

# SGS BASEEFA LTD.

## SUPPLEMENTARY TERMS AND CONDITIONS

In these Terms and Conditions:

The words "SGS Baseefa", "we", "our" and "us" are deemed to refer to SGS Baseefa Limited.

The words "customer", "your" and "you" are deemed to refer to the person, company or agent who enters into a Contract (as defined below) with us.

The words "certification" and "certified" are deemed to include all the conformity assessment services operated by us, whether or not a certificate is issued.

The word "Contract" shall mean any contract entered into between us to which these Terms and conditions apply.

1. All work carried out by SGS Baseefa is subject to its General Conditions for Certification Services (accessible at <http://www.sgs.com/en/terms-and-conditions>) (the "General Conditions") and these Supplementary Terms and Conditions. Clause 1.1 of the General Conditions refers to the contractual relationship with persons applying for certification services being governed by the General Conditions. For the avoidance of doubt, the General Conditions shall govern all contractual relationships with customers, regardless of whether they are applying for a certificate or not. Clause 3.1 of the General Conditions also sets out the services that the General Conditions cover. For the avoidance of doubt, the General Conditions also cover all services carried out by us.

The General Conditions are amended as follows:

- a) Clause 2, definition of "Report"  
– please note that reports issued by SGS Baseefa may not necessarily contain a recommendation;
  - b) Clause 4.5 is deleted and replaced with: *"For product conformity certification under an EC Directive the Customer shall comply with all the provisions of that Directive. In particular, the Customer may only affix the EU mark of conformity (the CE Marking) when all of the requirements of all of the relevant Directives are met."*
  - c) Clauses 5.1 and 5.6 are deleted and are replaced with: *"In our absolute discretion we shall be entitled to require payment of the whole or part of our fees in advance of delivery of our services and any proportion of our fees that are not invoiced in advance may be invoiced at any time during delivery of the services as we may, in our absolute discretion, consider appropriate, unless otherwise agreed with you in writing. Unless a shorter period is established in the invoice, the customer will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by SGS Baseefa in the invoice (the "Due Date") all fees due to SGS Baseefa failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received;"*
  - d) Clauses 5.3 and 5.4 are deleted;
  - e) The last two sentences of clause 7 are deleted and are replaced with the following: *"The Customer shall be entitled to make full and proper copies of Certificates, but shall not use a Certificate for advertising or marketing purposes without obtaining SGS' prior written consent. Copies of certificates and their schedules shall be made available on request to all purchasers of certified equipment"*.
  - f) Clause 10.1 of the General Conditions shall not apply and shall be replaced with *"The Contract shall remain in force until completion of the services."*
  - g) *"at any time prior to the issue of the Certificate"* is deleted from clause 10.2 of the General Conditions.
2. You register with SGS Baseefa by supplying basic contact information, and statements of limitation of authority applicable to individuals within your company. From this, we are able to accept subsequent orders for work from those individuals, in accordance with the limitations you have laid down.
  3. You may vary the details of your registration, or terminate it at any time, by notifying us in writing. That will not have retrospective effect and will not affect the validity of any Contract previously entered into with us, whether or not we have delivered our services, unless we otherwise agree in writing.

4. When we provide a quotation or estimate, or we accept an order for work leading to the issue of a Type Examination Certificate (or similar document), this should not be taken to imply that we will issue such a certificate. A certificate (or similar document) can only be issued once the appropriate evidence has been assembled and, in some cases, once the appropriate arrangements have been made to cover the production phase.
5. Unless subsequently clarified, work will be carried out in accordance with the standards specified at the time of application, quotation or order. Care may need to be taken in specifying options contained in the standards (for example; apparatus group, temperature classification, ATEX Category, etc. for explosion protected equipment).
6. Where an application is incomplete, or does not provide sufficient information for us to prepare a quotation, we may refer the application back to you or, at our discretion, prepare the quotation on the basis of assumptions that we will communicate back to you.
7. You may submit changes or additions at any time during the course of the work. We will discuss with you the implications of such changes on the project (cost, timescale, technical compliance) and advise you of your options as to how we may proceed.
8. We wish all projects to be completed to time and on cost to the satisfaction of our customers, but we reserve the right to treat a project as withdrawn or abandoned if:
  - a) Within six months of the date of requesting further information, drawings, data or samples they are not received; or
  - b) Designs or samples submitted are found to be non-compliant and revised designs or samples are not received within six months; or
  - c) The accumulated time it takes you to provide further information, drawings, data or samples and to provide revised designs and samples exceeds six months.
9. Type Examination Certificates are issued in the name of the "Certificate Holder". This will normally be the manufacturer and, in any event will be the body responsible for controlling the design. Where the manufacturer does not control the design and does not have the certificate issued in their name, special provisions will apply. You must make clear to us the relationship between design and manufacture.
10. A Certificate Holder may apply to have documentation issued in the name of a Trade Agent. Please see separate information, which can be found at [www.sgs.co.uk/sgsbaseefa](http://www.sgs.co.uk/sgsbaseefa).
11. Where certification documents contain "Specific Conditions of Use" or "Special Conditions for Safe Use", normally identified by a suffix "X" to the certificate number, all such specific information must be made available to purchasers of the equipment.
12. We may withdraw a certificate if:
  - a) It is discovered that it should not have been issued (either through false information provided to us, or through our own error); or
  - b) You are in breach of the General Conditions and/or these Supplementary Terms and Conditions; or
  - c) The certificate includes provision for the use of a production mark (particularly those issued under the Explosive Atmospheres Directive 76/117/EEC or the Gassy Mines Directive 82/130/EEC), and the conditions applicable to the use of the production mark are no longer being met.
13. You must retain the certificate and associated documents for your future reference and, where relevant, for inspection by us or any other body responsible for supervision of production. Certain legislation, for example the ATEX Directive, places a legal requirement on you to retain these documents for a stated period (normally ten years) after the last production.
14. We will retain copies of the documents as a "Technical File" for a defined period in accordance with our service for retention and storage of technical files. For further information in this regard, please see [www.sgs.co.uk/sgsbaseefa](http://www.sgs.co.uk/sgsbaseefa).
15. SGS Baseefa Certificates bearing the crown and tick logo relating to national accreditation of certification bodies by the United Kingdom Accreditation Service (UKAS) indicate that the work leading to the issue of that certificate has been done in accordance with the accreditation of SGS Baseefa by UKAS. It should not be construed that the product, system or service to which that certificate relates has been approved by UKAS.
16. Our acceptance of a drawing showing marking detail which includes the European Community CE Marking should not be construed as confirmation that we have given permission for the CE Marking to be applied to any particular product. Applying the CE Marking remains the responsibility of the manufacturer in accordance with the appropriate EU legislation.
17. We shall conduct our work in a professional and competent manner. However, we cannot warrant the quality of any particular product, system or service certified by us. Neither can we accept liability for any consequences arising from the use of such products, systems or services.

