

TERMS AND CONDITIONS OF BUSINESS

DEFINITIONS

"THE COMPANY" means IFC Certification Limited (registered in England, No.4777898) referred to as IFC Certification, whose registered office is at 20 Park Street, Princes Risborough, Buckinghamshire, HP27 9AH

'CLIENT' means the person, company, firm or other body which is responsible for the product certified.

'AGREEMENT' means a contract for the provision of the Certification Services as set out in the Contract Schedule or Company declaration (normally consisting of Scheme rules, these Terms and a Fee sheet or quotation) as appropriate. The contents of the Contract Schedule or Company declaration may be amended, modified or supplemented from time to time in accordance with these Terms.

'USER' means the person, firm company or other body that uses the product or system being certified.

'CERTIFICATION' means approval, registration or licensing of products.

'PRODUCT' means any manufactured item which is the subject of a certificate under any scheme or certification process issued by the Company.

'CERTIFICATE SCHEDULE' means a descriptive document listing any product(s) named or to be named in the Certificate.

'CONTRACT SCHEDULE' means an additional document outlining the scope of the Agreement between the Company and the Client.

'CERTIFICATE' means the documented issued to the Client detailing the extend of certification issued to them by the Company.

RESPONSIBILITIES OF THE CLIENT

General

The Client shall at his own expense supply IFC Certification personnel with copies of all documents, materials, information and data that may effect the Certification decision and be necessary to perform the Certification service. The Client shall ensure the accuracy of all this material and insure against its accidental loss or damage. The Client shall at his own expense retain duplicate copies of all this material. IFC Certification shall have no liability for any loss or damage, howsoever caused to these items.

The Client shall take all necessary measures to ensure that the manufacture of the product is as approved by IFC Certification and no changes which may affect the quality or performance of the product shall be made unless notice of the proposed change has been given and written authorisation obtained from IFC Certification.

Should the Client be or become aware of any shortfall in the performance of the product or service, howsoever caused the Client shall inform IFC Certification immediately.

The Client shall permit periodic assessments and provide access to the facilities identified on certificates issued by IFC Certification for the maintenance of certification.

The Client shall ensure that IFC Certification assessors are accompanied at all times by a representative of their Company. The Client's representative shall operate any equipment or machinery including computer terminals to access information.

Product Certification Schemes

The Client shall, where required in the scheme documents:

- provide the user of the certificated products with adequate instruction for the proper siting, installation, maintenance, and operation and where required by law, disposal of the product.
- provide services to ensure proper installation, inspection or maintenance for products of such nature that it would not be reasonable to expect the average user to be able to provide such installation, inspection or maintenance.

Keep adequate records to demonstrate the traceability of finished products such that a product recall (if required) would be possible in a reasonable timeframe.

Keep such records as are deemed necessary for the satisfactory control of the business processes defined by IFC Certification either contained in the scheme document(s) or any associated documents which form part of the



requirements of IFC Certification. This will include but is not limited to Quality Records and Customer complaints (including all associated documents used to determine the complaints nature).

The Client shall only use the IFC Certification Mark and/or claim certification for the manufacture of products identified on current Certificates and/or schedules issued by IFC Certification.

All products identified on valid Certificates must bear the correct use of the appropriate IFC Certification mark.

The Client shall provide IFC Certification with samples of approved product(s) which are representative of current production methods for re-examination or re-assessment on request.

RESPONSIBILITIES OF IFC CERTIFICATION LTD

IFC Certification may at any time make any changes to the Certification scheme which are necessary to comply with any applicable safety or other statutory requirements, or which are necessary to comply with the relevant standards and guidelines or which are necessary to meet the requirements of the relevant accreditation authority.

IFC Certification reserves the right in its sole judgement to change or revise its, criteria, methods or procedures, however, reasonable notice shall be given to Clients such that continued compliance with IFC Certification requirements is practicable.

IFC Certification, its employees and agents agree to maintain as confidential and not to use or disclose to any third party any information supplied or derived from the Client in connection with the Services without the consent of the Client except where it is necessary to enable IFC Certification to perform its services or where they are required to do so for legal reasons.

The following shall not be subject to such restrictions:

- Information which was already in the possession of IFC Certification prior to its disclosure by the Client.
- Information which is or shall lawfully become part of the public domain
- Information which is necessary to enable IFC Certification achieve or maintain its accreditation

CHARGES

The Client shall pay to IFC Certification the charges set out in the Agreement.

All charges quoted to the Client for the provision of the Certification Services are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate.

All sums payable to IFC Certification shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of IFC Certification's invoice. If payment is not received by the due date, IFC Certification may suspend or withdraw certification.

Initial assessments and testing, will not be conducted until payment has been received.

