

CE marking: Conditions of Contract for the Service of a Notified Body under European Union Directives (UK Regulation)

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1. INTRODUCTION

BSI means the British Standards Institution, a company incorporated by Royal Charter, whose principal office is situated at 389 Chiswick High Road, Chiswick, London, W4 4AL United Kingdom.

- 1.1 The European Union has chosen to legislate in the field of product safety by the means of Directives. Many such Directives require the manufacturer of products coming within their scope to affix CE marking before that product can legally be placed upon the market within the European Economic Area.
- 1.2 For certain Directives, prior to affixing CE marking, suppliers must submit to conformity assessment procedures performed by a Notified Body. Such bodies are designated by each Member State Government to the European Commission, which is responsible for this notification.
- 1.3 BSI has been designated by the Government of the United Kingdom and notified by the European Commission as a Notified Body for a number of Directives. The BSI Notified Body activity is vested in BSI Product Services.
- 1.4 Directives are implemented in the United Kingdom by Statutory Instruments, UK Regulation, and contain the criteria applied by the UK Government in designating Notified Bodies together with the conformity assessment process they undertake.
- 1.5 These Conditions constitute the requirements under which BSI agrees to provide for an Applicant or Certificate Holder, the Services of a Notified Body in respect of a specific U.K Regulation (Directive)
- 1.6 Applications for the Services of a Notified Body should be made on the Application Form to: Product Services, British Standards Institution, Maylands Avenue, Hemel Hempstead, Herts HP2 4SQ United Kingdom

2. DEFINITIONS

- 2.1 'Appeal Panel' means a panel established as necessary under clause 12 for the purpose of reviewing a decision of BSI.
- 2.2 'Applicant' and 'Certificate Holder' in the context of these Conditions, means the organization or individual which carries on a business of designing, producing, processing, packaging, distributing or placing on the market, be that solely, or in any combination of the foregoing and which either inquires about, or applies for, or undergoes the conformity assessment procedure defined in these Conditions.
- 2.3 'Application Form' means a form completed in accordance with the requirements of Clause 3.1.2.
- 2.4 'BSI EC Certificate' means the document issued from time to time by BSI on completion of the relevant conformity assessment procedure.
- 2.5 'BSI Representatives' means the employees and agents, for the time being, of BSI.
- 2.6 'CE marking' or 'Specific Symbol', means the mandatory marking affixed to a product to indicate compliance with the procedures and requirements of the relevant U.K Regulation (Directive).
- 2.7 'Competent Authority' means the body appointed by a Member State government and entrusted with administering the application of a particular Directive within that member state.
- 2.8 'Conformity assessment procedure' means the services performed by a Notified Body under UK Regulation (Directive).
- 2.9 'Directive' means the Council Directive on the approximation of the laws of the Member States of the European Union affecting the safety and performance of products. See clause 2.1.3
- 2.10 'Member State' means a Member State of the European Union (EU) or any other state (including the contracting parties to the Agreement on the European Economic Area) as may from time to time be accepted by the EU as part of its internal market and which has adopted the relevant Directive(s).
- 2.11 'Notified Body' means a body designated by a member state government and notified by the European Commission in accordance with a Directive, to provide a specified range of conformity assessment procedures.
- 2.12 'Placing on the market' means the first time a product is supplied or made available for supply in the European Economic Area .
- 2.13 'Product' means the goods or processes in relation to which either an application is made for conformity assessment procedures or a BSI EC Certificate is issued.
- 2.14 'UK Regulation' means the legislation of the United Kingdom, which implements the transposition into national law of a Directive

3. APPLICANT'S OBLIGATIONS

- 3.1 Application
 - 3.1.1 The Applicant agrees and undertakes at all times to comply with these Conditions, including for the avoidance of doubt, all requirements on the Applicant stated in them, and with any decision, direction requirement or notification given by BSI pursuant to them in establishing conformity with the relevant UK Regulation (Directive)
 - 3.1.2 The Applicant shall provide to BSI :
 - a completed Application Form for conformity assessment procedure on the Application Form appropriate for the particular UK Regulation (Directive)
 - list any personal protective equipment required under clause 8

