

0. Definition

Applicant: Organisation applying for Halal certification by TUV Austria Bureau of Inspection & Certification Pvt Ltd.

Client: the Organisation has contracted with TUV Austria Bureau of Inspection & Certification Pvt Ltd for Halal certification services

Application Form: Document used to gather and record client specific information necessary to make an informed decision regarding the requisite competence required to conduct an effective audit.

1. Certification Scheme

In order to obtain and retain certification all applicants and clients to the scheme must adhere to the following rules of the scheme.

All information deemed necessary by TUV Austria Bureau of Inspection & Certification Pvt Ltd in order to complete the assessment should be made available by the applicant through the applicable application form. Along with the application form all of the Annexures shall be duly filled by the applicant as these are the important part of the certification system.

TUV Austria Bureau of Inspection & Certification Pvt Ltd will run the scheme in transparent and fair manner without prejudice and discrimination of any applicant due to its size, type of business, financial or political background. Furthermore, access to the certification process is not conditional upon the client membership of any association or group, nor certification is conditional upon the number of certifications already issued. There is not undue financial or other conditions.

TUV Austria Bureau of Inspection & Certification Pvt Ltd 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-compliances with certification/product requirements, or similar client-related issues.

TUV Austria Bureau of Inspection & Certification Pvt Ltd shall be responsible for complete process and all activities of certification, from the initial document review, audit/evaluation of the client's Halal Management System through periodic surveillance audits and re-assessment audits/evaluations.

TUV Austria Bureau of Inspection & Certification Pvt Ltd shall inform the client of the initial audit/evaluation results and if not satisfied that all the requirements for the certification are being met, shall inform the client of those aspects in which the application is deemed non-compliant.

When the client can demonstrate that effective remedial action has been taken to meet all the requirements within a specified time limit, TUV Austria Bureau of Inspection &

Certification Pvt Ltd will review the remedial action and determine the suitability of awarding certification.

All certificated clients are entitled to provide feedback and suggestions relating to the potential areas for improvement of the rules & regulations. TUV Austria Bureau of Inspection & Certification Pvt Ltd reserves the right to make minor changes and corrections to these Rules & Regulations without prior notification. Clients will be given prior notice of any changes that affect their responsibilities or liabilities.

The client shall ensure that the question of responsibility to TUV Austria Bureau of Inspection & Certification Pvt Ltd for the certified system is clearly defined, e.g. by appointing a designated person who is nominated to maintain contact with TUV Austria Bureau of Inspection & Certification Pvt Ltd to ensure that the above provisions have been observed.

The client shall permit scheme accreditation representatives or trainee TUV Austria Bureau of Inspection & Certification Pvt Ltd auditors all reasonable access for the purpose of observing TUV Austria auditors/evaluators performing initial audit/evaluation and/or surveillance activities.

2. Evaluation for Certification Audit

Initial audits/evaluations shall be conducted against the following internationally approved standards and procedures;

- product certification schemes i.e. PS 3733
- Applicable legislations and Directives
- And/or sector schemes' series of documents.

3. Certification

When an initial audit/evaluation has been completed and systems deemed to be satisfactory to the standard requirements by the approved Decision Committee, the relevant Scheme or Asst. Scheme Manager shall inform the applicant accordingly and issue a certificate of Halal product certification.

Surveillance frequency will be stipulated as either once or twice each year, but additional visits may be conducted at the discretion of the Scheme of TUV Austria Bureau of Inspection & Certification Pvt Ltd.

Certification has 03 years validity and dependents on compliance with the criteria established, outcome of surveillance audits and or lab test results and the certificate validity is for 03 years, expiry period is counted with the date of issuance of first certification certificate or recertification subject to the client continuing to meet the certification requirements detailed within the rules & regulations and maintained Scheme.

*for abattoir, animal slaughtering or processing facility or the meat storage facility, the follow up audits frequency may be varied from 6 months to 12 months including surprise or unannounced visits.

It may be necessary for TUV Austria Bureau of Inspection & Certification Pvt Ltd to conduct audits of certificated clients at short notice to investigate complaints, or in response to changes, or as a follow-up on suspended clients. Under such circumstance TUV Austria Bureau of Inspection & Certification Pvt Ltd shall exercise additional care in the assignment of the audit team.

