Effective Date: 14.09.2022

TERMS AND CONDITIONS OF BUSINESS

United Kingdom Testing and Certification

1) DEFINITIONS

A) In these Terms & Conditions (unless otherwise required);

B) **"The Company"** means United Kingdom Testing & Certification Limited (UKTC), and also (where the context so permits) its assigns and any sub-contractor for the said Company.

E) **"The Customer"** means the person, client, organisation, or company with whom the Contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person, client, organisation, or company.

F) **"Company's Premises"** means the premises mentioned in the Company quotation, agreement or other contractual document in respect of the Services or if not so mentioned means the Company's premises specified as such in the Contract.

G) **"Customer's Premises"** means the premises specified as such in the Contract.

H) **"The Contract"** means the Agreement, these Terms & Conditions of Business, the Company's acknowledgement of the Customer's order for Services and/or similiar and such order and if there shall be any inconsistency between the documents comprising the Contract they shall have precedence in the order herein listed.

I) Words in the singular shall include the plural and vice versa.

J) Reference to any gender shall include the others.

K) References to legal persons shall include natural persons and vice versa.

L) **"Parties"** the parties to the Contract and "Party" means either of them.

C) **"Specimen"** means the products, articles, or items or components thereof and associated items (or any) of them described in the Contract for testing, product certification and/or other Service.

D) **"Service(s)"** means the supply of testing, product certification and/or other services (if any) to be provided to the Customer by the Company pursuant to the Contract.

The **"Terms and Conditions"** of Business including the Certification Services Annex , where appropriate, means the Terms and Conditions of Business applicable to Customers seeking Testing, Product Certification and/or other Services as published by the Company.

2) FORMATION OF CONTRACT

2.1 These terms and conditions **("Terms and Conditions")** together with any quotation, agreement, proposal, estimate or fee quote **("Quotation")** provided by or on behalf of the Company (as defined above) shall apply to all contracts for the supply of testing, product certification and/or other services **("Services")** carried out by **United Kingdom Testing & Certification Limited** (a company registered in Scotland with registered number SC654601) providing the services contemplated therein on behalf of a customer **("Customer").**

2.2 These Terms & Conditions shall be deemed to be incorporated in the Contract and in the case of any inconsistency with any order, letter of form of contract sent by the Customer to the Company or any other communication between the Customer and the Company whatever may be their respective dates, the provision of these Terms & Conditions shall prevail unless expressly

Varied in writing and signed by a Director authorised signatory of the Company. Any concession made or latitude allowed by the Company to the Customer shall not affect the strict rights of the Company under the Contract. If in any particular case any of these Terms & Conditions shall be held to be invalid or shall not apply to the Contract the other Terms & Conditions shall continue in full force and effect. Any phrase introduced by the terms **"including", "include", "in particular"** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.3 All Quotations will be in writing, and unless previously withdrawn, the Company's quotation and tenders shall remain valid for the period stated therein or if no period is stated for thirty (30) days from their date thereof. The Company may withdraw any such Quotation at any time. No Quotation given by the Company shall be an offer to contract with any person and no contract shall come into existence except in accordance with clause 2.4. Costs are based upon the limited information provided by the Customer at the time of Quotation.

2.4 The Customer's purchase order must be in writing and must be accompanied by sufficient information to enable the Company to execute the order to assist in achieving an efficient Service. This will include a purchase order number, reference or authorisation, about each Specimen and/or Service. The Customer's purchase order or the Customer's acceptance of a Quotation constitutes an offer by the Customer to purchase the Services specified in the Quotation upon these Terms and Conditions. Notwithstanding that the Company may have given a detailed Quotation, no order shall be binding on the Company unless it has been accepted in writing by the Company, or (if earlier) by the Company starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms and Conditions will be established (the **"Contract"**).

2.5 It is the Customer's responsibility to check that the Company's written acceptance of the order is correct. Any discrepancy between the Customer's order and the Company's acceptance must be notified to the Company in writing within seven (7) days of the date of such acceptance. In the absence of such notification the Company shall be entitled to supply services in accordance with the acceptance, and the Customer shall be obliged to pay the agreed contract price therefore.

2.6 No acceptance or acknowledgement, even if in writing and signed by the Company, of the Customer's purchase order or any other document pertaining to the Services shall constitute acceptance of any provision of the Customer's purchase order or any other document that conflicts with or adds to these Terms and Conditions unless the Company specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with clause(s) 3.0 and 4.0.

2.7 The delivery to the Company of any item for testing by the Company (a **"Specimen"**) or the delivery of any request by the Customer to the Company for the provision of any similar services shall, upon acceptance of that Specimen or request by the Company, constitute an "offer"

(as referred to in clause 2.4). If the Company begins such testing deemed to have been accepted by the Company and a Contract shall be formed. These Terms and Conditions shall apply to that Contract.

2.8 The Company's obligations to supply Services depends on (Customer obligations):

2.8.1 That the Customer has provided the documents, approvals and releases required and has given full details of relevant specifications;

2.8.2 That an agreement has been reached on all details relating to the order;

2.8.3 That all order amendments requested by the Customer have been formally confirmed by the Company in writing;

2.8.4 That the Company has received any contractually agreed advance payment

2.9 Nothing contained in the foregoing paragraph shall affect the Company's rights accruing from the Customer's failure to fulfil, or delay in fulfilling these primary duties.

3) AMENDMENTS, MODIFICATIONS & ADDITIONS

3.1 These Terms and Conditions may not be varied or waived by either party unless the variation or waiver is in writing and is signed by a duly authorised signatory of the Company. The variation or waiver must set out the condition(s) or sub-condition(s) to be varied or waived and the detail of each such variation or waiver.

3.2 The Company reserves the right to refuse to make any amendments or modifications to an order or contract once it has been accepted. If, in its absolute discretion, the Company agrees to the Customer's request for amendments or modifications after acceptance, the Company may impose additional charges to be notified in writing to the Customer.

3.3 Although additions by the Customer to an order are welcomed, they will be treated as a new order, and should not be regarded by the Customer as necessarily being on the same Terms and Conditions as the main order or contract, unless expressly stated to be so by the Company in writing.

4) ADDITIONAL COSTS

4.1 The Company reserves the right to review and amend any Quotation prices where documentation, specification or other materials relating to the Contract have materially changed since the original Quotation was given or where additional services not envisaged by the Quotation are requested, for example, producing written descriptions of detailed procedures undertaken as part of the Services. For avoidance of all doubt, approval of such additional requests shall remain at the Company's discretion.

