Bureau Veritas India Pvt Ltd. Terms and Conditions for Certification Services

A.TECHNICAL TERMS & CONDITIONS

1. GENERAL

1.1 To achieve and preserve certification, Bureau Veritas India Pvt Limited Certification's (here below referred as BVIL) Clients are required to develop and maintain their management systems in accordance with applicable specifications, allowing unconditional access to BVIL to audit or otherwise verify these management systems against the applicable specifications.

1.2 The certification awarded by BVIL covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client's management systems certified by BVIL. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their services and products and shall defend, protect and indemnify BVIL from any and all defects, claims or liability arising from said services and products.

1.3 The issued certification does not exempt Clients from their legal obligations in respect of the services or products or any other requirement in the scope of their management systems.

1.4 BVIL shall be authorized to make copies of Client Information, as required by ISO/IEC 17021-1 or as may be required by the Accreditation Body's retention policy.

2. SERVICES

2.1 **DEFINITIONS**

2.1.1 Capitalized terms not otherwise defined herein shall have the meaning given to such terms by the "Conformity Assessment" vocabulary as stated in the ISO/IEC 17000 standards complemented by IAF or EA mandatory documents if any.

2.2 **REQUESTS FOR CERTIFICATION**

2.2.1 For the purpose of any accredited Services provided under this Agreement, the accredited entity (which holds the accreditation for the services) will be :

(a) Bureau Veritas Certification Holdings SAS UK Branch, for services under UKAS accreditation.

(b) Bureau Veritas India Pvt Certification Holdings SAS for services under ANAB and SAAS accreditation or UNIFE recognition.

(c) the local Bureau Veritas legal entity for services under their accreditation.

The accredited entity will be named towards the Client. The accredited entity is entitled to legally enforce the certification relevant activities towards the Client.

2.2.2 The Client shall supply, through an Application Form, detailed detailed information about the size and scope of its operations that will be subject to the Services.

2.2.3 Upon receipt of such information from the Client, BVIL shall issue . Proposal.

2.2.4 For quality, environmental, and occupational health & safety management systems, BVIL will determine the audit duration based on the information submitted by the applicable IAF Mandatory Documents. The justification of the calculation can be made available to the Client

2.2.5 Where a Multi-Site Offer is made, this will be based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to the latest edition of the relevant Accreditation Body rules for each certification schemes. Where any subsequent audit information supplied by the Client is found not to be accurate, BVIL reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure compliance with the aforementioned rules.

2.2.6 BVIL is accredited / authorized in accordance with several schemes, e.g. DIN EN ISO 17021, rules of IATF, UNIFE, KBA and VDA. To the extent relevant, these schemes shall also apply to the relationship between the Parties to the effect that the measures and codes of conduct BVIL is subject to in accordance with such regulation must also apply to the Client.

2.3 **THE INITIAL CERTIFICATION PROCESS**

The details of the Services to be provided must be agreed between the Client and BVIL prior to BVIL commencing any such Services.

2.3.1 **STAGE 1 AUDIT**

(a) BVIL will undertake a readiness review to determine the preparedness of Stage 2 of the audit (understanding the requirements, collecting information of the scope of the management system, processes and location of the Client, reviewing the allocation of resources for Stage 2, planning for Stage 2, evaluating the internal audit system).

2.3.2 **STAGE 2 AUDIT**

(a) BVIL will provide an audit programme prior to the commencement of the audit.

(b) The BVIL audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The BVIL audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.

(c) The BVIL audit team will prepare and present to the Client's management a Report of the audit, which will include the audit findings, the non-conformities identified and the scope of certification.

(d)

2.3.3 **CHANGES TO STAGE 1 AND STAGE 2 AUDITS**

(a) If as result of the Stage 1 Audit, BVIL determines that the Stage 2 arrangements (i.e. changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement may be amended.

(b) If, based upon the information gathered during Stage 1 of the audit, BVIL decides that the required information were not provided and/or complete, this may result in a major non-conformity at Stage 2 with respect to the effective implementation of the management system.

(c) When the Stage 1 & 2 Audits are planned back to back, BVIL has the right to postpone the Stage 2 Audit at the expenses of the Client if the results of the Stage 1 Audit are not satisfactory to proceed with the Stage 2 Audit.

2.3.4 **NONCONFORMITY**

(a) When major non conformity occur BVIL undertakes a "special follow up visit", which is charged at BVIL's current rates.

(b) All fees to review Client's proposed actions to close any non-conformities (major and minor) are charged on reimbursable basis for professional time and expenses.

