

## Terms and Conditions of Business

### Introduction

**This agreement defines the relationship between Perry Johnson Registrars, Inc, (Legal Accredited Entity) and the Sales Office of Perry Johnson Registrations Ltd. (PJRL), Companies House # 11742893 of Registered Address: 8th Floor Becket House, 36 Old Jewry, London, England, EC2R 8DD and the Sales Office located at Genesis Centre, Innovation Way, Suite S06 Stoke-on-Trent ST6 4BF with the Client.**

The agreement supersedes any previous agreement, defined or implied, and remains enforceable until such time as either party notifies the other of its intention to withdraw from the relationship, in writing, and in accordance with the termination procedures.

### 1. General

Pursuant to the Registration/Certification Agreement (“Agreement”) between Perry Johnson Registrations Ltd. (PJRL) (hereinafter referred to as “PJRL”) and the organisation listed in Agreement (hereinafter referred to as “Organisation”), PJRL agrees to provide to the Organisation certain Quality Management System (QMS), Environmental Management System (EMS), Business Continuity Management System (BCMS), Food Safety Management System including FSSC and ISO 22000, Information Security Management System (ISMS), Responsible Recycling (R2), Anti-Bribery Management System (ABMS), and/or Occupational Health and Safety Management System (OHSAS), (hereafter collectively referred to as “Management System”) assessments and registration services, as more fully described in the Agreement.

The Agreement consists of the front portion of the Registration/Certification Agreement, any purchase order issued by the Organisation (as modified by these Terms and Conditions), any confidentiality and/or nondisclosure agreement between Organisation and PJRL, these Terms and Conditions, and documents listed in Section 2 of these Terms and Conditions. The Agreement does not include any terms and conditions contained in any of the Organisation’s purchase orders, materials, or documents or those incorporated by reference in any of the Organisation’s purchase orders, materials or documents. Legal relationships between Organisation and PJRL are governed exclusively by the Agreement. By executing the Agreement, the Organisation acknowledges having actual knowledge of the clauses of these Terms and Conditions and of all of the documents referenced in Section 2 hereof and agrees to comply with these Terms and Conditions and of all of the documents referenced in Section 2 hereof. To the extent of any inconsistency between these Terms and Conditions and any confidentiality and/or nondisclosure agreement between PJRL and Organisation, or between these Terms and Conditions and any documents referenced in Section 2 hereof, these Terms and Conditions shall control and supersede.

Any terms or conditions of the Organisation which are contradictory or supplementary to, or which deviate from these Terms and Conditions, or any objection, agreement or other attempt by Organisation purporting to add to or modify these Terms and Conditions, shall not apply or be binding upon PJRL unless expressly approved in writing by the President of PJRL. To the extent Organisation’s purchase order, documents or materials or any accompanying terms and conditions have additional or conflicting terms or conditions, these Terms and Conditions shall control and supersede the Organisation’s conflicting terms and conditions, and all such Organisation’s terms and conditions are hereby rejected and are expressly objected to by PJRL without further notification. Under no circumstances shall the performance of services for the Organisation, or the receipt of payment from the Organisation, be construed as acceptance of the

Organisation's terms or conditions. Any reference to Terms and Conditions shall be construed to be the reference to PJRL's Terms and Conditions.

## 2. References

The following documents are considered normative. Some of these documents may be supplied electronically by your sales representative upon request or for Registered/Certified clients, these documents are located at [www.PJR.com](http://www.PJR.com) client log-in. Others can be downloaded or are available for purchase.

10	PRO-1 or F-81 series	Summary of Registration Procedure
2.2	PRO-3 series	Registration Mark Procedures
2.3	F-1 series	Application for Quotation
2.4	PRO-11	Suspension or Withdrawal of Registration Certificates (when applicable)
2.5	PRO-10	Dispute/Appeal Procedure (when applicable)
2.6	PRO-13	Transfer of Registration Procedure (when applicable)
2.7	F-108 series	Confirmation of Auditee (i.e. Organisation) Readiness
2.8	ISO/IEC 17021-1	Requirements for Bodies Providing Audit and Certification of Management Systems
2.9	IAF MD-5	Determination of Audit Time of Quality, Environmental, and Occupational Health & Safety Management Systems
2.10	IAF MD-9	Application of ISO/IEC 17021-1 in the Field of Medical Device Quality Management Systems (ISO 13485)
2.11	IAF MD-1	IAF Mandatory Document for the Audit and Certification of a Management System Operated by a Multi-Site Organisation
2.12	IAF MD-2	IAF Mandatory Document for the Transfer of Accredited Certification of Management Systems
2.13	R2 Code of Practices	R2 Certification Process Requirements
2.14	RIOS	Certification Program
2.15	Rules	Automotive Certification Scheme for IATF 16949: Rules for achieving & maintaining recognition
2.16	AS9104-1	Requirements for Aviation, Space and Defense Quality Management System Certification Programs
2.17	ISO/IEC 27006	Requirements for bodies providing audit and certification of information security management systems

