



GENERAL TERMS AND CONDITIONS FOR CERTIFICATION SERVICES

General Terms and Conditions

The words "KLEX", "we", "our" and "us" are deemed to refer to KL Exert Certification (A division of Exert Certification AS)

The words "customer", "your" and "you" are deemed to refer to the person, company or agent who enters into a Contract (as defined below) with us.

The words "certification" and "certified" are deemed to include all the conformity assessment services operated by us, whether or not a certificate is issued.

The word "Contract" shall mean any contract entered into between us to which these General Terms and conditions apply.

Unless otherwise specified in below Section 14, the following General Terms and Conditions shall apply. All references to Exert Certification shall be understood as KL Exert Certification (KLEX).

For the avoidance of doubt, the General Terms & Conditions shall govern all contractual relationships with customers, regardless of whether they are applying for a certificate or not.

1. General Obligations

- 1.1. The work shall be executed as described in the Scope of Work (the "Work") in accordance with the provisions of this Agreement, and any agreed applicable rules and standards. Unless otherwise agreed, the relevant Product Certification Scheme and any applicable accreditation requirements shall apply. The extent of the work to be performed is set out exhaustively in the Scope of Work.
- 1.2. Appropriate personnel shall be appointed for the performance of the work. Unless otherwise agreed, at any time, and without extra cost and risk for Customer, substitute personnel may be assigned to the work, provided that any substituting personnel are suitably qualified.
- 1.3. The performance of the work under this Agreement may regularly be subcontracted. KLEX shall have the right to subcontract to any affiliate or any duly qualified third parties. Such subcontracting shall not relieve KLEX, as applicable, from its obligations under this Agreement.
- 1.4. KLEX may, without prior notice, assign, transfer, declare a trust over, subcontract or delegate in any other manner any or all of its rights and obligations under this Agreement to any affiliate. For the purposes of this clause affiliate shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with KLEX. A business entity shall be deemed to control another if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business or any other comparable equity or ownership with respect to a business entity.
- 1.5. Customer shall in a timely manner make all necessary decisions and provide KLEX with access to Customer's sites and facilities and provide any and all relevant, accurate, and complete documentation and information required for the Work, Unless it is explicitly agreed as part of the Work that KLEX shall identify discrepancies, errors, inconsistencies or omissions in the information provided by Customer, the Customer is responsible for all aspects of the information it provides, and KLEX is entitled to rely on the accuracy and completeness of such information in the performance of the Work.
- 1.6. Customer shall be able to document and trace all products covered by certificates issued by KLEX to Customer.
- 1.7. Customer warrants that it has the necessary rights to use and disclose the information and documentation which are relevant for the purpose of the Work.
- 1.8. KLEX may, on their own account, extend the audit team with an observer(s) for purposes such as training, peer evaluations and supervision by the Accreditation Body and/or Notifying Authority. In addition, KLEX may use information and material provided or generated under this Agreement for its internal training purposes.
- 1.9. Customer shall familiarize itself with any deliverable issued within a reasonable time after delivery or notification of completion of the Work. Any documented error or defect in the work shall be rectified within a reasonable period of time, at the originator's sole cost, provided said error or defect is not attributable to the Customer, Customer's affiliates or Customer's subcontractors and provided that Customer shall notify KLEX of any error or defect the earlier of (a) sixty (60) days after Customer became or should have become aware of such errors or defects or (b) within 12 months from issuance of the relevant deliverable at the latest.
- 1.10. Customer shall take all necessary measures to ensure that the obligations set out in this Section 1,

