



Audits Service Terms & Agreements

1. Services / Agreements

- 1.1 IDFL services may include all or any of the following (hereinafter: the "Services"): Audits and Certifications of products, processes, services, processing and/or production units or management systems of the Client stated in the IDFL Agreement (hereinafter: "Agreement") according to the applicable Certificate, Certification or Certification Documents (as mentioned and defined in the Agreement).
- 1.2 By signing the Agreement, IDFL and the Client enter a formal contract (hereinafter: the "Agreement") on the Terms and Conditions as specified therein.
- 1.3 These general terms and conditions (hereinafter called "Terms and Conditions") shall apply to all agreements issued by the IDFL entity that is the contracting party (hereinafter: "IDFL") entered into by and between IDFL and the Client for the provision of audits and certification services as defined within the Agreement.
- 1.4 IDFL and the Client agree to comply with all the Terms and Conditions of the Agreement.
- 1.5 The Client shall have the right, power and authority to enter into and perform its obligations under the Agreement and that the execution or performance of the Agreement shall not infringe upon or violate the rights of any third party or violate any laws.
- 1.6 All quotations are valid for the period as mentioned in the Agreement concerned. If no period of validity is mentioned, the agreement will be valid for fourteen (14) days after the day on which the agreement was provided.
- 1.7 If any provision of these Terms and Conditions or any part thereof shall be found or held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions shall in no way be affected or impaired and the remaining provisions shall remain in full force and effect to the maximum extent permitted by the applicable laws and the invalid provision shall be replaced by a provision which reflects the intent of the original provision as closely as possible.
- 1.8 IDFL reserves the right to delegate the performance of its obligations under the Agreement to any of its affiliates and/or reputable service provider (hereinafter: the "Subcontractor(s)"), provided, however that, with respect to IDFL and Client, IDFL shall be and remain fully responsible for the acts, omissions and defaults of any duly appointed Subcontractor as if they were the acts, omissions or defaults of IDFL. IDFL may disclose to its Subcontractors any confidential information necessary to perform the Services.
- 1.9 If IDFL, in its sole discretion, finds it necessary and reasonable to perform additional evaluations (defined as audits, inspections, assessments, or surveillances), the costs for these extra evaluations shall be invoiced to the account of the Client in accordance with the relevant cost schedule.
- 1.10 IDFL reserves the right to place holds on the issuance of transaction certificates if the transaction is linked to delinquent payments to IDFL, ongoing investigations, external complaints, and or requests from scheme owners.
- 1.11 IDFL and its clients reserve the right to terminate their agreement at any time, for any reason, with a minimum of 30 days' written notice.
- 1.12 IDFL specifically disclaims any representations or warranties expressed or implied regarding the Services, including any implied warranties arising from the course of dealing or course of the performance of the Services. The representations and warranties set forth in the Agreement (including these Terms and Conditions) are the only warranties made by IDFL and shall not be enlarged or diminished without IDFL's prior written consent.
- 1.13 IDFL is neither an insurer nor a guarantor and disclaims all liability in such a capacity. A Client seeking a guarantee against loss or damages should obtain appropriate insurance.
- 1.14 Except as otherwise provided in the Agreement, failure by either Party to exercise, or any delay in exercising, any of its rights or remedies provided under this Agreement (including these Terms and Conditions) or provided by the applicable laws shall not constitute a waiver of its rights or remedies or any other rights or remedies, nor shall it preclude or restrict any further exercise of its (other) rights or remedies.



