

GENERAL TERMS & CONDITIONS FOR THE SERVICES OF Certification Body / Notified Body

AGENDA

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Part 1 The Contract

The Contract under which BSI is to provide services to you consists of the Proposal and these Terms of Service.

Definitions

In these Terms of Service, these words have specific meaning:

- a) *BSI Affiliate* - any company directly or indirectly affiliated with The British Standards Institution (BSI) or belonging to the BSI Group.
- b) *BSI/we/our* – the respective BSI company from which you have received the Proposal.
- c) *BSI Logos* – means any trade mark, certification mark, utility model or device owned or controlled by BSI which you may be permitted to use under a limited permit issued by BSI.
- d) the *Certificate* – means the certificate of conformity granted to you by BSI;
- e) *CE Marking* – labelling on products pursuant to the relevant European and the corresponding national legislation to guarantee free movement of goods within the European Community.
- f) the *Contract* – means the Proposal and these Terms of Service.
- g) *Notified Body* – means BSI acting under its designation issued by a relevant governmental organisation pursuant to a directive of the European Union in the framework of a conformity evaluation process.
- h) the *Proposal* – describes the Services to be rendered BSI.
- i) the *Services* – means the services described in the Proposal to be provided by BSI to you pursuant to the Contract.
- j) *you / your* – contract partner who has accepted the Proposal and who is buying the Services from BSI.
- k) *Service Provider* – people and their assistants who render Services through or for BSI.

Part 2 Our Performance of the Services

BSI shall perform the Services in accordance with:

- a) all applicable legislation from time to time in force;
- b) all regulations that may be passed pursuant applicable legislation by a government, regulatory body or other body that performs the function of overseeing the results of the Services or of the products to which they relate;
- c) the applicable accreditation and designation rules, including the respectively current standards.

The provisions of this Part 2 shall survive any performance, acceptance or payment pursuant to this Contract.

Part 3 Code of Business Ethics and Anti-Bribery and Corruption Policy

BSI conducts its business strictly in accordance with the following principles:

1. Business Ethics may be found here:

<http://www.bsigroup.com/upload/governance/business-ethics/bsi-code-of-business-ethics.pdf>

2. The principles regarding anti-corruption and anti-bribery may be found here:

<http://www.bsigroup.com/Documents/about-bsi/ethics-and-social-responsibility/bsi-anti-bribery-policy.pdf>

BSI employees, agents and other representatives are prohibited from giving or receiving money or gifts which could be construed as bribes or entering into arrangements that are construed as corrupt practices. BSI will maintain in place during the entire term of the Contract policies and procedures, and will enforce them where appropriate, to ensure compliance with the aforementioned codes.

Part 4 Your Duty to Provide Information

You acknowledge that your information is material to BSI providing the Services. Accordingly, you will provide to BSI and any Service Provider appointed by BSI to carry out the rendering of the services as part of the Services:

- a) full, complete and accurate information relevant to the Services, including, if relevant, evidence



via third parties;

- b) regular updates comprising full, complete and accurate details of any changes to the information since you first provided it to BSI; and
- c) any additional information that BSI may request from you as being relevant to the Services.

This duty to provide and update information is a continuing one and lasts for the duration of the Contract, proactively or pursuant to stipulation by BSI. In particular, if BSI receives a complaint or an enquiry from a third party that, in the opinion of BSI, requires investigation, you will provide such information as BSI may reasonably request, including access to the relevant site, in order for BSI to so investigate it.

You undertake warrant and represent that all information provided to BSI for the purpose of the Contract shall be true, accurate and complete, and not misleading. In providing the Services, BSI is entitled to assume that all information that you provide is true, accurate and complete in all respects and that you have complied fully with your duty to provide all relevant information. BSI will not investigate or confirm the truth, accuracy or completeness of any information provided by you and accordingly BSI accepts no liability for any losses, costs or damages suffered or incurred by you arising out of or in relation to the Services provided to you on the basis of information provided by you which is not true, accurate and complete in all respects or which is misleading.

