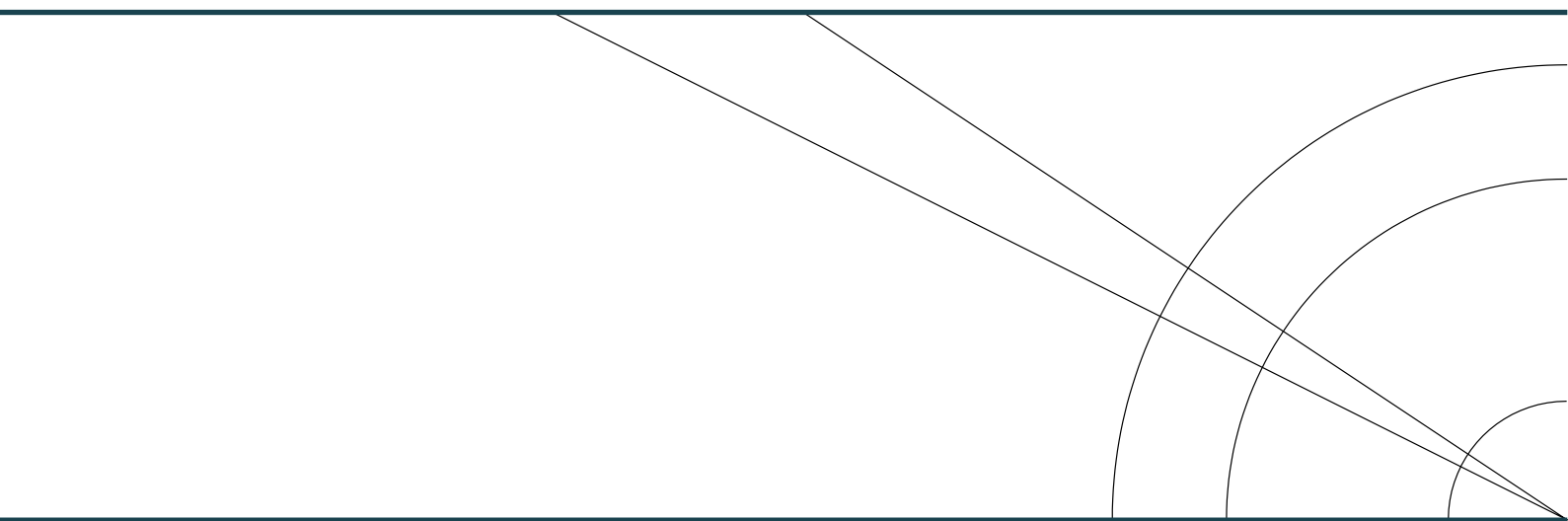


TERMS OF BUSINESS

as at 23. November 2022

**Terms of business for certification and inspection
related to DBI Certification-UK Ltd.**



1. Definitions

1.1 Agreement means the terms of agreement signed between DBI Certification-UK (hereafter DBIC-UK) and the Customer and shall include the Agreement Document agreed between the parties and these Terms of Business.

1.2 Agreement Document means the document described as an Agreement Document and signed by the Customer and DBIC-UK setting out the Services and any additional terms agreed between the parties.

1.3 Approved Body Number means the 4 digit number issued to DBIC-UK by the relevant UK Competent Authority for use with the UKCA Mark/UK Conformity Mark of Marine Equipment.

1.4 Charges shall mean any charges and any fees agreed between the parties in the Agreement Document or within any appendix thereto.

1.5 Certification means the issuance by DBIC-UK of a certificate which verifies compliance with the standards and conditions specified within that certificate.

1.6 Customer means the party ordering the Services from DBIC-UK and with whom DBIC-UK enters into an Agreement.

1.7 DBIC-UK means DBI Certification-UK Limited.

1.8 Inspection means an inspection of the Customer's premises, equipment or other items for the purposes of assessing suitability for Certification or its compliance with the terms of such Certification.

1.9 Services means the services to be provided by DBIC-UK in accordance with the Agreement and these Terms of Business.

1.10 UKCA Mark/UK Conformity Mark of Marine Equipment shall be the UK Conformity Assessed Mark

2. Contractual basis

2.1 These Terms of Business form part of and supplement the Agreement and shall apply to all and any Services provided by or on behalf of DBIC-UK whether such services are provided for reward or are gratuitous.

