General terms and conditions for certification services

1. SCOPE

1.1. These General Terms and Conditions for certification services (the "**T&Cs**"), together with, as applicable, the Proposal, the Application, the Code of Practice, the Applicable SGS Certification Marks Regulations, as well as any services requests, fee proposals and order confirmations agreed in writing between SGS Société Générale de Surveillance SA or any company affiliated with SGS Société Générale de Surveillance SA or with SGS SA (each, a "**Company**") and a person requesting such services (the "**Client**"), constitute the entire agreement (collectively, the "**Agreement**") under which the Company performs certification services as described in the Proposal, including but not limited to (a) System certification; (b) Product, process and service certification, or (c) Skills certification (the "**Services**"). This Agreement supersedes any prior discussions or understandings related to the Services.

1.2. These T&Cs prevail over any of the Clients' standard terms and purchase orders, which will not apply to the Services unless the Company has expressly agreed in writing to their application.

1.3. The Services are provided by the Company on a non-exclusive basis, and nothing contained herein shall prevent the Company from rendering services to any other party.

2. DEFINITIONS

2.1. **"Accreditation Body"** means any organization (whether public or private) authorized to perform accreditation of certification bodies.

2.2. **"Agreement"** shall have the meaning as defined in Section 1.1.

2.3. **"Application"** means the request for Services by the Client.

2.4. **"Artificial Intelligence or AI"** means any machine-based system, software, model, algorithm, or technology that, with varying degrees of autonomy, infers data, inputs, prompts, or other information on how to generate outputs. AI includes, without limitation, machine learning systems, deep learning systems, large language models, generative AI systems, agentic AI, natural language processing systems, computer vision systems, and any successor technologies exhibiting similar characteristics. AI does not include software whose outputs are fully and exclusively determined by explicit, pre-programmed rules or logic authored by a human developer, where the system does not itself derive, learn, adapt, or infer the method for producing its outputs from data or experience.

2.5. **"Artificial Intelligence Tools"** means any software, application, model, system, service, feature, or component that incorporates or uses Artificial Intelligence, whether owned, developed, licensed, operated by SGS. AI Tools may include, without limitation, (i) internal administrative, productivity, or workplace assistance tools, such as Microsoft Copilot and (ii) AI Tools used in connection with the delivery of Services, which support the analysis, preparation, review, or generation of service outputs, including findings or report content.

2.6. **"AI Generated Outputs"** means any result, content, recommendation, analysis, draft, or other information produced in whole or in part, through the use of an AI Tool to support SGS personnel in performing the Services.

2.7. **"AI Analytics"** means aggregated, anonymised, and non-attributable insights, analyses, predictions, classifications, risk scores, benchmarks, trends, anomaly detections, forecasts, or other analytical results generated, derived, enhanced, or supported through SGS's use of AI Tools in performing the Services. AI Analytics excludes Client Data, Client Confidential Information, AI-Generated Outputs, and any information that identifies or could reasonably be used to identify Client or any individual.

2.8. **"Certificate"** means the certificate issued by a competent Certification Body.

2.9. **"Certification Body"** means any Company entity that is authorized to issue Certificates.

2.10. **"Certification Scheme"** means the applicable standards and requirements against which the conformity of a product, system or process is assessed by the Certification Body.

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2.11. **“Client”** shall have the meaning as defined in Section 1.1.

2.12. **“The Code of Practice”** means the code of practice issued by a Certification Body. A copy of this Code of Practice is available on the Company’s website or upon request.

2.13. **“Company”** shall have the meaning as defined in Section 1.1.

2.14. **“Disclosing Party”** shall have the meaning as defined in Section 10.1.

2.15. **“Force Majeure”** shall have the meaning as defined in Section 8.

2.16. **“Initial Term”** shall have the meaning as defined in Section 7.1.

2.17. **“Proposal”** means the outline of Services to be rendered by the Company to the Client.

2.18. **“Receiving Party”** shall have the meaning as defined in Section 10.1.

2.19. **“Applicable SGS Certification Mark Regulations**” means, collectively, the various terms and conditions issued by the Company from time to time governing the use of its certification marks, including but not limited to the Regulations Governing the Use of SGS Product Certification Mark, the Regulations Governing the Use of SGS System Certification Mark, and any other regulations governing the use Company’s certification marks for processes, services, skills or other schemes applicable to the relevant Services. Copies of each of these regulations are available on the Company’s website or upon request.

2.20. **“Report”** means a report issued by the Company to the Client indicating whether or not a recommendation to issue a Certificate is to be made.

