

1. General

Interface NRM Limited ("Interface") offers third party certification services ("Services") in order for prospective and existing Clients to be able to demonstrate conformity of Management Systems to customers and end-users.

2. Scope of Contract

- 2.1. This document, together with the application for quote, the quotation document, (when accepted and signed by the Client) and the terms of use of the Interface logos and certification marks ("Terms of Use") shall form the terms and conditions of Contract between the parties ("the Contract").
- 2.2. No terms and conditions of the Client shall apply to the Contract.
- 2.3. This document describes the rights, responsibilities and duties of Interface, and the business or organisation, as identified in the Contract (the "Client"), whose System(s) ("System"- shall mean the organisational structure, responsibilities, activities, resources and events that together provide organised procedures and methods of implementation to ensure the capability of the Client to meet the standard(s) (the "Standard")) has been or is to be Certified ("Certified" - shall mean a System is in operation and subject to a valid certificate of conformance ("Certificate") by Interface to the Standard.
- 2.4. The Certificate awarded by Interface covers only those services or products manufactured and/or supplied strictly within the scope of the Client's System as Certified by Interface.
- 2.5. The Client remains solely liable for any defect in its products, services or system and shall defend, protect and indemnify Interface from any claim, liability and all defect, loss, cost, expense arising out of or in connection with the said products, services or System.

3. IP Rights and Licenses

- 3.1. The Interface intellectual property rights, titles and interests in all service mark(s), trademark(s), certification mark(s) other names or logos, copyright works and inventions remain the property of Interface and cannot be sold or licensed by the Client.
- 3.2. Interface shall award a license to the Client to use its certification mark(s) and logo(s) for the duration of this Contract when used in accordance with the applicable Terms of Use (as amended from time to time), which are available on request.
- 3.3. Interface will audit the use of logos and/or marks. Interface reserves the right to substitute or withdraw the right to use any or all logos, marks, certificates and audit documentation at any time in the event of noncompliance with the Terms of Use or should the Contract be terminated, for whatever reason.
- 3.4. Intellectual property rights, titles and interests in all service mark(s) trademark(s), other names or logos and copyright works belonging to organisations which formally approve Interface to offer the Services or organisations working on their behalf (the "Accreditation Body(ies)") shall remain the property of the respective organisations.
- 3.5. Use of the service mark(s), trademark(s), other names or logos and copyright works described in Clause 3.4 are governed by Standards and rules which are available from the Accreditation Body or Interface.
- 3.6. All claims and uses of the Accreditation Body's service mark(s), trademark(s), other names or logos and copyright works must be in compliance with the requirements of the relevant Standards and rules.
- 3.7. The Client acknowledges the title of the Accreditation Body's intellectual property rights and that the Accreditation Body shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights.
- 3.8. Interface reserves the right to use any information that is brought to its attention and to investigate any infringements of trademark, service mark and intellectual property rights of the Accreditation Body.

4. Obligations of Interface

- 4.1. Interface will appoint competent qualified auditors to conduct audits and assessments of the Client's System in accordance with the Accreditation Body's rules and procedures and Interface's management system requirements.
- 4.2. Interface will ensure that audit and assessment services are delivered at a frequency determined by Interface in order for Interface to maintain confidence in the ongoing efficiency of the System.
- 4.3. Interface will issue audit and non-conformance reports, if appropriate, after each audit activity.
- 4.4. Interface will issue a Certificate on successful completion of the initial certification assessment to the satisfaction of Interface.