2.3.5 **ISSUANCE OF CERTIFICATE OF APPROVAL AND REPORTS**

(a) BVIL will issue the final Report if and when all corrective actions agreed between the Client and the BVIL audit team have been completed.

(b) BVIL will not take a positive certification decision until the necessary requirements are fully met

(c) BVIL will issue a Certificate of Approval to the Client once a positive certification decision have been made.

(d) The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of audit, the scope of the management system, the geographical location and the validity period of certification.

2.4 **CERTIFICATION MAINTENANCE**

2.4.1 **SURVEILLANCE**

(a) BVIL operates a surveillance audit programme to record whether the Client's certification is found to be maintained. The programme is ongoing and is agreed with the Client in the Agreement.

(b) Once BVIL has agreed the dates, the Client should make all necessary arrangement to maintain the agreed dates. Surveillance audits shall be conducted once a calendar year and the date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the certification decision date.

2.4.2 **RE-CERTIFICATION**

Every three (3) years BVIL will automatically review the Client's certification and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Client and the BVIL audit team and completed), BVIL will re-issue the Client's certification and the Certificate of Approval. It should be noted that this needs to be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed, certification will be reconfirmed.

2.5 **CERTIFICATION CHANGES**

The Client is required to inform BVIL promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. Change of site, additional sites, (even temporary sites), change of process, change of ownership, change of scope, change of number of employees, change of management etc . are considered as changes which may affect the validity of the certification. BVIL will then take the appropriate action, such as conducting a special audit, an unannounced visit and/or changing the certification at the then current rates. Unannounced visits can be conducted as well to investigate complaints received about the Client.

2.6 **BVIL AND ACCREDITATION MARK**

2.6.1 The Client shall use the BVILcertification mark in accordance with the instructions for use that BVIL provides including the requirements related to intellectual property. Use of the mark of the Accreditation Body is prohibited.

2.6.2 The use of the certification mark is regulated by BVIL through a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. BVIL will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.

2.6.3 There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. BVILCertification mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.

2.7 **ACCREDITATION BODY ACCESS**

The Client shall allow the BVIL's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the BVIL audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right to refuse such a request either by the Accreditation Body, its representatives or BVIL. Refusal to accept a witness assessment by the Accreditation Body must be justified and accepted by Bureau Veritas and the Accreditation Body and could result in withdrawal of accredited certification where reasons are not accepted. The Client authorises BVIL to disclose relevant data to the Accreditation Body.

2.8 **SUSPENSION, WITHDRAWAL CANCELLATION OR RESTORATION OF THE CERTIFICATE OF APPROVAL**

2.8.1 BVIL reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give the Client a three (3) months' written notice or shorter notice as the situation may require depending upon the information available to BVIL. If such aforementioned actions are deemed necessary by BVIL, the Client will be fully briefed and will be given every possible opportunity to take corrective action before a final decision is taken on what action BVIL should take after the expiration of such notification period.

2.8.2 Unannounced visits may also be conducted as a follow up on clients which certification has been suspended.

2.8.3 Suspension is lifted and certification is restored upon satisfactory clearance of non-conformities and verification by BVIL of the compliance of Client's management system.

2.8.4 BVIL reserves the right to publish the fact that such action has been taken.

3. CERTIFICATE OF APPROVAL AND REPORTS

3.1 The Client must not reproduce the Certificate of Approval or the Reports or make copies thereof without the prior written consent of BVIL. Neither the Client nor any third party is entitled to rely on any reproduction or copy of a Certificate of Approval or the Reports for which the prior written consent of BVIL has not been obtained.

3.2 The Certificate of Approval or the Reports are issued by BVIL and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, distributed, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of BVIL. Notwithstanding the foregoing, the Client is permitted to use the Certificate of Approval as proof of certification of the management system towards third parties.

3.3 The Certificate of Approval or the Reports are given only in relation to the written instructions, documents, information and samples provided to BVIL by the Client prior to the performance of the Services. BVIL cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or the Reports to the extent that the Client has given BVIL erroneous or incomplete information.

3.4 The Certificate of Approval or the Reports will reflect the findings of BVIL at the time of performance of the Services only and in respect of the Client Information made available to BVIL prior to or during the performance of the Services. BVIL shall have no obligation to update the Certificate of Approval or the Reports after issuance, except as otherwise stated in the Agreement or agreed in writing between the Parties.

3.5 The Client (not BVIL or its Affiliates or their respective representatives) is solely and exclusively responsible for exercising its own, independent judgement with regard to the Certificate of Approval or the Reports, information provided by BVIL and for any decision or action undertaken by the Client or any third party on the basis of the Certificate of Approval or the Reports provided by BVIL. Neither BVIL nor any of its Affiliates or their respective respective officers, external auditors and technical experts, employees, representatives or assigns warrant the quality, outcome, effectiveness or appropriateness of any decision or action taken by the Client on the basis of the Certificate of Approval or the Reports provided under the Agreement.

