

Terms of Service

1. BSI shall perform the services described and in accordance with this contract (**Contract**).
2. The Contract will commence on the date Client signifies agreement to the Contract (which may be through electronic confirmation or otherwise) (**Effective Date**).
3. BSI shall provide its services in compliance with:
 - a. all applicable legislation and regulations;
 - b. all relevant international standards that govern the provision of accredited certification services;
 - c. any relevant standard, private standard or code of practice expressly governing the services in this Contract,
 - d. BSI Group's Code of Business Ethics which can be found on our website.
4. Appropriately qualified and trained personnel will perform the services and determine the outcome of testing, assessments and reviews. BSI may change such personnel at any time.
5. Client will provide to BSI (throughout the duration of the Contract):
 - a. complete and accurate information relevant to the services including any updates;
 - b. immediate notification of any event which may adversely affect the outcome or continued use of any BSI service or which if left unattended may cause BSI to misrepresent compliance with clauses 3.a, 3.b or 3.c above;
 - c. responses to all relevant and reasonable queries of BSI at any time and reasonable assistance including access to premises to permit BSI to investigate third party complaints of Client's use of the services;
 - d. notification of third party complaints received by Client of Client's product or services and steps taken to resolve them;
 - e. access to its sites on dates agreed with BSI and at any other time for BSI's unannounced visits if so required to comply with clauses 3.a, 3.b or 3.c above;
 - f. details of all health and safety rules, security and other requirements for visitors to its sites in advance of any site visit by BSI;
 - g. access to any relevant third party site reasonably required by BSI (and Client undertakes to BSI that it will obtain the third party's consent for BSI to gain such access);
 - h. for testing services, all relevant test items transported at Client's cost and risk in such a way so as to protect them from damage and to notify BSI of the component materials of such test items, their size and weight, and any special precautions that may be required under health and safety, environmental or other law;
 - i. all necessary access and facilities reasonably required by BSI in order to investigate any alleged defect in testing services and to permit BSI to re-test test items following a Client notice of defect (which must be served on BSI no later than 21 days after the relevant testing services);
 - j. for Conformité Européenne (CE Marking) services conducted by BSI: (i) immediate notice of all adverse incidents concerning the affected product and any limit or prohibition imposed by any regulator on the use or marketing of such product; (ii) an undertaking, warranty and representation to BSI that, when displaying the CE Marking following a conformity assessment, Client's declaration of conformity of the relevant product will be accurate in all respects.
6. BSI will not investigate or confirm the truth, accuracy or completeness of any information provided by Client and BSI accepts no liability for any losses, costs or damages suffered or incurred by Client arising out of any incomplete or inaccurate information.
7. For testing services, BSI shall be entitled to suspend testing until it receives satisfactory test items, whereupon the agreed timetable for testing shall recommence. If the testing forms part of multiple services, BSI at its sole and absolute discretion may provide and charge for the remainder of the services separately from and without conducting the testing services.
8. If Client wishes to change the date of a site visit or item testing, it must provide BSI with at least 30 days' written notice of its intention to do so.
9. Client acknowledges that regulatory third party observers may accompany BSI from time to time at a site visit but only if subject to confidentiality obligations to the same level as those BSI owes to Client under this Contract. BSI will provide the identity of such observer prior to any visit. Client will not be charged any additional fees for such observer.
10. BSI personnel may abort a visit while on Client's site without BSI being in breach of Contract if they believe there is a risk to safety or Client does not comply with relevant health and safety rules.
11. BSI may refuse to issue any certificate or other document verifying compliance with any law, standard, rule or scheme, or revoke or suspend such issued certificate or other document, if in its reasonable opinion Client does not comply with the requirements of the relevant law, standard, rule or scheme, or fails to comply with any of its obligations under the Contract, or uses BSI's services in such a manner that may be misleading or that may bring BSI into disrepute.
12. BSI will at all times remain the owner of all certificates and reports that it issues pursuant to the services. BSI grants to Client a limited non-exclusive licence to display a certificate issued by BSI (**Certificate**) for so long as it remains valid, either under the terms of this Contract or on the face of the Certificate.
13. The licence in clause 12 includes a non-exclusive licence for Client to display the BSI-owned logo (**BSI Logo**) or third party-owned logo as specified on the relevant Certificate, on or in conjunction with the products or services to which the Certificate relates, in accordance with the terms of this Contract and, in