2.21. **“Services”** shall have the meaning as defined in Section 1.1.

2.22. **“T&Cs”** shall have the meaning as defined in Section 1.1.

2.23. **“Tax(es)”** shall have the meaning as defined in Section 6.5.

3. SERVICES

3.1. The Company shall define the scope of Services and provide the Services within that scope in accordance with the standards and requirements of the relevant Certification Scheme and the Code of Practice.

3.2. The issuance of any Certificate, Report or any other document shall be at the sole discretion of the Certification Body and in compliance with the applicable Certification Scheme. Any Certificate issued shall remain valid for the duration specified in the Certification Scheme. Suspension, withdrawal, or cancellation of a Certificate shall be carried out in accordance with the Code of Practice.

3.3. The Client acknowledges that, by entering into the Agreement or by providing the Services, the Company does not assume the role or responsibilities of the Client or any third party, nor does it release them from any of their obligations, nor otherwise assume, abridge, abrogate, or undertake to discharge any duty owed by the Client to any third party, or by any third party to the Client.

3.4. The Company may delegate the performance of all or part of the Services to an agent or a subcontractor, and the Client authorizes the Company to disclose all information necessary for such performance to the agent or subcontractor.

3.5. Client acknowledges and consents to the Company's use of Artificial Intelligence ("AI") tools in connection with the processing of Client Confidential Information to the extent reasonably necessary to perform, support, or improve the Services. The Company shall ensure that, where human oversight is required or appropriate having regard to the nature, purpose, and risk profile of the relevant AI use, such oversight is exercised by personnel with the requisite competence, training, and authority appropriate to the relevant AI system and its intended purpose, and that all such use complies with applicable laws and regulations. Any AI Analytics or AI-generated Outputs generated through the Company's use of AI in performing the Services shall remain the exclusive property of the Company, which may use them for quality assurance, service improvement, product development, AI development and improvement, testing, validation, benchmarking, and other internal research and development purposes.

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4. WARRANTIES OF THE COMPANY

4.1. The Company warrants that: (a) it will perform the Services using reasonable care and skill in a manner consistent with industry practices for similar services; (b) it has all required permits and authorizations to perform the Services when the Company operates as a Certification Body and that it will comply with relevant laws pertaining to the provision of the Services; (c) the delivery of Reports and Certificates does not infringe any third party intellectual property rights; (d) it will deploy adequate resources and suitably trained representatives to perform the Services; and (e) it will take all reasonable steps to ensure that its representatives comply with all applicable health and safety laws and regulations, including any site-specific safety rules and procedures notified to the Company by the Client or its personnel prior to or during the performance of the Services.

4.2. In the event of a breach of the warranties, the Company shall, at its own expense, reperform the Services as originally intended to the extent reasonably necessary to correct any defects.

4.3. The Company makes no other warranty, expressed or implied. No information, marketing material or advice provided by the Company to the Client will create a warranty or increase a warranty expressly provided.

5. OBLIGATIONS OF THE CLIENT

5.1. The Client will ensure that product samples, information, documents, records, instructions, and access to facilities are communicated or made available to the Company in a timely manner to enable the Services to be planned and performed efficiently, including the assistance of properly qualified, briefed and authorized personnel of the Client.

5.2. The Client will ensure that the Company's representatives are granted all necessary access safely and without undue restriction to the locations where the Services are to be performed and will promptly remove or remedy any conditions or obstacles that may prevent or interfere with the performance of the Services.

5.3. When the Services are delivered in whole or in part remotely (including but not limited to by video link, by a dedicated software application or by the use of sensors) without physical presence of the Company's representatives, the Client will cooperate as required to allow the Services to take place without interference, including by operating the equipment, directing cameras or sensors and using dedicated software application supplied to that effect to allow objective collection of the relevant data by the Company. The Client will confirm and attest that images shown remotely to the Company pertain effectively to the scope of the Services. The Client further agrees and consents that any material obtained shall be stored by the Company in accordance with applicable law and the Company's internal data retention policies.

5.4. When Services are performed at the Client's premises, the Client shall inform the Company's representatives in advance of any known hazards or dangers at the site; provide access to all relevant health and safety policies applicable at the premises; and ensure that the health, safety and security of the Company's representatives are protected to the same standard as for its own employees and other visitors.

5.5. The Client undertakes that it shall not, directly or indirectly, through its employees, agents or other third parties, influence or attempt to influence the Company's representatives, for example by offering gifts, money, or other advantages or by any other means with the aim of inducing them to change the outcome of the Report. An integrity helpline is available to the Client to raise any concerns regarding the behavior and integrity of the Company's representatives.