4.2 The Company reserves the right to make an additional charge for any extras ordered by the Customer and not specified in the quotation and also for the expense of all inspections, tests alterations or additions or any other work undertaken at the Customer's request. In particular but without prejudice to the generality of the foregoing, the Company may impose a charge for inspecting and/or testing Specimens, Goods and/or Services alleged by the Customer to be defective, or not in compliance with their contractual description, if the Company determines that the Specimens, Goods and/or Services are not defective and/or do comply with their contractual description and/or any defects are not the responsibility of the Company under the terms of the Contract.

4.3 The Customer agrees to pay for any loss or extra cost incurred by the Company through the Customer's instruction or lack of instruction or through failure or delay or through any act or default on the part of the Customer, its servants, agents or employees.

4.4 Where the quoted price does not include carriage the Company shall determine the route and method of carriage and any special requirements of the Customer, which shall be subject to an additional charge.

4.5 The Company may charge the Customer an extra sum for any site visits and abortive or excessive numbers of tenders prepared. Any packaging that may be provided is for delivery purposes only where this is included in the Contract. It is the Customer's responsibility to dispose of all packaging after delivery.

4.6 The Company's quotations, estimates and tenders are invitations to the Customer to make an offer to enter into contract with the Company on the terms set out herein.

4.7 All prices are exclusive of Value Added Tax and this will be charged at the appropriate tax rate.

5) POSTPONEMENT & CANCELLATION

5.1 The Customer may postpone or cancel any order (in whole or in part) at any time. Save as provided in clause(s) 20 and 22 hereof Contracts or orders may not be postponed or cancelled except by agreement in writing of both parties and upon the payments to the Company of such amount:

Order postponed/ cancelled by the customer	**Charge**
Within 28 days of the agreed date of performance of the contract	25% of the fee
Within 14 days of the agreed date of performance of the contract	75% of the fee
Within 7 days of the agreed date of performance of the contract	100% of the fee

TERMS AND CONDITIONS OF BUSINESS

6) PRICING

6.1 Pricing is quoted (and amended occasionally) for the Services and/or Goods agreed to be supplied in the Company's final quotation made in writing to the Customer and/or pursuant to the Contract (Agreement) on the assumption that the information supplied by the Customer is accurate and complete.

6.3 Any Goods and/or Service required or supplier in addition to the Goods/Services will be charged at the Company's rates current at the time of supply.

6.4 The Company reserves the right to adjust the invoice by the amount of any increase of additional costs after the prices are quoted, and the invoice shall be so adjusted payable as if it were the original contract price if:

6.4.1 implementing any request by the Customer, for changes in, schedules, completion dates, quantities, design and specifications.

6.4.2 there are delays caused by the instruction of the Customer and/or by failure of the Customer to give adequate instructions or information to the Company.

6.4.3 costs are increased resulting from the prohibition or other actions of any government.

6.5 The price quoted as payable for the Services is based upon the Services being carried out during the Company's normal working hours (which are 8.00am to 17.00pm Monday to Friday, not overtime. If overtime is required, this will be worked at a rate to be notified.

7) TERMS OF PAYMENT

7.1 Unless otherwise agreed by the Company in writing, and subject always to the credit provision of clause 8 hereof, payment for Services and/or Goods shall be due no later than the date stated on the invoice. Payment shall be made in full, without set off or deduction.

7.2 If the Services and/or Goods are provided or delivered in instalments on discrete occasions, the Company shall be entitled to invoice each instalment as and when provision of Service or delivery thereof has been made or performance thereof has been affected. Payment shall be due in respect of each instalment whereof Service has been provided made or whereof performance has been affected notwithstanding non-delivery of other instalments or other default on the Company's part.

7.3 If upon the Terms applicable to any order the price shall be payable by instalments or if the Customer has agreed to take specified Services or quantities of Goods at specified times a default by the Customer of the payment of any due instalment or the failure to give delivery instructions in respect of any quantity of Goods outstanding shall cause the whole of the balance of the price to become due forthwith and the Company shall be entitled to suspend work and further Services and/or deliveries in respect of such order until payment has been made.

7.4 The price of Services and/or Goods shall be due in full to the Company in accordance with the Terms of the Contract and the Customer shall not be entitled to exercise any set off lien or any other similar right or claim.

7.5 The time of payment shall be in the essence of the Contract.

7.6 In default of payment within the thirty (30) days, the Company may suspend any further services carried out for the Customer; withhold the provision of Reports (as defined in clause 9.0); alter or withdraw credit terms; and amend terms, prices or service levels. The condition is without prejudice to the Company's right to deem the contract repudiated by any fundamental breach of contract by the Customer (which expression shall include any failure to make payment within the payment terms agreed).

7.7 If not paid within the period, then without prejudice to any other right of the Company, reserves the right to charge interest (at the statutory rate on commercial debts then applicable) from the due date until payment in full.

7.8 Furthermore, without prejudice to the above the Company shall be entitled to recover from the Customer all reasonable legal, administrative and other costs and expenses incurred in recovering overdue payments of the price of the Goods and/or Services.

7.9 The Customer undertakes that during the provision of Services and for six (6) months following completion thereof, the Customer shall not:

7.9.1 solicit or entice away (or assist anyone else in soliciting or enticing away) any member of the Company's staff with whom the Customer has had dealings in connection with the Contract and/or provision of the Services during the twelve (12) months immediately prior to the earlier of the date of the Customer's purchase order on the date of the Quotation; or

7.9.2 employ (directly or through a third party) any person as referred to in clause 7.9.1 or engage them in any way to provide services to the Customer.

7.10 This undertaking shall not apply in respect of any member of the Company's staff who without having been previously approached directly or indirectly by the Customer responds to an advertisement placed by the Customer or on the Customer's behalf.

7.11 In the event of a breach of this undertaking, which leads to the departure of any person as referred to in clause 7.9.1, the Customer will pay to the Company, on demand, a sum equivalent to fifty per cent (50%) of the total remuneration package paid by the Company to the individual prior to their departure. The Customer acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to the Company.

8) CREDIT TERMS

8.1 The provision of a credit facility is a matter for the unfettered discretion of the Company, as is the amount of credit extended. Should a credit facility be offered, it is on the condition that it may be reduced or cancelled without prior notice. On withdrawal of a credit facility, all amounts owing there under shall become immediately payable to the Company.

8.2 Credit Terms, where granted, shall apply only so long as the amount outstanding on this or any other contract between the Company and the Customer does not exceed

the Customer's credit limit. Should the credit limit be exceeded, or if it would be exceeded by further services, payment before further services will be required.

8.3 Credit facilities will not be approved for orders of a price less than £5,000 (excluding VAT) except where a current trading account exists. Without prejudice to the Company's rights to refuse or withdraw any credit facility or alter the amount of credit extended without notice, credit shall be extended for thirty (30) days from date of service provision and the time within which the Customer is to pay for the Service shall be of the essence of the Contract.