3.6 BVIL is under no obligation to refer to or report on any facts or circumstances which are outside the scope of the Services and accepts no liability for not referring to or reporting on such facts or circumstances.

4. APPEALS, DISPUTES AND COMPLAINTS

4.1 Should the Client wish to appeal against or dispute any decision of BVIL, it should do so in accordance with the BVIL appeals procedure, available on BVIL website or upon request.

4.2 Should a complaint arise about BVIL, such complaint shall in the first instance be made to the local BVIL office. If the Client does not wish to complain directly to the local BVIL office, the complaint shall be sent in writing to the corresponding Accredited Entity or the related Accreditation Body or Scheme Owner

B.GENERIC TERMS & CONDITIONS

5. DEFINITIONS AND INTERPRETATION

5.1.1 **Affiliate** means any other entity that either directly or indirectly controls or is controlled by a Party or is under the common control with the Party in question. An entity shall be regarded as being in control of another entity if it owns, directly or indirectly, or is entitled to exercise, directly or indirectly, the votes attaching to 50% (fifty per cent) or more of the equity shares of the other entity or if it possesses, directly or indirectly, the power to determine the composition of the board of directors of the other entity;

5.1.2 **Agreement** means Bureau Veritas India Pvt Limited Certification's acceptance of a completed Application Form, Proposal, or other instructions for Services from the Client. These General Conditions (as defined below) govern each agreement unless separate terms and conditions are agreed to in writing between the Client and Bureau Veritas Certification;

5.1.3 **Application Form** means Bureau Veritas India Pvt Limited Certification's standard form to be completed by the Client setting out the Services to be performed by Bureau Veritas Certification, together with any other information concerning the performance of the Services under the terms of the Agreement. The fees for the Services may be set out in the Order Form or in a separate document, Proposal or price list;

5.1.4 **Bureau Veritas India Pvt Limited** means the certification-related entity of the Bureau Veritas group of companies that has entered into the Agreement with the Client;

5.1.5 **Certificate of Approval** means the certificate issued by Bureau Veritas India Pvt Limited confirming that an audit has been passed for a product, service or process to be marketed or used for stated purposes under stated conditions;

5.1.6 **Client** means the person, firm, company, partnership, association, trust or government agency or authority that appoints Bureau Veritas India Pvt Limited to provide the Services and identified as such in the applicable Order Form, Proposal or agreed written instructions;

5.1.7 **General Conditions** means the (i) Generic Terms and Conditions for Certifications Services, (ii) Commercial Terms and Conditions for Certification Services and (iii) Technical Terms and Conditions for Certification Services;

5.1.8 **Proposal** means any proposal, quotation or other document issued by Bureau Veritas India Pvt Limited to the Client that sets out the Services, fees and any other information and terms and conditions in relation to the performance of the Services;

5.1.9 **Reports** means all documents and products created by Bureau Veritas India Pvt Limited in relation to or as a result of the performance of the Services, excluding the Certificate of Approval;

5.1.10 **Services** means the certification services, covering audit and certification services against an appropriate recognized specification or part thereof, to be performed by Bureau Veritas India Pvt Limited for the Client under the Agreement and as set out in the applicable Application Form, Proposal or any other written instructions, to the extent that any such other written instructions are accepted by Bureau Veritas Certification.

6. APPLICATION OF GENERAL CONDITIONS

6.1 Unless otherwise expressly agreed in writing and signed by both Parties, or solely to the extent otherwise required by mandatory application of law, these General Conditions will:

6.1.1 apply to and be incorporated in the Agreement;

6.1.2 apply to all actions and Services provided by Bureau Veritas Certification; and

6.1.3 prevail over any inconsistent terms or conditions contained in the Client's standard terms and conditions or any other communications with Bureau Veritas Certification.

6.2 For the avoidance of doubt, under no circumstances will the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Application Form or other document, govern the Agreement.

6.3 Bureau Veritas India Pvt Limited acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and Bureau Veritas Certification. The Agreement shall not be deemed to create any rights for the benefit of any third parties, including (without limitation) suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

6.4 BVIL, in its sole and absolute discretion, may delegate the performance of all or a portion of the Services under the Agreement to an Affiliate, agent without the prior approval of the Client, and the Client hereby consents to such delegation. For the purposes of clause 10.1, the Client hereby consents to Bureau Veritas India Pvt Limited disclosing any and all of the Confidential Information of the Client to such Affiliate, agent for the sole purpose of performing the Services, in whole or in part.

