

## **AFNOR UK LIMITED**

### **General Terms & Conditions of Business**

### **for the assessment of management systems**

#### **ARTICLE 1: SCOPE**

##### **1.1. Definitions**

**Certification Body** means AFNOR UK LIMITED.

**Company** means any legal person applying for certification or holding one or more certificates.

**Intermediary** means legal person selling the Certification services of the Certification Body. The Intermediary may be any affiliated companies or any agents of the AFNOR Group.

**Specific Terms** means contractual terms supplementing these General Terms and comprised of a Financial quotation and one or more Technical Appendix(ces) relating to the chosen standard(s).

##### **1.2. Contractual framework**

The Contract governing the relationship between The Certification Body and the Company is made up of these General Terms and the Specific Terms and is referred to as a "Proposal" until the Specific Terms are signed.

This Contract prevails over any other document.

It shall enter into force on the date both parties sign the Specific Terms and end upon the expiry of the certificate(s). Should the Company not achieve its certificate(s) after three years of procedure, the contract shall terminate ipso jure, without the Company being entitled to any compensation.

If the Company agrees to the renewal audit proposal sent by the Certification Body, a new certification contract resulting in new specific terms shall then become effective.

The Company shall then approve the renewal audit approximately two (2) months before the certificate term, in order to ensure time, as needed to conduct corrective actions whose purpose is to achieve compliance with standards. The renewal audit of a management system can require two (2) stages in the event of significant modifications.

#### **ARTICLE 2: PURPOSE**

Directly or by an Intermediary, the Company asks The Certification Body, which agrees thereto, to conduct an assessment of the Company's management system, with a view to the possible delivery of one or more certificate(s) based on one or more standards and a right to use the trademarks pertaining thereto.

When the standard(s) require the implementation of a guide for a specific area of business, The Certification Body provides the Company with the said "application form" of the chosen standard(s).

The choice of the standard(s) and its (their) version(s) is contained in the Technical Appendix.

#### **ARTICLE 3: DUTIES OF THE CERTIFICATION BODY**

##### **Article 3.1: Audit**

AFNOR UK undertakes to use qualified auditors and implement appropriate means to:

- assess the management system applied by the Company, to comply with the chosen standard(s), according to the Specific Terms signed,
- carry out, during the validity of the certificate(s) issued according to the foregoing provisions, follow up audits as defined in the standard(s).

The Certification Body. notifies the Company of the conditions of the audits.

### **Article 3.2: Certification**

After the above-mentioned audit and if it deems it satisfactory, the Certification Body shall issue the Company one or more certificate(s) in electronic format or on paper (on request).

If there is an electronic certificate, it will be available on the Certification Body's Website and will prove the Company's certification in real time. Furthermore, it will be completed by one or more certification documents on paper certifying the conformity with the standard(s).

The certificate(s) and certification document(s) only cover the business and sites specified in the Specific Terms in the Technical Appendix and approved during the assessment.

The certificates, certification documents and audit reports drawn up by the Certification Body, whatever the format thereof, are issued according to a standard form which may be changed without notice by the Certification Body.

The Certification Body reserves the right, at any time, to add or end any of the mentioned and/or distinctive mark(s) affixed on the certificate(s) and certification document(s).

On the Company's written request and subject to the Certification Body's approval, the certificate(s) and certification document(s) may include Marks of Recognition (information about mutual recognition agreements, approval, accreditations, respective trademarks and logos, etc.). The Certification Body's refusal of such a request shall not entitle the Company to any compensation.

The certificates and certification documents remain the property of The Certification Body and shall not be transferred, assigned, or amended in any way. They are issued for a period of three (3) years and are renewable for equal successive periods unless in the event of any law or regulation change to the contrary.

### **Article 3.3: Claims**

Should a Company dispute one of the Certification Body's decisions, it has to bring the matter up by sending a registered mail with acknowledgement of receipt to The Certification Body:

- In first instance,
  - the Certification department of the Certification Body.
- In second instance,
  - The Certification Body's Managing Director.

No appeal against a decision made by the Certification Body results in suspension of that decision.

### **Article 3.4: Trademark Rules**

Upon sending the certificate(s) The Certification Body sends the Company the general rules and trademark charter regarding the terms of use of the Certification Body trademark.

## **ARTICLE 4: DUTIES OF THE COMPANY**

The Company shall comply with the relevant certification and accreditation laws, regulations and rules. It is necessary for the Company to provide all assistance, coordination, information and materials to the relevant local authorities during any inspections.

### **Article 4.1: Obligations related to the audit**

#### **4.1.1 General obligations related to the audit**

The Company undertakes to co-operate with the Certification Body in facilitating the work of inspection of compliance of freely accepted certification rules and to pay amounts owed to The Certification Body within the terms shown on the invoice, or, if need be, to the Intermediary. The Company states that it complies with legal provisions.