8.4 If credit repayment is overdue on this or any other Contract between the Company and the Customer, then the Company may refuse to supply any further services and/or goods to the Customer under any Contract that it may have with the Customer, without liability to the Company. The Customer shall be liable for any loss, damage or expense arising out of any withdrawal or reduction of credit or refusal to supply further services and/or goods in accordance with this clause, including any loss damage or expense suffered by the Company thereby.

9.0) SERVICES

9.1 Subject to the remaining clauses of this clause 9.0, the Company warrants that it will complete the Services in a satisfactory and efficient manner, consistent with industry standards. The Customer expressly acknowledges and agrees that the Company gives no warranty that any result or objective can be achieved through the Services and that, where results are based on smaller scale tests and theoretical studies, results may require careful validation in order to be extrapolated to a production scale.

9.2 The Company will use its reasonable endeavours to complete Services and provide written information, results, technical reports, test or inspection records, drawings, recommendations, advice or similar in respect of the Services **("the Report")** thereon to the Customer by any date reasonably requested in writing by the Customer, but the Company shall not be liable to the Customer for:

(i) any delay in the performance of any obligation under the Contract; or

(ii) damages suffered by the Customer by reason of such delay

9.3 The Company's obligation to complete Services under the Contract shall be subject to any obligation it may have to comply with any law or other regulation binding on it which may be in force from time to time.

9.4 No employee, agent or other person is authorised to give any warranty or make any representation on behalf of the Company in relation to the Contract, or to assume for the Company any other liability in connection with the Services, unless such warranty, representation or assumption of liability is given to the Customer in accordance with clause 3.1.

9.5 The Customer represents and warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently.

9.6 Reports are issued on the basis of information known to the Company at the time the Services are carried out. Although the Company will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Customer, its employees and on the information submitted to the Company. All Reports are prepared on the basis that:

9.6.1 there is no responsibility to any person or body other than the Customer;

9.6.2 they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;

9.6.3 the Report is determined solely by the professional analysis undertaken by the Company's employees on each individual Contract and any forecasts by the Company of the results is an estimate only;

9.6.4 it is the customers responsibility to inform the laboratory during review of the contract if a statement of conformity is required, as statements of conformity shall not be made or implied as part of the test report.

9.6.5 the Company is entitled to be paid for the provision of Services irrespective of the results or conclusions reached in the Report;

9.6.6 the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the Specimen was taken; and

9.6.7 the results are final and approved by the Company. The Company shall be under no liability where the Customer has acted on preliminary, unapproved results or advice.

10) USE OF REPORTS

10.1 The Reports constitute confidential information that is to be protected and shall be solely used to:

10.1.1 assist the Customer in completing its internal requirements and the Company in performing Services for the Customer;

10.1.2 comply with the Customer's customer and other third-party requirements for the delivery and use of the data recited in the Reports;

10.1.3 present or respond on a claim in a court of law (provided that, where this is the purpose for which the Report is instructed, this has been agreed with the Company in advance of the Report being instructed); or **10.1.4** present or respond as required by law or any regulatory body.

10.2 The Customer hereby undertakes that they shall not:

except as set out in sub-clause 10.1,

10.2.1 disclose a Report (or information contained within a Report) to any third party without the prior written consent of the Company;

10.2.2 replicate or present a Report except in full as delivered by the Company without the prior written consent of the Company; or

10.2.3 use a Report, or any portion thereof, in any manner that might reflect unfavourably upon the Company, or which might be, or might include statements, interpretations or comments that could be misleading or false.

11) CUSTOMER PROPERTY

11.1 The Customer shall supply as much information as possible, including a purchase order number, reference or authorisation, about each Specimen and/or Service requirement in order to assist in achieving an efficient service. If a Customer provides the Company with detailed instructions in writing as to the treatment and handling of particular items of its property, the Company will use all reasonable endeavours to comply with such instructions.

11.2 The Customer shall inform the Company in writing prior to the Company carrying out any Service on a Customer Specimen that is of an unstable or dangerous nature, as well as notify the Company of any potential or actual health & safety hazards relating to the Specimen and arising from the Company's performance of the Services . The Customer shall also provide instruction on the safe handling of the Specimen and shall accept full responsibility for appropriate safety labelling pertaining to the Specimen and any equipment provided to the Company.

11.3 The Customer acknowledges and expressly agrees that, subject to sub-clause 11.4 where the Contract specifies that the Services include non-destructive testing of the Specimen, the performance of the Services may damage or destroy any and all Specimens and any other materials or property delivered by Customers to the Company in relation to the Contract. Under no circumstances will the Company be responsible for any additional costs or damages, including consequential damages and indirect losses or costs, resulting from destruction or loss of the Customer's property.

11.4 When testing, analysis or other services are carried out, the Company shall not be liable in respect of any losses or costs resulting from damage to or destruction of any property belonging to the Customer unless the Customer notifies the Company in writing prior to delivery to the Company and the property itself delivered to the Company is clearly marked "Do not Destroy or Damage". If such notice is given and the Customer's property is so marked, the Company's liability for damage to or the destruction of the Customer's property is limited to the lesser of:

11.4.1 the value of the Customer's property; or

11.4.2 the cost of the Services performed on the damaged property pursuant to the Contract.

12) DELIVERY

12.1 The Company will at the Customer's reasonable written request, deliver the Customer's property (other than which is destroyed as part of the Services) back to the Customer after performing Services relating to that property. The Company may use any method of delivery that it reasonably decides and will do as the agent of the Customer and will not have liability in respect of any such item so delivered. The Company may at its discretion instruct any person delivering such property to the Customer to invoice that Customer directly in respect of that delivery and the Customer shall make any and all claims for property damaged in transit directly and solely against such delivery company or other person.

12.2 Unless specifically instructed to the contrary in writing by the Customer, the Company reserves the right to properly dispose of Customer's property after one (1) month from completion of the Services. The Company reserves the right to invoice the Customer for any disposal costs. Where the property of the Customer is, in the sole opinion of the Company too bulky or unstable to allow storage time of less than one (1) month, it will be at the absolute discretion of the Company as to the length of time such property is kept before being destroyed.

13) TITLE AND RISK

Title to the Customer's property which is delivered to the Company and all risk of loss or damage to such property (except for loss or damage caused by the Company and for which and to the extent that the Company accepts liability under these Terms and Conditions) shall remain with the Customer at all times. The Customer shall be responsible for effecting and maintaining their own insurance cover in relation thereto, against loss or damage by accident, fire, theft and other risks usually covered by insurance in an amount at least equal to the balance of the price, it being hereby acknowledged by the Customer that the charges of the Company do not include insurance. The Company may retain all property delivered to it until all sums due and owing to the Company by the Customer have been paid.