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2 Responsibilities and Obligations of the Client

- 2.1 The Client shall not assign any of its rights nor delegate the performance of any of its obligations under the Agreement, except with the prior written consent of IDFL (such consent not to be unreasonably withheld or delayed) and only to the extent specified in such consent. Any attempt of the Client to assign any of its rights or to delegate the obligations under the Agreement, without the consent of IDFL, is void.
- 2.2 The Client shall timely provide all cooperation reasonably required for the proper and timely execution of the evaluation and shall provide full access to all information and facilities that relate to the scope of the Agreement. The Client shall timely make all required arrangements for the accomplishment of the evaluation activities. The Client shall timely make available to IDFL any and all information and documents deemed necessary, in the specified form and manner, and shall guarantee the correctness, completeness and reliability of said information and documents and guarantee that such information or documentation is not misleading in any respect. Additionally, the Client must provide IDFL and any parties rightfully involved in the certification process unobstructed access without prior notification to all areas, premises and units which fall within the certification scope and make personnel and equipment available for the effective performance of evaluation activities. The Client shall ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the evaluation. The Client shall take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the evaluations and inform IDFL in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.
- 2.3 The Client shall make all necessary arrangements for:
- 2.3.1 the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, locations, facilities, sites/units, areas, personnel, and client's subcontractors.
 - 2.3.2 Investigation of complaints
 - 2.3.3 The participations of observers.
- 2.4 The Client shall fulfill the certification requirements of the Standard / Scheme (as outlined in the Certification Documents), including implementing appropriate changes when they are communicated by IDFL.
- 2.5 If the certification applies to ongoing production, Client shall ensure the certified activities (e.g. processes, products) continues to fulfill the certification requirements.
- 2.6 The Client shall make claims regarding certification consistent within the scope of the Certification Documents.
- 2.7 The Client shall not use its Certification in such a manner as to bring IDFL into disrepute and shall not make any statement regarding its certification that IDFL may consider misleading or unauthorized.
- 2.8 Upon suspension, withdrawal, or termination of the Certification, the Client shall discontinue its use of all advertising matter that contains any reference thereto and takes action as required by the Certification Scheme (e.g. the return of any certificates) and takes any other required measures.
- 2.9 If the Client provides copies of the certificates to others, the certificates shall be reproduced in their entirety or as specified in the Certifications Standard / Scheme and related Certification Documents.
- 2.10 In making reference to the Certification in communication media such as documents, brochures, or advertising, the Client shall comply with the requirements of IDFL or as specified by the Certification Standard / Scheme. The Client must, upon request of IDFL, withdraw and/or rectify any misleading or incorrect publications or information regarding its certified activities.
- 2.11 In meeting the requirements of the Standard / Scheme, the Client shall be entitled to use the applicable mark(s) of conformity on products which have been certified by IDFL and for which it holds a valid Certificate. The Client shall comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of



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conformity, and on information related to the products.

- 2.12 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 IDFL when requested, and (i) takes appropriate action with request to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; and (ii) documents the actions taken.
- 2.13 The Client shall inform IDFL of changes that may affect its ability to conform with the certification requirements or that could impact the validity or truthfulness of the Certification. Examples of changes may including, but shall not be limited to: (i) legal, commercial, organizational status or ownership; (ii) management; (iii) modifications to the product or production method; (iv) address or production sites; (v) major changes to the quality management system.
- 2.14 The Client shall not use a Certification granted by IDFL for activities or products for which it was not issued.
- 2.15 The Client is obligated to accept any evaluation by IDFL, its Accreditation Bodies, the scheme owners or any other formally appointed body in conformance with the Standard / Scheme and Certification Documents.
- 2.16 If so, required by the Certification Standard / Scheme (or related Certification Documents) for the purpose of verification, samples for analysis must be made available by the Client and must be placed free of charge at IDFL's disposal. IDFL will not hold any responsibility for the accuracy of the results of such analyses.