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- General obligations, shall apply also towards Customer’s suppliers and subcontractors, to the extent necessary for the performance of the Work.
- 1.11. Customer shall have in place product liability, professional indemnity and general liability insurances, or similar, with a coverage which reflects the nature and extent of its activities and any applicable regulatory requirements. The insurance shall provide adequate cover for product recall costs and liabilities. Customer shall upon request provide evidence of such cover.
- 2. Cancellation and rescheduling of visits**
- 2.1. Customer may cancel or reschedule execution of agreed visits, upon prior written notice to KLEX (Notice of Postponement). However, as compensation for the postponement or cancellation, KLEX shall be entitled to claim actual costs of rescheduling the said visit.
- 3. Variations**
- 3.1. Customer may in writing request KLEX to perform additional reasonably similar work under this Agreement (a “Notification of change”).
 - 3.2. Should the Customer request a Change notice, or if KLEX deems any instruction by the Customer to constitute a Notification of change, KLEX shall set out an overview of the Notification of change, including the impact on the time schedule and remuneration for such in the form of a Notification of change and shall issue the Notification of change to Customer. Unless the Customer objects to the Notification of change within five (5) business days, the Notification of change shall be deemed as accepted by Customer as an integral part of this Agreement. Should the Customer object to the Notification of change, the parties shall discuss the impact of the Notification of change on the time schedule and remuneration and agree an amended Notification of change.
- 4. Issuance and maintenance of Certificate**
- 4.1. In this Agreement, “Certificate” means the KLEX Final Deliverable for the relevant Product and/or Management Certification Scheme stated under 2. Scope of Work in this Agreement.
 - 4.2. Upon completion of the certification process, KLEX will at its own discretion issue a Certificate to the Customer, provided KLEX finds that there is conformity with the applicable regulations/standards and other applicable requirements and payment by the Customer is made in accordance with this Agreement.
 - 4.3. Subject to payments being made by Customer in accordance with this Agreement, Customer shall have the right to use the valid Certificate and certification marks in standard size and design as provided by KLEX for the purposes for which such certificates are generally intended and used, including on letters, documents and other promotional material, in accordance with the Requirements.
 - 4.4. The Certificate shall be made available to third parties in a well-readable manner. Customer shall not adjust or alter the Certificate in any manner whatsoever, including, but not limited to, by translating the Certificate.
 - 4.5. In case of (i) incorrect reference to certification status or (ii) misleading use of certification documents or marks, or (iii) other breach of the applicable requirements for the maintenance and use of the Certificates and the certification mark, KLEX may at its own discretion decide to take corrective actions, including suspension or withdrawal of Certificate and publication of the transgression. Customer shall immediately implement such corrective actions.
 - 4.6. After issuance of the Certificate, Customer shall immediately report to KLEX all changes in the design of the products or in its operations and management systems which may reasonably affect the assumptions for issuance or validity of the Certificate (hereunder changes in organization, ownership, restructuring of production or management, new products and services, location or address change, number of employees, major incidents, customer complaints or stakeholder disputes etc.), without undue delay and before execution of such change. The customer undertakes to ensure that the ongoing production of the certified product, will continue to meet the design and other related requirements as defined in the product certification documents.
 - 4.7. Customer is obliged to keep a record of all complaints concerning the products under the certification scope insofar they might be relevant for the certification. KLEX will verify that the Customer has taken relevant corrective actions for these complaints in conjunction with the visits.
 - 4.8. KLEX may at its sole discretion carry out unannounced audits of Customer and Customer’s suppliers and/or subcontractors when in its sole discretion it is necessary to verify that the conditions for maintaining the certificates are met. Customer shall provide access to all sites, personnel, devices, documentation and other assets as requested by KLEX. Unannounced audits

