

Services and that, where results are based on smaller scale tests and theoretical studies, results may require careful validation in order to be extrapolated to a production scale.

- 4.2 The Company will use its reasonable endeavours to complete Services and provide written information, results, technical reports, certificates, test or inspection records, drawings, recommendations, advice or the like in respect of the Services (the "Report") or certificate thereon to the Customer by any date reasonably requested in writing by the Customer, but the Company shall not be liable to the Customer for: (i) any delay in the performance of any obligation under the Contract; or (ii) damages suffered by the Customer by reason of such delay.
- 4.3 The Company's obligation to complete Services under the Contract shall be subject to any obligation it may have to comply with any law or other regulation binding on it which may be in force from time to time.
- 4.4 No employee, agent or other person is authorised to give any warranty or make any representation on behalf of the Company in relation to the Contract, or to assume for the Company any other liability in connection with the Services, unless such warranty, representation or assumption of liability is given to the Customer in accordance with sub-condition 2.1.
- 4.5 In relation to radiography reports and film delivered or interpreted as part of the performance of the Services, the Customer shall notify the Company, within fourteen (14) days from date of issue of such radiography reports and film, of any Customer or third party dispute concerning either the radiographic quality or interpretation of results. If the Customer does not so notify the Company within this fourteen (14) day period, the Customer will be deemed to have accepted the radiography reports and film, together with any interpretation of these, provided by the Company.
- 4.6 In the event of certification services, the Customer agrees that the terms of the annex to these Terms and Conditions entitled "Certification Annex" shall apply.
- 4.7 The Customer represents and warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently.
- 4.8 Reports are issued on the basis of information known to the Company at the time that the Services are carried out. Although the Company will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effect of the Services.

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the Company shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:

8.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and

8.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or to which Customer's claim otherwise relates.

8.5 Without prejudice to the generality of sub-condition 8.4, the Company shall have no liability whatsoever to the Customer (whether in contract, tort (including without limitation negligence or breach of statutory duty), or otherwise) arising out of or in connection with any Cladding Claim, save as may be explicitly agreed in writing between the Company and the Customer. Any such agreement in writing shall, save where it explicitly provides otherwise, be taken (a) to be subject to any other provisions which operate to exclude or limit the Company's liability, including without limitation sub-conditions 8.3 and 8.4 above, and (b) to exclude, if and to the extent not excluded in any event, any liability other than for the direct costs, incurred as a direct result of a negligent act or omission of the Company from which such Cladding Claim arises, of rectifying works.

statements, court hearings or other legal proceedings, the Customer shall pay to the Company such costs and fees for such presentations and the preparation thereof as the Company may charge to customers generally from time to time for such services and the Customer shall be liable for such costs in addition to the Consideration

12.2 In the event that the Company is required by a party other than the Customer to present the results or findings of Services carried out by the Company for the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising from any services which the Company is required to do as a result, including the preparation of any witness statement and the preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer has paid all outstanding Consideration under the Contract and whether or not the Company has closed the Customer's file in respect of the matter.

12.3 If any aspect or element of the Services (including any Sample) is, or is likely to be, the subject of or relevant to legal proceedings, this fact must be notified to the Company in writing before the Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.

12.4 This condition 12 shall survive termination of the Contract.

13. Termination

For the purposes of this condition 13, "Sanctions Rules" shall mean any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of the European Union, the United Kingdom, the United States and the United Nations.

13.1 If the Customer becomes subject to any of the events listed in sub-condition 13.2, the Company may terminate the Contract with immediate effect by giving written notice to the Customer.

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- (b) provide reasonable co-operation (at the cost of the Data Controller) to the Data Controller in connection with the Personal Data Breach;
- 20.3.3 upon receiving any request, complaint or communication relating to the Data Controller's obligations under the Data Protection Laws:
 - (a) notify the Data Controller as soon as reasonably practicable;
 - (b) assist the Data Controller by implementing appropriate technical and organisational measures to enable the Data Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws in respect of Personal Data processed by the Data Processor under this Contract or comply with any assessment, enquiry, notice or investigation under any Data Protection Laws, provided in each case that the Data Controller shall reimburse the Data Processor in full for all costs reasonably incurred by the Data Processor performing its obligations under this sub-condition 20.3.3;
- 20.3.4 ensure that at all times it has in place appropriate technical and organisational measures as required by Article 32;
- 20.3.5 ensure that its employees who may have access to the Personal Data are subject to appropriate confidentiality obligations;
- 20.3.6 implement appropriate organisation and technical measures to assist the Data Controller in meeting its obligations in relation to Articles 33 to 36 of the GDPR taking into account the nature of processing and the information available to the Data Processor;
- 20.3.7 not authorise any sub-contractor to process the Personal Data ("sub -processor") other than with the prior written consent of the Data Controller, it being acknowledged that the Data Controller consents to the appointment of sub-processors who may from time to time be engaged by the Data Processor who in each case are subject to terms between the Data Processor and the sub-processor which are no less protective than those set out in this condition 20, provided that the Data Processor notifies the Data Controller of the identity of such sub-processors and any change to them; and
- 20.3.8 cease Processing the Personal Data within ninety (90) days upon the termination or expiry of this Contract or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Data Controller's option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent that the Data

