THE FOLLOWING POINTS HAVE BEEN AGREED.

1. Client entrusts Bureau Veritas that agrees to realise the indicated mission according to the defined particular and general conditions.
2. Client confirms to give the auditor access to the SAQ (Self-Assessment Questionnaire) prior to the audit.
3. Client agrees that the auditor may visit the nominated site, conduct observations, document inspections pertinent to the scope of the audit and conduct confidential interviews with employees to be randomly selected by the auditor with client consent.
4. Client agrees that in case of Critical Non-Compliances, Master Client will be notified directly by the auditors within 24 hours. Refer to SMETA Best Practice Guidance document for critical non-conformance details.
5. Client agrees that the auditor may upload the Audit Report, Issues (Non-Compliances, Observations, Good Examples) and Corrective Action Plans onto the Audit Client’s Sedex account (if Sedex upload is required).
6. Client agrees to give Master Client access to the Audit Report, Issues and Corrective Action Plan within Sedex. Bureau Veritas send all reports and evidences of Corrective Action Plan to Master Client after the initial or follow-up audit.
7. Client has to maintain and update the Corrective Action Plan within Sedex account once evidence of effective completion of corrective actions is provided.
8. Client agrees to provide photographic or documentary evidence to support the completion of corrective actions and where necessary provide access to the auditor to conduct an on-site verification.

Application Form is an integral part of present contract. THE CLEINT ensures the validity of the supplied data on the Application Form with his/her signature.

1. **SERVICE DESCRIPTION**

According to Sedex rules your company will have to request an identification number first. Join and register your company and site and complete your site Self-Assessment Questionnaire (SAQ) on Sedex: www.sedex.org.uk. The Sedex online Self-Assessment Questionnaire must be completed before the audit takes place.

The results of the 4-Pillar audit can be uploaded to the Sedex database upon client consent and could be shared with other Sedex members to reduce the duplicity of audits. Please note that some of these retailers and brands might have additional requirements. These extra requirements can sometimes include having the audit announced or semi announced (for example having a 3 or 4 week window but no exact date), having the actual auditor(s) recognised by the retailer/brand, having summary documents, having the audit loaded to another IT platform and other requests.

So when you book the audit please let us know who you need the audit to be valid for so we can help you ensure you don’t get audit fatigue (requests for redundant audits).

The principal purpose of the initial audit is to assess the client’s organisation in compliance with ETI Code (Ethical Trading Initiative Code), SEDEX requirements, local laws and regulations and the applicable customer specific requirements.
In order to achieve this, the Client must:

- Provide the audit team with sufficient information for them ultimately to conclude that the organisation has been fully documented.
- Allow the audit team access to facilities and review of personnel records in accordance with applicable law and with agreement that the audit team will maintain the confidentiality of such record in order to determine whether SMETA and Customer requirements are being met. Auditors do not require copies of such records, and personnel records can be provided without any identifiable information of the employee to preserve confidentiality. For example, social security number, last name, address etc. can be considered identifiable information and does not need to be reviewed by the auditor to determine conformance to the SMETA requirements. Therefore said identifiable information could be omitted from the personnel records being reviewed by the auditor.
- Co-operate fully in the resolution of any non-conformities.

Your company must send the following documents to Bureau Veritas prior to the audit:

- SAQ (Self-Assessment Questionnaire)
- Business organization
- Site map/plan
- List of employees (permanent, temporary, agency)
- Collective Bargaining Agreements (if applicable)

Your company shall make the following documents available to Bureau Veritas on the day(s) of the audit (in accordance with Federal, State and Local Law with regards to Employee Confidentiality. Auditor will not need copies of the below documents and identifiable information of employees can be protected in order to preserve confidentiality):

