

TERMS AND CONDITIONS

SOCOTEC Certification International's Accredited Offices (SCI-AO) are Accredited Certification Bodies that provides their certification services through a network of representative offices throughout the world.

All Accredited certification services delivered through Socotec Group are done so under the management and control of SCI-AO and all certification decisions are made within SCI-AO.

These conditions of certification define the obligations for all client organizations that have appointed SCI-AO to undertake their certification through acceptance of the SCI-AO client agreement as issued by their local SOCOTEC Certification International representative.

1. DEFINITIONS

Audit : audit carried out by an auditing organization independent of the client and the user, for the purpose of certifying the client's management system

Audit Team : A team composed by approved auditors who have the abilities to conduct the audit of the client.

Certification Mark: SOCOTEC Certification International.

Local Representative: agent or local entity licensed to deliver SCI-AO's certification services. When there is no local entity, it is directly handled by SCI-AO.

Socotec Group: the worldwide group of companies within the Socotec Group

2. SCOPE OF AUDIT

2.1. SCI-AO has accepted an appointment by the client organisation to carry out an audit of the client organisation's Management System (the "Audit") and if the client organisation's Management System complies with the international standard contained within the Quotation, to grant certification on these Conditions (the "Certification"). All correspondence between the client organisation and SCI-AO will be directed to and handled by your Local Representative, other than in cases covered by clause 17.3 below.

2.2. The Local Representative will carry out the Audit by checking that the client organisation has a Management System in place that meets the requirement of the Standard and by carrying out the appropriate Audits to assess whether the client organisation's Management System is achieving continual performance improvement (the "Extent of Audit").

The Local representative will notify the names of the subcontractors to the client's organisation.

2.3. SCI-AO warrants that the Audit will be valid at the time it is made. Any Certification granted will, subject to earlier revocation, remain valid for three years, provided that the client organisation continues to comply with relevant requirements.

3. AUDIT

3.1. The work content and timescales for each Audit quoted to the client organisation are estimates made based on preliminary discussions between the Local Representative and information provided by the client organisation. In the event SCI-AO and the Local Representative consider it impractical to adhere to the programme as discussed for the Audit, the Local Representative will prepare and submit to the client organisation a revised proposal for consideration.

3.2. The Local Representative will from time to time engage qualified Associate Auditor (the 'sub-contractor') in addition to the full time staff of the Local Representative to undertake Audits on behalf of SCI-AO. The Local Representative will notify the names of the subcontractors to the client organisation, and will assume their acceptance.

3.3. The Local Representative shall not sub-contract any of its obligations and responsibilities under this Agreement without the client organisation's prior consent. Decisions for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification shall not be outsourced.

3.4. Where the Local Representative does appoint any sub-contractor under clause 2.2 (in conjunction with SCI-AO), the Local Representative shall remain primarily responsible for the work carried out by any such sub-contractor and for the recommendation of any Certification pursuant to the Audit.

4. AUDITS

4.1. Initial, Recertification, Surveillance or other types of Audits shall be as agreed between the Local Representative and the client organisation having regard to the nature of the visit and the prior commitments of the client organisation and the Local Representative.

4.2. The Local Representative will conduct a Reassessment audit at least two months before the expiry of the certification in order to assure the continuity of the certification, in the case of a positive audit result.

4.3. Any modification of the certification scope, number of standards, number of staff and/or sites on the basis of which this quotation was drafted, will be subject to an amendment.

4.4. For the determination of audit days, it will be referred to global standards and/or applicable local standards when it is in force.

5. CANCELLATION, CHANGE OR POSTPONEMENT OF AN AUDIT BY THE CLIENT ORGANISATION

5.1. When the client organisation requires or requests the cancellation, change or postponement of a scheduled Audit, the client organisation must give a written prior notification to the Local Representative at least thirty working days prior to the scheduled audit date. SCI-AO reserves the right to charge a 50% cancellation fee of the audit cost, even if no service has been provided.

5.2. The client organisation will be aware that a missed scheduled audit, the cancellation, change or postponement of a scheduled audit may result in the suspension or withdrawal of the certification (or the requirement to undertake a repeat Stage 1 in the case of the Stage 2 requirement above). Audits shall occur every twelve months at least, or at shorter intervals if required by the client.

6. SPECIAL AUDITS

6.1. A Special Audit may be required in the following cases:

- a. Expanding Scope
- b. Short-notice audits (complaints investigation, response to changes, follow-up on suspended clients), closure on major non-conformity.
- c. Suspending or restoring scope of certification.
- d. The reporting of a serious OHS incident or breach of OHS regulation necessitating the involvement of the competent regulatory authority. The Special Audit will be determined, planned and communicated to the client organisation in writing. The cost of the Special Audit will be reported to and accepted by the client organisation prior to the Special Audit commencing.

