

General Terms and Conditions of BSI Group The Netherlands B.V.

1. The private limited liability company under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*) BSI Group The Netherlands B.V. (hereinafter referred to as: "**BSI**") will carry out work for the client (hereinafter referred to as: "**Client**") with due observance of the General Terms and Conditions of BSI (hereinafter referred to as: "**the General Terms and Conditions**").
2. The agreement to provide services (*overeenkomst van opdracht* ex. article 7:400 BW) between BSI and Client (hereinafter referred to as: "**the Contract**") will be formed as soon as Client accepts BSI's offer in writing (this can be done by confirming the offer by electronic or other means (hereinafter referred to as: "**Effective Date**").
3. The General Terms and Conditions are applicable to BSI's offers, to the Contract, to any amendments or additions to the Contract, to subsequent contracts between BSI and Client and to all legal and other acts for the preparation and performance of the Contract.
4. BSI will make every effort to provide its services in compliance with:
 - a. all applicable legislation and regulations;
 - b. all relevant international standards that govern the provision of accredited certification services;
 - c. BSI Group's Code of Business Ethics which can be found on our website.
5. 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.
6. Client will provide to BSI (throughout the duration of the Contract):
 - a. complete and accurate information relevant to the services including any updates;
 - b. immediate notification of any event which may adversely affect the outcome or continued use of any BSI service or which if left unattended may cause BSI to misrepresent compliance with clauses 4.a, 4.b or 4.c above;
 - 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. notification of third-party complaints received by Client of Client's products or services and steps taken to resolve them;
 - e. access to its sites on dates agreed with BSI and at any other time for BSI's unannounced visits if so required to comply with clauses 4.a, 4.b or 4.c above;
 - f. details of all health and safety rules, security and other requirements for visitors to its sites in advance of any site visit by BSI;
 - g. access to any relevant third-party site reasonably required by BSI (and Client undertakes to BSI that it will obtain the third party's consent for BSI to gain such access);
 - h. 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).
7. For Conformité Européenne (**CE Marking**) services conducted by BSI, in addition to the obligations in clause 6, the client will provide throughout the duration of the contract information, and assessments made of:
 - a. all vigilance reports relating to the relevant product or device;
 - b. any limit or prohibition imposed by any regulator on the use or marketing of such product;
 - c. changes to the quality management system or product or device;
 - d. changes to the approved design of the relevant product or device;
 - e. changes to the intended use of or claims made for the product or device;
 - f. changes to the approved type of product or device;
 - g. changes to any substance incorporated in or utilised for the manufacturing of a product or device for which BSI is obliged to employ specific procedures of review under any relevant law;
 - h. an undertaking, warranty and representation to BSI that, when displaying the CE Marking following a conformity assessment, Client's declaration of conformity of the relevant product will be accurate in all respects.
8. For information required relating to any changes of the Client's management system, device, use or type of device, or substance as required in clause 7 above, the Client shall submit such plans for changes and relevant information for BSI review and, if appropriate, approval prior any changes being made.
9. BSI will not investigate or 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.
10. BSI may sub-contract the services to third party suppliers provided that such sub-contracting does not cause BSI to be in breach of clause 3 and after ensuring that such sub-contractor owes the same duty of confidentiality to BSI as BSI owes to Client.
11. Audit services may be delivered on location, remotely or in hybrid fashion unless Client notifies BSI prior to entering into these terms 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 does not record or store any video

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communications and no personal data is collected or processed in the course of such communications.

12. If Client wishes to change the agreed date for a site visit or a document review service, it must provide BSI with at least 60 days' written notice of its intention to do so.
13. 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.
14. 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.
15. 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, 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.
16. BSI will at all times remain the owner of all certificates (**Certificate**) 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.
17. The licence in clause 16 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 16 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.
18. 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.

