



Life Environmentally Optimized

Rules for recognition of Test Laboratories

Effective from 1 March 2018

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GENERAL CONDITIONS

Definitions:

“Administration” means the Government of the State whose flag the Ship is entitled to fly or under whose authority the Ship is authorised to operate in the specific case.

“IACS” means the International Association of Classification Societies.

“Interested Party” means the party, other than the Society, having an interest in or responsibility for the Ship, product, plant or system subject to classification or certification (such as the owner of the Ship and his representatives, the ship builder, the engine builder or the supplier of parts to be tested) who requests the Services or on whose behalf the Services are requested.

“Owner” means the registered owner, the ship owner, the manager or any other party with the responsibility, legally or contractually, to keep the ship seaworthy or in service, having particular regard to the provisions relating to the maintenance of class laid down in Part A, Chapter 2 of the Rules for the Classification of Ships or in the corresponding rules indicated in the specific Rules.

“Rules” in these General Conditions means the documents below issued by the Society:

- (i) Rules for the Classification of Ships or other special units;
- (ii) Complementary Rules containing the requirements for product, plant, system and other certification or containing the requirements for the assignment of additional class notations;
- (iii) Rules for the application of statutory rules, containing the rules to perform the duties delegated by Administrations;
- (iv) Guides to carry out particular activities connected with Services;
- (v) Any other technical document, as for example rule variations or interpretations.

“Services” means the activities described in Article 1 below, rendered by the Society upon request made by or on behalf of the Interested Party.

“Ship” means ships, boats, craft and other special units, as for example offshore structures, floating units and underwater craft.

“Society” or “TASNEEF” means Tasneef and/or all the companies in the Tasneef Group which provide the Services.

“Surveyor” means technical staff acting on behalf of the Society in performing the Services.

Article 1

1.1. The purpose of the Society is, among others, the classification and certification of ships and the certification of their parts and components. In particular, the Society:

- (i) sets forth and develops Rules;
- (ii) publishes the Register of Ships;
- (iii) issues certificates, statements and reports based on its survey activities.

1.2. The Society also takes part in the implementation of national and international rules and standards as delegated by various Governments.

1.3. The Society carries out technical assistance activities on request and provides special services outside the scope of classification, which are regulated by these general conditions, unless expressly excluded in the particular contract.

Article 2

2.1. The Rules developed by the Society reflect the level of its technical knowledge at the time they are published. Therefore, the Society, although committed also through its research and development services to continuous updating of the Rules, does not guarantee the Rules meet state-of-the-art science and technology at the time of publication or that they meet the Society's or others' subsequent technical developments.

2.2. The Interested Party is required to know the Rules on the basis of which the Services are provided. With particular reference to Classification Services, special attention is to be given to the Rules concerning class suspension, withdrawal and reinstatement. In case of doubt or inaccuracy, the Interested Party is to promptly contact the Society for clarification.

The Rules for Classification of Ships are published on the Society's website: www.tasneef.ae.

2.3. The Society exercises due care and skill:

- (i) in the selection of its Surveyors
- (ii) in the performance of its Services, taking into account the level of its technical knowledge at the time the Services are performed.

2.4. Surveys conducted by the Society include, but are not limited to, visual inspection and non-destructive testing. Unless otherwise required, surveys are conducted through sampling techniques and do not consist of comprehensive verification or monitoring of the Ship or of the items subject to certification. The surveys and checks made by the Society on board ship do not necessarily require the constant and continuous presence of the Surveyor. The Society may also commission laboratory testing, underwater inspection and other checks carried out by and under the responsibility of qualified service suppliers. Survey practices and procedures are selected by the Society based on its experience and knowledge and according to generally accepted technical standards in the sector.

Article 3

3.1. The class assigned to a Ship, like the reports, statements, certificates or any other document or information issued by the Society, reflects the opinion of the Society concerning compliance, at the time the Service is provided, of the Ship or product subject to certification, with the applicable Rules (given the intended use and within the relevant time frame).

The Society is under no obligation to make statements or provide information about elements or facts which are not part of the specific scope of the Service requested by the Interested Party or on its behalf.