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- shall be carried out at the cost of Customer.
- 4.9. Customer shall at all times ensure that the requirements of the relevant product certification scheme(s) are complied with. The assessment of conformity carried out by KLEX does not release or otherwise discharge Customer from the sole responsibility for the compliance of the product with these requirements.
 - 4.10. Customer shall take necessary action in accordance with any non-conformities, observations, improvement opportunities and noteworthy efforts reported by KLEX. Unless explicitly agreed in the Scope of Work, and regardless of anything to the contrary in the requirements of the relevant certification schemes, this Agreement does not imply any obligation or duty of care for KLEX to inform the Customer of developments in the applicable certification requirements or industry practices taking place after the issuance of the Certificate.
 - 4.11. KLEX may at its own discretion suspend or withdraw any Certificate issued with immediate effect, if in its sole discretion the requirements stipulated in this clause 4 are no longer satisfied, or if payment by the Customer is not made in accordance with this Agreement. In particular, if the Customer does not report changes in accordance with the requirements set out in clause 4.6, KLEX may suspend the Certificate with immediate effect.
 - 4.12. If this Agreement is terminated by either party according to clause 7, termination, KLEX shall withdraw the Certificate with effect from the effective date of termination if required by the applicable scheme.
 - 4.13. If the Certificate is suspended or withdrawn, the Customer shall not use or refer to the Certificate. In case of withdrawal, the original Certificate shall be returned to KLEX within 14 days from the date of withdrawal. The Customer may appeal KLEX's decision not to issue or to suspend or withdraw the Certificate in accordance with the requirements set out in the applicable certification or accreditation scheme. In case the issue is not resolved the customer can escalate the issue by appealing to ATEX Board of Appeals.

5. Intellectual Property

- 5.1. For the purpose of this Agreement, each party shall remain the sole owner of any of its intellectual property and rights thereto existing prior to the date of this Agreement, including, but not limited to, the certification/notified body protocols and templates for certificates, reports and checklists. KLEX shall be entitled to use, for the purpose of their own certification activities, the know-how acquired in the course of the performance of the Work. In addition, KLEX shall be entitled to use information received or generated under this Agreement in an aggregated form, for the purpose of their certification activities.
- 5.2. KLEX shall hold all intellectual property rights to the reports and certificates issued to Customer under this Agreement (the Deliverables), including the copyright. Customer shall hold a restricted, non-transferrable, global and royalty free license to use the valid Certificate in accordance with the applicable requirements, and a global, royalty free license to use the reports for its own internal purposes. The reports shall not be disclosed to third parties without the certification/notified body's prior written consent.
- 5.3. Customer warrants that it holds all necessary rights to submit documentation and information to KLEX for the purpose of the certification.
- 5.4. The Customer shall only make available the Deliverables or parts thereof to third parties without altering the content, context or original language of the Deliverables.

6. Confidentiality

- 6.1. Each party agrees to keep confidential any information it receives from the other party in course of the Agreement which by denotation or reasonable circumstances is considered confidential to the disclosing party. The recipient party shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent, provided however that the certification/notified body may share such information with its officers, employees, subsidiaries, affiliates or subcontractors who are subject to confidentiality obligations reflecting the principles herein.
- 6.2. The obligations hereinabove shall not apply to the extent the information is required to be disclosed by any relevant accreditation body or certification scheme owner, any competent court, governmental agency, or other relevant public authority in accordance with applicable law, court order or other public regulation. In addition, each party shall be free to disclose, any information to the extent it: (i) was known to the recipient prior to the information being disclosed by the other

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party, or becomes known to the recipient through a third party without any confidentiality obligation; (ii) is or becomes generally available in the public domain through no act or failure to act on the part of the recipient.

- 6.3. Notwithstanding the above, KLEX shall have the right to (i) use for statistical and analytical purposes any information received or generated in the course of the Work, provided that such is kept internal or published only in aggregated anonymous forms; (ii) make reference to the Customer in the certification/notified body's marketing; (iii) extend the audit team with third parties insofar required under the applicable scheme or otherwise as set out in this Agreement; and (iv) disclose confidential information to other entities in the KLEX group for the purpose of the provision or follow up of the Work.
- 6.4. The obligations in this section shall survive the completion of the Work or termination of this Agreement and remain in effect for as long as the relevant information can reasonably be deemed to be confidential.

