

GENERAL TERMS AND CONDITIONS OF SALES

Certification of Products, Services and Systems.

1. PURPOSE AND SCOPE OF APPLICATION

- 1.1. These General Terms and Conditions of Sales (GTCS) apply to all services related to system certification, evaluation of EC conformity and certification of service(s) and product(s) performed by IS Certification.
- 1.2. IS Certification is accredited by the COFRAC no. 5-0551; the scope of its accreditation can be viewed on www.cofrac.fr.
- 1.3. The services fulfill the specified requirements and normative standards of EN ISO/CEI 17065: 2012 (*Certification of products, processes or services*). IS Certification and the client must comply with the above standards.
- 1.4. According to the applicable law, these GTCS shall be the sole basis of commercial negotiation between the client and Institut de Soudure. These GTCS may however be completed by written special terms (e.g.: accepted proposal, order). Unless otherwise ~~piir~~ agreed in writing by a representative of IS Certification, no provision may contradict these GTCS.
- 1.5. Consequently, all clients waive the right to claim the benefit of any contrary documents, and in particular their own general purchase terms, which are unenforceable on IS Certification, even if they are known to the latter.

2. DEFINITIONS

For the purposes of interpretation of these GTCS, the terms below shall be interpreted as follows:

- 2.1. **"Certification Contract"** means the standard contract governing the relation between IS Certification and its clients for services referred to in a), b) and c) of article 2.7 below. In accordance with the EN ISO/CEI 17065: 2012 standard, the said contract is compulsory, it stipulates the non-negotiable terms which all clients willing to be certified must accept. This document can be viewed on IS Certification's website.
- 2.2. **"Certification Program"** refers to the application of standard EN ISO/CEI 17065, to the rules, procedures and management for the implementation of the certification. These consist of the applicable standards references, the Certification Regulations and the doctrine notes. IS Certification's website provides links to these documents.
- 2.3. **"Certification Regulations"** refers to the document produced by IS certification in accordance with the requirements defined in standard EN ISO/CEI 17065.
- 2.4. **"Client"** means the legal entity defined in the Proposal for which IS Certification performs the Services.
- 2.5. **"Deliverables"** refer to the publications resulting from the performance of the Services, such as the assessment reports and if applicable, the certificate relating to each Certification Program referred to in the Proposal.
- 2.6. **"Doctrine Notes"** refer to the documents used by IS Certification to clarify the codes and standards applicable to a product, service or quality system when required.
- 2.7. **"Intervention area"** means :
 - (a) **"Certification of quality systems"**: a process which confirms that a system complies with the requirements of certain codes and standards (national or international standard or other specification).
 - (b) **"CE Conformity Assessment"**: a process carried out by the Client demonstrating that specified requirements relating to a product have been fulfilled.
 - (c) **"Certification of Services and products"**: a process which confirms that a service comply with the requirements of certain codes and standards (national or international standards or specific codes and standards).
 - (d) **"Diagnosis"** refers to the process carried out prior to the Services referred to in a), b) and c).
- 2.8. **"IS Certification"** means "IS Certification SAS ", a French company, registered under number 799 395 710.
- 2.9. **"Order"** means all documents sent by the Client agreeing the terms of the Proposal.
- 2.10. **"Proposal"** means document(s) issued by IS Certification, describing the special technical and financial terms relating to the performance of the Services and referring to these GTCS.
- 2.11. **"Services"** means the preparation and performance of diagnosis, audits and assessments in compliance with national and international standards described in the Proposal.
- 2.12. **"Working Day"** means a day which is normally a working day at IS Certification.

3. ORDER FOR SERVICES

- 3.1. Following request(s) for Services issued by the Client, IS Certification shall submit a Proposal that includes a description of the Services, the applicable schedule and any special terms, the Certification Program and if applicable the Certification Contract.
- 3.2. Services can only be executed for the certification of a service, product or a quality system under the direct responsibility of the Client.
- 3.3. Unless otherwise stated, each Proposal shall be valid for three (3) months from the issue date.
- 3.4. Once the last Proposal delivered by IS Certification is accepted by the Client, an Order(s) shall be issued by the Client.
- 3.5. Performance of Services shall begin once a duly signed Certification Contract is received and a formal acceptance of the Order is made by IS Certification.
- 3.6. The order of precedence of the contractual documents is as follow: the proposal accepted by an Order, the Certification Contract and the documents related to the Certification Program.

