

**CLAUSE 1 Definitions**

For the purpose of these Terms and Conditions of Business, the following definitions apply:

Contractor: NMI Certin UK (TIC) Ltd..

Client: the natural person or legal entity who places an order with the Contractor.

CLAUSE 2 General

- 2.1 These Terms and Conditions together with the Client order accepted by the Contractor in accordance with the provisions of clause 2.5 below (the "Contract") supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Client's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Contractor otherwise agrees in writing.
- 2.3 No variation of these Terms and Conditions or to an accepted order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Contractor and the Client respectively.
- 2.4 Each order received from the Client by the Contractor shall be an offer to purchase the services and deliverables subject to these Terms and Conditions.
- 2.5 The Contractor may accept or reject an order at its discretion. An order shall not be accepted, and no binding Contract entered into for the supply of any services or deliverables, until the Contractor has issued a letter of acceptance to the Client.
- 2.6 Unless explicitly agreed otherwise in writing by both parties, all offers, orders, and purchases (hereinafter: "order") resulting from such orders between the Contractor and the Client are subject to these Terms and Conditions.
- 2.7 The Contractor shall be bound by an order only if and insofar as it has been explicitly accepted and confirmed in writing by Contractor.
- 2.8 All offers are without obligation. Written offers shall be kept open for a period of 90 days, unless otherwise stated after which time it shall automatically lapse and be withdrawn.
- 2.9 All the Contractor's offers are issued subject to the approval of its Board of Management.

CLAUSE 3 Prices and Payments

- 3.1 Orders shall be accepted by the Contractor upon the Contractor issuing to the Client a letter of acceptance which provides for the pricing of the job on either a fixed price basis or on a subsequent costing (hourly rate) basis.

- 3.2 If a fixed price is agreed, a separate charge may be made for costs or cost increases which could not reasonably have been foreseen at the time when the Contract was concluded, if the term of the Contract or the duration of the work involved exceeds three months.
- 3.3 If the agreed completion date for the order is exceeded by more than three months through no fault of the Contractor, the price shall be fixed on a subsequent costing basis, using the original agreed amount as a basic price.
- 3.4 If no fixed price is agreed, the amount payable shall be determined on a subsequent costing (hourly rate) basis in accordance with the Contractor's usual methods and rates. If the Contractor has stated a basic price, this shall constitute no more than a non-binding estimate of the costs.
- 3.5 For orders of £10,000 and higher, with an expected duration of more than three months, the Contractor can, at the Client's request, set a limit on the price which, once reached, automatically relieves the Contractor of any obligation to continue the work, if and in so far as this would entail spending more on the execution of the order than the set limit.
- 3.6 The Contractor shall invoice the Client partially or in full following acceptance of the Order, either on the dates specified in the Order, or upon completion of the job. The Contractor reserves the right to invoice the Client periodically for work already performed and is entitled to receive advance payment or security for payment.
- 3.7 In the event of failure to pay by the due date, or to provide the required security for payment, the Contractor cannot be held to its obligation to continue the work, without prejudice to Contractor's remaining rights.
- 3.8 The Client shall pay an invoice within 30 days of the invoice date, in euros, without deductions or retention of any amounts owed by the Contractor. If the Client fails to pay within this term, they shall be legally in default, with no notification of default being required, and shall be obliged to pay interest at the statutory rate, calculated from the final payment date, as well as legal and extra-judicial debt collection costs.
- 3.9 Unless otherwise agreed, all payments for work performed, prices and other costs shall be exclusive of value added tax (VAT) and other taxes and levies.
- 3.10 If in relation to the work performed, the Contractor or its personnel should become involved as expert-witness or in any other capacity in legal, arbitration or other proceedings, the Client shall pay the Contractor for the work and costs pertaining to this

involvement, on the basis of the Contractor's rates at that moment.

- 3.11 All agreements shall be deemed to have been concluded in euros.

CLAUSE 4 Cancellation, Postponement or Extensions

- 4.1 Orders shall be fulfilled within the stated or estimated period in the order, unless this proves impossible. If it becomes clear that completion is likely to be delayed, the Contractor shall consult the Client as soon as possible.
- 4.2 The period within which the work must be completed shall commence after the Contract has been concluded, but not before the Contractor has received all the necessary information and data, and all the required permits, approvals and/or exemptions have been granted.
- 4.3 In the event of any postponement or extension of the work specified in the order, the Client shall be charged for any additional expenses in so far as the Contractor cannot be held responsible for such postponement or extension.
- 4.4 The Client shall pay compensation for all costs and damages suffered by the Contractor resulting from any entire or partly cancellation or postponement of the Contract by the Client, if and in so far as the cause of such cancellation or postponement cannot be attributed to the Contractor.