Part 5 Provisions relating to Services and Site Visits

This Part is relevant for all Services that may also include site visits.

1 Qualification and Selection of Service Providers

BSI warrants that all Services will be performed by appropriately qualified and trained Service Providers exercising the skill, care and diligence as may be reasonably expected of a reputable provider of similar services. In its absolute discretion, BSI will select the appropriate Service Providers to perform the Services. BSI may change the instructed Service Provider at any time. In the event of a change of Service Provider by BSI, no additional fees will be charged to you.

Except where prohibited by scheme rules or regulatory directives, you may request BSI to change the Service Provider with written notice at any time prior to the commencement of a service rendering, provided that you agree to pay any additional fees or expenses incurred by BSI in providing an alternative Service Provider. If no appropriate Service Provider is available as a substitute, BSI may in its absolute discretion refuse your request.

2 Arrangement of Service Rendering to your Sites

BSI will arrange visits to your site or sites as expressly described on the Proposal, or, if later, as may be expressly agreed with you in writing. Unless BSI determines that an unannounced visit is necessary, BSI will inform you of the dates of the service rendering within a reasonable time in advance of the visits.

It may be necessary for BSI to visit third party sites not under your direct control, for example critical sub-contractors or crucial suppliers (these are sub-contractors and suppliers who provide products or perform services that are material to the subject matter of the Services). In such cases, BSI shall inform you of the need to visit such other sites and you shall procure the consent for BSI to enter such sites for the purposes

of audit pursuant to the Services. If BSI is not able to enter such additional sites for any reason not attributable to BSI, such inability may cause a delay to the delivery of the Services, or a termination of the Contract (at the sole determination of BSI). All fees payable for the delayed Services or up to date of termination shall be payable irrespective of BSI's audit of such third party sites.

If the timetable for visits is determined by the relevant standard or program, you and BSI each agree to comply with that timetable. If the frequency of visits is not fixed by the relevant standard or program, BSI will arrange them at its reasonable discretion.

In each case, you will provide BSI and the Service Provider with all reasonable access to all and any areas of the site, data and records, and any materials and equipment as the Service Provider deems necessary in order to enable this Service to be carried out.

(Change of date of site visit) Either party may change the date of a visit. In order to do this:

- a) if you change the date of the visit: you must do so by giving not fewer than 30 days advance written notice to BSI. If you fail to give the required written notice, you will be liable to pay the full fee for the originally booked visit. You may not delay the date of a visit if to do so would have the effect of invalidating your certification;
- b) if BSI changes the date of the visit: BSI may do this at any time up to 24 hours prior to the booked date of the visit, and BSI will contact you to agree a revised date.
- c) In the event of you changing a visit date which has been agreed at short notice (fewer than 30 days): if the change is not provable as being caused by external circumstances or force majeure, then the remuneration rule in a) apply.

In certain circumstances such as non-compliance with the relevant standard or investigation pursuant to a third-party complaint or enquiry, it may be necessary for BSI to make additional visits. You will be liable to pay the fee for any additional visits at the daily rate for the rendered Service set out in the Proposal.

3 Unannounced and Observed Visits

BSI will comply with any standard, program or regulation that requires unannounced visits. You will permit access to the relevant site on the arrival of a Service Provider as well as to all relevant information that may reasonably be required by the Service Provider. If the site is that of a critical sub-contractor or crucial supplier, you will procure the right for our access to such by ensuring the obligation for the provision of such access in your contractual relationship with such third party. If you do not permit access to the relevant site, or if BSI is not able to access the site of a critical sub-contractor or crucial supplier, the Services may be suspended or the Contract terminated, at BSI's reasonable discretion. In the case of suspension or termination for any reason not attributable to BSI, all fees for Services performed by BSI up to the date of suspension or termination remain payable, including the fees for the failed unannounced visit to your or a third party's site.

