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in progress



AIF1012

Revision 0 (January 2025)

ISO 42001 Certification – General Terms and Conditions of BSI Group The Netherlands B.V.



- 1) BSI will perform the services described in accordance with the Proposal and these terms of service (together the “Contract”).
- 2) These Terms of Service, together with any terms set out in the Proposal, are the only terms that will govern the Contract. Any terms contained in or incorporated by reference in any acknowledgements, confirmations, standard forms, purchase orders or any other documents issued by either party, or implied by trade custom, practice or course of dealing, other than those permitted within these terms of service, will not apply.
- 3) If there is an inconsistency between any of the provisions of the Contract and any master services agreement, purchase proposal, Client’s standard conditions of purchase or any other document stated to be relating to BSI’s services or the Contract, the provisions of the Contract will prevail.
- 4) Notwithstanding clause 2, BSI amend these terms of service from time to time and will notify Client accordingly when this takes place. On receipt of such notice, Client may reject any amendment and terminate the Contract by notifying BSI of its intention to do so on 30 days’ written notice. If Client provides no notice Client is deemed to have accepted the amended terms.
- 5) Without prejudice to clause 4, no amendment or variation to the Contract will be valid unless agreed in writing between the parties.
- 6) The Contract will commence on the date Client signifies agreement to the Contract (which may be through electronic confirmation or otherwise).
- 7) BSI will provide its services in compliance with:
 - a) all applicable legislation and regulations;
 - b) all relevant international standards that govern the provision of certification services;
 - c) any relevant standard, private standard or code of practice expressly governing the services in this Contract,
 - d) BSI Group’s Code of Business Ethics
- 8) Appropriately qualified and trained personnel will perform the services and determine the outcome of testing, assessments and reviews. BSI may change such personnel at any time and may carry out audits remotely and/or use technology to capture client information where in BSI’s opinion it is reasonable to do so.
- 9) Client will promptly provide to BSI (throughout the duration of the Contract):
 - a) complete and accurate information (including any and all documents) relevant to the services including any updates;
 - b) access to the datasets and models, including source code and raw data in client’s systems used in training, validation and testing of the AI system by Client, through APIs, supervised



walkthroughs, or further appropriate technical means and tools enabling remote access. For this purpose, no data will be transferred to BSI;

- c) responses to all relevant and reasonable queries of BSI at any time and reasonable assistance including access to premises to permit BSI to investigate third party complaints of Client's use of the services;
 - d) access to its sites and availability of appropriate personnel on dates agreed with BSI and at any other time for BSI's unannounced visits if so required to comply with clauses 7.a, 7.b or 7.c above;
 - e) access to any third party site reasonably required by BSI to comply with clauses 7.a 7.b or 7.c above (and Client undertakes to BSI that it will obtain the third party's consent for BSI to gain such access);
 - f) the means necessary to enable BSI to observe the activities of Client if so required to comply with clauses 7.a 7.b or 7.c (as above);
 - g) details of all health and safety rules, security and other requirements for visitors to its sites in advance of any audit by BSI;
 - h) notification of third-party complaints received by Client in respect of Client's AI system and/or the products or services incorporating the AI system and steps taken to resolve them; and
 - i) for hybrid or remote audit services, such technical capabilities on site as are reasonably required to support the requirements of the audit as may be notified to Client in advance. This will include access to a wireless internet connection of sufficient bandwidth and reliability so as to allow video communication between BSI personnel on and off-site and consent for BSI personnel to engage in such communications (including the communication of any ancillary images from Client site).
- 10) Client shall immediately notify BSI of any event which may adversely affect the outcome of the services which may cause BSI's failure to comply with clauses 7.a., 7.b., and 7.c. above;
- 11) Client will take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the services.
- 12) BSI will not investigate nor confirm the truth, accuracy or completeness of any information provided by Client and BSI accepts no liability for any losses, costs or damages suffered or incurred by Client arising out of any incomplete or inaccurate information.
- 13) BSI may subcontract the whole or any part of the services to third party suppliers, and provided that such subcontracting does not cause BSI to be in breach of clause 7, and after ensuring that such sub-contractor owes the same duty of confidentiality to BSI as BSI owes to Client. BSI shall take full responsibility for the tasks performed by the subcontractors.
- 14) Audit services may be delivered on location, remotely or in hybrid fashion unless Client notifies BSI prior to entering into the Contract or otherwise on 6 months' advance written notice that it



does not wish to be audited via remote or hybrid means. During hybrid or remote audits, BSI will not record or store any video communications and no personal data will be collected or processed in the course of such communications.