CLAUSE 5 Warranty

- 5.1 Without prejudice to the provisions of Clause 12, the Contractor warrants the effectiveness of the design and quality of the equipment used to undertake the testing of the Client's Equipment Under Test (EUT) for a period of three months from the date of delivery of the report to the Client. If a third party from whom the Contractor acquired all or part of the equipment concerned offers a more limited warranty, the Contractor's warranty to the Client shall be adjusted accordingly. The Contractor is not bound to offer any other indemnity or warranty with respect to the services supplied.
- 5.2 Without prejudice to the provisions of Clause 12, the Contractor warrants to use its reasonable endeavours to perform the services conforming to the agreed quality, accuracy and traceability, however, without guaranteeing the achievement of any specific result envisaged by the Client.
- 5.3 All of Client's claims with respect to the Contract will lapse when three months from the date of execution of the Order has expired.

- 5.4 The Client warrants that the relevant EUT and, where the EUT is not delivered to the Contractor's premises, the surrounding working environment and access routes, are safe and accessible, and will be available to the Contractor as required for the purposes of performing its obligations. The Client further warrants that the EUT is safe and meets all applicable regulatory standards and requirements. The Contractor reserves the right to suspend or cancel performance if it believes that the Client has not complied with these warranties.

CLAUSE 6 Transport, Storage and Return Deliveries

- 6.1 EUT shall be delivered to and collected from the Contractor's offices by the Client, unless otherwise agreed.
- 6.2 The costs of loading, unloading, packaging and transportation of EUT mentioned in the Contract are not included in the price and shall be charged to the Client separately.
- 6.3 Loading, unloading and transportation of EUTs covered by the Contract shall take place at the Client's own risk and expense, even if the transportation of the EUT dispatched by the Contractor requires the transport documents to state that the sender bears the risk for all damages occurring during transportation.
- 6.4 The Contractor shall, if possible, keep EUTs supplied for tests, or the remains thereof, for two weeks following the date of the final invoice. Any costs incurred as a result are included in the price stated in the order. The Client shall supply the EUT under the Contract, including but not limited to equipment to be tested, in such state that the Contractor can, under the testing and other conditions indicated in writing to it, execute the Contract without causing damages to the EUT or people.
- 6.5 If the Client fails to arrange for the return of the EUT made available to the Contractor under the Order within two weeks of the date of the final invoice, the Contractor is at liberty to take appropriate action. Any costs incurred as a result shall be payable by the Client.
- 6.6 The Contractor is entitled to retain goods, documents and the like as securities for as long as the Client fails to meet its commitments.
- 6.7 For the avoidance of doubt, title to the Contractor's equipment used to test the Client's EUT shall in all circumstances remain with the Contractor.

CLAUSE 7 Confidentiality

- 7.1 The Contractor is, except in so far as determined differently by law, obliged to maintain the confidentiality of any knowledge acquired in the execution of the order, if it



knows or could reasonably assume that this is necessary.

- 7.2 If misunderstandings arise, or threaten to arise, because the Client informs third parties of the results of a study, the Contractor shall be relieved of its confidentiality commitments to the extent that can reasonably be considered necessary to explain the results to such third parties. The Contractor shall notify the Client accordingly.

CLAUSE 8 Subcontracting

- 8.1 The Contractor is authorised to employ third parties and guarantees their compliance with the confidentiality provisions of Clause 7
- 8.2 Third parties as referred to in Clause 8 par. 1 and the Contractor's employees are covered with the necessary changes by all provisions of these Terms and Conditions relating to the exclusion or limitation of the Contractor's liability and to indemnification by the Client from third party claims.

CLAUSE 9 Availability of Equipment

- 9.1 The Client shall be charged for the use of machines, equipment, research areas and other materials and/or facilities of or by third parties.
- 9.2 The Client shall be liable for any damage to materials and/or facilities during the period in which these are made available, or before they have been received in return.
- 9.3 The Contractor is not liable for damages to or by persons, machines, equipment, research areas and other materials and/or facilities made available by the Client to the Contractor or to a third party employed by the Contractor, and Client holds Contractor harmless from all claims in this respect.

CLAUSE 10 Power of Disposal and Copyright

- 10.1 Without prejudice to the provisions of the Copyright, Designs and Patents 1988 Act, and with the exception of the provisions of Clause 7 of these Terms and Conditions, the Client holds sole power of disposal over the reports, advisory reports etc supplied by the Contractor under the Contract.
- 10.2 The Client may only publish such reports verbatim and in full, quoting the name of the Contractor as author. Publication in any other form may take place only with the written permission of the Contractor.
- 10.3 The results of the Contract and the name of the Contractor may be used for commercial purposes only with the separate, written permission of the Contractor.

CLAUSE 11 House Rules/Safety Regulations

The Client and its personnel undertake to comply with the "house rules" and safety regulations which apply to the use of buildings or sites of the Contractor, when on such premises. The Client shall ensure that its personnel conduct themselves in accordance with these rules.