6.5 The Services offered by Bureau Veritas India Pvt Limited are "open ended" and are subject to automatic renewal.

7. COMMENCEMENT AND DURATION

7.1 The Services performed under the Agreement shall be provided by Bureau Veritas India Pvt Limited to the Client from the date of validity of the Agreement (refer to 1.1.2).

7.2 Subject to clause 11, the Services performed under the Agreement shall be supplied for the period as set out in the agreed Application Form, Proposal or other written instruction received from the Client and accepted by Bureau Veritas Certification. Where no such period for performance of the Services has been stipulated, Bureau Veritas India Pvt Limited shall perform the Services within a reasonable time in its sole discretion.

7.3 This Agreement will be valid for a period of three (3) years and shall be renewed automatically at the end of this initial period for successive periods of three (3) years unless the Client notifies the termination to Bureau Veritas India Pvt Limited with a notice period of three (3) months prior to the end of the three (3) years contractual period.

8. BUREAU VERITAS INDIA PVT LIMITED CERTIFICATION'S OBLIGATIONS

8.1 Bureau Veritas India Pvt Limited shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature to the Services and under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.

8.2 Bureau Veritas Certification, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed in writing by the Parties.

8.3 In providing the Services, Bureau Veritas India Pvt Limited does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners who, notwithstanding Bureau Veritas India Pvt Limited Certification's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which Bureau Veritas India Pvt Limited relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause Bureau Veritas India Pvt Limited Certification's liability to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.

8.4 For the avoidance of doubt, under no circumstances does Bureau Veritas India Pvt Limited fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of any management systems or processes subject of the Services, including the services, or any other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the

contrary contained herein or in any Certificate of Approval or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by Bureau Veritas India Pvt Limited for any activities undertaken by the Client or systems or processes maintained or put in place by the Client.

9. CLIENT'S OBLIGATIONS

9.1 The Client must:

9.1.1 co-operate with Bureau Veritas India Pvt Limited in all matters relating to the Services; In particular in case of remote audit, the Client and Bureau Veritas India Pvt Limited define the suitable ICT means (Information and Communication Technology) to ensure an efficient conduct of the audit and an appropriate level of confidentiality;

9.1.2 provide, or cause its suppliers to provide, in a timely manner and at no charge, access and transportation to all necessary equipment, materials, facilities, documents, data, and personnel as required by Bureau Veritas Certification, its agents, and representatives, to perform the Services;

9.1.3 prepare and maintain the relevant premises and materials for the supply of the Services, including without limitation, identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services;

9.1.4 adopt all necessary measures to ensure the safety and security of working conditions on site during performance of the Services and inform Bureau Veritas India Pvt Limited without delay of all health and safety rules and regulations, any occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority and any other reasonable security requirements that apply at any of the relevant premises;

9.1.5 ensure that the Client's equipment is in good working order, under the Client's control and operation, suitable for the purposes for which it is used in relation to the Services and conforms to all relevant and applicable standards or requirements;

9.1.6 where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment and facilities;

9.1.7 ensure that all documents, information and material made available by the Client to Bureau Veritas India Pvt Limited under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party; and

9.1.8 Ensure that such information is accurate in all material respects. Client Information shall be provided by the Client to Bureau Veritas India Pvt Limited at least twenty (20) days before the agreed start date of each audit. Bureau Veritas India Pvt Limited shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from any prevention or delay of the Agreement by the Client;

9.1.9 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.

9.2 To the extent that Bureau Veritas India Pvt Limited renders Services, the Client agrees that Bureau Veritas India Pvt Limited does not owe any specific success but only such Services.

9.3 Bureau Veritas India Pvt Limited reserves the right to unilaterally alter or extend the defined deadlines in the Agreement or postpone them if the Client fails to timeously provide Bureau Veritas India Pvt Limited with the relevant Client Information.

10. CONFIDENTIALITY

10.1 Client Information means all codes, documents, instructions, manuals, measurements, specifications, requirements, and any other information and materials provided by the Client and necessary for Bureau Veritas India Pvt Limited to perform the Services;

Confidential Information means all and any non-public information disclosed by one Party to the other Party, including (but not necessarily limited to) data, know-how, concepts, manuals, reports, specifications, trade secrets, trademarks, company logos, and any other business, commercial, financial, legal, marketing or technical information;

10.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information, which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

10.3 This confidentiality undertaking shall not apply to any information:

10.3.1 which is publicly available or becomes publicly available through no act of the receiving Party;

10.3.2 which was in the possession of the receiving Party prior to its disclosure;

10.3.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;

10.3.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;

10.3.5 which is disclosed or is required to be disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or

10.3.6 which is disclosed to an Affiliate of the receiving Party on a need to know basis.