2.18	ISO/IEC 20000-6	Requirements for bodies providing audit and certification of service management systems
2.19	TL 9000	Auditor Time (latest version)
2.20	IAF MD-4 IAF	Mandatory Document for the Use of Information and Communication Technology (ICT) for Auditing/Assessment Purposes
2.21	IAF MD-11 IAF	Mandatory Document for the Application of ISO/IEC 17021 for Audits of Integrated Form

### 3. Scope

3.1 The agreement relates to the provision of certification services for and on behalf of Perry Johnson Registrations Ltd. (PJRL). The specific service areas relate to:

- a) The management of the Certification of client's business management processes and service provision to defined normative standards.
- b) The management of the Auditing procedures of client's business management processes and service provision to agreed normative standards.

3.2 All activity undertaken by Perry Johnson Registrations Ltd. (PJRL), will be undertaken exclusively in the name of Perry Johnson Registrations Ltd. (PJRL).

3.3 The contract commences on the date of signature by the Perry Johnson Registrations Ltd. (PJRL) signatory.

3.4 The contract will continue unless terminated in accordance with section 18 of this agreement. The parties recognise that the agreement will need to be adjusted from time to time by agreement to reflect operational, regulatory and commercial conditions and requirements and they both agree to co-operate in this exercise.

### 4. Perry Johnson Registrations Ltd. (PJRL) Roles and Responsibilities

4.1 Perry Johnson Registrations Ltd. (PJRL) is responsible for assessing sufficient objective evidence upon which to base a certification decision. Based on audit conclusions, Perry Johnson Registrations Ltd. (PJRL) makes a decision to grant certification if there is sufficient evidence of conformity, or not to grant certification if there is not sufficient evidence of conformity

4.2 Perry Johnson Registrations Ltd. (PJRL) is responsible for, and shall retain authority for, its decisions relating to certification, including the granting, refusing, maintaining of certification, extensions or reduction of scopes, renewing, suspending or restoring following suspension, or withdrawing of certification

4.3 The audit is based on sampling basis and therefore PERRY JOHNSON REGISTRATIONS LTD. (PJRL) cannot guarantee 100 % conformity with requirements.

Perry Johnson Registrations Ltd. (PJRL) will undertake the following:

4.4 ensure that all audit activities are undertaken impartially and independently.

4.5 ensure that all data obtained or created is treated confidentially except where certain conditions apply (see confidentiality disclaimer).

- 4.6 provide impartial, independent, trained, competent and qualified personnel to carry out the audit activities.
- 4.7 inform the client if certification activity is to be subcontracted for any reason.
- 4.8 inform the client if the audit methods proposed by the client are considered inappropriate.
- 4.9 provide the client with an undertaking that the work to be carried out is within Perry Johnson Registrations Ltd. (PJRL)'s expertise and that there are sufficient resources to carry it out.
- 4.10 inform the client if certification activity cannot be performed for any reason.
- 4.11 maintain a secure record system which demonstrates the effectiveness of the audit procedures and which enables an evaluation of each assessment.
- 4.12 provide a report at the conclusion of each audit.
- 4.13 provide a certificate (s) when achieved.

## **5. Intellectual Property**

- 5.1 The Client acknowledges that Perry Johnson Registrations Ltd. (PJRL) is beneficially entitled to all inventions, designs, information, modifications and improvements of any kind, know-how, copyright work, rights in databases, domain name, trademarks including but not limited to all records, reports, documents, papers, and any and all other intellectual property rights in all works in each case made, developed or created by the Auditor in connection with his/her services as an Auditor whether alone or with any other person. The Auditor hereby irrevocably and unconditionally waives all rights under Chapter IV of the Copyright, Designs and Patents Act 1988 in connection with his/her authorship of any such existing or future copyright work in whatever part of the world; such rights may be enforceable.
- 5.2 All documentation created as a result of this agreement, be it written or electronic, remains the property of Perry Johnson Registrations Ltd. (PJRL).

## **6. Financial Arrangements**

- 6.1 In consideration for the provision of certification services, Perry Johnson Registrations Ltd. (PJRL) will invoice the client a fee as outlined in this document. Fees may vary.

## **7. Code of Business Ethics and Anti-Bribery and Corruption Policy**

- 7.1 Perry Johnson Registrations Ltd. (PJRL) conducts its business strictly in accordance with its policies. Our policies in respect of business ethics and anti-bribery and corruption will be forwarded to you on request.
- 7.22 Perry Johnson Registrations Ltd. (PJRL) employees, auditors and other representatives are prohibited from giving or receiving money or gifts which could

be construed as bribes or entering into arrangements that are construed as corrupt practices.