It means particularly for the Company to:

- provide the Certification Body or its authorised representatives with all required work documents, specifically those used by the Company, in sufficient time to allow the Certification Body's work,
- provide The Certification Body with means to access the inspection site as well as any equipment required for its audits,
- ensure, for all personnel sent by the Certification Body, that all health and safety rules are compliant with applicable laws and regulations,
- take all required measures to help the proper performance of the Certification Body's audits,
- agree to the attendance of a silent observer and/or an auditor under supervision, and/or a technical expert, when such attendance is required from the Certification Body by standards or agreements signed by the Certification Body,
- duly sign and return notifications sent by The Certification Body. prior to any audit within the times specified therein. Failing a reply within such time, the Company shall be deemed to agree with the terms contained in the said notifications,
- send The Certification Body. as needed, by registered mail with acknowledgement of receipt, a duly motivated request to challenge any auditor, within one day following the receipt of the audit notification.

The Company undertakes to provide accurate, truthful and complete information to the Certification Body. and to disclose any information of any kind that has an impact on the certification process. More specifically, the Company shall:

- inform The Certification Body. of previous certification and/or assessment processes it engaged in and their outcomes,
- provide, as needed, the Certification Body. with the name(s) of the organisation(s) providing or that have provided advisory or similar services \*.  
*\*assistance services for designing, implementing and maintaining quality or environment management system; assistance services for achieving or increasing product or service quality; more general tasks whose purpose is to achieve or facilitate a certificate; full or partial handling of a company's management system; manual, guide and procedure writing.*
- communicate, where appropriate the level of actual integration, impacting the audit cycle certification,
- maintain and operate the Company's Quality Management System continually and effectively after the certification.
- Should the Company fail to comply with these contractual obligations, the Certification Body, on the basis of further information, shall redefine the conditions for carrying out the audit or implement, where appropriate, the termination provision.

#### **4.1.2 Specific obligations related to the audit**

**4.1.2.1** When the certification scheme according to the standard chosen by the Company allows it, and subject to validating the choice of this option in the specific conditions,

\* if the Company opts for the multitasking communication tools offered by the Intermediary or the Certification Body, it undertakes to comply strictly with the rules of use of the platform dedicated for this purpose,

\* in all cases, the security obligation of the multitasking communication tools and protection of the data exchanged in the context of distance audits is borne by the Party which ensures the implementation of the solution. The latter undertakes to implement devices to ensure optimal robustness of its IT and communications resources to protect the hosting, storage and exchange of data circulating in the context of remote audits, in the face of threats common such as worm, virus, Trojan horse, spyware, without this list being exhaustive, in order to prevent any unauthorised use, and protect the exchanges against any accidental or illicit destruction, loss, alteration disclosure, unauthorised access and against any other unlawful form of processing

**4.1.2.2** This Party therefore, irrevocably undertakes both on its own and on behalf of any person who works for him directly or indirectly, whether its own staff or its service providers and for which it answers, to make every effort to ensure that this obligation of security and confidentiality which presides necessarily over these remote exchanges, is met at all times.

Should the Company fail to comply with these contractual obligations, the Certification Body, on the basis of further information, shall redefine the conditions for carrying out the audit or implement, where appropriate, the termination provision (article 9

**Article 4.2: Obligations related to the certification.**

Article 4.2.1: Specific conditions for a scheme undergoing accreditation.

When the certification scheme requires the Certification Body to be accredited by an accreditation body, it is agreed between the Parties that, during the entire period of examination of the Certification Body's accreditation file, the certification scheme may be subject to adjustments relating to the certification process and in particular to the calculation of the number of audit days, without the Company being able to object to this. These adjustments (evolution or update), if necessary, will be the subject of an additional charge paid by the Company.

Article 4.2.3: Specific conditions for a certification system under accreditation

Regarding the certifications delivered by the Certification Body under accreditation (0022), scope available on [www.ukas.com](http://www.ukas.com), the Company hereby accepts any change in the cycle and certification process brought about by an update in the certification cycle and / or the accreditation rules, and it acknowledges that a refusal to comply in this respect shall be deemed to be a rejection of the chosen certification scheme and would be liable to result in suspension which could extend to revocation of the certificate(s) in question. Such evolution or update, if necessary, will be subject, if necessary, to an additional estimate to be validated by the Company.

