

# GENERAL CONDITIONS

## SGS INTRON CERTIFICATIE

### ARTICLE 1 - APPLICABILITY

These general conditions form an integral part of the "SGS INTRON Certification regulations for certification and attestation". These general conditions must not just be met in case SGS INTRON Certificatie B.V. uses her own certification and attestation regulations, but also in those cases where it concerns a non-specific SGS INTRON Certificatie B.V. certification or attestation. In that case, the "SGS INTRON Certification regulations for certification and attestation" and these general conditions also apply for those components which are not in opposition with this certification or attestation regulation.

### ARTICLE 2 – CONTRACT ACCEPTANCE

Before SGS INTRON Certificatie B.V. accepts an application to arrange certification and/or attestation, the applicant must provide evidence of his company being registered with any Chamber of Commerce (Dutch: Kamer van Koophandel en Fabrieken) in the Netherlands or, if it concerns a foreign enterprise, of registration with a similar foreign institution in the applicant's country of establishment. SGS INTRON Certificatie B.V. will subsequently inform the applicant in writing whether or not his application will be processed. Where SGS INTRON Certificatie B.V. refuses to accept an application for certification or attestation, she will, where possible, provide the applicant with the reasons for this decision.

### ARTICLE 3 – OBLIGATIONS OF THE APPLICANT / CERTIFICATE HOLDER AND/OR ATTESTATION HOLDER

The certificate holder, respectively the holder of an attestation, is obligated to ensure that the specifications mentioned in the certificate or attestation are complied with on a continuous basis.

The applicant, respectively the holder of a certificate / attestation is obligated to

cooperate with the examinations or checks to be performed by SGS INTRON Certificatie B.V. within the framework of the certification and/or attestation regulations.

The applicant / holder of the certificate and/or attestation will provide SGS INTRON Certificatie B.V. with all information, data and samples relevant to the assessment free of charge and on time. These will then become the property of SGS INTRON Certificatie B.V., unless other written arrangements have been made. The applicant, or in case of a change, the certificate or attestation holder need to ensure that the circumstances and safety situations in his company are such that they do not pose a hazard to SGS INTRON Certificatie B.V. employees during the performance of their tasks. If necessary, he must provide safety equipment and associated instructions.

### ARTICLE 4 - STAGNATION/CANCELLATION OF AN APPLICATION OR ADMISSION EXAMINATION

If the examination suffers serious stagnation because of applicant (in)action, SGS INTRON Certificatie B.V. may, at her own discretion, decide to cancel the application. SGS INTRON Certificatie B.V. will give the applicant a timely advance warning. The applicant also has the right to cancel the admission procedure at any time. It is compulsory, in both cases, that the applicant pays SGS INTRON Certificatie B.V. in full for costs incurred until then.

### ARTICLE 5 – ADDITIONAL EXAMINATIONS FOR CHANGES IN THE CRITERIA

If the set criteria of a request are not met to satisfaction, SGS INTRON Certificatie B.V. may request from the

applicant that additional examinations are performed. If a change occurs in the basis for assessment of an existing certificate / attestation system, SGS INTRON Certificatie B.V. may also ask of the certificate holder that an additional examination is done. SGS INTRON Certificatie B.V. will inform the applicant or the certificate holder in writing, specifying the reasons. Should the certificate holder not agree with the proposed additional examination or the prescribed adaptations when the basis for assessment has changed, then the certificate or attestation will lapse on the day that the transitional period finishes. This also applies if the results of the additional examination are negative.

### ARTICLE 6 – MEASURES IN CASE OF SHORTCOMINGS

If a certificate holder fails to comply with the requirements of the certification or attestation agreement then SGS INTRON Certificatie B.V. is entitled, depending on the severity of the shortcoming, to impose one or more of the following measures:

- a. tightening of the certificate holder's control system;
- b. temporary increase in the inspection frequency by SGS INTRON Certificatie B.V.;
- c. suspension of the right to use the certificate during a certain period;
- d. revocation of the certificate or attestation;
- e. immediate termination of the certification or attestation agreement;
- f. publication of the measures under c. to e. in media to be determined by SGS INTRON Certificatie B.V.

WHEN YOU NEED TO BE SURE

SGS

SGS INTRON Certificatie B.V. will inform the certificate holder in writing of the measures and their grounds. The certificate holder will pay SGS INTRON Certificatie B.V. for possible related costs, including those in relation to the inspection of the imposed measures. This also applies if the imposed measures are not followed through, resulting in the revocation of the certificate or attestation or termination of the certification or attestation agreement. It is the responsibility of the certificate or attestation holder to inform his customers of any shortcomings relating to the certified or attested subject.

The costs relating to publication of the above measures in the media in case of shortcomings will be charged to the certificate or attestation holder.