Terms of Service

- respect of third party logos, any third party terms. Client may not sub-license or transfer the right to display any Certificate issued by BSI, BSI Logo or third party-owned logo to any other party. Client may not amend the content or change the appearance of the Certificate or the BSI logo. The licence in clauses 12 and 13 ends on expiry or termination for any reason of the Contract or relevant Certificate. On expiry or termination, Client shall cease all use of the relevant BSI Logo or third party-owned logo.
14. All intellectual property rights in any BSI Logo remains vested in BSI. All goodwill through Client's use of any BSI Logo shall vest in BSI and to the extent any such rights accrue to Client, Client hereby assigns them to BSI. Client shall only display the BSI Logo in the form approved by BSI, in accordance with any guidelines and instructions provided by BSI from time to time and only in connection with the products and/or services as specified on the relevant Certificate;
 15. Client shall not use, or apply for registration of, any trade mark which consists of, or comprises, or is confusingly similar to any BSI Logo or do, or omit to do, or permit to be done, any act that, in BSI's reasonable opinion, may weaken, damage or be detrimental to any BSI Logo or the reputation or goodwill associated with the BSI.
 16. Client may disclose a report issued by BSI pursuant to its services to any third party provided Client complies with this clause 16. The report must not be amended, abridged or presented in any form other than that issued in final form by BSI. Client agrees to indemnify and hold harmless BSI against all costs, losses including reasonable legal fees and proceedings suffered or incurred by BSI arising out of or relating to a third party's reliance on a report disclosed by Client, whether or not disclosed with BSI's prior written consent.
 17. Client will take such action as is necessary to prevent distribution of any counterfeit product purporting to be the Client's product and to which any BSI services may relate. Client will notify BSI of such counterfeit product and its proposals to prevent it from being distributed as soon as possible in writing. At its discretion, BSI may make a public statement concerning the counterfeit product. Failure to comply with this clause 17 is material breach of this Contract.
 18. To appeal the outcome of an accredited service, Client must serve BSI with written notice of appeal within 21 days of receipt of the outcome intended to be appealed. Notice must be addressed to BSI's Compliance and Risk Director.
 19. Appeals are heard pursuant to the appeals procedure under the accreditation rules governing BSI. The decision of BSI will remain in force pending the outcome of the appeal, which the Client and BSI each agree shall be final.
 20. For all certification services, BSI may disclose or put into the public domain, on a website or by any other means, Client's name, scope of certification, as well as details of the issuance, suspension, revocation or termination of a Certificate.
 21. For general testing services not pursuant to a standard or regulation, the testing report will only apply to the actual items tested. Client agrees that such report will not imply or affect the outcome of other tests on a similar item. Such report does not indicate any form of approval, certification, supervision, control or surveillance by BSI.
 22. BSI will keep Client information confidential for a period of 6 years from receipt and delete it thereafter and will not use or disclose it except in the following situations (in which case, BSI shall notify Client if legally able to and within a commercially reasonable time):
 - a. for the purpose of exercising or performing its obligations under the Contract; or
 - b. to the extent required by law, any governmental, regulatory or accreditation authority, or court in any jurisdiction; or
 - c. to the extent required to be disclosed if, in the reasonable opinion of BSI, the health or safety of consumers may be at risk.
 23. Clause 22 shall not require BSI to delete Client information that it is required to retain by applicable law, or to satisfy the requirements of any regulatory authority or body of competent jurisdiction to which BSI may be subject relevant to the services.
 24. Payment terms are 30 days net. Multiple services are severable and may be invoiced separately. For testing services that last longer than 30 days, BSI may issue interim invoices.
 25. Payments may only be made by electronic transfer to the account detailed on the invoice issued by BSI. On making a payment, Client is to provide the relevant invoice number and its customer account number (as stated on the invoice).
 26. Client will pay to BSI (unless due to BSI's fault or a force majeure described in this Contract):
 - a. the fees for the services
 - b. the current rate for the time BSI is required to spend to investigate any third party complaint, or any alleged non-compliance with the relevant standard, regulation or scheme;
 - c. the full fee for a site visit or sample testing if changed by Client on less than 30 days' written notice or for a site visit aborted by BSI due to the grounds in clause 10 above;
 - d. for testing services, the cost of returning or disposing of the test items in an environmentally friendly manner (unless specifically requested by Client otherwise);
 - e. the Annual Management Fee for every year of the Contract;
 - f. the Application Fee for the first year of the Contract (and, if an initial assessment is not conducted within one year of the Effective Date, Client will need to reapply for such services and pay a further Application Fee); and
 - g. a fee if Client requests to change its details on a Certificate which does not affect its validity and