19. Client shall not use, or apply for registration of, any trade mark 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.
20. Client may disclose a report issued by BSI pursuant to its services to any third party provided Client complies with this clause 20. 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.
21. Client will take such action as is necessary to prevent distribution of any counterfeit product purporting to be the Client's product and to which any BSI services may relate. Client will notify BSI of such counterfeit product and its proposals to prevent it from being distributed as soon as possible in writing. At its discretion, BSI may make a public statement concerning the counterfeit product. Failure to comply with this clause 21 is material breach of this Contract.
22. To appeal the outcome of an accredited service, Client must serve BSI with written notice of appeal within 21 days of receipt of the outcome intended to be appealed on penalty of forfeiture of the right of appeal. Notice must be addressed to BSI's Compliance and Risk Director.
23. Appeals are heard pursuant to the appeals procedure under the accreditation rules governing BSI. The decision of BSI will remain in force pending the outcome of the appeal, which the Client and BSI each agree shall be final.
24. 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.
25. 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 (in which case, BSI shall notify Client if legally able to and within a commercially reasonable time):
 - 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.

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26. Clause 25 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.
27. Payment terms are 30 days net. Multiple services are severable and may be invoiced separately.
28. 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).
29. 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;
 - 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 33 from the original due date until the date of payment.
30. Client will pay to BSI (unless due to BSI's fault or a force majeure described in this Contract):
 - a. the fees for the services
 - b. reasonable expenses and disbursements that BSI incurs in providing the services that are accompanied with supporting documents that are reasonably necessary for Client to check them
 - c. the current rate for the time BSI is required to spend to investigate any third-party complaint, or any alleged non-compliance with the relevant law, standard, regulation or scheme;
 - d. the full fee for a site visit or document review service if changed by Client on less than the notice requirements set out in clause 12, or for a site visit aborted by BSI due to the grounds in clause 14 above;
 - 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. the Application Fee for the first year of the Contract (and, if an initial assessment is not conducted within one year of the Effective Date, Client will need to reapply for such services and pay a further Application Fee); and
 - g. 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.
31. BSI's fees are exclusive of sales, value added tax or other tax.
32. Client will be held immediately in default without any notice of default being required if payment is not received within the set term.
33. 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.
34. BSI may increase its fees annually by no greater than an amount equal to 10% of the fees charged in the year of increase. BSI may increase its fees by a greater amount, but only once it has given Client prior written notice. On receipt of such notice, Client may 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 accept the higher increase.
35. On termination of the Contract for any reason (except due to breach of Contract by BSI), all fees outstanding are due and payable immediately; and for testing services, all fees are due and payable if the test items have been received by BSI prior to date of termination.
36. 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.
37. Subject to clause 36, BSI will not be liable to Client for any loss of profit, loss or damage to goodwill, 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, nor, if testing services are being provided, for damage to any item submitted for testing.
38. Subject to clause 36, 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.
39. All statutory and contractual rights that BSI can invoke to shield itself from liability are also applicable to all those - including subordinates and non-subordinate third parties - that are involved in the performance of the Contract and for which BSI is liable.
40. 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.
41. 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.
42. Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract with immediate effect by notice:

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- 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 Client challenges the validity or ownership of any BSI intellectual property rights; or
 - d. should BSI have reasonable grounds for believing that Client does not comply with the requirements of any law, standard or scheme applicable to its services; or
 - e. if, in the reasonable opinion of BSI, Client acts in such a manner that may bring BSI into disrepute.
43. 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.
44. For CE Marking services:
 - a. Client agrees to indemnify and hold harmless BSI and its group companies against any costs or losses that BSI or its group company may suffer or incur through, arising out of or in connection with, any claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions made against BSI or its group company by any third party in relation to: (i) Client's failure to comply with any regulation or law specifically governing CE Marking; (ii) Client's use or display of the CE Marking in relation to the relevant product; (iii) any change made to the product tested, which has not been re-tested by BSI; (iv) the product not being or alleged not to be fit for purpose, whether such allegations are subsequently supported in fact or not. This indemnity shall remain binding after the termination of the Contract.
 - b. On expiry or termination of a relevant Certificate for any reason which has not been replaced, Client will immediately cease the use and display of the CE Marking on the relevant product, whether sold or not.
45. A party will not be in breach of the Contract if it is not reasonably possible to perform an obligation due to circumstances beyond that party's reasonable control. If the period of non-performance continues for sixteen weeks, the party unaffected may terminate the Contract by giving 14 days' advance written notice to the other party.
46. 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.
47. 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.
48. The Contract 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.
49. 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.
50. A person who is not a party to the Contract shall not have any rights under or in connection with it.
51. 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.
52. 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.
53. 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.
54. 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.
55. 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.