7. Termination

- 7.1. This Agreement shall remain in full force and effect until the earlier of
 - 7.1.1 termination by any one of the parties as set out in this Agreement or
 - 7.1.2 any termination date set forth in the signature page.
- 7.2. Each party may terminate this Agreement by written notice to the other party under the following circumstances.
 - 7.2.1 if the other party commits a material breach of this Agreement and fails to rectify such within 10 (ten) working days after receipt of the other party's written notice;
 - 7.2.2 with immediate effect if the other party becomes insolvent, unable to pay its debts as they fall due, or subject to bankruptcy proceedings, receivership, dissolution, liquidation, wind-up or otherwise discontinue business;
 - 7.2.3 For convenience after serving the other party a written notice 60 days prior to termination.
- 7.3. If the Customer terminates this Agreement pursuant to Article 7.2.3 or KLEX terminates pursuant to Article 7.2.1 or 7.2.2, KLEX shall be entitled to full remuneration for the work carried out prior to the termination and for all documented incurred unrecoverable costs as well as any standardized administrative termination fee as per this Agreement.

8. Health, Safety and Environment (HSE)

- 8.1. Both parties shall employ reasonable standards for promoting health, safety and environmental sound working environments for their respective personnel and work sites.
- 8.2. The Customer shall inform KLEX without undue delay of (i) any actual or potential HSE risk which Customer is aware of and which is reasonably relevant to the performance of the Work, and (ii) any of Customer's implemented or planned measures against such risks that Customer require KLEX's personnel to adhere to.
- 8.3. Whenever KLEX's performance of the Works involves visits or work on Customer's controlled facility or site, the Customer is responsible for the adequacy, stability, safety and legal compliance of the working environment, including reasonable measures to mitigate or control relevant risks. Whenever KLEX personnel is present on Customer's facilities or sites, they will adhere to Customer's HSE instructions provided according to this article. KLEX personnel, including also its subcontractors, may refuse to carry out any activity, or visit any area or site, if they in their sole discretion consider that relevant risks are unacceptable or not adequately addressed, contained or otherwise mitigated. Any such decision shall suspend both parties' obligations, excluding Customer's obligation to pay for performed Work, without any liability or penalty until the parties have agreed on how to proceed.

9. Indemnification

- 9.1. Each party shall indemnify and hold harmless (as the indemnifying party) the other party and the other party's affiliates and subcontractors, as well as its and their employees and other representatives (as the indemnified party), from and against all claims, damages, losses and expenses in respect of: (i) bodily injury, sickness, disease, or death of any of the indemnifying party's or its affiliates' or subcontractors' employees or other representatives; and (ii) loss of or damage to the indemnifying party's or its affiliates' or subcontractors' property.
- 9.2. Customer shall indemnify and hold harmless KLEX, its parent companies, affiliates, including, but not limited to, partner, and subcontractors, as well as its and their subsidiaries, employees and representatives (collectively, "the KLEX group") from and against all claims, damages, losses and

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expenses in respect of:

- 9.2.1 Any liabilities, losses, damages, costs (including legal costs), claims and expenses incurred as a consequence of a failure of the customer to fulfil its obligations regarding the provision of accurate, exhaustive and timely information, material or data and access to sites, as well as a consequence of the use of the certificate in breach of the applicable requirements;
- 9.2.2 Any claims against companies in KLEX group arising from or in connection with this agreement made by third parties which in aggregate exceed NOK 300,000/-. Third party shall in this section include, but not be limited to, buyers, users or others concerned by customer's products and services; and
- 9.2.3 Any claims from customer's affiliates, including parent companies, companies controlled by parent companies, subsidiaries and joint ventures and its and their subcontractors, and its and their employees and representatives.
- 9.3. Further, customer shall indemnify and hold harmless KLEX from any costs and expenses which they may incur due to requests made by public authorities, courts, counterparties or civil society stakeholders in connections with or due to the work provided under this agreement.
- 9.4. The indemnities set out above shall apply howsoever any relevant claims, damages, losses or expenses may arise and regardless whether under contract, tort (including negligence) strict liability or otherwise, except if and to the extent caused by the indemnified party's: (i) intentional and willful act or omission with the intent to inflict damage or injury or (ii) any circumstances for which a party may not lawfully limit its liability under this agreement's applicable law.
- 9.5. Each party shall notify the other party without undue delay upon becoming aware of any incident likely to give rise to a claim against the other party arising from or in connection with this agreement.

