

I. GENERAL CLAUSE

The local legislation prevails over these general conditions of sales. The mention CERTIFER in these conditions refer to the entity of the CERTIFER Group issuing the offer or signing the contract.

1.1 OUR SERVICES

All our services are subject to the following general conditions, which form an integral part of our Offer, and which will be included when the contract is drawn up or the Customer's order is placed.

No printed or handwritten clause, contrary to our general conditions, of any nature or origin whatsoever, may be invoked against us, unless it has been accepted by us. Such acceptances may only concern our general conditions of sale and not our general technical conditions for inspection, and certification (8201) and the general conditions for testing.

By signing the offer or issuing the purchase order, the Customer accepts the content of the above-mentioned documents.

1.2 SUBCONTRACT

CERTIFER has the right to subcontract part of the contract activity. In that case, it will ensure and demonstrate that the selected subcontractors have the jurisdiction to provide the service and, when applicable, they are able to meet the criteria stipulated in the applicable regulation. The subcontractor shall be communicated to the Customer for its acceptance.

II. GENERAL CONDITION OF EXECUTION

The Customer will authorise the possible intervention on its premises of our staff for the performance of the service.

The Customer will make available to CERTIFER the necessary resources (documentation, ...) to cover testing, inspection, and certification services as defined in the technical description (assessment plan, assessment program, technical conditions, offer, ..).

The Customer must assure our staff can carry out the work on site under normal and safe conditions. These premises must be, whenever possible, supplied with lighting, equipped with heating facilities, and protected against bad weather and special risks. The places where the services will be carried out must meet the hygiene requirements required to enable our staff to carry out their work normally.

Our staff should only use machinery or equipment that conforms with safe calibration and verification requirements, in good, maintained conditions.

The Customer will ensure all safety provisions relating to working conditions allowing the intervention of staff acting on our behalf.

CERTIFER and the Customer must immediately inform each other of any changes occurring during the performance of the contracted activities:

- change of the involved team,
- statutory changes: the change of legal form, name or denomination, or location of the Head Office

CERTIFER and the Customer also undertake to inform each other without delay of any receivership or liquidation debt restructuring process.

All notifications shall be made by the parties by registered mail with acknowledgement of receipt.

III. DURATION OF THE AGREEMENT

The duration of the agreement is fixed by the schedule as defined in the technical description and starts upon the receipt of the letter of acceptance, contract award or purchase order from the Customer. This agreement's duration is provided on a provisional basis. Any changes to this schedule will be revised in common agreement with the Customer.

IV. FORCE MAJEURE

FORCE MAJEURE will be any circumstance not attributable to a party, or any unforeseeable circumstances due to which the timely performance of the agreement can no longer reasonably be required by the other party, including weather and/or climatic conditions, and/or unforeseen events, and/or natural disasters and/or strikes and/or pandemic at our company.

The party which believes that it suffers or will suffer Force Majeure must immediately inform the other party. If a party believes that the Force Majeure is permanent, the parties can decide on the dissolution of the agreement and its associated consequences. If this is the case, the parties are entitled to compensation for any damage (to be suffered), unless explicitly agreed otherwise.

V. PROPER EXECUTION OF THE SERVICES

CERTIFER undertakes to provide all the resources necessary to perform the services as defined in the contract. The provision of resources and the correct completion of the contract does not include the obligation of a positive result.

The parties will inform each other of any event that may affect the execution times.

In case, our staff is obliged to postpone or interrupt the service either for reasons beyond its control, or for reasons inherent to the Customer, the duration will be, at least, extended with the delay occurred.

If the Customer requests additional services not foreseen at the time of signing the contract, the additional service and the corresponding travel allowances will be subject to an amendment of the initial contract.

VI. TERMINATION OR CONTRACT ORDER CANCELLATION

CERTIFER and the Customer may terminate the contract at any time for justified reasons. Notice of termination must be given in writing by registered mail in accordance with the applicable local customer's statutory right.