2.2 These Terms of Business shall apply to the exclusion of any terms of the Customer and, to the extent permitted by law, to the exclusion of any implied terms.

2.3 The Services to be provided by DBIC-UK shall be set out in the Agreement Document signed between DBIC-UK and the Customer.

2.4 No addition or variation to the Agreement or to these Terms of Business shall be valid unless it is in writing and signed by both Parties.

2.5 If and to the extent that the Customer wishes to vary or add to the Services to be provided, DBIC-UK shall be under no obligation to agree to such change or addition unless and until the Parties agree in writing and agree any additional charges in relation thereto.

2.6 DBIC-UK is entitled to provide the Services itself or to appoint others (including, without limitation, employees, subcontractors or other third parties) to perform the Services in whole or in part.

3. Terms of payment

3.1 The Customer shall pay the Charges in full and in cash or by such other method as the Parties agree in writing.

3.2 The Customer shall pay the Charges within 30 days after the date of the invoice raised by DBIC-UK or such other period as DBIC-UK shall notify the Customer in writing.

3.3 If the Customer disputes any of the Charges within an invoice, it shall notify DBIC-UK within 14 days following the date of the invoice. If the Customer raises such a dispute, the Customer shall pay any element of the invoice which is not disputed in accordance with the terms of this clause 3.

3.4 If the Customer fails to dispute an invoice or any part thereof within 14 days in accordance with clause 3.3, the Customer shall pay the invoice in full in accordance with the terms of this clause 3.

3.5 In the event that the Customer fails to pay the invoice in accordance with the provisions of this clause 3, the Customer shall be liable to pay interest on any sums outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

3.6 In the event that the Customer fails to pay any sums on time in accordance with this clause 3 or any other term agreed between the Parties in the Agreement, all and any sums which are or may become payable (including any sums which would be due but for the 30 day term of credit in clause 3.2 above), shall become immediately due and owing and DBIC-UK shall be entitled to immediate payment thereof.

3.7 If the Customer fails to pay any sum in accordance with the terms of this clause 3, DBIC-UK may, in its absolute discretion, refer the matter to a debt collection agency, solicitors or such other party as DBIC-UK may consider, in its absolute discretion, to be reasonable. DBIC-UK shall be entitled to recover not only the outstanding sums and interest but also any costs or charges incurred in the appointment of any such third parties employed to recover the outstanding debt.

4. Charges

4.1 DBIC-UK shall charge for the provision of the Services as agreed between the Parties in the Agreement Document or in any appendix thereto.

4.2 DBIC-UK shall be entitled, in its absolute discretion, to invoice the Customer in advance of providing the Services or any part thereof, during the course of providing the Services, on completion of the Services or any part thereof or on any other basis which DBIC-UK may consider appropriate.

4.3 Unless otherwise agreed in writing, where DBIC-UK provides a quote or estimate for its Charges or other fees, this is based upon the representations and information provided by the Customer upon which DBIC-UK will make a series of assumptions. Where DBIC-UK considers that the information provided or those representations are or become inaccurate or incomplete, DBIC-UK shall be entitled to: (a) raise additional Charges (calculated on the basis of DBIC-UK's standard rates) for the additional time which DBIC-UK incurs in providing the Services due to the inaccurate or incomplete representations

or information and (b) charge to the Customer any additional expenses incurred by DBIC-UK in providing the Services arising from such inaccurate or incomplete representations or information.

4.4 Any quote or estimate provided by DBIC-UK shall be exclusive of any VAT or other sales tax which will be payable by the Customer in addition to any Charges.

4.5 Costs and disbursements, including reasonable travel costs, accommodation, meals, publications, data etc. must be paid by the Customer in addition to the Charges.

4.6 Written offers are valid for one month after the date of the offer unless otherwise specified.

5. DBIC-UK's Obligations

5.1 DBIC-UK shall provide the Services using reasonable skill and care.

5.2 DBIC-UK shall endeavour to provide the Services in a timely manner and in accordance with any time frames agreed in writing with the Customer.

