Generic Terms and Conditions for Certification Services

1. DEFINITIONS AND INTERPRETATION

1.1.1 **Affiliate** means any other entity that either directly or indirectly controls or is controlled by a Party or is under the common control with the Party in question. An entity shall be regarded as being in control of another entity if it owns, directly or indirectly, or is entitled to exercise, directly or indirectly, the votes attaching to 50% (fifty per cent) or more of the equity shares of the other entity or if it possesses, directly or indirectly, the power to determine the composition of the board of directors of the other entity.

1.1.2 **Agreement** means Bureau Veritas Certification's acceptance of a completed Application Form, Proposal, or other instructions for Services from the Client. These General Conditions (as defined below) govern each agreement unless separate terms and conditions are agreed to in writing between the Client and Bureau Veritas Certification.

1.1.3 **Application Form** means Bureau Veritas Certification's standard form to be completed by the Client setting out the Services to be performed by Bureau Veritas Certification, together with any other information concerning the performance of the Services under the terms of the Agreement. The fees for the Services may be set out in the Order Form or in a separate document, Proposal or price list.

1.1.4 **Bureau Veritas Certification** means the certification-related entity of the Bureau Veritas group of companies that has entered into the Agreement with the Client.

1.1.5 **Certificate of Approval** means the certificate issued by Bureau Veritas Certification confirming that an audit has been passed for a product, service or process to be marketed or used for stated purposes under stated conditions.

1.1.6 **Client** means the person, firm, company, partnership, association, trust or government agency or authority that appoints Bureau Veritas Certification to provide the Services and identified as such in the applicable Order Form, Proposal or agreed written instructions.

1.1.7 **General Conditions** means the (i) Generic Terms and Conditions for Certifications Services, (ii) Commercial Terms and Conditions for Certification Services and (iii) Technical Terms and Conditions for Certification Services.

1.1.8 **Proposal** means any proposal, quotation or other document issued by Bureau Veritas Certification to the Client that sets out the Services, fees and any other information and terms and conditions in relation to the performance of the Services.

1.1.9 **Reports** means all documents and products created by Bureau Veritas Certification in relation to or as a result of the performance of the Services, excluding the Certificate of Approval.

1.1.10 **Services** means the certification services, covering audit and certification services against an appropriate recognized specification or part thereof, to be performed by Bureau Veritas Certification for the Client under the Agreement and as set out in the applicable Application Form, Proposal or any other written instructions, to the extent that any such other written instructions are accepted by Bureau Veritas Certification.

2. APPLICATION OF GENERAL CONDITIONS

2.1 Unless otherwise expressly agreed in writing and signed by both parties or solely to the extent otherwise required by mandatory application of law, these General Conditions will:

2.1.1 apply to and be incorporated in the Agreement and

2.1.2 apply to all actions and Services provided by Bureau Veritas Certification and

2.1.3 prevail over any inconsistent terms or conditions contained in the Client's standard terms and conditions or any other communications with Bureau Veritas Certification.

2.2 For the avoidance of doubt, under no circumstances will the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Application Form or other document, govern the Agreement.

2.3 Bureau Veritas Certification acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and Bureau Veritas Certification. The Agreement shall not be deemed to create any rights for the benefit of any third parties, including (without limitation) suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

2.4 Bureau Veritas Certification, in its sole and absolute discretion, may delegate the performance of all or a portion of the Services under the Agreement to an Affiliate, agent without the prior approval of the Client, and the Client hereby consents to such delegation. For the purposes of clause 6.1, the Client hereby consents to Bureau Veritas Certification disclosing any and all of the Confidential Information of the Client to such Affiliate, agent for the sole purpose of performing the Services, in whole or in part.

2.5 The Services offered by Bureau Veritas Certification are "open ended" and are subject to automatic renewal.

3. COMMENCEMENT AND DURATION

3.1 The Services performed under the Agreement shall be provided by Bureau Veritas Certification to the Client from the date of validity of the Agreement (refer to 1.1.2).

3.2 Subject to clause 12, the Services performed under the Agreement shall be supplied for the period as set out in the agreed Application Form, Proposal or other written instruction received from the Client and accepted by Bureau Veritas Certification. Where no such period for performance of the Services has been stipulated, Bureau Veritas Certification shall perform the Services within a reasonable time in its sole discretion.

3.3 This Agreement will be valid for a period of three (3) years and shall be renewed automatically at the end of this initial period for successive periods of three (3) years unless the Client notifies the termination to Bureau Veritas Certification with a notice period of three (3) months prior to the end of the three (3) years contractual period.

