

# Conditions of Contract for IECQ Certification

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## 1. INTRODUCTION

- 1.1. The British Standards Institution (BSI), a company incorporated by Royal Charter, whose principal office is located at 389, Chiswick High Road, London, W4 4AL is currently designated as a Certification Body for the IECQ certification system (also known as IECQ-CECC in the UK) and the National Supervising Inspectorate for the BS 9000 certification system.  
Hereafter the Certification Body or National Supervising Inspectorate is referred to as "CB".
- 1.2. BSI owns the BS 9000 Mark. The IECQ (former CECC) Mark is owned by CENELEC. The International Electrotechnical Commission (IEC) has been licensed by CENELEC to use the Mark. Hereafter, these are referred to collectively as 'the Marks'.
- 1.3. The Marks, when appearing on or in relation to a product, indicates that an authorised CB independently endorses the claim of conformity with the entirety of the specified Standard or Standards or the applicable part or parts thereof.
- 1.4. The Marks can only be used by BSI Certified Organizations in accordance with these Conditions of Contract.
- 1.5. These Conditions constitute the requirements for the use of the Marks, including legal and financial requirements, what is expected of Applicants and Approved Organizations and what the CB provides.
- 1.6. These Conditions form the agreement between the CB and each Applicant and Approved Organization.
- 1.7. Applications for IECQ and / or BS 9000 Approval should be made on the Application Form to: BSI, Kitemark House, Maylands Avenue, Hemel Hempstead HP2 4SQ United Kingdom.

## 2. DEFINITIONS FOR THE PURPOSE OF THESE CONDITIONS

- 2.1. The Mark means any of the marks associated with the systems described herein.
- 2.2. Appeal Panel means a panel established as necessary under clause 10 for the purpose of reviewing a decision of the CB. The Appeal Panel appointed in respect of each review shall consist of a Chairman and at least two members drawn from the Electronic Components Policy Committee (L/6/9). None of the Appeal Panel shall have any direct commercial interest in the subject under review.
- 2.3. Applicant means an individual or body applying for a Certificate of Organization Approval and / or a Product Approval Certificate.
- 2.4. Application Form means the appropriate form provided by the CB as may from time to time be updated by the CB.
- 2.5. Approved Organization means an Applicant to whom a Certificate of Organization Approval has been issued.
- 2.6. Assessment means a verification of the effectiveness of the Quality System operated by an Applicant or Approved Organization through the evaluation of materials, processes, finished products, test results, test vehicles, methods of test, records, systems, services and other activities established within its Quality System.
- 2.7. IEC publication QC001002 means the British and / or European and or International standards for the Approval of Manufacturers and other Organizations or a standard from that series depending on the context and revisions thereof as may be made from time to time.
- 2.8. Certificate of Conformity means a statement, signed by the approved Organization, confirming compliance with the relevant standard under the IECQ / BS 9000 system and in accordance with IEC publication QC 001002.
- 2.9. Certification of Organization Approval means the document, issued by the CB, approving the Applicant's Quality System under the appropriate IECQ / BS 9000 system.
- 2.10. ISO 9001 means the British, European and International series of standards for Quality Systems and revisions thereof as may be made from time to time.
- 2.11. L/6/9 means the BSI Electronic Components Policy Committee.
- 2.12. Product Approval Certification means a certificate describing the scope of approval for a particular product type or family of products (Qualification Approval), or describing the limits of a manufacturer's capability to produce components of a particular type (Capability Approval), or describing the limits of a technical service to the electronic components industry (Process Approval) or describing the limits of a manufacturer's ability to produce components under a complete technology (Technology Approval). These Certificates grant the Approved Organization the right to supply products or services within the scope of his approval under the appropriate Marks of Conformity or Certificates of Conformance (see clause 3).
- 2.13. Product means products or services that are eligible for supply under the Mark of Conformity (or Certificate of Conformity) of the relevant IECQ / BS 9000 system.
- 2.14. Quality Conformance Testing means a test or a programme of tests on a representative product, or test vehicle to verify conformity with a specific standard.
- 2.15. Quality System means the organizational structure, responsibilities, procedures, processes and resources (including the Quality Plan) appertaining to an Applicant or Approved Organization which implement quality management in accordance with ISO 9001 decided under clause 5.2.
- 2.16. Rules of Procedure mean the relevant System Rules published by BSI Standards, or IECQ for the administration of the approval schemes for electronic components and related services.
- 2.17. Standard means any standard recognised by the CB, or any other standard publicly available and includes Detail Specifications (DSs), Customer Detail Specifications (CDSs), Capability Detail Specifications (CapDSs), Process Assessment Schedules (PASs) and Technology Approval Schedules (TASs) or other documentation that the CB deems suitable for certification purposes.
- 2.18. Surveillance means a programme of activity to confirm the Approved Organization's continuing compliance under these Conditions.