- all the information and give all the undertakings required by the relevant UK Regulation (Directive).
 - the identity of any product that has been previously sold and has been returned to the manufacturer for upgrading, repair and/or refurbishment and is now for placing on the market in as-new condition.
 - a declaration, where required, that an application in respect of the particular UK Regulation (Directive) has not been made to any other Notified Body.
- 3.1.3 The Applicant shall pay to BSI, at the postal address given in clause 1.6 the fees relevant to the services of a Notified Body irrespective of an EC Certificate being issued.
 - 3.1.4 The Applicant shall advise BSI in writing of any change in or additions to:
 - a. the Applicants name, address or ownership
 - b. the effective control of the Applicant
 - c. the manufacturing or processing locations of the Applicant or its sub-contractors
 - 3.2 Conformity Assessment of Product and/or Quality System
The Applicant shall promptly comply with all reasonable requests made by BSI in the exercise of its functions including the provision of all information reasonably necessary for BSI to carry out the conformity assessment procedure and in particular shall:
 - provide BSI, where required, with all technical data in a Design Dossier or Technical File for all products covered by the application to demonstrate compliance with the UK Regulation (Directive)
 - provide or permit or facilitate access to, such product samples as BSI may require for inspection testing and evaluation to verify compliance with the requirements of the relevant UK Regulation (Directive);
 - provide BSI with all the quality system documentation required by the relevant UK Regulation (Directive);
 - allow BSI Representatives access to all relevant premises, processes, products, quality systems and records for the purpose of assessing the manufacturer's compliance with the requirements of the relevant UK Regulation (Directive). Unless otherwise agreed the manufacturer shall provide to BSI in English all the information needed to conduct the conformity procedure service.

4. BSI'S RIGHTS AND OBLIGATIONS

- 4.1 BSI shall exercise reasonable care and skill in the execution of the conformity assessment procedure, including the assessments, inspection, testing and surveillance and the rights and duties accepted under these Conditions, in particular in making any appointment of a person or agent for any of these purposes who shall however incur no personal liability
- 4.2 BSI shall not be liable for any indirect, consequential or purely economic losses howsoever they may arise.
- 4.3 BSI shall have no obligations, duties or liabilities in respect of the conformity assessment procedure other than those expressed in these Conditions.
- 4.4 BSI shall advise the Applicant / Certificate Holder, in summary form, of the application and assessment processes which it shall use in the conformity assessment procedure to verify compliance with the relevant UK Regulation (Directive).
- 4.5 Issue of BSI EC Certificates
 - 4.5.1 BSI shall verify a Applicant / Certificate Holder's compliance with the relevant UK Regulation (Directive), by as necessary, arranging to:
 - evaluate technical files/design dossiers, and/or
 - assess quality systems, and/or
 - conduct the testing of products
 - conduct an inspection of the product or installation, wherever located
 - 4.5.2 BSI shall, where it has verified compliance with the relevant UK Regulation (Directive), issue, amend or re-issue a BSI EC Certificate which is valid, generally, for a period of 5 years, unless otherwise stated in the UK Regulation (Directive).
 - 4.5.3 Where required by the relevant UK Regulation (Directive), BSI shall, during any year in which a BSI EC Certificate is held, arrange the appropriate inspection visit(s) to the certificate holder's premises or installation site and inspect or select samples of the product(s) for testing and/or inspection, all the foregoing to confirm that the Certificate Holder continues to meet the requirements of the relevant UK Regulation (Directive).
- 4.6 Refusal to issue BSI EC Certificate
 - 4.6.1 Where the Regulation (Directive) so requires, in the event that BSI is minded to refuse to issue, amend or re-issue a BSI EC Certificate or Specific Symbol it shall
 - give notice in writing to the Applicant/Certificate Holder of its view and the reasons why it is minded to do so; and
 - give the Applicant/Certificate Holder 28 days from the date of the notice to make representations in writing as to why the issue, amendment or re-issue of the BSI EC Certificate should not be refused; and
 - consider any such representations before making its final, decision; and
 - if the decision to refuse to issue, amend or re-issue is confirmed, give such decision in writing, advising the Applicant/Certificate Holder of its right of appeal under Clause 12 below.