5.6. The Client agrees that: (a) it will not directly or indirectly falsify any Reports and Certificates, mis-represent the Reports or Certificates or use them in a misleading way towards third parties; (b) the right to use and the continued validity of any certificates issued by the Certification Body is subject to compliance with all requirements set forth in the Code of Practice; (c) the right to use any of the Company's certification marks is subject to the Applicable SGS Certification Mark Regulations; (d) it shall not use, display or refer to any Certificate following its expiration, or in the event that it has been suspended, withdrawn or canceled; and (e) it shall immediately inform the Company of any and all changes or events which may affect its continued certification, or of any major

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nonconformity identified by the Client, its partners, or public authorities. Any breach of this obligation to inform the Company may result in the withdrawal of the Certificate.

5.7. For product conformity certification under national and international laws and regulations, the Client shall comply with all provisions of such laws and regulations. In particular, the Client may affix the applicable mark of conformity solely after all the requirements have been fully met.

5.8. The Report is intended solely for the internal use of the Client and may not be disclosed or published without the prior written consent of the Company.

5.9. Unless otherwise specified, the Client shall not use any information or details from any document, including but not limited to, any Certificate or Report provided by the Company to the Client in connection with the Services, all of which shall remain the exclusive property of the Company.

6. FEES AND PAYMENT

6.1. The fees quoted to the Client cover all stages leading to the completion of the assessment program or operations, including the submission of a Report and any periodic surveillances to be carried out by the Company to maintain the Certificate. Fees are based on the charge rate applicable at the time of submitting a Proposal, and the Company reserves the right to re-evaluate its fees during the term of the Agreement at any time. The Company reserves the right to increase its fees if the Client's instructions change or are found not to be in accordance with the initial details supplied to the Company prior to the issuance of the relevant fee quotation. The Client will be notified of any fee increase.

6.2. Additional fees shall be charged for any operations that are not included in the Proposal and for work required due to non-conformances being identified. These additional fees will include, without limitation, costs resulting from: (a) the repeat of any part, or all, of the assessment program or operations due to the registration procedures and rules not being met; (b) the additional work due to non-conformance, suspension, withdrawal and/or reinstatement of a Certificate; (c) the reassessment due to changes in the management system or products, process or services; (d) a legal obligation to provide authorities with documents or testimony relating to the Services; or (e) the verification by the Company of the Client's compliance with any standard upgrade rule and any requirement set by the Accreditation Body after the Initial Term.

6.3. Without prejudice to Section 6.2, any additional fees shall be payable at the Company's charging rates in force from time to time in respect of fast-track Applications as mentioned in the Proposal, the cancellation or rescheduling of Services, or any partial or full repeats of the assessment program or operations which are required as set out in the Code of Practice.

6.4. Unless otherwise stated, all fees quoted are exclusive of travel and subsistence costs. Such costs will be charged to the Client in accordance with the Company's travel expense policy, a copy of which will be provided to the Client upon request.

6.5. Fees rendered by the Company (directly or by any subcontractor) do not include taxes (including but not limited to value added taxes, sales taxes or their equivalent), levies, imposts, stamp duties, charges or withholding taxes (collectively referred to as "Tax(es)"). All payments made by the Client shall be made free and clear of, and without withholding or deduction of, any Taxes, unless such withholding or deduction is required by applicable law and/or by applicable double tax treaties. The Client shall provide the Company with evidence of such payment and copies of all documentation submitted with each such payment upon request. The parties shall use their best endeavors to obtain a refund of the deductions or a recovery of any applicable Tax and will support each other in their obligations in this respect. Any Tax refunded will be reimbursed according to entitlement.

6.6. The Company shall issue its invoice(s) to the Client after the delivery of the Services or otherwise mutually agreed between the parties. Invoices for additional work will be issued upon its completion. Unless other payment terms are agreed in writing, all invoices are payable within thirty (30) days of the date of invoice. In case of payment default or late payment of the invoice, interest will become due at a rate of 5% per annum (or such other rate as may be established in the invoice) from the due date until the date payment is received in full. In addition, the Company shall be entitled to reimbursement of its reasonable collection costs, including legal fees.

6.7. Any use by the Client of any Report, Certificate, or the information contained therein is conditional upon the timely payment of all Fees. In addition to any remedies set out in the Code of Practice, the Company

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reserves the right to cease or suspend all work and/or to cause the suspension or withdrawal of any Certificate if the Client fails to duly pay an invoice.