3 Responsibilities and Obligations of IDFL

- 3.1 IDFL will provide the Services as further stipulated in the Agreement for the Certification in accordance with the terms and conditions set out in the Agreement and the Certification Documents (including these Terms and Conditions). The Client acknowledges that any Services provided by IDFL are performed within the limits of the scope of services agreed upon between the Parties.
- 3.2 In the performance of the Services under the Agreement, IDFL will apply professional personnel having, in the reasonable opinion of IDFL, the required skills, experience and competence in order to execute the Services in an appropriate way.
- 3.3 IDFL shall be neither in breach of the Agreement nor liable to the Client for any breach of the Agreement if and to the extent such breach is caused by the failure of the Client to comply with its obligation set out in the Agreement and these Terms and Conditions.
- 3.4 IDFL shall, in the performance of the Services on the Client's premises take reasonable steps that it shall comply with all health and safety regulation, provided that the Client makes IDFL aware of the same prior to the commencement of the Services and such regulations do not inhibit the correct performance of the Service.

4 Reports and Certificates

- 4.1 Any report issued to the Client shall be only for the Client's use and benefit.
- 4.2 Any report or certificate provided by IDFL under the Agreement and the copyright contained therein shall be and remain the property of IDFL and the Client shall not alter or misrepresent the contents of such reports and certificates. The Client shall be entitled to make copies for its internal purposes only, which shall clearly state that it is a copy.
- 4.3 The Client understands and acknowledges that reliance on any reports or certificates issued by IDFL is limited to the facts and representations set out in such report or certificate which represents IDFL findings at the time of the performance of the Services.
- 4.4 IDFL certificates are granted to the Client on a non-exclusive basis.
- 4.5 Unless otherwise provided for in the Agreement, the certificate shall be valid until the expiration date mentioned on the certificate, provided that:



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- 4.5.1 No deviations, alterations and/or other changes have occurred with regard to the production method and units on the date they were evaluated, such production method and production units having been granted a certification based on that evaluation; and
- 4.5.2 The Agreement has not been terminated due to any reason whatsoever.
- 4.6 Verbal affirmations or agreements regarding the Certification by or with IDFL's personnel, do not bind IDFL in any way. Only upon taking a formally substantiated certification decision by IDFL shall a certificate be granted to the Client.

5 Confidentiality

- 5.1 Where IDFL obtains confidential information of the Client in relation to the performance of the agreed services, it shall, (i) keep that information confidential, by applying the same care that it uses for its own confidential information; (ii) use that confidential information only for the purpose of the Agreement; (iii) not disclose that confidential information or give access to that confidential information to a third party, without the prior written consent of the Client, except to the extent required by law and/or the Agreement, which shall expressly include the right to disclose to any Subcontractor retained by IDFL.
- 5.2 To gain and maintain confidence in Certification, IDFL may provide appropriate access to, or disclosure of, nonconfidential information about the conclusions of specific evaluations (e.g. in response to complaints) to specific interested parties.
- 5.3 Clause 5.1 shall not apply to any confidential information that: (i) is or becomes generally known or available to the public without breach of this clause; (ii) is known to IDFL at the time of disclosure, or as evidenced by written records of IDFL; (iii) is known or independently developed by IDFL and can be proven as such through written records of the IDFL; (iv) is disclosed to IDFL in good faith by a third party who has an independent right to such subject matter and information; or (v) is required to be disclosed by law or any regulatory authority, provided that IDFL has given the Client written notice of the requirement to disclose and where possible give the Client the reasonable opportunity to prevent the disclosure through appropriate legal means.
- 5.4 IDFL shall ensure the compliance by its and their officers, employees or Subcontractors with its obligations under this Confidentiality Clause, provided however that with respect to the Client and IDFL, IDFL shall at all-times remain responsible for the Confidential Information.
- 5.5 The Client acknowledges that IDFL may retain in its archive for the period required by law or the rules of the relevant accreditation body, all information and documents related to the Services provided.