6.2. Any special audit will be subject to a new quotation or amendment.

7. CERTIFICATE

7.1. The client organisation shall use any Certificate granted in accordance with the regulations set out below:

- a. The Certificate and right to use the Certification Mark shall remain the exclusive property of SCI-AO and cannot be sold, lent, licensed or used as an asset of the client organisation.
- b. The Certificate will be valid from the date of issue until such time that the certification is withdrawn for whatever reason from the client organisation.
- c. misuse of the Certificate in any way, or misleading use of the certification in publications, may lead to suspension or revocation of certification.
- d. not use its Certification in such a manner as to bring SCI-AO into disrepute and shall not make any statement regarding its Certification which SCI-AO may reasonably consider to be misleading or unauthorised;
- e. not use its Certification to imply that any product or service is approved by SCI-AO or any other Certification body nor in any other manner other than to indicate that its Management System is in conformity with specified standards or other normative documents;
- f. ensure that no Certification document, mark or report, or any part thereof is used by the client organisation, its employees, agents or sub-contractors in a misleading manner; and in making reference to its Certification in communication media (e.g. documents, brochures or advertising), comply with SCI-AO's reasonable requirements

7.2. SCI-AO has the right to not issue a certificate or suspend or withdraw certificates if the following have been demonstrated that are applicable to the particular scheme(s) being audited:

- Failure to demonstrate initial or on-going commitment to legal compliance;
- Deliberate or consistent non compliance
- Closure of facilities/work areas where subsequent new risks are not handled in compliance with requirement
- The organisation cannot demonstrate that it has achieved compliance with legal OH&S requirements that are applicable through its own evaluation prior to certification

7.3. If the client fails to pay for the Audit, the Certificate will not be issued.

8. CLIENT ORGANISATIONS OBLIGATIONS

For the duration of the contract:

- a. The Client organisation shall make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for all required audit visits and the resolution of any complaints.
- b. The Client makes provision where applicable, to accommodate the presence of observers (e.g. accreditation assessors or trainee auditors, supervisors...) and the Audit Team of SCI-AO to witness the audit.
- c. advise the Local Representative of any amendments shall include changes relating to the legal, commercial, organisational status or ownership/organisation and management (e.g. key managerial, decision making or technical staff)/contact address and sites/scope of operations under the certified Management System/major changes to the Management System and processes.

9. USE OF THE CERTIFICATION MARK :

Upon grant of Certification SCI-AO permits the client organisation to use the Certification Mark which indicates Certification of a Management System, the client organisation may use the Certification Mark only in accordance with the regulations in the "Communication guidelines- Use of the collective certification Mark" & User Guide.

- a. the Certification Mark may not, under any circumstance, be used directly on or closely associated with products.
- b. the client organisation must undertake to discontinue any use of the Certification Mark which is unacceptable to SCI-AO.
- c. upon termination of the certification for whatever reason, the client organisation undertakes to cease any use of the Certification Mark immediately.
- d. The right to use the Certification Mark is not transferable
- e. The client organisation accepts that SCI-AO is not responsible for any cost arising from the misuse of the Certification Mark by the client organisation.

Breach of these conditions of certification could lead to withdrawal of the client organisation's certificate by SCI-AO.

10. INVOICING AND PAYMENT

10.1. Invoice

- a. All services provided by SCI-AO will be invoiced in accordance with the amounts and description contained within the certification contract.
- b. An invoice will be produced by the Local Representative prior to an audit and must be paid by the client organisation before the audit commences or no later thirty days from the invoice date.

10.2. Payment

- a. Where a Standing Order is in place for advance payment of scheduled audits, no monies will be refunded to the client organisation if the contract is terminated prior to the audit date.
- b. Where a Standing Order is in place for advance payment of scheduled audits, the client organisation will receive and settle any other invoices required for reclaim of expenses or the provision of additional services.
- c. Failure to pay any invoicing, will lead to a non-delivery of the Certificate.

11. CONFIDENTIALITY & PERSONAL DATA PROTECTION

11.1. Neither the client organisation nor SCI-AO shall at any time during or after the Engagement divulge or allow to be divulged to any person any confidential information relating to the business or affairs of either party. This obligation does not apply to any confidential information to the extent:

- a. that at the time of disclosure such information is in the public domain
- b. that such information subsequently comes into the public domain other than by reason of breach of this obligation
- c. that disclosure is required by law or in the course of any legal proceedings, or
- d. that prior to such disclosure, such information was lawfully in the possession of the party to whom it was disclosed as evidenced by that party's written records or those of its representatives.

Both Parties are released from this obligation when confidential information is requested because of a legal requirement.