Article 4.2.4: The certification cycle

The Company undertakes to:

- authorise an initial certification audit in two stages on site where appropriate and laid down by the specific standards being certified too, during the initial certification cycle of a management system. If at the request of the Company specified in the certification contract, stage 2 is conducted immediately after stage 1, the Company shall accept not to be able to benefit from the results of the stage 1 audit to prepare the stage 2 audit. In cases where any severe issues is detected by the Certification Body, i.e. that could give rise to deviations during the Stage 2 audit, the Company may decide unilaterally whether or not to maintain the date of the Stage 2 audit. The Company is informed that certification audit's results of the Stage 1 can cause cancellation or postponement of the audit of the Stage 2. As regards a renewal of a management system certification, the on-site audit is required and may include two stages whenever significant changes are made to the system.
- approve any annual follow-up audit specified in the Specific Terms and as needed, any additional audit that The Certification Body. deems necessary. The number of follow-up audits during the validity period of the certificate(s) is at least equal to two (2) – one (1) for GWO, once per calendar year. In particular, the first follow-up audit of the initial certification cycle of a management system must be organised within a maximum timeframe of twelve (12) months from the certification decision date.

The costs of follow up and additional audits shall be borne by the Company.

- provide all the necessary responses at the Certification Body's request following a complaint or other external event impacting certification,
- comply, during the validity period of the certificate(s), with the requirements of standard(s).

The Company is authorised to use under his own responsibility and in their integrity, any audit report, certificate and certification document, written by The Certification Body. in certification procedure.

It is incumbent to The Certification Body to:

- if it has not completed the audit of renewal of the certification or if it is not in a position to verify the implementation of corrections and corrective action for any major non-compliance before the expiration date of the certification, then the renewal of the certification is not recommended, and the validity of the certification is not extended.
- if it is not able to verify the implementation of the corrections and the corrective actions for any major non-compliance within one (1) month:
  - From the last day of the Stage 2, in certification audit on-site initial,
  - Which follows the expiration of the certification, in renewal of certification, it must repeat Stage 2 before recommending the certification.
- Investigate all complaints internally within 21 days from acknowledging receipt of the complaint, and in line with its internal procedures.

#### Article 4.2.5: Exceptional circumstance audits

An exceptional circumstance audit may be initiated when The Certification Body has information as to the Company's failure to comply with its contractual duties. In such a case, the Company cannot challenge any auditor.

If the information is not justified, costs pertaining to such an audit shall be borne by the Certification Body. Otherwise, they shall be borne by the Company.

#### **Article 4.3: Obligation of a multi-site organisation**

A multi-site organisation does not have to be a single legal entity, but all sites involved must have a legal or contractual link to the organisation's central function and be subject to the same defined management system, established and subject to continuous monitoring and internal audits by the central function. This means that the central function has the authority to require any site to implement corrective actions when necessary. Where appropriate, this authorisation should be included in the formal agreement between the central function and the sites.

#### **Article 4.4: Information obligations**

The Company shall inform the Certification Body if any of the business(es) to be certified is (are) subject to legal or regulatory provisions, compliance with such provisions being the Company's exclusive responsibility.

The Company shall inform the Certification Body if it uses the certification to secure a reduction in legal or regulatory inspections from Public Authorities, or to secure an approval as part of a legal or regulatory procedure, at the national, European or international level. In such case, should the certificate(s) being suspended or withdrawn, the Company shall promptly inform the Public Authorities.

After obtaining the certificate, the company shall commit itself to promptly inform The Certification Body of any occurrence which takes place such as:

- Significant complaints from the clients and related parties
- The Company's products or service are not in conformity with the statutory requirements which has been identified by the legal supervision department.
- Any accidents of quality, safety which took place relating to the product or service
- Any relevant modifications such as the legal status, operation condition, organisation status or change of ownership; legal license, change of Compulsory Certification or other kind of certificates ; change of legal representative, top management and management representative;



change of address or sites; change of quality management scopes; significant changes of the QMS and process etc.

- Any other situation significantly impacting the operation of the Quality Management System.

The Company shall promptly notify the Certification Body of any significant change, including as to the identity of the Company, its headcount, its organisation, its business, its management system, people with decision-making power or their representative(s). The Certification Body may assess the impact of such changes for the maintenance of the certificate(s).

The holder of the certificate(s) should in that event ensure that, during the transition period and until final implementation, the new system meets the requirements of the standard(s). The various stages of the system should be identified and followed.

In the event of doubt, the Company is responsible for informing the Certification Body of the potential problem resulting from the changes, with a view to handling the issue together.

#### **Article 4.5: Use of the trademark and reference to the certification**

During the validity of its certificate(s), the Company undertakes not to refer to its certification and affix, including on its website, the trademarks pertaining thereto, other than in compliance with the provisions of the Rules of the trademark charter of use.

After obtaining the certificate, the Company should commit to correctly use the certificate, the certification logo and the relevant information; it is forbidden to use the Quality Management System certificate and the relevant words or symbol in any way implies that the Company's products and/or services have been certified.

The Company agrees to remove the said link promptly on request should the Certification Body find that the contents of the Company's website are not in line with its ethics or that of the AFNOR Group, with applicable laws and regulations or contravene a national or international normative instrument.

After the validity period of the certificate(s), the Company shall refrain from using the trademark(s).