- Facility floor plan
- Applicable laws and regulations
- Employee handbook (terms and conditions of employment)
- A list of all the chemicals and solvents used on this site
- Permits, operating licences, Certificates of Operations, etc.
- Government Inspection Reports, e.g., sanitation, fire safety, structural safety, environmental compliance, etc.
- Machinery inspection/service logs
- Accident and injury log (in accordance with local laws and regulations for confidentiality)
- Emergency action procedures
- Evacuation plan
- Time records for the past 12 months (in accordance with local laws and regulations for confidentiality)
- Payroll records for the past 12 months (in accordance with local laws and regulations for confidentiality)
- Piece rate records for the past 12 months (if applicable)
- Insurance, tax and other required receipts

It will be essential that the factory site is operating under normal production conditions at the time of the audit and full site access is given to Bureau Veritas’ auditor(s).

Prior to the scheduled audit dates, Bureau Veritas Certification will provide the Client with a copy of the intended audit schedule together with any supplementary requirements deemed necessary to achieve the requirements.

The SMETA4-Pillar audit will be conducted in accordance with the Sedex rules and Bureau Veritas Certification procedures and will consist of the following elements:
Desk-top analysis of documents  
Site visit  
Interviews with management representatives  
Interviews with employees and union representatives (if applicable)  
On-site document analysis e.g. payroll samples

The on-site audit will usually comprise the following steps:

- Opening meeting
- Site tour
- Employee interviews, individual and group
- Management interviews and documentary reviews
- Auditor pre-closing meeting
- Closing meeting and agreement of Corrective Action Plans with the site management accountable.

During the closing meeting, the lead auditor will present and release a draft report including a description of all Non-Conformities.

The audit frequency of the audit is generally one audit in a three year period time. However, it depends on the Big Brand / retailer’s responsible sourcing requirement.

Our suggestions:

- that site management, employees should be briefed prior to the audit, to guarantee they understand the scope of the audit and what is required from each department.
- that site management should be instructed on the importance of having the correct key personnel and documentation available on the day of the audit (see above) and understand the importance of releasing personnel for interviews on time.
- to make available a quiet room free from interruptions and large enough to accommodate both group and individual interviews. This should be reserved for the auditors use throughout the audit (this should be a place where workers will feel comfortable, near a canteen or a workers’ area is preferred).
- a union or other worker representatives should be briefed about the audit and to ensure their availability and understanding.
- there should be a contact within the site for the workforce if they have any questions or worries about the audit e.g. HR Manager.
- any labour Providers (agency) the site uses should be informed about the audit and make sure they understand the importance of having the correct key personnel and documentation available on the day.
- any questions or points the site may have about the audit should be referred to the auditor for clarification.
- the site should prepare all relevant documents in advance of the visit – see above.
Audit report:

The team leader will provide a final report within 10 days of the closing meeting including:

- Scope – products – customer specific requirements with issue level
- Summary of the audited elements and the related results
- Nonconformities as evidenced during the audit process
- Opportunities for improvement

Your company will be the owner of the Audit Report and is free to share the report with other customers (Master Clients) members of AIM-PROGRESS* Group.

You have to confirm your consent by ticking the **Section 5 - Scope of services** to share the audit Report with AIM-PROGRESS Member Company in the Sedex site.

*AIM: Association des Industries Marque
*Progress: Program for Responsible Sourcing

Follow-up audit:

It is common for facilities to have opportunities to improve systems. Where possible a desktop review can sign off a finding (sometimes called non-compliance) effectively without the need for a revisit. Typical issues that can be desktop include where a policy document or a photo can be sent. These can often be uploaded by the facility to Sedex (if the client is a Sedex member) or emailed (if their client is not a Sedex member). Some issues may require an onsite follow up audit. Most onsite follow up audits can be done within one day and will be charged in addition to the Main Audit charges - this will depend on the size of your facility and the type and number of findings. There is a Sedex document called Non Compliance Guidance that helps auditors decide if issues are desktop or follow up issues. This guidance also prescribes the maximum timescale to sign off issues.