5. Obligations of the Client

- 5.1. The Client agrees to comply with any conditions set by Interface for the issue of a Certificate and recognises that Interface has clear and explicit rights to revise the requirements of certification within the period of validity of the certificate.
- 5.2. The Client consents to Interface using outsourced resources in the delivery of its obligations appertaining to this Contract.
- 5.3. The Client shall ensure that its System complies with the current versions of the rules, regulations and Standard(s) against which it is certified. Current versions of the rules, regulations and Standards can be obtained from the respective websites of the Accreditation Body, or from Interface or from the Standards issuing authority.
- 5.4. The Client agrees to undergo regular surveillance and audit as determined by Interface and must provide Interface with reasonable cooperation and assistance and allow Interface access to all premises, documentation and information deemed necessary by Interface to verify the maintenance of the System.
- 5.5. The Client agrees to, and makes necessary arrangements for, the participation of observers
- 5.6. The Client agrees that:
 - a. Interface has the right to undertake unannounced or short notice surveillance evaluations.
 - b. Interface and its Accreditation Body have the right to implement higher surveillance frequencies based on a risk assessment of the Client's Certificate scope, System and location.
 - c. Additional surveillance visits, as deemed necessary by Interface, will be charged at Interface's rates current at the time of supply of such services.
 - d. If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme
- 5.7. The Client recognises that:
 - a. Initial Certification will only be granted once all non-compliances are corrected
 - b. On-going certification is reliant on continued compliance with the Standards rules and regulations of the relevant Accreditation Body, which may change from time to time, including the requirement to address any non-conformances to the satisfaction of Interface in the specified time periods.
- 5.8. The client shall keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to Interface when requested, and:
 - a. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements of certification
 - b. documents the actions taken
- 5.9. The Client shall inform Interface promptly of any significant changes to its product(s), services, resources, management, System or any other circumstances, which may materially impact on the continued validity of its certification, for example but without limitation: change of site, additional sites, change of process, change of ownership, change of scope. In such circumstances the Client shall agree to the payment of any applicable additional fees and expenses deemed necessary for Interface to assess the impact and maintain confidence in the System.
- 5.10. The Client shall allow the Accreditation Body, or its representative, access to any part of the audit or surveillance process for the purposes of witnessing Interface's audit team performing the audit of the System to determine conformity with the requirements of the Standard. This will include the right of access to confidential information. The Client will not have the right within this Contract to refuse such a request either by the Accreditation Body, its representative or Interface.
- 5.11. The Client agrees that information relating to its certification and scope of certification can be made publicly available by Interface and the Accreditation Body.
- 5.12. The Client shall declare to Interface any activity which may create a conflict of interest in relation to its Certified System.

6. Suspension or withdrawal of certification

- 6.1. Interface shall be entitled to suspend or withdraw the Client's certification on 7 days' written notice (or with immediate effect in the case of urgent need) and reserves the right to make public the fact that such action has been taken when, in the reasonable opinion of Interface:
 - a. the Client's acts, omissions or conduct bring or may bring Interface, the Accreditation Body or its Standards into disrepute;
 - b. the Client represents, promotes or advertises any products or Systems which are outside the scope of its Certificate as Certified by Interface;
 - c. the Client makes fraudulent misrepresentation or provides Interface with any inaccurate or misleading information, which is not

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corrected within three working days or immediately on being notified by Interface;

- d. the Client is in material breach of any term of this Contract; or
- e. the Client fails to maintain or demonstrate an effective System such that the confidence in the Certificate is adversely affected.

Where it considers it appropriate, Interface may, at its sole discretion, inform the Client of its intention to suspend or withdraw certification and to allow the Client a reasonable opportunity to take corrective action, within such timescales as Interface may reasonably specify, before the suspension or withdrawal takes effect.

- 6.2. In the event of Interface's withdrawal from accreditation or inability to continue to supply certification accredited by the respective Accreditation Body, Interface will notify the Client within thirty (30) days of such withdrawal and the Certificates relating to the respective scope of the Accreditation Body will be suspended ipso facto within six (6) months after the date of withdrawal.
- 6.3. On suspension or withdrawal of certification the Client shall immediately cease to use any trademarks associated with Interface and
- 6.4. The Client shall advise all relevant existing customers of the suspension or withdrawal in writing within three (3) working days (or other period as determined by Interface) of the withdrawal or suspension taking effect, and maintain records of that advice.
- 6.5. The Client shall, as requested by Interface, either destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s) trademark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect or return all such certification to Interface. The Client shall also cooperate with Interface and its Accreditation Body to confirm that these obligations have been met and shall, if requested, confirm in writing the destruction or return of all such references or certificates by one of its directors.

7. Appeals and Complaints

Clients wishing to complain or appeal about the decisions of Interface shall do so in accordance with the Interface Complaints and Appeals Processes which may change from time to time and are posted on the Interface web site (www.interface-nrm.co.uk) or are available on request.