#### **Article 4.6: End of the certification contract**

When the certificate is no longer valid for any reason (non-renewal or withdrawal), the Company undertakes as from the notification, firstly to remove any mentions of the certificate(s) and of the trademark(s) from any documents and commercial material, and secondly to cease using any reference to the certification.

The Company holds available for the Certification Body, who may request the same, a complete list of technical documents and commercial material that it used.

### **ARTICLE 5: CONFIDENTIALITY**

The Certification Body shall make the information concerning the granting, suspension, reduction or withdrawal of certification available to the public. In particular, the Company authorises The Certification Body to disclose any information appearing on the certificate(s) and to mention permanently the said information on its Website, including in the directory of certified Companies, and/or directory(ies) promoting the services subscribed by the Company, and/or when applicable, on standard's owner databases, during the validity of its certificate(s).

Employed or subcontracted auditors, silent observers and any person involved in the certification process are bound by a professional confidentiality duty.

Furthermore, the Certification Body undertakes not to disclose, even partially, to any other person, any information that it may become aware of during the performance of the contract, without the Company's prior and written consent. If information is legally or by the certification scheme required to be disclosed to third parties, the Company is informed of the information supplied by the Certification Body within the limits contained in the law or the certification scheme. However, the Certification Body is allowed to provide to members of the AFNOR Group any information it has relating to the Company, except for purely technical information contained in the audit reports.

Such information relates in particular to the identification of the Company, to respective standard and to agreed terms.

The Certification Body may mention the Company in its advertising material.

This clause shall remain applicable until five years after the termination of the Contract.

## **ARTICLE 6: TERMS OF PAYMENT**

### **Article 6.1: Fees**

The fees owed to the Certification Body or, if need be, to the Intermediary are defined in the Specific Terms in the Offer.

Transport and accommodation costs (food and lodging) related to the completion of the audits shall be borne by the Company and repaid by it to the Certification Body or, if need be, to the Intermediary.

Should, for any reason, the certificate issuing procedure be suspended, amounts for the work conducted or initiated by the Certification Body shall be owed to, or remain the property of the Certification Body. Should an audit be postponed or unilaterally cancelled by the Company after accepting the completion dates for the said audit, prior to the audit commencement, the Certification Body or, if need be, the Intermediary reserves the right to ask the Company to pay 30% of the price that would have been charged had the audit been conducted. If this postponement or cancellation is requested by the Company less than 15 calendar days before the agreed commencement date of the said audit, 100% of the price of the quoted audit will be applicable, including non-refundable travel and accommodation costs.

### **Article 6.2: Payment**

For the initial certification, as for the annual surveillance and recertification audit, invoices shall be issued by the Certification Body or, if need be, by the Intermediary as scheduled hereafter: 30% upon the date of signature, the balance upon the completion of the audit.

In the absence of any contrary written agreement, fees shall be payable by bank transfer within 30 days following the date of invoice, payment by cheque is not accepted. No discount is granted for invoice settlement before due date. All auditor travel and subsistence fees will be invoiced to the client and require to be paid in full prior to any certificate being issued.

In the case of overdue payment, a penalty is due equal to the interest at the rate laid down by the Bank of England, increased by 10 points. The penalty is calculated on the overdue amount for the delayed period, inclusive of the date when payment is received, without any prior notice being necessary.

**Article 6.3.** The Certification Body reserves the right to change its prices at any time, with a 30-day prior written notice. Notwithstanding the foregoing, any planned audit duly accepted by the client will be requested and invoiced at the new price in force, as agreed in the Specific Terms.

### **Article 6.4: International banking taxes and charges**

In case of services performed outside the national territory of the Certification Body, the Company shall pay the authorities and/or the appropriate local authority, any direct and indirect national taxes and/or duties resulting hereto and shall undertake to provide, on request from the Certification Body, any necessary documents evidencing payment of such taxes and/or duties.

For non GBP payments/transactions, the Company will be charged any cost incurred by the Certification Body. Please note that payments in euros will be exempt of any charge.

## **ARTICLE 7: REDUCTION OF THE CERTIFICATION SCOPE, CERTIFICATE SUSPENSION AND WITHDRAWAL**

A decision to reduce the certification scope may be made as regards the Company if the latter fails to comply with any of the certification requirements within the certification scope.

### **7.1 Certificate Suspension**

A decision to suspend the certificate(s) may be made against the Company in the following cases:

- on its request, notably in the event of a reorganisation preventing it temporarily from maintaining its compliance with the standard(s),
- on the Certification Body's initiatives based either on deviations from the standard(s); or in the event of successive audit reports questioning the implementation of the management system; or the client not allowing audits to be conducted in the required timeframe or required frequency.
- The Company is not compliant with the guidelines for the use of certification trademarks.

- For non-payment of invoice: should the company fail to effectively pay its invoice within 60 days, the Certification Body will notify the Company with regards the suspension of its certificate(s).