4. PERFORMANCE OF THE SERVICE

- 4.1. When a starting date has been agreed with the Client, and the Services cannot be launched on that date for a reason which is directly or indirectly attributable to the Client, whatever its **nature thereof, a new date shall be agreed taking into account IS Certification's** workforce availability. In such a case, the following shall apply:
 - 4.1.1. If the request is made more than fifteen (15) Working Days before the planned starting date, no compensation will be sought by IS Certification, except for **Services to be performed on the Client's Site, in which case the compensation** shall be calculated on the basis of the costs incurred and time spent on the said Site;
 - 4.1.2. If the request is made between fifteen (15) and seven (7) Working Days before the planned starting date, IS Certification shall invoice the Client 20% of the estimated value of the Service at stake as defined in the Proposal, with a **minimum of €500 excl. taxes;**
 - 4.1.3. If the request is made less than seven (7) Working Days before the planned starting date, IS Certification shall invoice the Client 70% of the estimated value **of the Service at stake as defined in the Proposal, with a minimum of €1000 excl taxes.**
- 4.2. Performance of the Services is based on the assessment method and rules defined in the Certification Program. It is implemented by IS Certification on the basis of the information transmitted by the Client and obtained during the assessments. It is the Client's responsibility to check the reliability of the supplied information. IS Certification cannot be held liable for any errors, omissions or inaccuracies in the Deliverables resulting from erroneous or incomplete information sent by the Client.
- 4.3. The Deliverables are intended for the Client's exclusive use and benefit. Use of the Deliverables must be restricted to the facts and assertions contained in these Deliverables, and may not be extended or subjected to general use.

5. CLIENT'S OBLIGATIONS

- 5.1. The Client shall provide IS Certification within agreed or reasonable time for the performance of the Service, all items necessary for its performance, the Client shall also:
 - 5.1.1. inform IS Certification as soon as it became aware of any information that may have an effect on the execution of a Service being performed.
 - 5.1.2. ensure that the product, service or certified system continues to satisfy the requirements of the standards; and
 - 5.1.3. stop all communication making reference thereto, and take all measures relevant to a suspension, withdrawal or expiry of certification.

6. THE CERTIFICATE

- 6.1. Once the Client complies with the Certification Program requirements, a certificate shall be delivered and/or a reference shall be made in the register of certified entities on IS Certification's website, thereby certifying that the Client has met the requirements of the Certification Program. The validity of the certificate shall also be indicated.
- 6.2. The Client shall be entitled to use IS Certification's / CE conformity mark on its products or services once the certification is obtained and throughout its validity as agreed in the Certification Contract.
- 6.3. Issuance of certificate entails that the Client:
 - 6.3.1. complies with the terms of the Certification Contract,
 - 6.3.2. informs IS Certification of any changes which may have an impact on its capacity to comply with the certification requirements,
- 6.4. Should the Client fail to comply with the requirements stated in 6.3, the certification may be suspended or withdrawn as per the Certification Programs guidelines.
- 6.5. The Client hereby acknowledges and agrees that information mentioned on the certificate may be sent to persons in charge of the European registers of certified organizations.