The certificate will remain the property of TUV Austria Bureau of Inspection & Certification Pvt Ltd and shall always be returned on request.

All clients shall maintain a log of all customer complaints they receive which fall within the scope of registration for which a certificate has been awarded. The details responding actions against these customer complaints shall be available for TUV Austria Bureau of Inspection & Certification Pvt Ltd review in the audit.

4. Extending Certification

A client wishing to extend the scope of its certification to cover additional products, processes, services or sites shall apply to TUV Austria Bureau of Inspection & Certification Pvt Ltd in writing. A Scheme or Asst. Scheme Manager shall review the nature of extension and decide on the necessary audits/evaluations to be performed.

5. Publication by Certificate Holders

A client has the right to publish that the defined or applied product/s, have been certified by TUV Austria Bureau of Inspection & Certification Pvt Ltd and apply Halal certification mark/Seal to the successfully approved halal products for which the certificate applies.

In every case, the client shall take sufficient care of its publications and advertising so that no confusion arises between product certification, certificated and non-certificated business scopes covering product and/or services, which may mislead the market. The client shall not make any claim that could mislead purchasers.

* Instruction for the use of TUV Austria Halal mark/seal is also maintained on the website www.tuvat.asia for client further assistance and review.

6. Publication by TUV Austria Bureau of Inspection & Certification Pvt Ltd

Non-confidential information relating to a client certificated Halal system may be placed in the public domain by TUV Austria Bureau of Inspection & Certification Pvt Ltd with due consent of the Client (if required) as follow;

- Name / logo of the client
- Certification scope and product category
- Validity of the certification
- Standard on which certification is based.
- Any other information if and when required.

7. Confidentiality

TUV Austria Bureau of Inspection & Certification Pvt Ltd shall endeavour to ensure that its employees and contractors maintain secrecy concerning all confidential information with which they become acquainted as a result of their agreement with the client.

The client shall maintain confidentiality of all commercial terms and conditions with TUV Austria Bureau of Inspection & Certification Pvt Ltd for certification services.

Information about a particular client of individual shall not be disclosed to any third party without the written consent of the client or individual concerned.

Where TUV Austria Bureau of Inspection & Certification Pvt Ltd is required by law to release confidential information to a third party, the client or individual concerned shall, unless regulated by law, be notified in advanced of the information provided.

When confidential information is made available to other bodies, (e.g. accreditation body, agreement group or a peer assessment scheme,) confidentiality of information viewed will be assured during access by these bodies.

8. Misuse of a Certificate and Halal Mark/Seal

TUV Austria Bureau of Inspection & Certification Pvt Ltd shall take all reasonable precautions to control the use of its certificates and Halal Mark/Seal by the certificated clients.

Incorrect references to certifications or misleading use of certificates and Halal Mark/ Seal found in advertisements; catalogues, products etc. shall be dealt with by suitable actions, which could include legal or corrective action or publicising the transgression.

Clients are invited to report to the Scheme and or Asst. Scheme Manager any misuse of the TUV Austria Bureau of Inspection & Certification Pvt Ltd's marks which comes to their attention. The source of all information received will be treated in confidence.

* Instruction for the use of TUV Austria Halal mark/seal is also maintained on the website www.tuvat.asia for client further assistance and review.

9. Suspension/ Termination of Certification

The certificate applicable to a specific business scope covering product, process, service, site or organisation may be suspended for a limited period (in most cases the suspension would not exceed 6 months) in, but not limited to the following cases: -

- If the regular surveillance or recertification audit shows non-compliance with the requirements which is of such a nature that does not require immediate withdrawal.

- If a case of improper use of the certificate, e.g. misleading prints or advertising is not solved by suitable retractions or other appropriate remedial measures by the client.
- Non-payment of fees as contracted.
- The client has voluntarily requested a suspension or termination.
- If there has been any other contravention of the certification rules and regulations.
- If corrective action requests (CAR's) have not been implemented within specified time scales.
- if the surveillance or re-audit is delayed by more than 2 months beyond the due date.

The client shall not identify as a TUV Austria Bureau of Inspection & Certification Pvt Ltd certificated organisation covering the product, process or service that has been offered in the course of suspension.

The Scheme Manager of TUV Austria Bureau of Inspection & Certification Pvt Ltd will confirm an official suspension of the certificate to the client. At the same time the Scheme Manager shall indicate under which conditions the suspension will be removed.