10.4 Each Party shall be responsible for ensuring that all persons to whom Confidential Information of the other Party is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.

10.5 Notwithstanding the provision of clause 6, Bureau Veritas India Pvt Limited reserves the right to refer to the Client, using its name and/or logo, whether internally and externally, orally or in writing, and on any communication support, for marketing and/or commercial purposes without the prior consent of the Client being required.

10.6 Notwithstanding the provision of clause 6, Bureau Veritas India Pvt Limited reserves the right to use the Client's data for benchmarking and analysis purposes, being understood that any such use by Bureau Veritas India Pvt Limited will be in compliance with the application regulation protecting personal data and the data would be anonymous.

11. INTELLECTUAL PROPERTY

11.1 Intellectual Property means all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether capable of registration, registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

11.2 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.

11.3 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its Affiliates.

11.4 The names, service marks, trademarks and copyrights of Bureau Veritas India Pvt Limited shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of Bureau Veritas India Pvt Limited and then only in the manner prescribed by Bureau Veritas Certification.

11.5 For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey to the Client any rights of ownership or license whatsoever to the Bureau Veritas India Pvt Limited Certification's Intellectual Property, its proprietary software, proprietary audit methods, training materials and best practices manual, protocols, Bureau Veritas India Pvt Limited Certification's name, logo, marks, or other trade dress or any other existing or future Intellectual Property rights or know-how developed and used by Bureau Veritas Certificate to perform the Services and to issue the Certificate of Approval and the Reports. Such Intellectual Property rights shall remain the sole property of Bureau Veritas Certification.

12. DATA PROTECTION

Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all applicable laws and regulations, including all applicable national, state, and local privacy laws or regulations and in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016 (Together "Data Protection Laws").

The Parties acknowledge that Bureau Veritas India Pvt Limited may act as "Data Processor" (within the meaning set forth under the Data Protection Laws) when it collects and processes personal data on behalf of the Client, exclusively for the purposes of the performance of the Agreement, unless otherwise agreed upon by writing executed by both Parties.

Bureau Veritas India Pvt Limited collects personal data indirectly, through the Client who provides Bureau Veritas India Pvt Limited with its employees, contractors, business partners and/or clients' personal data. Both parties will provide each other with the appropriate information regarding data processing within the material scope of article 2 of the EU General Data Protection Regulation 2016/679.

The Client hereby accepts and commits to provide the data subjects with such information in a manner compliant with articles 13 and 14 of the EU General Data Protection Regulation 2016/679.

12.1 Data Processing

Operations on personal data involve (the "Data Processing"):

- the purpose(s) of the processing: the performance of the Agreement, including but not limited to, the provision of certification services and other services as requested by the Client.
- the categories of personal data involved (the "Personal Data"): personal data relating to the identity of the data subjects and to their professional life.
- the duration of the data processing, which is equal to the duration of the Agreement, may be extended for the validity of the certificate (up to five years from issuance depending on applicable standards), and may be archived for cross-examination purposes up to an additional five years and/or for evidence purposes up to the expiration of applicable statutes of limitations.
- the categories of data subjects concerned: employees, contractors, business partners and/or clients of the Client.

In this respect, the Parties shall cooperate at any time and in a diligent manner to formalize all documentation required for the Data Processing, notably in order to justify their compliance with Data Protection Laws and this Article (Data Protection), in particular in the event of audits and investigations carried out by the Client, or any third-party acting on its behalf, or any competent data protection authority.

12.2 Data Processor's obligations

Bureau Veritas India Pvt Limited will:

- inform promptly the Client of any circumstances entailing an incapacity of Bureau Veritas India Pvt Limited to comply with Data Protection Laws or to provide the Services in compliance with Data Protection Laws, in which case, Bureau Veritas India Pvt Limited and the Client will cooperate in good faith to resolve the issue, in particular to identify the impact of such circumstances on the Services and to determine the changes to the Agreement or to the Services that may be required. In this respect, should the Parties fail to reach an agreement to resolve the issue, the Client shall be entitled to terminate this Agreement in accordance with its terms and conditions;
- process personal data in accordance with the documented instructions of the Client. This Agreement constitutes the Client's complete and final instructions for the Data Processing. The Client guarantees that the instructions given comply with the Data Protection Laws and may allow the effective execution by Bureau Veritas India Pvt Limited of its Services under this Agreement. If Bureau Veritas India Pvt Limited considers that an instruction from the Client constitutes a violation of the Data Protection Laws, it shall inform the Client accordingly;
- assist the Client in carrying out data protection impact assessments and for Client's prior consultations of the competent data protection authority;
- cooperate with the Client to enable it to fulfil its obligations pertaining to data subjects seeking to exercise their rights as set forth by Data Protection Laws;
- at the discretion and upon instruction of the Client, delete all Personal Data or return them to the Client, and destroy existing copies, except as required by applicable laws;
- communicate, upon request, to the Client the name and contact details of its data protection officer, as the case may be, if it has designated one in accordance with Article 37 of the EU General Data Protection Regulation 2016/679 of 27 April 2016.