- 2.19. The Electronic Components Policy Committee (L/6/9) means the committee that provides advice and guidance to the CB upon the implementation of these Conditions.
- 2.20. The Head of the CB is defined in the Statement of Surveillance Arrangements approved by IECQ management committee. For the purpose of these Conditions the CB acts in the name of the Head of the CB.
- 2.21. The Certification Body (the CB) for the purposes of this document means BSI.

## 3. PROPRIETORSHIP AND USE OF THE MARKS AND / OR CERTIFICATES OF CONFORMITY

- 3.1. The Approved Organization acknowledges that the CB administers the IECQ and BS 9000 systems and therefore that all rights and benefits shall inure to the benefit of the CB.
- 3.2. The Approved Organization shall not do anything which is taken to indicate that it has any right, title or interest in or to the ownership or use of the Marks except under the appropriate Certificate which constitutes its only such right, title or interest.
- 3.3. The Approved Organization agrees that it may only use the Marks in accordance with the relevant Certificate issued by the CB and subject to these Conditions.
- 3.4. The Approved Organization shall not use, alter or modify Marks in any way other than as detailed in IEC QC 001002 and Circular Letter No. 57.
- 3.5. The Approved Organization shall only use the Marks, or claim by implication that it is authorized to use those Marks, in respect of those products or services detailed on the relevant Certificate.
- 3.6. The Approved Organization shall not use the Marks, or make any misleading statement with reference to such Marks, that in the opinion of the CB is misleading or could bring the CB and / or the IECQ / BS 9000 system into disrepute.
- 3.7. The Approved Organization shall on request give to the CB any information as to the use of the Marks which the CB may require and will render any assistance reasonably required by the CB in maintaining the integrity of the IECQ / BS 9000 systems and respective Marks.
- 3.8. The Approved Organization shall, as soon as it becomes aware, inform the CB of any third party activity which amounts or may amount to an infringement of the CB's rights in relation to the Marks.
- 3.9. The Approved Organization acknowledges that the CB shall have the conduct of proceedings to the Marks and the Approved Organization will, at the request of the CB, give full co-operation to the CB in any action, claim or proceedings brought or threatened in respect of the Marks.
- 3.10. The Approved Organization at all times remains responsible for the correct use of the Marks.
- 3.11. The Certificate of Organization Approval is exclusive, revocable, and non-transferable and remains the property of the CB. Additional manufacturing sites may be included under the Certificate of Organization Approval, subject to the appropriate Rules of Procedure. Additional (duplicate) copies of the Certificate may be made available.
- 3.12. The issue by the CB of a Certificate of Organization Approval does not, on its own, permit the Approved Organization to use the Marks or Certificate of Conformity on products.
- 3.13. The Product Approval Certificate is exclusive, revocable, non-transferable, authorised by the CB, remains the property of the CB and permits the Approved Organization to use the appropriate Mark of Conformity or Certificate of Conformity for products or services included in the scope of the approval.
- 3.14. An Approved Organization's right to use the Mark of Conformity or Certificate of Conformity is subject to these Conditions and is personal to the Approved Organization who shall not give permission to a third party to use the Mark.
- 3.15. Certification under the systems is an annual agreement valid from the date it is first issued and is automatically renewable on the anniversary of the date of issue of the Certificates of Organization Approval under the IECQ / BS 9000 systems.  
A Certificate shall cease to be valid if not renewed by the Approved Organization in accordance with clause 6.10 or if revoked, not renewed or terminated by the CB in accordance with these Conditions.
- 3.16. If a Certificate is terminated, pursuant to clause 3.15, use by the former Approved Organization of the Marks on product and anything related to the product shall immediately cease. If the CB so requests, this shall include immediate removal or obliteration of the Marks by the Approved Organization from the product or anything related to the product and withdrawal of the product and anything related to the product which still bears the above from the market by whatever means including, for the avoidance of doubt, by purchasing or repurchasing the product(s) which still bear the Mark(s).
- 3.17. A former Approved Organization shall as soon as practicable advise its staff, customers and agents that it is no longer an Approved Organization.