7.33 Perry Johnson Registrations Ltd. (PJRL) has in place and will maintain throughout the term of the Contract, policies and procedures to ensure compliance with its codes, and will enforce them where appropriate.

## **8. Your Duty**

8.1 To acknowledge that your information is material to Perry Johnson Registrations Ltd. (PJRL) providing the Services. Accordingly, you will provide to Perry Johnson Registrations Ltd. (PJRL) and any auditor appointed by Perry Johnson Registrations Ltd. (PJRL) sufficient information to enable them to conduct audit services:

- a) full, complete and accurate information relevant to the Services;
- b) regular updates comprising full, complete and accurate details of any changes to the information since you first provided it to Perry Johnson Registrations Ltd. (PJRL) (and, with regard to any adverse event that may affect the decision to issue a certificate, such updates must be provided immediately); and
- c) any additional information that Perry Johnson Registrations Ltd. (PJRL) may request from you as being relevant to the Services.

8.2 To provide and update information is a continuing one and lasts for the duration of the Contract. In particular, if Perry Johnson Registrations Ltd. (PJRL) receives a complaint from a third party that, in the sole opinion of Perry Johnson Registrations Ltd. (PJRL), requires investigation, you will provide such information as Perry Johnson Registrations Ltd. (PJRL) may reasonably request (including access to any relevant site) in order for Perry Johnson Registrations Ltd. (PJRL) to investigate it.

8.3 To record all complaints received by you and should be investigated (where required) and fully documented and provide

8.4 To undertake, warrant and represent that all information provided to Perry Johnson Registrations Ltd. (PJRL) for the purpose of the Contract shall be true, accurate and complete, and not misleading.

8.5 In providing the Services, Perry Johnson Registrations Ltd. (PJRL) is entitled to assume that all information that you provide is true, accurate and complete in all respects and that you have complied fully with your duty to provide all relevant information.

8.6 Perry Johnson Registrations Ltd. (PJRL) will not investigate or confirm the truth, accuracy or completeness of any information provided by you and accordingly Perry Johnson Registrations Ltd. (PJRL) accepts no liability for any losses, costs or damages suffered or incurred by you arising out of or in relation to the Services provided to you on the basis of information provided by you which is not true, accurate and complete in all respects or which is misleading.

8.7 To implement any appropriate changes that are notified to you by Perry Johnson Registrations Ltd. (PJRL).

8.8 Failure to supply the correct information to Perry Johnson Registrations Ltd. (PJRL) prior to, or during the audit, may affect the audit duration and fees incurred.

- 8.9 Notification of changes – you must inform Perry Johnson Registrations Ltd. (PJRL) without delay of matters that may affect your ability to continue to fulfil the requirements of the standard used for certification. These include, for example, changes relating to
- a) the legal, commercial, organisational status or ownership,
  - b) organisation and management (e.g. key managerial, decision-making or technical staff),
  - c) contact address and sites,
  - d) scope of operations under the certified management system or product, and
  - e) major changes to the management system, product or processes.
- 8.10 To consistently achieve the intended results of implementation of the product, service or management system standard and conformity with the requirements for certification.

## **9. Provisions relating to Assessments and Site Visits**

This part is relevant for all Services that may include assessments and site visits.

### **9.1 Qualification and Selection of Auditors**

9.1.1 Perry Johnson Registrations Ltd. (PJRL) warrants that all assessments will be performed by appropriately qualified and trained auditors exercising the skill, care and diligence as may be reasonably expected of a reputable provider of similar services.

9.1.2 In its sole and absolute discretion, Perry Johnson Registrations Ltd. (PJRL) will select the appropriate auditors to perform the assessments.

9.1.3 Perry Johnson Registrations Ltd. (PJRL) may change the auditor at any time. In the event of a change in auditor by Perry Johnson Registrations Ltd. (PJRL), no additional fees will be charged to you.

9.1.4 You may request Perry Johnson Registrations Ltd. (PJRL) to change the auditor with at least 30 days written notice prior to the commencement of an assessment, provided that you agree to pay any additional fees or expenses incurred by Perry Johnson Registrations Ltd. (PJRL) in providing an alternative auditor.

9.1.5 If no appropriate auditor is available, Perry Johnson Registrations Ltd. (PJRL) may in its sole and absolute discretion refuse your request.

### **9.2 Arrangement of Audit Visits to your Sites**

9.2.1 Perry Johnson Registrations Ltd. (PJRL) will inform you of the audit visits within a reasonable time in advance of the visits, unless Perry Johnson Registrations Ltd. (PJRL) determines that an unannounced visit is necessary.