To this regard, the Certification Body shall suspend the certificate within 5 working days after receiving and verifying the relevant information in one of the following cases when:

- The Company's Quality Management System has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the Quality Management System.
- Lack of contractual responsibilities and duties
- The Company's business is suspended by the administrative supervision department.
- If system operational problems were identified by the local administrative departments, the certificate shall be suspended.
- The Administrative License, qualification certificate, certificate of compulsory certification etc. have expired or invalidated, while the application for renewal has been submitted to and accepted by the relevant administrative department but pending the renewal certificate.
- The Company voluntarily requested a suspension.
- Any other situations requiring suspension of the certificate.

The certificate suspension period shall not exceed months (6) months at most, following a request by the Company, and six (6) months at most following a request by the Certification Body. However, the situation described in the 5<sup>th</sup> point above, the suspension period could depend on the administrative license delivery date decided by the relevant department. These deadlines include the completion of the action to lift the suspension. During this period, the Company no longer appears in the directory of certified Companies available on the portal [www.afnor.co.uk](http://www.afnor.co.uk). The electronic certificate application, available via this internet portal, indicates that it is suspended.

Upon notification of the suspension of its certificate(s) by the Certification Body, the Company undertakes not to issue commercial and/or technical material containing a mention of its certification and not to mention the same in any manner.

A certificate suspension does not extend the validity period of the said certificate(s). The suspension granting and expiry dates shall be clearly defined, this shall ensure, in any case, the certified organisation shall not use the certificate, certification mark or refer to the certification information.

Regarding management system certification, a decision to reduce the certification scope may be made as regards the Company if the latter fails to comply with any of the certification requirements within the scope of certification according to the requirements of the standard. Should the certification scope be reduced, the Company undertakes to modify any publicity document concerning its certification; however, the situation described in the 5<sup>th</sup> point above, the suspension period could depend on the administrative license delivery date decided by the relevant department.

## 7.2 Certificate Withdrawal

The Certification Body shall withdraw certification within 5 working days after having received and verified the relevant information in one of the following cases when:

- The Company's legal status documentation has been cancelled or withdrawn.
- Refusal to cooperate with the Certification and Accreditation Administration of the P.R.C. during its inspection or providing incorrect and falsified material or information.
- A significant product and service quality safety accident has occurred, when it was confirmed by the administrative department as illegal operation of the Company.
- In case of other serious violations of the laws and regulations.
- Failure to resolve the issues that have resulted in the suspension within the stated suspension period. (Including administrative license, qualification certificate, certificate of compulsory certification, etc., have invalidated but the application has not yet been approved.)
- Quality Management System has not been in effective operation or out of operation condition.
- The Company does not act in accordance with the relevant regulations when making reference to its certification status in communication media and causing the serious impacts or the corrections requested by The Certification Body. which have not been performed within 6 months.
- Other situations for withdrawing the certificate.



After the certificate is withdrawn, the Certification Body shall take back the relevant certificate; if not, The Certification Body shall publish a publicly accessible announcement or statement of the decision. Upon suspension or withdrawal of its certification, the Certification Body shall promptly publish relevant information in its website.

The Certification Body shall have the responsibilities and duties to adopt effective measures to avoid any kind of invalid certificate and certification mark use.

Upon notification of the suspension of its certificate(s) by the Certification Body, the Company undertakes not to issue commercial and/or technical material containing a mention of its certification and not to mention the same in any manner. Should the certification scope be reduced, the Company undertakes to modify any publicity document concerning its certification.

Ending the certificate suspension requires that the Certification Body carry out either a full audit of the management system or an initially planned follow up audit with a possible increase in its term. Depending on the outcome of the audit conducted, the Certification Body decides to end the certificate suspension or withdraw the certificate entirely.

A certificate suspension does not extend the validity period of the said certificate(s).

#### **ARTICLE 8: TERMINATION**

If the Company has not taken the required measures to lift the suspension, the certificate is withdrawn, and the contract shall terminate ipso jure.

Furthermore, should any of the parties commit any material breach of any other obligation, it may be requested by the other party to perform its obligations within one month as from the receipt of a written notice. Should the notice be inefficient, the issuing party may terminate this contract at any time by registered mail with acknowledgement of receipt, subject to a one (1) month notice after receipt. The termination of the contract implies the withdrawal of the certificate(s).

In the event of any termination by the Company, not justified by the Certification Body's breach of an obligation, the Company shall give up the amounts already paid and a penalty equal to 20% of amounts owed shall be due to the Certification Body.

On termination of this Contract, the Certification Body undertakes to destroy any documents that are no longer necessary to it and/or to return to the Company, on request, any documents provided to it.

#### **ARTICLE 9: LIABILITY**

The Certification Body undertakes to dedicate all necessary means for the performance of its services. Its liability shall not be involved other than in the event of error or negligence, of which the Company is responsible for furnishing evidence.