#### **ARTICLE 7 - CHANGES**

The certificate or attestation holder must inform SGS INTRON Certificatie B.V. timely and in writing of his intention to implement changes that relate to the certified or attested subject. SGS INTRON Certificatie B.V. will subsequently determine if further examination of the results of these changes must be performed and will inform the certificate holder of her decision in writing. If an additional inspection is deemed to be necessary, SGS INTRON Certificatie B.V. will determine that the right to use the certificate is suspended from the date of the change. Once further inspection has been finalised successfully, the certificate will be reinstated, or be issued as an adapted version. The certificate holder is prohibited to make changes in the certificate or attestation, unless SGS INTRON Certificatie B.V. has given written permission. It is the responsibility of the certificate or attestation holder to inform his customers of any changes relating to the certified or attested subject.

#### **ARTICLE 8 – PERIOD OF VALIDITY OF THE CERTIFICATE/ATTESTATION**

Unless either the assessment guideline or specific regulations or the certificate or attestation agreement state otherwise, certificates are valid for an undetermined period and attestations are valid for a period of five years. Changes in company data, products, services, assessment guidelines or standards or sanctions or special circumstances, entitle SGS INTRON Certificatie B.V. to shorten this period.

#### **ARTICLE 9 – DURATION OF THE AGREEMENTS**

The certification or attestation agreement is valid for an undetermined period. If an umbrella regulation has been set in consultation with other institutes, by a joint Board of Experts or a Central Board of Experts, then the umbrella regulation will prevail.

A cancellation period of six months applies to the certification or attestation agreement. The other party is informed in writing by registered post of this cancellation.

Each party also has the right to end the agreement without any notice if the other party:

- has not met her obligations resulting from this agreement or in relation to the certificate or attestation within ten days of the reminder.
- has been declared bankrupt, has requested suspension of payment, has had (a part of) their goods put into trust or has (partially) discontinued his company;
- enters into a situation, because of seizure of goods or other reasons, which - in the opinion of SGS INTRON Certificatie B.V. - no longer guarantees the validity of the certificate or attestation.

The certificate or attestation holder is entitled to end the agreement if an assessment guideline or standard is changed in the interim. SGS INTRON Certificatie B.V. has the legal right to unilaterally end the agreement when inspection results give cause her to do so.

When the agreement is terminated in the interim, SGS INTRON Certificatie B.V. is entitled to payment in full by the certificate or attestation holder of the obligations he has entered into. Ending of the agreement always means the lapsing of the certificate or attestation at the same time. The former certificate or attestation holder must end its use immediately.

#### **ARTICLE 10 – DERIVATIVE AGREEMENTS FOR THIRD PARTIES**

Only where it concerns product certificates and/or attestations, SGS INTRON Certificatie B.V. can – without being obliged to do so – agree with the holder that a third party may obtain a derived certificate and/or attestation concerning that same product, even if the third party markets the product under its own label. An agreement must in that case be signed between the certificate and/or attestation holder, the third party and SGS INTRON Certificatie B.V.. The derivative agreement with the third party can never last longer than the duration of the period the holder has a valid certificate and/or attestation for the same product. The same conditions apply to the agreement with the third party, as apply to the agreement between SGS INTRON Certificatie B.V. and the holder, unless other provisions have been recorded in writing.

**ARTICLE 11 – USE OF THE LOGO/MARK**  
Certificate or attestation holder has the right to use the applicable logos or

marks in their documentation, on the condition that they clarify the status and the content of their certificate or attestation and the corresponding activity. It is compulsory for a holder of a product certificate, irrespective of whether this is in combination with an attestation, to provide the certified or attested product with the applicable certification mark or logo attached.

#### **ARTICLE 12 - CONFIDENTIALITY**

SGS INTRON Certificatie B.V. will make every effort to treat all data that she has gained knowledge of within the framework of certification and or attestation, with confidentiality. However, SGS INTRON Certificatie B.V. does not have this obligation of confidentiality towards the Accreditation Council Foundation. This foundation and her representatives are entitled to inspect examination results, under strict confidentiality.

If SGS INTRON Certificatie B.V. uses external experts, she will ensure that they also sign a confidentiality agreement, in which they also agree to confidentiality to others than SGS INTRON Certificatie B.V., i.e. the Accreditation Council Foundation and the applicant / certificate holder. The applicant / certificate holder is entitled to ask SGS INTRON Certificatie B.V. to break her confidentiality. SGS INTRON Certificatie B.V.'s authority to make announcements regarding the validity of certificates and attestations lies outside of the scope of this confidentiality.

#### **ARTICLE 13 - PUBLICITY**

Unless the applicant agrees in writing, SGS INTRON Certificatie B.V. will not inform third parties (excluding the Accreditation Council Foundation and/or external specialists, contracted by SGS INTRON Certificatie B.V.) of the application or the application process. The applicant on the other hand, is not permitted either to inform third parties verbally or in writing that she has made an application to SGS INTRON Certificatie for certification or

attestation as long as the certificate or the attestation has not been issued. The certificate or attestation holder has the right to publish that his product, service or system has been attested or certified according to the specifications in the certificate or attestation, but he must prevent confusion amongst his customers and the general public regarding the question which components of his product, service or system do or do not fall under the certificate or attestation. A (former) certificate or attestation holder is not allowed either to try and give the impression to his customers or the general public that the certificate or the attestation is still valid, once it has been suspended, revoked or ended. The attestation holder has the right to publish that SGS INTRON Certificatie B.V. has declared that his product has the performance and properties as stated in the attestation, provided that he declares that the product is produced in compliance with the requirements of the attestation and provided that this declaration contains instructions on the way in which the attested product should be processed.