14) LIMITATION OF LIABILITY

14.1 This clause fourteen (14) sets out the entire financial liability of the Company, its employees, agents and sub-contractors to the Customer in respect of any breach of Contract, any use made of Specimens or any part of them on which the Services are carried out and any representation, statement or tortious act or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract.

14.2 Other than expressly set out herein and as specifically warranted in writing to the Customer by an officer or duly authorised signatory of the Company in accordance with sub-clause 3.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Subject to the remaining sub-clauses of this clause fourteen (14), the Company shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:

14.3.1 Loss of profits; loss of business; loss of revenue; loss of markets; loss or damage incurred as a result of a third party claim; depletion of goodwill and/or similar losses; loss of goods; loss of contract; loss of anticipated savings; loss of use; loss or corruption of data or information; ex gratia payments; or

14.3.2 any special, indirect or consequential loss, costs, penalties or expenses, charges, damages, fines; or pure economic loss.

14.4 Subject to clauses 14.3 and 14.8, the company's total liability to the Customer in Contract, tort (including claims for negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances not exceed the greater of

(i) the price of the Services and/or Specimen(s) or

(ii) £5,000.00 (five thousand pounds) or

(iii) the consideration for the Services payable each year under the Contract that are subject to the claim.

14.5 Save in the case of fraud or fraudulent concealment by the Company, the Company shall be under no liability in respect of any claim under the Contract and any such claim will be wholly barred and unenforceable unless:

14.5.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one (1) year after the completion of the Services to which the claim relates; and

14.5.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or to which the Customer's claim otherwise relates.

14.6 Any terms, conditions or warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the performance of the Services or as to the quality of Goods or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to the Company or as to the correspondence of the Goods with any description or specimen) are hereby expressly negated.

14.7 The Customer hereby acknowledges that the above provisions of this clause fourteen (14) are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.

14.9 Nothing in these Terms and Conditions limits or excludes the liability of the Company for:

14.9.1 death or personal injury resulting from negligence;

14.9.2 liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or

14.9.3 any other matter which may not be limited or excluded by law.

14.10 This clause fourteen (14) shall survive termination of the Contract.

15) INDEMNITY

15.1 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of:

1**5.1.1** breach of any law by the Customer in connection with the performance of the Services;

15.1.2 any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such a claim is solely or partly attributable to the fault or negligence of the Company) to the extent such claim is in excess paid for the Services under the Contract that are subject to the claim; or

15.1.3 any claims arising as a result of any misuse or unauthorised use of any Reports and/or Product Certificates issued by the Company or any Intellectual Property Rights belonging to the Company (including trademarks, infringement or alleged infringement of patents, copyright, design right or other intellectual property right occasioned by the performance) pursuant to this Contract.

Notwithstanding any other provision of these Terms and Conditions, the Customer's liability under this indemnity shall be unlimited.

15.1.4 losses to which the Company may become liable as a result of a claim that the use of any data, equipment or other materials supplied by the Customer for the performance of the Services involves the infringement of any Intellectual Property Rights of any third party.

15.1.5 This clause fifteen (15) shall survive termination of the Contract.

16) INTELLECTUAL PROPERTY

16.1 In this clause fifteen (16), the following definitions apply;

Intellectual Property Rights: all patents, copyright and related rights, trademarks, service marks, rights to inventions, utility models, trade, 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 computer software, rights in designs, database rights, topography rights, moral rights, rights in confidential information (including knowhow and trade secrets) and any other intellectual property rights (now existing or hereafter created), in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

16.2 All Intellectual Property Rights (including copyright in records, scientific documentary, primary data or electronic means of handling data) produced during any Service shall belong to and remain the property of the Company unless otherwise expressly agreed as part of the Contract.

16.3 Ownership and copyright in the Report shall remain with the Company. Upon the Customer discharging all their obligations under the Contract, including payment, the Customer will obtain an irrevocable, royalty-free, non-exclusive licence to use the Report (including the right to sub-license), subject to the terms of sub-clause 16.2 and this sub-clause 16.3.

16.4 All Intellectual Property Rights in all trade mark(s), service mark(s), certification mark(s) and other names and logos owned by the Company shall remain the property of the Company and cannot be sold or licenced by the Customer.

16.5 Except for the rights to set forth in clause ten (10), this Contract does not grant and shall not be construed as granting, any rights to either party to any name or mark of the other party. Neither party is granted any right to the other party's name in connection with any publication and may not give any press release or make any other public announcement regarding this Contract, the Services or any transaction between the parties without the express prior written consent of the other party.

17) BUILDING REGULATIONS

It will be the Customer's sole responsibility to ensure that any Services or Goods ordered comply with the building regulations and any other relevant legal provisions or statutory instruments in force from time to time, and the Customer shall indemnify and hold the Company harmless and indemnified against any liability or adverse consequence of whatsoever nature as the Company may, at any time hereafter have to suffer or sustain as a result or in consequence of the Customer's failure to accurately comply.

18) DISPUTES AND SET-OFF

18.1 Any liability upon the Company is subject to the Terms of Payment and all other obligations upon the Customer being strictly observed.

18.2 The Customer shall not be entitled to withhold payment of any amount payable to the Company under the

Contract or any other Contract because of any claim of the Customer in respect of any alleged breach of the Contract or any other Contract.

19) COMPANY PREMISES

19.1 The Company's premises (the "Premises") are a designated security area and:

19.1.1 the Company reserves the right to refuse admission to the premises.

19.1.2 unless otherwise agreed in advance by the Company, one visitor per Customer may be admitted on request to witness the Services carried out for that Customer; and

19.1.3 visitors to the Premises shall conform to the Company's regulations and procedures.

19.2 Where any aspect of the Service is undertaken on premises not occupied by the Company or under its direct control, the Customer must ensure that all necessary safety measures are in place to comply with all applicable health & safety regulations, and save as otherwise agreed in writing between the parties.

20) TERMINATION AND SUSPENSION

20.1 The Company shall be entitled without prejudice to its other rights and remedies to:

20.2 Terminate wholly or in part any or every contract between the Company and the Customer.

20.3 Suspend any further Services under any or every such Contract

20.4 Demand repayment for undelivered Services or Goods, in any of the following events:

20.4.1 if any sum owing to the Company under the Contract or any other Contract is unpaid after the due date;

20.4.2 if the Customer refuses to take delivery of any Services or Goods in breach of Contract;

20.4.3 if the Customer fails to provide security for credit required by the Contract;

20.4.4 if the Company has bona fide doubts as to the Customer's solvency or credit worthiness;

20.4.5 if the Customer is in breach of any Term of the Contract or has committed a breach of any other Contract between the Customer and the Company.

