General Conditions for Product Conformity Assessment Services

1. GENERAL

a. Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") in relation to product conformity assessment services shall be governed by these general conditions for product conformity assessment services (hereinafter the "General Conditions").

b. The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

c. Unless the Company receives prior written instructions to the contrary from Client, 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 "Certificates of Conformity"). Client hereby irrevocably authorises the Company to deliver Certificates of Conformity to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. PROVISION OF SERVICES

a. The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

   1. the terms of any standard order form or standard specification sheet of the Company; and/or
   2. any relevant trade custom, usage or practice; and/or
   3. such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

b. Information stated in Certificates of Conformity is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, 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.

c. Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

d. Certificates of Conformity issued by the Company will reflect the facts as recorded by it at the time of its 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 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

e. The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

f. Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

g. Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

h. All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. OBLIGATIONS OF CLIENT

The Client will:

a. ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;

b. procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;

c. supply, if required, any special equipment and personnel necessary for the performance of the services;

d. ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;

e. inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

f. fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law;

g. fulfil the certification requirements including implementing appropriate changes when they are communicated by the Company. The Client must inform the Company should there be changes that may affect its ability to comply with the certification requirements. Any breach of this obligation to inform may lead to the withdrawal of the Certificate of Conformity. Furthermore the Client is bound to inform the Company of any major non conformity identified during internal audits undertaken by the Client, its partners or public authorities;

h. only makes claims regarding the certification of goods covered under the scope of the certification;

i. make all necessary arrangements for the investigation of complaints. The Client shall keep a record of all customer complaints made known to it, take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; document the actions taken; and makes these records available to the Company when requested;

j. only reproduce certification documents in their entirety or as specified by the certification scheme, if provided by the Client to third parties;

k. not use its certification in such a manner as to bring the Company into disrepute and not make any statement regarding its certification that the Company may consider misleading or unauthorized,

l. authorize the participation of third party observers if required by the Company.

4. FEES AND PAYMENT

a. Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

b. Client will promptly pay not later than 30 days from the relevant invoice date (the "Due Date") all fees due to the Company failing which interest will become due at the rate of 3 (three) times the rate of legal interest from the due date until payment is made and a fixed penalty for collection costs of 40 euros.

c. Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

d. Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

e. Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

f. In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

g. If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

   1. the amount of all non-refundable expenses incurred by the Company; and
   2. a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. SUSPENSION OR TERMINATION OF SERVICES

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

a. failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or

b. any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

The conditions for the suspension and/or withdrawal of Certificate of Conformity (CoC), Statement of Product Registration (SoR) or Statement of Product License (SoL), are set out on www.sgs.com and shall be provided by the Company upon request.

6. LIABILITY AND INDEMNIFICATION

a. Limitation of Liability:

   1. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
   2. Certificates of Conformity are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Certificates of Conformity. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Certificates of Conformity nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
   3. The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
   4. The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US$20,000 (or its equivalent in local currency), whichever is the lesser.
   5. The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
   6. In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim (the complaints and claims procedure is available upon written request) and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:
      - the date of performance by the Company of the service which gives rise to the claim; or
      - the date when the service should have been completed in the event of any alleged non-performance.

b. Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. CONVENTION ON PROOF

The Company and the Client undertake to consider the documents they exchange (in electronic form) as original documents, binding them in a full and complete manner. Consequently, the Company and the Client intend to give them a probative value, subject to compliance with contractual provisions.

The Company and the Client irrevocably agree to give to these documents the probative value accorded by the law to written documents in paper form.

The Company and the Client undertake to ensure that the content of their documents complies with obligations, in particular formal obligations, arising from Laws, Regulations and Commercial Practices. In any event, except in the case of a failure or corruption of their computer systems, the Company and the Client expressly waive their right to invoke the nullity or unenforceability of their transactions, on the grounds that they have been carried out through electronic systems.

8. BUSINESS SECRECY – CONFIDENTIALITY

The company is bound to business secrecy.

The Company undertakes to treat as confidential all commercial, financial, technical, analytical report(s) or other information obtained or generated in the course of the services provided to the Client and shall not use it or communicate it to any person, for any reason whatsoever or in any form whatsoever, without the Client's prior written consent, except to (i) prove the performance of the said Services and in particular to obtain payment for them, or (ii) in execution of a court decision that has become final and binding or (iii) at the request of a competent authority, in particular in the exercise of the powers of investigation, control, authorisation or sanction of the judicial or administrative authorities.

All information obtained about the Client from sources other than the Client will be treated as confidential. The Company must preserve the confidentiality of the source and its identity will not be disclosed to the Client, unless the source agrees to such disclosure.

In the event that the Company to which information has been regularly communicated in the context of the services provided is legally obliged to disclose it (e.g. administrative or a judicial requisition, etc.), the Company undertakes to inform the Client as soon as possible (unless prohibited by the Requesting Authority) so that the latter can take any action necessary to safeguard its rights and/or waive them. In the event that such action has not been successful or if the Client waives its right to use it, the Company undertakes to disseminate only the information required by law.

As part of its certification or accreditation evaluations, the Company may give evaluators access to the Client's information (examination of inspection reports, analysis reports, etc.).

9. PERSONAL DATA

In the context of providing the services, the Company and the Client may access and process Personal Data (hereinafter referred to as "Personal Data") as separate Data Controllers, each for their own contractual and commercial purposes. They undertake to comply with applicable regulations, including Regulation (EU) 2016/679 (hereinafter "GDPR"), to share their privacy policies with the other party, and to inform and obtain the consent of data subjects where required. Each party also undertakes to take the necessary measures to ensure the security and confidentiality of Personal Data. The Company's privacy policy is available at the following address: https://www.sgs.com/-/media/sgscorp/documents/corporate/brochures/sgs-legal-privacy-notice-clients-2008-hr-fr.cdn.fr-FR.pdf

Where the Company acts as a Data Processor on behalf of the Client, the data collected and processed are subject to the GDPR, in particular Article 28, paragraphs 3 and 4, as well as any applicable data protection legislation. The Company undertakes to process the Personal Data in accordance with the Client's documented instructions and for the purposes defined in the contract. The Client, as the Data Controller, is responsible for ensuring compliance with applicable regulations.

If the Company and the Client jointly determine the purposes and means of processing for the performance of the service, they act as Joint Data Controllers. In such case, they undertake to comply with the requirements of the GDPR and any applicable data protection legislation, as well as the responsibilities and obligations set out in the agreement established between the parties. To exercise data protection rights or for any questions regarding the processing of Personal Data in connection with the service, the Client must write to the following address: fr.privacy@sgs.com.

10. MISCELLANEOUS

a. If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

b. During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

c. Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

11. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

All disputes arising out of or in connection with the Contractual Relationship(s) hereunder shall be governed by and construed in accordance with the laws of France exclusive of any rules with respect to conflicts of laws. All those disputes shall be submitted to the exclusive jurisdiction of the competent courts of the location of the registered offices of the Company.

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When you need to be sure