## 4. THE APPLICANT'S OBLIGATIONS

- 4.1. An Applicant agrees and undertakes at all times to comply with these Conditions including, for the avoidance of doubt, all requirements on Applicants stated in them and with any decisions, direction, requirement or notification given by the CB pursuant to them.
- 4.2. An Applicant shall provide to the CB
  - a. A completed Application Form in respect of Organization Approval or Product Approval scheme covering his product, service or technology.
  - b. Such undertakings as the CB may require as a condition of issuing a Certificate pursuant to clause 5.9.
- 4.3. An Applicant shall demonstrate that the quality management system is compliant with QC 001002 part 1, including details of the appropriate product specification.

- 4.4. An Applicant shall provide to the CB evidence to the CB's reasonable satisfaction that any processes that the Applicant has or intends to sub-contract complies with the appropriate parts of QC 001002.
- 4.5. An Applicant shall provide to the CB Technical Manuals and/or specification as required by the appropriate Rules of Procedure for the approval being sought.
- 4.6. An Applicant shall give satisfactory access to all those premises and locations in respect of which access is deemed necessary by the CB for carrying out assessment.
- 4.7. An Applicant shall satisfy the CB during the Assessment that there is a satisfactory safety policy which includes arrangements to ensure an Applicant applies the safety requirements of clause 7.
- 4.8. An application is deemed to have lapsed after a 12 month period from receipt of the signed application.
- 4.9. If an Application lapses, an Applicant may renew it by payment of a further Application fee at the discretion of the CB.

## 5. THE CB'S RIGHTS AND OBLIGATIONS

- 5.1. The CB shall advise the Applicant in summary form of the application and certification process (including product approval requirements and assessment) which the CB shall use to verify that the Applicant has met the requirements of clause 4.
- 5.2. On receipt of the application, the CB will arrange a visit to those premises and locations of the Applicant as the CB deems necessary to assess compliance of the Applicant's quality management system in accordance with QC 001002.
- 5.3. Once approved, the Applicant and its premises shall be subject to visits by a technical representative of the CB, at such times as the CB deems necessary, to ensure that the Applicant continues to meet the requirements of the applicable Standards.
- 5.4. The CB shall notify the Approved Organization of customer complaints relating to the conformity or non-conformity to the Standards relating to the Product and may require the Approved Organization to take corrective action. The CB may require the Approved Organization to give undertakings as to the corrective action required to be taken.
- 5.5. The CB shall notify the Approved Organization, in accordance with clause 12, of changes to:
  - a The surveillance frequency, as described under clause 5.3;
  - b The method of Surveillance;
  - c Fees payable under these Conditions in accordance with clause 8.6; or
  - d These Conditions
- 5.6. In the event that the CB in its discretion wishes to make any of the above changes, it shall give reasonable notice to the Applicant or Approved Organization of the period within which the changes are to be implemented.
- 5.7. The CB shall use all reasonable endeavours, in providing and operating the Service, to keep confidential and not disclose to any third party information concerning the Applicant or Approved Organization which is of a confidential nature unless required to do so by Law.
- 5.8. The Marks of conformity shall be used in accordance with Circular Letter 57 and QC 001002-2 respectively for the BS 9000 and IECQ systems.
- 5.9. The CB may revoke, reduce the scope of or decline to issue or renew, or refuse to extend the scope of a Certificate of Approval in the event of an Approved Organization or Applicant:
  - a Having a Bankruptcy petition made against it;
  - b Become bankrupt or making a composition or arrangement or moratorium with its creditors;
  - c Having a petition for winding up order or administration order made against him or a resolution for voluntary winding up passed;
  - d Having an Administrator or Receiver 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;
  - e Having any cheque or negotiable instrument issued by the Approved Organization dishonoured or any demand for payment served on the firm under sections 123 or 268 of the Insolvency Act 1986, or any subsequent relevant enactments; or
  - f Having any conviction for an offence which in the opinion of the CB tends to discredit the Approved Organization's reputation and good faith as a trader.Any decision of the CB shall be final and conclusive and shall not be subject to review under clause 10.
- 5.10. Reissued Certificates shall be subject to these Conditions.