8. Materiality (Basis of opinion)

Interface conducts its audit activity through a sampling process to determine if the System meets the Standard(s). Any statement of conformity issued by Interface in the form of reports, Certificates or other communications is based on these sampling processes. Interface does not warrant, represent or undertake that these statements mean that all activities are in conformance with the relevant Standard(s) at the time of the audit or that subsequent to the audit activity those activities audited will continue to be in conformity with the relevant Standard. The Client undertakes to make all customers and end users aware of the foregoing provisions of this Clause. Interface accepts no liability to the Client in the event that any loss or claim is suffered by the Client as a result of any finding that the System does not comply with the Standards.

9. Terms and Conditions

This Contract constitutes the sole obligations to be undertaken by Interface, and the sole rights and remedies of the Client.

10. Client Warranty

- 10.1. The Client hereby warrants and covenants with Interface that it will at all times during the subsistence of the Contract comply with all reasonable requirements necessary for the assurance of the Certificate including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory, other competent authority, or such other reasonable requirements of Interface as are necessary to enable the Certificate to be issued and maintained in force in accordance with the standards reasonably expected of accredited or competent certification.
- 10.2. The Client hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to Interface for the purposes of the Contract, both at the time of supply and subsequently. The Client further warrants that in the event that it discovers that certain information provided is not accurate or complete, it will notify Interface of this as soon as it becomes aware of it.

11. Services Fees

- 11.1. Services Fees are quoted (and amended from time to time) for services agreed to be supplied pursuant to the Contract ("Services Fees") on the assumption that the information supplied by the Client was accurate and complete.
- 11.2. Services Fees include the cost of audit services and the use of the Interface logo and, where agreed, the Accreditation Body logo.
- 11.3. Expenses and disbursements may be charged separately in accordance with the quoted terms.
- 11.4. Any service required or supplied additional to the agreed services will be charged at Interface's rates current at the time of supply of such services.
- 11.5. Services Fees may be reviewed and amended from time to time, normally but not exclusively on an annual basis.
- 11.6. Payment is due as per the stated terms on the invoice. Payment shall be made in full, without set off or deduction.
- 11.7. In the event that any payment is not made when due, Interface reserves the right to charge interest (at the statutory rate on commercial debts then applicable) from the due date until payment in full, and/or suspend the provision of all Services and/or terminate the Contract (including suspension or withdrawal of the Certificate), without prejudice to Interface's other rights and remedies.
- 11.8. All fees and expenses quoted are exclusive of all taxes including but not limited to value added or sales tax, which will be charged at the current rate of the Country in which the services are supplied.

12. Postponement (recovery of administrative costs)

If the Client postpones all or part of the services with less than 20 working days' notice, Interface reserves the right to either:

- charge an additional fee amounting to the greater of 25% of the Services Fee in question or one man day at the then current rate
or
where the costs and resources cannot be defrayed, charge all or part of the Services Fee as appropriate.

13. Cancellation (recovery of administrative costs)

Should the Client wish to cancel or withdraw from the Contract and without prejudice to Interface's other rights and remedies hereby reserved, Interface shall charge and be entitled to recover either:

- an additional fee amounting to 50% of the Services Fee in question
or
where the costs and resources cannot be defrayed, charge all or part of the Services Fee as appropriate plus the cost at the then current man day rate of any work performed up to the receipt by Interface of the notice of the cancellation or withdrawal.

14. Termination

14.1. Either party may terminate the Contract:

By notice

Either party may give three months written notice to the other and the Contract shall terminate upon expiry of said three month period.

Or

By default

Immediately upon either party being notified in writing by the other of any material breach of this Contract and the material breach, not being remedied within 14 days from the date of receipt of said notification.

If either party goes into liquidation, receivership or an administrator is appointed for all or part of the undertaking thereof.

If either party ceases to trade, whether in whole or in part.

14.2. In the event of the Contract being terminated (except in the case of material breach by Interface) the Interface Certificate issued pursuant hereto shall immediately become invalid and the Client shall cease to be entitled to use the same or any logo or mark of Interface and its Accreditation Body and shall destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s) trademark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect. The Client shall confirm in writing that these obligations have been met and shall provide full co-operation to enable Interface and its Accreditation Body to carry out any verification activities necessary.