6 Use of Marks of Conformity (Logos)

- 6.1 The Client is entitled to use any applicable mark of conformity in accordance with the provisions and requirements stipulated in the relevant Certification Documents.
- 6.2 The Client may use the relevant mark(s), on products which have been certified by IDFL and for which the Client holds a valid certificate issued.
- 6.3 The Client shall upon receiving notice of suspension or withdrawal of its Certification, discontinue all use of communications that contain a reference to certification, as instructed by IDFL, and revise all advertising materials accordingly when the scope of certification has been reduced. In case the Client has attached a mark directly to the product, it will refrain from bringing this product on the market whilst under suspension.
- 6.4 The right to use the mark of conformity is granted to the Client on a non-exclusive basis.
- 6.5 When referring to the certification granted by IDFL in (the) media such as documents, brochures or advertising, the Client shall always comply with the requirements imposed by IDFL or as specified in the Certification Documents.



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7 Service Fees

- 7.1 In the event that any unforeseen problems or expenditures arise in the course of carrying out any of the contracted services, IDFL shall be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the service.
- 7.2 In case of cancellation of the evaluation visit by either the Client or IDFL (due to non-payment of the invoice), all costs already made for the evaluation visit such as but not limited to costs for flight tickets, visa, vaccinations, etc. will be charged to the Client.
- 7.3 If the Client desires amendments or additions to the Agreement regarding the unit(s), product(s), process(es) and/or service(s) which must be evaluated after the Agreement has been executed, the Client shall formally apply for these amendments or additions by means of an application form. IDFL shall provide the Client with an amended Agreement, covering the amended scope of certification and any and all related adjustments in evaluation time allocation and costs.
- 7.4 The Client shall pay, defend, indemnify and hold harmless IDFL and its affiliates from and against all taxes and charges (including any penalties, fines or interest thereon) imposed by any competent authority with respect to the Services performed by IDFL or with respect to any breach of Client of any duty or obligation under the Agreement or these Terms and Conditions.
- 7.5 The Client shall not be entitled to retain or defer payment of any sums due to IDFL on account of any dispute, counterclaim or set off which may allege against IDFL.

8 Term and Termination

- 8.1 Either Party may terminate the Agreement with immediate effect, by giving written notice to the other Party, if the other party: (i) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise; or (ii) commits a material breach of its obligations under this Agreement and, if such breach is capable of remedy, the breach is not remedied within ten (10) business days of written notice of breach; or (iii) damages the other Party's name, reputation or business in any way; (iv) the Client misuses the certifications obtained in any way; (v) the Client fails to pay any amount it owes to the Company after the expiration of the payment deadline.
- 8.2 In case of termination of the Agreement by IDFL: (i) the Client shall upon receiving notice of withdrawal of its certification return the certificates to IDFL within one week after the termination of the Agreement; (ii) all rights of the Client resulting from the Agreement shall terminate with immediate effect, including any rights to have units and/or products inspected and/or certified; (iii) IDFL shall not be obliged to refund the fee which has already been paid by the Client; (iv) IDFL shall be obliged to maintain confidentiality regarding the Information to the extent possible, except to the extent it must disclose such Information as required by law or by the terms of the Documents; (v) the Client may no longer use IDFL indications and/or certificates, shall withdraw these indications and/or certificates, and shall inform IDFL about this.
- 8.3 Any term that is intended to survive termination of the Agreement will survive expiration or termination of the Agreement.

9 Appeals

- 9.1 The Client may appeal against a Certification decision of IDFL, or request IDFL to reconsider a decision it has made relating to the item of evaluation only (hereinafter: "Appeal(s)").
- 9.2 Appeals must be submitted to IDFL within 30 days and 60 days for Complaints after the decision and shall be submitted to IDFL in accordance with the IDFLCORP-PF-1008-Management of Incidents Procedure.
- 9.3 Appeals/Complaints shall be in submitted in writing.