20.5 On termination of the Contract for any reason, the Customer shall immediately pay to the Company all indebtedness to the Company with applicable interest.

20.6 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

20.7 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

21) DEFAULT OR INSOVENCY OF BUYER

If the Customer shall be in breach of any of its obligations under the Contract or if any distress or execution shall be levied on the Customer's property or assets or if the Customer shall make or offer to make any arrangement or composition with their creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against them or (if the Customer is a company) if any resolution or petition to wind up such company shall be passed or presented or if a receiver, administrative receiver or administrator of the whole of any part of such company's undertaking property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every contract between the Company and the Customer or may (without prejudice to the Company's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend further Services until any defaults by the Customer be remedied.

22) LEGAL AND OTHER PROCEEDINGS

22.1 In the event that the Customer requires the Company to present the results or findings of Services carried out by the Company in witness statements, court hearings or other legal proceedings, the Customer shall pay to the Company such costs and fees for such presentations and the preparation thereof as the Company may charge to customers generally from time to time for such services and the Customer shall be liable for such costs in addition to monies paid under the Contract.

22.2 In the event that the Company is required by a party other than the Customer to present the results or findings of Services carried out by the Company to the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising form any services which the Company is required to do as a result, including the preparation of any witness statement and the

preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer has paid all outstanding monies under the Contract and whether or not the Company has closed the Customer's file in respect of the matter.

22.3 If any aspect or element of the Services (including any Specimen) is, or is likely to be, the subject of or relevant to legal proceedings, this fact must be notified to the Company in writing before Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.

22.4 This clause twenty two (22) shall survive termination of the Contract.

23) SUB-CONTRACTING

23.1 Unless otherwise restricted by the terms of the Contract and/or obligations under accreditation or governing approval, the Company shall be entitled, in its absolute discretion, to sub-contract the whole or any part of the Service thereof to any person.

23.2 The Company may assign, delegate, license or hold on trust, all or any part of its rights or obligations under the Contract.

23.3 The Contract is personal to the Customer which may not assign, delegate or license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

24) FORCE MAJEURE

The Parties shall not be liable to perform any obligation under the Contract if inability to perform is caused directly or indirectly through any circumstances beyond the party's reasonable control. This includes, but is not limited to, strikes, lock outs, sanctions, lockdowns or other government restrictions, accident, war, fire, pandemic, reduction in or unavailability of power at the Company Premises, breakdown of plant or machinery or shortage or unavailability of materials or services from normal sources of supply or the existence of any circumstances making performance commercially impracticable.

25) CONFIDENTIALITY

For the purposes of this clause twenty five (25), **"Confidential Information"** shall mean all information which a party may have or acquire before or after the date of the Contract which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party's relationship with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential.

25.1 Each party shall keep all Confidential Information of the other party in the strictest confidence. Save for the purposes of fulfilling its obligations under the Contract, the Parties shall not, without the prior written consent of the other, disclose, divulge or grant access to the Confidential Information which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information. Notwithstanding clause 25.1, These restrictions shall not apply to:

25.1.1 Confidential communications between the Parties and their respective professional advisers:

25.1.2 it is required to do so by any governmental, local government or regulatory authority, any accreditation body or by law (but then only to the extent it is strictly required to do so);

25.2.2 it is strictly necessary for the purpose only of obtaining professional advice in relation to the Contract;

25.2.3 it was already known or information which, after the date of the Contract is information which subsequently becomes public knowledge other than by breach of the Party concerned or which is obtained by the Party from a source independent of the other;

25.2 The obligations of the parties under this clause twenty five (25) shall continue to apply without limit of time.

26) ENTIRE AGREEMENT

26.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

26.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent mis-statement based on any statement in the Contract.

27) REPRESENTATION

No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the Company's agents or employees shall be construed to enlarge, vary or override in any way any of these Terms & Conditions.

28) SEVERABILITY

If any provision or remedy herein provided for be invalid or unenforceable or unlawful under any applicable law in whole or in part, it shall be deemed to be amended in so far as it is possible to do so in order to make it enforceable whilst retaining its purpose or severed from the Contract if it is not possible to do so and the remaining provisions of the Terms and Conditions, including any default remedies, shall be given effect in accordance with the intent hereof. In the Company's sole discretion, it may terminate the Contract by not less than seven (7) days' written notice to the Customer in the event that it considers that such a deletion will have a materially adverse effect on its rights under the Contract.

29) NO PARTNERSHIP OR AGENCY

29.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture

between any of the parties, constitute any party, the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30) THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract., save for the officers, employees or agents of UKTC.

31) DATA PROTECTION

For the purposes of this clause thirty one (31), **"Data Protection Laws"** shall include the Data Protection Act 2018 and the General Data Protection Regulations (GDPR)

25.05.18 and in each case as amended, replaced or superseded from time to time and/or any other applicable data protection legislation in force.

31.1 Within this clause thirty one (31), **"Process, Processed, Processing", "Data Processor", "Data Controller", "Data Subject", "Personal Data" and "Personal Data Breach"** shall have the same meaning as in the Data Protection Laws.

31.2 The Customer agrees not to provide or otherwise make available Personal Data to the Company, other than business contact information (for example, business, telephone number, job title, and e-mail address), unless otherwise required for the provision of Services, in which case such additional Personal Data shall be specifically identified in advance by the Customer and agreed to in writing by the Company.

31.3 Where Personal Data is Processed by a party under or in connection with the Contract that party, as Data Processor, shall:

31.3.1 not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than as required to meet the other party's (as Data Controller) lawful, documented and reasonable instructions (which shall unless otherwise agreed be to process Personal Data as necessary to provide the Services pursuant to the Contract), unless required by a law to which the Data Processor is subject, provided that in such a case, the Data Processor shall inform the Data Controller of that requirement before Processing, unless that law prohibits such information on important grounds of public interest. In particular, the Data Controller instructs the Data Processor to transfer data outside of the European Economic Area subject to the Data Processor complying with the relevant requirements of the GDPR;

31.3.2 Upon becoming aware of a Personal Data Breach:

(i) notify the Data Controller without undue delay; and (ii) provide reasonable co-operation (at the expense of the Data Controller) to the Data Controller in connection with the Personal Data Breach;

31.3.3 upon receiving any request, complaint or communication relating to the Data Controller's obligations under Data Protection Laws:

(I) notify the Data Controller as soon as reasonably practicable;

(II) assist the Data Controller by implementing

appropriate technical and organisational measures to enable the Data Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws in respect of Personal Data processed by the Data Processor under this Contract or comply with any assessment, enquiry, notice or investigation under any Data Protection Laws, provided in each case that the Data Controller shall reimburse the Data Processor in full for all expenses reasonably incurred by the Data Processor performing its obligations under this sub-clause 31.3.3.