6.8. The Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

7. TERM AND TERMINATION

7.1. Unless otherwise agreed in writing, and subject to the termination rights set out in these T&Cs, the Agreement shall continue for the period set forth in the Proposal (the **"Initial Term"**). Upon expiry of the Initial Term, the Agreement shall automatically renew and remain in full force and effect, unless and until terminated by either party in accordance with this Section. Either party may terminate the Agreement, whether prior to the end of the Initial Term or at any time thereafter, by giving the other party not less than three (3) months' written notice of termination.

7.2. The Company shall have the right to terminate the Agreement at any time in its sole discretion by giving written notice to the Client prior to the issuance of a Certificate.

7.3. Either party shall be entitled to terminate the performance of the Services immediately in the event of any arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other party.

7.4. Unless otherwise agreed in writing, the rights and obligations of the parties under Sections 5, 6, 7.4, 7.5, 9, 10, 11, 12, 13 and 14 shall survive the completion of the Services or termination of the Agreement.

7.5. If the Client transfers all or part of its activities to another organization, the transfer of the Certificate shall be subject to the prior written consent of the Certification Body. Where such consent is granted, the use of the Certificate by the new organization shall remain subject to, and governed by, the Agreement.

8. FORCE MAJEURE

Neither party shall be in breach of the Agreement nor liable to the other for delay or failure to perform its obligations, if such delay or failure result from events or circumstances beyond its reasonable control, such as acts of God or such that reasonably renders a party unable to perform its obligations through no fault or negligence on its part (**"Force Majeure"**). In such circumstances of Force Majeure, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been made impossible. If the period of delay or non-performance continues for more than sixty (60) days, the party not affected may terminate this Agreement by giving five (5) days' written notice to the affected party.

9. LIABILITY AND INDEMNIFICATION

9.1. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. The Client seeking a guarantee against loss or damage should obtain appropriate insurance coverage.

9.2. The Company shall not be liable towards the Client, whether in contract, tort, or otherwise for any: (a) loss of profits, (b) loss of revenue, (c) loss of anticipated savings, (d) loss of business, contracts or opportunity, (e) loss or depletion of goodwill or damage to reputation, (f) business interruption, (g) loss of use, (h) loss of use or corruption of software, data or information, (i) pure economic loss, or (j) special, indirect or consequential loss, costs, damages, charges or expenses, punitive damages, penalties or fines however arising. Additionally, the Company assumes no liability for data security during the transmission via internet nor for security of data while in the Client's sphere of responsibility.

9.3. The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to ten (10) times the amount of the Fees paid in respect of the specific Service which gives rise to such claim or US$20,000 (or its equivalent in local currency), whichever is the lesser.

9.4. Limitations or exclusions of the Company's liability in this Section do not apply in the event of (a) death or personal injury caused by the Company's or its employees' negligence, (b) intentional acts, willful misconduct, gross negligence, or fraudulent misrepresentation, (c) damages caused by breach of the Company's confidential obligations under this Agreement, or (d) in respect of any liability which by applicable law may not be excluded or limited by contract.

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9.5. The Client shall give written notice to the Company within thirty (30) days after it discovers, or reasonably should have discovered, the facts giving rise to a claim for damages. In any case, any such claim must be brought no later than one (1) year from the date of performance of the Services giving rise to the claim.

9.6. The Client shall indemnify, hold harmless and keep the Company, its officers, employees, agents and subcontractors fully indemnified against all claims (whether actual or threatened) made by any third party, arising out of or in connection with any loss, damage, or expense of any kind, including all legal fees and associated costs, relating to the performance, alleged performance, or non-performance of any Services.

9.7. The Company shall not be liable for any costs, charges or losses sustained or incurred by the Client, or any third party that arise directly or indirectly from any changes in legislation or official guidelines or methodologies that impact on delivery of the Services.

10. CONFIDENTIALITY

10.1. Each party (the **"Receiving Party"**) shall treat as confidential any information of the other party (the "Disclosing Party") that the Receiving Party obtains or has access to in connection with the performance of its obligations under the Agreement, (a) that the Disclosing Party expressly designates in writing as confidential or (b) that can reasonably be recognized, having regard to the nature of the information and the circumstances of its disclosure.

10.2. Information shall not be considered as confidential if such information (a) is or becomes generally available to the public other than as a result of a breach by the Receiving Party of its confidentiality obligations; (b) was made available to the Receiving Party on a non-confidential basis or was already known by the Receiving Party prior to the disclosure, or (c) is obtained by the Receiving Party from a third party that is not under the control of the Receiving Party and has not breached any obligations of confidentiality.