18. All information obtained by us in the course of our work shall be treated as confidential in so far as the information is not in the public domain. This undertaking does not preclude us from making available, in confidence, such information as we may be required to provide under national or European Community legislation or under the terms of our accreditation.
19. Your responsibilities to us are that:
- a) You will supply in a timely manner such information, drawings, samples and facilities as may be necessary for us to perform our work to an agreed schedule.
  - b) You will ensure that all technical documentation and drawings supplied to us are clearly and uniquely identified and dated.
  - c) You will keep a register of all customer complaints and remedial action relating to any product, system or service certified by us, and shall allow our representatives full access to the register.
  - d) Certificates and related documents cannot be transferred to other parties without our express permission in writing and you will inform us if you wish us to consider such a transfer.
  - e) Where a certificate relates to an activity carried out at a particular location, you will notify us of any intended change of location for the activity so that appropriate measures can be taken in accordance with the rules for the particular service.
  - f) You warrant that the manufacture, use, sale or supply of any product, system or service certified by us will not infringe any copyright, patent or other intellectual property right of any person or other body and that you are in full possession of all necessary intellectual property rights on the product, system or service to be assessed (including its components).
- g) You will use a certification mark or other mark that relates to a particular service only in conjunction with that service and in the way provided for in the rules of that service. In particular, in respect of marketing and publicity, you will not represent or pass off any such mark as your property. You will immediately discontinue any use of such a mark which is unacceptable to us and any form of statement with reference to the authority by which you use the mark which, in our opinion, is misleading. Specifically in respect of the IECEx Mark, you accept that any offering, sampling or trading of products bearing the IECEx Mark prior to granting the IECEx Mark License is regarded as deliberate misuse of the IECEx Mark and that you will respect all the general terms and conditions of the IECEx Mark system provided in IECEx Operational Document OD 023, accessible at [www.iecex.com](http://www.iecex.com).
20. In the event any unforeseen problems or expenses arise in the course of carrying out the services we shall endeavour to inform you and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
21. When services relate to the IECEx scheme, the relevant IECEx Scheme Rules apply. See [www.iecex.com](http://www.iecex.com).
- Where we are carrying out testing services for you, the following terms also apply:
22. Unless we receive prior written instructions to the contrary from you, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the *"Reports of Findings"*). You hereby irrevocably authorise us to deliver Reports of Findings to a third party where so instructed by you or, at our discretion, where it implicitly follows from circumstances, trade custom, usage or practice.
23. We will provide services using reasonable care and skill and in accordance with your specific instructions as confirmed by you or, in the absence of such instructions:
- a) the terms of our standard order form or standard specification sheet; and/or
  - b) any relevant trade custom, usage or practice; and/or
  - c) such methods as we shall consider appropriate on technical, operational and/or financial grounds.
24. Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with your instructions, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
25. Reports of Findings issued further to the testing of samples contain our opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
26. Reports of Findings issued by us will reflect the facts as recorded by us at the time of our intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 24. We are under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
27. Sample equipment for testing should only be sent to us when requested, and in accordance with our specific delivery instructions. We may request you to supply samples modified to facilitate particular tests.
28. We will not accept liability for loss or damage of samples during transit or storage. Some tests are potentially destructive. If destruction of a particular sample is an issue with you, please discuss with our staff.

29. At the completion of the project we will normally either return the samples to you or arrange for their destruction and disposal as requested at the time of application. You will be liable for any costs incurred in return or disposal. We reserve the right to retain individual samples, but will normally only do so with your agreement.

30. You will:

- a) supply, if required, any special equipment and personnel necessary for the performance of the services; and
- b) inform us in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing.

31. We are neither an insurer nor a guarantor and disclaim all liability in such capacity. Customers seeking a guarantee against loss or damage should obtain appropriate insurance.

32. Reports of Findings are issued on the basis of information, documents and/or samples provided by you, or on your behalf, and solely for your benefit. You are responsible for acting as you see fit on the basis of such Reports of Findings. We, nor any of our officers, employees, agents or subcontractors, shall not be liable to you nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to us.