

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;
- 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 11, 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:

Generic Terms and Conditions for Certification Services

- 5.1.1 co-operate with Bureau Veritas Certification in all matters relating to the Services; In particular 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; and
- 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, 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 a third party who did not acquire the information under an obligation of confidentiality;
- 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 Certification to perform the Services and to issue the Certificate of Approval and the Reports. Such Intellectual

Generic Terms and Conditions for Certification Services

Property rights shall remain the sole property of Bureau Veritas Certification.

8. DATA PROTECTION

Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all applicable laws and regulations, including all applicable national, state, and local privacy laws or regulations and in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016 (Together "Data Protection Laws").

The Parties acknowledge that Bureau Veritas Certification may act as "Data Processor" (within the meaning set forth under the Data Protection Laws) when it collects and processes personal data on behalf of the Client, exclusively for the purposes of the performance of the Agreement, unless otherwise agreed upon by writing executed by both Parties.

Bureau Veritas Certification collects personal data indirectly, through the Client who provides Bureau Veritas Certification with its employees, contractors, business partners and/or clients' personal data. Both parties will provide each other with the appropriate information regarding data processing within the material scope of article 2 of the EU General Data Protection Regulation 2016/679.

The Client hereby accepts and commits to provide the data subjects with such information in a manner compliant with articles 13 and 14 of the EU General Data Protection Regulation 2016/679.

8.1 Data Processing

Operations on personal data involve (the "Data Processing"):

- the purpose(s) of the processing: the performance of the Agreement, including but not limited to, the provision of certification services and other services as requested by the Client.
- the categories of personal data involved (the "Personal Data"): personal data relating to the identity of the data subjects and to their professional life.
- the duration of the data processing, which is equal to the duration of the Agreement, may be extended for the validity of the certificate (up to five years from issuance depending on applicable standards), and may be archived for cross-examination purposes up to an additional five years and/or for evidence purposes up to the expiration of applicable statutes of limitations.
- the categories of data subjects concerned: employees, contractors, business partners and/or clients of the Client.

In this respect, the Parties shall cooperate at any time and in a diligent manner to formalize all documentation required for the Data Processing, notably in order to justify their compliance with Data Protection Laws and this Article (Data Protection), in particular in the event of audits and investigations carried out by the Client, or any third-party acting on its behalf, or any competent data protection authority.

8.2 Data Processor's obligations

Bureau Veritas Certification will:

- inform promptly the Client of any circumstances entailing an incapacity of Bureau Veritas Certification to comply with Data Protection Laws or to provide the Services in compliance with Data Protection Laws, in which case, Bureau Veritas Certification and the Client will cooperate in good faith to resolve the issue, in particular to identify the impact of such circumstances on the Services and to determine the changes to the Agreement or to the Services that may be required. In this respect, should the Parties fail to reach an agreement to resolve the issue, the Client shall be entitled to terminate this Agreement in accordance with its terms and conditions;
- process personal data in accordance with the documented instructions of the Client. This Agreement constitutes the Client's complete and final instructions for the Data Processing. The Client guarantees that the instructions given comply with the Data Protection Laws and may allow the effective execution by Bureau Veritas

Certification of its Services under this Agreement. If Bureau Veritas Certification considers that an instruction from the Client constitutes a violation of the Data Protection Laws, it shall inform the Client accordingly;

- assist the Client in carrying out data protection impact assessments and for Client's prior consultations of the competent data protection authority;
- cooperate with the Client to enable it to fulfil its obligations pertaining to data subjects seeking to exercise their rights as set forth by Data Protection Laws;
- at the discretion and upon instruction of the Client, delete all Personal Data or return them to the Client, and destroy existing copies, except as required by applicable laws;
- communicate, upon request, to the Client the name and contact details of its data protection officer, as the case may be, if it has designated one in accordance with Article 37 of the EU General Data Protection Regulation 2016/679 of 27 April 2016.

8.3 Confidentiality measures

Bureau Veritas Certification will keep all personal data confidential and in particular:

- has implemented or will implement adequate access right procedures to govern accesses to personal data;
- undertakes that only persons with a need-to-know for the purpose of providing the Services will be able to access to personal data, that such persons are bound by legal or contractual obligations of confidentiality, and that such persons do not process the personal data except on instructions from the Client, unless he or she is required to do so by European or applicable law.