12.3 Confidentiality measures

Bureau Veritas India Pvt Limited will keep all personal data confidential and in particular:

- has implemented or will implement adequate access right procedures to govern accesses to personal data;
- undertakes that only persons with a need-to-know for the purpose of providing the Services will be able to access to personal data, that such persons are bound by legal or contractual obligations of confidentiality, and that such persons do not process the personal data except on instructions from the Client, unless he or she is required to do so by European or applicable law.

12.4 Security measures

Bureau Veritas India Pvt Limited will preserve the security of Personal Data, and in particular:

- has implemented and/or will implement for the Services adequate technical and organizational measures to preserve the security of personal data, adapted to the Data Processing involved by the Services and take into account industry standards and the costs related to their implementation, the risks presented by the processing and the nature of the data to be protected;
- will notify the Client as soon as it is aware of (i) any breach of the security of personal data (ii) all related information necessary to enable the Client to comply with its obligations of notification to the competent data protection authority and eventually to the data subjects within the statutory delays, documenting the breach;

12.5 Sub-processing and cross-border transfers

The Client hereby expressly agrees that Bureau Veritas India Pvt Limited may entrust another processor (hereinafter the "Sub-Processor") with all or part of the operations involved by the Data Processing, and that Bureau Veritas India Pvt Limited may transfer personal data outside the European Economic Area or countries

recognized by the European Commission as providing an adequate level of protection to perform the Services.

In addition, Bureau Veritas India Pvt Limited undertakes that:

- the Sub-Processor will be bound by equivalent contractual obligations as those set forth in clause Data Protection,
- it has entered into a personal data transfer contract established on the basis of the European Commission standard contractual clauses with the data importer, prior to any international transfer of personal data;
- it will remain fully liable for any breach of this Article (Data Protection) and/or Data Protection Law committed by the Sub-Processor in the framework on the Services
- Client acknowledges and agrees that Bureau Veritas India Pvt Limited may transfer audit reports to accreditation bodies and/or scheme owners in order to comply with applicable legal or regulatory requirements, such audit reports including personal data of Client's employees, contractors, business partners and/or clients.

13. LIMITATION OF LIABILITY

13.1 This clause sets out the entire liability of Bureau Veritas India Pvt Limited(including any liability for the acts or omissions of its Affiliates, and their respective employees, directors, officers, agents, subcontractors), to the Client in respect of the Services, the Certificate of Approval and/or the Reports, any breach of the Agreement, any use made by the Client of the Services, the Certificate of Approval and/or the Reports or any part thereof, and any representations, misrepresentations, statements or tortious acts or omissions (including negligence) arising under or in connection with the Agreement.

13.2 Except as set out in clause 9.3 neither Party shall be liable to the other Party in any circumstances whatsoever for:

(i) loss of business, or loss of use or loss of profit, loss of data, loss of earnings, loss of production, loss of value, decrease in earnings from any goods or property, loss of financial advantage, business interruption or downtime; or

(ii) depletion of goodwill and/or similar losses; or

(iii) loss of contract; or

(iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

13.3 Nothing in these General Conditions limits or excludes the liability of either Party:

(i) for death or personal injury resulting from negligence; or

(ii) for any damage or liability incurred by either Party as a result of fraud or fraudulent misrepresentation by the other Party; or

(iii) for any other loss which by law cannot be excluded or limited.

13.4 Without prejudice to clause 13.1 or 9.3, the total aggregate liability of Bureau Veritas India Pvt Limited and its Affiliates, and their respective employees, directors, officers and agents, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Certificate of Approval, the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Client to Bureau Veritas India Pvt Limited in respect of the Services that give rise to Bureau Veritas Certification's liability to the Client.