In that event, the Certification Body's obligation to the Company for damages, losses, costs, expenses and other losses suffered where its professional liability is involved, shall not, whatever the circumstances, nature and significance of the loss, exceed an amount equal to two times the amount of the audit day.

The Company shall be solely responsible for the use it makes of its certificate(s), which show an assessment but not the existence of a guarantee. The Company undertakes, in the event of any dispute by a third party, not to involve the Certification Body's liability on the expected interpretation of the value of its certificate(s).

The issuing of certificate(s) and/or any other document whatever the medium, and any Certification Body's intervention does not imply that the Company has complied, complies and will comply with law and/or regulation.

Similarly, the issuing of certificate(s) alone does not constitute a notification of compliance with the requirements of regulation and/or law notably issued by national or international agencies.

#### **ARTICLE 10 : DATA PRIVACY**

The Certification Body undertakes, within the context of their activities and in compliance with the legislation in force in England and Wales (the Data Protection Act 2018) and in Europe (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR)), to ensure the protection, confidentiality and security of personal data relating to persons receiving the services and/or products provided by The Certification Body, as well as to respect their privacy.

The Certification Body undertakes to implement all necessary procedures to ensure the confidentiality of personal data which may be collected by direct or indirect means. The Certification Body undertakes to take all necessary measures to ensure that these obligations are duly respected by themselves and their personnel and, in particular, to:

- refrain from processing or consulting data or files to which they may have access for any purpose other than the fulfilment of the services which they provide for the Company as part of this agreement;
- refrain from processing or consulting data in any context which is not included in the instructions and authorisations received from the Company;
- take all measures to allow them to prevent any misuse, malicious use or fraudulent use of data and personal data;

The Certification Body undertakes to take all adequate precautions in regard to the nature of data and of any risks presented by the processing of this data, in order to maintain the security of file data and, in particular, to prevent any distortion, damage, loss or access by third-parties who have not been granted prior authorisation. The Certification Body undertakes to maintain their methods throughout this agreement's entire period of fulfilment and, should any failure to do so come to light, report it to the Company immediately.

The Certification Body uses personal data, within the context of the fulfilment of this agreement, for one or several of the following objectives:

- To carry out operations concerning commercial relation management: agreements, orders, subscriptions, deliveries, invoices, accounting, Company account management, Company relation monitoring, unpaid and disputed claim management;
- To improve the service to which the Company has subscribed, by inviting the Company to participate in surveys, studies and satisfaction surveys;
- To produce commercial statistics;
- To communicate information and personalised newsletters on the service to which the Company has subscribed and any associated or connected services;
- To manage any requests to exercise rights from the data subjects.

The Certification Body undertakes to:

- refrain from processing personal data unless the Company has provided documented instructions for this processing as the data controller, including for any cases where personal data is transferred to another country or to an international organisation, unless this transfer is obliged under the laws of the European Union or the law of a Member State in which The Certification Body operates, and as subcontractor is subject to; in this case, as subcontractor, The Certification Body shall inform the Company of this legal obligation prior to processing, unless the concerned law prohibits the Company being informed of this for reasons of public interest;
- ensure that the persons authorised to process personal data undertake to respect the confidentiality of this data or are subject to a suitable legal obligation of confidentiality;
- take any measures required under Article 32 of GDPR;
- take account of the nature of the processing, help the Company, as data controller, by appropriate technical and organisational measures, as far as possible, to fulfil its obligation to respond to requests where the persons concerned wish to exercise their rights under Chapter III of the afore-mentioned Regulation;
- Assist the Company, as data controller, to ensure respect of the obligations laid down in Articles 32 to 36 of GDPR, taking into account the nature of the processing and information available to the subcontractor;
- the Company may choose, as data controller, to delete any personal data or return them to the Company as data controller at the end of the service provision, and destroy any existing copies, unless the EU law or the law of the Member State requires the retention of personal data; and make any information necessary to demonstrate compliance with the obligations laid down in this article available to the Company as the data controller.

- refrain from storing personal data for longer than the period required to fulfil the purpose of processing, whilst also respecting the applicable legal and regulatory restrictions or another timeframe, taking into account operational restrictions such as efficient relationship management with the Company and responses to legal claims or requests from AFNOR CERTIFICATION's controlling authorities.

The persons whose personal data is collected benefit from:

- the right to access (GDPR Article 15), rectify (GDPR Article 16), update and complete their data
- the right to delete personal data (GDPR Article 17),
- the right to withdraw consent at any moment (GDPR Article 13-2c),
- the right to limit data processing (GDPR Article 18),
- the right to oppose data processing (GDPR Article 21),
- the right to the portability of the data that the data subjects may have provided, when this data is subject to automatic processing on the basis of their consent or an agreement (GDPR Article 20).