BSI's Service Provider may be accompanied by a third-party observer (e. g. Accreditation Authority) from time to time, who is to witness a performance. BSI will inform you, as well as provide you with the identity of the observer, within a reasonable time prior to the visit. The fee for the visit will not be increased due to accompaniment of the Service Provider.

4 Service Providers' Health and Safety

(Hazards) When a Service Provider attends your premises, you are responsible for ensuring that adequate information is given on all possible hazards and risks. You are obliged to provide the Service Provider with an appropriate level of supervision as well as all necessary personal protective equipment. You will immediately notify BSI of all events, accidents or incidents on your premises which could pose a risk to the Service Provider.

(BSI's right to abort a visit) If, while on your premises, the Service Provider has reason to believe that you are not complying with the relevant health and safety rules, or that the Service Provider's safety is at risk in any way, the Service Provider may abort the visit. BSI will report to you the reasons for the termination of the visit. In such an event, BSI will not be in breach of the Contract and you will be required to pay in full for the Services. BSI will not attend the affected premises again until it is satisfied that the issues so arisen have been resolved.

5 Service Providers' Entry Requirements

You must, at the time of arranging a visit, notify BSI of the health and safety rules and any other reasonable security requirements applicable to visitors to the premises. BSI will observe, or will use reasonable endeavours to procure the observance of, as far as it is reasonably able, all such health and safety rules and any other reasonable security requirements that you notify to BSI, and notify to the Service Provider on arrival at the site. If, by observing these rules and other requirements, BSI is prevented from providing the Services, BSI will not be in breach of the Contract and you will be required to pay in full for the Services. If the Proposal requires a visit to a third party's premises, you undertake, warrant and represent that you have a relationship with the third party that permits BSI to attend the premises of the third party for the purposes of the Contract.

6 Damages for failure to meet the number of audit days requested

If, either through your cancellation of agreed and booked audit dates, or through your termination of this Contract prior to BSI being able to provide you with any of the Services, you fail to meet the number of audit days requested by you (and stated in the Proposal) in any one year, for any reason other than a Force Majeure (please see Part 9, section 6, below) or BSI's fault, you shall pay to us on demand EUR 150 for each audit day not taken in the relevant year, as

liquidated damages. Both of us confirm that this sum represents a genuine pre-estimate of BSI's losses.

7 Term of Proposal

If the service rendering has not commenced within one year of the date of the Proposal due to any reason other than the fault of BSI, this Contract shall terminate insofar as it relates to assessment and site visits, and you will need to reapply for such services, which may be at other rates to the ones quoted to you in the Proposal.

Part 6 Testing and Notified Body Services

This Part is applicable to testing or Notified Body services by BSI.

1 Test Requirements

The nature, scope and extent of the tests to be performed on a test item are to be determined by BSI at its absolute discretion.

(Damage to the test items) The testing services commonly result in damage to the test items. BSI will not be liable to you for any such damage nor for consequential injury or loss or expense incurred by the later use of the test items by you or another party. Such liability is excluded to the full extent permitted by law.

2 Results of Informal Testing

Unless the testing service is conducted pursuant to a standard or regulation, BSI shall only report the results related to the actual test items that are subject to the tests. You accept and agree that the results reported shall not be taken to imply that the performance, quality or conformance of continuing production will be maintained. You accept and agree that such testing and reporting does not indicate any form of approval, certification, supervision, control or surveillance by BSI.

If you believe that there is a defect in the testing services, you must advise BSI in writing of the details of such defect within 21 days of receiving the report. You must provide BSI with all necessary access and facilities to verify the defect and to re-test the test items as BSI may request.