5.3 DBIC-UK shall employ sufficient resources to provide the Services in accordance with the Agreement.

5.4 DBIC-UK shall provide the Customer with notice of any circumstance of which DBIC-UK becomes aware which may, in DBIC-UK's reasonable opinion, hinder or otherwise affect the performance of the Services.

5.5 DBIC-UK may, in its absolute discretion, provide the Services itself or subcontract the provision of the Services. Insofar as DBIC-UK uses the services of subcontractors or other parties to provide the Services, DBIC-UK can appoint such subcontractors or other parties on whatever terms DBIC-UK considers appropriate.

5.6 DBIC-UK shall comply with any compulsorily applicable legislation during the provision of the Services.

6. Customer's obligations

6.1 The Customer shall ensure that it provides DBIC-UK with all information and documentation which DBIC-UK may need to provide the Services.

6.2 The Customer shall ensure that any representations made or information or documents provided to DBIC-UK are full and accurate and remain so throughout the provision of the Services.

6.3 The Customer shall ensure that DBIC-UK is provided with full, unfettered and proper access to any premises, equipment or other item which DBIC-UK may need in order to provide the Services or undertake any Inspection.

6.4 The Customer shall pay DBIC-UK's invoices in full and in accordance with the payment terms in these Terms of Business, without any deferment or deduction on account of any claim, counter-claim or set-off whatsoever.

6.5 The Customer shall save harmless and keep DBIC-UK indemnified from and against:-

- (a) all liability, loss, damage, costs and expenses whatsoever arising out of DBIC-UK acting in accordance with the Customer's instructions or arising from any breach by the Customer of any of its obligations within the Agreement or from the negligence of the Customer; and
- (a) Without prejudice to the generality of sub-clause (a), any liability assumed or incurred by DBIC-UK when by reason of carrying out the Customer's instructions DBIC-UK has become liable or may become liable to any other party; and
- (b) all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of DBIC-UK under the terms of the Agreement or these Terms of Business whether or not such claims, costs and demands arise from or in connection with the negligence or breach of duty of DBIC-UK, its Servants, Sub-Contractors or Agents.

7. Certificates etc.

7.1 DBIC-UK shall issue any certificates only if DBIC-UK, in its absolute discretion, considers it appropriate to issue such certificate. DBIC-UK's decision whether or not to issue a certificate shall be final.

7.2 DBIC-UK may, at any time and in its absolute discretion, withdraw, cancel or modify any certificate. By way of example only (and not by way of any limitation or restriction, DBIC-UK may withdraw, cancel or modify a certificate if:

- (a) the Customer fails to fulfil the requirements specified in the certificate or any requirements specified within the Agreement;
- (b) the certificate is misused or misrepresented by the Customer or the Customer uses the certificate for any improper, illegal, immoral or fraudulent purpose;
- (c) the Customer becomes insolvent (whether de jure or de facto), has an administrator or receiver appointed in relation to its assets or any part thereof or has a change of control
- (d) the Customer provides incomplete or incorrect information or documentation to DBIC-UK or otherwise breaches the terms of the Agreement;
- (e) the Customer fails to perform its requirements under the terms of the Agreement including (but not limited to) the payment terms of these Terms of Business;
- (f) the Customer fails to advise DBIC-UK of any changes or other matters of material importance to the issuance of a certificate;
- (g) the Customer seeks to use the certificate for any purpose for which it is not intended.

7.3 If DBIC-UK withdraws or cancels a certificate, the Customer must immediately stop marketing itself as being certified by DBIC-UK and must otherwise follow any guidelines issued by DBIC-UK and specified on the notice of withdrawal or cancellation.

7.4 If DBIC-UK withdraws, cancels or modifies any certificate, the Customer must immediately send written notice to any parties so affected by such withdrawal, cancellation or modification and will indemnify and hold DBIC-UK harmless from and against any claims, indemnities, damages or other losses of whatever nature arising from or in relation to any failure to provide such notice.

8. Shut down of DBIC-UK

8.1 If DBIC-UK ceases its activities, loses its accreditation and/or loses its status as an Approved Body for UKCA Marking (or the relevant equivalent thereof) for whatever reason, DBIC-UK shall inform the Customer as soon as reasonably practicable.

