

# SGS TERMS AND CONDITIONS - SUSTAINABLE DEVELOPMENT

## ARTICLE 1: OBJECT AND DEFINITIONS

These Terms and Conditions define the respective rights and duties of each party ("the Parties") and the conditions under which SGS will deliver the consultancy services to the Customer related to the mission as defined in the proposal attached to this contract of which it is a part.

Unless otherwise agreed in writing, all the Services delivered to the Customer by one or any of the companies affiliated to SGS SA (each hereafter referred to as "SGS") will be governed by the present Terms and Conditions and will constitute the entire agreement (hereafter referred to as the "Contract") between the Customer and SGS. By signing the present Terms and Conditions and by signing the documents contained in the proposal or if the Services have commenced without the abovementioned documents being signed, Customer is considered to have accepted them.

The "Customer" is the entity defined in the proposal for whom SGS will deliver the Services.

The "Services" are those carried out by SGS for the Customer as detailed in the proposal.

The "Proposal" defines one or more documents accepted by both parties and referring to the Terms and General Conditions. The Proposal includes the description of a specific service.

The "Results" describe the deliverables for the Service provided by SGS and delivered to the Customer

## ARTICLE 2: PRICE

2.1 The Services defined in Article 1 above will be invoiced to the Customer according to the provisional schedule and price lists defined in the Proposal.

2.2 Travelling, accommodation and other expenses engaged by SGS for the delivery of the Service will be invoiced to the Customer and justified by a cost sheet unless otherwise agreed in the Proposal.

2.3. Client will promptly pay not later than 30 days from the relevant invoice date (the "Due Date") all fees due to the Company failing which interest will become due at the rate of 3 (three) times the rate of legal interest from the due date until payment is made and a fixed penalty for collection costs of 40 euros.

## ARTICLE 3: DURATION AND TERMINATION

The Contract will come into effect on the date defined in the Proposal. In the event of the absence of a starting date in the Proposal, the contract will come into effect on the date the Services start being delivered or on the date both parties sign the Contract.

Either party may terminate the Contract by giving one (1) month's notice without being liable for any compensation due to this termination except that the Customer will pay SGS the fees due for the work carried out before the date defined in the notice and will settle all outstanding expenses at this date.

## SGS Duties

### ARTICLE 4: DELIVERY OF THE SERVICE

SGS undertakes to carry out the tasks defined in the Proposal in compliance with best practice. SGS will constitute the team needed to complete the mission and will deliver the Results defined in the Proposal to the Customer.

### ARTICLE 5: CALENDAR

The Customer and SGS will define the deadlines for delivery of the Service in the Proposal.

### ARTICLE 6: TYPE OF DUTY

In order to carry out the Service defined in the Proposal, SGS undertakes to furnish its Service according to best practices. This duty is explicitly a duty of means.

### ARTICLE 7: DUTY OF PRIVACY

If the data and documents put at the disposal of SGS in order to complete

delivery of the Service contain confidential elements, SGS undertakes to maintain the information that comes into its possession confidential and to use this information solely in the delivery of the Service to the exclusion of any other use. Information that is available publicly is not considered to be confidential.

## Customer Duties

### ARTICLE 8: DUTY TO COLLABORATE

The Customer will make all information and documents needed for the successful completion of the contract available to SGS. The Customer undertakes to supply SGS with complete, sincere and truthful information. To this purpose the Customer will name privileged contacts to communicate with SGS during the phases of the mission and will supply SGS with detailed knowledge of the Customer's professional activities if necessary.

### ARTICLE 9: DELIVERY OF THE RESULTS

The delivery of the Results marks the end of SGS's contractual services. Unless otherwise defined in the Proposal, the Results are considered to have been accepted by the Customer if the latter makes no written reserves during the fifteen (15) calendar days following the delivery of the Results.

### ARTICLE 10: NON SOLICITATION

The Customer will not hire or otherwise give work to any present or future member of SGS staff. The present clause will prevail whatever the qualifications of the member of staff and even if the solicitation is an initiative of the said member of staff. The present clause will remain effective during the duration of this Contract and for one year after its termination.

## Use of the Results

### ARTICLE 11: PROPERTY OF THE RESULTS

11.1 The Customer is free to make any use of the Results once the total price of the Service has been paid. The Customer acknowledges the fact that the information supplied by SGS and the report which contains the information are the materialisation of SGS know-how of which SGS is the sole and exclusive owner. Consequently any publication by the Customer and/or its agents of the supplied information and/or the reports containing it engages the Customer's liability.

11.2 The Customer also acknowledges that the form and presentation of the reports containing information supplied by SGS are original and constitute protected works in the sense of article L-111.1 of the Intellectual Property Code (Code de la Propriété Intellectuelle) of which SGS is the sole author and exclusive owner. SGS keeps the property rights over all the documents it prepares. The Customer may use them or copy them but only for the use for which they were intended. Under these conditions the Customer does not need authorisation from SGS to copy the documents.