7. MODIFICATION OF THE SERVICES

- 7.1. No modification of the terms of the Order shall be made by either Party without prior written agreement of the other Party.
- 7.2. During the performance of the Order, the Client may request modification(s) of the scope of the Services, provided that the Client gives a prior written notice to IS Certification and agrees to bear all costs and consequences directly or indirectly related to its request. Should the request of modification be accepted by IS Certification, the Client shall be informed of the possible technical and financial impacts on the Services. IS Certification shall give the Client any necessary information and estimates which may be requested in a view to assess the possible modification of the terms of the Order.
- 7.3. After finalizing, if applicable, the new contractual provisions including the modification(s) shall be made to the Order by means of a written amendment duly signed by the Parties.
- 7.4. The Client acknowledges and agrees that all extra work agreed in the course of performance of the Services shall be subject to additional cost and supplementary time for performance.
- 7.5. If the Client requests a suspension of performance of the Services for its own reasons or for reasons relating to an external event (e.g.: unavailability of samples, product, equipment or facilities, adverse weather, strike, etc.), IS Certification shall be entitled to charge the Client for all the financial consequences caused by the Client's decision.

8. PRICE AND PAYMENT

- 8.1. Unless otherwise agreed, the price of the Service indicated in the Proposal is exclusive of taxes. The Client shall pay all taxes applicable to the price invoiced at the current legal rate.
- 8.2. The price of the Services is dependent on all the terms defined in the Proposal being met, and in particular upon fulfillment of all the obligations therein. If one of these conditions is not met IS Certification reserves the right to modify the prices of the Services.
- 8.3. Unless otherwise stipulated in the Proposal, prices for Services lasting for more than twelve (12) months may be revised by IS Certification on the anniversary date of the Proposal in accordance with any variations of the price structure.
- 8.4. Services shall be invoiced to the Client according to the provisional schedule and the prices detailed in the Proposal or, by default, on a monthly time spent basis.
- 8.5. Unless otherwise agreed, travel and accommodation costs and other expenses related to the performance of the Service incurred by IS Certification shall be separately invoiced to the Client based on a statement of expenses. The said expenses shall be subject to a 6% administrative fee.
- 8.6. Unless otherwise defined in the Proposal, the Client shall pay IS Certification the price of the Services, together with, if applicable, the incurred expenses, at the latest within thirty (30) days of the date of the invoice. In the event of default, late-payment penalties calculated on the unpaid value excluding taxes shall be applied until full payment is made. In addition, the Client shall be liable to pay a flat-rate compensation payment for administrative costs in application of the legal provisions in force.
- 8.7. No discount for early payment shall be granted to the Client.
- 8.8. The Client is not entitled to retain or defer payment of any amount whatsoever, due to any dispute, counterclaim, or on the basis of an alleged offsetting against IS Certification or a third party.
- 8.9. Late payment may also lead to immediate suspension of the Services until full payment of all unpaid invoices. Continuous late payment may also authorize IS Certification to terminate the Order and claim compensation of 15 % of the unpaid sum.
- 8.10. Deterioration of the creditworthiness of the Client may lead IS Certification to request a bank guarantee, at the Client own cost, covering the payment of the Service.
- 8.11. In the event of insolvency of the Client after the execution of an Order, IS Certification shall be entitled to full payment of the Service in advance.

9. CONFIDENTIALITY

- 9.1. The Client and IS Certification agree to take appropriate measures to keep secret all information identified as confidential and disclosed in relation with the performance of the Services. This obligation shall remain binding during the performance of the Service and five (5) years from its termination. However, the Client agrees that IS Certification may convey all or part of this confidential information to the COFRAC, to national entities supervising the European internal market, to internal auditors and/or to members of IS certification's impartiality committee.

10. INFORMATION AND DATA

In the event that the Client discloses **its personnel's** personal data to IS Certification, the Client shall ensure that such disclosure is made in compliance with the applicable law and particularly with law n°78-17 of January 6th 1978 known as "Informatique et libertés". Personal data disclosed to IS Certification is subject to a right of access, modification, opposition and suppression. These rights may be exercised by writing to IS Certification at its head office.