15. Liability

15.1. Subject to Clause 15.2 below the aggregate liability of Interface, or its respective offices, representatives and employees, to the Client for all direct loss in contract, tort or otherwise arising out of or in connection with this Contract shall be limited to 150% of the payments due by the Client to Interface within the calendar year of the date that such liability arises.

15.2. Except in respect of death or personal injury caused by negligence of Interface or fraudulent misrepresentation in respect of which liability shall be unlimited, Interface shall not be liable to the Client for any loss of profit (whether direct or indirect), contracts or goodwill, loss or corruption of data or for any indirect, special or consequential loss or damage or any other claims for compensation whatsoever which arise out of or in connection with performance or non-performance of the Contract by Interface.

16. Indemnity

16.1. The Client shall fully and effectively indemnify Interface and keep Interface indemnified against all loss of or damage to any property or costs, expenses, claims, actions, demands and liabilities arising from or caused by:

- a. The use or misuse by the Client of any Certificate, license, logo, service mark or trademark provided by Interface in accordance with the Contract;
- b. Any breach of the Contract by the Client;
- c. Illness, injury or death to any personnel of Interface, the Client, its subcontractors, suppliers or customers, together with any of their employees, agents or directors other than where due to the negligence of Interface; and
- d. Damage to or loss of property or equipment owned, leased or used by Interface (except to the extent that Interface has liability under the immediately preceding Clause (Liability));

16.2. The Client hereby acknowledges that a breach, default, non-compliance or non-observance by it of its duties and obligations owed under the Contract or otherwise may result in Interface being in breach, default, non-compliance or non-observance of its duties, liabilities and obligations owed to third parties such that Interface will be liable in damages or otherwise will sustain loss, costs or expense. Any such damages, loss, cost and expense are hereby agreed to be within the contemplation of the parties as being the probable results of any such breach, default, non-compliance or non-observance by the Client of its duties and obligations owed.

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17. Force Majeure

Interface shall not be liable in any respect should it be delayed or prevented from discharging its obligations under the Contract as a result of any matter beyond its reasonable control ("Force Majeure") and the time for performance shall be extended by the period of Force Majeure.

18. Confidentiality

Except as may be required by law or required by the Accreditation Body, Interface and the Client will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of the Contract, provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract or which was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is required to be disclosed by law. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

19. Law

All matters arising out of or in connection with this Contract shall be governed in accordance with English Law and the parties submit to the jurisdiction of the English Courts or any Court of competent jurisdiction as determined by Interface.

20. Warranty

- 20.1. Interface warrants that it will provide the services with reasonable care and skill.
- 20.2. Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, are hereby excluded to the fullest extent permitted by law.

21. Waiver of Remedies

Any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder shall not operate as a waiver of any breach or default by the other party. A right under this Contract may only be waived if in writing and signed by an authorised representative.

22. Entire Agreement

- 22.1. This Contract (as defined in Clause 2.1) supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter.
- 22.2. Interface reserves the right to make variations to this Contract, by giving the Client not less than fourteen (14) days' notice of the variation, with the Contract as varied applying immediately on the expiry of such notice.

23. Assignment

Neither party shall assign the Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

24. Invalidity and Severability

If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of the Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

25. Headings

Headings and numberings of Clauses are for ease of reference only and shall not affect the interpretation or construction of the Contract.

26. Notices

- 26.1. Any application, notice or any other communication, if it is made according to this Clause, shall be considered to be valid:
 - a. If it is sent by pre-paid first-class mail, the second working day as from the date of delivery;
 - b. If it is delivered in person, in the moment of delivery in the address specified in this Clause;
 - c. If it is sent by fax, in the date of transmission, provided that a copy confirming the notification is sent on the same working date by pre-paid first-class mail in the manner established in this Clause; or
 - d. If it is sent by e-mail, when received by the recipient in a legible way;
- 26.2. However, if the delivery is carried out in person or by fax or e-mail on a day that is not a working day, or after 2:00 p.m. on a working day, the notification shall be considered to be made on the following working day.
- 26.3. Any application, notice or any other communication, in the case that it is sent by mail, or delivered in person, or sent by fax, or sent by e-mail shall be addressed to the recipient using the contact details, which may change from time to time, specified on the Interface web site (www.interface-nrm.co.uk), or on request, or in any other address that the recipient could have notified in writing to the sender