10. Limitation of liability

- 10.1. KLEX shall not in any way be held liable towards the customer for any of the customer's or its affiliates' consequential or indirect loss arising from or in connection with this agreement, including but not limited to interruption or loss of use, business, contract or revenue, loss of goodwill, loss of profit or anticipated profit, loss of production, wasted overhead, cost of substitute equipment, recall costs, downtime costs, product liabilities, or other special, punitive or other forms of indirect losses, howsoever such may arise, whether under contract, tort (including negligence) strict liability or otherwise.
- 10.2. Except in case of breach of the obligations under article 6 "confidentiality" or in case of fraud, fraudulent misrepresentation, or other similar circumstance for which a party may not lawfully limit its liability under this agreement's applicable law, as well as for the indemnification set out in clause 9.1, the maximum cumulative liability of KLEX arising from or in connection with this agreement, whether in contract or in tort, shall be limited to the lesser of (i) a sum equal to five times the remuneration paid under this agreement, or (ii) NOK 300,000/-.
- 10.3. All claims arising from, or in connection with this agreement against KLEX, shall be notified to KLEX in writing without undue delay. Any claim based on breach of this Agreement shall be set forth at the latest within 3 months from the date when Customer became, or should have become, aware of such claim. Any claim notified later than twenty-four (24) months following the issuance of the relevant Deliverable, shall be precluded.

11. Force majeure and restrictions on trade

- 11.1. Neither party, including KLEX, shall be in breach of this Agreement, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to events beyond reasonable control of the affected party, including but not limited to armed conflict terrorist attack, civil war, riots, toxic hazards, epidemics, natural disasters, extreme weather, fire, explosion, failure of utility service, labour disputes, breakdown of infrastructures, sanctions, or any public restrictions following any of the incidents above; or any other incidents beyond reasonable control (force majeure).
- 11.2. In the event of a force majeure occurrence, the affected party shall notify the other party without undue delay of the particulars of the situation. Either party shall be entitled to terminate the Agreement with immediate effect should the force majeure endure for more than 30 days.
- 11.3. KLEX may terminate this Agreement, subject to 30 days written notice to Customer, without any liabilities or penalties, if KLEX, its ultimate parent company or the ultimate parent company's subsidiaries or affiliates are subject to sanctions or penalties by a government, United Nations,

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European Union or similar organizations related to the Work which is provided hereunder or would be considered to be illegal or in conflict with applicable law for the certification/notified body, its subcontractor and/or its subcontractor's parent companies.

12. Third Party rights

- 12.1. No one other than the Parties to this Agreement, their successors and permitted assignees, including Company Group, shall have any right to enforce any of its terms. No person other than the Parties to this Agreement and Company Group have any rights under the Rights of Third Parties Act 1999 or similar legislation to enforce or enjoy the benefit of any term of this Agreement.
- 12.2. The rights of the Parties to rescind or agree any amendment or waiver under this Agreement are not subject to the consent of any other person.
- 12.3. In case third parties initiate legal proceedings against KLEX in connection with products certified under this Agreement, KLEX shall be entitled to initiate a recourse claim against Customer before the court concerned.

13. Law and Jurisdiction


- 13.1. This Agreement shall be governed and construed in accordance with the laws of Norway without regard to principles of conflicts of law.
- 13.2. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and resolved by arbitration under the Act of Arbitration as amended from time to time and the rules made thereunder. The number of Arbitrator shall be one. The seat of arbitration shall be Oslo, Norway. The language to be used in the arbitration proceedings shall be English.
- 13.3. In the event that the dispute cannot be resolved by arbitration and cannot be settled amicably through negotiations between the parties, shall be brought exclusively before the courts in Oslo, Norway.

