

Client agrees to acquire the accredited conformity assessment services ("Services") described in each Proposal signed by the parties, which incorporate these terms by reference ("Proposal") in accordance with the provisions of this agreement ("Agreement"). In the event of a conflict between the Proposal and this Agreement, the Proposal shall govern with respect to its subject matter.

1. Definitions

The following terms, whether in the singular or plural thereof, shall have the meanings ascribed to them below.

"Accredited" means that the Services are provided in accordance with processes defined by an accreditation body.

"Auditor" means SAI Global's employees, agents and contractors who perform the Services.

"Conformity Assessment Services" means the Services rendered by SAI Global or its agents and contractors to assess a Management System/ product/process/service and determine if the Management System/ product/process/service complies with an applicable accredited Standard, and if compliant, issuance of the Registration Certificate.

"Management system" means a set of interrelated or interacting elements of an organization to establish policies and objectives and processes to achieve those objectives (ISO 9000:2015, 3.5.3)

"Process" means a set of interrelated or interacting activities that use inputs to deliver an intended result (ISO 9000:2015, 3.4.1)

"Proposal" means the document that describes the scope of work proposed by SAI Global including the specific commercial terms.

"Registration" or "Registered" means a confirmation that in the opinion of SAI Global a Management System/ product/process/service complies with requirements of an accredited Standard to which a Certificate of Registration has been issued by SAI Global.

"Registration Certificate" - means the Certificate of Registration issued under an accredited Standard.

"Registration Mark or Logo" means a symbol, word(s) or other sign that signifies that a Management System/ product/process/service has been found to be in conformance with an accredited Standard.

"Registration Procedures" means the procedures developed by SAI Global to complete an accredited conformity assessment.

"SAI Global" means the SAI Global contracting party identified in the Proposal and the following entities that may perform the Services including QMI-SAI Canada Limited, SAI Global Inc. and SAI Global Mexico S. de R.L. de C.V., or any other affiliate of each of them.

Service: output of an organization with at least one activity necessarily performed between the organization and the customer. ISO 9000:2015 3.7.7

"Significant change" means any material change that affects the activities and operation of a Management System/ product/process/service such as a change in ownership, management, organization, policy, technology, personnel, product and services, facilities, equipment, procedures, change of address of any relevant sites or other premises, subcontracting or outsourcing of processes.

"Site" means the location of Client's Management System/ product/process/service.

"Standard(s)" means a document published by a third party setting forth a particular set of criteria applicable to a Management System/product/process/service for which the Services have been requested by the Client.

"Standards Body" means a party that issues Standards.

2. Fees

- 2.1. The Client agrees to pay the fees set out in the Proposal regardless of whether Client's Management System/ product/process/service is registered by SAI Global. SAI Global shall be under no obligation to refund fees paid by the Client in the event of suspension or termination of Registration by SAI Global or the Client. Fees outlined in the proposal will increase 3% per year for multiple year agreements.
- 2.2. A Postponement fee will be assessed and which Client agrees to pay unless SAI Global receives at least 30 days advance notice of the postponement or cancellation of a confirmed date for commencement of Services. Changes to scheduled and confirmed dates with less than thirty (30) days but greater than fifteen (15) days' notice will be subject to a postponement fee of 50% of the fee. Changes to scheduled and confirmed dates with less than fifteen (15) days' notice will be subject to a postponement fee of 100% of the fee. In addition, confirmed and non-refundable travel related expenses and change fees will be applied.
- 2.3. Travel related expenses will be charged at cost plus a 10% administration fee or as described in the Proposal. The Client may choose to handle all travel arrangements and travel related costs at their expense.
- 2.4. Use of personal vehicles will be charged at the government published mileage rate.

3. Conformity Assessment Services

- 3.1. SAI Global agrees to provide the Services identified in the Proposal or otherwise agreed by the Client and SAI Global, subject to the provisions of this Agreement.
- 3.2. This Agreement shall commence on the commencement date stipulated in the Proposal or Statement of Work and shall continue for a minimum period of 36 months.
- 3.3. Thereafter this Agreement shall be automatically renewed each year on the anniversary date of commencement, unless terminated by either party giving to the other party not less than ninety (90) days written notice.
- 3.4. The Client agrees to provide SAI Global's employees, agents, contractors and partners with all information, co-operation and assistance required to perform the Services including reasonable access to the premises, facilities, documents and records of the Client and the Client's contractors and agents. Such access shall, upon request by SAI Global, include representatives of accreditation bodies, other organizations that provide oversight of the accredited Standard or regulators to witness SAI Global's performing Services at Client's site or to investigate, validate or resolve an external complaint. These audits can be on short-notice or unannounced (ISO17021:2015 9.6.4.2). SAI Global may also need access to the Client's suppliers if required by the Standard. SAI Global representatives shall not be obligated to sign any agreement as a condition of site entry and if signed the Client agrees that such agreement shall be void and of no force and effect.
- 3.5. The Client agrees to comply with the applicable SAI Global Registration Procedures provided to Client and the requirements of the Standard.
- 3.6. Except as required by the applicable Standard, SAI Global will perform on-site Services during the Client's normal business hours and in a manner so as not to interfere with the performance of any work by the Client.
- 3.7. The Client accepts responsibility for the safety of Auditors at Client's Site and Client shall provide to the Auditors all necessary safety or protective clothing and/or equipment and advise SAI Global, its employees, agents and contractors appropriately of any safety hazard or special training requirements. If specialized training is necessary for SAI Global staff to enter the site, all costs associated with such training are not included in the proposal unless specifically noted and will be billed to the Client separately.

