



Management System Conformity Assessment Body

DC-05

Version 1 dated September 9, 2025

GENERAL CONDITIONS FOR THE PROVISION OF SERVICES OF THE MANAGEMENT SYSTEM CONFORMITY ASSESSMENT BODY

General

- All offers of services and all contractual relationships within the **Management System Conformity Assessment Body** are governed by these general terms and conditions of service.
- The only contact person in the **Management System Conformity Assessment Body** (herein-after referred to as the MSCAB) is the official representative of the client, and no other party has the right to provide information, request changes in the scope of certification, or request the issuance of reports or certificates.

Provision of services

- The MSCAB will provide certification services using internationally recognized competencies and in accordance with the requirements of the specific scheme.
- The provision of MSCAB services is governed by the internal procedures of the organization, the requirements of each specific scheme and applicable legal requirements in the geographic location.
- The information provided in the audit reports is based on the results of an audit, inspection or testing carried out at the customer's premises in accordance with his instructions.
- The MSCAB informs the client in advance of any engagement of third-party contractors to provide services, providing the client with an opportunity to object. The client must agree to the MSCAB engaging third-party contractors, disclosing client information, and/or sharing assessment results. Results reports issued by the MSCAB will reflect only the actual interventions performed and within the guidelines.
- The MSCAB ensures that certification decisions are made impartially and based solely on objective evidence, and that any risks to impartiality are identified, assessed and mitigated.
- MSCAB undertakes to remind the client of the status of his certificate and to provide all information regarding the certification process upon request.

Client's obligations

- During the application review period, the client is obliged to provide the team with sufficient information and documents necessary to perform the requested services.
- Provide the MSCAB team with all necessary access to the premises where services will be provided and take all necessary steps to eliminate any obstacles or interruptions in the provision of services.
- Ensure that all necessary measures are taken to ensure the safety and security of working conditions, facilities and installations during the provision of services.

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- Comply with the requirements of the specific certification scheme and, in the event of any changes to the requirements, the Client assumes responsibility for making the necessary changes to maintain compliance.
- Promptly inform the MSCAB of any planned changes affecting the scope of certification before they are made.

Fees and Payments

- The cost of certification services is agreed upon between the MSCAB and the client in accordance with the terms of the contract, and all applicable taxes are paid by the client.
- Unless a shorter period is specified in the invoice, the client is obliged to make payment promptly no later than 30 days from the date of issuance of the relevant invoice or within another period specified by the Company in the invoice (“Payment Period”).
- The Client shall not have the right to withhold or defer payment of any amounts due to the MSCAB in connection with any dispute, counterclaim or set-off that it may have against the organization.
- The MSCAB may, at its discretion, file a claim for recovery of unpaid fees in any court having jurisdiction.
- If any unexpected problems or expenses arise during the provision of services, MSCAB is obliged to notify the Client and has the right to charge an additional fee to cover the additional time and costs required to complete the services.
- The MSCAB may be unable to perform all or part of its services for any reason beyond its control, including the Client’s failure to fulfill any of its obligations. However, the Client must pay all non-reimbursable expenses incurred by the organization, as well as receive a portion of the agreed-upon fee equal to the share of services performed.

Suspension or termination of services

- The MSCAB has the right to suspend or terminate the provision of certification services to a client in the event of the client’s failure to comply with any mandatory requirements, even after the expiration of the agreed period for carrying out corrective measures, and/or in the event of the client’s failure to pay the cost of certification services, bankruptcy, bankruptcy proceedings, or termination of operations.

Liability and compensation for damages

- MSCAB has sufficient insurance coverage for liabilities arising from its activities.
- Results reports are prepared based on evidence (information, documents, test results) collected on behalf of the client’s representative during the assessment process. The MSCAB team is not liable to the client or any third party for any discrepancies arising from unclear, erroneous, incomplete, misleading, or false information provided to the client during the assessment.

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- MSCAB shall not be liable for any delay, partial or complete failure to perform services arising directly or indirectly as a result of any event beyond its control, including the failure of the client to comply with any of its obligations.
- MSCAB is not liable for any indirect or consequential damages, including, but not limited to, lost profits, lost business, lost opportunities, loss of goodwill, and product recall costs. Furthermore, the company is not liable for any losses, damages, or expenses arising from third-party claims (including, but not limited to, product liability claims) that may be incurred by the Client.
- Both parties are released from liability for their obligations if they prove that this occurred due to force majeure. In this case, the deadline for fulfilling obligations under this Agreement is accordingly postponed for the duration of such circumstances and their consequences. If obligations under this Agreement cannot be fulfilled due to the above circumstances, the Parties undertake to amend or terminate the Agreement in a manner beneficial and acceptable to both Parties.

Miscellaneous

- If any one or more provisions of these General Terms and Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- In the process of providing services, the client must not directly or indirectly induce, encourage or suggest that employees of the MSCAB resign from the organization or change the results of assessments.
- The use of the MSCAB name or registered trademarks for advertising purposes is prohibited without the prior written permission of MSCAB.

Law, jurisdiction and dispute resolution

- Unless otherwise expressly agreed, all disputes arising out of or in connection with contractual relations shall be governed by the laws of Turkmenistan, excluding any rules of conflict of laws, and shall be finally resolved in accordance with the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

Confidentiality

- Client information, as well as any oral or written information that one party (the MSCAB or the client) may receive from the other party after signing the contract, is considered confidential. This does not include:
 - Information that becomes publicly known.
 - Information that was available to the receiving party on a non-confidential basis prior to its disclosure by the disclosing party.
 - Information disclosed by an independent third party entitled to make such disclosure.

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- Except as otherwise provided by law, neither party shall disclose the other party's confidential information to any person or entity except as expressly provided in this Agreement.

Management system conformity assessment body

Director – Meredov M.B. 



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