







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



construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;

- 27.1.14. a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- 27.1.15. if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day; and
- 27.1.16. if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00 pm on that day, it is taken to have occurred or been done on the next day.



- 3.4 The Customer acknowledges the authority of the accreditation body and agrees to assist the Company and accede to any reasonable request made by the accreditation body in relation to the certification e.g. witness audits.
- 3.5 Where the Customer's product is the subject of its certification, the Customer shall inform the Company in writing of any product recall under the scope of the certificate within three (3) working days.
4. **Suspension or withdrawal of certification**
- 4.1 The Company shall be entitled to suspend or withdraw part or all of a certification on seven (7) days' written notice (or within such timescales as the Company may reasonably specify, including with immediate effect in the case of urgent need) when, in the reasonable opinion of the Company:
- 4.1.1 the Customer's acts, omissions or conduct bring or may bring the Company, the accreditation body, the Standard setting body, or a Standard into disrepute;
  - 4.1.2 the Customer represents, promotes or advertises any products or Systems which are outside the scope of its certificate as certified by the Company;
  - 4.1.3 the Customer makes fraudulent misrepresentation or provides the Company with any inaccurate or misleading information, which is not



- 7.6 Where prescribed by a Standard, the Customer agrees that:
- 7.6.1 a copy of the audit report and any subsequent certificate or audit result shall be supplied