8.4 Security measures

Bureau Veritas Certification will preserve the security of Personal Data, and in particular:

- has implemented and/or will implement for the Services adequate technical and organizational measures to preserve the security of personal data, adapted to the Data Processing involved by the Services and take into account industry standards and the costs related to their implementation, the risks presented by the processing and the nature of the data to be protected;
- will notify the Client as soon as it is aware of (i) any breach of the security of personal data (ii) all related information necessary to enable the Client to comply with its obligations of notification to the competent data protection authority and eventually to the data subjects within the statutory delays, documenting the breach;

8.5 Sub-processing and cross-border transfers

The Client hereby expressly agrees that Bureau Veritas Certification may entrust another processor (hereinafter the "Sub-Processor") with all or part of the operations involved by the Data Processing, and that Bureau Veritas Certification may transfer personal data outside the European Economic Area or countries recognized by the European Commission as providing an adequate level of protection to perform the Services.

In addition, Bureau Veritas Certification undertakes that:

- the Sub-Processor will be bound by equivalent contractual obligations as those set forth in clause Data Protection,
- it has entered into a personal data transfer contract established on the basis of the European Commission standard contractual clauses with the data importer, prior to any international transfer of personal data;
- it will remain fully liable for any breach of this Article (Data Protection) and/or Data Protection Law committed by the Sub-Processor in the framework on the Services
- Client acknowledges and agrees that Bureau Veritas Certification may transfer audit reports to accreditation bodies and/or scheme owners in order to comply with applicable legal or regulatory requirements, such audit reports including personal data of Client's employees, contractors, business partners and/or clients.

9. LIMITATION OF LIABILITY

Generic Terms and Conditions for Certification Services

- 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. TERMINATION**
- 11.1 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.
- 11.2 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:
- 11.2.1 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;
 - 11.2.2 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;
 - 11.2.3 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;
 - 11.2.4 becomes unable to pay its debts as and when they become due;
 - 11.2.5 becomes insolvent or enters receivership (for financial or other reasons) or judicial management, or commences insolvency or business rescue proceedings;
 - 11.2.6 assigns or transfers any right or obligations under the Agreement, other than as authorised under this Agreement;
 - 11.2.7 suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business.
- 11.3 On termination of the Agreement for any reason:
- 11.3.1 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;
 - 11.3.2 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.
- 11.4 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.
- 12. 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.
- 13. ASSIGNMENT**

Generic Terms and Conditions for Certification Services

13.1 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.

13.2 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

14. SEVERANCE

14.1 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.

15. ENTIRE AGREEMENT

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

15.2 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.

16. GOVERNING LAW AND JURISDICTION

16.1 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 Bulgaria, notwithstanding any conflicts of laws rules that could require the application of any other law.

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

Technical Terms and Conditions for Certification Services

1. GENERAL

- 1.1 To achieve and preserve certification, Bureau Veritas Certification's (here below referred as BVC) Clients are required to develop and maintain their management systems in accordance with applicable specifications, allowing unconditional access to BVC to audit or otherwise verify these management systems against the applicable specifications.
- 1.2 The certification awarded by BVC covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client's management systems certified by BVC. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their services and products and shall defend, protect and indemnify BVC from any and all defects, claims or liability arising from said services and products.
- 1.3 The issued certification does not exempt Clients from their legal obligations in respect of the services or products or any other requirement in the scope of their management systems.
- 1.4 BVC shall be authorized to make copies of Client Information, as may be required by the Accreditation Body's retention policy.

2. SERVICES

2.1 DEFINITIONS

- 2.1.1 Capitalized terms not otherwise defined herein shall have the meaning given to such terms by the "Conformity Assessment" vocabulary as stated in the ISO/IEC 17000 standards complemented by IAF or EA mandatory documents if any.

2.2 REQUESTS FOR CERTIFICATION

- 2.2.1 For the purpose of any accredited Services provided under this Agreement, the Contracting entity will be :
- (a) Bureau Veritas Certification Holdings SAS UK Branch, for services under UKAS accreditation.
- (b) Bureau Veritas Certification Holdings SAS for services under ANAB and SAAS accreditation or UNIFE recognition.
- (c) the local Bureau Veritas legal entity for services under their accreditation.
- 2.2.2 The Client will be asked to supply detailed information about the size and scope of its operations that will be subject to the Services.
- 2.2.3 Upon receipt of such information from the Client, BVC shall issue an Application Form.
- 2.2.4 For quality, environmental, and occupational health & safety management systems, BVC will determine the audit duration based on the information submitted by the client and the application of the IAF Mandatory Document 5. The justification of the calculation can be made available to the client upon request.
- 2.2.5 Where a Multi-Site Offer is made, this will be based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to the latest edition of the relevant Accreditation Body rules for each certification schemes. Where any subsequent audit information supplied by the Client is found not to be accurate, BVC reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure compliance with the aforementioned rules.