13.5 The Client hereby indemnifies Bureau Veritas India Pvt Limited and its Affiliates, and their respective employees, directors, officers, and agents, and holds them harmless against all and any claims, damages, expenses, liabilities, losses costs and/or expenses (including legal fees) of any nature whatsoever (including, but not limited to, negligence and gross negligence) arising from:

13.5.1 any act, omission, default, breach of contract or negligence of the Client, its agents or employees;

13.5.2 any claim by a third party in connection with the Services, Certificate of Approval and/or the Reports, including, without being limited to, where a Certificate of Approval and/or the Report is disclosed in full or in part to the third party with the consent of Bureau Veritas Certification;

14. FORCE MAJEURE

For the purpose of this clause "**Force Majeure**" shall mean any event or circumstance, the occurrence of which is beyond the reasonable control of the claiming Party, which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation, including (without limitation):

Are considered as Force majeure, any compelling, insuperable and unpredictable event and independent of the will of one, or other of the Parties resulting in the impossibility to achieve or continue the Services.

14.1 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party):

14.1.1 The Force Majeure shall be immediately notified by the Claiming Party to the other in writing causes, and in demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;

14.1.2 The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing, in order to perform the Service.

14.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure.

14.3 If the disability continues for a continuous period of more than 15 (fifteen) days from the date the claiming Party gave written notice under clause 14.1, then either Party shall be entitled (but not obliged) to terminate this Agreement, or any part thereof, immediately on written notice to the other Party and, subject to the provisions of this Agreement, neither Party shall have a claim against the other Party as a result of such termination.

15. TERMINATION

15.1 Bureau Veritas India Pvt Limited may terminate the Agreement at any time and for any reason, without incurring any liability to the Client, by giving a minimum of 30 (thirty) days' written notice to the Client, or such other period as may be reasonable in Bureau Veritas India Pvt Limited Certification's sole opinion in the circumstances.

15.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement, without liability to the other Party, immediately on written notice to the other Party if the other Party:

15.2.1 fails to pay any amount due under the Agreement on the due date for payment and remains in default for 10 (ten) days after being notified in writing to make such payment;

15.2.2 commits a material breach of the Agreement and (if such breach is capable of being remedied) fails to remedy such breach within 10 (ten) days after being notified in writing of the breach;

15.2.3 repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;

15.2.4 becomes unable to pay its debts as and when they become due;

15.2.5 becomes insolvent or enters receivership (for financial or other reasons) or judicial management, or commences insolvency or business rescue proceedings;

15.2.6 assigns or transfers any right or obligations under the Agreement, other than as authorised under this Agreement;

15.2.7 suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business.

15.3 On termination of the Agreement for any reason:

15.3.1 the Client shall immediately pay to Bureau Veritas India Pvt Limited all of Bureau Veritas India Pvt Limited Certification's outstanding unpaid invoices (which shall become immediately due and payable) and interest, if any, on any outstanding sums and, in respect of Services supplied but for which no invoice has been submitted, Bureau Veritas India Pvt Limited may submit an invoice, which shall be payable by the Client immediately on receipt thereof;

15.3.2 the accrued rights and liabilities of the Parties as at the termination and the continuation of any provision of the Agreement expressly stated to survive or implicitly surviving the termination, shall not be affected.

15.4 On termination of the Agreement (however arising), clauses related to confidentiality, intellectual property, data protection, governing law and jurisdiction shall survive and continue in full force and effect.

16. WAIVER

A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the

circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

17. ASSIGNMENT

17.1 The Client shall not, without the prior written consent of Bureau Veritas Certification, cede, assign, transfer or deal in any manner with all or any of its rights or obligations under the Agreement.

17.2 The Client acknowledges that, and hereby expressly consents to, Bureau Veritas India Pvt Limited at any time ceding, assigning, transferring or dealing in any manner with all or any of its rights or obligations under the Agreement

18. SEVERANCE

18.1 If any provision of the Agreement (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part thereof) shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of the Agreement (or part thereof) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. ENTIRE AGREEMENT

19.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the Services.

19.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of India, notwithstanding any conflicts of laws rules that could require the application of any other law.

20.2 The Parties irrévocable agree that the courts of India shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter

C.COMMERCIAL TERMS & CONDITIONS

21. DEFINITIONS AND INTERPRETATION

21.1 **Fees** means the fees payable by the Client to Bureau Veritas India Pvt Limited for the Services, as set out in the applicable Order Form, Proposal or agreed written instructions, excluding accommodation, meals, subsistence, travel and any other incidental costs and expenses of Bureau Veritas India Pvt Limited incurred in respect of the performance of the Services, which will be charged separately as pre-agreed at a fixed rate or at the actual cost thereof;

22. FEES AND PAYMENT

22.1 In consideration for the provision of the Services by Bureau Veritas Certification, the Client will pay the Fees in accordance with this clause 2, unless otherwise agreed in writing between the Parties. The Fees are exclusive of all applicable taxes, unless stated otherwise.