## 6. AN APPROVED ORGANIZATION'S OBLIGATIONS

- 6.1. An Approved Organization agrees and undertakes at all times to comply with these Conditions and with any decision, direction, requirement or notification given by the CB pursuant to these Conditions.
- 6.2. An Approved Organization shall pay all fees due under these Conditions in accordance with clause 8.
- 6.3. An Approved Organization shall maintain a Quality System in accordance with QC 001002. A copy of all or any part of, the documented Quality System shall be provided at the request of the CB.
- 6.4. An Approved Organization shall advise the CB of any changes to the Quality System and of the nature of the change, and shall confirm that the new Quality System will continue to be in accordance with the requirement which the CB has decided under clause 5.2. The Approved Organization shall immediately revert to the Quality System in operation prior to such variation if the CB at any time gives notice that the variation is not acceptable.

- 6.5. An Approved Organization shall advise the CB of any intention to amend or vary the approved Product Specification under a Product Approval Certificate in accordance with the Rules of Procedure and the nature of the variation. The Approved Organization shall confirm that Products made to the amended Specification will continue to conform to the specified standard. The Approved Organization shall immediately revert to the Product being produced prior to such variation if the CB at any time gives notice that the variation is not acceptable.
- 6.6. An Approved Organization shall keep records in accordance with the requirement of the criterion decided upon by the CB under clause 5.2 and as appropriate to the product and its business.
- 6.7. An Approved Organization shall give the CB access during normal working hours to those premises to be assessed under clauses 5.5, such access being for the purpose of, but not limited to examining design methods, materials, processes, finished products, methods of test, records and systems, including the system for dealing with complaints received or establishing that the procedures for the withdrawal of Certificates of Approval as described in clause 6.12 have been carried out. The CB shall give the Approved Organization reasonable notice of its requirement for access under this clause.
- 6.8. On being required to take corrective action under clause 5.4, an Approved Organization shall promptly initiate the planning and introduction of all necessary corrective actions to prevent recurrence. An Approved Organization shall carry out such actions as soon as possible and in any event within the period specified by the CB. An Approved Organization shall inform the CB of the effectiveness of the corrective action taken as the CB may request.
- 6.9. An Approved Organization shall carry out any actions specified in undertakings given pursuant to clause 5.4 as soon as possible and in any event within the period specified by the CB. An Approved Organization shall inform the CB of the effectiveness of the corrective action taken as the CB may request.
- 6.10. An Approved Organization shall pay to the CB, at the postal address given in clause 1.7:
  - a A management fee payable on the issue of a Certificate and on each subsequent anniversary thereof, unless the CB is given written notice of the Approved Organization's intention not to renew the Certificate a minimum of 6 months prior to the renewal date of the Certificate.
  - b Fees for assessments.
  - c Any other fees payable under these Conditions.
- 6.11. An Approved Organization shall advise the CB in writing of any change in or additions to:
  - a The Approved Organization's name, address or ownership;
  - b The effective control of the Approved Organization;
  - c The manufacturing and processing locations of the Approved Organization or its sub-contractors;
  - d Any information that the Approved Organization is under a duty to supply to the CB under these Conditions, including for the avoidance of doubt information given as part of the Application process; and
  - e Any other relevant and /or documentation that the CB may reasonably require.
- 6.12. An Approved Organization shall notify the CB in writing of its intention not to renew the Certificate in any given year a minimum of 6 months prior to the renewal date. This enables approved Distributors the opportunity of purchasing stocks of potentially obsolete components and allows system users to 'last time buy'.

## 7. SAFETY REQUIREMENTS

- 7.1. Subject to Clause 7.3, an Applicant or Approved Organization shall notify the CB representatives prior to a visit of any personal protective equipment that they are required to wear during an Assessment, Surveillance or any other visit to any premises of the Applicant or Approved Organization or any of their sub-contractors.
- 7.2. Subject to Clause 7.3, during the visits specified in Clause 7.1, an Applicant or Approved Organization shall provide such representatives with the personal protection equipment specified in Clause 7.1, and shall train them in its correct use.
- 7.3. The provisions of Clauses 7.1 and 7.2 shall not apply to safety footwear and safety spectacles.