If payment is not made on the due date, IFC Certification shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4% above the base rate of Lloyds Bank Plc from the due date until the outstanding amount is paid in full.

In the event of any non-payment of fees, IFC Certification reserves the right to exercise a lien over all goods, services and reports supplied and which are subject to the non-payment and that remain separately identifiable.

VARIATIONS TO AGREEMENT

Services required beyond the Contract Schedule or Company Declaration will not be undertaken without written acceptance by the Client of a revised Contract Schedule or Company Declaration and agreement to any additional charges.

SAFETY

Where IFC Certification is required to access the property of the Client for the purposes of carrying out Certification Services then the Client shall provide unhindered access together with all relevant working facilities required by IFC Certification and shall provide safe access and a safe working environment which complies with all health and safety law requirements.

The Client shall make a full and immediate written disclosure to IFC Certification of all relevant information concerning any defect in or potential hazards of the product being submitted hereunder.

WARRANTIES AND LIABILITY

IFC Certification shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

Except in respect of death or personal injury caused by IFC Certification's negligence, or as expressly provided in these Terms, IFC Certification shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of IFC Certification, its servants or agents or otherwise) which arise out of or in connection with the provision of the Certification Services or their use by the Client and the entire liability of IFC Certification under or in connection with the Agreement shall not exceed the amount which has actually been paid by the Client to IFC Certification for the provision of the its services, except as expressly provided in these Terms.

IFC Certification shall not be liable to the Client or be deemed to be in Breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract Schedule or Company declaration, if the delay or failure was due to any fire or explosion, the loss of or damage to any products or materials in the course of carrying out any investigations or tests on them or any cause beyond IFC Certification's reasonable control.

IFC Certification does not imply or express any warranty of any kind with respect to the Client's product and IFC Certification assumes no responsibility for defects, failure in service or patent infringement. IFC Certification shall have no liability to the Client for loss, damage, costs, expenses or other claims for compensation arising from provision of non-conforming product for whatever reason.

IFC Certification provides Certification of products as "fit for purpose" in its opinion using relevant standards and guidelines or which are necessary to meet the requirements of the relevant accreditation authority. Whilst in our opinion a Product complies with these documents and every reasonable effort is made to ensure that it satisfies these documents, no absolute guarantee can be given as to the ultimate acceptability of the products or Certificates to any Regulatory Body whose approval may be required by the Client.

The Client agrees to indemnify IFC Certification against any losses suffered by or claims made against IFC Certification as a result of misuse by the Client of any approval or licence granted by IFC Certification under this Agreement.

OWNERSHIP & COPYRIGHT

The copyright and ownership of the Certificate and any Certificate Schedules remains vested in IFC Certification. The use of all marks, logos, Certificates, Certificate Schedules and the IFC Certification name must not extend either outside of the Agreement or beyond any termination date and all existing references must be removed (to include but not limited to; vehicle markings, publicity materials, websites, letter heads flyers).

All Certificates & Certificate Schedules remain the property of the Company and must be returned to IFC Certification or destroyed (proof required) upon request or at termination of the Agreement.

Authority to reproduce logos, Marks, Certificate Schedules and Certificates must be sort in advance and will not be unreasonably withheld. Use of the Mark is the subject of additional documentation dependent on the type of product being Certificated and will be provided separately as appropriate.

TERMINATION

At the date of termination of this Agreement for whatever reason any certificate or licence or listing issued under this Agreement shall immediately cease to be valid.

The Agreement may be terminated immediately by IFC Certification, due to unsatisfactory performance, unsatisfactory results in meeting requirements of re-examination, unsatisfactory quality system, or where fraud, deception or misleading information has been supplied by the Client or for violation of or non-conformance with any part of this Agreement.

IFC Certification shall not be required to fulfil its duties and obligations under the Agreement and the provisions of this clause shall not apply if at any time IFC Certification is prevented from fulfilling its duties and obligations by any acts or omissions of the Client or the Client's personnel provided always that in order to avail itself of this provision IFC Certification must give written notice to the Client of any such act or omission of the Client within 72 hours of the occurrence of such act or omission.

Either party may terminate the Agreement forthwith by notice in writing to the other if the other:

- Commits a Breach of the Agreement which in the case of a breach capable of remedy shall not have been remedied within 14 days of the receipt by the other of a notice from the innocent party identifying the Breach and requiring its remedy;
- Is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the Client resulting from such

- reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under the Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts.

ASSIGNMENT

Neither party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of the Agreement without the prior written consent of the other.

ENTIRE AGREEMENT

The Agreement embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written Agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither party shall be entitled to rely on any understanding or arrangement, which is not expressly set forth in the Agreement.

GOVERNING LAW

The Agreement shall be governed by and construed in accordance with English Law.