31.3.4 ensure at all times it has in place appropriate technical and organisational measures as required by GDPR;

31.3.5 ensure that its employees who may have access to the Personal Data are subject to appropriate confidentiality obligations;

31.3.6 implement appropriate organisational and technical measures to assist the Data Controller in meeting its obligations under GDPR taking into account the nature of processing and the information available to the Data Processor;

31.3.7 not authorise any sub-contractor to process the Personal Data **("sub-processor")** other than with the prior written consent of the Data Controller, it being acknowledged that the Data Controller consents to the appointment of sub-processors who may occasionally be engaged by the Data Processor and the sub-processor which are no less protective than those set out of this clause thirty one (31), provided that the Data Processor notifies the Data Controller of the identity of such sub-processors and any change to them; and

31.3.8 cease processing the Personal Data within ninety (90) days upon the termination or expiry of this Contract or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Data Controller's option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent that the Data Processor is required to retain the Personal Data due to a legal or regulatory requirement, or by a requirement of an accreditation body.

31.4 The Data Processor shall make available to the Data Controller such further information and (as applicable) allow for and contribute to any audit or review exercise, conducted by the Data Controller or an auditor mandated by the Data Controller to provide assurance that the Data Processor is in compliance with the obligations set out in this clause thirty one (31), provided always that this requirement shall not oblige the Data Processor to provide or permit access to information concerning:

(i) the Data Processors internal pricing information;

(ii) information relating to other clients of the Data Processor;

(iii) any Data Processor non-public external reports; or

(iv) any internal audits prepared by the Data Processor's internal audit or compliance functions. The Data Processor must immediately inform the Data Controller if, in their opinion an instruction provided by the Data Controller pursuant to this Contract infringes the GDPR or other data protection provisions.

32) ANTI BRIBERY AND CORRUPTION

32.1 The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 **("Anti-Corruption Laws")** and that it shall not do, or omit to do, any act that will lead the Company being in breach of any of the Anti-Corruption Laws. The Customer shall:

32.1.1 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract;

32.1.2 promptly notify the Company (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract).

33) NOTICE

33.1 Any written notification from the Customer required hereunder must be sent by first class registered delivery mail or e-mail addressed to the Company at the Company's premises or such other address as may be notified to the Customer in writing from time to time. In the case of the Customer, it will be the address on the front of the Contract unless otherwise notified. In the absence of evidence of earlier receipt, all notices shall be deemed to have been served:-

(i) if posted by first class registered delivery inland post two business days after the envelope containing it was posted;

(ii) if sent (with relevant fees prepaid) by a generally recognised international courier service, two business days after the envelope containing it was delivered to the relevant international courier;

(iii) if sent by e-mail to the Customer address, on completion of transmission.

34) WAIVER OF COMPLIANCE

Waiver by either party hereto of a breach by the other party of any of the provisions of these Terms and Conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

35) HEADINGS

The headings in these Terms & Conditions are intended for reference only and shall not affect their construction.

36) COMPLAINTS AND APPEALS

If the Customer wishes to complain about decisions of the Company it shall do so in accordance with the Company's complaints and appeals process which may change from time to time and are publicly available on the website and can be provided on request.

37) NO WAIVER

No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy.

38) LAW AND JURISDICTION

The Contract shall in all respects be governed by Scottish Law and shall be deemed to have been made in Scotland and the Customer and the Company agree to submit to the non-exclusive jurisdiction of the Scottish Courts to settle any disputes and to entertain any suit, action, or proceedings (a) arising out of or in connection with the Contract or (b) relating to any non-contractual obligations arising from or in connection with the Contract.

TERMS AND CONDITIONS OF BUSINESS - ANNEX

CERTIFICATION SERVICES ANNEX

A1) GENERAL

Where the Company is providing certification Services, the terms of this Annex shall apply. In the event of a conflict between the Terms and Conditions and this Annex, the terms of this Annex shall apply.

A2) DEFINITIONS

Capitalised terms used in this Annex shall have the meaning ascribed to them in the Terms and Conditions, unless otherwise provided in this Annex. The following terms shall have the following meanings in this Annex:

A) **"Standard"** means a document which contains details of specified requirements and methodologies for testing and /or inspection and/or certification against which the System, product, installation or person is assessed.

B) **"System"** means the organisational structure, responsibilities, activities, resources and events that together provide organised procedures and methods of implementation to ensure the capability of the Customer to meet a particular Standard.

A3) PROVISION OF SERVICES

3.1 The Company shall not be obliged to enter into or maintain any commercial or other relationship with any entity or issue or maintain a certificate previously issued to any entity whose activities conflict with the obligations of the Company as specified in its accreditation agreement with any accreditation body, or which, in the sole opinion of the Company, reflect badly on the good name of the Company.

3.2 The Services shall be carried out in accordance with procedures designed to ensure that any initial assessment, surveillance or recertification audit is in compliance with the requirements of the Standard. The Company reserves the right at its sole discretion to modify, amend or in any way alter the conduct and procedure of any activity, including any audit visits, if the Company deems this necessary in order to satisfy the requirements of the Standard, which may change occasionally.

A4) PRICE AND PAYMENT

4.1 Pricing is quoted (and amended occasionally) for the Services agreed to be supplied pursuant to the Contract (Agreement) on the assumption that the information supplied by the Customer is accurate and complete.

4.2 Pricing includes the cost of audit services and the use, where agreed, of the accreditation body logo.

4.3 Expenses and disbursements may be charged separately in accordance with the quoted terms.

4.4 Any Goods and/or Service required or supplier in addition to the Goods/Services will be charged at the Company's rates current at the time of supply.

4.5 In the event that any payment is not made when due, the Company reserves the right to charge interest (at the statutory rate on commercial debts then applicable) from the due date until payment in full, and/or suspend the provision of all Services and/or terminate the Contract (Agreement) (including suspension or withdrawal of the Certification), without prejudice to the Company's other rights and remedies.

4.6 All fees and expenses quoted are exclusive of all taxes including, but not limited to, value added or sales tax, which will be charged at the current rate of the country in which the services are supplied.

4.7 If the Customer postpones all or part of the Services with less than thirty (30) working days' notice from the start date that was mutually agreed following acceptance by the Customer of the Quotation, the Company reserves the right to either charge a fee amounting to the greater of:

(i) 25% of the price agreed; or

(ii) the applicable day rate for a relevant employee: or

4.8 where the costs and resources cannot be defrayed, charge all or part of the price agreed as appropriate.