8.2 DBIC-UK shall have no liability whatsoever or howsoever arising from or in relation to DBIC-UK ceasing its activities or losing its accreditation or its status as an Approved Body for UKCA Marking/UK Conformity Mark of Marine Equipment for whatever reason. The Customer acknowledges that if DBIC-UK ceases its activities or loses its accreditation or its status as an Approved Body for UKCA Marking/UK Conformity Mark of Marine Equipment, DBIC-UK may be unable to issue or maintain the Customer's certification and the Customer may need to seek alternative certification.

9. Liability

9.1 DBIC-UK shall only be liable to the Customer if and to the extent that the Customer can prove that it has suffered loss or damage from the negligence of DBIC-UK or from DBIC-UK's breach of the terms of the Agreement. Save to the extent that the Customer can prove its loss or damage as aforesaid, DBIC-UK shall be under no liability whatsoever to the Customer arising from or in relation to the Agreement or to the Services arising therefrom.

9.2 If and to the extent that the Customer claims that it has suffered loss or damage by reason of the negligence or breach of contract by DBIC-UK, the Customer shall notify DBIC-UK in writing of such loss or damage and the Customer's intention to bring a claim.

9.3 The Customer shall provide the written notice in clause 9.2 to DBIC-UK within 14 days of the event which DBIC-UK claims to have given rise to such loss or damage. In the event that the Customer can show that it was not possible to provide such notice within 14 days, the Customer shall provide such notice as soon as reasonably practicable upon becoming aware of such loss or damage.

9.4 If the Customer fails to provide DBIC-UK with written notice in accordance with clauses 9.2 and 9.3 above, any claim shall be absolutely waived and barred.

9.5 DBIC-UK shall be discharged of all liability and any claim of the Customer whatsoever and howsoever arising shall be absolutely barred unless proceedings are issued and notice provided thereof to DBIC-UK within 2 years of the event or occurrence alleged to have given rise to the loss or damage which forms the subject of the claim.

9.6 If and to the extent that DBIC-UK shall be liable for any loss or damage, DBIC-UK's liability shall not, under any circumstances whatsoever, exceed a sum equivalent to three times the Charges raised in relation to the Services giving rise to the loss or damage.

9.7 If the Customer wishes to increase the limit of liability within clause 9.5, the Customer can ask DBIC-UK for an increase and DBIC-UK will consider such an increase (together with any corresponding increase in the Charges) with the Customer prior to the conclusion of any Agreement.

9.8 Nothing in the Agreement or these Terms of Business shall be construed as limiting or excluding either Party's liability for:

- (a) Death or personal injury;
- (b) Fraud; or
- (c) Any other matter in relation to which it is unlawful to limit or exclude liability.

9.9 DBIC-UK shall not, under any circumstances whatsoever, be liable for any indirect or consequential loss including, but not limited to business interruption, loss of profits (whether direct or indirect), loss of data, loss of goodwill, loss of market share or other indirect or consequential losses.

9.10 If any Service or Certification by DBIC-UK or any representation or statement within such Service or Certification is used by the Customer or by any other party for a purpose which is outside the scope expressed within the Agreement, DBIC-UK shall be under no liability whatsoever or howsoever arising from or in relation to such use.

9.11 The Customer undertakes that no claim shall be made against any director, servant, or employee of DBIC-UK which imposes or attempts to impose upon them any liability in connection with the Services or the Agreement and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

9.12 If any third party makes a claim against DBIC-UK arising from or in relation to the Services or the Agreement and seeks to hold DBIC-UK liable for any sums which are in excess of the limits within these Terms of Business, the Customer shall indemnify DBIC-UK

and hold DBIC-UK harmless from and against all and any such liability incurred in excess of DBIC-UK's liability herein. The Customer shall also indemnify DBIC-UK in full for any costs incurred in defending such claims.

9.13 DBIC-UK shall be under no liability whatsoever for any delay in the provision of the Services or for any delay in issuing any Certification.

