

# CerTrust Inspection and Certification Ltd.

## General Business Terms and Conditions



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**Gábor Tasnádi**  
Managing Director  
(came into force on 05.07.2022)

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**1. Formation of Contract**

1.1 These terms and conditions (“**Terms and Conditions**”) together with

any quotation, proposal, estimate or fee quote (“**Quotation**”) provided by or on behalf of the CerTrust (as defined below) shall apply to all contracts for the supply of testing, certification and/or other services (“**Services**”) carried out by CerTrust Inspection and Certification Ltd. (designated hereafter as “**CerTrust**”) providing the

services contemplated therein on behalf of a customer (“**Customer**”).

1.2 These Terms and Conditions shall supersede and override any terms or conditions contained in or referred to in the Customer’s purchase order or acceptance of a quotation or specification and shall prevail over any inconsistent terms or conditions contained or referred to in the CerTrust’s confirmation of order, or implied by law (unless the law in question cannot be excluded), trade custom, practice or course of dealing. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 Written and oral Quotations generally shall be valid for thirty (30) days from the date thereof and the CerTrust may withdraw any such Quotation at any time. No Quotation given by the CerTrust shall be an offer to contract with any person and no contract shall come into existence except in accordance with sub-condition. In case of the individual contracts regulate it differently, this shall be taken into account.

1.4. The Customer’s purchase order or the Customer’s acceptance of a Quotation constitutes an offer by the Customer to purchase the Services specified in the Quotation upon these Terms and Conditions. No offer placed by the Customer shall be accepted by the CerTrust other than by a written acknowledgement issued and executed by the CerTrust or (if earlier) by the CerTrust starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms and Conditions will be established (the “**Contract**”).

1.5 No acceptance or acknowledgement, even if in writing and signed by the CerTrust, of the Customer’s purchase order or any other document pertaining to the Services shall constitute acceptance of any provision of the Customer’s purchase order or any other document that conflicts with or adds to these Terms and Conditions unless the CerTrust specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with sub-condition 2.1.

1.6 The delivery to the CerTrust by the Customer of any item for testing by the CerTrust (a “**Sample**”) or the delivery of any request by the Customer to the CerTrust for the provision of any similar services shall, upon acceptance of that Sample or request by the CerTrust, constitute an ‘offer’ (as referred to in sub-condition 1.4). If the CerTrust begins such testing, certification or similar services on that

Sample, the offer shall be deemed to have been accepted by the CerTrust and a Contract shall be formed. These Terms and Conditions shall apply to that Contract.

## **2. Variation including Cancellation, Postponement and Amendment**

2.1 These Terms and Conditions may not be varied or waived by either party unless the variation or waiver is in writing and is signed by an officer or duly authorised signatory of the CerTrust. The variation or waiver must set out the condition(s) or sub-condition(s) to be varied or waived and the detail of each such variation or waiver.

2.2 The Customer may cancel, postpone or amend any order (in whole or in part) at any time, however, Client must pay CerTrust any costs and expenses previously incurred in connection with the order by Certrust

2.3 The CerTrust reserves the right to review and amend any Quotation prices where documentation, specification or other materials relating to the Contract have materially changed since the original Quotation was given or where additional services not envisaged by the Quotation are requested, for example, producing written descriptions of detailed procedures undertaken as part of the Services. For the avoidance of doubt, approval of such additional requests shall remain at the CerTrust's discretion.

## **3. Prices & Payment**

3.1 The Customer shall pay the CerTrust the charges set out in the Quotation, if applicable, or as otherwise contemplated for the provision of the Services ("Consideration") and shall pay the CerTrust on demand for any expenses incurred in the provision of the Services ("Costs"), unless expressly agreed otherwise in writing.

3.2 The CerTrust may issue invoices in respect of Services:

3.2.1 upon completion of the Services; or

3.2.2 upon completion to the CerTrust's and Client's reasonable satisfaction of separate parts of the Services, in which case, the CerTrust will invoice for that proportion of the total Consideration for the Services performed under the Contract

3.2.3 manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation.