When your issues are resolved please follow the below directions to ensure any pending non-conformances are closed:

A: For desktop issues
   (i) Upload any desktop review evidence to Sedex (if the issues are desktop and if your client is a Sedex member) and also email the evidence to the auditor.
   (ii) Inform your Bureau Veritas office when you have uploaded any evidence to Sedex
   (iii) Any desktop issues can be signed off by Bureau Veritas as they are ready or we can sign off if there is an onsite audit. However your client might want these closed out before any follow up audit can be carried out so please bear this in mind.

B: For onsite follow up audits
   (i) Book a follow up audit when any follow up issues are resolved and any required data is in place. For example for many issues on hours and wages, two months data needs to be in place after the issues were resolved.
   (ii) Check any client requirements you have on when follow up or other audits are required to ensure you meet your client expectations. For example some might have a maximum of 6 months for follow up audit. Others might not need audits again for up to 3 years depending on audit results.

Please note, different brands and retailers have different rules on follow up audits. Please ensure the rules for your client(s) are observed. Examples can be including maximum times before follow up audits are done, frequency of next audits. Your local Bureau Veritas can help you with this if your clients have confirmed such rules with us.
2. **BUREAU VERITAS BUSINESS PRACTICES POLICY**

Bureau Veritas Code of Ethics applies to all Group employees - internal and external auditors - who are expected to comply with it and it is checked regularly.

**We are committed to comply fully with the laws and regulations of the countries in which we operate:**

The Group's reputation for integrity is built on its respect for, and compliance with, those laws, regulations or similar mandatory requirements, that apply to the conduct of its business. It is the personal responsibility of each employee to know the laws, regulations and requirements within his area of activity, to ensure that these requirements are all observed, and to request legal assistance when necessary.

**Anti-bribery rules:**

We categorically reject all forms of bribery and prohibit the offer of gifts or the giving or acceptance of a bribe in any form, direct or indirect, including kickbacks, the use of funds or assets for any unethical purposes and the use of other routes or channels for provision of improper benefits from or to customers, agents, contractors, suppliers and government officials. We apply relevant local and international anti-bribery laws in all jurisdictions within which we are established or perform services.

**By our internal procedures:**

- We monitor certain specific operations such as political contributions, charitable contributions and sponsorship.
- We regulate the offer or receipt of gifts, hospitality or expenses.
- We ensure to maintain accurate books and records which properly and fairly document all financial transactions.

**Dealings with our business partners:**

We seek to ensure that improper payments are not being channelled through intermediaries, joint venture partners, agents and subcontractors. We conduct our procurement practices in a fair and transparent manner. By dedicated internal procedures, we monitor the selection and the ethical behaviour of some of our business partners (intermediaries, joint venture partners, subcontractors, agents, main suppliers and contractors).

**Integrity of our services:**

We avoid situations in which our independence or impartiality may be compromised. We are committed to examining and dealing with such situations openly and transparently.

Our work is carried out honestly in a professional, independent and impartial manner, with no influence tolerated with respect to any deviation from either our own approved methods and procedures or the reporting of accurate results. We must not bow to any pressure or influence.
Our clients’ information:

All information received in the course of the provision of our services is treated as, and will remain, strictly confidential and gathered by the auditor with the utmost respect for company policies, local, state and federal laws.

Integrity of the information and reports supplied:
Each employee is personally responsible for the information he provides and the documents he circulates (including through IT systems). All employees, at every level of the Group, ensure that reports, records and information used or communicated by them, including to upper levels of the various entities (head office, country, divisions, regions, zones or business units, etc.) contain reliable, truthful and complete information.
1. APPLICATION OF GENERAL CONDITIONS; DEFINITIONS

1.1 Unless otherwise expressly agreed in writing and signed by all parties, or solely to the extent otherwise required by mandatory application of law, all actions and services provided by any certification-related entity of the Bureau Veritas Certification North America, Inc. (Designated hereafter as “Bureau Veritas Certification”) are governed by the following Bureau Veritas Certification general terms and conditions of service (the "General Conditions for Certification Services") and by the most current SMETA Audit Protocols and Master Client specific requirements for their suppliers.