4.9 Should the Customer wish to cancel the Services, and without prejudice to the Company's other rights and remedies hereby reserved, the Company shall charge and be entitled to recover either:

(i) a fee amounting to 50% of the price agreed in question; or

(ii) where the costs and resources cannot be defrayed, all or part of the price agreed as appropriate plus the cost of any work performed up to the receipt by the Company of the notice of the cancellation, calculated in accordance with the applicable day rate for a relevant employee.

A5) OBLIGATIONS OF CUSTOMER

5.1 Where the Company is to provide certification Services to the Customer, the Customer shall:

5.1.1 always comply and conform with and fulfil the provisions and requirements of the applicable Standard, including implementing appropriate changes when they are communicated by the Company and within the minimum period specified by the Company;

5.1.2 ensure that if a certification applies to ongoing production, the certified product continues to fulfil the requirements of the Standard;

5.1.3 make claims regarding certification consistent with the scope of the certification;

5.1.4 comply with the requirements of the Company or as specified by the Standard in referring to its certification in communication media such as documents, marketing and advertising brochures, the internet or other documents.

5.1.5 comply with any requirements that may be prescribed by the Standard relating to the use of marks of conformity, and on information related to the certified product;

5.1.6 not use its certification in such a manner as to bring the Company into disrepute and not make any statement regarding its certification that the Company may consider misleading or unauthorised, nor use or permit to be used the certificate in a misleading manner;

5.1.7 keep a record of all complaints made known to it relating to compliance with certification and make these records available to the Company when requested, and take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with certification, and document the actions taken;

5.1.8 not imply that the certificate applies to activities and sites that are outside the scope of certification, nor allow

reference to its certification to be used in such a way as to imply that the Company certifies a product (including service) or process which has not been certified;

5.1.9 not use its certification in such a manner that would bring the certification system into disrepute and lose public trust;

5.1.10 only provide copies of certification documents to others if such documents have been reproduced in their entirety, or as specified in the applicable Standard;

5.1.11 comply with all agreements and arrangements between the Customer and the applicable Standard setting body (if applicable) and all applicable Standard setting body requirements;

5.1.12 inform the Company, without delay, of matters that may affect the Customer's capability to comply with the applicable Standard or the capability of the System to continue to fulfil the requirements of the applicable Standard. These include, for example but without limitation, changes relating to:

(i) the legal, commercial, organisational status or ownership of the Customer;

(ii) organisation and management (e.g. key managerial, decision making or technical staff);

(iii) contact address and sites;

(iv) scope of operations under the System; or

(v) major changes to the System and processes and the Customer agrees to pay any applicable additional fees and expenses deemed necessary for the Company to assess the impact and maintain confidence in the System;

5.1.13 ensure that its System complies with the current versions of the Standard(s) against which it is certified. Current versions of the rules, regulations and Standards can be obtained from the respective websites of the standard setting bodies, or from the Company or from the Standards issuing authority;

5.1.14 comply with any conditions set by the Company for the issue of a Report and recognise that the Company has clear and explicit rights to revise the requirements of certification within the period of validity of the certificate;

5.1.15 acknowledge that initial certification will only be granted once all non-compliances have been actioned in accordance with the applicable Standard;

5.1.16 acknowledge that on-going certification is reliant on continued compliance with the Standards, rules and regulations of the relevant Standard setting body, which may change occasionally, including the requirements to address any non-conformances to the satisfaction of the

Company in the specified time periods;

5.1.17 declare to the Company any activity which may create a conflict of interest in relation to its certified System; and

5.1.18 inform the Company without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

5.2 The Customer represents and warrants to the Company that, in the event of the issuance of a certificate, to inform the Company in writing immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification.

5.3 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all Losses which the Company may suffer or incur arising out of or as a result of:

5.3.1 any defects in the Customer's products, services or System; and

5.3.2 the use or misuse by the Customer of any certificate, licence, logo, service mark or trade-mark provided by the Company in accordance with these Conditions. Notwithstanding any other provision of these Conditions, the Customer's liability under this indemnity shall be unlimited.

5.4 The Customer acknowledges the authority of the accreditation body and agrees to assist the Company and accede to any reasonable request made by the accreditation body in relation to the certification e.g. witness audits.

5.5 Where the Customer's product is the subject of its certification, the Customer shall inform the Company in writing of any product recall under the scope of the certificate within three (3) working days.

A6). SUSPENSION OR WITHDRAWAL OF CERTIFICATION

6.1 The Company shall be entitled to suspend or withdraw part or all of a certification on seven (7) days' written notice (or within such timescales as the Company may reasonably specify, including with immediate effect in the case of urgent need) when, in the reasonable opinion of the Company:

6.1.1 the Customer's acts, omissions or conduct bring or may bring the Company, the accreditation body, the Standard setting body, or a Standard into disrepute;

6.1.2 the Customer represents, promotes or advertises any products or Systems which are outside the scope of its certificate as certified by the Company;

6.1.3 the Customer makes fraudulent misrepresentation or provides the Company with any inaccurate or misleading information, which is not corrected within three (3) working days or immediately on being notified by the Company;

6.1.4 the Customer is in breach of or is not subject to the requisite ancillary licence agreements, including any attributable to the accreditation body;

6.1.5 the Customer fails to maintain or demonstrate an effective System such that the confidence in the certificate is adversely affected; or

6.1.6 the Customer has persistently or seriously failed to meet certification requirements for a particular part or parts of a relevant Standard.

6.2 Where permitted by the relevant Standard, the Company will afford the Customer a reasonable opportunity to take corrective action before the suspension or withdrawal takes effect. In the event of suspension or withdrawal of all or part of a certificate, the Company reserves the right to make public the fact that such action has been taken.

6.3 In the event the Company is unable to supply certification or is no longer able to continue to supply certification accredited by the relevant accreditation body or

otherwise withdraws from supplying certification, the Company will notify the Customer within thirty (30) days and the certificates will be suspended ipso facto within six (6) months after the date of withdrawal.

6.4 In the event that the Company suspends or withdraws a certificate, the Customer (including the Customer's group companies) shall:

6.4.1 immediately refrain from any claims or representations (oral or written, express or implied) that products comply with the requirements of the certificate, the Company or the Standard setting body;

6.4.2 immediately refrain from further promotion of the certificate or use of any references to the certificate, including discontinuing use of all advertising matter that contains a reference to certification;

6.4.3 immediately at its own expense remove all service mark(s), trademark(s), certification mark(s) and other names and logos belonging to the Company, the accreditation body and the Standard setting body from its products, information, website, documents, advertising or marketing or any other materials;

6.4.4 immediately cease to sell any products bearing any service mark(s), trademark(s), certification mark(s) and other names and logos belonging to the Company, the accreditation body and the Standard setting body;

6.4.5 immediately cease and desist from using all service mark(s),), trademark(s), certification mark(s) and other names and logos belonging to the Company, the accreditation body and the Standard setting body;

6.4.6 amend all advertising matter if part of a certificate has been suspended or withdrawn;

6.4.7 make the suspended status of the certification publicly accessible;

6.4.8 notify the Standard setting body;

6.4.9 take any other measure required by the Company or prescribed by a Standard.