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4.6.2 Where the Regulation (Directive) so requires and in circumstances other than those covered in Clause 4.6.1, in the event that BSI refuses to issue, amend or re-issue a BSI EC Certificate or Specific Symbol, it shall give detailed reasons in writing for its decision to the Applicant/Certificate Holder and also notify the bodies which the Regulation (Directive) requires it to so notify, advising the Applicant/Certificate Holder of its right of appeal under Clause 12 below.

- 4.7 Confidentiality
When providing the conformity assessment procedure BSI shall use all reasonable endeavour to keep confidential and not disclose to any third party, except the Competent Authority, information concerning the Applicant / Certificate Holder which is of a confidential nature, unless required or permitted to do so by Law.
- 4.8 Complaints about the Certificate Holder or its product(s) BSI may notify the Certificate Holder in writing of any complaints received relating to compliance with the requirements of the relevant UK Regulation (Directive). It may also, where required and at its discretion notify the Competent Authority or other Notified Bodies.

5 CERTIFICATE HOLDERS OBLIGATIONS

- 5.1 The Certificate Holder shall devise a means, to be approved by BSI, for communicating changes to BSI, based upon classifying changes to the product and quality system into Substantial or Secondary changes.
- 5.1.1 Those changes which affect the manufacturer's compliance with the requirements of the relevant UK Regulation (Directive) are Substantial changes and shall be communicated to BSI and shall require authorization from BSI before implementation. Changing subcontractors would be a Substantial change. Failure to advise BSI in advance of any Substantial changes could render a BSI EC Certificate invalid
- 5.1.2 Those changes that do not affect the manufacturer's compliance with the requirements of the relevant UK Regulation (Directive) are Secondary, and may be implemented immediately and communicated to BSI at intervals agreed by BSI or during periodic surveillance visits.
- 5.2 The Certificate Holder shall promptly comply with all reasonable requests made by BSI in the exercise of its functions including but not limited to those circumstances where the UK Regulation (Directive) requires continuing surveillance or random checks for conformity, and in particular shall:
- provide BSI, where required, with all technical data in a Design Dossier or Technical File, or however otherwise named, for all products covered by the EC certificate to demonstrate compliance with the UK Regulation(Directive)
 - provide or permit or facilitate access to, such product samples as BSI may require for inspection testing and evaluation to verify compliance with the requirements of the relevant UK Regulation (Directive);
 - provide BSI with all the quality system documentation required by the relevant UK Regulation (Directive);
 - allow BSI Representatives access to all relevant premises, processes, products, quality systems and records for the purpose of assessing compliance with the requirements of the relevant UK Regulation (Directive). Where required under the terms of a UK Regulation (Directive) such assessments may be unannounced
 - unless otherwise agreed the Certificate Holder shall provide all the information needed to conduct the conformity assessment service to BSI in English.
- 5.3 Adverse Incidents
The Certificate Holder shall at all times advise BSI of all adverse incidents (whenever and wherever occurring) concerning any product recorded on a BSI EC Certificate, together with any limitations, prohibitions, suspensions, terminations or warnings on the use or placing on the market (including those pending or anticipated) imposed by Competent Authorities (or like bodies).
- 5.4 A Certificate Holder shall advise BSI in writing of any changes in or additions to:
- a. the Certificate Holder's name, address or ownership
 - b. the effective control of the Certificate Holder
 - c. the manufacturing or processing locations of the Certificate Holder or its sub-contractors
 - d. the identity of its sub-contractors

6 RECORDS

The Certificate Holder shall retain in respect of any product stated on a BSI EC Certificate, legible, retrievable and in a legally acceptable form, all documents and data relating to the compliance of the product with the relevant UK Regulation (Directive) for the minimum period of years defined in the relevant UK Regulation (Directive) after cessation of manufacture of the product concerned.

7 AFFIXING OF CE MARKING OR SPECIFIC SYMBOL

- 7.1 The Certificate Holder shall in all respects relating to the display of CE marking or Specific Symbol comply with the requirements of the relevant UK Regulation (Directive).

