

Clear Quality Certification Body

Terms of Service

Part 1: The Contract

Clear Quality's contract is to ensure that the services provided to you includes these Terms of Service, the proposal, and an appendix attached to these that is relevant to your organisation.

The appendices are:

- Appendix A – Testing & Notified Body Service
- Appendix B – Training

1 Definitions

Within the terms of Service, there are words that have a particular meaning. These are:

1. Clear Quality – With whom you have signed the proposal.
2. Clear Quality Logos – this means any trademarks, design, or certification mark owned by Clear Quality. You may be authorised to use these under a limited license provided by Clear Quality.
3. The Certificate – the certificate of compliance given to you by Clear Quality.
4. The Contract – means the proposal and these terms of service.
5. The Proposal- means the signed document describing the Services and containing these terms of service, provided to you by Clear Quality.
6. Notified Body – means Clear Quality acting under its accreditation issued by a relevant governmental organisation pursuant to a directive of the European Union for inspection and examination of a product, its design and manufacture.
7. You / your – means the party who has signed the Proposal and who is buying the Services from Clear Quality.
8. The Services – means the services described in the proposal to be provided by Clear Quality to you according to the Contract.

Part 2: Code of Business Ethics, Anti-Bribery and Corruption Policy

Clear Quality strictly conducts their business in agreement to their policies. It is prohibited that Clear Quality employees, and other associates are to accept gifts or money as these can be portrayed as a bribe and these are construed as corrupt practices.

Policies and procedures are put in place to ensure the compliance will be enforced where appropriate and Clear Quality will maintain this.

Part 3: Your Duty to Provide Information

Your information is vital to Clear Quality for providing their services. You will provide this to Clear Quality as well as assessors, to complete assessment services. This means full and complete information relating to the services. Any regular updates of any changes to your information since first providing it to Clear Quality and other additional information that Clear Quality may require as relevant to the services.

The continuity of providing and updating information is vital and should last the duration of the Contract. This is so if Clear Quality receive a complaint that requires investigating, you will have to provide such information, in order to investigate this, Clear Quality may request this information.

All information given to Clear Quality should be true and not misleading and it is your responsibility to ensure that all information is correct so contact details are up to date. Clear Quality will expect that all details you provide are correct, although Clear Quality will not investigate to confirm the

accuracy of the information provided by you. Clear Quality does not accept liability for any losses, damages, or costs by you emerging out of or in relation to the services provided to you on the basis of information provided by you which is not true and complete in all respects, or which is misleading.

Part 4: Provisions relating to Assessments and Site Visits

This section is relevant for services that include site visits and assessments.

1 Qualification and Selection of Assessors

Clear Quality ensures that all assessments will be performed by trained assessors that exercise the skills and diligence as this may be expected of a reputable provider. Clear Quality, in their sole discretion, will select the best assessor to perform the assessments. Clear Quality may change the assessor at any given time which will be at no extra fees for you. You can request a change of assessor within a 30-day written notice, prior to an assessment. This may cause additional fees by Clear Quality for providing another assessor.

Clear Quality may reject your request for a new assessor if there are no alternative available.

2 Arrangement of Assessment Visits to your Sites

Visits to your sites will be arranged by Clear Quality, unless Clear Quality determines that an unannounced visit would be more beneficial. Although, Clear Quality will inform you in advance of the visits for the assessments.

If the frequency of visits is not fixed by the relevant standard or scheme, Clear Quality will arrange them at its reasonable discretion.

You will provide Clear Quality and their assessor access to all areas of the site, records, and any equipment the assessor seems reasonably necessary to allow the assessor to undertake the assessment. Either party can rearrange and change the date of a visit. To be able to do this you would need to:

- a) Greater than 14 days' notice no charge
- b) 8-13 days' notice 50% charge
- c) Less than 7 days' notice 100% charge
- d) If Clear Quality changes the date of the visit. Clear Quality have the rights to allow up to 72 hours prior to the confirmed date of visit and will contact you to revise a new date.

It may be necessary for Clear Quality to make additional visits if in certain circumstances, such as a non-compliance with the relevant standard. Therefore, you may be liable for any extra fees for additional visits needed.

3 Unannounced and Observed Visits

As some standards require unannounced visits, Clear Quality will comply with these. Access to the relevant sites will be given by you to the assessor, as well as, giving access to all information that may be required.