4. BUREAU VERITAS CERTIFICATION'S OBLIGATIONS

4.1 Bureau Veritas Certification shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature to the Services and under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.

4.2 Bureau Veritas Certification, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed in writing by the Parties.

4.3 In providing the Services, Bureau Veritas Certification does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners who, notwithstanding Bureau Veritas Certification's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which Bureau Veritas Certification relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause Bureau Veritas Certification's liability to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.

4.4 For the avoidance of doubt, under no circumstances does Bureau Veritas Certification fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of any management systems or processes subject of the Services, including the services, or any other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Certificate of Approval or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by Bureau Veritas Certification for any activities undertaken by the Client or systems or processes maintained or put in place by the Client.

5. CLIENT'S OBLIGATIONS

5.1 The Client must:

5.1.1 co-operate with Bureau Veritas Certification in all matters relating to the Services. In case of remote audit, the Client and Bureau Veritas Certification define the suitable ICT means (Information and Communication Technology) to ensure an efficient conduct of the audit and an appropriate level of confidentiality,

5.1.2 provide, or cause its suppliers to provide, in a timely manner and at no charge, access and transportation to all necessary equipment, materials, facilities, documents, data, and personnel as required by Bureau Veritas Certification, its agents, and representatives, to perform the Services,

5.1.3 prepare and maintain the relevant premises and materials for the supply of the Services, including without limitation, identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services,

5.1.4 adopt all necessary measures to ensure the safety and security of working conditions on site during performance of the Services and inform Bureau Veritas Certification without delay of all health and safety rules and regulations, any occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority and any other reasonable security requirements that apply at any of the relevant premises,

5.1.5 ensure that the Client's equipment is in good working order, under the Client's control and operation, suitable for the purposes for which it is used in relation to the Services and conforms to all relevant and applicable standards or requirements,

5.1.6 where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment and facilities,

5.1.7 ensure that all documents, information and material made available by the Client to Bureau Veritas Certification under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party,

5.1.8 Ensure that such information is accurate in all material respects. Client Information shall be provided by the Client to Bureau Veritas Certification at least twenty (20) days before the agreed start date of each audit. Bureau Veritas Certification shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from any prevention or delay of the Agreement by the Client,

5.1.9 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.

5.2 To the extent that Bureau Veritas Certification renders Services, the Client agrees that Bureau Veritas Certification does not owe any specific success but only such Services.

5.3 Bureau Veritas Certification reserves the right to unilaterally alter or extend the defined deadlines in the Agreement or postpone them if the Client fails to timeously provide Bureau Veritas Certification with the relevant Client Information.

6. CONFIDENTIALITY

6.1 Client Information means all codes, documents, instructions, manuals, measurements, specifications, requirements, and any other information and materials provided by the Client and necessary for Bureau Veritas Certification to perform the Services.

Confidential Information means all and any non-public information disclosed by one Party to the other Party, or information as to the business of the other party, including (but not necessarily limited to) data, know-how, concepts, manuals, reports, specifications, trade secrets, trademarks, company logos, and any other business, commercial, financial, legal, marketing or technical information.

6.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information, which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

6.3 This confidentiality undertaking shall not apply to any information:

6.3.1 which is publicly available or becomes publicly available through no act of the receiving Party,

6.3.2 which was in the possession of the receiving Party prior to its disclosure,

6.3.3 which is disclosed to the receiving Party by an independent third party with the right to make such disclosure;

6.3.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party,

6.3.5 which is disclosed or is required to be disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or

6.3.6 which is disclosed to an Affiliate of the receiving Party on a need-to-know basis.

6.4 Each Party shall be responsible for ensuring that all persons to whom Confidential Information of the other Party is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity and shall assume full responsibility for any breach of said undertaking.

6.5 Notwithstanding the provision of clause 6, Bureau Veritas Certification reserves the right to refer to the Client, using its name and/or logo, whether internally and externally, orally or in writing, and on any communication support, for marketing and/or commercial purposes without the prior consent of the Client being required.

6.6 Notwithstanding the provision of clause 6, Bureau Veritas Certification reserves the right to use the Client's data for benchmarking and analysis purposes, being understood that any such use by Bureau Veritas Certification will be in compliance with the application regulation protecting personal data and the data would be anonymous.

7. INTELLECTUAL PROPERTY

7.1 Intellectual Property means all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether capable of registration, registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

7.2 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.

7.3 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its Affiliates.