4. Registration

- 4.1. The Client acknowledges that SAI Global will only issue a Registration Certificate where the Client's Management System/ product/process/service has successfully fulfilled the Registration Procedures and met the applicable Accredited Standard, in the sole opinion of SAI Global. SAI Global and its Auditors assume no liability with respect to the Management System/ product/process/service, its operation, safety, Registration or otherwise. Client will defend, indemnify and hold SAI Global, its Auditors and the applicable Standards Body harmless from and against all costs, damages, expenses and liability associated with any legal action or regulatory proceedings brought against or otherwise involving SAI Global, its Auditors or a Standards Body, or subpoenas brought by a third party compelling SAI Global, its Auditor or a Standards Body to testify.
- 4.2. In granting the Registration, SAI Global approves the use of the relevant Registration Mark solely in connection with a Management System/ product/process/service that is Registered

5. After Registration

- 5.1. After and during the period of Registration, the Client acknowledges full responsibility to operate and maintain the Management System/ product/process/service at the site (or sites) in conformance with the requirements of the Registration Procedures under which Registration was granted. The Registration shall continue throughout the period identified by the Registration Certificate expiry date or as terminated in accordance with the requirements of this Agreement.
- 5.2. The Client must promptly inform SAI Global in writing of any Significant Change. These changes can include: legal, commercial, organizational status or ownership, organization and management (e.g. key managerial, decision-making or technical staff, modification to the product or production method, contact address and production sites, major changes to the quality management system)
- 5.3. The Client must promptly implement appropriate changes communicated in writing by SAI Global, such as changes to the standard or changes introduced in the certification scheme by scheme owners or accreditation bodies; changes in SAI Global certification process, changes in terms and conditions or fees schedule
- 5.4. After Registration, any request to modify the scope of Registration as it appears on the Registration Certificate may require SAI Global to conduct an on-site accredited conformity assessment to validate the request. Such accredited conformity assessments may occur in conjunction with scheduled activities or as a separate activity with fees to be determined at the time of the request. Any request for change shall not result in a change to the expiry date of the Registration Certificate.
- 5.5. After Registration, SAI Global may require the performance of a short notice accredited conformity assessment to evaluate the impact of Significant Changes of which it becomes aware or as a result or the receipt of an external complaint by a third party or as required by the Standard's Body. Fees for such Services will be determined at the time of notification.
- 5.6. During and after Registration, the Client shall maintain a written record of all complaints relating to compliance with certification requirements and make these records available to SAI Global upon request
 - 5.6.1. Take appropriate action with respect to such complaints and thereafter any deficiencies found in products/Management systems/processes that affect compliance with the requirements for certification.
 - 5.6.2. Document the actions taken pursuant to Section 5.4 which will be available upon request to SAI Global.

6. Advertisement of Registration

- 6.1. Subject to these terms and conditions, the Client may publicize that Registration has been granted and use the Registration Certificate as evidence of Registration including displaying the certificate at the Site listed on the Registration Certificate. The Client may copy the Registration Certificate (and any other certification documents received from SAI Global), provided that each copy is clearly identified as a copy and reproduced in its entirety or as specified by the certification scheme. Client may not alter, modify, deface or destroy the Registration Certificate. The original and any permitted copies of the Registration Certificate remain the property of SAI Global and must be returned immediately upon request by SAI Global.
- 6.2. Client may refer to SAI Global's Registration of Client in accordance with SAI Global's advertising guidelines which may be amended or supplemented by SAI Global from time to time.
- 6.3. SAI Global shall have the right to maintain in its public listings such information about the Client and the Registered Management System/product/process/service consistent with SAI Global Registration Procedures.
- 6.4. The Client may not engage in any conduct which might mislead, deceive or confuse any person in relation to or otherwise misrepresent the nature, status, scope or effect of its Registration by SAI Global. The Client must promptly comply with any directions given by SAI Global to correct any misconduct or misrepresentation.

