

General Terms and Conditions of Sale for Certifications

Preamble

These General Terms and Conditions are presented to our customers who acknowledge having fully read and understood them before placing an order to ALIENOR CERTIFICATION Ltd. They cannot be modified by any contradictory information written on the order form, at any time of the process. Any opposite clause will only be valid if it has been accepted in writing by ALIENOR CERTIFICATION Ltd. Any flyer or catalogue made by ALIENOR CERTIFICATION Ltd is only for reference purposes. Moreover, ALIENOR CERTIFICATION Ltd may at any time make amendments to these Terms and Conditions.

1. Order

1.1. Purpose of the order

Any order placed by the customer leads to a written proposal from ALIENOR CERTIFICATION Ltd. This proposal must include the precise description of the service as well as its potential conditions, and is valid for 2 months, except for particular clauses or conditions. The services can be carried out remotely.

If the proposal is scheduled for several years, it can be amended according to economic fluctuations, following calculation methods compliant with the general regulation of price adjustments. The fee schedule and the procedure PRO-007 Complaints and appeals are available upon request on the website <https://alienor-certification.uk/>.

1.2. Order agreement

ALIENOR CERTIFICATION Ltd is committed to the client's order only once it has been definitively accepted through:

- ✓ The written acceptance of the proposal (**by signed estimate, email or specific order form**) and
- ✓ The receipt of a deposit

Any order transmitted by our representatives is only binding on ALIENOR CERTIFICATION Ltd after written confirmation. Similarly, any order or agreement made verbally by telephone must be confirmed in writing to us to bind ALIENOR CERTIFICATION Ltd.

1.3. Amendment or cancellation of the order

Once an order is placed it cannot be amended or cancelled, unless ALIENOR CERTIFICATION Ltd agrees to it and defines the conditions of this cancellation/amendment.

In any event, in case of an anticipated cancellation of the order by the customer, ALIENOR CERTIFICATION Ltd reserves the right to claim fees corresponding to the expenses incurred at the time of cancellation.

ALIENOR CERTIFICATION Ltd reserves the right to make amendments to the order at any time and is committed to informing the customer forthwith.

1.4. Error in the order

ALIENOR CERTIFICATION Ltd may correct any error that may occur when placing an order and shall not incur any liability as a result.

2. Performance of the service

2.1 Dates and time frames

2.1.1. Date of service

The dates of performance of the service have to be predefined in agreement with the customer.

2.1.2. Duration of service

The duration of service is determined according to the customer's application and the information provided.

In the beginning, ALIENOR CERTIFICATION Ltd will confirm if the service can be performed within the predicted timeframe, and, if not, an amendment of this timeframe will be made.

In case the customer cancels the application due to a modification of the timeframe, they shall pay for all the services provided before the cancellation date. No amendment of the timeframe will give the right to the customer to claim financial compensation.

For each open file and for which ALIENOR CERTIFICATION Ltd would be waiting for compulsory elements in the Type-Examination such as a technical file, marking, manufacturer's instructions, and information, ALIENOR CERTIFICATION Ltd reserves the right to close the file after 3 months without response. All incomplete or closed files will result in a minimum invoicing of 200 £.

2.2. Samples

The customer shall provide ALIENOR CERTIFICATION Ltd with free samples, necessary for the performance of the service (the shipping fees are at the customer's cost).

ALIENOR CERTIFICATION Ltd cannot be held responsible for the degradation of the samples considering that they are provided for experiment purposes.

The reception of samples can be made from Mondays to Fridays from 8:30 AM to 12:30 AM and 1:45 PM to 5 PM (4 PM on Fridays) at either one of the following addresses (depending on the evaluation procedure).

ALIENOR CERTIFICATION Ltd
11 Burford Road,
London E15 2ST
United Kingdom

ALIENOR CERTIFICATION
21 Rue Albert Einstein, 86100 Châtellerault
France

Samples will be destroyed after 1 month following the issue of the Type-Examination Certificate unless requested otherwise by the client.

2.3. Reports and certificates

The evaluation report and certificates as well as any other related documents are written in English.

The evaluation report and the Type-Examination Certificate will be sent to the customer by e-mail (in electronic format) and approved with the help of an electronic signature.