9.14 If DBIC-UK has received any samples, equipment, goods or any materials which the Parties have agreed will be returned to the Customer upon completion of the Services, DBIC-UK shall exercise reasonable skill and care in its custody of the samples, equipment, goods or materials. If the Customer can prove that, in breach of its obligations herein, DBIC-UK causes loss or damage to such samples, equipment, goods or materials, DBIC-UK's liability for such loss or damage shall under no circumstances exceed the value of the item so lost. If DBIC-UK can show either that (a) it exercised reasonable skill and care in its custody of the samples, equipment, goods or materials or (b) that any loss or damage to the samples, equipment, goods or materials was caused other than due to the failure by DBIC-UK to exercise reasonable skill and care in its custody of the samples, equipment, goods or materials, then DBIC-UK shall be under no liability whatsoever for any loss or damage arising thereto.

9.15 DBIC-UK reserves the right to charge storage and transport charges reasonably incurred in relation to any such samples, equipment, goods or materials.

9.16 The Customer should take out its own insurance in relation to such samples, equipment, goods or materials and shall notify such insurers of the limits within the Agreement and these Terms of Business.

9.17 If the Parties do not specify in the Agreement that any samples, equipment, goods or materials are to be returned to the Customer upon completion of the Services, then DBIC-UK shall be entitled to destroy such samples, equipment, goods or materials immediately upon completion of the Services and without any liability to the Customer or to any other party and the Customer shall indemnify and hold DBIC-UK harmless from and against any liability arising therefrom.

10. Duty of confidentiality

10.1 Each party undertakes that it shall not at any time and for a period of two years after termination or other expiry of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 10.2.

10.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or performing the Services or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause;
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
- (c) if and to the extent the parties agree in writing to such disclosure

10.3 No party shall use any other party's confidential information for any purpose other than to perform the Services or to exercise its rights and perform its obligations under or in connection with the Agreement.

10.4 When DBIC-UK undertakes an assignment which includes assessment of a service performed or product supplied by a third party, the Customer hereby authorises DBIC-UK to contact such third parties and any other relevant parties to obtain information for the purpose of performing the Services.

11. Rights

11.1 The certificates issued and any inspection reports with attaching documents or other documents which are produced or issued by DBIC-UK in performance of the Services shall remain the property of DBIC-UK until such time as the Customer has paid the Charges in full. Upon payment of such Charges, such materials shall become the property of the Customer but the Customer shall at all times remain subject to any obligations, restrictions and liabilities arising under the Agreement and under these Terms of Business in relation to such materials and the use thereof.

12. Termination of the contract

12.1 DBIC-UK shall be entitled to terminate or suspend the Agreement or any Services thereunder if:

- (a) The Customer becomes insolvent (de facto or de jure), has a receiver or administrator appointed in relation to it or its assets;
- (b) The Customer fails to pay any of its debts arising under the Agreement or under any other Agreement with DBIC-UK or any of its affiliated or associated companies;
- (c) The Services are prevented, hindered or otherwise substantially affected by an event which is outside the reasonable control of the parties and the consequences of which they could not reasonably avoid. Such events shall include, but not be limited to storm, flood, fire, pandemic, industrial action, riot, war, civil unrest or lock-out.

12.2 In the event that the Agreement or any Services are terminated or cancelled, DBIC-UK shall be entitled to claim from the Customer remuneration for any work already performed or substantially performed at the time of the termination or cancellation and any expenses incurred by DBIC-UK in the performance or anticipated performance of the Services.

12.3 Without prejudice to clause 12.2, the Customer must reimburse any costs or expenses which DBIC-UK has paid or agreed to pay to any third party to whom DBIC-UK has subcontracted or is to subcontract the Services or any part thereof or from whom DBIC-UK has purchased or ordered any materials or goods pursuant to the Services.

13. Data policy

13.1 DBIC-UK respects its customers' expectations as to personal data protection and confidentiality. DBIC-UK thus collects and processes personal data in compliance with the legislation in force, including, but not limited to the Data Protection Act 2018 (DPA2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

13.2 DBIC-UK may also use third parties notwithstanding their location as suppliers of storage and processing of personal data received from the Customers, their representatives or other sources. Where DBIC-UK uses such third parties, DBIC-UK shall use its reasonable endeavours to ensure that the third party is obliged to collect, process and store such personal data in accordance with the obligations in clause 13.1.

13.3 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to DBIC-UK for the duration and purposes of the Agreement.