14. Special Terms and Conditions for ATEX Directive

- 14.1. Background – KL Exert Certification (“KLEX”) is appointed ATEX Notified Body. The appointment was made by the “Norsk Akkreditering” (Norwegian Accreditation) and The Norwegian Directorate for Civil Protection (DSB), based on the ATEX rules according to the ATEX-Directive 2014/34/EU.
- 14.2. Responsibility of the ATEX Notified Body - KLEX has the overall responsibility to carry out the ATEX assessment and certification services in accordance with the rules given by the Ex Management Committee. This also includes the work carried out by local units and others acting as subcontractors. KLEX will issue all formal documents and certificates according to the ATEX rules. Personnel engaged under these terms and conditions as professional auditors or technical experts shall fulfil the requirements as defined by KLEX. The use of subcontractors not employed by KLEX is to be agreed upon with the manufacturer before commencement of the assessment.
- 14.3. Responsibilities and Obligations of the Manufacturer -
 - 14.3.1 The manufacturer agrees on to promptly supply to KLEX, where duly justified, any relevant information or data, which is necessary for establishing and maintaining the attestation of conformity in view of the chosen procedure.
 - 14.3.2 The Manufacturer will further ensure that the KLEX assessment team will get all work and access permits necessary to carry out work as required by the ATEX Directive 2014/34/EU. (i.e. scheduled inspection /verification visits, unexpected visits etc. as applicable for the applied process)
 - 14.3.3 The manufacturer will inform KLEX of any plan for substantial changes to the quality system, the product range covered by the certificate prior to placing the product on the market. KLEX will assess the proposed changes and verify whether, after these changes, the requirements of the certification scheme are still met. The manufacturer shall allow an appropriate time for KLEX to assess the changes dependent on the complexity and extent of the changes.
 - 14.3.4 KLEX is authorized by the Manufacturer to pay unannounced visits to Manufacturers premises, as required in the ATEX Directive 2014/34/EU in order to verify the compliance of the product or the appropriate function of the approved quality system.
 - 14.3.5 If the certificates or related documents are shared by the customer to any third party, the documents shall be reproduced in their entirety or as specified in the certification scheme.
 - 14.3.6 If the customer chooses to make reference of the product certification in its marketing and or promotional material then, the customer shall comply with the requirements as specified by

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- the ATEX directive for equipment certification scheme.
- 14.4. Validity of Certification - The validity period of the certificates to be issued under these terms and conditions will be stated in the certificate as outlined in the ATEX Directive. Changes in the requirements in the ATEX Directive or interpretation of the rules as given by the ATEX Management Committee, which may affect safety requirements of the product, may result in withdrawal/changes of the certificate.
- 14.5. Withdrawal or Suspension of the Certificate
- 14.5.1. KLEX reserves the right to withdraw or suspend the certificate if at any time when the certificate was issued:
- 14.5.1.1. The requirements as set out in the ATEX rules on which the conformity assessment procedure has been based and which form the basis for issuing the certificate where not fulfilled, or
- 14.5.1.2. The product was incorrectly defined as equipment for use in potentially explosive atmospheres according to the ATEX rules.
- 14.5.2. KLEX reserves the rights to withdraw or suspend the certificate if after the certificate was issued:
- 14.5.2.1. The product which has been subject to the conformity assessment procedure has been modified without prior notification to KLEX, or
- 14.5.2.2. The requirements for the quality system or the product are no longer fulfilled, or
- 14.5.2.3. The product is no longer covered by the ATEX Directive, or
- 14.5.2.4. The product is no longer in compliance with the ATEX Directive, and the shortcomings observed are not corrected by the manufacturer within an appropriate time period as defined by KLEX under consideration of the severity and potential impact of these shortcomings.
- 14.6. Appeal Handling
- 14.6.1. Appeals will be considered only against a certification decision made by KLEX. A certification decision is a decision by KLEX to grant, refuse, maintain, expand or reduce scope of certification, renew, restrict, suspend or restore following suspension or withdraw certification. Such a decision by KLEX shall stand pending hearing of appeal, if any.
- 14.6.2. Any decision made by KLEX as ExNB can be appealed within 3 weeks from the date the Manufacturer receives the written decision.
- 14.6.3. The appeal shall be sent in writing to KLEX, which shall perform the necessary investigation in order to reconsider the decision or refuse the appeal.
- 14.6.4. In case of appeals, if the appellant does not agree with KLEX decision on appeals, the case shall be submitted to the ATEX Board of Appeal for final decision.
- 14.7. Complaints Handling
- 14.7.1. Any complaint against KLEX shall be addressed to the Quality Manager, in writing.
- 14.7.2. Complaints in writing received by KLEX, will be processed in accordance with the CB's Compliant Procedure. The Compliant procedure is available on request.
- 14.8. Additional Terms and Conditions
- 14.8.1. You register with KLEX by supplying basic information (F 121 & F 122). From this, we are able to accept subsequent orders for work from your authorized individuals, in accordance with the limitations you have laid down.
- 14.8.2. You may vary the details of your registration, or terminate it at any time, by notifying us in writing. That will not have retrospective effect and will not affect the validity of any Contract previously entered into with us, whether or not we have delivered our services, unless we otherwise agree in writing.
- 14.8.3. When we provide a quotation or estimate, or we accept an order for work leading to the issue of a KLEX Certificate or Report (or similar document), this should not be taken to imply that we will issue such a certificate or report. A certificate or report (or similar document) can only be issued once the appropriate evidence has been assembled and, in some cases, once the appropriate arrangements have been made to cover the production phase.
- 14.8.4. Unless subsequently clarified, work will be carried out in accordance with the standards specified at the time of application, quotation or order. Care may need to be taken in specifying options contained in the standards (for example; equipment group, temperature classification etc. for explosion protected equipment).