All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and forty eight hours after posting if posted by f(n g i)-3.4d (r)2.5]TJ 3e270fT4rT&C8 (-)Tj J 3e270fT8.895

CERTIFICATION SERVICES ANNEX

Where the Company is providing certification Services the terms of this Annex shall apply. In the event of a conflict between the Terms and Conditions and this Annex, the terms of this Annex shall apply. Capitalised terms used in this Annex shall have the meaning ascribed to them in the Terms and Conditions, unless otherwise provided in this Annex.

The following terms shall have the following meanings in this Annex:

"Standard " means a document which contains details of specified requirements and methodologies for testing and/or inspection and/or certification against which the System, product, installation or person is assessed;

"System " means the organisational structure, responsibilities, activities, resources and events that together provide organised procedures and methods of implementation to ensure the capability of the Customer to meet a particular Standard.

1. EXECUTION OF SERVICES

- 1.1 The Company shall not be obliged to enter into or maintain any commercial or other relationship with any entity or issue or maintain a certificate previously issued to any entity whose activities conflict with the obligations of the Company as specified in its accreditation contract with any accreditation body, or which, in the sole opinion of the Company, reflect badly on the good name of the Company.
- 1.2 The Services shall be carried out in accordance with procedures designed to ensure that any initial assessment, surveillance or re-certification audit is in compliance with the requirements of the Standard. The Company reserves the right at its sole discretion to modify, amend or in any way alter the conduct and procedure of any activity, including any audit visit, if the Company deems this necessary in order to satisfy the requirements of the Standard, which may change from time to time.

2. PRICE AND PAYMENT

- 2.1 The Consideration is quoted (and amended from time to time) for the Services agreed to be supplied pursuant to the Contract on the assumption that the information supplied by the Customer is accurate and complete.
- 2.2 The Consideration includes the cost of audit services and the use of the BM TRADA logo and, where agreed, the accreditation body logo.
- 2.3 Expenses and disbursements may be charged separately in accordance with the quoted terms.
- 2.4 Any service required or supplied additional to the Services will be charged at the Company's rates current at the time of supply of such services.
- 2.5 The Consideration may be reviewed and amended from time to time, normally but not exclusively on an annual basis.
- 2.6 Payment is due as per the stated terms on the invoice. Payment shall be made in full, without set off or deduction.
- 2.7 In the event that any payment is not made when due, the Company reserves the right to charge interest (at the statutory rate on commercial debts then applicable)

- 4.2 Where permitted by the relevant Standard, the Company will afford the Customer a reasonable opportunity to take corrective action before the suspension or withdrawal takes effect. In the event of suspension or withdrawal of all or part of a certificate, the Company reserves the right to make public the fact that such action has been taken.
- 4.3 In the event the Company is unable to supply certification or is no longer able to continue to supply certification accredited by the relevant accreditation body or otherwise withdraws from supplying certification, the Company will notify the Customer within thirty (30) days and the certificates will be suspended ipso facto within six (6) months after the date of withdrawal.
- 4.4 In the event that the Company suspends or withdraws a certificate, the Customer (including the Customer's group companies) shall:
- 4.4.1 immediately refrain from any claims or representations (oral or written, express or implied) that products comply with the requirements of the certificate, the Company or the Standard setting body;
 - 4.4.2 immediately refrain from further promotion of the certificate or use of any references to the certificate, including discontinuing use of all advertising matter that contains a reference to certification;
 - 4.4.3 immediately at its own expense remove all service mark(s), trade mark(s), certification mark(s) and other names and logos belonging to the Company, the accreditation body and the Standard setting body from its products, information, website, documents, advertising or marketing or any other materials;
 - 4.4.4 immediately cease to sell any products bearing any service mark(s), trade mark(s), certification mark(s) and other names and logos belonging to the Company, the accreditation body and the Standard setting body;
 - 4.4.5 immediately cease and desist from using all service mark(s), trade mark(s), certification mark(s) and other names and logos belonging to the Company, the accreditation body and the Standard setting body;
 - 4.4.6 amend all advertising matter if part of a certificate has been suspended or withdrawn;
 - 4.4.7 make the suspended status of the certification publicly accessible;
 - 4.4.8 notify the Standard setting body; and
 - 4.4.9 take any other measure required by the Company or prescribed by a Standard.
- 4.5 Where a Customer's certification been suspended or withdrawn, and where a product has been supplied with a claim that it complies with a Standard(s) by the Customer to a customer/purchaser, the Customer shall:
- 4.5.1 immediately identify all relevant customers/purchasers who are in receipt of, or have orde