- 7.2 The Certificate Holder shall affix CE marking or a Specific Symbol, together with the appropriate identification number assigned to BSI for the time being by the European Commission in accordance with the requirements of the applicable UK Regulation (Directive), in respect of those products stated on the BSI EC Certificate. It shall not affix or otherwise use CE marking or a Specific Symbol in any manner on or in connection with products not stated on the BSI EC Certificate.
- 7.3 The Certificate Holder shall make no statement with reference to CE marking or the Specific Symbol, which in the opinion of BSI may be misleading or incorrect.
- 7.4 The Certificate Holder must upon the termination of all or part of a BSI EC Certificate, howsoever that may arise, immediately cease affixing CE marking or a Specific Symbol to new product and remove the CE marking or a specific symbol, as may be required, from any product in its possession and discontinue all other use or reference to it including all reference to BSI in all documents, advertising in any media whatsoever and any other promotional material

8 HEALTH AND SAFETY

- 8.1 Subject to clause 8.3 an Applicant or Certificate Holder shall notify the appropriate BSI Representatives of any personal protective equipment that they are required to wear during an assessment or inspection or any other visit to any premises or site location.
- 8.2 Subject to clause 8.3 during the visits specified in clause 8.1 an Applicant or Certificate Holder shall provide such Representatives with the personal protective equipment specified in clause 8.1 and shall train them in its correct use.
- 8.3 The provisions of clauses 8.1 & 8.2 shall not apply to safety footwear and safety spectacles.

9 FEES – GENERAL PROVISIONS

- 9.1 Fees relating to an application or Certificate shall be stated in a statement of fees which shall be supplied to an Applicant or Certificate Holder.
- 9.2 Fees for Assessment and Testing shall be notified to the Applicant or Certificate holder for its prior agreement. Such fees are not refundable unless work for which the fees are paid is not carried out.
- 9.3 Application fees and pre-certificate Assessment and Testing fees are payable with the Application. All other fees shall be payable by the Applicant or Certificate Holder within 30 days of date of invoice.
- 9.4 The Applicant or Certificate Holder shall pay any fees payable pursuant to this Agreement in the currency of the United Kingdom.
- 9.5 Where the Applicant or Certificate Holder fails to pay any fees it shall be liable to pay interest at the monthly rate of 2 (two) percentage points over LIBOR (London Inter Bank Offer Rate) on the outstanding fees from the due date. Interest shall accrue on a day to day basis from and including the due date.
- 9.6 Any alteration to the fees shall take effect on a date that is not less than two calendar months after written notification of the alteration has been sent to the Applicant or Certificate Holder
- 9.7 The Applicant or Certificate Holder shall be responsible for all the costs of product samples, including delivery, return, packaging and transportation costs, customs charges and taxes.
- 9.8 Subject to Clause 9.9, all fees payable under these Conditions are exclusive of VAT, and any VAT shall be payable at the rate in force by the Licensee where appropriate.
- 9.9 The following criteria apply to Applicants and Certificate Holders residing outside the United Kingdom and the European Union:
- a. fees quoted by BSI are after deduction of all withholding, sales, local and value added taxes.
 - b. The Applicant or Certificate Holder is responsible for:
 - i. payment of all such taxes to the correct authorities at the proper times; and
 - ii. forwarding copies of all tax documentation to BSI.
 - c. All fees are to be paid to BSI in the currency of the United Kingdom. Payment in other currencies may only be made with BSI's express written consent. BSI will not accept any reductions in fees arising from exchange rate differences, bank charges, arrangements for letter-of-credit, guarantees or other charges, other than the normal transaction fees relating to the running of its own banking facilities.

10 REVOKING OF BSI EC CERTIFICATES

- 10.1 If the Certificate Holder fails to comply with these Conditions, and subject to the provisions of clause 12 (Appeals), BSI may take such actions as it deems necessary including refusing to issue, revoking or amending a BSI EC Certificate and shall inform the Competent Authority and all other relevant Notified Bodies of the action.
- 10.2 BSI may, subject to the terms of the relevant UK Regulation (Directive) and the provisions under which BSI is appointed a Notified Body, revoke, suspend or refuse to issue or renew a BSI EC Certificate or refuse to continue to provide surveillance or monitoring services where such are required to maintain a BSI EC Certificate in the event of the Certificate Holder:
- failing to comply with these conditions including but not limited to non-payment of invoices raised by BSI