1.2 Bureau Veritas Certification offers audit services (“Services”) against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services (“Client”). The audit services offered by Bureau Veritas Certification are “open ended” and can be renewed only upon a written agreement between both parties which will be provided by Bureau Veritas upon request.

1.3 These General Conditions for Certification Services including Bureau Veritas Certification’s offer constitute the sole obligations undertaken by Bureau Veritas Certification, and the sole rights and remedies of the Client, to the exclusion of all other representations, statements, terms, conditions whether express or implied.

1.4 The definitions in this Article apply in these General Conditions for Certification Services:

   Agreement: the Bureau Veritas Certification’s acceptance of a completed Bureau Veritas Certification Order Form or other instructions for Services from the Client, or Bureau Veritas Certification's acceptance of an agreed quotation for Services, or an instruction or request for services by a Client and subsequent acceptance by Bureau Veritas Certification and performance of Services by Bureau Veritas Certification for the Client. These General Conditions govern each Agreement unless separate terms and conditions are agreed to in writing between the Client and Bureau Veritas Certification.

   Bureau Veritas Certification Request for Information / Request For Quotation: Bureau Veritas 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 Bureau Veritas Certification “Proposal for Services” or in a separate document or price list which will be mutually agreed upon in writing by both parties.

   Confidential Information shall mean information disclosed, by one Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, employee, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.

   Intellectual Property shall mean 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 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.

   Party and Parties: individually Bureau Veritas Certification or the Client and collectively Bureau Veritas Certification and the Client.

   Reports: all documents created by Bureau Veritas Certification in relation to the performance of the Services, except Certificate of Approval.
Single-Site Offer: offer issued by Bureau Veritas Certification to a Client for the Services for one site and/or location.

Multi-Site Offer: offer issued by Bureau Veritas Certification to a Client for the Services for two or more sites and/or locations.

1.5 Capitalized terms not otherwise defined herein shall have the meanings given to such terms by the “Conformity Assessment” vocabulary as stated in the ISO17000 standards.

1.6 For the avoidance of doubt, the Client’s standard terms and conditions (if any) attached to, enclosed with or referred to in any Bureau Veritas Certification Order Form or other document shall not govern the Agreement and shall be void and have no effect.

1.7 Bureau Veritas Certification 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 in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

2. BUREAU VERITAS CERTIFICATION’S OBLIGATIONS

2.1 Bureau Veritas Certification 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 under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.

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

2.3 In providing the Services, Bureau Veritas Certification does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers or owners, who, notwithstanding Bureau Veritas 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 Certification relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause the liability to Bureau Veritas Certification to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties. However, Bureau Veritas Certification warrants and represents that it will perform the services in a commercially reasonable and professional manner in accordance with industry standards for such Services.

2.4 For the avoidance of doubt, Bureau Veritas Certification does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or 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 Certification for any activities undertaken by the Client or any product manufactured, distributed, imported, or sold by the Client.

2.5 The Certificate of Approval and the Reports are given only in relation to the written instructions, documents, information and samples provided to Bureau Veritas Certification by the Client prior to the performance of the Services. Bureau Veritas Certification cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or in the Reports to the extent that Bureau Veritas Certification has been given erroneous or incomplete information by the Client.
2.7 Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the Agreement, documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificate of acceptance or conformity, and which are divulged to Bureau Veritas Certification, shall be considered to be for information only, without either extending or restricting Bureau Veritas Certification’s scope of Services or obligations under the Agreement.