6.5 Where a Customer's certification has been suspended or withdrawn, and where a product has been supplied with a claim that it complies with a Standard(s) by the Customer to a customer/purchaser, the Customer shall:

6.5.1 immediately identify all relevant customers/purchasers who are in receipt of, or have ordered, such product, and notify each of such customers/purchasers of the suspension or withdrawal (as the case may be) in writing within three (3)

working days (or within such timescales as a Standard may

specify) of the suspension or withdrawal, and maintain records of such notification; and

6.5.2 provide such co-operation and information as may be required by the Company or the accreditation body to enable the Company or the accreditation body to verify and confirm that the Customer is in compliance with all its obligations to the Company and the accreditation body.

6.6 In the event that the Company withdraws a certificate, the Customer (including the Customer's group companies) shall promptly return the original and all copies of the certificate to the Company or destroy the original and commit to destroy any electronic copies and hard copies in its possession or control.

A7). CONFIDENTIALITY

7.1 The obligations of the parties under this paragraph A7 of this Annex shall apply in addition to Condition 25.

7.2 The Customer agrees that information relating to its certification and scope of certification can be made publicly available by the Company and the Standard setting body.

7.3 The Company shall inform the Customer, in advance, of any other information it intends to place in the public domain. All other information, except for information that is made publicly accessible by the Customer, shall be considered confidential.

7.4 Where prescribed by a Standard setting body:

7.4.1 the Customer shall be required to promptly provide to the Company and the Standard setting body and their respective authorised agents all such information, documentation, books and records deemed necessary by the Company or Standard setting body; and

7.4.2 the Customer agrees that the Company and/or the Standard setting body shall have the right to use and process any information relating to the Customer or otherwise provided by or through the Customer including, but not limited to, any supply base report; the Company public summary reports; data required by the Standard setting body for calculations and regulatory reporting; any data required by the Standard setting body to be supplied to the Customer's purchaser/customer with each batch of product supplied or sold.

A8). TERMINATION

8.1 Either party may terminate the Contract by giving three (3) months' written notice to the other and the Contract shall terminate upon expiry of said three (3) month period.

8.2 In the event of the Contract being terminated (except in the case of material breach by the Company), the Certificate issued pursuant hereto shall immediately become invalid and the Customer shall cease to be entitled to use the same or any logo or mark of the Company and its accreditation bodies and shall destroy all electronic or hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s), trade mark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect. The Customer shall confirm in writing that these obligations have been met and shall provide full co-operation to enable the Company and its accreditation bodies to carry out any verification activities necessary.

A9). HEALTH & SAFETY

The Customer shall ensure that UKTC employees and agents, when attending the Customer's or its clients' sites for assessment purposes, are provided with such personal protective equipment as may be necessary to reduce risks to an acceptable level and meet all applicable legal requirements.

A10). AUDIT CONDUCT

10.1 The company will appoint competent qualified auditors to conduct audits and assessments of the Customer's compliance with the relevant Standard(s).

10.2 The Customer will ensure that reasonable cooperation and assistance is provided to the Company to allow audit and assessment services to be delivered at a frequency

determined by the Company in order for the Company to maintain confidence in the Customer's ongoing compliance with the relevant Standard(s).

10.3 The Company will issue audit and non-conformance reports, if appropriate, after each audit activity. The Customer shall allow the accreditation body, or its representative, access to any part of the audit or surveillance process. This will include the right of access to confidential information. The Customer will not have the right within this Contract to refuse such a request either by the accreditation body, its representative, or the Company.

10.4 The Company reserves the right to conduct an unannounced audit at short notice if required by the applicable Standard setting body or as part of certification scheme requirements to investigate complaints, or in response to changes, or as follow up on a suspended Customer. In such cases:

10.4.1 the Company shall describe and make known in advance to the Customer the conditions under which these short notice visits are to be conducted; and

10.4.2 the Company shall exercise additional care in the assignment of the audit team due to the lack of opportunity for the Customer to object to audit team members.

10.5 Where prescribed by a relevant Standard, the Customer shall make all the necessary arrangements for**:**

10.5.1 the conduct of the evaluation and surveillance (if required, and as determined by the Company), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and the Customer's subcontractors;

10.5.2 investigation of complaints; and

10.5.3 the participation of observers, if applicable, including the accreditation body, or its representative, for the purposes of witnessing the Company's audit team performing the audit of the System to determine conformity with the requirements of the Standard;

10.6 Where prescribed by a Standard, the Customer agrees that:

10.6.1 a copy of the audit report and any subsequent certificate or audit result shall be supplied to the Standard setting body and the accreditation body in the agreed format for the particular Standard used;

10.6.2 all documents in relation to the audit shall be made available to the accreditation body/Standard setting body upon request. All documents submitted to the Standard setting body shall be copies of original documents. Documents provided to the Standard setting body will be treated as confidential;

10.6.3 the auditor may be accompanied by other personnel for training, assessment or calibration purposes and this activity may include:

(i) training of new auditors by the Company;

(ii) witness audits by accreditation bodies; and

(iii) witness audits by the Standard setting body; and

10.6.4 the Standard setting body reserves the right to conduct its own audit or visit to a site once certified in response to complaints or as part of the routine Standard setting body compliance activity to ensure the integrity of the Standard. Such visits may be announced or unannounced. The Standard setting body may contact the site directly in relation to its certification status or for feedback on the Company's performance, or investigation into reported issues.

9.7 Where prescribed by a Standard, the Customer shall grant the Company and the Standard setting body and their respective authorised agents the right at any reasonable time to have access to the Customer's premises (or to arrange for such authorised representatives to have access to other relevant premises owned or controlled by the Customer or its group companies) for the purpose of inspecting and taking copies of any information, documentation, goods, book and records deemed necessary by the Company or the Standard setting body.

A11). MATERIALITY (BASIS OF OPINION)

Where the Company provides certification Services, the Company conducts certification through a sampling process to determine if the System meets the Standard(s). Any statement of conformity issued by the Company in the form of reports, certificates or other communications is based on these sampling processes. The Company does not warrant, represent or undertake that these statements mean that all activities are in conformance with the relevant Standard(s) at the time of audit or that subsequent to the audit activity those activities audited will continue to be in conformity with the relevant Standard. The Customer undertakes to make all of its customers and end users aware of the foregoing provisions of this Clause. The Company accepts no liability to the Customer in the event that any loss or claim is suffered by the Customer as a result of any finding that the System does not comply with the Standards.