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- 14.8.5 Where an application is incomplete or does not provide sufficient information for us to prepare a quotation, we may refer the application back to you or, at our discretion, prepare the quotation on the basis of assumptions that we will communicate back to you.
- 14.8.6 You may submit changes or additions at any time during the course of the work. We will discuss with you the implications of such changes on the project (cost, timescale, technical compliance) and advise you of your options as to how we may proceed.
- 14.8.7 We wish all projects to be completed to time and on cost to the satisfaction of our customers, but we reserve the right to treat a project as withdrawn or abandoned if:
 - 14.8.7.1. Within six months of the date of requesting further information, drawings, data or samples they are not received; or
 - 14.8.7.2. Designs or samples submitted are found to be non-compliant and revised designs or samples are not received within six months; or
 - 14.8.7.3. The accumulated time it takes you to provide further information, drawings, data or samples and to provide revised designs and samples exceeds six months.
- 14.8.8 The Certificates or Reports are issued in the name of the "Certificate/Report Holder". This will normally be the manufacturer and, in any event will be the body responsible for controlling the design. Where the manufacturer does not control the design and does not have the Certificate/Report issued in their name, special provisions will apply. You must make clear to us the relationship between design and manufacture.
- 14.8.9 A Certificate/Report Holder may apply to have documentation issued in the name of a Trade Agent. Please see separate information, which can be found at www.karandikarlab.com.
- 14.8.10 Where certification documents contain "Specific Conditions of Use" or "Special Conditions for Safe Use", normally identified by a suffix "X" to the certificate number, all such specific information must be made available to purchasers of the equipment.
- 14.8.11 We may withdraw a certificate if:
 - 14.8.11.1. It is discovered that it should not have been issued (either through false information provided to us, or through our own error); or
 - 14.8.11.2. You are in breach of the General Conditions and/or these Supplementary Terms and Conditions; or
 - 14.8.11.3. If the certificate includes provision for the use of a production mark, and the conditions applicable to the use of the production mark are no longer being met.
- 14.8.12 You must retain the certificate and associated documents for your future reference and, where relevant, for inspection by us or any other body responsible for supervision of production. Certain legislations place a legal requirement on you to retain these documents for a stated period (normally ten years) after the last production.
- 14.8.13 We will retain copies of the documents as a "Project File" for a defined period in accordance with our service for retention and storage of project files.
- 14.8.14 We shall conduct our work in a professional and competent manner. However, we cannot warrant the quality of any particular product, system or service certified by us. Neither can we accept liability for any consequences arising from the use of such products, systems or services.
- 14.8.15 All information obtained by us in the course of our work shall be treated as confidential in so far as the information is not in the public domain. This undertaking does not preclude us from making available, in confidence, such information as we may be required to provide under national or international legislation or under the terms of our accreditation.
- 14.8.16 Your responsibilities to us are that:
 - 14.8.16.1. You will supply in a timely manner such information, drawings, samples and facilities as may be necessary for us to perform our work to an agreed schedule.
 - 14.8.16.2. You will ensure that all technical documentation and drawings supplied to us are clearly and uniquely identified and dated.
 - 14.8.16.3. You will keep a register of all customer complaints and remedial action relating to any product, system or service certified by us, and shall allow our representatives full access to the register.
 - 14.8.16.4. Certificates and related documents cannot be transferred to other parties without our express permission in writing and you will inform us if you wish us to consider such a transfer.