11. LIABILITY

- 11.1. The Client shall be solely liable for the use made of the Deliverables. Neither IS Certification nor its representatives can guarantee the quality, results, effectiveness or relevance of any decision nor of actions which may be taken on the basis on the Deliverables. The Client waives its right to bring legal actions against IS Certification and shall hold IS Certification and its insurers harmless should liability be incurred in connection with defective products.
- 11.2. Whatever the nature, basis and legal theory of the legal action brought by the Client, IS Certification's **liability** shall not exceed the total amount actually paid by the Client for the Services that generated the cause of action. IS Certification and its insurers shall not be liable for indirect damages, economic loss (loss of production, loss of profits, loss of data), claim from third parties, damage to reputation, arising out or related to the performance of the Services or the use of the Deliverables
- 11.3. The Client shall indemnify and hold harmless IS Certification and its insurers against any claim by third parties related to the performance of the Service if the amount to be paid exceeds the limit referred to in article 11.2.

12. INSURANCE

- 12.1. Each party must hold, at its own cost, a professional liability insurance policy covering, in particular, risks relating to third party civil liability, employers' liability and property damage.

13. FORCE MAJEURE/INCIDENTAL CASE

- 13.1. IS Certification Shall not be held liable in the event of non-performance or late performance of the Services due to an exceptional event or circumstance, including, but not limited to, a force majeure event as per art. 1218 C Civ., act of the Client; act of gods (e.g.: fire, epidemics, quarantine restriction); natural catastrophes (e.g.: floods, prolonged freezing temperatures); act of civil or military authorities; or any act beyond IS Certification's **control (e.g.: shortage of labour, raw materials or means of production; general strike; transport or travel delays; loss or destruction of the CFA).**

- 13.2. If IS Certification is prevented from performing its obligations due to one of the events listed in clause 12.1, IS Certification shall give written notice to the Client on the nature or circumstances constituting such event and specify the obligations, the performance and the possible duration of delay or non-performance.

- 13.3. IS Certification shall not be responsible for any delay or failure to perform, and be liable for any reason whatsoever in the event of delay or non-performance of a contractual obligation due to the Covid-19 pandemic and its consequences (such as, but not limited to sick or exposed employee), the application of administrative decisions related to the pandemic (such as, but not limited to travel restrictions, site or border shutdown) and/or the need to protect its employees from possible exposure.

- 13.4. In the event that IS Certification wishes to invoke one of the events referred to in clause 13.3, it undertakes to notify the Client as soon as possible, to indicate the period of suspension of its obligations and to provide a progress report on the Services which shall be invoiced under the Contract terms. The suspension of all or part of the contractual obligations shall not prevent the Client from payment owed to IS Certification for Services already performed on the day of the suspension.

14. TERMINATION

- 14.1. In the event of a breach by either Party of any of its contractual, legal and/or statutory obligations which is not remedied within fifteen (15) days of written notice from the other Party, then the Order may be terminated forthwith by the other Party by giving the defaulting Party written notice to that effect.

- 14.2. If the Order is terminated, whatever the cause and without prejudice to any other rights and remedies which the parties may have, the Client shall pay IS Certification for all Services performed up to the effective termination date.

- 14.3. Termination of the Order shall not affect in any way the expressed or implied rights and obligations acquired by either party.

15. NON-SOLICITATION OF PERSONNEL

- 15.1. Unless otherwise prior agreed in writing, the Client shall not, throughout of the duration of the Services and for a further period of twelve (12) months, directly or indirectly, make an offer of employment to, appoint or hire, any IS Certification's **personnel having** participated in any way to the performance of the Services.

- 15.2. Should the Client fail to comply with the obligations set forth in article 15.1, it shall pay to Institut de Soudure an indemnity amounting to twelve times the value of the monthly gross salary of the employee in question, including employer social charges.

16. APPLICABLE LAW AND JURISDICTION

- 16.1. **Applicable law:** The Order shall be governed by and be construed in all respects in accordance with French Law; even if the Client is of foreign nationality and/or the Services are performed in whole or in part abroad.

- 16.2. **Jurisdiction:** In the case of dispute on the interpretation, conclusion or performance of the provisions of the Order, and after failure of an attempt at a friendly settlement within a period of (30) thirty days from notification, express jurisdiction shall be assigned to the **"Tribunal de Commerce" of Paris**, wherever the place of performance of the Service, the head office of the defendant and the nature of the procedure, notwithstanding the plurality of defendants or introduction of third parties.