3 Test Items

In addition to your general obligations to provide information, you will:

- a) deliver at your cost (and in compliance with all local laws, including export and import regulations, if applicable) all relevant test items in such a way so as to protect them from damage, to such address as BSI may specify to you;
- b) bear the risk of the test items whilst they are in transit;
- c) indemnify and hold harmless BSI and BSI Affiliates against all costs and losses that it may suffer or incur arising out of or relating to the cost of transporting the test items;
- d) notify BSI of the materials of which the test items are comprised including size and weight, together with any special precautions that may be required under health and safety, or environmental, law; and
- e) notify BSI of any changes to the product being tested.

(Test items do not accord with the services required) BSI will notify you as soon as reasonably possible if test items do not accord with the requirements of the Services, in which case BSI shall be entitled to suspend performance of the Contract until it receives satisfactory test items. If the testing forms part of multiple services, BSI at its sole and absolute discretion may provide the remainder of the Services without conducting the testing. The fees for the Services so performed will be payable by you as if the testing did not form a part of the Services.

(Disposal or return of test items) BSI may store, dispose of the test items, or return them to you, at its absolute discretion. BSI is committed to practices that cause as little harm to the environment as is reasonably possible. You agree that you are responsible for the costs of return or disposal of the test items.

(Storage of test items) BSI can at its absolute discretion, in compliance with relevant legal provisions, set storage periods for the test items. You undertake to bear the storage costs. BSI will inform you at the commencement of the storage about the costs arising. Upon written request and with permission by BSI, you can meet this storage

obligation in accordance with stipulations by BSI. The storage can include equipment necessary for the tests, including software and hardware.

4 Specific Provisions for CE Marking

(Additional obligations for the supply of information) If the Services being provided by BSI to you include conformity assessment services with respect to the products featuring CE Marking, you shall immediately inform BSI of any of the following immediately on becoming aware of them:

- a) all information from the market observance (vigilance) as defined by any relevant regulation that may affect the specific device
- b) an adverse event concerning the device
- c) any adverse incident report
- d) a product recall
- e) any advisory notice that you have addressed to any third party concerning the use of the device
- f) any field safety notice
- g) field safety corrective action pursuant to field safety notices
- h) any limit or prohibition imposed by any regulatory body
- i) any changes to safety officers, insofar as applicable
- j) any changes to DIMDI registrations, insofar as applicable.

(Your use of CE Marking) If BSI provides you with a Certificate, you may at your discretion decide to affix the CE Marking to a product. Nothing in the Contract or the Certificate shall imply that BSI has approved the display of the CE Marking on the product concerned. If you decide to affix the CE Marking, you will

ensure that you only display the CE Marking in accordance with the relevant regulations governing the marking of your product. You undertake, warrant and represent to BSI that, when displaying the CE Marking following a conformity assessment conducted by BSI and on receipt of a Certificate, your declaration of conformity is accurate in all respects.

If this Contract is terminated by BSI due to an important reason lying within your area of responsibility, or if a Certificate issued to you is withdrawn by BSI for similar reasons, you will immediately stop using and displaying the CE Marking including any with a BSI notified body registration number on the relevant product. In such cases, you must stop without undue delay putting on the market all products with the CE Marking pursuant to this Contract, and procure that any third party ceases use and display of such CE Marking and stops putting on the market all products with such CE Marking pursuant to this Contract.

5 Specific Indemnity for Testing or Notified Body Services

If BSI has tested a product, or provided certification services as a notified body pursuant to CE Marking schemes, you agree to indemnify and hold harmless BSI and BSI Affiliates against any costs or losses that BSI or BSI Affiliates may suffer or incur through, arising out of or in connection with, any claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions made against BSI or BSI Affiliates by any third party in relation to :

- a) failure to comply with the rules for CE Marking;
- a) use or display of, or allowing third parties to use or display, the CE Marking in relation to your product;
- b) your failure to comply with your obligations under this Contract;
- c) any change made by you to the product tested, which has not lead to BSI providing a retest;
- d) the product not being fit for purpose, or being alleged that it is not fit for purpose, whether such allegations are subsequently supported in fact or not.