- 15) If Client wishes to change the agreed date for a site visit, it must provide BSI with at least 60 days' written notice of its intention to do so.
- 16) Client acknowledges that regulatory third-party observers may accompany BSI from time to time at a site visit but only if subject to confidentiality obligations to the same level as those BSI owes to Client under this Contract. BSI will provide the identity of such observer prior to any visit. Client will not be charged any additional fees for such observer.
- 17) Client shall not put people acting on behalf of BSI in a position in which their independence, objectivity, safety or health may be put at risk.
- 18) BSI personnel may abort a visit while on Client's site without BSI being in breach of Contract if they believe there is a risk to safety or Client does not comply with relevant health and safety rules.
- 19) BSI may refuse to issue any certificate or other document verifying compliance with any law, standard, rule or scheme, or revoke or suspend such issued certificate or other document, if in its reasonable opinion Client does not comply with the requirements of the relevant law, standard, rule or scheme, or fails to comply with any of its obligations under the Contract and/or the General Terms and Conditions, or uses BSI's services in such a manner that may be misleading or that may bring BSI into disrepute. BSI cannot be held liable for any losses suffered by Client as a result of the refusal to issue, the withdrawal or the suspension of a certificate for the reasons given in this clause.
- 20) The report produced by BSI in the course of providing the services will constitute the sole deliverable for the services and BSI will have no obligation to update the report after its issuance, save where Client reasonably requires updates in relation to incomplete or inaccurate information contained in the report.
- 21) BSI will at all times remain the owner of all certificates and reports that it issues pursuant to the services. BSI grants to Client a limited non-exclusive licence to display a certificate issued by BSI for so long as it remains valid, either under the terms of this Contract or on the face of the certificate. Client will not use BSI's intellectual property rights in any Materials except solely to the extent permitted under the Contract.
- 22) The Client shall not and shall ensure that no other person shall amend, abridge or present the certificate in any form other than that issued in final form by BSI. The Client agrees to indemnify and hold harmless BSI against all liabilities, damages, penalties, fines, costs, losses and expenses including reasonable legal fees and proceedings suffered or incurred by BSI arising out of or relating to a third party's reliance on an altered certificate.



- 23) All intellectual property rights in any BSI Logo remains vested in BSI. All goodwill through Client's use of any BSI Logo shall vest in BSI and to the extent any such rights accrue to Client, Client hereby assigns them to BSI. Client shall only display the BSI Logo in the form approved by BSI, in accordance with any guidelines and instructions provided by BSI from time to time and only in connection with the products and/or services as specified on the relevant certificate.
- 24) Client shall not use, or apply for registration of, any trademark which consists of, or comprises, or is confusingly similar to any BSI Logo or do, or omit to do, or permit to be done, any act that, in BSI's reasonable opinion, may weaken, damage or be detrimental to any BSI Logo or the reputation or goodwill associated with the BSI logo.
- 25) Client warrants and represents:
- a) that it owns or otherwise has the rights in and to all documents and information it provides to BSI, including all and any intellectual property rights therein; and
 - b) that neither the Client nor BSI shall infringe the rights of any person, including any intellectual property rights, through BSI's having in its possession or by BSI's use of the documents and information provided to BSI to provide the services.
- 26) The licence in clause 21 includes a non-exclusive licence for Client to display the BSI-owned logo (BSI Logo) or third party-owned logo as specified on the relevant certificate, on or in conjunction with the products or services to which the certificate relates, in accordance with the terms of this Contract and, in respect of third party logos, any third party terms. Client may not sub-license or transfer the right to display any certificate issued by BSI, BSI Logo or third party-owned logo to any other party. Client may not amend the content or change the appearance of the certificate or the BSI logo. The licence in clause 21 ends on expiry or termination for any reason of the Contract or relevant certificate. On expiry or termination, Client shall cease all use of the relevant BSI Logo or third party-owned logo.
- 27) Client may disclose a report issued by BSI pursuant to its services to any third party provided Client complies with this clause 27. The report must not be amended, abridged or presented in any form other than that issued in final form by BSI. Client agrees to indemnify and hold harmless BSI against all costs, losses including reasonable legal fees and proceedings suffered or incurred by BSI arising out of or relating to a third party's reliance on a report disclosed by Client, whether or not disclosed with BSI's prior written consent.
- 28) For all certification services, BSI may disclose or put into the public domain, on a website or by any other means, Client's name, scope of certification, as well as details of the issuance, suspension, revocation or termination of a certificate.
- 29) To appeal the outcome of a certification service, Client must serve BSI with written notice of appeal within 21 days of receipt of the outcome intended to be appealed. Notice must be addressed to BSI's Compliance and Risk Director.