3.2. No report, statement, notation on a plan, review, Certificate of Classification, document or information issued or given as part of the Services provided by the Society shall have any legal effect or implication other than a representation that, on the basis of the checks made by the Society, the Ship, structure, materials, equipment, machinery or any other item covered by such document or information meet the Rules. Any such document is issued solely for the use of the Society, its committees and clients or other duly authorised bodies and for no other purpose. Therefore, the Society cannot be held liable for any act made or document issued by other parties on the basis of the statements or information given by the Society. The validity, application, meaning and interpretation of a Certificate of Classification, or any other document or information issued by the Society in connection with its Services, is governed by the Rules of the Society, which is the sole subject entitled to make such interpretation. Any disagreement on technical matters between the Interested Party and the Surveyor in the carrying out of his functions shall be raised in writing as soon as possible with the Society, which will settle any divergence of opinion or dispute.

3.3. The classification of a Ship, or the issuance of a certificate or other document connected with classification or certification and in general with the performance of Services by the Society shall have the validity conferred upon it by the Rules of the Society at the time of the assignment of class or issuance of the certificate; in no case shall it amount to a statement or warranty of seaworthiness,

structural integrity, quality or fitness for a particular purpose or service of any Ship, structure, material, equipment or machinery inspected or tested by the Society.

3.4. Any document issued by the Society in relation to its activities reflects the condition of the Ship or the subject of certification or other activity at the time of the check.

3.5. The Rules, surveys and activities performed by the Society, reports, certificates and other documents issued by the Society are in no way intended to replace the duties and responsibilities of other parties such as Governments, designers, ship builders, manufacturers, repairers, suppliers, contractors or sub-contractors, Owners, operators, charterers, underwriters, sellers or intended buyers of a Ship or other product or system surveyed.

These documents and activities do not relieve such parties from any fulfilment, warranty, responsibility, duty or obligation (also of a contractual nature) expressed or implied or in any case incumbent on them, nor do they confer on such parties any right, claim or cause of action against the Society. With particular regard to the duties of the ship Owner, the Services undertaken by the Society do not relieve the Owner of his duty to ensure proper maintenance of the Ship and ensure seaworthiness at all times. Likewise, the Rules, surveys performed, reports, certificates and other documents issued by the Society are intended neither to guarantee the buyers of the Ship, its components or any other surveyed or certified item, nor to relieve the seller of the duties arising out of the law or the contract, regarding the quality, commercial value or characteristics of the item which is the subject of transaction.

In no case, therefore, shall the Society assume the obligations incumbent upon the above-mentioned parties, even when it is consulted in connection with matters not covered by its Rules or other documents.

In consideration of the above, the Interested Party undertakes to relieve and hold harmless the Society from any third party claim, as well as from any liability in relation to the latter concerning the Services rendered.

Insofar as they are not expressly provided for in these General Conditions, the duties and responsibilities of the Owner and Interested Parties with respect to the services rendered by the Society are described in the Rules applicable to the specific Service rendered.

Article 4

4.1. Any request for the Society's Services shall be submitted in writing and signed by or on behalf of the Interested Party. Such a request will be considered irrevocable as soon as received by the Society and shall entail acceptance by the applicant of all relevant requirements of the Rules, including these General Conditions. Upon acceptance of the written request by the Society, a contract between the Society and the Interested Party is entered into, which is regulated by the present General Conditions.

4.2. In consideration of the Services rendered by the Society, the Interested Party and the person requesting the service shall be jointly liable for the payment of the relevant fees, even if the service is not concluded for any cause not pertaining to the Society. In the latter case, the Society shall not be held liable for non-fulfilment or partial fulfilment of the Services requested. In the event of late payment, interest at the legal current rate increased by 1.5% may be demanded.

4.3. The contract for the classification of a Ship or for other Services may be terminated and any certificates revoked at the request of one of the parties, subject to at least 30 days' notice to be given in writing. Failure to pay, even in part, the fees due for Services carried out by the Society will entitle the Society to immediately terminate the contract and suspend the Services.

For every termination of the contract, the fees for the activities performed until the time of the termination shall be owed to the Society as well as the expenses incurred in view of activities already programmed; this is without prejudice to the right to compensation due to the Society as a consequence of the termination.

With particular reference to Ship classification and certification, unless decided otherwise by the Society, termination of the contract implies that the assignment of class to a Ship is withheld or, if already assigned, that it is suspended or withdrawn; any statutory certificates issued by the Society will be withdrawn in those cases where provided for by agreements between the Society and the flag State.