At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the certificate have been fulfilled.

On fulfilment of these conditions the suspension could be lifted by notifying the client that the certification has been reinstated. If the conditions are not fulfilled, the certificate shall be withdrawn.

All costs incurred by TUV Austria Bureau of Inspection & Certification Pvt Ltd, in the suspending and reinstating of certificates will be charged to the client.

10. Withdrawal / Cancellation of Certificate

Failure to resolve the issues that have resulted in the suspension of certification in a time specified by TUV Austria Bureau of Inspection & Certification Pvt Ltd shall result in withdrawal or reduction of the scope of certification. A certificate may be withdrawn or the scope of certification reduced in the following cases: -

- If the audit shows that the non-compliance is of a serious nature.
- if the surveillance or re-audit is delayed by more than 4 months beyond the due date
- If the client fails to settle the due payment of its financial obligation.
- If the client fails to take adequate measures in case of suspension.

- If any actions are taken by the client which would bring the TUV Austria Bureau of Inspection & Certification Pvt Ltd's scheme into disrepute.

In the above cases TUV Austria Bureau of Inspection & Certification Pvt Ltd has the right to withdraw the certificate by informing the client. The client shall have the right to appeal.

Certificates will be cancelled in the following cases: -

- If the client does not wish to continue certification to the scheme.
- if the product, process or service is no longer offered
- If the client ceases trading for whatever reason.

11. Corrective Actions

When TUV Austria Bureau of Inspection & Certification Pvt Ltd receives a report of certificate misuse the report shall be investigated. If misuse is substantiated, the cost of the investigation shall be paid by the certificate holder.

TUV Austria Bureau of Inspection & Certification Pvt Ltd will determine the scope of misuse and the type of corrective action to be undertaken.

12. Complaints Handling Process

Should the client have cause to complain regarding the conduct of TUV Austria Bureau of Inspection & Certification Pvt Ltd's staff, the complaint should be made in writing and addressed to the relevant Scheme and or Asst. Scheme Manager of TUV Austria Bureau of Inspection & Certification Pvt Ltd.

Should the complaint be made against the Scheme and or Asst. Scheme Manager, the letter of complaint should be addressed to TUV Austria Bureau of Inspection & Certification Pvt Ltd responsible director.

Complaints received by TUV Austria Bureau of Inspection & Certification Pvt Ltd from any stakeholder regarding the activities of a certificated client shall be referred to that client at an appropriate time. The complaint shall be investigated in accordance with the TUV Austria Bureau of Inspection & Certification Pvt Ltd complaints handling process procedure.

The alleged complaint is logged and evaluated to establish its validity, with any requisite corrective and preventive action instigated where necessary. This process shall be subject to requirements of confidentiality. TUV Austria Bureau of Inspection & Certification Pvt Ltd shall determine, together with the client and complainant, whether and, if so to what extent, the subject of the complaint and its resolution shall be made public.

13. Appeals Procedure

The client has the right to appeal against any notification given regarding the suspension, reduction in scope or withdrawal of

certification by TUV Austria Bureau of Inspection & Certification Pvt Ltd.

Notification of a client's intention to appeal must be made in writing, and must be received by the relevant Scheme Manager of TUV Austria Bureau of Inspection & Certification Pvt Ltd within fourteen days of receipt of notification of failure to comply with the certification requirements.

TUV Austria Bureau of Inspection & Certification Pvt Ltd shall make the suspended status of the certification publicly accessible.

The client has the right to object to involvement of particular members of the TUV Austria Bureau of Inspection & Certification Pvt Ltd's management in the appeals procedure if evidence can be provided that their impartiality is compromised. The appellants also have the right to present their case in person at their own expense.

The decision of the Impartiality Committee shall be final and binding on both the client and TUV Austria Bureau of Inspection & Certification Pvt Ltd. Once the Impartiality Committee has made a decision regarding an appeal, no counter claim by either party in dispute can be made to amend or change this decision. Decisions on appeals will be made within 60 days of receipt of the appeal.

In instances where the appeal has been successful and the award made or reinstated, reimbursement of costs of appeals will only be made at the discretion of the top management.

Submission investigation and decisions on appeals shall not result in any discriminatory actions against the appellant.