9.2.2 If the timetable for visits is determined by the relevant standard or scheme, you and Perry Johnson Registrations Ltd. (PJRL) each agree to comply with that timetable. If the frequency of visits is not fixed by the relevant standard or scheme, Perry Johnson Registrations Ltd. (PJRL) will arrange them at its reasonable discretion.

9.2.3 In each case, you will provide Perry Johnson Registrations Ltd. (PJRL) and its auditor all reasonable access to all and any areas of the site, personnel, data and records, and any materials and equipment as the auditor deems reasonably necessary in order to allow the auditor to undertake the assessment.

9.2.4 Either party may change the date of a visit. In order to do this:

- a) if you change the date of the visit: you must do so by giving not fewer than 21 days advance written notice to Perry Johnson Registrations Ltd. (PJRL). If you fail to give the required written notice, you will be liable to pay the a 50% cancellation for the originally booked visit in addition to any unrecoverable travel expenses. . You may not delay the date of a visit, if to do so this would have the effect of invalidating your certification.
- b) if Perry Johnson Registrations Ltd. (PJRL) changes the date of the visit: Perry Johnson Registrations Ltd. (PJRL) may do this at any time up to 24 hours prior to the booked date of the visit, and Perry Johnson Registrations Ltd. (PJRL) will contact you to agree a revised date.

9.2.5 In certain circumstances (such as non-compliance with the relevant standard or investigation pursuant to a third party complaint) it may be necessary for Perry Johnson Registrations Ltd. (PJRL) to make additional visits. You will be liable for the fee for any additional visits at the audit rate set out in the Proposal.

### 9.3 Unannounced and Observed Visits

9.3.1 Perry Johnson Registrations Ltd. (PJRL) will comply with any standard or scheme that requires unannounced visits.

9.3.2 You will permit access to the relevant site on the arrival of an auditor as well as to all relevant information that may reasonably be required by the auditor.

9.3.3 Perry Johnson Registrations Ltd. (PJRL)'s auditor may be accompanied by a third-party observer from time to time, who is to witness an assessment.

9.3.4 Perry Johnson Registrations Ltd. (PJRL) will inform you, as well as provide you with the identity of the observer, within a reasonable time prior to the visit. A third-party observer will only accompany the Perry Johnson Registrations Ltd. (PJRL) auditor if the third-party observer is subject to confidentiality obligations at least to the same level as those to which Perry Johnson Registrations Ltd. (PJRL) is bound. The fee for the visit will not be increased due to the visit being observed.

### 9.4 Auditors' Health and Safety

9.4.1 When an auditor attends your premises, you are responsible for ensuring that adequate information is given on the hazards and risks to which the auditor may be exposed.

9.4.2 You will provide the auditor with an appropriate level of supervision as well as all necessary personal protective equipment.

9.4.3 You will immediately notify Perry Johnson Registrations Ltd. (PJRL) of any event, accident or incident on your premises which could pose a risk to an auditor.

9.5 Perry Johnson Registrations Ltd. (PJRL)'s right to abort a visit.

9.5.1 If, while on your premises, the auditor has reason to believe that you are not complying with the relevant health and safety rules, or that the auditor's safety is at risk in any way, then the auditor may abort the visit.

9.5.2 Perry Johnson Registrations Ltd. (PJRL) will report to you the reasons for the termination of the visit. In such an event Perry Johnson Registrations Ltd. (PJRL) will not be in breach of the Contract and you will be required to pay in full for the Services.

9.5.3 Perry Johnson Registrations Ltd. (PJRL) will not attend the affected premises again until it is satisfied that the issues reported have been resolved.

9.6 Auditors' Entry Requirements

9.6.1 You must, at the time of arranging a visit, notify Perry Johnson Registrations Ltd. (PJRL) of the health and safety rules and any other reasonable security requirements applicable to visitors to the premises.

9.6.2 Perry Johnson Registrations Ltd. (PJRL) will observe or will use reasonable endeavours to procure the observance of, as far as it is reasonably able, all such health and safety rules and any other reasonable security requirements that you notify to Perry Johnson Registrations Ltd. (PJRL), and notify to the auditor on arrival at the site.

9.6.3 If, by observing these rules and other requirements, Perry Johnson Registrations Ltd. (PJRL) is prevented from providing the Services, Perry Johnson Registrations Ltd. (PJRL) will not be in breach of the Contract and you will be required to pay in full for the Services.

9.6.4 If the Proposal requires a visit to a third party's premises, you undertake, warrant and represent that you have a relationship with the third party that permits Perry Johnson Registrations Ltd. (PJRL) to attend the premises of the third party for the purposes of the Contract.