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- having a bankruptcy petition issued against it; or
 - becoming bankrupt or making a composition or arrangement or moratorium with its creditors; or
 - having a petition for winding up order or administration order made against it or a resolution for voluntary winding up passed; or
 - having a provisional liquidator, administrator or supervisor, trustee, receiver or manager of its business or undertaking duly appointed or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge; or
 - having any cheque or negotiable instrument issued by the Applicant / Certificate Holder dishonoured or any demand for payment served on it under sections 123 or 268 of the Insolvency Act 1986, or any subsequent relevant enactments or any conviction for an offence which in the opinion of BSI tends to discredit the manufacturer's reputation and good faith as a trader.
- 10.3 Where BSI finds that pertinent requirements of a U.K Regulation (Directive) have not been met or are no longer met by the Certificate Holder or where a certificate should not have been issued, or there has been a breach of any condition subject to which the Certificate was issued, it shall, taking account of the principle of proportionality, suspend or withdraw the BSI EC Certificate or place any restrictions on it unless compliance with such requirements is ensured by the implementation of appropriate corrective measures by the Certificate Holder. In the case of suspension or withdrawal of the EC Certificate or of any restriction placed on it or in cases where an intervention of the Competent Authority may become necessary, BSI shall inform its Competent Authority thereof. The Competent Authority may at its discretion inform the other Member States and the European Commission of the situation.
- 10.4 Where the Regulation (Directive) so requires, in the event that BSI is minded to withdraw a BSI EC Certificate or Specific Symbol pursuant to Clause 10.3, on the grounds that there has been a breach of any condition subject to which the Certificate was issued, it shall, before withdrawing the said Certificate, give the Certificate Holder 28 days to make representations as to why it should not be withdrawn.
- 10.5 Any decision of BSI under clause 10.2 only shall be final and conclusive and shall not be subject to review under clause 12.

11 INDEMNITIES

- 11.1 The Certificate Holder shall indemnify BSI against liabilities to third parties and other costs which BSI may reasonably incur as a result of the Certificate Holder's failure to comply with these Conditions and which is not attributable to any negligent act, error or omission on the part of BSI in the discharge of its duties. This condition shall remain binding on the Certificate Holder after the termination of the conformity assessment procedure for whatsoever cause for a minimum period of 10 years.
- 11.2 The Applicant or Certificate Holder shall indemnify BSI in respect of any damages which may reasonably be agreed to by or awarded against BSI in respect of the death of, or injury to, BSI Representatives, arising in the course of any conformity assessment procedure under these Conditions, except where the damages are agreed to or awarded in respect of any liability attributable, or attributed, to the negligence of BSI or BSI Representatives.
- 11.3 The Applicant or Certificate Holder shall effect and maintain third party liability insurance of a type and to a level, appropriate to its business operations. Such insurance shall be in the normal form for the risks involved, and provide for indemnity to BSI. As and when reasonably required to do so by BSI the Certificate Holder shall produce to BSI documentary evidence that the insurances required by this clause are properly maintained.
- 11.4 BSI shall indemnify the Applicant or Certificate Holder against liabilities to third parties directly attributable to any negligent act, error or omission on the part of BSI in the discharge of its duties. BSI shall indemnify the Certificate Holder in respect of any injury or property damage caused by negligence of BSI Representatives whilst visiting the premises of the Certificate Holder

12 APPEAL PROCEDURE

- 12.1 Subject to clause 12.2 in the event of the Applicant or Certificate Holder wishing to appeal against and have any decision of BSI reviewed, it shall, unless otherwise specified by the relevant UK Regulation (Directive), within 30 days after being validly served with such a decision, give notice in writing of its desire to have the decision reviewed, together with the grounds of appeal, to the Company Secretary of BSI at the address given in clause 1.6
- 12.2 An Applicant or Certificate Holder may not appeal to the Appeal Panel:
- a. in respect of any decision taken by BSI under Clause 10;
 - b. in respect of the method of Type Test/ Evaluation used by BSI; or
 - c. against the level of fees charged by BSI under these Conditions;
- 12.3 The Company Secretary shall appoint an Appeal Panel which shall consist of a Chairman and at least two members. None of the Appeal Panel shall have any commercial interest in the subject under review.
- 12.4 A meeting of an Appeal Panel, constituted in accordance with Clause 12.3, shall be held not less than 30 days and not more than 45 days after receipt of a notice given pursuant to Clause 12.1. The appellant shall be given a minimum of 14 days' notice of the time, date and place of the meeting together with an explanation of the appeal procedure and the names of the Panel members. The appellant may object to the inclusion of any person on the Panel on reasonable