2.3 THE INITIAL CERTIFICATION PROCESS

The details of the Services to be provided must be agreed between the Client and BVC prior to BVC commencing any such Services.

2.3.1 ADVANCE PLANNING SESSION

- (a) Advance Planning Session is required with the client prior to final determination of audit time in case of extended audit approach and is applicable only when the client's management

system is fully integrated and certification is against two or more sets of audit criteria/standards.

- (b) Planning session will be conducted by BVC prior to or during Stage 1 at first time and afterwards when there are major changes in the organization or the Integrated Management System of the organization. Information and Communication Technologies (ICT) may be used for the planning session
- (c) BVC audit team leader will make final determination of audit time during the planning session and effective structuring of the audit plan according to the Client's processes, Integrated Management System and structure.

2.3.2 STAGE 1 AUDIT

- (a) BVC will undertake a readiness review to determine the preparedness of Stage 2 of the audit (understanding the requirements, collecting information of the scope of the management system, processes and location of the Client, reviewing the allocation of resources for Stage 2, planning for Stage 2, evaluating the internal audit system).

2.3.3 STAGE 2 AUDIT

- (a) BVC will provide an audit programme prior to the commencement of the audit.
- (b) The BVC audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The BVC audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.
- (c) The BVC audit team will prepare and present to the Client's management a Report of the audit, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

2.3.4 CHANGES TO STAGE 1 AND STAGE 2 AUDITS

- (a) If as result of the Stage 1 Audit, BVC determines that the Stage 2 arrangements (i.e. changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement may be amended.
- (b) If, based upon the information gathered during Stage 1 of the audit, BVC decides that the required information were not provided and/or complete, this may result in a major non-conformity at Stage 2 with respect to the effective implementation of the management system.
- (c) When the Stage 1 & 2 Audits are planned back to back, BVC has the right to postpone the Stage 2 Audit at the expenses of the Client if the results of the Stage 1 Audit are not satisfactory to proceed with the Stage 2 Audit.

2.3.5 NONCONFORMITY

- (a) When major non conformity, BVC undertakes a "special follow up visit", which is charged at BVC's current rates.
- (b) All fees to review Client's proposed actions to close non conformities are charged on reimbursable basis for professional time and expenses.

2.3.6 ISSUANCE OF CERTIFICATE OF APPROVAL AND REPORTS

- (a) BVC will issue to the Client Reports and a Certificate of Approval if and when all corrective actions agreed between the Client and the BVC audit team have been completed.
- (b) BVC will not take a positive certification decision until the necessary requirements are fully met
- (c) The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of audit and the scope of the management system.

2.4 CERTIFICATION MAINTENANCE

2.4.1 SURVEILLANCE

- (a) BVC operates a surveillance audit programme to record whether the Client's certification is found to be maintained. The

Technical Terms and Conditions for Certification Services

programme is ongoing and is agreed with the Client in the Agreement.

- (b) Once BVC has agreed the dates, the Client should make all necessary arrangement to maintain the agreed dates. Surveillance audits shall be conducted once a calendar year and the date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the certification decision date.

2.4.2 RE-CERTIFICATION

Every three (3) years BVC will automatically review the Client's certification and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Client and the BVC audit team and completed), BVC will re-issue the Client's certification and the Certificate of Approval. It should be noted that this needs to be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed, certification will be reconfirmed.

2.5 CERTIFICATION CHANGES

The Client is required to inform BVC promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. Change of site, additional sites, change of process, change of ownership, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. BVC will then take the appropriate action, such as conducting a special audit, an unannounced visit and/or changing the certification at the then current rates. Unannounced visits can be conducted as well to investigate complaints received about the Client.

2.6 BVC AND ACCREDITATION MARK

- 2.6.1 The Client shall use the BVC and Accreditation Body marks in accordance with the instructions for use that BVC provides including the requirements related to intellectual property.
- 2.6.2 The use of the certification mark is regulated by BVC through a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. BVC will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.
- 2.6.3 There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. BVC mark and/or Accreditation Body mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.

2.7 ACCREDITATION BODY ACCESS

The Client shall allow the BVC's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the BVC audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right to refuse such a request either by the Accreditation Body, its representatives or BVC. Refusal to accept a witness assessment by the Accreditation Body must be justified and accepted by Bureau Veritas and the Accreditation Body and could result in withdrawal of accredited certification where reasons are not accepted.