## 8. FEES – GENERAL PROVISIONS

- 8.1. Fees relating to an Application or Certificate shall be stated in writing and supplied to an Applicant or Approved Organization.
- 8.2. Fees for Assessment shall be notified to the Applicant or Approved Organization for its prior agreement. Such fees are not refundable unless work for which the fees are paid is not carried out.
- 8.3. Application fees and pre-Certificate Assessment fees are payable in advance. All other fees shall be payable by the Applicant or Approved Organization within 30 days of date of invoice.
- 8.4. The Applicant or Approved Organization shall pay any fees relating to the application or Certificate in pounds sterling or in other currency by prior arrangement with the CB.
- 8.5. Where the Applicant or Approved Organization fails to pay any fees relating to the application or Certificate, he 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.
- 8.6. Whenever the CB proposes to alter the fees it shall, at least two calendar months before the alteration is due to take effect, send written notification of the alteration to the Applicant or Approved Organization.
- 8.7. The Applicant or Approved Organization shall be responsible for all the costs of Product samples, including delivery, return, packaging and transportation costs, customs charges and taxes.
- 8.8. Subject to Clause 8.9, all fees payable under these Conditions are exclusive of 'value added tax'

(VAT), and any VAT shall be payable at the rate in force by the Approved Organization where appropriate.

- 8.9. The following criteria apply to Applicants and Approved Organizations residing outside the United Kingdom and the European Union:
- a fees quoted by the CB are after deduction of all withholding, sales, local and value added taxes.
  - b The Applicant or Approved Organization 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 the CB.
  - c All fees are to be paid to the CB in pounds sterling. Payment in other currencies may only be made with the CB's express written consent. The CB will not accept any reductions in fees arising from exchange rate differences, bank charges, arrangements for letters-of-credit, guarantees or other charges, other than the normal transaction fees relating to the running of its own banking facilities.

## 9. INDEMNITIES INSURANCE AND LIABILITY

- 9.1. The Approved Organization hereby indemnifies the CB against liabilities to third parties and other costs which the CB may incur as a result of the Approved Organization's failure to comply with these Conditions and which is not attributable to any negligent act, error or omission on the part of the CB in the discharge of its duties under these Conditions. This condition shall remain binding on the Approved Organization after any termination of the Certificate.
- 9.2. An Applicant or Approved Organization shall indemnify the CB in respect of any damages which may reasonably be agreed by, or awarded against, the CB in respect of the death of, or personal injury to, the representatives of the CB arising in the course of their conduct of any Assessment or Surveillance of the Applicant or Approved Organization under these Conditions, except where the damages are agreed to, or awarded in respect of, any liability attributable or attributed to the negligence of the CB, its employees or agents.
- 9.3. An Applicant or Approved Organization 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 full indemnity to the CB. As and when reasonably required to do so by the CB, the Applicant or Approved Organization shall produce documentary evidence that the insurance required by this Clause is properly maintained.
- 9.4. The CB shall indemnify the Applicant or Approved Organization against liabilities to third parties directly attributable to any negligent act, error or omission on the part of the CB in the discharge of its duties under these Conditions.
- 9.5. The CB shall indemnify the Applicant or Approved Organization in respect of any death or personal injury to the employees of the Applicant or Approved Organization caused by the negligence of the CB whilst visiting the premises of the Applicant or Approved Organization except where such death or personal injury is attributable to the breach or negligence of the Applicant or Approved Organization.
- 9.6. Except to the extent that such liability may not be excluded at law, the CB will not be liable for any direct, indirect or consequential loss or damage howsoever it may arise, including such loss or damage arising out of or in connection with the Applicant's or the Approved Organization's businesses, the Applicant's application, Approved Organization's Certificate or these Conditions. For the avoidance of doubt, such loss or damage also includes economic loss (including loss of income or profit) arising out of revocation, suspicion, reduction in the scope of, or refusal to renew or extend the scope of the Approved Organization's Certificate, or refusal to issue a Certificate to the Applicant, or otherwise.
- 9.7. Notwithstanding anything contained to the contrary in these Conditions, the CB's liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in conjunction with these Conditions (except in relation to death or personal injury caused by the negligence of the CB or its representatives while acting in the course of their employment) shall be limited to £25,000 or five times the amount paid or payable over the twelve month period preceding the date of the event giving rise to the claim whichever is the lesser amount.
- 9.8. The CB shall have no obligations, duties or liabilities pursuant to or in respect of any Certificate issued under these Conditions other than those expressed herein.
- 9.9. The Approved Organization shall indemnify the CB against any costs or liabilities arising from intellectual property disputes regarding the approved product or service, or in respect of piece-parts, materials and processes used in the provision of the approved product or service.