CERTIFER may terminate the contract based on other reasons such as, but not limited to:

- a) if the Customer refuses to cooperate with CERTIFER,
- b) if the Customer defaults on payment or becomes financially insolvent.

In this case, all outstanding invoices and expenses incurred are due by the Customer.

If the Customer terminates the contract, CERTIFER will be paid for all services rendered and expenses incurred up to the moment of termination and a fixed flat rate of 40% will be invoiced for all contractual engaged services not provided.

Cancellations of orders must be notified to CERTIFER by registered mail with acknowledgement of receipt. Such cancellations before starting the services will be charged a cancellation fee of 5% of the agreed budget, (plus statutory VAT).

VII. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Our management and staff are bound by professional confidentiality regarding all information obtained for the achievement of their agreed services, and if relevant with the conditions prescribed by the Customer.

Any documents, data, software, processes, or information of any kind that CERTIFER makes available to the Customer for the execution of the contract, are the exclusive property of CERTIFER and must be returned to CERTIFER upon request. The Customer will undertake all necessary measures to ensure that the abovementioned information is not disclosed, and confidentiality is respected by its staff.

VIII. LIABILITY AND INSURANCE

As a third-party organisation, CERTIFER has an obligation of professionalism and quality in providing the services. It cannot be held liable, or the contract be questioned in the event of a negative assessment.

CERTIFER's liability is limited to the value of its contract. It is the responsibility of the Customer to provide the necessary insurances to cover the consequences of damage and accidents caused by using the product or system.

8.1 DURING THE EXECUTION OF CONTRACT

The Customer shall bear, without recourse against CERTIFER, the consequences of any damage of any kind, as a result of the execution of the contract regardless of how or where such damage occurs. Damages can be physical, material, or immaterial, direct, or indirect, affecting his staff, his property, the product, or system under assessment.

The Customer will ensure that his insurance policy covers the risks defined above and includes a waiver of recourse against CERTIFER, its staff and its stakeholders.

8.2 AFTER THE END OF CONTRACT

The issuance of the report and certificate, if any, by CERTIFER is not likely to exonerate, in whole or in part, the Customer from the responsibilities for any damage that may incur as a result of the design, manufacture or use of the assessed or tested product or system.

IX. TERMS AND CONDITIONS OF PAYMENT

9.1 PRICE

Our prices are exclusive of taxes.

If not otherwise specified in the offer, our price is fixed and non-revisable for a period of one year from the date of submission of our offer. The revision is applicable as from the anniversary date of the contract and the revised prices will be applied to the services still to be invoiced.

The formula for the revision is detailed in the letter of offer.

The total cost covers the price and services accepted by the Customer.

Any changes to the specifications of the initial contract will be subject to an amendment negotiated between both parties.

9.2 PAYMENT

The payment terms are defined in the offer and invoices will be issued in accordance with the latter.

The Customer must notify CERTIFER in writing of any objections and complaints against invoices or proof of services provided by CERTIFER within 14 days after receipt of the invoice. Failing to contest within the set period, the invoices are deemed to be accepted by the Customer.

Any delay in payment will result in a penalty of 8% p.a. above the respective base interest of the European Central Bank (ECB), without the need for a reminder.

CERTIFER reserves the right to withdraw the results of its assessment, certification or testing assignments (reports, certificates) in the event of non-payment of invoices.

X. JURISDICTION

In the event of a dispute concerning the contract, the parties agree to settle amicably all disputes that may arise.

The address "satisfaction@certifer.eu" may be used to register an official complaint and to ensure a follow-up.

If the disputes cannot be settled as defined above, the parties agree that they will be governed by the national law of CERTIFER's registered office and brought before the CERTIFER's Commercial Court of the country in which the contract was issued, which will have sole jurisdiction.

XI. GDPR

Some data may be considered as "personal data", as defined in the General Data Protection Regulation (GDPR). In this respect, we inform you that this type of information is for internal use only and will not be passed on to any third party. You have the right to access it, and request its rectification, portability or deletion and the restriction of its processing. CERTIFER stores this data for a period of five years.