Article 5

5.1. In providing the Services, as well as other correlated information or advice, the Society, its Surveyors, servants or agents operate with due diligence for the proper execution of the activity. However, considering the nature of the activities performed (see art. 2.4), it is not possible to guarantee absolute accuracy, correctness and completeness of any information or advice supplied. Express and implied warranties are specifically disclaimed.

Therefore, except as provided for in paragraph 5.2 below, and also in the case of activities carried out by delegation of Governments, neither the Society nor any of its Surveyors will be liable for any loss, damage or expense of whatever nature sustained by any person, in tort or in contract, derived from carrying out the Services.

5.2. Notwithstanding the provisions in paragraph 5.1 above, should any user of the Society's Services prove that he has suffered a loss or damage due to any negligent act or omission of the Society, its Surveyors, servants or agents, then the Society will pay compensation to such person for his proved loss, up to, but not exceeding, five times the amount of the fees charged for the specific services, information or opinions from which the loss or damage derives or, if no fee has been charged, a maximum of AED5,000 (Arab Emirates Dirhams Five Thousand only). Where the fees charged are related to a number of Services, the amount of the fees will be apportioned for the purpose of the calculation of the maximum compensation, by reference to the estimated time involved in the performance of the Service from which the damage or loss derives. Any liability for indirect or consequential loss, damage or expense is specifically excluded. In any case, irrespective of the amount of the fees charged, the maximum damages payable by the Society will not be more than AED5,000,000 (Arab Emirates Dirhams Five Millions only). Payment of compensation under this paragraph will not entail any admission of responsibility and/or liability by the Society and will be made without prejudice to the disclaimer clause contained in paragraph 5.1 above.

5.3. Any claim for loss or damage of whatever nature by virtue of the provisions set forth herein shall be made to the Society in writing, within the shorter of the following periods: (i) THREE (3) MONTHS from the date on which the Services were performed, or (ii) THREE (3) MONTHS from the date on which the damage was discovered. Failure to comply with the above deadline will constitute an absolute bar to the pursuit of such a claim against the Society.

Article 6

6.1. These General Conditions shall be governed by and construed in accordance with United Arab Emirates (UAE) law, and any dispute arising from or in connection with the Rules or with the Services of the Society, including any issues concerning responsibility, liability or limitations of liability of the Society, shall be determined in accordance with UAE law. The courts of the Dubai International Financial Centre (DIFC) shall have exclusive jurisdiction in relation to any claim or dispute which may arise out of or in connection with the Rules or with the Services of the Society.

6.2. However,

- (i) In cases where neither the claim nor any counterclaim exceeds the sum of AED300,000 (Arab Emirates Dirhams Three Hundred Thousand) the dispute shall be referred to the jurisdiction of the DIFC Small Claims Tribunal; and
- (ii) for disputes concerning non-payment of the fees and/or expenses due to the Society for services, the Society shall have the

right to submit any claim to the jurisdiction of the Courts of the place where the registered or operating office of the Interested Party or of the applicant who requested the Service is located.

In the case of actions taken against the Society by a third party before a public Court, the Society shall also have the right to summon the Interested Party or the subject who requested the Service before that Court, in order to be relieved and held harmless according to art. 3.5 above.

Article 7

7.1. All plans, specifications, documents and information provided by, issued by, or made known to the Society, in connection with the performance of its Services, will be treated as confidential and will not be made available to any other party other than the Owner without authorisation of the Interested Party, except as provided for or required by any applicable international, European or domestic legislation, Charter or other IACS resolutions, or order from a competent authority. Information about the status and validity of class and statutory certificates, including transfers, changes, suspensions, withdrawals of class, recommendations/conditions of class, operating conditions or restrictions issued against classed ships and other related information, as may be required, may be published on the website or released by other means, without the prior consent of the Interested Party.

Information about the status and validity of other certificates and statements may also be published on the website or released by other means, without the prior consent of the Interested Party.

7.2. Notwithstanding the general duty of confidentiality owed by the Society to its clients in clause 7.1 above, the Society's clients hereby accept that the Society may participate in the IACS Early Warning System which requires each Classification Society to provide other involved Classification Societies with relevant technical information on serious hull structural and engineering systems failures, as defined in the IACS Early Warning System (but not including any drawings relating to the ship which may be the specific property of another party), to enable such useful information to be shared and used to facilitate the proper working of the IACS Early Warning System. The Society will provide its clients with written details of such information sent to the involved Classification Societies.

