

## SUPPLEMENTARY GENERAL TERMS AND CONDITIONS

### SGS Product & Process Certification

#### 1 Definitions

For the purpose of these Supplementary General Terms and Conditions the following definitions apply:

- 'Applicant': the person or legal entity who wishes to be certified by SGS;
- 'SGS': SGS Product & Process Certification, a section of SGS Nederland B.V.;
- 'Certificate': the document, issued by SGS, confirming that requirements stated by the specified standard are met;
- 'Certification-mark': the logotype as it appears on the certificate;
- 'Certified Body': the person or legal entity who has received the certificate from SGS;
- 'Audit': the inquiry on location that as such forms part of the operational activities of SGS in order to determine whether requirements for certification are being met.

#### 2 Scope

These Supplementary General Terms and Conditions are applicable to all certification-agreements.

#### 3 Realization and duration of the certification-agreement

- 3.1 The certification-agreement is entered into after acceptance by SGS of the request for certification signed by the applicant. The certification-agreement includes: the request for certification, the General Terms and Conditions, these Supplementary General Terms and Conditions and if present the offer.
- 3.2 The certification-agreement is entered into for an indefinite period of time.
- 3.3 Without prejudice to the provision of Article 16 of the General Terms and Conditions, SGS shall be entitled without term of notice to terminate the certification-agreement after a period of three months has lapsed following the decision not to adjudge the certificate or to revoke the certificate, unless the applicant or former certified body has made a new request for certification within this period of three months.

#### 4 Exclusivity

The applicant explicitly, irrevocably and exclusively credits SGS with the agreed assignment.

#### 5 Validity of the certificate

- 5.1 The certificate is valid from the moment SGS has decided to adjudge the certificate.
- 5.2 The certificate exclusively stands for the person or legal entity to whom it was issued. The certificate can not be transferred to third parties. The validity of the certificate expires:
- at the end of the validity term as mentioned in the certificate;
  - at termination of the certification-agreement.
  - if (the right to use) the certification-mark isn't used in good faith or is used incorrectly or improperly.
- 5.3 SGS shall be entitled to withdraw the granted certificate:
- if valid requirements are not met at the time of the audit;
  - if intermediate modifications of the requirements, which were accepted beforehand, are not met;
  - if the obligations, resulting from the certification-agreement, are not fulfilled by the certified body;
- 5.4 The suspension of the certificate shall be notified in writing to the certified body and shall be effective 5 days after forwarding of the notice, which is sent by registered mail. The suspension is a temporary measure, which shall not exceed a period of three months.
- 5.5 If during the suspension the shortcoming(s) has (have) not been resolved, the certificate shall be withdrawn. The withdrawal of the certificate shall be notified to the certified body in writing and shall become effective 30 days after forwarding of the notice. In case of expiry or withdrawal the certificate shall immediately be forwarded to SGS by registered mail and the former certified body shall abstain from any further use of or reference to the certificate and/or the certification-mark. In case of violation of this the certified body forfeits an immediate claimable fine not subject to judicial mitigation of two thousand and five hundred Euro (€2,500,-) per violation. Withdrawal will be made public in an appropriate manner. The former certified body shall reimburse all costs involved. Notice of appeal against the withdrawal can be given within 30 days.

#### 6 Obligations of the applicant c.q. certified body

During the validity of the certificate the certified body shall be obliged to meet the requirements for certification valid at the time of certification and also after any modifications applied after the commencing date of the certificate. The certified body shall take adequate measures hereto. SGS is entitled to satisfy itself of the effectiveness of these measures and also to verify their application.

#### 7 Certification-mark

During the period of validity of the certificate the certified body has the right to refer to the certificate and to use the certification-mark. Under certain conditions to be determined by SGS it is permitted to mark products or packing with the certification-mark. If the certification-mark is used after the validity of the certificate has expired or if during the validity of the certificate the certification-mark isn't used in good faith or is used incorrectly or improperly the certified body forfeits an immediate claimable fine not subject to judicial mitigation of twelve thousand and five hundred Euro (€ 12,500.00) per violation per day. In such a case SGS also has the right to notify the authorities and Consumer Organizations. Moreover from the moment SGS ascertains that the certification-mark isn't used in good faith or is used incorrectly or improperly SGS will immediately declare the certificate invalid (see article 5.2).

#### 8 Complaints register

Complaints having any relation to the requirements for certification shall be registered by the certified body. The certified body shall be obliged to take all possible actions to prevent escalation of the subject for complaint and to prevent recurrence. The certified body shall be obliged to settle complaints as soon as possible and in a reasonable manner. The register shall be looked into at every audit by the auditor of SGS.

**9 Designation of auditors**

The applicant can object against the auditor(s) designated by SGS. This objection shall be motivated and notified in writing within 8 days after forwarding by SGS of the notification of the name(s) of the auditor(s). Should the case arise SGS shall appoint one or more other auditor(s). In this case SGS is entitled to change the date of the audit.

**10 Interim re-audit**

SGS shall have the explicit right to re-audit the certified body interim if reason for such is present. Such a circumstance occurs if SGS, whether on grounds of complaints or on the basis of information known to SGS, has reason to believe (as is to be judged by SGS) that situations occur, or activities take place which do not comply with the certification-requirements or which could be detrimental to parties involved and/or parties of interest and/or SGS. The costs of such interim investigation shall be for the account of the certified body within reasonable bounds.

**11 Confidentiality**

Without prejudice to the provision of Article 11 of the General Terms and Conditions SGS shall be entitled to disclose any data to the competent authorities including accreditation bodies in case such is demanded.

**12 Publication**

Publication, by whatever means, of reports as well as letters issued by SGS to the certified body shall only be allowed for full publication and in the language in which they were drawn up. Approval in writing by SGS or the certified body shall be required in all circumstances prior to publication.

The register of applicants/candidates for certification and the register of certified bodies is public and may be published by SGS. All changes in the register of certified bodies will be made known by SGS to the accreditation bodies and -if needed- to the standard organization.

**13 Appeal**

13.1 Appeal against all decisions of SGS with respect to the certification can be made within 30 days after date. Notice of appeal shall be given by registered mail.

13.2 SGS undertakes to investigate the appeal independently and with the necessary care and will communicate her motivated decision by registered mail within 30 days after receipt of the notice of appeal. Each party itself will bear the possible costs resulting from this internal appeal procedure.

13.3 In case the appeal is dismissed by SGS a second internal appeal procedure will not be possible.

**14 Deposition**

These supplementary general terms and conditions have been filed together with the general terms and conditions in the Dutch and English language at the Registry of the Rotterdam district Court on November 13, 2002. In case of conflict of said two texts the Dutch text shall be decisive.