7.4 The names, service marks, trademarks and copyrights of Bureau Veritas Certification shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of Bureau Veritas Certification and then only in the manner prescribed by Bureau Veritas Certification.

7.5 For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey to the Client any rights of ownership or license whatsoever to the Bureau Veritas Certification's Intellectual Property, its proprietary software, proprietary audit methods, training materials and best practices manual, protocols, Bureau Veritas Certification's name, logo, marks, or other trade dress or any other existing or future Intellectual Property rights or know-how developed and used by Bureau Veritas Certificate to perform the Services and to issue the Certificate of Approval and the Reports. Such Intellectual Property rights shall remain the sole property of Bureau Veritas Certification.

8. DATA PROTECTION

8.1 Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all applicable data protection and privacy laws and regulations, in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016 ("Data Protection Laws"). The terms "personal data", "data controller", "transfer", "processing" shall have the meaning ascribed to them in the Data Protection Laws.

8.2 The Company, acting as data controller, collects and processes personal data from the Client to perform the Service ordered by the Client (e.g. contact information for commercial and invoicing purposes).

8.3 The personal data will be retained for suitable periods of time and in accordance with the retention periods in force for each type of personal data and the purposes for which they are collected.

8.4 The personal data may be transferred outside the European Union to countries recognized by the European Commission as guaranteeing an adequate level of protection of personal data or to countries not recognized as such. Where applicable, the Company will ensure that the transfer is conducted under terms and conditions that provide effective data protection and comply with the Data Protection Laws. Information on these measures are available upon request by writing to: https://personaldataprotection.bureauveritas.com.

8.5 The Client, its employees and/or any third parties that may be involved in the performance of the Service have the right to access, rectify and erase any personal data concerning them, as well as to limit the processing, oppose to the processing or request the portability of their personal data. They also have the right to set out general and specific guidelines that define how they intend these rights to be exercised after their death. These rights may be exercised by writing to: https://personaldataprotection.bureauveritas.com. Finally, they have a right to lodge a complaint to the competent supervisory authority.

8.6 The Client guarantees that: (i) it has lawfully collected the personal data; (ii) it has communicated to its employees and/or any third parties that may be involved in the performance of the Service, all the information relating to the processing of their personal data by the Company, so that they are fully aware of such processing.

9. LIMITATION OF LIABILITY

9.1 This clause sets out the entire liability of Bureau Veritas Certification (including any liability for the acts or omissions of its Affiliates, and their respective employees, directors, officers, agents, subcontractors), to the Client in respect of the Services, the Certificate of Approval and/or the Reports, any breach of the Agreement, any use made by the Client of the Services, the Certificate of Approval and/or the Reports or any part thereof, and any representations, misrepresentations, statements or tortious acts or omissions (including negligence) arising under or in connection with the Agreement.

9.2 Except as set out in clause 9.3 neither Party shall be liable to the other Party in any circumstances whatsoever for:

(i) loss of business, or loss of use or loss of profit, loss of data, loss of earnings, loss of production, loss of value, decrease in earnings from any goods or property, loss of financial advantage, business interruption or downtime; or

(ii) depletion of goodwill and/or similar losses; or

(iii) loss of contract; or

(iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

9.3 Nothing in these General Conditions limits or excludes the liability of either Party:

(i) for death or personal injury resulting from negligence; or

(ii) for any damage or liability incurred by either Party as a result of fraud or fraudulent misrepresentation by the other Party; or

(iii) for any other loss which by law cannot be excluded or limited.

9.4 Without prejudice to clause 9.1 or 9.3, the total aggregate liability of Bureau Veritas Certification and its Affiliates, and their respective employees, directors, officers and agents, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Certificate of Approval, the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Client to Bureau Veritas Certification in respect of the Services that give rise to Bureau Veritas Certification's liability to the Client.

9.5 The Client hereby indemnifies Bureau Veritas Certification and its Affiliates, and their respective employees, directors, officers, and agents, and holds them harmless against all and any claims, damages, expenses, liabilities, losses costs and/or expenses (including legal fees) of any nature whatsoever (including, but not limited to, negligence and gross negligence) arising from:

9.5.1 any act, omission, default, breach of contract or negligence of the Client, its agents or employees,

9.5.2 any claim by a third party in connection with the Services, Certificate of Approval and/or the Reports, including, without being limited to, where a Certificate of Approval and/or the Report is disclosed in full or in part to the third party with the consent of Bureau Veritas Certification.