grounds given in writing to the Company Secretary of BSI at the address given in Clause 12.1 up to 7 days before the date of the meeting. Where the Company Secretary considers that such an objection is on reasonable grounds, he may replace the appointed member of the Appeal Panel with another member in accordance with the provisions of Clause 10.3. The 45 day period for holding a meeting of the Appeal Panel given in this Clause may be extended by the amount of time required to appoint such a replacement member.

- 12.5 The decision of BSI shall remain in force pending any decision of the Appeal Panel, which shall have the power to reach a decision, with which BSI shall comply. The decision of the majority of the Appeal Panel as declared by its Chairman shall be final and conclusive, subject to a final conclusion under clause 13.2.
- 12.6 Considering any appeal, BSI may, as appropriate, consult or advise the relevant UK Competent Authority regarding the subject of the appeal and its outcome.

13 LEGISLATIVE ENVIRONMENT

- 13.1 Nothing in these Conditions shall be taken as altering, excluding or adding to any requirement of any UK Regulation (Directive).
- 13.2 The interpretation of these Conditions shall be governed by and construed in accordance with the Laws of England irrespective of where the manufacturer is based or where the conformity assessment procedures were performed. Accordingly BSI and the Certificate Holder shall submit to the Jurisdiction of the English Courts.
- 13.3 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part, the unaffected parts of the Conditions shall remain valid.
- 13.4 The rights of either party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party and no waiver by any party in respect of any breach shall be irreversible.
- 13.5 BSI reserves the right to amend these Conditions to take account of changes in UK Regulation or a Directive or the conformity assessment procedures. In the case of changes to the legal context of the conformity assessment procedures BSI reserves the right to make changes to these Conditions without notice. BSI shall notify the Certificate Holder in writing of changes to these Conditions and the date by which it must comply
- 13.6 References in these Conditions to UK Regulation (Directive) shall be construed as meaning the applicable UK Regulation (Directive) in force from time to time.

14 NOTIFICATION

- 14.1 Any decision, requirement or notification under these Conditions shall be given by notice in writing and signed by and on behalf of the party giving it.
- 14.2 A notice may be served to the Applicant/Certificate Holder at the address given on the Application Form BSI EC Certificate or otherwise notified to BSI pursuant to this Clause 14, as the case may be and to BSI at the address given in clause 1.6 above.
- 14.3 In the event that the Applicant's or Certificate Holder's address referred to in clause 14.2 is outside the United Kingdom, then the Applicant or Certificate Holder shall notify to BSI an address (and any changes therein) within the United Kingdom for service of proceedings or any notice.
- 14.4 Either party may serve a notice on the other:
- a. by sending it by pre-paid first class post at their address for service
 - b. by delivering it personally at their address for service
 - c. by delivering it to them by facsimile transmission at their address for service
- 14.5 Any notice sent by post (unless the contrary is proved) shall be deemed to have been served forty eight hours from the time of posting and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted as a pre-paid first class letter.
- 14.6 Any notice sent by facsimile transmission shall (unless the contrary is proved) be deemed to have been served on the expiration of twelve hours after receipt of the same has been automatically acknowledged to the sender and in proving such notice it shall be sufficient to prove the facsimile transmission was properly addressed and acknowledged.

15 GENERAL

- 15.1 Words in these Conditions importing the masculine or singular meaning shall, where the context so admits, include the feminine or plural meaning respectively.
- 15.2 Neither party shall be in breach of these Conditions if there is any total or partial failure or performance by it of its duties and obligations under these Conditions occasioned by any Act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other cause beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one or more of such causes such party shall give written notice to the other of such inability stating the cause in question and the date on which such cause commenced, and the time for the performance of such duties and obligations shall be extended accordingly.
- 15.3 These Conditions may be amended only by BSI. No such amendments shall affect the right of any Applicant or Certificate Holder until BSI has served it with notice in writing of such amendments stating the date by which it must comply with the amended Conditions.