3. CLIENT’S OBLIGATIONS

3.1 The Client shall:

3.1.1 Reasonably Co-operate with Bureau Veritas Certification in all matters relating to the Services;

3.1.2 Provide, or cause its suppliers to provide, in a timely manner, access to facilities, documents, information and personnel as reasonably required by Bureau Veritas Certification, its agents, subcontractors, consultants and employees, to perform the Services. The Client shall be responsible for preparing and maintaining 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. The Client shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform Bureau Veritas Certification of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the relevant premises;

3.1.3 Provide Bureau Veritas Certification, either directly or through its suppliers and subcontractors, in a timely manner, such information as Bureau Veritas Certification may require for the proper performance of the Services and ensure that such information is accurate in all material respects;

3.1.4 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;

3.1.5 Ensure that all documents, information and material made available by the Client to Bureau Veritas Certification 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;

3.1.6 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services to the extent that Client has control over such obstructions or interruptions.

3.2 To the extent that Bureau Veritas Certification renders Services, the Client agrees that it is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by Bureau Veritas Certification. Neither Bureau Veritas Certification nor any of its agents warrant the quality, outcome, effectiveness, success or appropriateness of any decision or action undertaken on the basis of the Reports provided under the Agreement.

3.3 If Bureau Veritas Certification's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, Bureau Veritas Certification shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

4. PAYMENT

4.1 Bureau Veritas Certification shall invoice Clients on delivery of the Services. Certificate of Approval and Reports cannot be released until full payment has been received by Bureau Veritas Certification.
4.2 The Client shall pay each valid invoice submitted to it by Bureau Veritas Certification, in full and in cleared funds, within thirty (30) days of the date of the invoice.

4.3 If the Client fails to pay Bureau Veritas Certification on the due date, Bureau Veritas Certification may charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and suspend all Services until payment has been made in full. The fees and any additional charges are exclusive of all applicable taxes.

4.4 All fees are exclusive of travel and expenses and will be charged at cost.

4.5 If the Client postpones the audit service within thirty (30) days of the audit start date, Bureau Veritas Certification reserves the right to charge the full man-day fee of the audit. This sum will not be discounted from the audit fee ultimately charged when the rescheduled audit is carried out.

4.6 If the Client cancels this Agreement, the Client shall pay all outstanding invoices. In addition, if the Client cancels with less than 30 days’ notice prior to the next scheduled audit date, then the Client shall be liable for the full cost of the audit, including all audit man-day and administrative fees.

5. **TERMINATION**

5.1 The Agreement may be terminated by either Party at any time without liability to the other Party by giving a minimum of thirty (30) days' prior written notice to the other Party.

5.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement without liability to the other on giving the other not less than seven (7) days written notice to the other if:

5.2.1 the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than fifteen (15) days after being notified in writing to make such payment;

5.2.2 the other Party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of that Party being notified in writing of the breach;

5.2.3 the other Party 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;

5.2.4 the other Party becomes unable to pay its debts as and when they become due;

5.2.5 the other Party becomes insolvent or enters receivership (for financial or other reasons), or insolvency or bankruptcy proceedings are commenced by or against such Party;

5.2.6 the other Party assigns or transfers any right or interest in this Agreement other than as authorized under this Agreement; or

5.2.7 the other Party suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business.

5.3 On termination of the Agreement for any reason:

5.3.1 the Client shall immediately pay to Bureau Veritas Certification all of Bureau Veritas Certification's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Bureau Veritas Certification may submit an invoice, which shall be payable immediately on receipt;
5.3.2 the Client shall return all of the Bureau Veritas Certification's equipment. If the Client fails to do so, then Bureau Veritas Certification may enter the Client's premises and take possession of it. Until it has been returned or repossessed, the Client shall be solely responsible for their safe keeping; and

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

5.4 On termination of the Agreement (however arising), Articles 6, 7, 8 and 11 shall survive and continue in full force and effect.