7.3. In the event of transfer of class, addition of a second class or withdrawal from a double/dual class, the Interested Party undertakes to provide or to permit the Society to provide the other Classification Society with all building plans and drawings, certificates, documents and information relevant to the classed unit, including its history file, as the other Classification Society may require for the purpose of classification in compliance with the applicable legislation and relative IACS Procedure. It is the Owner's duty to ensure that, whenever required, the consent of the builder is obtained with regard to the provision of plans and drawings to the new Society, either by way of appropriate stipulation in the building contract or by other agreement.

In the event that the ownership of the ship, product or system subject to certification is transferred to a new subject, the latter shall have the right to access all pertinent drawings, specifications, documents or information issued by the Society or which has come to the knowledge of the Society while carrying out its Services, even if related to a period prior to transfer of ownership.

Article 8

8.1. Should any part of these General Conditions be declared invalid, this will not affect the validity of the remaining provisions.

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1 FIELD OF APPLICATION

These Rules provide the general criteria adopted by Tasneef for the evaluation and recognition of testing laboratories intending to carry out tests and measurements of materials and products subject to inspection by Tasneef. Their enforcement is mandatory for laboratories operating for the purpose of EC certification of products in accordance with European Directives, when Tasneef acts if authorized and when they are not already accredited, for the test methods under consideration, by an accreditation body full member of ILAC (International Laboratory Accreditation Cooperation).

2 APPLICATION

The laboratory is to submit to Tasneef an application for recognition, enclosing the following details:

- general information regarding the laboratory (designation, address, legal status, human and technical resources);
- list of tests for which recognition is requested;
- name and qualification of the persons responsible for the technical validity of the tests;
- description of the internal organisation and of the system adopted by the laboratory to ensure the quality of the testing services.

Having examined the application and verified that the information and documents are complete and comply with the provisions contained in these Rules, Tasneef will arrange with the laboratory the date for the performance of the assessment survey.

3 MANAGEMENT REQUIREMENTS

3.1 General

The laboratory is to comply with the requirements of UNI CEI EN ISO/IEC 17025: 2005 and subsequent amendments and additions.

3.2 Impartiality, independence and confidentiality

The testing laboratory and its personnel are to be free from any commercial, financial or other pressures which might affect their judgement.

The laboratory is not to be involved, either directly or through the employer, in the design and manufacture of the product tested as this could affect its impartiality. Should the laboratory be part of an organisation that conducts other activities in addition to testing, such as design, manufacturing, R&D, market research and financing (for example, testing rooms on production sites), responsibilities are to be defined in order to identify any potential conflict of interests and ensure that the applicable requirements are complied with.

The laboratory is to treat as confidential any information and documents obtained in the course of its activities and is not to divulge such information and documents to third parties, unless specifically authorised by the data subject or required by law.

3.3 Management and organisation

The laboratory or the organisation to which it belongs is to be a body with legal status and liability.

The laboratory is to be competent to perform the tests for which recognition is requested. It is responsible for carrying out testing activities so as to satisfy these Rules, the demands of the customer and the provisions issued by the competent authorities.

The laboratory is to:

- a) have management and technical personnel with the necessary authority and skills to carry out their tasks, identify any non-conformities in the quality system or the testing procedures, and implement preventive actions designed to eliminate or minimise such non-conformities,
- b) define its organisational and management structure, its position in the parent organisation and the relations between the quality department, the technical activities and the support services,
- c) specify the responsibilities, authority and interdependence of all personnel involved in the management, performance or supervision of work related to the quality of the testing services,
- d) appoint a staff member to the position of quality director; this person is to have the responsibility and authority necessary to ensure that the quality system is instituted and implemented at all times. The quality director is to have direct access to senior management responsible for decision-making in the field of quality policy and resources,
- e) adopt policies and procedures guaranteeing the protection of confidential information and safeguarding the property rights of customers, including procedures for the storage and electronic transmission of test results,
- f) provide adequate supervision of testing staff, including trainees, by persons familiar with methods and procedures, purpose of each test and with the assessment of test results,
- g) have technical management which has overall responsibility for the technical operations and the provision of the resources needed to ensure the required quality of laboratory operations,
- h) appoint deputies for key managerial personnel,
- i) ensure that its personnel are aware of the relevance and importance of their activities and how they contribute to the achievement of the objectives of the management system.