3.3 The Customer shall pay the Consideration and Costs stated in any invoice for Services provided

pursuant to these Terms and Conditions in full, without deduction or set-off, within the time limit specified in the separate agreement. The Consideration shall be paid free and clear of, and without deduction for and on account of, tax unless the Customer is required by law to make such payment subject to the deduction of withholding tax, in which case the sum paid by the Customer shall be increased to the extent necessary to ensure that after such deduction or withholding the CerTrust receives an amount equal to Consideration and Costs it would have received had no such deduction or withholding been required.

3.4 The Customer shall pay the Consideration and Costs to the CerTrust by electronic bank transfer in cleared funds in the currency specified in the CerTrust's Quotation, proposal or order confirmation. All payments due to the CerTrust shall be payable within the specified time irrespective of whether or not the Customer has recovered payment from a third party and, for the avoidance of doubt, but without prejudice to the generality of the foregoing, this includes payments of fees due to the CerTrust acting as experts or as expert witnesses when instructed by solicitors acting for a party to a dispute.

3.5 In default of payment within the fifteen (15) days, the CerTrust may: suspend any further Services being carried out for the Customer; withhold the provision of Reports (as defined in sub-condition 4.2); alter or withdraw credit terms; and amend terms, prices or service levels. The amount outstanding from time to time shall bear interest, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per annum above the base rate from time to time of Hungarian National Bank in the relevant currency. In case of the individual contracts regulate it differently, this shall be taken into account.

3.6 The CerTrust may retain or set off any sums owed to it by the Customer which have fallen due and payable against any sums due to the Customer under this Contract or any other agreement between the parties or any of their Group Companies. "Group Company" means, in relation to a Company, that Company, any subsidiary or holding Company of that Company, and any subsidiary of a holding Company of that Company.

3.7 The Customer undertakes that during the provision of the Services and for 6 months following completion thereof, the Customer shall not:

3.7.1 solicit or entice away (or assist anyone else in soliciting or enticing away) any member of the CerTrust's staff with whom the Customer has had dealings in connection with the Contract and/or the provision of the Services during the 12 months immediately prior to the earlier of the date of the Customer's purchase order or the date of the Quotation; or

3.7.2 employ (directly or through a third party) any person as referred to in sub-condition 3.7.1 or engage them in any way to provide services to the Customer.

3.7.3 This undertaking shall not apply in respect of any member of the CerTrust's staff who without having been previously approached directly or indirectly by the Customer responds to an advertisement placed by the Customer or on the Customer's behalf. In the event of a breach of this undertaking, which leads to the departure of any person as referred to in sub-condition 3.7.1, the Customer will pay to the CerTrust, on demand, a sum equivalent to 50% of the total annual remuneration package paid by the CerTrust to the individual prior to his or her departure. The Customer acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to the CerTrust.

#### **4. Services**

4.1 Subject to the remaining sub-conditions of this condition 4, the CerTrust warrants that it will complete the Services in a satisfactory and workmanlike manner, consistent with industry standards. The Customer expressly acknowledges and agrees that the CerTrust gives no warranty that any result or objective can be achieved through the Services and that, theoretical studies, results may require careful validation in order to be extrapolated to a production scale.

4.2 The CerTrust will use its reasonable endeavors to complete Services and provide written information, results, technical reports, certificates, test or inspection records, drawings, recommendations, advice or the like in respect of the Services (the "Report") or certificate thereon to the Customer by any date reasonably requested in writing by the Customer, but the CerTrust shall be liable to the Customer for: (i) any delay in the performance of any obligation under the Contract; or (ii) damages suffered by the Customer by reason of such delay.

4.3 The CerTrust's obligation to complete Services under the Contract shall be subject to any obligation it may have to comply with any law or other

regulation binding on it which may be in force from time to time.

4.4 No employee, agent or other person is authorised to give any warranty or make any representation on behalf of the CerTrust in relation to the Contract, or to assume for the CerTrust any other liability in connection with the Services, unless such warranty, representation or assumption of liability is given to the Customer in accordance with sub-condition 2.1.

4.5 In relation to reports delivered or interpreted as part of the performance of the Services, the Customer shall notify the CerTrust, within fourteen (14) days from date of issue of such reports of any Customer or third party dispute concerning either quality or interpretation of results. If the Customer does not so notify the CerTrust within this fourteen (14) day period, the Customer will be deemed to have accepted the reports, together with any interpretation of these, provided by the CerTrust.