10.3. The Receiving Party shall use the Disclosing Party's confidential information solely for the purpose of performing its obligations under the Agreement and shall not disclose any of the Disclosing Party's confidential information, except to its representatives, its affiliates or its subcontractors who need to know such information for that purpose.

10.4. Neither party shall disclose the other party's confidential information to any third party without the other party's prior written consent, except where such disclosure is required by law, by the Code of Practice, by a competent regulatory authority, or for the purpose of enforcing its rights under the Agreement.

11. DATA AND STORAGE

11.1 Data and results collected by the Company in the course of its activities, including while performing the Services may be used by the Company in an aggregated manner for the purpose of quality control, improving and developing new services, AI Tools development and communicating publicly on generic industry or market trends provided that such use does not allow to identify any of the Client's confidential information or any of the Client's or any third party's data. Such aggregated data and any resulting insights shall be Company's exclusive property, without prejudice to Client's ownership of its own underlying data.

11.2 The Client consents to the use, storage, processing, access and transfer of the personal data submitted to the Company for any and all purposes related to (a) the contractual relationship between the parties, (b) the performance of the Services, (c) conducting quality risk assurance and risk management services, (d) providing the Client with information about the Company's services and (e) where required by law or for any other legitimate interests. When the Company is acting as the data processor of the Client, the Company (a) will process personal data solely in accordance with the lawful instructions of the Client, (b) comply with applicable laws, and (c) maintain confidentiality and security of such data.

11.3 The Company shall retain, and store material related to the Services provided for the period required by the relevant Accreditation Body or by law in the country of the Certification Body. At the end of the retention period, the Company shall return or dispose of such material at its discretion, unless instructed otherwise by the Client, at the Client's costs.

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12. INTELLECTUAL PROPERTY – REPORT AND CERTIFICATE OWNERSHIP

12.1. No intellectual property rights of either party are intended to be transferred or licensed to the other party by virtue of this Agreement, except as expressly provided herein.

12.2. The Company shall retain all intellectual property rights in and to its method, processes, design, software application, and know how used in or developed for the performance of the Services. Unless otherwise specified, the Company owns Reports and Certificates which remain the property of the Company. The Company hereby irrevocably grants to the Client a non-exclusive right to use the Reports and Certificates in accordance with these T&Cs.

12.3. The Client shall not use the Company's name, logo or trademarks for advertising, marketing, or any other promotional purposes without the Company's prior written consent. In particular, the Client is not authorized to use the Company's name, logos or trademarks on its products, packaging, or sales documentation, whether online or offline.

12.4. The Client may promote its certification and the use of the relevant certification mark in accordance with the terms set out in the Applicable SGS Certification Mark Regulations.

13. GOVERNING LAW AND JURISDICTION

13.1. Unless otherwise agreed, the contractual relationship between the parties is governed by the substantive laws of Switzerland.

13.2. Unless otherwise agreed, all disputes arising out of or in connection with the Agreement will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Zurich (Switzerland) and be conducted in the English language. The Parties agree that communications with external or in-house legal counsel(s) shall be fully protected by legal privilege.

13.3. The Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

14. MISCELLANEOUS

14.1. If any one or more provisions of these T&Cs are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.2. Neither party shall assign or transfer any rights or obligations under the Agreement without the prior written consent of the other party which shall not be unreasonably withheld. Any assignment or transfer shall not relieve the assignor or transferor from any liability or obligation under this Agreement.

14.3. A party giving notice under these T&Cs must do so in writing with such notice being hand delivered or sent by prepaid, first class post or email to the address for the other party as set out in the Application. A notice will be deemed received by the other party a) if hand delivered, on the date of delivery; b) if sent by first class post, three (3) days after the date of posting or c) if sent by email, the time indicated on the sending party's transmission confirmation message.

14.4. Reference in these T&Cs to the written form shall include any form of electronic communication between the parties. The parties agree that any communication between them can validly be made by un-encrypted e-mail or other forms of digital transmission.

14.5. Unless the Client objects in writing, the Company is authorized to refer in general terms to the Services performed for the Client in its promotional materials as evidence of its expertise.

14.6. Any failure or delay by the Company in enforcing any rights under the Agreement shall not be deemed a waiver of such rights, nor shall it constitute a waiver of the Company's right to require the Client to perform any of its obligations under this Agreement.

14.7. No deviation, alteration, or amendment of these terms shall be valid unless agreed in writing by both parties.

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14.8. During the term of the Agreement, and for a period of one (1) year thereafter, the Client shall not, directly or indirectly, entice, encourage, or make any offer to the Company's employees to leave their employment with the Company.

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