3.4 Quality system

The laboratory is to institute, implement and maintain a management system appropriate to the scope of its activities. The laboratory is to document the policies, systems, programs, procedures and instructions to the extent that these are needed to ensure the quality of the test results. The system documentation is to be made available so that it can be understood and applied by the laboratory personnel.

The laboratory's management system policies and objectives are to be defined in the quality manual. The general objectives are to be documented in a quality policy statement to be defined by the top management. This statement is to cover at least the following points:

- a) a commitment by the top management to good professional practice and to the quality of its testing in servicing its customers;
- b) a commitment by the top management about the laboratory's standard of service;
- c) the purpose of the management system related to quality;
- d) a requirement that all personnel involved in testing activities are familiar with the quality documentation and implement the relevant policies and procedures at work;
- e) the laboratory management's commitment to comply with the UNI CEI EN ISO/IEC 17025: 2005 standard

and to continually improve the effectiveness of the management system.

The quality manual is to contain or refer to associated procedures in support of quality policy; this includes technical procedures and the structure of management system documentation.

3.5 Document control

The laboratory is to set up and maintain procedures to control all management system documents (whether they are prepared internally or externally) such as regulations, rules and requirements, test methods as well as drawings, software, specifications, instructions and manuals.

All the laboratory's management system documents issued are to be reviewed and approved for use by authorised personnel in advance. A general checklist with indication of the current revision status and the distribution of quality system documents is to be prepared and made readily available in order to ensure that only the most recent editions of documents are circulated and used.

Unless otherwise stated, changes to documents are to be reviewed and approved by the same person (or by whoever is working in that position) that carried out the initial review. The staff members concerned are to have access to all relevant information on which to base their review and approval.

3.6 Personnel

Personnel conducting tests are to have the necessary qualifications, technical skills, experience and training to carry out their assigned tasks, in compliance with the requirements of ISO 17025 and subsequent amendments and additions.

3.7 Subcontracting

In general, the laboratory is not authorised to subcontract the testing for which it has obtained recognition from Tasneef.

4 TECHNICAL REQUIREMENTS

4.1 General

The laboratory is to comply with the requirements of ISO 17025 and subsequent amendments and additions.

4.2 Premises

The premises used for tests are to be such as not to have an adverse effect on the testing or results; to this end the environmental conditions concerning temperature, humidity, dust, vibrations, etc. are to be suitably controlled. Such conditions are to be specified in the test procedures. The premises are to be sufficiently spacious and suitably lit so as to enable operators to work adequately. Access to the testing laboratories is to be suitably controlled.

4.3 Equipment

The laboratory is to be provided with all the equipment necessary for sampling, measurement and testing as well as processing and analysis of test results. Where the laboratory needs to use equipment that is outside its permanent control, it is to ensure that the following provisions are complied with.

The equipment and software used for testing, calibration and sampling are to guarantee the degree of accuracy required and be in compliance with the relevant test specifications.

The laboratory is to:

- prepare and apply written procedures for the identification and calibration of the equipment;
- specify for each piece of equipment its type, identification, frequency of calibrations and limit of acceptance, as well as the system used to show the calibration status;
- carry out calibrations periodically, or prior to use, by means of certified instruments that can be compared against nationally recognised samples, or on the basis of documented criteria; a copy of the calibration documentation is to be retained;
- ensure that the use, handling and storage of equipment are such as not to impair its calibration, accuracy or suitability for the purpose.

Tasneef reserves the right to verify compliance with these requirements also during testing of products.

Equipment is only to be used by authorised personnel. Up to date instructions on use and maintenance (including any manual supplied by the equipment Manufacturer) are to be made readily available to the relevant laboratory staff.

A record card is to be kept for each piece of testing equipment with the following information:

- the name of the Manufacturer, the type and the serial number of the equipment;
- the frequency of calibration;
- the date of calibration checks performed;
- details of maintenance carried out.

4.4 Test methods and procedures

The laboratory is to prepare documented instructions on the use and operation of all equipment, on the standard testing techniques and, as far as possible, on the handling and preparation of materials subjected to tests.