4.6 In the event of certification services, the Customer agrees that the terms of the annex to these Business Terms and Conditions entitled "Certification Annex" shall apply.

4.7 The Customer represents and warrants to the CerTrust the completeness and accuracy of all documents and information supplied to the CerTrust for the purposes of the CerTrust fulfilling the Services, both at the time of supply and subsequently.

4.8 Reports are issued on the basis of information known to the CerTrust at the time that the Services are carried out. Although the CerTrust will use all reasonable endeavors to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Customer, its staff and on the information submitted to the CerTrust. All Reports are prepared on the basis that:

4.8.1 there is no responsibility to any person or body other than the Customer;

4.8.2 they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;

4.8.3 the Report is determined solely by the professional analysis undertaken by the CerTrust's staff on each individual Contract and any forecasts by the CerTrust of the results is an estimate only;

4.8.4 the CerTrust is entitled to be paid the Consideration irrespective of the results or conclusions reached in the Report;

4.8.5 the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the Sample was taken; and

4.8.6 the results are final and approved by the CerTrust. the CerTrust shall be under no liability where the Customer has acted on preliminary, unapproved results or advice.

## 5. Customers' Property

5.1 The Customer shall supply as much information as possible, including a unique purchase order number, reference or authorization, about each Sample and/or Service requirement in order to assist in achieving an efficient service. If a Customer provides the CerTrust with detailed instructions in writing as to the treatment and handling of particular items of its property, the CerTrust will use its reasonable endeavors to comply with such instructions.

5.2 The Customer shall inform the CerTrust in writing prior to the CerTrust carrying out any Service on a Customer site or Sample that is of a dangerous or unstable nature, as well as notify the CerTrust of any actual or potential health & safety hazards relating to a Sample and arising from the CerTrust's performance of the Services, and shall provide instruction on the safe visiting of the site or safe handling of the Sample. The Customer shall accept full responsibility for appropriate safety labeling pertaining to the Sample and any equipment provided to the CerTrust by the Customer.

5.3 The Customer acknowledges and expressly agrees that, subject to sub condition

5.4 where the Contract specifies that the Services include non-destructive testing of the Sample, the performance of the Services may damage or destroy any and all Samples and any other materials or property delivered by Customers to the CerTrust in relation to the Contract. Under no circumstances will the CerTrust be responsible for any additional costs or damages, including consequential damages and indirect costs or losses, resulting from destruction or loss of the Customer's property.

5.5 In performing tests, analyzes or other services, CerTrust shall be liable for any costs or losses arising out of the damage or destruction of any Customer property. If CerTrust damages or destroys the Sample during the performance of the Service, notwithstanding Customer's written request to do

so, CerTrust shall be liable for the value of the property, unless the damage is caused by an unforeseeable defect in the Product. If damage is repairable, CerTrust will primarily be required to repair the product, where this is not feasible, unreasonable, or incurring significant additional costs, CerTrust shall refund the value of the product.

## 6. Re-Delivery

6.1 The CerTrust will at the Customer's reasonable written request, deliver the Customer's property (other than that which is destroyed as part of the Services) back to the Customer after performing Services relating to that property. The CerTrust may use any method of delivery that it reasonably decides and will do so as the agent of the Customer and will have any liability in respect of any such item so delivered. If Customer undertakes to return the items, Customer shall bear full responsibility during the shipment.

6.2 Unless specifically instructed to the contrary in writing by the Customer, the CerTrust reserves the right to properly dispose of Customer's property after three (3) months from completion of the Services. The CerTrust reserves the right to invoice the Customer for any costs of disposal. Where property of the Customer is, in the sole opinion of the CerTrust, too bulky or too unstable to allow storage time of more than one month, it will be at the absolute discretion of the CerTrust as to the length of time such property is kept before being destroyed.