CLAUSE 12 Liability

- 12.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.
- 12.2 Subject to clauses 12.5 and 12.6, the Contractor's total liability shall not exceed a sum equal to the price paid by the Client for the Order in relation to which any claim relates.
- 12.3 Subject to clauses 12.5 and 12.6, the Contractor shall not be liable for any consequential, indirect or special losses
- 12.4 Subject to clauses 12.5 and 12.6, the Contractor shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill
- 12.5 The limitations of liability set out in clauses 12.2 to 12.4 shall not apply in respect of any indemnities given by the Client under the Contract.
- 12.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; any other losses which cannot be excluded or limited by applicable law; any losses caused by wilful misconduct.
- 12.7 The Contractor, and persons employed or subcontracted by the Contractor in the execution of the order, is respectively are not liable for damages suffered by the Client in the application or use of the results of the Contractor's work.
- 12.8 The Client shall indemnify and hold harmless the Contractor and all persons used or contracted by Contractor for the performance of the Contract against all claims by third parties in so far as these relate to the application or use of the results of the Contractor's work by Client or by any other party who has obtained these results directly or indirectly from the Client.



- 12.9 The Client is liable for damages suffered by the Contractor, and by persons employed or subcontracted by the Contractor in the execution of the order, during time spent on the Client's premises, or the premises of third parties in connection with the order. Other provisions do not apply and are not recognised by the Contractor.
- 12.10 The Contractor is not liable for damages suffered by the Client or its personnel when on the Contractor's premises.
- 12.11 The Contractor is not liable for damages resulting from defects in items supplied to the Contractor and sold to the Client.
- 12.12 The Client is liable for damages or extra work resulting from incorrect or incomplete information or data supplied to the Contractor. The Client indemnifies the Contractor in full in this respect.

CLAUSE 13 Force Majeure

- 13.1 Without prejudice to the other provisions of the Contract, the Contractor shall have no liability under or be deemed to be in breach of the terms and conditions for any delays or failures in performance of the terms and conditions which result from force majeure. In the event the Contractor is subject to a force majeure event it shall promptly notify the Client in writing when such event causes a delay or failure in performance and when it ceases to do so. If the force majeure event continues for a continuous period of more than 90 days, either party may terminate the Contract by written notice to the other party. All circumstances which obstruct the normal performance of the Contractor's work, such as war, fire and other destruction, operational stoppages of any kind whatsoever, strikes, illness of employees, government measures and the like are regarded as force majeure.
- 13.2 If third parties on which the Contractor is dependent for the execution of the order fail to meet their commitments to the Contractor or fail to do so on time due to circumstances which would have constituted force majeure for the Contractor under the provisions of Clause 1 of this Clause 13, such failure on the part of these third parties to meet commitments or to meet them in time shall also constitute force majeure for the Contractor with respect to the Client.
- 13.3 The Contractor shall nevertheless do everything in her power to avoid, remove or reduce such conditions leading to force majeure in order to continue normal operations if at all possible.

CLAUSE 14 Suspension and Termination

- 14.1 The Contractor may terminate the Contract immediately on written notice to the Client in the event of bankruptcy, a moratorium on payments, liquidation, or if the Client is placed under trust or receivership. The Contractor shall have the right to suspend or terminate the Contract immediately upon notice to the Client, if the Client commits a breach of any term of the Contract where such breach is not capable or remedy; or if the breach is capable of remedy if such breach is not remedied within 14 days of the Client receiving written notice to remedy such breach from the Contractor, at the Contractor's choice without any liability for damages on the Contractor's part and without prejudice to the Contractor's right to compensation for damages suffered as a result of such suspension or termination. In such cases, all amounts due from the Client to the Contractor become payable with immediate effect.
- 14.2 Termination of the Contract for whatever reason shall be without prejudice to the rights and remedies accrued to either party immediately prior to such termination.
- 14.3 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Contract shall prevent any future exercise of it or the exercise of any other right, power or remedy.

CLAUSE 15 Amendment of these Terms and Conditions

- 15.1 These Terms and Conditions, including the rates stated, are subject to amendment by the Contractor. Alterations shall take effect 30 days from the date on which they are announced, unless a later effective date is stated in the announcement.
- 15.2 Agreements which have not yet been executed shall be subject to the amended Terms and Conditions from the date on which these take effect.
- 15.3 If a Client does not wish to accept an amendment to the Terms and Conditions, it has the right to cancel the Contract within 30 days of the announcement of the amendment.

CLAUSE 16 Applicable Law and Jurisdiction

- 16.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be



governed by and construed in accordance with the law of England and Wales.

- 16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).

CLAUSE 17 Final Provisions

These Terms and Conditions are severable. If any provision hereof would be entirely or partly invalid or ineffective for whatever reason, the remaining part shall nevertheless remain in full force. The invalid part of these Terms and Conditions shall be deemed to be replaced by provisions which will as nearly as possible approximate the effect of the invalid part.