9.7 Damages for failure to meet the number of audit days requested

9.7.1 If organisation postpones, reschedules or cancels any booked audit activity within 21 days from the first scheduled day of the agreed audit date, for any reason other than a Force Majeure (please see part 15 below), PJR will charge a fee equal to the greater of 50% of the quoted assessment fee plus any non-recoverable travel or lodging expenses incurred. If organisation fails to meet the number of scheduled audit days through termination of this contract within 21 days of the first scheduled day of the agreed audit dates, the same financial penalty will apply as stated above. If the audit is cancelled during the course of the scheduled audit time by your organisation, your organisation will be billed for any work completed, plus 50% fee for the remainder of the audit not performed, plus the cost of any travel incurred in the completion of that audit time. If the audit is cancelled by PJR, there will be no costs incurred by organisation.

Both of us confirm that this sum represents a genuine pre-estimate of our losses.

## 9.8 Term of Proposal

9.8.1 If an initial audit is not conducted within one year of the date of the Proposal due to any reason other than the fault of Perry Johnson Registrations Ltd. (PJRL), this Contract shall terminate insofar as it relates to Audit and Site visits, and you will need to reapply for such services, which may be at other rates to the ones quoted to you in the Proposal.

9.8.2 For a Management system audit, comprising of two stages, the stage two audit must be conducted within a reasonable time of the stage one audit (i.e. not exceeding four months).

## 10. Certificates and Reports

This part is relevant for all Certificates and reports that Perry Johnson Registrations Ltd. (PJRL) may issue or produce pursuant to the Services.

### 10.1 Certificates

No automatic right to a Certificate.

10.1.1 The Contract does not give you an automatic right to a Certificate. You will be awarded a Certificate if the certification or testing process is successful, in Perry Johnson Registrations Ltd. (PJRL)'s absolute and sole judgement acting independently to your interests.

Perry Johnson Registrations Ltd. (PJRL)'s right to refuse a Certificate, or to suspend or revoke it.

10.1.2 At its sole and absolute discretion, Perry Johnson Registrations Ltd. (PJRL) may refuse to issue a Certificate, or revoke or suspend an issued Certificate, if in its reasonable opinion:

- a) you do not meet, or fail to continue to meet, the relevant standard or regulation; or
- b) you amend any specification of the product of which the test item was representative and to which a Certificate relates; or
- c) you fail to disclose any information to Perry Johnson Registrations Ltd. (PJRL) that may affect Perry Johnson Registrations Ltd. (PJRL)'s decision to issue or continue the Certificate; or
- d) you fail to comply with the continuing obligation to supply information; or
- e) you fail to pay any fees due to Perry Johnson Registrations Ltd. (PJRL) under the Contract; or
- f) in the opinion of Perry Johnson Registrations Ltd. (PJRL), you use the Certificate in a manner that may be misleading or that may bring Perry Johnson Registrations Ltd. (PJRL) into disrepute; or
- g) If you fail to undertake an audit within the required period.

10.1.3 If Perry Johnson Registrations Ltd. (PJRL) revokes an issued Certificate, you will refrain from representing that the revoked Certificate is valid.

### Ownership

10.1.4 Perry Johnson Registrations Ltd. (PJRL) will at all times remain the owner of a Certificate.

10.1.5 Perry Johnson Registrations Ltd. (PJRL) grants you a limited non-exclusive licence to display the Certificate (and any accompanying Perry Johnson Registrations Ltd. (PJRL) logo or certification mark) at your premises or on your products (but only in so far as the scope of the Certificate is relevant) for so long as the Certificate remains valid. Please see Perry Johnson Registrations Ltd. (PJRL) Brand Guidelines for Certified clients.

10.1.6 You may not sub-license or transfer the right to display the Certificate (or the accompanying Perry Johnson Registrations Ltd. (PJRL) logo or certification mark) to any other party. You may not amend the content or change the appearance of the Certificate or the Perry Johnson Registrations Ltd. (PJRL) logo or certification mark.

#### **Change of details on a Certificate**

10.1.7 If you wish to change any details on a Certificate, you will notify Perry Johnson Registrations Ltd. (PJRL) of the required changes. If, in the reasonable opinion of Perry Johnson Registrations Ltd. (PJRL), such changes will not affect the validity of the Certificate, Perry Johnson Registrations Ltd. (PJRL) may issue a revised Certificate on the same terms and for the same period of validity as the replaced Certificate.

10.1.8 Perry Johnson Registrations Ltd. (PJRL) will charge you and you shall pay an administration fee to be determined by Perry Johnson Registrations Ltd. (PJRL) from time to time.

#### **Publication of your certification status**

10.1.9 Perry Johnson Registrations Ltd. (PJRL) may put into the public domain (either on a web site or by any other manner that Perry Johnson Registrations Ltd. (PJRL) may, at its sole and absolute discretion, determine) your name, the scope of your certification, as well as details of the issuance, suspension, revocation or termination of a Certificate.