11.2. SCI-AO may display within the public domain the following client organisation details as they relate to the respective certification: client organisation name/certificate number/ certificate validity details/scope of certification.

Every Party shall be compliant at any time and take all necessary measures to ensure respect of legal and regulatory rules concerning personal data protection.

12. ANTI-BRIBERY

The SOCOTEC GROUP places a strong focus on the respect of anti-Bribery laws and regulations.

Every co-contractor of the SOCOTEC GROUP shall strictly comply with local laws and regulations in force concerning anti-bribery.

Notwithstanding any legal action SOCOTEC GROUP might initiate in the event its liability would be engaged in the frame of a bribery case, any agreement will immediately terminated

13. NO INDUCEMENT

Neither the client organisation or SCI-AO shall not at any time during or for one year after the Engagement, entice or induce or attempt to entice or induce away from the other party, any person who at any time during the continuance of the Engagement is employed by the other party.

14. LIMITATION OF LIABILITY

14.1. SCI-AO warrants that it, its employees, the Local Representative and sub-contractors will carry out the Audit with the care and skill that may reasonably be expected of an Auditor experienced in conducting Audits. All other warranties and conditions, whether expressed or implied, are excluded to the fullest extent permitted by law.

14.2. Paragraph 2 of these Terms and Conditions sets out the Scope of the Audit, and the client organisation acknowledges that SCI-AO and the Local Representative have no liability for any matter outside the Extent of Audit or for any matter that is expressed in these Terms and Conditions to be the responsibility of the client organisation.

14.3. In respect of direct damage to physical property of the client organisation resulting from the negligence of SCI-AO and its employees, SCI-AO's liability shall be limited to £500,000 in respect of any one event or series of connected events.

14.4. In all other cases, SCI-AO's aggregate liability to the client organisation shall not exceed the total of all sums paid to SCI-AO by the client organisation under the Agreement.

14.5. SCI-AO, its employees, the Local Representative and sub-contractors shall in no circumstances be liable to the client organisation for any loss or profit, contracts, goodwill or anticipated savings, business interruption, loss arising from third party claims or for any special, indirect or consequential loss.

14.6. SCI-AO, its employees, the Local Representative and sub-contractors will not be liable for claims, losses or expenses resulting from any failure by the client organisation to fulfil its responsibilities under this Agreement.

15. TERMINATION

15.1. SCI-AO shall have the right at any time to terminate the Certification forthwith in any of the following events:

a. if the client organisation commits a breach of any of these Terms and Conditions and fails to remedy the same within 30 days of a formal notice from the Local Representative so to do,

b. if the client organisation enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of amalgamation or reconstruction) or compounds with its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debts or in the case of an individual or a partnership, if the client organisation or any of its members of the firm becomes insolvent or enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debt;

15.2. The Local Representative shall have the right to immediately terminate the Certification if the client's organisation is guilty of any conduct which in the opinion of the Local Representative is prejudicial to SCI-AO's interest or likely to undermine or bring the client organisation certification into disrepute.

15.3. Where the client organisation does not request part or all of the Audit services to be carried out within a period of 1 year from the date of acceptance of a quotation, this Agreement shall be deemed to have been voluntarily terminated by the client organisation. Same applies within one year after the initial audit, if no further audits have been conducted, the Agreement will be deemed to have been voluntarily terminated by the client organisation.

15.4. If the client organisation decides to terminate its certification with SCI-AO, it must immediately inform the Local Representative in writing and return the Certificate to the Local Representative. The use of the Certificate and Certification Mark, and any claims associated with the Certification, must terminate immediately.

15.5. Once the Present Agreement Terminated, all promotional materials endorsed with the SOCOTEC certification mark must be withdrawn from use immediately and any use of this mark and accreditation mark should stop.

16. FORCE MAJEURE

Failure of either party to perform its obligations under this Agreement shall not subject such party to any liability to the other if such failure is caused or occasioned by an act of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes or other labour unrest, interruption due to the delay in transportation, compliance with any order, regulation or request of any government of competent jurisdiction or any officer, department, agency or committee thereof, or by any other event or circumstance of like or different character to the foregoing beyond the reasonable control of the party so failing to perform.

17. GOVERNING LAW

These Conditions shall be governed by the Local Laws and jurisdictions from the Country of the entity carrying the accreditation.

18. MISCELLANEOUS

18.1. Failure by the Local Representative to insist upon strict compliance with any provision thereof shall not be deemed to be a waiver of such provision or any other provision thereof.

18.2. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

18.3. Should the client organisation be dissatisfied with the services provided, then an appeal process or a complaint should be made immediately in writing to the Managing Director of SCI-AO and/or of the Local Representative so that suitable action can be taken. Such complaints will not affect any of these terms and conditions.