22.2 Bureau Veritas India Pvt Limited shall invoice Clients on delivery of the Services. Under no circumstances will the Certificate of Approval be released until full payment has been received by Bureau Veritas Certification.

22.3 The Client will pay each valid invoice submitted to it by Bureau Veritas Certification, in full and in cleared funds and without deduction or set-off, within thirty (30) days of the date of the invoice.

22.4 Without prejudice to any other right or remedy that Bureau Veritas India Pvt Limited may have, if the Client fails to pay Bureau Veritas India Pvt Limited the initial deposit or advance payment, if any, or any subsequent invoice on or before the due date, Bureau Veritas India Pvt Limited may, in its sole and absolute discretion:

- charge interest on such sum from the due date for payment at the monthly rate of 2.5%, accruing on a daily basis and being compounded monthly until payment is made in full (both dates inclusive), whether before or after any judgment; and/or;
- suspend all Services until payment has been made in full.

22.5 All fees are exclusive of accommodation, meals, subsistence, travel and any other incidental costs and expenses and will be charged by Bureau Veritas India Pvt Limited as pre-agreed at a fixed rate or at the actual cost thereof.

22.6 Unless otherwise agreed between the Parties in writing, all sums payable to Bureau Veritas India Pvt Limited will become immediately due and payable on termination of the Agreement for any reason whatsoever, despite any other provision of the Agreement. This clause is without prejudice to any right of Bureau Veritas India Pvt Limited to claim interest, collection costs, legal costs or any other right in terms of law or the Agreement.

23. INITIAL DEPOSIT

23.1 Bureau Veritas India Pvt Limited may, in its sole and absolute discretion, require the Client to provide an initial deposit or advance payment of an amount or percentage of the Fees as determined by Bureau Veritas Certification, as security for payment of the Fees, on or before the date specified by Bureau Veritas India Pvt Limited or, if no date is specified, prior to commencement of the Services. Bureau Veritas India Pvt Limited will not commence provision of the Services unless and until any such upfront payment has been received in full by Bureau Veritas Certification.

23.2 The payment of an initial deposit or advance payment in no way relieves the Client of timeous payment of any invoices.

24. YEARLY REVISION

24.1 Bureau Veritas India Pvt Limited reserves the right to review and amend its charges annually and, in any case, automatically after the first three years cycle; as a minimum, these charges will be adjusted to take into account the inflation rate, any significant variation of the exchange rates, labour costs or costs implied by changes in the applicable certification schemes.

24.2 Notwithstanding clause 4.1, Bureau Veritas India Pvt Limited will be entitled to claim an increase or modification in the Fees if conditions or circumstances arise that were not reasonably foreseeable at the time the Agreement was entered into or which were beyond the reasonably control of Bureau Veritas India Pvt Limited or if the Client request any postponement or rescheduling of the Services, or any part thereof. If the Client refuses to accept any such increase or modification in the Fees then Bureau Veritas India Pvt Limited reserves the right not to commence or continue with the provision of the Services, or any part hereof.

25. CANCELLATION, POSTPONEMENT OR RESCHEDULING OF THE SERVICES

25.1 Should the Client wish to cancel, postpone or reschedule commencement or further provision of the Services, or any part thereof, the Client must provide Bureau Veritas India Pvt Limited with prior written notification of not less than thirty (30) days in the event of postponements or rescheduling and not less than three (3) months in the event of cancellations.

25.2 Any cancellation, postponement or rescheduling of the Services will in all instances entitle Bureau Veritas India Pvt Limited to claim full payment of the Fees for the Services that have been rendered and any and all costs incurred by Bureau Veritas India Pvt Limited as at the date of cancellation, postponement or rescheduling on presentation by Bureau Veritas India Pvt Limited of an invoice in respect thereof.

25.3 In addition, a cancellation charge, as provided in the Agreement between the Parties, will be levied by Bureau Veritas India Pvt Limited in the event of any cancellation, postponement or rescheduling of the Services. In the event that the initial deposit or advance payment, if any, exceeds the cancellation charge, such excess amount will be refunded to the Client (unless any other amount is due and owing by the Client to Bureau Veritas Certification). The Client agrees that any such cancellation charge is a reasonable measure of the costs incurred by Bureau Veritas India Pvt Limited in preparation of provision of the Services.

25.4 Under no circumstances will Bureau Veritas India Pvt Limited be liable for any claims, costs, damages or losses of any nature whatsoever and howsoever arising as a result of the Client's cancellation, postponement or rescheduling of the Services, or any part thereof.