14. Fees

TUV Austria Bureau of Inspection & Certification Pvt Ltd shall be entitled to charge fees at a level to be determined from time to time having regard to its operating costs relating to the services, administration and long term development of the services.

Commercial arrangements are detailed in service proposals or other agreements between TUV Austria Bureau of Inspection & Certification Pvt Ltd and the clients.

15. Notice of Changes by the Client

All clients are required to inform TUV Austria Bureau of Inspection & Certification Pvt Ltd without delay of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. The matters include changes relating to:

- 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,

- Scope of operation under the certified management system
- major changes to the quality/halal management system.

TUV Austria Bureau of Inspection & Certification Pvt Ltd's auditors must also be notified of all changes made to the management system since the previous visit.

TUV Austria Bureau of Inspection & Certification Pvt Ltd shall give its certificated clients due notice of any changes to its requirements for certification.

16. Notice of Changes by Certification Body

TUV must give its certified clients due notice of any changes to its requirements for certification. TUV should verify that each certified client complies with the new requirements.

NOTE: Contractual arrangements with certified clients is necessary to ensure implementation of these requirements.

Annex :-**1. Agreement Subject.**

The Client requests the Certification of Halal according to PS 3733 Standard and its consequent Surveillance for the maintenance of the validity of the Certificate of the company

2. Obligations of the Client

1. The Client shall pay a remuneration to the Certification Body. The amount of this remuneration is stated in the offer accepted by the Client which is based on the price list and the general terms of business of the TUV Austria Bureau of Inspection & Certification Pvt Ltd, which are an integral part of the offer (unless they are in contradiction to this Agreement).
2. The Client shall set available to the Certification Body before the audit (certification, surveillance audit, recertification) all valid, relevant to the Management System documentation (Management System Manual, documented procedures and work instructions), as well as internal audits' and management reviews' records.
3. During the audit (certification, surveillance audit, recertification) the Client shall provide all required and necessary information for the conduction of the audit and allow the auditor(s) access to all concerned organizational units, product raw and packaging materials.
4. The Client shall allow access to all processes and locations, records and personnel for the purposes of the certification, surveillance, recertification and complaints' settlement.
5. The Client has the obligation to take action to facilitate, if needed, the presence of observers (e.g. accreditation auditors, trainee auditors).
6. The Client shall appoint a Halal management representative (Halal Management System's responsible person) authorized to support the auditor(s). The Halal Management Representative preferably the Muslim.
7. After the issue of the Certificate, the Client is obliged to notify the Certification Body of any significant changes relevant to the Management System (e.g. changes in the ownership, in the facilities, in the scope of the Halal certification etc) as well as any changes in the structure of the company that affect the Management System.
The Client is obliged to record all deviations relevant to the Management System and their removal, and present them to the audit team during the audit. These deviations include references from state authorities that control the Client 's company according to applicable legal and regulatory requirements.
8. The Client adapts to the requirements of the Certification Body, when referring to the company's Certification in the media, like the internet, promotional brochures, advertisements on products or other documents. The client shall not make any misleading statement regarding the Certification or use any certification document or any part of it in a misleading way.
9. In case of suspension or withdrawal of the Certification, the Client shall stop the advertising that contains references to his Certification and also modify the advertising in case of a reduction of the scope of the Certification.

10. At any case, the Client is not allowed to use TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal in a confusing way, misleading the public about the scope of the Certification.
11. Client should keep a record of all complaints related to a product's compliance with requirements of the relevant standard (i.e. PS 3733) for any organization in the food chain and to make these records available to the TUV Austria when requested.
12. Clinet must take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification and document the action taken.
13. The Client shall maintain the confidentiality of all of the TUV documents comes in their possession during the course of certification activities.