However, the data subjects are informed that the personal data collected is, if necessary, required for the fulfilment of the service provided by The Certification Body, entailing that, should they exercise their right to delete the said data, or to oppose or limit processing prior to the end of the contractual relations, the service may not be correctly fulfilled. These rights may be exercised by sending an e-mail to [enquiries@afnor.co.uk](mailto:enquiries@afnor.co.uk). The Certification Body will respond to the person having exercised one of these aforementioned rights within one (1) month of the reception of the request. This period may, nevertheless, be extended by two (2) months, taking into account the complexity and volume of requests. In this case, The Certification Body will inform the data subject by this extension within one (1) month of the reception of the request.

The data subject has the possibility to file a claim to the Information Commissioner's Office, ICO or the controlling authority of the European Union Member State in which they reside, and to take legal recourse.

The Company authorises the Certification Body to use the services of subcontractors to conduct personal data processing activities on behalf of the Company when these processing activities are strictly necessary for the completion of the services set out in this agreement.

#### **ARTICLE 11: MISCELLANEOUS**

Neither failure nor delay on the part of any party to exercise any right, remedy, or privilege hereunder nor in the course of dealing between the parties shall operate as a waiver thereof.

If any of the clauses of the contract proves or becomes contrary to applicable regulations, it shall be deemed null and void but shall not result in the rest of the Agreement being avoided. Each of the parties shall then endeavour to replace the clause in question by a similar provision without modifying the juridical and economic balance of the Agreement.

#### **ARTICLE 12: GOVERNING LAW AND DISPUTE RESOLUTION**

The Contract shall be governed by and construed in accordance with the Law of England and Wales. In the event of a dispute concerning the interpretation, the formation or the execution of the Contract, the Parties agree to attempt to reach an amicable solution. Should they not succeed in doing so, the dispute shall be submitted to the exclusive jurisdiction of the courts of London, England.

#### **ARTICLE 13: ACCREDITATION AND SCHEME DATABASES**

AFNOR UK will upload client information to Databases that are directly linked to accreditation or scheme requirement such as the UKAS database, if they are a mandatory requirement then the information will be uploaded without prior discussion with the client. For any databases that are not a direct accreditation or scheme requirement the client will be contacted to discuss any uploading of data.

## AFNOR UK LIMITED

### General Terms & Conditions of Business for a pre-audit visit

#### ARTICLE 1: SCOPE

##### 1.1. Definitions

**Certification Body** means AFNOR UK LIMITED.

**Company** means any legal person applying for certification or holding one or more certificates.

**Intermediary** means legal person selling the Certification services of the Certification Body. The Intermediary may be any affiliated companies or any agents of the AFNOR Group.

**Specific Terms** means contractual terms supplementing these General Terms and comprised of a Financial quotation and one or more Technical Appendix(ces) relating to the chosen standard(s).

##### 1.2. Contractual framework

The Contract governing the relationship between The Certification Body and the Company is made up of these General Terms and the Specific Terms and is referred to as a "Proposal" until the Specific Terms are signed.

#### ARTICLE 2: PURPOSE

The purpose of this Contract is to specify the conditions of the performance of a Company's pre-audit visit with a view to the possible certification of the said Company according to specific standard(s). It shall be furthermore specified that this pre-audit visit cannot constitute an exhaustive assessment of the requirements against the specific standard elected by the Company.

#### ARTICLE 3: OBLIGATIONS OF THE CERTIFICATION BODY

An onsite pre-audit visit includes:

- the opening and presentation meeting,
- a study and analysis of provisions through documents relating to the management system,
- a survey of the premises and workshops, and an assessment of its implementation and appropriation by the personnel,
- the summary meeting and oral conclusions: auditor's first comments.

The report issued by the Certification Body, in the days following the end of the onsite pre-audit visit, is prepared on the basis of the Company's answers on the date of its assessment by the Certification Body.

As a result, the pre-audit visit, carried out on the basis of information supplied by the Company to the auditor, does not prejudice the result of an in-depth audit for certification or a certificate.

The audit report is a document on paper medium that is issued according to a standard set form liable to be changed without notice by the Certification Body. The Certification Body reserves the right, at any time, to add or end any of the mentioned and/or distinctive sign(s) affixed on the said report.

#### ARTICLE 4: OBLIGATIONS OF THE COMPANY

The Company undertakes to co-operate with the Certification Body as facilitating the pre-audit visit work and to pay amounts owed to the Certification Body. The Company states that it complies with legal provisions.

It means particularly for the Company to:

- provide the Certification Body or its authorised representatives all required work documents, specifically those used by the Company,
- provide the Certification Body with means to access the inspection site as well as any equipment required for the pre-audit visit,
- take all required measures to help the proper performance of the pre-audit visit,
- ensure, for all personnel sent by the Certification Body, that all health and safety rules are compliant with applicable laws and regulations,
- provide accurate, truthful and complete information to the Certification Body and disclose any information of any kind that has an impact on the assessment process. More specifically, the Company shall inform the Certification Body of previous certification and/or assessment processes it engaged in and their outcomes.