Certification Reports

#### **Ownership**

10.1.10 Perry Johnson Registrations Ltd. (PJRL) will at all times remain the owner of a certification report.

10.1.11 Perry Johnson Registrations Ltd. (PJRL) grants you a non-exclusive limited licence to use the certification report in support of the Certificate for so long as the accompanying Certificate remains valid.

10.1.12 On termination of the Contract for any reason, or on the expiry, suspension or revocation of the relevant Certificate, the certification report will be cancelled.

Your disclosure of the certification report

10.1.13 If you disclose a certification report to any third party, it must not be amended, abridged, or presented in any form other than that prepared by Perry Johnson Registrations Ltd. (PJRL) at the time of its creation.

10.1.14 If you do disclose the certification report, you agree to indemnify and hold harmless Perry Johnson Registrations Ltd. (PJRL) and Perry Johnson Registrations Ltd. (PJRL) Affiliates against all cost or losses suffered or incurred Perry Johnson Registrations Ltd. (PJRL) or Perry Johnson Registrations Ltd. (PJRL) Affiliates due to claims, demands, suits, proceedings, actions, losses, judgements, damages, costs including all reasonable legal fees), expenses, fines or penalties or actions against Perry Johnson Registrations Ltd. (PJRL) or Perry Johnson Registrations Ltd. (PJRL) Affiliates arising out of or relating to a third party's reliance on the certification report, whether disclosed to that third party with the prior written consent of Perry Johnson Registrations Ltd. (PJRL) or not.

## **11. General Provisions for All Services**

### Use of Marks

11.1 On you being successfully issued with a Certificate by Perry Johnson Registrations Ltd. (PJRL), Perry Johnson Registrations Ltd. (PJRL) licences you to use the Perry Johnson Registrations Ltd. (PJRL) Logos on a non-exclusive, royalty-free basis. The licence is personal to you. You may not sub-licence the use of the Perry Johnson Registrations Ltd. (PJRL) Logos to any third party. You may not tamper with or change the appearance of the Perry Johnson Registrations Ltd. (PJRL) Logos. You may only display the Perry Johnson Registrations Ltd. (PJRL) Logos in accordance with the instructions of Perry Johnson Registrations Ltd. (PJRL).

11.2 Perry Johnson Registrations Ltd. (PJRL) require each certified individual or organisation, to ensure that they:

- Conform to the requirements of Perry Johnson Registrations Ltd. (PJRL) when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents.
- Do not make or permit any misleading statement regarding its certification.
- Do not use or permit the use of a certification document or any part thereof in a misleading manner.
- Upon suspension or withdrawal of its certification, discontinue its use of all advertising matter that contains a reference to certification, as directed by Perry Johnson Registrations Ltd. (PJRL).
- Amend all advertising matter when the scope of certification has been reduced.
- Do not allow reference to its management system certification to be used in such a way as to imply that Perry Johnson Registrations Ltd. (PJRL) certifies a product (including service) or process.
- Do not imply that the certification applies to activities that are outside the scope of certification.
- Do not use its certification in such a manner that would bring Perry Johnson Registrations Ltd. (PJRL) and/or the certification system into disrepute and lose public trust.

11.3 If the Contract is terminated, a Certificate expires or is withdrawn or cancelled by Perry Johnson Registrations Ltd. (PJRL), your licence to use the Perry Johnson Registrations Ltd. (PJRL) Logos shall immediately terminate.

- 11.4 Perry Johnson Registrations Ltd. (PJRL) may cancel a licence granted to you to use the Perry Johnson Registrations Ltd. (PJRL) Logos at any time for any or no reason with immediate effect. Upon cancellation of the licence you will immediately cease to use the Perry Johnson Registrations Ltd. (PJRL) Logos and discontinue any reference to the Perry Johnson Registrations Ltd. (PJRL) Logos in any materials.

## **12. Fees and Payment**

### **Payment terms**

- 12.1 You will pay, in full, every invoice submitted to you by Perry Johnson Registrations Ltd. (PJRL).
- 12.2 Payment terms are due upon receipt of invoice.

### **Fees and Expenses**

- 12.3 The fees for the Services will be set out in the Proposal.
- 12.4 Perry Johnson Registrations Ltd. (PJRL) will be entitled to charge you for any out-of-pocket expenses reasonably incurred in providing the Services (such as travel, accommodation, subsistence and other costs and other expenses).