This indemnity shall remain binding on you after the termination of the Contract.

6 Specific Provisions for fees for testing services

(Validity of quote) The quotation for a testing fee will survive for 30 days. If you do not request testing services within 30 days of the date of the quotation, BSI may revise the quotation for the testing services.

(Cancellation after BSI has received the testing items) If you cancel or amend the testing services at any time, BSI will charge the accrued up to the full test fee, including potential cancellation costs for the testing services.

(Increasing the fee) If, during the testing services, BSI becomes aware that the testing services will exceed the anticipated time upon which the quotation was prepared, BSI will stop the tests and inform you of the increased fee. BSI will not continue with the testing without your written instructions to proceed. If you do not wish to proceed you may terminate the Services by notifying BSI in writing, but you will be liable for the full test fee for the testing already commenced at the effective date of termination, which shall be the date on which BSI stopped the testing.

(Duration of the testing services for longer than 30 days) Testing services are invoiced for monthly in accordance with the work performed.

Part 7 Certificates and Reports

This Part is relevant for all Certificates and reports that BSI may issue or produce pursuant to the Services

1 Certificates

(No automatic right to a Certificate) The Contract does not give you an automatic right to a Certificate. You will be awarded a Certificate if the certification or testing process is successful, in BSI's absolute judgement acting independently to your interests.

(BSI's right to refuse a Certificate, to suspend or revoke it) At its absolute discretion, BSI may refuse to issue a Certificate, or revoke or suspend an issued Certificate, if in its reasonable opinion:

- a) you do not meet, or fail to continue to meet, the relevant standard or regulation; or
- b) you amend any specification of the product which was tested as representative sample and to which the Certificate relates; or
- c) you fail to disclose any information to BSI that may affect BSI's decision to issue or continue the Certificate; or
- d) you fail to comply with the obligation to supply information; or
- e) you fail to pay any fees due to BSI under the Contract; or
- f) in the opinion of BSI, you use the Certificate in a manner that may be misleading or that may bring BSI into disrepute.

If BSI revokes an issued Certificate, you will immediately refrain from representing that the revoked Certificate is valid.

(Ownership) BSI grants you limited non-exclusive permission to use the Certificate (and any accompanying BSI Logo or certification mark) for so long as the Certificate remains valid, in compliance with the corresponding provisions. This usage right in the Certificate (and all accompanying BSI Logos or certification marks) may not be assigned in whole or in part to third parties. You may not amend the content or change the appearance of the Certificate or the BSI Logos or certification mark.

(Change of details on a Certificate) If you wish to change any details on a Certificate, you will notify BSI of the required changes. If, in the reasonable opinion of BSI, such changes will not affect the validity of the Certificate, BSI may issue a modified Certificate on the same terms and for the same period of validity as the replaced Certificate. BSI will charge you and you shall pay an administration fee to be determined by BSI from time to time.

(Publication of your certification status) BSI may put into the public domain (either on a web site or by any other manner that BSI may, at its absolute discretion, determine) your name, the scope of your certification, as well as details of the issuance, suspension, revocation or termination of a Certificate.

2 Certification Reports

(Ownership) BSI grants you non-exclusive limited permission to use the certification report in support of the Certificate for so long as the accompanying Certificate remains valid. On termination of the Contract for any reason, or on the expiry, suspension or revocation of the relevant Certificate, the certification report will be cancelled.

(Your disclosure of the certification report) If you disclose a certification report to any third party, it must not be amended, abridged, or presented in any form other than that prepared by BSI at the time of its creation. If you do disclose the certification report, you agree to indemnify and hold harmless BSI and BSI Affiliates against all cost or losses suffered or incurred by BSI or BSI Affiliates due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs including all reasonable legal fees), expenses, fines or penalties or actions against BSI or BSI Affiliates arising out of or relating to a third party's reliance on the certification report, whether disclosed to that



third party with the prior written consent of BSI or not.

