for conformity assessment. Submission of false, misleading, incomplete, or withheld information may result in refusal, suspension, or withdrawal of certification.

Certification related communication, applications, and documentation shall be submitted in English. Applications shall remain valid for three (3) months from the date of receipt and may lapse if the Applicant fails to respond or pursue the application for (30) days.

### **5. PRODUCT SAMPLES, REPRESENTATIVENESS AND LIABILITY**

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Where samples are required, the Applicant confirms that all submitted samples are authentic, representative of production, traceable to the manufacturing source, and compliant with applicable legal and intellectual property requirements.

Submission of non-representative, altered, or counterfeit samples may result in suspension or withdrawal of certification.

The Applicant is responsible for the safe packaging and transportation of all product samples submitted for certification. All samples are dispatched at the Applicant's risk.

AQMA CERT shall not be liable for any loss, damage, distortion, leakage, injury, or property damage arising from product samples during transit, handling, storage, or testing.

The Applicant acknowledges that testing and evaluation activities may involve destructive or irreversible processes and agrees that AQMA CERT shall not be liable for any samples consumed, damaged, or rendered unusable during such activities.

### **6. NOTIFICATION OF CHANGES**

The Applicant shall notify AQMA CERT **within seven (7) calendar days** of any actual or intended change that may affect certified product conformity, including changes to product design, materials, manufacturing process, production location, ownership, legal status, authorized representative, labelling, safety issues, complaints, recalls, merger, or liquidation.

Failure to notify changes may result in suspension or withdrawal of certification.

### **7. FEES AND FINANCIAL CONDITIONS**

The Applicant agrees to pay all applicable fees associated with the certification activities, as invoiced by AQMA CERT. Fees paid are non-refundable irrespective of the certification outcome and remain payable for work completed.

AQMA CERT may suspend or withhold services where fees are overdue and reserves the right to reject an application, suspend certification, or terminate the certification process in cases of fraudulent behaviour, misrepresentation, or withheld information.

### **8. ACCESS FOR EVALUATION AND SURVEILLANCE**

The Applicant shall grant AQMA CERT access to relevant premises, records, personnel, subcontractors, and locations for evaluation, surveillance, or investigation purposes. Observers from accreditation bodies or regulatory authorities shall be permitted where applicable.

Refusal or obstruction of access may result in suspension or withdrawal of certification.

### **9. SUSPENSION, WITHDRAWAL, REDUCTION, AND TERMINATION**

Certification may be suspended, withdrawn, reduced, or terminated due to unresolved nonconformities, misuse or misrepresentation of certification, failure to comply with certification requirements, failure to allow surveillance, non-payment of fees, fraud, or formal request by the Applicant.

Upon suspension, withdrawal, reduction, or termination, the Applicant shall immediately cease all use of certification claims, marks, and advertising references and return or destroy certification documents upon request.

### **10. USE OF CERTIFICATES, MARKS, AND CERTIFICATION CLAIMS**

Certification shall be used only within the approved scope and validity. Certificates are **non-transferable**, unseizable, and expire on the stated validity date.

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Certification shall not be misrepresented or used in a manner that brings AQMA CERT into disrepute. In case of merger, liquidation, or absorption of the certificate holder, certificates automatically expire and a new certification application shall be required.

If the Applicant provides copies of certification documents to any party, such documents shall be reproduced in their entirety or as otherwise permitted by the applicable certification scheme.

AQMA CERT shall not be liable for penalties, damages, or losses arising from misuse of certification.

### **11. PUBLICATION OF CERTIFICATION STATUS**

The Applicant acknowledges and consents that AQMA CERT may publish or disclose certification status information, including certificate number, scope, validity, suspension, withdrawal, or reduction, as required by accreditation bodies, certification schemes, or regulatory authorities.

### **12. COMPLAINTS AND APPEALS**

The Applicant may submit complaints or appeals to AQMA CERT through written or electronic communication. Complaints and appeals shall be handled impartially and in accordance with **AC-QP-09 Complaints and Appeals**.

Appeals shall be submitted within **15 calendar days** of receipt of the certification decision. Complaints and appeals shall be acknowledged within **three (3) working days** and normally resolved within **thirty (30) working days**, unless justified. The decisions taken by AQMA CERT on appeals are final.

The Applicant shall maintain records of all complaints made known to it relating to compliance with certification requirements, shall take appropriate corrective action with respect to such complaints and any deficiencies found in products, shall document the actions taken, and shall make such records available to AQMA CERT upon request.

### **13. FORCE MAJEURE**

The Applicant acknowledges that AQMA CERT shall not be liable for any failure or delay in performing certification activities where such failure or delay results from events beyond AQMA CERT's reasonable control, including natural disasters, fire, war, strike, epidemic, pandemic, lockdown, or other natural calamities announced by government.

Where such events continue for more than thirty (30) days, AQMA CERT may suspend or discontinue certification activities, subject to payment for services completed up to that date.

### **14. DISPUTE RESOLUTION**

The Applicant agrees that any dispute arising out of or in connection with this Agreement shall first be addressed through good faith discussions with AQMA CERT with the objective of resolving the matter amicably.

If the dispute is not resolved through such discussions, the Applicant agrees to pursue remedies only in accordance with the Governing Law and Jurisdiction clause below.

### **15. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India. The Applicant agrees that the courts at Bengaluru, Karnataka shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

### **16. EFFECTIVE DATE AND EXECUTION**

This Certification Agreement is executed in continuation of the Application Form (AC-QF-01) submitted by the Applicant and shall be read together as one continuous certification engagement.

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For administrative and contractual clarity, the date declared by the Applicant in the Application Form shall be deemed the date of execution by the Applicant for the purposes of this Agreement. The date of execution by AQMA CERT shall correspond to the Application Admissibility Date, which shall constitute the operative and effective commencement date of the certification engagement.

In the event of any inconsistency, the provisions of this Certification Agreement shall prevail.

By signing below, both parties agree to be legally bound by the terms and conditions set forth in this Agreement.

### **17. SIGNATURES**

#### **For and on behalf of the Applicant**

**Company Name** : Click or tap here to enter text.

**Authorized Representative** : Click or tap here to enter text.

**Designation** : Click or tap here to enter text.

**Signature & Stamp** : Click or tap here to enter text.

#### **For and on behalf of AQMA CERT Private Limited**

**Authorized Signatory** : Click or tap here to enter text.

**Designation** : Click or tap here to enter text.

**Signature & Stamp** : Click or tap here to enter text.