13.4 Electronic messages are vulnerable. Each party is responsible for protecting its own systems and interests.

14. Conditions for the use of DBIC-UK Approved Body Number 8504

14.1 The conditions in this clause 14 apply when, following Certification of products by DBIC-UK, DBIC-UK agrees to the Customer placing the UKCA Mark/UK Conformity Mark of Marine Equipment and Approved Body Number on the products so certified.

14.2 The Customer shall ensure that where, as a consequence of Certification by DBIC-UK, the Customer is authorised to place the UKCA Mark/UK Conformity Mark of Marine Equipment on any products, those products will be clearly marked with the UKCA Mark/UK Conformity Mark of Marine Equipment and DBIC-UK's Approved Body Number. The Customer is responsible for ensuring that it (and where appropriate, its manufacturers or other suppliers) complies with any requirements for the use, display and application of the UKCA Mark/UK Conformity Mark of Marine Equipment and the Approved Body Number including, but not limited to, those prescribed in

- The Construction Products (Amendment etc. (EU Exit) Regulation 2019).
- The Gas Appliances (Enforcement) and Miscellaneous Amendments Regulation 2018.
- The Merchant Shipping (Marine Equipment) Regulations 2016 – UK Statutory Instruments – 2016 No.1025

14.3 DBIC-UK shall have no liability arising from or in relation to the Customer's use of the UKCA Mark/UK Conformity Mark of Marine Equipment and DBIC-UK's Approved Body Number and the Customer shall indemnify and hold DBIC-UK harmless from and against all

and any claims, indemnities, damages or other losses of whatever nature arising from or in relation to the Customer's application and use of the UKCA Mark/UK Conformity Mark of Marine Equipment and DBIC-UK's name or Approved Body Number.

14.4 The Customer warrants that it shall not use DBIC-UK's Approved Body Number, name or other identifying marks or description for any purpose which may:

- (a) be considered to be misleading, deceptive, unlawful or otherwise improper;
- (b) cause harm to the business or financial interests or reputation of DBIC-UK;

14.5 By issuing any Certification in relation to any product, DBIC-UK is providing no warranty, undertaking, guarantee or other representation of whatever nature in relation to the quality or safety of the manufacture or installation of the product or the suitability of any manufacturer or supplier used by the Customer to supply the product.

14.6 The Customer shall be solely responsible for the manufacture, installation, quality and safety of any products which it sells, supplies or installs and if, any party makes a claim against DBIC-UK arising from or in relation to such products, the Customer shall fully indemnify and hold DBIC-UK harmless from and against any such claims and any costs incurred by DBIC-UK in meeting and defending any such claims.

14.7 Where the Customer applies the UKCA Mark/UK Conformity Mark of Marine Equipment and DBIC-UK's Approved Body Number to any product, the Customer shall ensure that it is clearly visible and securely placed on the product and any attached label or other related documentation so that it cannot be readily or easily deleted and complies with any applicable legislation or regulation.

14.8 In the event that Certification of any product is withdrawn or cancelled for any reason, the Customer shall:

- (a) Cease to apply or use the UKCA Mark/UK Conformity Mark of Marine Equipment, DBIC-UK's Approved Body Number or any other reference to DBIC-UK on or in relation to the Product;

- (b) Cease to sell, use or supply any product which has applied to it the UKCA Mark/UK Conformity Mark of Marine Equipment, DBIC-UK's Approved Body Number or any other reference to DBIC-UK;

- (c) Remove the UKCA Mark/UK Conformity Mark of Marine Equipment, DBIC-UK's Approved Body Number or any other reference to DBIC-UK from any product which is or comes into the Customer's possession.

14.9 If DBIC-UK becomes aware that the Customer or any manufacturer or other supplier used by the Customer breaches the terms of this clause 14 and uses the Approved Body Number or other reference to DBIC-UK in circumstances which are prohibited by the terms hereof, DBIC-UK reserves its rights to seek full redress available to it at law including (without limitation) damages for any losses whatsoever and injunctive relief.

15. Disputes

15.1 The Agreement and these Terms of Business and any disputes arising from or in relation thereto or the Services provided, including any disputes as to the formation or validity of the Agreement or any of its terms shall be subject to the law of England and Wales.

15.2 Any disputes arising from or in relation to the Agreement, these Terms of Business or the Services provided shall be subject to the exclusive jurisdiction of the Courts of England and Wales.