10. FORCE MAJEURE

For the purpose of this clause "**Force Majeure**" shall mean any event or circumstance, the occurrence of which is beyond the reasonable control of the claiming Party, which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation, including (without limitation):

Are considered as Force majeure, any compelling, insuperable and unpredictable event and independent of the will of one, or other of the Parties resulting in the impossibility to achieve or continue the Services.

10.1 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party):

10.1.1 The Force Majeure shall be immediately notified by the Claiming Party to the other in writing causes, and in demonstrating the diligence used to remove or mitigate the effects of such Force Majeure,

10.1.2 The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing, in order to perform the Service.

10.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure.

10.3 If the disability continues for a continuous period of more than 15 (fifteen) days from the date the claiming Party gave written notice under clause 10.1, then either Party shall be entitled (but not obliged) to terminate this Agreement, or any part thereof, immediately on written notice to the other Party and, subject to the provisions of this Agreement, neither Party shall have a claim against the other Party as a result of such termination.

11. TRADE LAWS

11.1 "**Trade Laws**": any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanction Authority.

11.2 "Sanction Authority" means an international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties.

11.3 Client shall not take any action or make omissions that would cause Bureau Veritas Certification to violate Trade Laws or be subject to sanctions, fines and penalties under Trade

Laws. Client shall bear any fines or penalties or additional costs resulting from such violation.

11.4 Client warrants that Bureau Veritas Certification will not directly or indirectly provide Services relating to items that are prohibited by Trade Laws. Should items subject to Services are prohibited, Client shall provide Bureau Veritas Certification with a copy of any relevant license or other authorization.

12. TERMINATION

12.1 Bureau Veritas Certification may terminate the Agreement at any time and for any reason, without incurring any liability to the Client, by giving a minimum of 30 (thirty) days' written notice to the Client, or such other period as may be reasonable in Bureau Veritas Certification's sole opinion in the circumstances. Without prejudice to any other rights or remedies which Bureau Veritas Certification may have, Bureau Veritas Certification may terminate the Agreement, without liability to the Client, immediately on written notice to the Client if the Client acts in breach of laws, Trade Laws, or is subject to international sanctions. or if, as a result of the provision of the Services, Bureau Veritas Certification is in breach of Trade Laws applicable to Bureau Veritas Certification or its parent companies.

12.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement, without liability to the other Party, immediately on written notice to the other Party if the other Party:

12.2.1 fails to pay any amount due under the Agreement on the due date for payment and remains in default for 10 (ten) days after being notified in writing to make such payment,

12.2.2 commits a material breach of the Agreement and (if such breach is capable of being remedied) fails to remedy such breach within 10 (ten) days after being notified in writing of the breach,

12.2.3 repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement,

12.2.4 becomes unable to pay its debts as and when they become due,

12.2.5 becomes insolvent or enters receivership (for financial or other reasons) or judicial management, or commences insolvency or business rescue proceedings,

12.2.6 assigns or transfers any right or obligations under the Agreement, other than as authorised under this Agreement,

12.2.7 suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business.

12.3 On termination of the Agreement for any reason:

12.3.1 the Client shall immediately pay to Bureau Veritas Certification all of Bureau Veritas Certification's outstanding unpaid invoices (which shall become immediately due and payable) and interest, if any, on any outstanding sums and, in respect of Services supplied but for which no invoice has been submitted, Bureau Veritas Certification may submit an invoice, which shall be payable by the Client immediately on receipt thereof;

12.3.2 the accrued rights and liabilities of the Parties as at the termination and the continuation of any provision of the Agreement expressly stated to survive or implicitly surviving the termination, shall not be affected.

12.4 On termination of the Agreement (however arising), clauses related to confidentiality, intellectual property, data protection, governing law and jurisdiction shall survive and continue in full force and effect.

13. WAIVER

A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

14. ASSIGNMENT

14.1 The Client shall not, without the prior written consent of Bureau Veritas Certification, cede, assign, transfer or deal in any manner with all or any of its rights or obligations under the Agreement.

14.2 The Client acknowledges that, and hereby expressly consents to, Bureau Veritas Certification at any time ceding, assigning, transferring or dealing in any manner with all or any of its rights or obligations under the Agreement.

15. SEVERANCE

15.1 If any provision of the Agreement (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part thereof) shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of the Agreement (or part thereof) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. ENTIRE AGREEMENT

16.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the Services.

16.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.

17. GOVERNING LAW AND JURISDICTION

17.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales, notwithstanding any conflicts of laws rules that could require the application of any other law.

17.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.