## **ARTICLE 5: CONFIDENTIALITY**

The Certification Body undertakes not to disclose, even partially, to any other person, any information that it may become aware of during the performance of the contract, without the Company's prior and written consent. Any silent observer is bound by a confidentiality duty.

If information is legally required to be disclosed to third parties, the Company is informed of the information supplied by the Certification Body within the limits contained in the law.

However, the Certification Body is allowed to provide to members of the AFNOR Group any information it has relating to the Company, except for purely technical information contained in its audit report.

Such information relates to the identification of the Company and to respective standards.

The Certification Body and the other members of the AFNOR Group may mention the Company in their advertising material.

## **ARTICLE 6: COMMUNICATION**

The audit report issued following the pre-audit visit should not be changed by the Company, which undertakes not to disclose it other than in its entirety.

## **ARTICLE 7: TERMS OF PAYMENT**

### **Article 7.1: Fees**

The fee owed to the Certification Body or, if need be, to the Intermediary is defined in the Specific Terms in the Offer.

Such price is fixed and includes the service (off site preparation of the pre-audit visit, visit, documents, report). Travelling and accommodation costs incurred for completing the pre-audit visit are additional to the price quoted.

In the event the Company cancels a pre-audit visit and had previously agreed to the dates of such visit, before the visit is started, the Certification Body or, if need be, the Intermediary reserves the right to ask the Company to pay 30% of the price that would have been charged had the pre-audit visit taken place. However, a pre-audit visit, for which a purchase order has been issued, can be postponed once for at most six months, as from the date of the said purchase order. After that period, the order is considered as cancelled and the Company owes the above-mentioned fixed compensation to the Certification Body or, if need be, to the Intermediary.

The request for postponement may be granted if the Certification Body is informed at least two weeks before the date specified on the order.

### **Article 7.2: Payment**

Invoices shall be issued by the Certification Body or, if need be, by the Intermediary upon the delivery of the report.

In the absence of any contrary written agreement, all fees shall be payable by transfer within 30 days following the date of invoice. No discount is granted for invoice settlement before due date. Payment by cheque is not accepted.

In the case of overdue payment, a penalty is due equal to the interest at the rate laid down by the Bank of England, increased by 10 points. The penalty is calculated on the overdue amount for the delayed period, inclusive of the date when payment is received, without any prior notice being necessary. The



invoice for an assessment visit must first be paid by the Company so that the Certification Body can carry out an initial or extension audit, if requested by the Company.

### **Article 7.3: International banking taxes and charges**

In case of services performed outside the national territory of the Certification Body, the Company shall pay the authorities and/or the appropriate local authority, any direct and indirect national taxes and/or duties resulting hereto and shall undertake to provide, on request from the Certification Body, any necessary documents evidencing payment of such taxes and/or duties.

For non GBP payments/transactions, the Company shall bear its share of the bank charges resulting hereto.

### **ARTICLE 9: LIABILITY**

The Certification Body's obligation to the Company for damages, losses, costs, expenses and other losses suffered where its professional liability is involved, shall not, whatever the circumstances, nature and significance of the loss, exceed an amount equal to fifteen times the amount of the pre-audit visit chosen by the Company.

The Company shall be solely responsible for the use it makes of its audit report, which shows an assessment but not the existence of a guarantee. The Company agrees, in the event of any dispute by a third party, not to involve the Certification Body on the expected interpretation of the value of its report. The issuing of an audit report and/or any other document whatever the medium, and any the Certification Body's intervention does not imply that the Company has complied, complies and will comply with law and/or regulation. Similarly, the issuing of an audit report alone does not constitute a notification of compliance with the requirements of regulation and/or law notably issued by national or international agencies.

### **ARTICLE 10: MISCELLANEOUS**

Neither failure nor delay on the part of any party to exercise any right, remedy, or privilege hereunder nor in the course of dealing between the parties shall operate as a waiver thereof.

If any of the clauses of the contract proves or becomes contrary to applicable regulations, it shall be deemed null and void but shall not result in the rest of the Agreement being avoided. Each of the parties shall then endeavour to replace the clause in question by a similar provision without modifying the juridical and economic balance of the Agreement.

### **ARTICLE 11: GOVERNING LAW AND DISPUTE RESOLUTION**

The Contract shall be governed by and construed in accordance with the Law of England and Wales. In the event of a dispute concerning the interpretation, the formation or the execution of the Contract, the Parties agree to attempt to reach an amicable solution. Should they not succeed in doing so, the dispute shall be submitted to the exclusive jurisdiction of the courts of London, England.