Part 8 Training Services

This Part is relevant if you are purchasing training services as part of the Services. BSI reserves the right to change the course content of a training course at any time and without notice.

1 Intellectual Property Rights in the Training Materials

Unless otherwise agreed with you in writing, BSI is the owner of the intellectual property rights in all training materials.

Without the prior written consent of BSI, you may not copy them or make them accessible in any way to a third party.

(Copyright notice) If BSI consents to your copying the training materials, you will include a copyright notice identifying BSI as the copyright holder on all copies (or extracts of copies) that you may make.

2 Transfer or Cancellation of Training Courses

(Transfer or cancellation of training courses) You may transfer to another training course up to 25 days before the original course date. If you do, BSI will not make a refund for a cancellation of the original course and reserves the right to charge you for any increased costs. In order for BSI to manage its course diaries, you may transfer each of your courses once only.

All cancellation must be in writing. If you (or your candidate) do not attend a training course, or you wish to cancel within 25 days prior to the start of such course, then the full payment for the course is payable. BSI reserves the right to charge any costs up to the date of cancellation. BSI will not refund course fees if you cancel distance learning, blended learning or e-learning courses, no matter when cancellation is made.

(Cancellation of a training course by BSI) BSI may cancel a training course at any time. If BSI does, it will offer alternative dates, a full refund or a credit note.

Part 9 General Provisions for All Services

1 Use of Marks

On you being successfully issued with a Certificate by BSI, BSI grants you the non-exclusive, royalty-free basis permission to use the BSI Logo. You may not sub-license the use of the BSI Logos to any third party. You may not tamper with or change the appearance of the BSI Logos. You may only display the BSI Logos in accordance with the instructions of BSI.

If the Contract is terminated, a Certificate expires or is withdrawn or cancelled by BSI, your permission to use the BSI Logos shall immediately terminate. Further, BSI may cancel permission granted to you to use the BSI Logos at any time for any or no reason with immediate effect. Upon cancellation of the permission you will immediately cease using the BSI Logos and discontinue any reference to the BSI Logos in any media.

2 Fees and Payment

(Payment terms) You will pay every invoice submitted to you by BSI within the number of days stated on the Proposal (or, in the case of training services, at least 25 working days before the start of the relevant training course) in full and in cleared funds to a bank account nominated by BSI. If no special period is given, the payment term shall be deemed to be 14 days with 2% discount or 30 days net.

(Certificates) Certificates shall be handed over only upon receipt of payment in full. If you do not fulfil justified payment claims, despite having been reminded, BSI shall be entitled at any time to temporarily suspend or – after extraordinary termination of the Contract (Part 9 clause 9) – withdraw Certificates.

(Fees and Expenses) The fees for the Services will be set out in the Proposal. In addition, BSI will be entitled to charge you for any out-of-pocket expenses reasonably incurred in providing the Services (such as travel, accommodation, subsistence and other costs and other expenses).

(Increase in fees) BSI may increase its fees at any time by giving you notice. If we increase our fees and you do not accept the increase, you may object to the increase by notifying BSI in writing not more than 30 days following the date of BSI's notice to you regarding the fee increase. If you do not notify BSI of your objection within 45 days following the date of BSI's notice to you regarding the fee increase, then you will be deemed to have accepted the fee increase, which shall take effect 30 days from the date of BSI's notice to you.

(VAT or general sales tax) All amounts set out in the Proposal or payable by you under the Contract are exclusive of sales or value added tax or other tax that may be applicable at the time of invoice. If applicable, you will, on receipt of a valid tax invoice from BSI, pay to BSI such additional amounts in respect of tax as may be chargeable at the same time as payment is due for the supply of the Services.