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- 14.8.16.5. Where a certificate relates to an activity carried out at a particular location, you will notify us of any intended change of location for the activity so that appropriate measures can be taken in accordance with the rules for the particular service.
- 14.8.16.6. You warrant that the manufacture, use, sale or supply of any product, system or service certified by us will not infringe any copyright, patent or other intellectual property right of any person or other body and that you are in full possession of all necessary intellectual property rights on the product, system or service to be assessed (including its components).
- 14.8.16.7. You will use a certification mark or other mark that relates to a particular service only in conjunction with that service and in the way provided for in the rules of that service. In particular, in respect of marketing and publicity, you will not represent or pass off any such mark as your property. You will immediately discontinue any use of such a mark which is unacceptable to us and any form of statement with reference to the authority by which you use the mark which, in our opinion, is misleading.
- 14.8.17 In the event any unforeseen problems or expenses arise in the course of carrying out the services we shall endeavor to inform you and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- 14.8.18 When services relate to the ATEX Directive, the relevant ATEX Directive rules apply. See https://single-market-economy.ec.europa.eu/sectors/mechanical-engineering/equipment-potentially-explosive-atmospheres-atex_en#main-content
- Where we are carrying out testing services for you, the following terms also apply:
- 14.8.19 Unless we receive prior written instructions to the contrary from you, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). You hereby irrevocably authorize us to deliver Reports of Findings to a third party where so instructed by you or, at our discretion, where it implicitly follows from circumstances, trade custom, usage or practice.
- 14.8.20 We will provide services using reasonable care and skill and in accordance with your specific instructions as confirmed by you or, in the absence of such instructions, methods as we shall consider appropriate on technical, operational and/or financial grounds.
- 14.8.21 Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with your instructions, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- 14.8.22 Reports of Findings issued further to the testing of samples contain our opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- 14.8.23 Reports of Findings issued by us will reflect the facts as recorded by us at the time of our intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 21. We are under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- 14.8.24 Sample equipment for testing should only be sent to us when requested, and in accordance with our specific delivery instructions. We may request you to supply samples modified to facilitate particular tests.
- 14.8.25 We will not accept liability for loss or damage of samples during transit or storage. Some tests are potentially destructive. If destruction of a particular sample is an issue with you, please discuss with our staff.
- 14.8.26 At the completion of the project we will normally either return the samples to you or arrange for their destruction and disposal as requested at the time of application. You will be liable for any costs incurred in return or disposal. We reserve the right to retain individual samples but will normally only do so with your agreement.
- 14.8.27 You will:
- 14.8.27.1. supply, if required, any special equipment and personnel necessary for the performance of the services; and
- 14.8.27.2. inform us in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing.
- 14.8.28 We are neither an insurer nor a guarantor and disclaim all liability in such capacity. Customers

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- 14.8.29 seeking a guarantee against loss or damage should obtain appropriate insurance. Reports of Findings are issued on the basis of information, documents and/or samples provided by you, or on your behalf, and solely for your benefit. You are responsible for acting as you see fit on the basis of such Reports of Findings. We, nor any of our officers, employees, agents or subcontractors, shall not be liable to you nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to us.

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