

## **Terms and Conditions - Merit Conformity Consultancy L.L.C**

### **1. Introduction**

These terms and conditions, together with any proposal or fee quote, form the Agreement between you (the Applicant) and the Merit Conformity Consultancy LLC (Merit Conformity) providing the Services expected therein. The Applicant acknowledges and agrees to the following terms and conditions related to the Services governed by Merit.

### **2. Acknowledgment of Terms**

- The Applicant confirms that it has read and understood Merit Conformity's Terms & Conditions of Inspection, Testing and Certificate of Conformity facilitation (Services).
- The Applicant is aware that all imported goods may be subject to secondary inspection and testing for security and trade compliance at the Customs territory.
- The Applicant acknowledges and agrees that if in providing the Services Merit Conformity is obliged to deliver a Report to a third party, Merit Conformity shall be deemed irrevocably authorized to deliver such Report to the applicable third party. For the purposes of this Clause, an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Merit Conformity, it is implicit from the circumstances, trade, custom, usage or practice.

### **3. Confidentiality**

Where a party (the Receiving Party) obtains Confidential Information of the other party (the Disclosing Party) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to

- The Receiving Party will keep the Disclosing Party's Confidential Information secret and confidential and will not disclose or copy any of it to any person other than as permitted under the terms of this Agreement or as permitted in writing by the Disclosing Party.
- The Receiving Party may not, and shall procure that its Authorized Recipients will not, without the Disclosing Party's prior written consent: (a) use the Confidential Information for any purpose other than in connection with the Services, in particular, the Receiving Party will not use, and shall procure that its Authorized Recipients will not use, the Confidential Information in the future conduct of its trading operations or to gain a commercial or other advantage (b) Both parties agree not to contact any customers, or suppliers of the other party or its affiliates with respect to the Services or for the purpose of obtaining information for use in evaluating the Services, without the other party's prior written consent.

### **4. Conformity Evaluation**

- Merit Conformity will evaluate conformity based on the technical documents review and/or may conduct physical inspection, sampling and testing through a risk assessment approach.
- The Applicant understands that goods should not be shipped to their desired destination until final conformity certificates have been obtained from Merit Conformity.
- The Client and its suppliers further agree and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested, inspected or certified.
- The Client understands that reliance on any Reports facilitated by Merit Conformity is limited to the facts and representations set out in the Reports which represent Merit Conformity's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.

### **5. Fees**

- The Applicant agrees that the Services and its related certificate fees will be billed to the Applicant, unless otherwise stated on the RFC form. Payment shall be due upon presentation of the final Tax invoice/s.
- Merit Conformity reserves the right to adjust the billing rate for Services, and to issue reasonable charges in the event additional costs are incurred to Merit Conformity because of Applicant's failure to adhere to the requirements set out.

## 6. Sub-Contracting

- Merit Conformity reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/ or subcontractors when necessary.

## 7 Liability for Shipments

- If the Applicant ships goods without satisfactory results from factory assessments, inspections, testing, or prior to the issuance of certificates of conformity, the Applicant will be liable for any claims, delays, demurrages, or non-conformity arising from the goods at the destination.
- The Applicant bears the sole responsibility for ensuring compliance with all conformity requirements set forth by the relevant regulatory authorities.
- Merit Conformity shall not be liable for any contractual obligations between the buyer and seller.
- Merit Conformity will not be responsible for any compensation, fines, or claims arising from such situations.
- The maximum aggregate liability of Merit Conformity (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be an amount equal to the fees paid by the Applicant to Merit Conformity for the Services performed in accordance with this Agreement.

## 8. Applicant Responsibilities

- The Applicant must ensure that all information provided in the RFC form is accurate and true.
- The Applicant is responsible for providing all necessary documents as per applicable country Government standard body guidelines.
- Delays caused by missing documents will not be the responsibility of Merit Conformity.
- If actions by the Applicant or its affiliates delay completion of the Services, Merit Conformity has the right to invoice the Applicant for the cost of all Services provided to date. In such a scenario the Applicant agrees to pay this invoice within thirty (30) days of the invoice date.

## 9. Government Portal issues

- All delays caused by issues with the Government portal (FASEH, SABER, GSO, UESW, PAI or any other) are not the responsibility of Merit Conformity.
- The Applicant acknowledges that any mistakes arising from incorrect details submitted in the government portal are the Applicant's responsibility, and Merit Conformity will not be liable for any resulting delays.

## 10. Delays in Certification

- The Applicant understands that certification timelines may be subject to delays and acknowledges that these delays may impact the import process.

## 11. Force Majeure

- Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
  - (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy.
  - (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires.
  - (c) strikes and labor disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
  - (d) failures of utilities companies such as providers of telecommunications, internet, gas or electricity services.
  - (e) any other event beyond the reasonable control of a party.
- A party whose performance is affected by an event described in above Clause (a Force Majeure Event) shall: promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or nonperformance of its obligations.

## 12. Acceptance

The Applicant acknowledges its acceptance of these terms and conditions and confirms that it understands its responsibilities in the inspection, testing and certification process.