## 7. Title & Security

Title to the Customer's property which is delivered to the CerTrust and all risk of loss or damage to such property (except for loss or damage caused by the CerTrust and for which and to the extent that the CerTrust accepts liability under these Terms and Conditions) shall remain with the Customer at all times, who shall be responsible for effecting and maintaining its own insurance cover in relation thereto, it being hereby acknowledged by the Customer that the charges of the CerTrust do include insurance. The CerTrust may retain all property delivered to it until all sums due and owing to the CerTrust by the Customer have been paid.

## 8. Liability and Indemnity

8.1 This condition of 8 sets out the entire financial liability of the CerTrust, its employees, agents and sub-contractors to the Customer in respect of any breach of the Contract, any use made of Samples or any part of them on which Services are carried out and any representation, statement or tortious act



or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract.

8.2 Other than as expressly set out herein and as specifically warranted in writing to the Customer by an officer or duly authorised signatory of the CerTrust in accordance with sub-condition 2.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

Contract and any such claim shall be wholly barred and unenforceable unless:

8.3 the Customer notifies the CerTrust in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and

8.3.1 the CerTrust is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or to which Customer's claim otherwise relates.

8.4 Except where the Services are provided to a person who deals as a consumer, all warranties, conditions or other terms express or implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.

8.5 The Customer agrees to indemnify, keep indemnified and hold harmless the CerTrust from and against all losses which the CerTrust may suffer or incur arising out of or as a result of:

8.5.1 breach of any law by the Customer in connection with the performance of the Services;

8.5.2 any claims arising as a result of any misuse or unauthorized use of any Reports issued by the CerTrust or any Intellectual Property Rights belonging to the CerTrust (including trademarks) pursuant to this Contract. Notwithstanding any other provision of these Terms and Conditions, the Customer's liability under this indemnity shall be unlimited.

8.6 Nothing in these Terms and Conditions limits or excludes the liability of the CerTrust for:

8.6.1 death or personal injury resulting from negligence; or

8.6.2 liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the CerTrust; or

8.6.3 any other matter which may not be limited or excluded by law.

8.7 This condition 8 shall survive termination of the Contract.

## 9. Intellectual Property Rights

9.1 In this condition 9, the following definitions apply:

Intellectual Property Rights: all patents, rights to inventions, utility rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (now existing or hereafter created), in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

9.2 All Intellectual Property Rights (including copyright in records, scientific documentary, primary data or electronic means of handling data) produced during any Service shall belong to and remain the property of the CerTrust unless otherwise expressly agreed as part of the Contract.

9.3 Ownership and copyright in the Report shall remain with the CerTrust.

Upon the Customer discharging all its obligations under the Contract, including payment of the Consideration, the Customer will obtain an irrevocable, royalty-free, non-exclusive licence to use the Report (including the right to sub-license), subject to the terms of sub-condition 9.2 and this sub-condition 9.3.

9.4 All Intellectual Property Rights in all service mark(s), trade mark(s), certification mark(s) and other names and logos owned by the CerTrust shall remain the property of the CerTrust and cannot be sold or licensed by the Customer.

9.5 When certification is granted the CerTrust may award a licence to the Customer to use the CerTrust's certification mark(s) for the certification validity period, subject to the applicable terms of use (as amended from time to time).

9.6 The Customer shall indemnify the CerTrust against all losses to which the CerTrust may become liable as a result of a claim that the use of any data, equipment or other materials supplied by the Customer for the performance of the Services involves the infringement of any Intellectual Property Rights of any third party.

9.7 Except for the rights to use set forth in condition 10, this Contract does not grant and shall not be construed as granting, any rights to either party to any name or mark of the other party. Neither party

is granted any right to the other party's name in connection with any publication and may not give any press release or make any other public announcement regarding this Contract, the Services or any transaction between the parties without the express prior written consent of the other party.

9.8 CerTrust is responsible for protecting Customer's intellectual property and may not transfer it to any third party without Customer's written consent. If CerTrust verifiably and exclusively issue Customer Data to third parties (except Authorities, Courts), CerTrust will be liable for any caused damages.

## 10. Use of Reports

10.1 The Reports constitute confidential information (except the certificates) that is to be protected and shall be used solely to:

10.1.1 assist the Customer in completing its internal requirements and the CerTrust in performing Services for the Customer;

10.1.2 comply with the Customer's customer and other third party requirements for the delivery and use of the data recited in the Reports;

10.1.3 present or respond on a claim in a court of law or

10.1.4 present or respond as required by law or any regulatory body.