The instructions, standards, manuals and reference data used in laboratory activities are to be kept up to date and made readily accessible to personnel.

The laboratory is to use the methods and procedures required by the standard or by the technical specification according to which the product is tested. Where it is necessary to employ non-standard test methods or procedures, these are to be comprehensively documented. All the calculations and data transfer are to be subjected to suitable monitoring. When numerical analysis is obtained by means of electronic and data elaboration techniques, the system is to be sufficiently reliable and stable (hardware and software) so as not to affect the accuracy of the results.

4.5 Test reports

The results of each test or series of tests carried out by the laboratory are to be recorded accurately, clearly, objectively, unambiguously and in conformity with the instructions specific to the particular test method.

The results are to be recorded in a test report and are to include all the information requested by the customer and needed for their interpretation as well as full details of the method used.

Each test report is to contain at least the following details:

- a) title of the document (e.g. "Test Report");
- b) name and address of the laboratory, and the place where the tests were conducted, if different from the above;
- c) unique identification of the report and of each page so that it is recognisable as part of the parent document, as well as clear identification of the end of the report;
- d) name and address of the customer;

- e) identification of the method used;
- f) description, including the condition, and unambiguous identification of the item(s) tested;
- g) date of receipt of the item(s) tested when this is a critical factor for the validity and application of the results, and the date(s) of testing;
- h) reference to sampling plans and procedures used by the laboratory or other bodies where these are relevant to the validity or application of the results;
- i) test results, with the units of measurement when appropriate;
- j) the name(s), position(s) and signature(s) or equivalent identification of the person(s) authorising the issue of the test report;
- k) indication, if necessary, of the uncertainty of the measurements;
- l) if relevant, a declaration stating that the results refer only to the items tested.

4.6 Identification of samples and items for testing

A system of identification of the samples or items to be tested is to be implemented, by means of documents and marking, in order to avoid confusion over the identity of samples or items and over the results of measurements performed.

5 ASSESSMENT SURVEY

The laboratory requesting recognition will be subjected to an assessment survey by Tasneef in order to ascertain whether the requirements specified in items 3 and 4 are complied with. The survey will be conducted using the questionnaire attached in annex C.

6 DOCUMENT OF RECOGNITION

6.1 Independent laboratories

Subject to the satisfactory outcome of the survey carried out, Tasneef will issue a "Certificate of Assessment of the Laboratory" listing the tests for which the laboratory is recognised suitable as well as any specific conditions for performing such tests.

6.2 Other laboratories

For laboratories other than those in 6.1, located in test rooms and/or production facilities belonging to the Manufacturer or designated by the latter as a test location, Tasneef will issue a "Statement of Assessment of the Laboratory" listing the tests for which the laboratory is recognised suitable and specifying that testing is to be carried out with Tasneef personnel in attendance.

7 VALIDITY OF THE RECOGNITION

The duration of the validity of the recognition of the laboratory is 3 years, effective from the date of issue of the document.

At the expiry of the period of validity, the recognition may be renewed subject to the satisfactory outcome of a survey of the laboratory carried out according to similar criteria as for the initial survey. The validity may be renewed without a new survey if the laboratory has performed tests during the period of validity of the recognition, under the supervision of Tasneef Surveyors and fully complying with the relevant requirements.

8 CONDITIONS FOR THE MAINTENANCE OF THE RECOGNITION

During the period of validity of the recognition the laboratory is to ensure ongoing compliance with the initial conditions surveyed by Tasneef.

The laboratory is to notify Tasneef of any change to the internal organisation and/or to the system used to ensure the quality of the testing services.

The laboratory is to take the necessary measures so that Tasneef Surveyors can carry out surveys and tests in complete safety. In this regard it assumes with respect to Surveyors all the responsibility of employers for their workforce such as to meet the provisions of applicable legislation.

As a rule, when in attendance the Tasneef Surveyor is to be accompanied by laboratory personnel and is to have free access to all areas where it is necessary to carry out inspections required to verify compliance with the Rules. Free access is also to be given to auditors and/or inspectors from authorities or external bodies within the scope of vertical audits of Tasneef own performance.

Tasneef may suspend or withdraw the recognition in the event of failure to comply with the conditions laid down in these Rules.