- 30) Appeals relating to a certification decision are heard in accordance with BSI's internal appeals procedure. The decision of BSI will remain in force pending the outcome of the appeal, which Client and BSI each agree will be final.
- 31) BSI may recover from Client all reasonable costs it incurs in connection with Client appealing the outcome of a certification decision where the outcome of that appeal finds in favour of BSI.
- 32) BSI will keep Client information confidential for a period of 6 years from receipt and delete it thereafter and will not use or disclose it except in the following situations:
- a) for the purpose of exercising or performing its obligations under the Contract;
 - b) to the extent required by law, any governmental, regulatory or accreditation authority, or court in any jurisdiction; or
 - c) to the extent required to be disclosed if, in the reasonable opinion of BSI, the health or safety of consumers may be at risk.
- 33) Clause 32 shall not require BSI to delete Client information that it is required to retain by applicable law, or to satisfy the requirements of any regulatory authority or body of competent jurisdiction to which BSI may be subject relevant to the services.
- 34) Within 14 days after the end of each calendar month, BSI shall submit to the Client an invoice for the fees payable in respect of the services which BSI has provided during the applicable calendar month. The Client shall pay such invoices within 30 days after receipt of such invoice. The services are severable and may be invoiced separately.
- 35) Payments may only be made by electronic transfer to the account detailed on the invoice issued by BSI. On making a payment, Client is to provide the relevant invoice number and its customer account number (as stated on the invoice).
- 36) If Client reasonably believes an invoice includes a sum which is not valid and properly due:
- a) Client shall notify BSI in writing within 5 days of receipt of the disputed invoice;
 - b) Client's failure to pay the disputed sum shall not be deemed to be a breach of this Contract; and
 - c) following resolution of the dispute, which the parties shall negotiate in good faith, to the extent that Client is obliged to pay an amount, then the original payment terms of the disputed invoice shall continue to run as if no dispute had been raised. Failure to settle such invoice in accordance with the payment terms shall permit BSI to charge interest in accordance with clause 39 from the original due date until the date of payment.
- 37) Client will pay to BSI (unless due to BSI's fault or a force majeure described in this Contract):
- a) the fees;
 - b) reasonable expenses and disbursements that BSI incurs in providing the services;



- c) the full fee for a site visit or document review service if changed by the Client on less than the notice requirements set out in clause 15, or for a site visit aborted by BSI due to the grounds in clause 18;
 - d) the Application Fee; and
 - e) the Annual Management Fee for every year of the Contract (the Annual Management Fee is non-refundable should the Contract terminate during the course of a year for any reason);
 - f) a fee if Client requests to change its details on a certificate which does not affect its validity and BSI in its sole discretion issues a revised certificate on the same terms and validity.
- 38) Client will be held immediately in default without any notice of default being required if payment is not received within the period specified by clause 34.
- 39) In the event of default, Client will be liable to BSI for the payment of statutory interest (wettelijke rente) over the outstanding amount as defined in Section 6:119 of the Dutch Civil Code, with the addition of 2.5% from the date on which Client was held in default until the date of full and final settlement.
- 40) On termination of the Contract for any reason (except due to breach of Contract by BSI), all fees outstanding are due and payable immediately.
- 41) Nothing in this Contract shall limit or exclude BSI's liability to Client for death or personal injury caused by BSI's negligence or fraud or fraudulent misrepresentation.
- 42) Subject to clause 41, BSI will not be liable to Client for:
- a) any loss of profit, loss or damage to goodwill, loss of or corruption of software, data or information, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise; and
 - b) any loss, damage or expense arising from:
 - i) a failure by Client to comply with any of its obligations under the Contract;
 - ii) any actions taken or not taken on the basis of the report, certificate, notes, e-mails or other documents;
 - iii) any incorrect results or report, certificate, notes, e-mails or other documents arising from unclear, erroneous, incomplete, misleading or false information provided to BSI by Client.
- 43) Subject to clause 41, the total liability of BSI to Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract will not exceed an amount equal to the annual fees payable by Client under the Contract. This limitation of BSI's liability will survive termination of the Contract.
- 44) Client will indemnify and hold harmless BSI against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of reputation