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- 9.4 The Client acknowledges that IDFL may reject an Appeal and will not handle such Appeal if the Client fails to comply with 9.1 or 9.2 of these Terms and Conditions.
- 9.5 All Appeals/Complaints or request under this Clause will be handled in accordance with the IDFLCORP-PF-1008 Management of Incidents procedure and IDFL shall inform the Client of the decision concerning the Appeal together with the motivation thereof in writing and within 60-90 days after receipt of the Appeal/Complaint, with the exception of incidents involving Scheme Owners and Accreditation Bodies which will be responded to within 30 days of receipt.
- 9.6 The Client shall keep records of and report to IDFL any complaints regarding those aspects of the certified products or management system covered by the Agreement.

10 Dispute Resolution and Liability

- 10.1 The Agreement between the Client and IDFL shall be governed, construed, and enforced in accordance with the laws of the location of the IDFL contracting entity.
- 10.2 IDFL and the Client agree that any and all disputes and conflicts between the Parties arising out of or in connection with this Agreement shall, so far as is possible, be settled amicably between the Parties within 30 days after written notice of such dispute or conflict has been given by one Party to the other Party. In case with regard to such conflicts no amicable settlement is reached, all disputes which may arise between the Client and IDFL shall be brought before the competent court of jurisdiction in the location of the IDFL contracting entity, which shall have exclusive jurisdiction on the matter, unless the Parties agree between themselves upon another competent court.
- 10.3 IDFL shall be discharged from all liability, damage or expenses unless suit is brought within six (6) months after the date of the performance of the Service which gives rise to such claim or in the event of any alleged nonperformance within six (6) months of the date when such Service should have been completed.
- 10.4 Each Party shall defend, indemnify, and hold harmless the other Party and its directors, officers, committee members, volunteers, employees, and agents against any and all claims, liabilities, losses, damages, injuries, demands, causes of actions, suits, proceedings, judgments, costs, attorney's fees, and expenses incurred or sustained by reason of the failure of either Party to fulfill its obligations under these Terms and Conditions or the Agreement. The Client shall guarantee, hold harmless and indemnify IDFL and its affiliates and its and their officers, employees and Subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, the purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceed a total aggregate sum equal to 10 (ten) times the amount of the fee or commission payable in respect of the services required under this Service Agreement.
- 10.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST TIME, OR GOODWILL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
- 10.6 In addition to the outstanding amounts and interests due to IDFL, IDFL is entitled to claim all costs with respect to the overdue payment, such as collection costs.
- 10.7 Nothing contained in the Agreement shall be construed so as to exclude or limit the liability of any Party for death or personal injury resulting from the willful intent or gross negligence of said Party or any of its officers, employees or agents, or for fraudulent misrepresentation or to any extent not permitted by law.

11 Force Majeure

- 11.1 Neither Party shall be liable to the other Party for a delay in performing or failure to perform any of its obligations under the Agreement to the extent such delay or failure could not have been foreseen or provided against by the affected Party (hereinafter: the "Affected Party"), including, but not limited to: (i) act of God (including, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) riot, (civil) war, hostilities (whether war be declared or not), invasion, act of terrorism, mobilization, requisition, piracy, rebellion, revolution, insurrection of military



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or usurped power; (iii) epidemics; (iv) maritime or aviation disasters; (v) any nationwide or state-wide strikes, lockouts or other labor difficulties and shortage; (vi) shortage of or inability to obtain transportation; (vii) any government requisition, control or intervention, requirement or interference; (viii) failures of utilities companies (such as: providers of telecommunication, internet, gas or electricity services)

- 11.2 The Party whose performance is affected by an event described in Clause 11.1 shall: (i) promptly notify the other Party in writing of the Force Majeure event and the cause and the likely duration of any consequential delay or non- performance of its obligations; and (ii) use all reasonable endeavors to avoid or mitigate the effects of the Force Majeure event and continue to perform or resume performance of its affected obligations as soon as reasonably possible.
- 11.3 If the Force Majeure event continues for more than 60 days after the date of occurrence, each Party may terminate the Agreement by giving at least 10 day's written notice to the other Party.





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