### ARTICLE 12: RESPONSIBILITIES

12.1 The study made by SGS aims to give an independent opinion based on its acquired experience and current sales practices for a given Market. Thus the information supplied by SGS in the delivery of the Service can only be considered to be an indication or reference related to generally accepted practice and can under no circumstances be considered to be a warranty. The Customer will be solely liable for the use of the information delivered.

12.2 Under no circumstances may SGS be held liable for any direct or indirect damage such as financial losses or other losses that may be caused by the use, analysis or interpretation of the opinions supplied by SGS or that may result from any inexact or obsolete information, errors or omissions resulting from errors or negligence except in the case of aggravated fault on the part of SGS, one of its agents or one of its consultants or any other fact that is not under the control of SGS and even in the case where SGS has been informed of the use the Customer wishes to make of this information.

12.3 Despite the above terms, the Customer agrees that whatever the reasons for litigation and whatever the

procedure used to make the claim, that the eventual liability of SGS in the execution of its duties under the present contract will be limited to an amount that cannot exceed the total amount paid by the Customer for the Services provided by SGS.

#### 12.4 Prescription

Except in the case of legal prescription or the shortest time defined by jurisprudence, any court action related to this Contract must be taken within a maximum delay of one (1) year from the date on which the plaintiff discovered, or should have discovered, the facts at the origin of the court action. This Contract being signed between the Customer and SGS, any claim or litigation resulting from the present contract against SGS may only be initiated by the Customer. The complaints and claims procedure is available upon written request.

### ARTICLE 13: CONVENTION ON PROOF

The Company and the Client undertake to consider the documents they exchange (in electronic form) as original documents, binding them in a full and complete manner. Consequently, the Company and the Client intend to give them a probative value, subject to compliance with contractual provisions.

The Company and the Client irrevocably agree to give to these documents the probative value accorded by the law to written documents in paper form.

The Company and the Client undertake to ensure that the content of their documents complies with obligations, in particular formal obligations, arising from Laws, Regulations and Commercial Practices. In any event, except in the case of a failure or corruption of their computer systems, the Company and the Client expressly waive their right to invoke the nullity or unenforceability of their transactions, on the grounds that they have been carried out through electronic systems.

### ARTICLE 14: BUSINESS SECRECY – CONFIDENTIALITY

The company is bound to business secrecy.

The Company undertakes to treat as confidential all commercial, financial, technical, analytical report(s) or other information obtained or generated in the course of the services provided to the Client and shall not use it or communicate it to any person, for any reason whatsoever or in any form whatsoever, without the Client's prior written consent, except to

(i) prove the performance of the said

Services and in particular to obtain payment for them, or (ii) in execution of a court decision that has become final and binding or (iii) at the request of a competent authority, in particular in the exercise of the powers of investigation, control, authorisation or sanction of the judicial or administrative authorities.

All information obtained about the Client from sources other than the Client will be treated as confidential. The Company must preserve the confidentiality of the source and its identity will not be disclosed to the Client, unless the source agrees to such disclosure.

In the event that the Company to which information has been regularly communicated in the context of the services provided is legally obliged to disclose it (e.g. administrative or a judicial requisition, etc.), the Company undertakes to inform the Client as soon as possible (unless prohibited by the Requesting Authority) so that the latter can take any action necessary to safeguard its rights and/or waive them. In the event that such action has not been successful or if the Client waives its right to use it, the Company undertakes to disseminate only the information required by law.

As part of its certification or accreditation evaluations, the Company may give evaluators access to the Client's information (examination of inspection reports, analysis reports, etc.).

### ARTICLE 15: REFERENCE

The Customer accepts that SGS may cite the Customer as a reference for the work delivered subject to its obligation of confidentiality defined in Article 7 of these Terms and Conditions.

### ARTICLE 16: INTERPRETATION

This Contract and its appendices contain the commitments of both parties; any letters, offers or proposals prior to the signature of this agreement are considered obsolete.

### ARTICLE 17: NOTICE

When the Contract stipulates that either party be given written notice, the notice must be hand delivered or sent by registered letter. Any notice having been sent by the post will be deemed to have been received by the addressee two (2) working days after the notice was posted. Any hand delivered notice will be deemed to have been received one (1) working day after its delivery.

#### **ARTICLE 18: GOVERNING LAW**

Any litigation resulting from the execution of this Contract or in relation to this Contract will be governed and interpreted by French law to the exclusion of conflict rules. All such litigation will be under the exclusive jurisdiction of the competent courts governing the Company's registered offices.

**SGS EST LE LEADER MONDIAL DE L'INSPECTION DU CONTRÔLE, DE L'ANALYSE ET DE LA CERTIFICATION**

**WHEN YOU NEED TO BE SURE**