3. Obligations of the Certification Body.

1. The Certification Body is obliged to treat any information about the company made available by the Client with confidentiality, to utilize it only for the purposes of this Agreement and not to pass it on to third parties, unless this is prescribed by law, regulation, notice, or directive of an authority. The Client may release the Certification Body from these obligations in writing. The Accreditation Body of the Certification Body is excluded from the before mentioned obligations.
2. The Certification Body shall conduct the Certification, according to the Certification procedure and award the Certificate in case of a positive result. The Certification Body is also obliged to conduct all the necessary audits for the maintenance of the validity of the Certificate.
3. In case of a negative audit result, the Client is given additional time to withdraw the non conformities that have been found and apply relevant corrective actions. The Certification Body may conduct an additional audit in order to verify the application of the corrective actions. The responsible auditor or the Certification Body's representative shall decide on the extent of the necessary corrective actions. If the Client fails to use the additional time for the application of the corrective actions or if the non conformities found are not possible to withdraw, the audit, and, consequently, the Certification are considered to have a negative result.
4. The Certification Body shall inform the Client after issuance of the Certificate about relevant changes of the Certification procedure immediately affecting the Client.
5. After a positive Certification decision and until the termination of this agreement, the Certification Body shall include the Client's company in the list of TUV Austria Bureau of Inspection & Certification Pvt Ltd Certified companies with reference to the activities for which it is certified, unless the Client clearly objects to this.
6. The Certification Body shall give certified clients the needed due notice of any changes in requirements for Certification and verify that each Certified client complies with the new requirements.
7. The Certification Body shall exercise proper control of the property and shall consider inaccurate references in relation to the level of Certification or misleading use of

Certification documents, marks/seal or audit reports. The result of this action may lead to the need for corrective actions on behalf of the Client or to suspension, withdrawal of the Certification, publication of the circumvention and, if necessary, legal action.

8. The Certification Body shall take down in writing any complaints by the Client relevant to the Certification procedure. If no agreement can be reached between the Client and the Certification Body, the steering/Impartiality committee of the Certification Body decides on involving the arbitral body.

4. Surveillance Audit.

The Certificate is valid for 03 year since the date of issue, in case of initial certification or re-certification, and new certificate will be issued as long as surveillance audits are conducted, with a positive result, every year, till 03 years of contract. In particularly justified cases, a surveillance audit in less time may be necessary. The decision for this necessity lies in the discretion of the Certification Body.

In case of a valid Certificate transfer from another Accredited Certification Body, the expiry date of the Certificate that TUV Austria Bureau of Inspection & Certification Pvt Ltd will issue, will be the same of the one of the Certificate of the previous Certification Body. Yearly surveillance audits must be conducted, with a positive result, in this case also.

5. Scope of the Right to Use the TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal and the Certificate

1. TUV Austria Bureau of Inspection & Certification Pvt Ltd is the owner of the Halal Mark/seal "TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal" is registered by the concerned authorities. After the issue of the Certificate, the Certification Body gives the Client the right to use the Halal Mark/Seal as shown in para 11 below.
2. The right to use the TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/seal refers exclusively to the Client's Certified product and the specific scope of the Certification. The use of the logo for any other business unit of the Client's company or for any other activity is prohibited.
3. The TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal may only be used in the form depicted in Annex 3. The mark/seal must be easily legible and clearly visible. The Client is obliged to submit respective drafts for the planned use of the mark/seal in company's correspondence documents, and on the certified products etc. to the Certification Body before using them, in order to be approved.
4. The TUV Austria Bureau of Inspection & Certification Pvt Ltd mark/seal may only be used on products or products' packages or use it with regard to products or production procedures. The right to use the logo is limited to the authorized Client and cannot be assigned to any third party or any legal successor of the Client, without prior consent of the Certification Body. If such an assignment is legitimate, a request shall be submitted. There may be a need for a conduction of a new audit.

5. In case of claims against the Certification Body for improper use of the TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal by the Client, the latter, in accordance with the provisions for the producer's responsibility, is obliged to relieve the Certification Body of any third party claim. The same applies also in case of claims against the Certification Body by third parties for improper promotional claims made by the Client.
6. The Client shall use the TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal for competition purposes, in such a way, that the reference to the company is within the Certification context. The Client shall make sure not to create the impression that the Certification was granted after an audit by a state or governmental authority.
7. The Client has no right to make any changes to the Certificates.