- 2.4. ALIENOR CERTIFICATION Ltd allows customers to refer to the accreditation of ALIENOR CERTIFICATION Ltd solely by the full reproduction of the reports issued and/or by the full reproduction of the Type-Examination Certificates

2.5. Customer's obligations

The customer is committed to:

- ✓ Respect the ALIENOR CERTIFICATION Ltd rules:
 - The certification regulation
 - The legal provisions of ISO/IEC 17065 standard outlined down below
- ✓ Make sure that the product is identical at all points to the certified product in order to continue to meet certifications requirements
- ✓ Make the necessary arrangements for the evaluation (and surveillance if necessary), the investigation of complaints, and the participation of observers (if applicable)
- ✓ Make statements in accordance with the scope of the certification
- ✓ Not to use the certification of its products in a way that could harm ALIENOR CERTIFICATION Ltd, nor make a declaration on the certification of its products that ALIENOR CERTIFICATION Ltd may consider misleading or unauthorized
- ✓ To stop using all means of communication that refer to the certification and to comply with all other measures in the event of suspension, withdrawal, or termination of certification
- ✓ Concerning conformity assessment (UKCA marking), the client undertakes to immediately inform ALIENOR CERTIFICATION Ltd of any substantial modification linked to the scope of certification.
- ✓ Mention to others that in case of copies of documents, they must be reproduced in full
- ✓ When referring to the certification of its products in communication media (advertising, brochure) comply with the requirements of ALIENOR CERTIFICATION Ltd and/or the specifications of the certification program
- ✓ Comply with all requirements that may be prescribed in the product certification program relating to the use of marks of conformity and product information
- ✓ Keep a record of all complaints regarding compliance with certification requirements, make them available to ALIENOR CERTIFICATION Ltd and implement and document actions to respond to complaints
- ✓ Inform ALIENOR CERTIFICATION Ltd as soon as possible before carrying out any modification of the quality system, or in the event of a change that could have consequences on compliance with the requirements of the standard or any other modification that could call into question the issued certificate
- ✓ Implement appropriate changes when they are communicated by ALIENOR CERTIFICATION Ltd

2.6. Information available to the public

The certification program, the fee schedule, the **PRO-007** "Complaints and appeals" procedure, the **PRO-010** "Withdrawal or suspension of certification" procedure, and a description of the means by which ALIENOR CERTIFICATION Ltd obtains financial support are available upon request by contacting ALIENOR CERTIFICATION Ltd by email or phone.

3. Prices and payment

3.1. Prices

Prices are fixed according to the economic conditions indicated in the offers. They can be adjusted according to the variation of the cost of their parts within the framework of the existing legislation.

Prices are subject to change and, where applicable, the policy is subject to additional invoicing if the elements used as a basis for their calculation are modified following a declaration by the client, or the finding of ALIENOR CERTIFICATION Ltd (example: additional time for the analysis of documents provided by the client) or in the case of additional services made necessary for the validation of the certification file. Discounts can be applied according to internal criteria. For customers based outside the UK, currency exchange fees are to be covered by the customer.

3.2 Payment terms

Every order leads to the creation of an invoice which has to be paid to ALIENOR CERTIFICATION Ltd within 60 days from the date of the invoice, by cheque or wire transfer. The issuance of the Type-Examination Certificate is subject to the receipt of the balance payment of the invoice.

3.3 Payment delays and defaults

Prices indicated in the estimate or order are made based on data provided by the customer and for normal conditions of performance of the service. Any modification in the provided service or the performance conditions must lead to an additional estimate.

According to the UK late Payment Legislation ¹, the maximum payment term is 60 days end of the month on the date of the invoice. Failure to pay by the due date: ALIENOR CERTIFICATION Ltd is entitled to obtain from the customer a fixed charge of £40, £70, or £100 depending on the size of the debt (under £1,000, under £10,000, and higher), and a statutory interest rate (at least 8 percentage points above the Bank of England's reference rate).

In the particular case, where the service concerns the realization and provides for the delivery of equipment, the ownership of this equipment is acquired by the client only after full payment of the invoice.

4. Confidentiality

ALIENOR CERTIFICATION Ltd shall not communicate any information regarding the assigned work to any third party without the written agreement of the applicant. This is not the case for information that must be shared with the competent authorities or other approved bodies. The client shall be notified of the information provided unless prohibited by law.

ALIENOR CERTIFICATION Ltd staff is bound by professional secrecy.

ALIENOR CERTIFICATION Ltd reserves the right to use, for relevant purposes, the customer's files, documents, and other equipment available during the performance of the service. Any document is likely to be examined by UK authorities such as the UKAS (UK Accreditation Service), the internal auditors, etc, who may if needed make copies.