#### **ARTICLE 14 – RESERVATION OF TITLE**

All records and documents, examination results, reports by SGS INTRON Certificatie B.V. and by external experts employed by her, are and remain the material and intellectual property of SGS INTRON Certificatie B.V. and may not be published, copied or acquired partially or in their entirety without her written permission.

#### **ARTICLE 15 - INDEMNITY**

The applicant, the certificate holder and the third party to a derivative agreement, indemnify SGS INTRON Certificatie B.V. individually for any responsibility resulting from the issuance and/or use of the certificate and attestation concerned.

#### **ARTICLE 16 – LIABILITY**

No liability is attached to the acceptance of an application for certification or attestation, the granting, refusal, revocation or suspension of an attestation granted by SGS INTRON Certificatie B.V., nor to all related involvement and efforts, for SGS INTRON Certificatie B.V. nor for her liaised Boards of Experts, supervisory committees or the Advisory Council nor for persons who are part of these bodies. The applicant or certificate holder indemnifies SGS INTRON Certificatie B.V. and its employees and representatives of any third party liability. SGS INTRON Certificatie B.V. specifically, is never liable for damage resulting from the application issued by the applicant or the certificate holder. The issuance by SGS INTRON Certificatie B.V. of any attestation or certificate never results in a waiver of liability or limitation of liability for the manufacturer, the merchant, the processor and/or the certificate holder towards third parties regarding the quality of the product delivered, or regarding services performed for them or regarding certified systems applied for them, and that the certificate or the attestation relates to. The liability of SGS INTRON Certificatie B.V. for damages and/or losses directly caused by or due to its negligence or its failure to comply with the terms of the agreement, shall always be limited to a maximum amount of Euro 30.000 (Thirty Thousand Euros) per event and in the aggregate per annum, being it understood that such limitation shall not apply in case of fraud or wilful misconduct by SGS INTRON Certificatie B.V. However, SGS INTRON Certificatie B.V. shall in no event be liable for indirect, incidental, punitive, exemplary, special or consequential loss or damages, including loss of profits, loss of production, loss of use, loss of

**WHEN YOU NEED TO BE SURE**

**SGS**

revenue, trading losses and loss as a result of the business being at a standstill being it understood that such limitation shall not apply in case of fraud or wilful misconduct by the SGS INTRON Certificatie B.V.

**ARTICLE 17 – PAYMENTS AND CONDITIONS**

The costs related to the issuance, the use and the maintenance of the certificates and attestations are set by SGS INTRON Certificatie B.V. and are for account of the applicant or the certificate and/or attestation holder.

The agreed rates and payments may be increased annually by SGS INTRON Certification BV with effect from 1 January, if this is justified in the opinion of SGS INTRON Certification BV, for example in case of an expected cost increase in the new year or based on generally known inflation figures from CBS and Eurostat. The applicant/certificate holder will be informed in writing of any such rate increase by SGS INTRON Certificatie BV on or around 1 January of the calendar year concerned.

Applicant / certificate holder will be informed in advance of the cost for additional activities, such as for the performance of additional examinations, printing of certificates and/or attestations. Payment of the amounts owing to SGS INTRON Certificatie B.V. takes place within 30 days after the date of her invoice. Notwithstanding the above, SGS INTRON Certificatie B.V. is always entitled to negotiate special payment conditions or a deposit, a depot or a bank guarantee from the applicant / certificate holder. All rates and quotations by SGS INTRON Certificatie B.V. are exclusive of VAT.

**ARTICLE 18 – HANDLING OF SPECIAL CIRCUMSTANCES**

In cases not provided for by any regulation by SGS INTRON Certificatie B.V. and/or these conditions, SGS INTRON Certificatie B.V. has the sole right to adapt or adjust these,

specifically when developments in practice, science or technology make adaptations or adjustments by SGS INTRON Certificatie B.V. necessary. If advice from the Council of Experts or the Advisory Council is required, SGS INTRON Certificatie B.V. wil not proceed with adaptations or adjustments until she has received the recommendation to do so by the said Council of Experts or Advisory Council.

**ARTICLE 19 – APPLICABLE LAW AND DISPUTE RESOLUTION**

These general conditions, each agreement with us and all services by SGS INTRON Certificatie B.V. is only agreed to and undertaken in accordance with the substantive Dutch laws. Any dispute arising out of or in connection with these general conditions and the services executed by SGS INTRON Certificatie B.V. under any agreement, which cannot be resolved amicably, shall be subject to the exclusive jurisdiction of the competent court in Rotterdam, the Netherlands.