10.2 The Customer hereby undertakes that it shall not:

10.2.1 except as set out in sub-condition 10.1, disclose a Report (or information contained within a Report) to any third party without the prior written consent of the CerTrust;

10.2.2 replicate or present a Report except in full as delivered by the CerTrust without the prior written consent of the CerTrust; or

10.2.3 use a Report, or any portion thereof, in any manner that might reflect unfavourably upon the CerTrust or its group, or which might be, or might include statements, interpretations or comments that could be, misleading or false.

## 11. Premises

The CerTrust's premises (the "**Premises**") are a designated security area and:

11.1 the CerTrust reserves the right to refuse admission to the premises;

11.2 unless otherwise agreed in advance by the CerTrust, one visitor per Customer may be

admitted on request to witness the Services carried out for that Customer; and

11.3 visitors to the Premises shall conform to the CerTrust's regulations and procedures.

11.4 Where any aspect of the Service is undertaken on premises not occupied by the CerTrust or under its direct control, the Customer must ensure that all necessary safety measures are in place to comply with all applicable health and safety regulations, and save as otherwise agreed in writing between the parties or where identification of asbestos is part of the scope of the Services to be provided by the CerTrust to the Customer, the Customer must ensure all asbestos has been removed and/or is safely contained in every area to be visited by the CerTrust's personnel during the visit to said premises.

11.5 In addition to any specific Customer obligations set out in the Quotation and the provisions of sub-condition 11.2, where Services are provided at the premises of the Customer, the Customer shall: (i) provide the CerTrust with necessary access to any Customer premises; (ii) ensure that any premises provided by the Customer for the provision of any part of the Service is suitable for that purpose; (iii) provide all usual auxiliary and operating materials (including gas, water, electricity, lighting etc.) relevant to any Customer supplied premises; and (iv) provide the CerTrust with any permits required for the performance of the Service.

## 12. Court and Other Proceedings

12.1 In the event that the Customer requires the CerTrust to present the results or findings of Services carried out by the CerTrust in witness statements, court hearings or other legal proceedings, the Customer shall pay to the CerTrust such costs and fees for such presentations and the preparation thereof as the CerTrust may charge to customers generally from time to time for such services and the Customer shall be liable for such costs in addition to the Consideration

12.2 In the event that the CerTrust is required by a party other than the Customer to present the results or findings of Services carried out by the CerTrust for the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising from any services which the CerTrust is required to do as a result, including the preparation of any witness statement and the preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer has paid all

outstanding Consideration under the Contract and whether or not the CerTrust has closed the Customer's file in respect of the matter.

12.3 If any aspect or element of the Services (including any Sample) is, or is likely to be, the subject of or relevant to legal proceedings, this fact must be notified to the CerTrust in writing before the Services are carried out. If that fact is not disclosed to the CerTrust at that stage, the CerTrust may not, in its absolute discretion, be prepared to provide expert testimony.

12.4 This condition 12 shall survive termination of the Contract.

### 13. Termination

For the purposes of this condition 13, "Sanctions Rules" shall mean any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted odesignated party lists, licenses, orders, or requirements, in force from time to time, including without limit those of the European Union, the United Kingdom, the United States and the United Nations.

13.1 If the Customer becomes subject to any of the events listed in sub- condition 13.2, the CerTrust may terminate the Contract with immediate effect by giving written notice to the Customer.

13.2 For the purposes of sub-condition 13.1, the relevant events are:

13.2.1 if the Customer commits a breach of any terms of the Contract or any other contract with the CerTrust which is incapable of remedy or, if capable of remedy, has not been remedied by the Customer in accordance with a written notice from the CerTrust requiring remedy within the period specified in the said notice;

13.2.2 if the Customer fails to make payment of the Consideration within the specified time;

13.2.3 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due.