### **Increase in fees**

- 12.5 Perry Johnson Registrations Ltd. (PJRL) may increase its fees at any time without giving you notice. If we increase our fees and you do not accept the increase, you may terminate the Contract by notifying Perry Johnson Registrations Ltd. (PJRL) in writing not more than 30 days following the date of Perry Johnson Registrations Ltd. (PJRL)'s notice to you regarding the fee increase.
- 12.6 If you terminate, you will be liable for all fees and expenses up to the effective date of termination which shall be the date on which Perry Johnson Registrations Ltd. (PJRL) receives your notice to terminate.
- 12.7 If you do not notify Perry Johnson Registrations Ltd. (PJRL) of your intention to terminate the Contract within 30 days following the date of Perry Johnson Registrations Ltd. (PJRL)'s notice to you regarding the fee increase, then you will be deemed to have accepted the fee increase, which shall take effect 45 days from the date of Perry Johnson Registrations Ltd. (PJRL)'s notice to you.

### **VAT or general sales tax**

- 12.8 All amounts set out in the Proposal or payable by you under the Contract are exclusive of sales or value added tax or other tax that may be applicable at the time of invoice.
- 12.9 If applicable, you will, on receipt of a valid tax invoice from Perry Johnson Registrations Ltd. (PJRL) pay to Perry Johnson Registrations Ltd. (PJRL) such

additional amounts in respect of tax as may be chargeable at the same time as payment is due for the supply of the Services.

### **Interest on overdue amounts**

12.10 If you fail to make a payment due to Perry Johnson Registrations Ltd. (PJRL) under the Contract by its due date as set out in the Proposal, Perry Johnson Registrations Ltd. (PJRL) may charge interest on the overdue amount at the rate of 2.5 per cent a year above the then current base rate of Perry Johnson Registrations Ltd. (PJRL)'s bankers, accruing on a daily basis from the due date until the date of actual payment, which will be compounded quarterly.

### **If a third party is to pay**

12.11 If you arrange for a third party to pay any of Perry Johnson Registrations Ltd. (PJRL)'s fees or charges, you remain liable to the extent that the third party does not pay in full by the due date.

## **13. Remedies, Waiver and Rights of Third Parties**

13.1 A waiver of any right or remedy under this Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

13.2 A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

13.3 No single or partial exercise of any right or remedy provided under this Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

13.4 The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law governing the Contract.

13.5 A person who is not a party to this agreement shall not have any rights under or in connection with it.

## **14. Appeals**

14.1 If you wish to appeal a decision made by Perry Johnson Registrations Ltd. (PJRL), you must serve written notice of your intention to appeal within 21 days of receipt of the Perry Johnson Registrations Ltd. (PJRL) decision. Your notice must be addressed to the Managing Director at Perry Johnson Registrations Ltd. (PJRL).

14.2 Once your notice of appeal has been received, the Managing Director at Perry Johnson Registrations Ltd. (PJRL) will notify you of the procedure under which your appeal will be heard.

14.3 All appeals are heard by an independent appeals panel, established under the accreditation rules governing Perry Johnson Registrations Ltd. (PJRL).

14.4 The decision of Perry Johnson Registrations Ltd. (PJRL) will remain in force pending the decision of the appeals panel.

14.5 A decision made pursuant to the appeals procedure shall be final and you and Perry Johnson Registrations Ltd. (PJRL) each agree to adhere to that decision.

**15. Limitation of Perry Johnson Registrations Ltd. (PJRL)'s Liability**

15.1 Notwithstanding any other provision of this Contract, neither party's liability under or in connection with this Contract shall be excluded or limited to the extent that such exclusion or limitation is not otherwise permitted by law.

15.2 Subject to this, Perry Johnson Registrations Ltd. (PJRL) will not be liable to you for any loss of profit, loss of goodwill, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise; and the total liability of Perry Johnson Registrations Ltd. (PJRL) to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will not exceed an amount equal to the annual fees payable by you under the Contract in relation to the Services giving rise to the liability. This limitation of Perry Johnson Registrations Ltd. (PJRL)'s liability will survive termination of the Contract.

**16. Force Majeure**

16.1 Save with respect to your obligation to pay all fees and expenses pursuant to part 11 of this Contract, neither you nor Perry Johnson Registrations Ltd. (PJRL) will be in breach of the Contract if it is not reasonably possible to perform an obligation under the Contract due to circumstances beyond that party's reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of non-performance continues for eight weeks, the party not affected may terminate the Contract by giving 14 days' advance written notice to the other party.

**17. No Partnership or Agency**

17.1 Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**18. No Assignment**

18.1 Unless specifically permitted in any of the Appendices attached, the Contract is personal to the parties and neither party may assign, transfer, charge, mortgage, subcontract, or deal in any other manner with any or all of its rights and obligations under the Contract. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18.2 Notwithstanding the preceding paragraph, Perry Johnson Registrations Ltd. (PJRL) may assign, transfer or subcontract any or all of its rights and obligations under the Contract to an Perry Johnson Registrations Ltd. (PJRL) Affiliate.

**19. Termination**

On notice

19.1 Either party may terminate the Contract at any time by giving the other party not less than 60 days' notice of its intention to end the Contract. In the event of termination of this Contract for any reason any annual management fee paid (if applicable to you) and the application fee are non-refundable.