and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by BSI arising out of or in connection with any claim made against BSI by a third party arising out of or in connection with:

- a) BSI performing the services;
 - b) Client's AI Management System which is the subject of the certification;
 - c) breach by Client of clause 21.
- 45) Client is liable for damage or injury to the goods or personnel of BSI or to third parties if the injury was caused during the time spent in or on the premises of Client or third party in connection with the performance of the Contract.
- 46) Either party may terminate the Contract at any time by giving the other party not less than 3 calendar months' written notice of its intention to do so.
- 47) Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract with immediate effect by notice:
- a) if Client breaches any material obligation and such breach remains unremedied after 30 days from the date of notification of such breach by BSI; or
 - b) if a material breach is incapable of remedy; or
 - c) if, in the reasonable opinion of BSI, Client acts in such a manner that may bring BSI into disrepute; or
 - d) if the Client has failed to make a reasonable effort to comply with its obligations set out in clause 9 and this remains unremedied after 14 days; or
 - e) should BSI have reasonable grounds for believing that the Client does not comply with the requirements of any law, rules or regulations.
- 48) Without prejudice to any rights that have accrued under the Contract, either party may terminate the Contract immediately if the other party is unable to pay its debts as they fall due, or has appointed a receiver, administrator or manager over its assets, or goes into liquidation (except for the purpose of solvent reconstruction or amalgamation), or enters into a voluntary arrangement with its creditors, or ceases or threatens to cease its business.
- 49) BSI will not be in breach of the Contract if it is not reasonably possible to perform an obligation due to circumstances beyond its reasonable control. Circumstances beyond its reasonable control include but are not limited to flood, fire, earthquake or other acts of God; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots, epidemic or pandemic; strikes, labour stoppages or slowdowns; and any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including imposing an embargo, export or import restrictions, or failure by subcontractors, suppliers or companies engaged by BSI to perform their obligations or perform them in good



time. If the period of non-performance continues for sixteen weeks, BSI may terminate the Contract by giving 14 days' advance written notice to the other party.

- 50) Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other.
- 51) The Contract is personal to Client. Client may not assign, transfer or deal in any manner with its rights and obligations under the Contract. BSI may assign its rights under the Contract to a BSI group company.
- 52) BSI may subcontract its obligations under this Contract.
- 53) The Proposal and General Terms and Conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering the Contract, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract.
- 54) If there is an inconsistency between any of the provisions of the Contract and any master services agreement, purchase proposal, Client's standard conditions of purchase or any other document stated to be relating to BSI's services or the Contract, the provisions of the Contract shall prevail.
- 55) A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 56) A failure to or delay in enforcing a right or remedy under the Contract or General Terms and Conditions does not constitute a waiver of that right or remedy.
- 57) If this Contract has been translated into a language other than English, the English version will prevail to the extent of any inconsistency with the translation.
- 58) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the remainder of the Contract shall not be affected.
- 59) Any notices to a party in connection with the Contract must be in writing and sent by email or delivered to the party's address set out in the Contract.
- 60) The law of The Netherlands governs the Contract and General Terms and Conditions. The Courts of Amsterdam have non-exclusive jurisdiction to settle any disputes or claims arising out of it.