A third-party observer may accompany Clear Quality's assessor as a witness for the assessment. You will be informed the identity of the observer prior to the assessment. The fee for the visit will not be increased due to the observed visit. Third party assessors will only be present if the observer is subject to confidentiality obligations, on a similar level to those that Clear Quality supply.

4 Assessors' Health and Safety

You are responsible for ensuring that the risks and hazards information is given when an assessor attends your premises. An appropriate level of supervision and all required personal protective equipment (PPE) will be provided to the assessor upon arrival. If in any event, an

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incident or accident occurred within your organisation, which could pose a risk to an assessor, should be instantly notified to Clear Quality.

If the assessor has reasons to believe you are not complying with the health and safety rules and that their safety is at risk, a termination of the visit may occur. If so, Clear Quality will contact you as to why the visit was aborted and will not be in breach of the contract and you will be required to pay in full for the services. Clear Quality will not visit the premises again until the issues have been resolved.

5 Assessors' Entry Requirements

You must notify Clear Quality of the security requirements for visitors at your organization and the health and safety rules. Clear Quality will observe the health and safety rules and other security requirements that you previously notified to Clear Quality. Clear Quality may be prevented from providing the services if observation of the rules and other requirements is occurring. Therefore, Clear Quality will not be in breach of the contract, and you will be required to pay in full for the services. 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 Clear Quality to attend the premises of the third party for the purposes of the Contract.

6 Terms of Proposal

Within a year of the date of the Proposal and an initial assessment has not been conducted for any other reason than the fault of Clear Quality, it could lead to termination. Therefore, you will need to reapply for such services, which could be charged at a different rate than one quoted to you in the proposal.

Part 5: Certificates and Reports

This part is relevant to certificates and reports issued by Clear Quality.

1 Certificates

A certificate will be awarded to you if the training, testing, or certification process is successful, in Clear Quality's judgement. Clear Quality may refuse to issue a certificate or revoke an issued certificate if:

- You fail to pay any fees due to Clear Quality under the contract.
- You do not meet, or fail to continue to meet, the relevant standard or regulation.
- In the opinion of Clear Quality, you use the certificate in a way that may be misleading or that may bring Clear Quality into disrepute.
- You fail to disclose any information to Clear Quality that may affect the decision to issue or continue the certificate.
- You amend any specification of the product of which the test item was representative and to which a certificate relates.
- You fail to comply with the continuing obligation to supply information.

You will refrain from representing that the revoked certificate is valid if Clear Quality revokes an issued certificate. Clear Quality will always remain the owner of a certificate to be able to display your certificate at your premises for as long as the certificate remains valid, Clear Quality will issue you with a limited non-exclusive license to display the certificate. You cannot amend any content or the appearance of the certificate, logos, or certification mark. You may not sub-license or transfer the right to display the certificate to any other party.

If for any reason, any details need amending on the certificate, you must notify Clear Quality of the changes. These changes will not affect the validity of the certificate, however, there will be an administration fee for Clear Quality to amend the certificate. Clear Quality will then send out a revised version of the certificate.

2 Certification Reports

The certificate report will be cancelled on the termination of the contract due to expiry, suspension, or revocation of the certificate. Clear Quality will remain the owner of the certificate report and will issue you a non-exclusive limited license to use report to support the certificate for as long as the certificate is valid.

The certificate report must not be amended or issued in any other form than that by Clear Quality at the time of its creation if disclosed to a third party. If you do disclose the certificate report, you agree to indemnify and hold harmless Clear Quality and Clear Quality affiliates against all cost or losses suffered or incurred by Clear Quality or Clear Quality affiliates due to claims, suits, demands, proceedings, actions, losses, judgements, damages, costs including all reasonable legal fees, expenses, fines or penalties, or actions against Clear Quality or Clear Quality 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 the regulator or not.

Part 6: General Provisions for all Services

1 Use of Logos and Certification Marks

The certificate always remains the property of Clear Quality and shall be returned upon request. Certificated organisations may apply the Clear Quality logo, IRQAO logo, ASCB logo and Applicable standard logo provided only in respect of their areas assessed and registered, and to bring to the attention of customers, when reasonable and appropriate, any areas of business for which the accreditation services certification does not apply. The logos provided and any accompanying certification marks may be applied only with regard to the organisation named on the certificate. Associate companies of the certificated organisation may not display or make any reference to the organisations certification status. The logos and any accompanying certification marks may be applied only with regard to the organisation's address(es) named on the certificate. Use of the logo's is allowed only following payment to Clear Quality and for the duration of the period covered on the certificate issued.