2.8 SUSPENSION, WITHDRAWAL CANCELLATION OR RESTORATION OF THE CERTIFICATE OF APPROVAL

- 2.8.1 BVC reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give the Client a three (3) months' written notice or shorter notice as the situation may require depending upon the information

available to BVC. If such aforementioned actions are deemed necessary by BVC, the Client will be fully briefed and will be given every possible opportunity to take corrective action before a final decision is taken on what action BVC should take after the expiration of such notification period.

- 2.8.2 Unannounced visits may also be conducted as a follow up on clients which certification has been suspended.
- 2.8.3 Suspension is lifted and certification is restored upon satisfactory clearance of non-conformities and verification by BVC of the compliance of Client's management system.
- 2.8.4 BVC reserves the right to publish the fact that such action has been taken.

3. CERTIFICATE OF APPROVAL AND REPORTS

- 3.1 The Client must not reproduce the Certificate of Approval or the Reports or make copies thereof without the prior written consent of BVC. Neither the Client nor any third party is entitled to rely on any reproduction or copy of a Certificate of Approval or the Reports for which the prior written consent of BVC has not been obtained.
- 3.2 The Certificate of Approval or the Reports are issued by BVC and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, distributed, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of BVC.
- 3.3 The Certificate of Approval or the Reports are given only in relation to the written instructions, documents, information and samples provided to BVC by the Client prior to the performance of the Services. BVC cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or the Reports to the extent that the Client has given BVC erroneous or incomplete information.
- 3.4 The Certificate of Approval or the Reports will reflect the findings of BVC at the time of performance of the Services only and in respect of the Client Information made available to BVC prior to or during the performance of the Services. BVC shall have no obligation to update the Certificate of Approval or the Reports after issuance, except as otherwise stated in the Agreement or agreed in writing between the Parties.
- 3.5 The Client (not BVC or its Affiliates or their respective representatives) is solely and exclusively responsible for exercising its own, independent judgment with regard to the Certificate of Approval or the Reports, information provided by BVC and for any decision or action undertaken by the Client or any third party on the basis of the Certificate of Approval or the Reports provided by BVC. Neither BVC nor any of its Affiliates or their respective agents, officers, employees, representatives or assigns warrant the quality, outcome, effectiveness or appropriateness of any decision or action taken by the Client on the basis of the Certificate of Approval or the Reports provided under the Agreement.
- 3.6 BVC is under no obligation to refer to or report on any facts or circumstances which are outside the scope of the Services and accepts no liability for not referring to or reporting on such facts or circumstances.

4. APPEALS, DISPUTES AND COMPLAINTS

- 4.1 Should the Client wish to appeal against or dispute any decision of BVC, it should do so in accordance with the BVC appeals procedure, available on BVC website or upon request.
- 4.2 Should a complaint arise about BVC, such complaint shall in the first instance be made to the local BVC office. If the Client does not wish to complain directly to the local BVC office, the complaint shall be sent in writing to the corresponding Accredited Entity or the related Accreditation Body or Scheme Owner.

Additional technical T&C for FSSC Certification Services

1. GENERAL

1.1 BVC (here under referred as BVC) offers certification audits as described in the relevant FSSC Standards current version covering, respectively: Food Safety, Packaging and Packaging Materials, Retail, Catering, Transport and storage, Feed and FSSC-Quality

1.2 To achieve their certificate of approval the client must demonstrate compliance to the standard and the relevant PRP. The client shall make available to FSSC all documents in relation to the audit upon request.

1.3 The certificate of approval awarded by BVC covers only the products and services supplied and manufactured under the control of the client. Other services and products marketed or distributed by the client under their name are considered to be Factored items. These can normally not be considered within the scope of Audit for FSSC Certification.

2. SERVICES DELIVERY

2.1 THE CERTIFICATION PROCESS

(a) All activities covered by the scope shall be audited including seasonal activities.

(b) The client allows BVC to upload the audit report into FSSC database. The client also allows BVC to forward the audit report to the respective accreditation body.

(c) Surveillance audits shall be conducted once a calendar year and at least one of the two annual surveillance audits shall be unannounced. If not all audit objectives are fulfilled during an unannounced audit, an additional audit shall be performed of which the nature shall be determined by the BVC.

(d) For the planning of unannounced audit, the black-out days defined by the client will be respected.