(Interest on overdue amounts) If you fail to make a payment due to BSI under the Contract by its due date as set out in the Proposal, BSI may charge interest on the overdue amount at the rate of 2.5 per cent a year above the then current base rate of BSI's bankers, accruing on a daily basis from the due date until the date of actual payment, which will be compounded quarterly.

(If a third party is to pay) If you arrange for a third party to pay any of BSI's fees or charges, you remain liable to the extent that the third party does not pay in full by the due date.

3 Remedies, Waiver and Rights of Third Parties

A waiver of any right or remedy under this Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy to which it is entitled contractually or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

The rights and remedies under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law governing the Contract.

A person who is not a contract partner shall not have any rights under or in connection with it.

4 Complaints and Appeals

Complaints about and appeals against decisions made by BSI must be made in writing within 21 days of receipt of the BSI decision. Address your complaint and your appeal to the Compliance and Risk Director at BSI, or in the case of Services by the Notified Body, to the head of the Notified Body.

Once your complaint or your appeal has been received, the Compliance and Risk Director at BSI or the head of the Notified Body will notify you of the pending procedure. All complaints and all appeals are heard by an independent appeals panel pursuant to the accreditation rules governing BSI. The original decision of BSI will remain in force pending the decision about the complaint or the appeal. The decision made in the pending procedure shall be final and you and BSI each agree to adhere to that decision. Both parties retain the right to go to court.

5 Limitation of BSI's Liability

Notwithstanding any other provision of this Contract, neither party's liability under or in connection with this Contract shall be excluded or limited to the extent that such exclusion or limitation is not otherwise permitted by law.

Subject to this, BSI will be liable in circumstances where BSI is compulsorily liable, for example (1) pursuant to the German Product Liability Act, (2) due to loss of life, personal injury or damage to health which is attributable to a negligent or intentional breach of obligation by BSI or one of BSI's legal representatives or one of BSI's agents, (3) if the cause of damage or loss was due to intentional behaviour or gross negligence by BSI or one of BSI's legal representatives or one of BSI's vicarious agents, (4) if you assert rights based on a defect arising from a warranty regarding the product qualities or the particular duration of a product quality, or (5) BSI negligently breaches a fundamental contractual obligation whose fulfilment is what makes the due performance of the contract possible at all and whose fulfilment may be usually relied upon by the contract partner (cardinal obligation). If BSI negligently breaches a cardinal obligation, BSI's obligation to pay damages is limited to the contract-typical, foreseeable loss, if no intentional or grossly negligent behaviour is involved, and/or BSI is not liable due to loss of life, personal injury or damage to health.

The total liability of BSI to Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract will not exceed an amount equal to the fees payable by Client under the Contract. This limitation of BSI's liability will survive termination of the Contract.

6 Force Majeure

Save with respect to your obligation to pay all fees and to settle all expenses pursuant to Section 2 of Part 9 of this Contract, neither you nor BSI will be in breach of the Contract if it is not reasonably possible to perform an obligation under the Contract due to circumstances beyond that party's reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of non-performance continues for eight weeks, the party not affected may terminate the Contract by giving 14 days' advance written notice to the other party.

7 No Partnership or Agency

Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

8 No Assignment

Insofar as not expressly regulated differently, the Contract is personal to the parties and neither party may assign, transfer, charge, mortgage, subcontract, or deal in any other manner with any or all of its rights and obligations under the Contract. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Notwithstanding the preceding paragraph, BSI may assign, transfer or subcontract any or all of its rights and obligations under the Contract to a BSI Affiliate.

9 Termination

(Term) This Contract shall have a term of three years, corresponding to the certification cycle. The term of the Contract shall automatically renew for successive renewal terms of three years each, unless terminated during its term or any renewal term in compliance with the applicable notice period.

(On notice) Either party may terminate the Contract at any time by giving the other party not less than 12 months' written notice to the end of the certification cycle of its intention to end the Contract. In the event of termination of this Contract for any reason any annual management fee paid (if applicable to you) and the application fee are non-refundable.