## 10. APPEALS

- 10.1. If an Applicant or an Approved Organization wishes to appeal against or have any decision of the CB reviewed (other than those set out in clause 10.2) it shall, within 30 days after being served such a decision, give details of such an appeal, including the grounds of appeal in writing to the Secretary of the Electronic Components Policy Committee (L/6/9), at the address given in clause 1.1.
- 10.2. An Applicant or Approved Organization may not appeal to the Appeal Panel:
  - a In respect of any decision taken by the CB other than under Clauses 5.9 ;
  - b In relation to the applicability of part or parts of a Standard or Standards;
  - c Against the level of fees charged by the CB under these Conditions;
  - d In relation to any deemed fundamental breach by the Approved Organization of Clause 3.14.
- 10.3. The Secretary of L/6/9 is responsible for appointing the members of the Appeal Panel. The Appeal Panel shall consist of a Chairman and at least two members. None of the Appeal Panel shall have any direct commercial interest in the subject under review.
- 10.4. A meeting of an Appeal Panel, constituted in accordance with Clause 10.3, shall be held within 30 days of receipt of a notice given pursuant to Clause 10.1. 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 in writing, on reasonable grounds, to the inclusion of any person on the Panel. Such objections must be received by the secretary of L/6/9 at the address given in clause 1.1 within 7 days prior to the date of the meeting. Where the secretary of L/6/9 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 30 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.

- 10.5. The decision of the CB shall remain in force pending any decision of the Appeal Panel. Subject to Clause 13.7, the decision of the majority of the Appeal Panel as declared by its Chairman shall be final and conclusive.
- 10.6. In the case of IECQ certification, the Approved Organization or Applicant if dissatisfied with the outcome of the appeal may appeal further to the IECQ Secretariat.

## 11. REGISTERS

- 11.1. A register of Approved Organizations giving their addresses shall be kept by the CB and shall be open to inspection at reasonable times by the public at the British Standards Institution at its address at: Kitemark House, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 4SQ, United Kingdom.
- 11.2. Registers of the Standards used in the systems shall be maintained by:
  - a The NSI for BS 9000; and
  - b The IECQ Secretariat for IECQ

## 12. NOTIFICATIONS

- 12.1 Any decision, requirement or notification under these Conditions shall be given by notice in writing and signed by or on behalf of the party giving it.
- 12.2 A notice may be served to the Applicant or Approved Organization at the address given on the Application Form, Certificate or as otherwise notified, as the case may be, and to the CB at the address given in Clause 1.7.
- 12.3 In the event that the Applicant's or Approved Organization's address referred to in Clause 12.2 is outside the United Kingdom, then the Applicant or Approved Organization shall within the whole duration of the Certificate notify to the CB an address (and any change therein) within the United Kingdom for service of proceedings or any notice.
- 12.4 Either party may serve a notice on the other:
  - a By sending it to them by pre-paid first class post at their address for service (see Clauses 12.2 and 12.5);
  - b By delivering it personally at their address for service (see Clause 12.2); or
  - c By sending it to them by facsimile transmission at their address for service (see Clauses 12.2 and 12.6) if any.
- 12.5 Any notice sent by post shall (unless the contrary is proved) be deemed to have been served forty-eight hours from the end of the day of posting and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted as a prepaid first class letter.
- 12.6 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 that the facsimile transmission was properly addressed and acknowledged.

## 13. GENERAL

- 13.1 Words in these Conditions importing the masculine or singular meaning shall, where the context so admits, include the feminine or plural meaning respectively.
- 13.2 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.
- 13.3 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part, the unaffected parts of these Conditions shall remain valid.
- 13.4 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.
- 13.5 Only the CB may amend these Conditions. No such amendments shall affect the right of any Approved Organization to use the Marks until the CB has served it with notice in writing of such amendments (see clause 5.9). The CB will notify the Approved Organization of the date by which it must comply with the amended Conditions.
- 13.6 The Approved Organization understands that conformity with a Standard, as defined in Clause 2.16, and use of the Marks does not confer immunity from legal obligations.
- 13.7 These Conditions shall be governed by and construed in accordance with English law. In the event of any dispute not resolved under Clause 10, the CB and the Applicant or Approved Organization shall submit to the exclusive jurisdiction of the English Courts.
- 13.8 No party who is not party to this Agreement shall have any rights under or in connection with it.