Terms of Service

- BSI in its sole discretion issues a revised Certificate on the same terms and validity.
27. BSI's fees are exclusive of sales, value added tax or other tax.
 28. BSI may charge interest on overdue amounts at the rate of 2.5% a year above BSI's bankers' base rate accruing on a daily basis compounded quarterly.
 29. BSI may increase its fees annually by no greater than an amount equal to 10% of the fees charged in the year of increase. BSI may increase its fees by a greater amount, but only once it has given Client prior written notice. On receipt of such notice, Client may terminate the Contract by notifying BSI of its intention to do so on 30 days' written notice. If Client provides no notice, Client is deemed to accept the higher increase.
 30. For testing or healthcare review services, if BSI becomes aware that the time for completing such services will exceed that in the Contract, BSI will stop all tests and inform Client of the associated increase in fees. Client may terminate the services if it does not wish to proceed by providing written notice to BSI and will remain liable for the full test fee for the testing already commenced.
 31. On termination of the Contract for any reason (except due to breach of Contract by BSI), all fees outstanding are due and payable immediately; and for testing services, all fees are due and payable if the test items have been received by BSI prior to date of termination.
 32. Nothing in this Contract shall limit or exclude BSI's liability to Client for death or personal injury caused by BSI's negligence or fraud or fraudulent misrepresentation.
 33. Subject to clause 32, BSI will not be liable to Client for any loss of profit, loss or damage to goodwill, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, nor, if testing services are being provided, for damage to any item submitted for testing.
 34. Subject to clause 32, 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 annual fees payable by Client under the Contract. This limitation of BSI's liability will survive termination of the Contract.
 35. Either party may terminate the Contract at any time by giving the other party not less than 6 calendar months' written notice of its intention to do so.
 36. Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract with immediate effect by notice:
 - a. if Client breaches any material obligation and such breach remains un-remedied after 30 days from the date of notification of such breach by BSI; or
 - b. if a material breach is incapable of remedy; or
 - c. if Client challenges the validity or ownership of any BSI intellectual property rights; or
 - d. should BSI have reasonable grounds for believing that Client does not comply with the requirements of any law, standard or scheme applicable to its services; or
 - e. if, in the reasonable opinion of BSI, Client acts in such a manner that may bring BSI into disrepute.
37. Without prejudice to any rights that have accrued under the Contract, either party may terminate the Contract immediately if the other party is unable to pay its debts as they fall due, or has appointed a receiver, administrator or manager over its assets, or goes into liquidation (except for the purpose of solvent reconstruction or amalgamation), or enters into a voluntary arrangement with its creditors, or ceases or threatens to cease its business.
 38. For Conformité Européenne (CE Marking) services :
 - a. Client agrees to indemnify and hold harmless BSI and its group companies against any costs or losses that BSI or its group company 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 its group company by any third party in relation to: (i) Client's failure to comply with any regulation or law specifically governing CE Marking; (ii) Client's use or display of the CE Marking in relation to the relevant product; (iii) any change made to the product tested, which has not been re-tested by BSI; (iv) the product not being or alleged not to be fit for purpose, whether such allegations are subsequently supported in fact or not. This indemnity shall remain binding after the termination of the Contract.
 - b. On termination of a relevant Certificate for any reason which has not been replaced, Client will immediately cease the use and display of the CE Marking on the relevant product, whether sold or not.
 39. A party will not be in breach of the Contract if it is not reasonably possible to perform an obligation due to circumstances beyond that party's reasonable control. If the period of non-performance continues for sixteen weeks, the party unaffected may terminate the Contract by giving 14 days' advance written notice to the other party.
 40. 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.
 41. The Contract is personal to Client. Client may not assign, transfer or deal in any manner with its rights and obligations under the Contract. BSI may assign its rights under the Contract to a BSI group company.
 42. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes

Terms of Service

all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering the 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.

43. If there is an inconsistency between any of the provisions of the Contract and any master services agreement, purchase proposal, Client's standard conditions of purchase or any other document stated to be relating to BSI's services or the Contract, the provisions of the Contract shall prevail.
44. A person who is not a party to the Contract shall not have any rights under or in connection with it.
45. BSI may amend this Contract from time to time and will notify you in writing of all such amendments.
46. A failure to or delay in enforcing a right or remedy under this Contract does not constitute a waiver of that right or remedy.
47. If this Contract has been translated into a language other than English, the English version will prevail to the extent of any inconsistency with the translation.
48. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the remainder of the Contract shall not be affected.
49. Any notices to a party in connection with the Contract must be in writing and sent by email or delivered to the party's address set out in the Contract.
50. The law of England governs the Contract and the English courts have non-exclusive jurisdiction to settle any disputes or claims arising out of it.

Terms of Service

Annex A

IATF 16949 Certification Service

This annex is included in the contract for IATF certification service.

BSI and client have a legally enforceable agreement for the provision of certification activities to the clients. In addition, where there are multiple offices of BSI or multiple sites of a client, BSI ensures there is a legally enforceable agreement between the BSI granting certification and issuing a certificate, and all the sites covered by the scope of the certification

This legally enforceable agreement includes provisions to ensure it can be extended until all transfer activities to the new IATF-recognized certification are completed.

This legally enforceable agreement includes the following items.

1. Certification agreement

- a) The client shall notify the certification body of any changes (see section 2);
- b) The client cannot refuse an IATF witness audit of the certification body;
- c) The client cannot refuse the presence of a certification body internal witness auditor;
- d) The client cannot refuse the presence of an IATF representative or their delegates;
- e) The client cannot refuse the request of the certification body to provide the final report to the IATF;
- f) The only use of the IATF logo related to this certification body scheme is as displayed on the certificate issued by the certification body. Any other use of the IATF logo, separately or not, is prohibited;

Note : this client can make copies of the IATF 16949 certificate bearing the IATF logo for marketing and advertising purposes.

- g) Consultants to the client cannot be physically present at the client's site during the audit or participate in the audit in any way.

2. Notice of changes by a client

Client shall inform the certification body, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the IATF 16949 certification. These include, for example, changes relating to :

- a) legal status
- b) commercial status (e.g., joint venture, sub-contracting with other organizations);
- c) ownership status (e.g., mergers and acquisitions);
- d) organization and management (e.g., key managerial, decision-making, or technical staff);
- e) contract address or location;
- f) scope of operations under the certified management system;
- g) IATF OEM customer special status
- h) Transfer to a new IATF certification body

BSI may need to conduct a special audit in response to changes listed above.

Failure by the client to inform the BSI of a change is considered a breach of the legally enforceable agreement and should result in the issuance of a major nonconformity.