5.5 In the event of this Agreement being terminated as per Articles 5.1 and 5.2, the Certificate of Approval and the Reports issued pursuant hereto shall forthwith become invalid and the Client shall cease to use the same and shall return to Bureau Veritas Certification all documentation and other matters issued pursuant thereto or bearing an indication of such Certificate of Approval or Reports.

6. CONFIDENTIALITY

6.1 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading 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.

6.2 The confidentiality undertaking shall not apply to any information:

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

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

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

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

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

6.2.6 which is disclosed to an affiliate of the Party on a need to know basis.

6.3 The Certificate of Approval and the Reports are issued by Bureau Veritas Certification and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of Bureau Veritas Certification.

6.4 Each Party shall be responsible for ensuring that all persons to whom Confidential Information 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.

6.5 On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit Bureau Veritas Certification from maintaining copies of Certificate of Approval and Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or Accreditation Bodies.

7. INTELLECTUAL PROPERTY

7.1 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.
7.2 Each Party shall take necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.

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

7.4 The use of Certificate of Approval is regulated by Bureau Veritas Certification though a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. Bureau Veritas Certification will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.

7.5 For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey any rights of ownership or license whatsoever to the Bureau Veritas Certification’s intellectual property of its proprietary software, nor to the Bureau Veritas Certification’s proprietary audit methods, training materials and best practices manual, nor to the Bureau Veritas Certification’s protocols, nor to the Bureau Veritas Certification’s name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and to issue the Certificate of Approval and the Reports. These shall remain the sole property of the Bureau Veritas Certification.

8. LIMITATION OF LIABILITY

8.1 Notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).

8.2 Nothing in these General Conditions limits or excludes the liability of Bureau Veritas Certification:

8.2.1 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Bureau Veritas Certification; or

8.2.2 for any other loss which by law cannot be excluded or limited.

8.2.3 Without prejudice to Article 8.1, the total liability of Bureau Veritas Certification and its affiliates, and their respective employees, directors, officers, agents, consultants, and subcontractors, negligence arising from or related to the Services, the Certificate of Approval and 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 Certification in respect of the Services that give rise to Bureau Veritas Certification's liability to the Client.

8.2.4 Bureau Veritas Certification shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control, which could not be reasonably foreseen. The client shall fully indemnify Bureau Veritas Certification against all costs, claims, actions and demands arising from the services provided by Bureau Veritas Certification save to the extent only that such claims arise from the neglect of Bureau Veritas Certification, its employees or agents, the use or misuse by the client of any certificate, license, mark of conformity provided by Bureau Veritas Certification in accordance with this agreement and any breach of this agreement by the client.

9. FORCE MAJEURE

9.1 For the purposes of this Article 9, "Force Majeure" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the Bureau Veritas Certification 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), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.

9.2 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. If the disability continues for more than fifteen (15) days, then either Party will have the right to terminate this Agreement

10. ENTIRE AGREEMENT

10.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by Bureau Veritas Certification. These General Conditions for Certification Services shall take precedence over any terms or conditions set out in the Client’s purchase order or other communications with Bureau Veritas Certification, unless expressly otherwise agreed in writing by Bureau Veritas Certification.

10.2 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.

11. LAW

11.1 This Agreement is governed and shall be construed in accordance with [US law] and the Parties submit to the exclusive jurisdiction of the United States courts in the county and state where the services were performed.

11.2 All notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the Party as herein above appearing or as may be subsequently notified by the other.

12. RIGHTS OF THIRD PARTIES

12.1 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

13. APPEALS, DISPUTES AND COMPLAINTS

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

Should a complaint arise about Bureau Veritas Certification North America Inc., such complaint shall in the first instance be made to Bureau Veritas Certification North America Inc. at 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060. If the Client does not wish to complain directly to the Bureau Veritas Certification North America Inc. the complaint shall be sent in writing to Bureau Veritas Certification Holding SAS, 67/71 boulevard du Château, 92200 Neuilly-sur-Seine (France).