Logos can be used for the following:

Business letter headed paper and compliment slips
Business adverts
Websites
Formal business emails (but not on bulk emails or unsolicited emails)
Advertising material and promotional merchandise

The following restrictions apply:

Use of any other logo in respect of ASCB, IRQAO or Clear Quality
You must not: stretch or distort the logo, change the colour of the logo, change the lettering or wording, make the logo bigger or more prominent than your logo
You must not: use the logo to suggest you or an organisation are part of ASCB, IRQAO or Clear Quality
Logos may not be used on a product or packaging in a manner that implies or could be interpreted as denoting product conformity

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The certificated organisation shall desist from use of certificates, logos and marks or from making reference to its certificated status if certification is suspended or withdrawn or expired

The certificated organisation shall amend use of certificates, logos and marks scope of certification has been reduced or amended

Use and display of marks is covered by laws of copyright. It is therefore misleading to apply a logo that is not authorised for use. As a general rule; if the certifying body did not provide a copy of the logo, one is prohibited from using it.

Organisations shall notify their Clear Quality of any difficulty experienced regarding the interpretation placed upon their certification by customers.

5 Limitation of Clear Quality's Liability

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 permitted by law. The loss of profit or any indirect or consequential loss arising under or in connection with the contract, Clear Quality will not be liable to you. The liability of Clear Quality to you in respect of all other losses arising under or in connection with the contract, 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.

6 Force Majeure

It is your obligation to pay all fees and expenses pursuant to section 2 of part 6 of this contract, neither Clear Quality nor you will be in breach of the contract if it is not possible. The affected party will be entitled to a reasonable extension of the time for performing such obligations. The party not affected may terminate the contract by giving 14 days written notice to the other party if the period of non-performance continues for eight weeks.

7 No Partnership or Agency

There is no intention within this contract to create a partnership between the parties and neither party have the authority to act in the name of or to bind the other in any way.

8 No Assignment

The contract is personal to the parties and neither party may assign, subcontract, charge, or transfer 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. Clear Quality may assign, subcontract, or transfer any or all of its rights and obligations under the contract to Clear Quality.

9 Termination

No less than 60 days' written notice to end a contract will be permitted and either party may terminate the contract at any time. Our contract will continue to run until it is terminated by either you or Clear Quality.

Clear Quality may terminate the contract for many reasons. These being:

- With immediate effect if, in the reasonable opinion of Clear Quality, you act in such a manner that may bring the reputation of Clear Quality into disrepute.
- 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 Clear Quality has notified you to make such payment.
- With immediate effect if you are unable to pay your debts as they fall due, or you suspend the payment of

your debts, or someone takes action to attach or take possession of any of your assets.

- If you breach any material obligation of the contract and such breach remains unremedied, if such breach is capable of remedy, after 30 days from the date of notification to you by Clear Quality of such breach, or immediately upon notice to you by Clear Quality if such breach is incapable of remedy.

10 Non-Disclosure of Confidential Information

Information of a confidential nature relating to your business that is disclosed to Clear Quality in connection with the services, but does not include information that:

- 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.
- Was known to Clear Quality before you disclosed it.
- For the purpose of exercising or performing its rights and obligations under the contract.
- Is or becomes generally available to the public, other than as a result of its disclosure by Clear Quality in breach of the contract.
- You have not treated as confidential or have agreed with Clear Quality is non confidential or may be disclosed.
- Information will be shared with ASCB and IRQAO for the purpose of registering the organisation against the relevant standard and this information will be in the public domain.

Clear Quality will not be required to notify you of such disclosure and will not be required to oppose any demand made by such entities.

11 Entire Agreement

Each party know that in entering this contract it has not relied on, and shall have no remedy in respect of, any statement, warranty or understanding that is not set out in the contract. Nothing in this clause shall limit or exclude any liability for fraud. The contract constitutes the entire agreement between you and Clear Quality and extinguishes all previous drafts, whether written or oral, relating to the subject matter.

Any inconsistencies between any of the provisions of the purchase proposals 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.

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. Please be aware the certification handbook also forms part of this contract.

12 Severance

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 and enforceable.

If any court or competent authority finds that any provision of this contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceable of the other provisions of this contract shall not be affected.

13 Notices

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