

BSI Terms for Approved Body Services

- 1. BSI shall perform the services described and in accordance with this contract (**Contract**).
- 2. The Contract will commence on the date Client signifies agreement to the Contract (which may be through electronic confirmation or otherwise).



- 10. BSI personnel may abort an audit while on Client's site without BSI being in breach of Contract if they believe there is a risk to safety or Client does not comply with relevant health and safety rules.
- 11. BSI may refuse to issue any certificate or other document verifying compliance with any law, standard, rule or scheme, or revoke or suspend such issued certificate or other document, if in its reasonable g52.44 145(03 9 -0 0 2ad(el)92)13.4 (TJ.L2E5e.6 (a)3 (t)-1.4 (e)-9 Tf6 685.8 Tm946 68l5)6.9 (nc)(t)-19-1.3 (,)-5.6 (if)-4 6.3



- Client shall settle all invoices within 30 days of date of issue.
- 27. Payments may only be made by electronic transfer to the account detailed on the invoice issued by BSI. On making a payment, Client shall provide the relevant invoice number and its customer account number (as stated on the invoice).
- 28. If Client reasonably believes an invoice includes a sum which is not valid and properly due:
 - Client shall notify BSI in writing within 5 days of receipt of the disputed invoice;
 - b. Client's failure to pay the disputed sum shall not be deemed to be a breach of this Contract;
 - following resolution of the dispute, which the parties shall negotiate in good faith, to the extent that Client is obliged to pay an amount, then the



- administrator or manager over its assets, or goes into liquidation (except for the purpose of solvent reconstruction or amalgamation), or enters into a voluntary arrangement with its creditors, or ceases or threatens to cease its business.
- 42. For testing if BSI becomes aware that the time for completing such services will exceed that in the Contract, BSI will stop all tests and inform Client of the associated increase in fees. Client may terminate the services if it does not wish to proceed by providing written notice to BSI and will remain liable for the full test fee for the testing already commenced.
- 43. For the use of any conformity mark owned or regulated by a third-party, not being a BSI-owned mark:
 - Client undertakes, warrants and represents that, when displaying the relevant third-party conformity mark, Client's declaration of conformity of the relevant product will be accurate in all respects.
 - b. Client agrees to indemnify and hold harmless BSI and its group companies against any costs or losses that BSI or its group company may suffer or incur through, arising out of or in connection with, any claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions made against BSI or its group company by any third party in relation to: (i) Client's failure to comply with any regulation or law specifically governing BTO g-0.0 g8 10.92 r6al1I(r)7.1 (o16 ())1)1 (h)-3.f 3