13.2.4 an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Customer;

13.2.5 the Customer ceases, or threatens to cease, to carry on business;

13.2.6 the CerTrust reasonably apprehends that any of the events mentioned at sub-conditions 13.2.1 to

13.2.7 above is about to occur in relation to the Customer and notifies the Customer accordingly; and

13.2.8 if the CerTrust reasonably apprehends that providing the

Services or dealing with the Customer would be in breach of Sanctions Rules, the Customer fails to satisfy due diligence requests made by the CerTrust in connection with compliance with Sanctions Rules or other relevant laws or regulations or the Customer does anything which is in breach of, or would cause the CerTrust to be in breach of, Sanctions Rules.

13.3 On termination of the Contract for any reason the Customer shall immediately pay to the CerTrust all indebtedness to the CerTrust with applicable interest, unless the termination is due to failure to comply by CerTrust.

13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

13.5 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

### 14. Force Majeure

The parties shall not be liable to perform any obligation under the Contract if inability to perform is caused directly or indirectly by flood, war, riot, accident, terrorism, strike or labour dispute, compliance with any law, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control, provided that this condition 14 shall not apply to any obligation to make any payments due to the CerTrust under the Contract, in case of the full conformity assessment activity specified in the contract has been performed.

### 15. Waiver of Compliance

Waiver by either party hereto of a breach by the other party of any of the provisions of these Terms and Conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.



## 16. Entire Agreement

16.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

## 17. Severability

If any provision or remedy herein provided for be invalid or unenforceable or unlawful under any applicable law in whole or in part, it shall be deemed to be amended in so far as it is possible to do so in order to make it enforceable whilst retaining its purpose or severed from the Contract if it is not possible to do so and the remaining provisions of these Terms and Conditions, including any remaining default remedies, shall be given effect in accordance with the intent hereof. In the CerTrust's sole discretion it may terminate the Contract by not less than eight (8) days' written notice to the Customer in the event that it considers that such deletion will have a materially adverse effect on its rights under the Contract.

## 18. No Partnership or Agency

18.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 19. Third Parties

A person who is not a party to the Contract shall not have any rights to enforce any term of the Contract.

## 20. Data Protection

For the purposes of this condition 20, "Data Protection Laws" shall mean up to and including 24 May 2018 the Directive 95/46/EC as transposed into domestic legislation of each Member State of

the European Economic Area and in each case as amended, replaced or superseded from time to time, and on and from 25 May 2018 the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") and/or other applicable data protection legislation in force.

20.1 The Customer agrees not to provide or otherwise make available

Personal Data to the CerTrust, other than business contact information (for example, business, telephone number, job title, and email address), unless otherwise required for the provision of the Services, in which case such additional Personal Data shall be specifically identified in advance by Customer and agreed to in writing by the CerTrust.

20.2 Where Personal Data is Processed by a party under or in connection with the Contract that party, as Data Processor, shall:

20.2.1 not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than as required to meet the other party's (as Data Controller) lawful, documented and reasonable instructions (which shall unless otherwise agreed be to process Personal Data as necessary to provide the Services pursuant to the terms of this Contract), unless required by a law to which the Data Processor is subject, provided that in such a case, the Data Processor shall inform the Data Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. In particular, the Data Controller instructs the Data Processor to transfer data outside the EEA subject to the Data Processor complying with the requirements of Articles 45 to 49 of the GDPR;

20.2.2 upon becoming aware of a Personal Data Breach:

(a) notify the Data Controller without undue delay; and

(b) provide reasonable co-operation (at the cost of the Data Controller) to the Data Controller in connection with the Personal Data Breach;

20.2.3 upon receiving any request, complaint or communication relating to the Data Controller's obligations under the Data Protection Laws:

(a) notify the Data Controller as soon as reasonably practicable;

(b) assist the Data Controller by implementing appropriate technical and organisational measures

to enable the Data Controller to comply with any exercise of rights by a Data

Subject under any Data Protection Laws in respect of

Personal Data processed by the Data Processor under this Contract or comply with any assessment, enquiry, notice or investigation under any Data Protection Laws, provided in each case that the Data Controller shall reimburse the Data Processor in full for all costs reasonably incurred by the Data Processor performing its obligations under this sub-condition 20.3.3;

20.2.4 ensure, that at all times it has in place appropriate technical and organizational measures;

20.2.5 ensure that its employees who may have access to the Personal Data are subject to appropriate confidentiality obligations;