(Immediately by BSI on notice) Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract:

- a) with immediate effect if you fail to pay any amount under the Contract on the due date for payment and it remains unpaid 7 days after BSI has notified you to make such payment; or
- b) if you breach any material obligation of the Contract and such breach remains unremedied, if such breach is capable of remedy, after thirty (30) days from the date of notification to you by BSI of such breach, or immediately upon notice to you by BSI if such breach is incapable of remedy; or
- c) with immediate effect if, in the reasonable opinion of BSI, you act in such a manner that may bring the reputation of BSI into disrepute; or
- d) with immediate effect if you are unable to pay your debts as they fall due, or you suspend the payment of your debts, or you make a proposal to your creditors to reschedule any of your debts; or you take any action in connection with your winding up or suffer the appointment of an administrator or an administrative receiver; or someone takes action to attach or take possession of any of your assets; or you stop the business you were doing at the time of entering into the Contract; or you are insolvent or are wound up; or any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in this paragraph.

(Payment of outstanding amounts) All amounts payable by you to BSI under the Contract will become due immediately upon termination of the Contract for whatever reason.

10 Non-Disclosure of Confidential Information

Confidential Information means all information of a confidential nature relating to your company that is disclosed to BSI in connection with the Services, but does not include information that:

- a) is or becomes generally available to the public (other than as a result of its disclosure by BSI in breach of the Contract); or
- b) was known to BSI before you disclosed it; or
- c) you have not treated as confidential or have agreed with BSI is not confidential or may be disclosed.

BSI will keep Confidential Information confidential for a period of 6 years, information in connection with the Notified Body for at least 15 years, after it has received it and will not use or disclose it except:

- a) for the purpose of exercising or performing its rights and obligations under the Contract; or
- b) to the extent required by law, or by any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction.

In these cases, BSI will not be required to notify you of such disclosure and will not be required to oppose any demand made by such entities.

You acknowledge that relevant regulatory authorities to whom BSI has disclosed information concerning the Services may transfer that data onwards to any other regulatory authority, pursuant to international schemes or arrangements between them. Such onward disclosure will be pursuant to the rules and regulations governing regulatory bodies and as determined by them, for which BSI cannot be held responsible or liable to you.

11 Entire Agreement

The Contract constitutes the entire agreement between you and BSI and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering this Contract it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.

If there is an inconsistency between any of the provisions of the Contract and the provisions of any master services agreement, purchase Proposal, your standard conditions of purchase or any other document stated to be produced relating to the Services or the Contract, the provisions of this Contract will prevail.

No variation of or amendment to the Contract will be effective unless it is in writing and signed by an authorized representative of each party.

(Partial invalidity) Should individual provisions of this Contract be invalid or unfeasible or become invalid or unfeasible after entry into this Contract, the validity of the rest of the Contract shall not be affected thereby. The invalid or unfeasible provision is to be replaced by a valid and feasible provision whose effects come closest to the financial objective which the contract parties have pursued with the invalid or unfeasible provision. The foregoing provisions shall apply correspondingly should this Contract be found to contain unintended lacunae.

12 Notices

Notices required to be given by a party under or in connection with the Contract must be in writing and sent to the party at its address on the Proposal. .

You must inform BSI without request about changes to the following matters before their implementation:

- a) the legal form or organisation form, the financial circumstances or the ownership situation,
- b) organisation and management (e.g. key personnel in executive positions, decision-making or specialist personnel),
- c) contact address and locations,
- d) the field of activity covered by the certified management system, and
- e) significant changes to the management system and the processes.

13 Governing law and Jurisdiction

The law of the Federal Republic of Germany, without recourse to its choice of law provisions, governs the Contract and any disputes or claims arising out of it.

The legal venue is Frankfurt am Main.

The Contract has been entered into on the date of your signature of the Proposal.