2.2 CLOSING NON-CONFORMITY

The client shall provide to the Lead Auditor:

(a) Minor: the client must provide BVC with objective evidence of an investigation into causative factors, exposed risks and the proposed corrective action plan (CAP) within three (3) months after the audit. Corrective action (CA) shall be implemented by the client within 12 months after the audit.

(b) Major: the client must provide BVC with objective evidence of an investigation into causative factors, exposed risks and the proposed CAP within 14 days after the audit. Corrective action shall be implemented by the client within 14 days after the audit. The major nonconformity shall be closed by BVC within a further 14 days after implementation of the corrective action by the client. The client shall submit objective evidence of implementation to BVC

(c) Critical: When a critical nonconformity is issued at a certified site the certificate shall be immediately suspended for a maximum period of six (6) months. Furthermore, the client must provide BVC with objective evidence of an investigation into causative factors, exposed risks and the proposed CAP within 14 days after the audit.

A follow-up audit shall be conducted by BVC within the six (6) month timeframe to verify the closure of the critical nonconformity. The certificate shall be withdrawn when the critical nonconformity is not effectively solved within the six (6) month timeframe. In case of a certification audit, the full certification audit shall be repeated.

2.3 AUDIT TEAM

2.3.1 The audit team shall be appointed and composed of auditors who between them have the totality of the competences identified for the certification of the client. BVC shall provide the name of and, when requested, make available background information on each member of the audit team, with sufficient time for the client to object to the appointment of any particular auditor or technical expert and to allow BVC time to reconstitute the team in response to any valid objection.

2.3.2 Witnessed audit : The client authorises BVC to bring in additional participants (at no extra cost for the client) to the audit as follow:

- i) A BVC auditor in progress of qualification
 - ii) A BVC personnel supervising the lead auditor as part of usual shadow audit programme
 - iii) An accreditation body auditor supervising the lead auditor as part of usual accreditation programme
 - iv) A FSSC representative supervising the lead auditor as part of FSSC's integrity programme.
- Refusing such arrangements may result in the certificate of Approval being withdrawn and/or legal action being taken.

2.4 CERTIFICATION CHANGES

The client shall report any significant changes that affect the fulfilment of the requirements for the certification to BVC within three working days, related to the following:

- i) any significant changes that affect the compliance with the Scheme requirements and obtain advice of the CB in cases where there is doubt over the significance of a change;
- ii) serious events that impact the FSMS or FSQMS, legality and/or the integrity of the certification which include legal proceedings, prosecutions, situations which pose major threats to food safety, quality or certification integrity as a result of natural or man-made disasters (e.g. war, strike, terrorism, crime, flood, earthquake, malicious computer hacking, etc.);
- iii) public food safety events (such as e.g. public recalls, calamities, food safety outbreaks, etc.);
- iv) changes to organization name, contact address & site details;
- v) changes to organization (e.g. legal, commercial, organizational status or ownership) and management (e.g. key managerial, decision-making or technical staff);
- vi) changes to management system, scope of operations, product categories covered by the certified management system;
- vii) any other change that renders the information on the certificate inaccurate.

The client shall seek the advice of BVC in cases where there is doubt over the significance of a change.

2.5 INCIDENT NOTIFICATION

The customer shall inform BVC about serious events that impact the integrity of the certification and the client's entry in the FSSC 22000 Register of Certified organizations. The client shall report immediately serious events to BVC

Serious events include

- Legal proceedings with respect to product safety or legality,
- Product withdrawal or recall related to food safety or legality,
- Major threats to business continuity such as an earthquake, fire, flood, tsunami, force majeure etc.

BV reserves the right to perform additional visits/ audits in case conditions to maintain certification are no longer met.

2.6 SUSPENSION OF THE CERTIFICATE OF APPROVAL

2.6.1 In case of suspension or reduction of scope, Bureau Veritas will instruct the client to take appropriate steps in order to inform its clients through various forms of communication such as advertising and product labelling where applicable.

2.6.2 The client could be suspended if the audit program is not respected (audit refused).

2.6.3 If the client refuses to participate in the unannounced audit, the Certificate will be suspended immediately, and BVC will withdraw the certificate, if the unannounced audit is not conducted within a six-month timeframe. Moreover, if access is denied to the auditor, the certified organization will be liable for all costs

3. CONFIDENTIALITY

3.1 Client's information shall not be disclosed to a third party, unless the client gives prior consent and is notified in advance, in case of requirements from local law or FSSC.

3.2 The client accepts that FSSC displays information about certification status on FSSC website to or reporting on such facts or circumstances.