6. Termination of the right to use the TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal and the Certificate

1. The right of the Client to use the TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal and to maintain the Certificate shall be terminated immediately, if:
 - the Client does not inform the Certification Body for significant changes in the company's structure or indication of such changes, that have a direct impact on the Certification (e.g. change in legal form, change of company's headquarters address, or changes in the product raw or packaging material)
 - the result of the surveillance audit, according to Clause 4 of this Agreement, does not justify the maintenance of the Certificate any more
 - the surveillance audits cannot be carried out for reasons the Certification Body cannot justify
 - Bankruptcy proceedings are instituted against the property of the Client or if a bankruptcy petition against the latter is dismissed for lack of assets,
 - the Client does not pay the Certification Body's fee within the prescribed by the Certification Body time limit
 - the Certification or the maintenance of the Certificate is prohibited by a state or governmental authority or by a court.
 - if the Client uses the TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal in a way contrary to the specified in Clause 5 (2) to 5 (7) or in a way contrary to the provisions of this Agreement. If the requirements of Clauses 5(2) to (7) and 6 are not satisfied, the Certification Body has the right to withdraw and cancel the Certificate.

In case of termination of the right to use the Certificate, the Client is obliged to return promptly the original of the Certificate to the Certification Body.

7. Warranty

1. The issued Certificate certifies that the Client satisfies at the specific time (time of the on-site audit) the requirements of the standard by which the evaluation is made. The Certificate does not warrant neither certifies the compliance of the quality of the Client's products or services, but only the compliance of the specified halal products as per the defined raw and packaging material

used in them. The certificate also does not warrant to all those raw and packaging material that is amended or changed in the certified product without prior notification to the TUV.

2. The Certification Body does not warrant that the Client will get, because of the Certification, positive decisions or approvals, by relevant state or governmental authorities, regulatory bodies, other technical inspection bodies or similar organizations that can conclude on the Client's company or products. Granting of the Certificate does not warrant the success in undertaking by the Client of projects, in the public or the private sector, for which the Certification is a prerequisite.

8. Responsibility of the Certification Body

1. The issued Certificate certifies that the Client satisfies at the specific time (time of the on-site audit) the requirements of the standard by which the evaluation is made. The Certification Body has no responsibility if the Client does not apply constantly the Certified Management System/Product. The Certificate does not warrant neither certifies the compliance of the quality of the Client's products or services, but only the compliance of the specified halal products as per the defined raw and packaging material used in them. The certificate also does not warrant to all those raw and packaging material that is amended or changed in the certified product without prior notification to the TUV.
2. The Certification Body is not responsible for any changes in the Client's company that affect the Halal Certification, for which the Certification Body is not informed.
3. The Certification Body conducts the Halal Audits according to PS 3733 Standard and does not at any case substitute the control of state or governmental authorities, regulatory bodies, other technical inspection bodies or similar organizations.
4. If a claim is filed against the Certification Body by a third party, because of circumstances out of the sphere of the Certification Body, the Client shall hold the Certification Body harmless against any liability. In any case, the Certification Body has the right to demand from the Client refund for any compensation paid to third parties for anything beyond the Certification Body's responsibility and anything that is not relevant to the Certification.

9. Duration.

1. This Agreement/Proposal comes into force upon signature by both parties and is valid for (3) three years after the date of signature in case of initial certification or re-certification.
In case of a valid Certificate transfer from another Accredited Certification Body to TUV Austria Bureau of Inspection & Certification Pvt Ltd the Agreement/Proposal covers the validity of the transferred Certificate, and also the of validity of the new Certificate which will be issued after every surveillance and re-certification audit with a positive result.

2. The right for immediate termination for an important reason, is not affected. An important reason is considered especially when there are the conditions for the termination of the right to use the TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal or the Certificate, as specified in Clause 6 of this Agreement.

10. Notifications.

Any document relevant to the Agreement, including any judicial documents, will be lawfully delivered to the address declared in this Agreement even if it (residence or company's headquarters) is shut down or the parties have abandoned them, unless one party notifies the other for a change of residence or headquarters' address. In that case the new address will be considered as valid for the above communication.

1. Any changes and amendments of this Agreement must be written in order to be legally effective. All terms of this Agreement are considered as essential.
2. If one or more terms of this Agreement become invalid, this does not mean the whole Agreement is invalid. The parties should replace the invalid term(s) with reference to the principles of good faith and best working practices and according to this Agreement. Any delay or failure on behalf of the Certification Body to exercise its rights, cannot be considered as a resignation from these rights.

11. TUV Austria Bureau of Inspection & Certification Halal Mark / Seal Display

Display of TUV Austria Bureau of Inspection & Certification Pvt Ltd Halal Mark/Seal.



Jamia Ashrafia Ref # 538/UMQ/06.
Jamea-Al-Muntazar Ref # 100190.

Annex 3