20.2.6 implement appropriate organisation and technical measures to assist the Data Controller in meeting its obligations in relation to Articles 33 to 36 of the GDPR taking into account the nature of processing and the information available to the Data Processor;

20.2.7 not authorise any sub-contractor to process the Personal Data ("sub-processor") other than with the prior written consent of the Data Controller, it being acknowledged that the Data Controller consents to the appointment of sub-processors who may from time to time be engaged by the Data Processor who in each case are subject to terms between the Data Processor and the sub-processor which are no less protective than those set out in this condition 20, provided that the Data Processor notifies the Data Controller of the identity of such sub-processors and any change to them; and

20.2.8 cease Processing the Personal Data within ninety (90) days upon the termination or expiry of this Contract or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Data Controller's option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent that the Data Processor is required to retain the Personal Data due to a legal or regulatory requirement, or by a requirement of an accreditation body.

20.3 The Data Processor shall make available to the Data Controller such further information and (as applicable) allow for and contribute to any audit or review exercise, conducted by the Data

Controller or an auditor mandated by the Data Controller to provide assurance that the Data Processor is in compliance with the obligations set out in this condition 20, provided always that this requirement shall not oblige the Data Processor to provide or permit access to information concerning: (i) the Data Processor's internal pricing information; (ii) information relating to other clients of the Data Processor; (iii) any Data Processor non-public external reports; or (iv) any internal reports prepared by the Data Processor's internal audit or compliance functions. The Data Processor must immediately inform the Data Controller if, in its opinion, an instruction provided by the Data Controller pursuant to this Contract infringes the GDPR or other EU or Member State data protection provisions.

## 21. Sub-contracting

21.1 Unless otherwise restricted by the terms of the Contract and/or obligations under any accreditation or notification, the CerTrust shall be entitled, in its absolute discretion, to sub-contract the whole of or any part of the Service.

## 22. Confidentiality

For the purposes of this condition 22, "**Confidential Information**" shall mean all information which a party may have or acquire before or after the date of the Contract which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party's relationships with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential.

22.1 Each party (the "Recipient") shall keep all Confidential Information of the other party (the "Disclosing Party") in the strictest confidence.

Save for the purposes of fulfilling its obligations under the Contract, the Recipient shall not, without the prior written consent of the Disclosing Party, disclose, divulge or grant access to the Confidential Information which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information.

22.2 Notwithstanding condition 22.1, a Recipient may disclose Confidential Information which it has received if:

22.2.1 it is required to do so by any governmental, local government or regulatory authority, any

accreditation body or by law (but then only to the extent it is strictly required to do so);

22.2.2 it is strictly necessary for the purpose only of obtaining professional advice in relation to the Contract;

22.2.3 it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same with documentary evidence); or

22.2.4 it is information which subsequently becomes public knowledge other than by breach of the Contract by the Recipient.

22.3 In the event of an information request being made to a Recipient pursuant to any Freedom of Information legislation or the Environmental

Information Regulations 2004 in respect of any Confidential Information then the Recipient shall notify the Disclosing Party and shall not disclose any information until an analysis has been made as to whether the information requested is capable of benefiting from an exemption from disclosure.

22.4 The obligations of the parties under this condition 22 shall continue to apply without limit of time.

### **23. Anti-Corruption**

23.1 The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("Anti-Corruption Laws") and that it shall not do, nor omit to do, any act that will lead to the CerTrust being in breach of any of the Anti-Corruption Laws. The Customer shall:

23.1.1 comply with the CerTrust's Anti-corruption policies as may be notified by the CerTrust to the Customer and updated from time to time ("**Relevant Policies**");

23.1.2 promptly report to the CerTrust any request or demand for any undue financial or other

advantage of any kind received by the Customer in connection with the performance of the Contract;

23.1.3 promptly notify the CerTrust (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract);

### **24. Notices**

All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally or via e-mail and forty eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.

### **25. No Waiver**

No failure or delay by the CerTrust to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

### **26. Governing Law**

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed under the laws of Hungary. The jurisdiction is the Hungarian Tribunals.

In case of conformity assessment procedures are carried out under the UK Approved Body the relevant English, Scottish and Northern Ireland Law shall be applied.