Immediately by Perry Johnson Registrations Ltd. (PJRL) on notice

19.2 Without prejudice to any rights that have accrued under the Contract, Perry Johnson Registrations Ltd. (PJRL) may terminate the Contract:

- a) with immediate effect if you fail to pay any amount under the Contract on the due date for payment and it remains unpaid 7 days after Perry Johnson Registrations Ltd. (PJRL) has notified you to make such payment; or
- b) if you breach any material obligation of the Contract and such breach remains un-remedied, if such breach is capable of remedy, after thirty (30) days from the date of notification to you by Perry Johnson Registrations Ltd. (PJRL) of such breach, or immediately upon notice to you by Perry Johnson Registrations Ltd. (PJRL) if such breach is incapable of remedy; or
- c) with immediate effect if, in the reasonable opinion of Perry Johnson Registrations Ltd. (PJRL), you act in such a manner that may bring the reputation of Perry Johnson Registrations Ltd. (PJRL) into disrepute; or
- d) with immediate effect if you are unable to pay your debts as they fall due, or you suspend the payment of your debts, or you make a proposal to your creditors to reschedule any of your debts; or you take any action in connection with your winding up or suffer the appointment of an administrator or an administrative receiver; or someone takes action to attach or take possession of any of your assets; or you stop the business you were doing at the time of entering into the Contract; or you become insolvent or are wound up; or any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in this paragraph.

Payment of outstanding amounts

19.3 All amounts payable by you to Perry Johnson Registrations Ltd. (PJRL) under the Contract will become due immediately upon termination of the Contract for whatever reason.

## **20. Non-Disclosure of Confidential Information**

20.1 Confidential Information means all information of a confidential nature relating to your business that is disclosed to Perry Johnson Registrations Ltd. (PJRL) in connection with the Services, but does not include information that:

- a) is or becomes generally available to the public (other than as a result of its disclosure by Perry Johnson Registrations Ltd. (PJRL) in breach of the Contract); or
- b) was known to Perry Johnson Registrations Ltd. (PJRL) before you disclosed it; or
- c) you have not treated as confidential or have agreed with Perry Johnson Registrations Ltd. (PJRL) is not confidential or may be disclosed.

20.2 Perry Johnson Registrations Ltd. (PJRL) will keep Confidential Information confidential for a period of 6 years after it has received it and will not use or disclose it except:

- a) For the purpose of exercising or performing its rights and obligations under the Contractor
- b) To the extent required by law, or by any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction. In these cases, Perry Johnson Registrations Ltd. (PJRL) will not be required to notify you of such disclosure and will not be required to oppose any demand made by such entities.

## **21. Entire Agreement**

- 21.1 The Contract constitutes the entire agreement between you and Perry Johnson Registrations Ltd. (PJRL) and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter.
- 21.2 Each party acknowledges that, in entering this Contract it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 21.3 If there is an inconsistency between any of the provisions of the Contract and the provisions of any master services agreement, purchase Proposal, your standard conditions of purchase or any other document stated to be produced relating to the Services or the Contract, the provisions of this Contract will prevail.
- 21.4 No variation of or amendment to the Contract will be effective unless it is in writing and signed by an authorised representative of each party.

## **22. Severance**

- 22.1 If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.
- 22.2 If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **23. Notices**

- 23.1 A notice required to be given to a party under or in connection with the Contract must be in writing and sent to the party at its address on the Proposal. Unless expressly prohibited by the Proposal, notices may be sent by email.

## **24. Governing law and Jurisdiction**

- 24.1 The law of England governs the Contract and any disputes or claims arising out of it.

24.2 The English courts have exclusive jurisdiction to settle any dispute or claim that arises out of the Contract.

24.3 The Contract has been entered into on the date of your signature of the Proposal.

**25. General Clauses**

25.1 If at any time either party become aware of an infringement of the rights of the other, they will notify the other party immediately, providing details of the infringement and furnishing the other with any evidence that they might possess relating to the matter.

25.2 Both parties agree to use their best endeavours to promote the terms of this agreement.

25.3 The agreement is constituted under English Law and any consequent proceedings shall be instituted and conducted in England and according to English Law. Alternatively, with the agreement of both parties an arbitrator can be appointed, and his/her findings will be binding on both parties.

25.4 The agreement creates a legal contract between the parties to the agreement.

25.5 This agreement will be fulfilled by Perry Johnson Registrars, Inc. located at 755 W. Big Beaver Rd. Suite 1340, Troy, MI 48084 the legal Accredited Entity.

Clients Name \_\_\_\_\_(Please print)

Position \_\_\_\_\_ Date \_\_\_\_\_

Signature\_\_\_\_\_

Customer company\_\_\_\_\_