Any logo provided to ALIENOR CERTIFICATION Ltd by the customer may be used freely by ALIENOR CERTIFICATION Ltd within the framework of the service.

PPE information may be communicated to the subcontractor in order to carry out the tests.

¹ The term Late Payment legislation refers to the Late Payments of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013. <https://www.gov.uk/late-commercial-payments-interest-debt-recovery/print>

5. Impartiality

ALIENOR CERTIFICATION Ltd undertakes to identify any conflict of interest with the client that alters or is likely to alter the performance of the service due to interests conflicting with their proper execution and to the detriment of the client's interests. Furthermore, the client undertakes to declare to ALIENOR CERTIFICATION Ltd any conflict of interest likely to call impartiality into question.

6. Non-discriminatory conditions

ALIENOR CERTIFICATION undertakes to provide all applicants with the same level of certification without any discrimination.

7. Guarantee and responsibility

It is the client's responsibility to take the precaution of being informed and/or advised on the object of the service ordered and to verify whether it is truly adapted to the need that they have identified.

At the client's request, ALIENOR CERTIFICATION Ltd may provide information or inquiries, without being held responsible for these. ALIENOR CERTIFICATION Ltd guarantees that the services provided comply with the requirements and specifications as stated in the proposal issued by ALIENOR CERTIFICATION Ltd and that it will use all its competence, care, and reasonable diligence in performing the services. This guarantee is the only one granted by ALIENOR CERTIFICATION Ltd to the client, to the exclusion of any other guarantee, whether explicit or implicit. For the execution of its services, ALIENOR CERTIFICATION Ltd contracts an obligation of means.

7.1 Liability limitation and waivers of recourse

The liability of ALIENOR CERTIFICATION Ltd is strictly limited to the obligations arising out of the order. ALIENOR CERTIFICATION Ltd will compensate the customer for any damage or prejudice made to their products or staff, if the damages or prejudice are due to negligent acts or omissions from ALIENOR CERTIFICATION Ltd, excluding any other cause.

The customer will give up any intangible prejudice. Therefore, ALIENOR CERTIFICATION Ltd will in no circumstances have to compensate for losses such as operating, production, profit, contracts, revenue losses, financial or economic losses, and, more broadly, intangible or indirect losses caused to the customer or a third party by ALIENOR CERTIFICATION Ltd or by their subcontractors or suppliers.

The full responsibility of ALIENOR CERTIFICATION Ltd is limited to the order amount, all causes combined. The customer on their behalf and the behalf of their insurers, renounce to ask ALIENOR CERTIFICATION Ltd and their insurers for compensation outside the limitations explained in this clause. Moreover, the customer takes responsibility for their products and is committed to exempt in defending end and holding harmless ALIENOR CERTIFICATION Ltd for any claim regarding the products.

7.2 Fortuitous events, major force, and accidents

ALIENOR CERTIFICATION Ltd cannot be held responsible in case of non-performance or delay in the execution of the service due to causes beyond its control.

8. Applicable legislation and relevant courts

8.1 Governing law

Any contract concluded, as well as any order accepted by ALIENOR CERTIFICATION Ltd shall be governed by English law, both about the creation, execution, interpretation, and termination of the said contracts and orders

8.2 Competent jurisdiction

Any dispute between ALIENOR CERTIFICATION Ltd and the customer will be within the exclusive field of competence of the Tribunal of London whatever the place of delivery and the place of execution of the services.

9. General measures

9.1 Assignment or legal change of the client

Regarding orders, the customer shall not transfer their rights or obligations without having the written agreement of ALIENOR CERTIFICATION Ltd.

9.2 Inoperative provision

If any provision is to be set aside or declared inoperative, the validity of the other provisions shall not be affected

9.3 Modifications

The General Terms and Conditions presented herein can only be amended or modified via a written document.

9.4 Non waiver

The fact that ALIENOR CERTIFICATION Ltd does not avail itself at a given moment of any of the present General Conditions, cannot be interpreted as a waiver of the right to avail itself of any of the said conditions at a later date.

9.5 Specific conditions

ALIENOR CERTIFICATION Ltd reserves the right to negotiate particular conditions with the customer, potentially deviating from the Terms and Conditions presented herein. However, no specific condition shall prevail against the Terms and Conditions presented herein, except in the case of a formal written agreement from ALIENOR CERTIFICATION Ltd.