7. Suspension, Cancellation or Expiration of Registration

- 7.1. SAI Global, in its sole discretion, may suspend or cancel a Registration if SAI Global gives notice to the Client that it considers a Registration is no longer appropriate, the Client is in breach of this Agreement or a Significant Change occurs without the Client notifying SAI Global for its review.
- 7.2. SAI Global will notify the Client of the suspension or cancellation, provide the Client with information outlining the steps that must be taken by the Client to enable the suspension to be removed or cancellation avoided.
- 7.3. Client failure to resolve the issues that have resulted in the suspension in a time established by SAI Global shall result in withdrawal or reduction of the scope of Registration. Any such reduction shall be in accordance with the requirements of the applicable Standard. Upon satisfactory resolution of the conditions that caused the suspension, SAI Global will notify the Client when the suspension has been removed. In the event the conditions for suspension cannot be resolved, SAI Global may take further action up to and including withdrawal of certification/registration.

8. Termination of this Agreement

- 8.1. Either party may terminate this Agreement for convenience (subject to the payment of all outstanding fees), at any time upon ninety (90) days written notice to the other party.
- 8.2. Either party may terminate this Agreement upon written notice if the other party breaches any material provisions of this Agreement which remains uncured for 15 days or if a party becomes insolvent or bankrupt.
- 8.3. Upon termination of this Agreement for any reason or the cancellation of a Registration Certificate, the Client must stop all claims and statements that their Management System/ product/process/service is Registered by SAI Global and do the following:
 - 8.3.1. Cease using any Registration Mark or Logo in connection with the Registration (if any);
 - 8.3.2. Withdraw from public display and, as required by SAI Global, return the original and all copies of the Registration Certificate;

- 8.3.3. Cease all advertising, promotion and other publication of the fact of Registration
- 8.3.4. Take steps to remove signage, posting and other indications on the Client's premises, property, plant and uniforms which infer, directly or indirectly, a Registered Management System/ product/process.
- 8.3.5. Take all other necessary steps to ensure third parties are not misled to believe that the Registration has not expired or been cancelled.

9. Appeals

SAI Global has documented systems for the handling of appeals, complaints and disputes which are available upon request.

10. Sector Specific Terms and Condition

Any supplemental sector specific terms and conditions are attached separately as Sector Specific Scheme requirements. If a Client is unsure whether these terms are applicable they must advise SAI Global prior to accepting Registration.

11. Confidential Information

- 11.1. "Confidential Information" means any non-public information including (i) technical information including but not limited to inventions, know-how, trade secrets, methods, techniques, processes, designs, drawings, diagrams, software, computer code, the structure, sequence and organization of software, formulae and analysis, and (ii) business information including but not limited to price lists, Client lists, cost analyses, reports, surveys and market information and data whether communicated in tangible or intangible form.
- 11.2. Confidential Information shall be kept in confidence by the receiving party using the same degree of care as such party uses to prevent unauthorized disclosure of its own Confidential Information but in no event less than a reasonable degree of care and the receiving party shall not disclose such Confidential Information to third parties nor use it except to carry out the purposes of this Agreement. This obligation of confidentiality shall not apply to information which (a) is or becomes in the public domain through no breach by the receiving party; (b) is previously known or independently developed by the receiving party; (c) is learned by the receiving party from a third party entitled to disclose it; or (d) is required to be disclosed by operation of law or as required by a Standards Body under whose auspices SAI Global performs Registration Services provided that the receiving party shall use reasonable efforts to notify the disclosing party prior to disclosure.
- 11.3. When required by a Standard as part of the Registration Procedures the Client shall authorize SAI Global to share a copy of the final audit report and supporting documentation as required by the Standard.

12. License of Marks

- 12.1. Subject to the terms of this Agreement SAI Global grants to Client a non-exclusive, non-transferable, revocable license during the term to use the certification trademark indicating passage of SAI Global's applicable certification program (the "SAI Global Mark") to be provided to Client subsequent to the successful completion of an audit for the sole purpose of marketing and promoting Client's successful completion of the audit. Such use of the SAI Global Mark shall be in a manner consistent with this Agreement.
- 12.2. At least fifteen (15) days in advance of the first use of the SAI Global Mark in connection with a particular marketing or promotional campaign or strategy, Client will provide SAI Global with a sample of such use requesting SAI Global's prior written approval of such use. SAI Global will use commercially reasonable efforts to notify Client of its approval or disapproval of such use within ten (10) days of receipt of the request for approval. Client will promptly cease and desist from any such use not approved in writing by SAI Global. Client will use the SAI Global Mark in conformance with any trademark usage policies provided by SAI Global from time to time including affixing the symbol "™" or "®" to all SAI Global Marks as directed by SAI Global. Client will not take any action inconsistent with SAI Global's ownership of the SAI Global Marks and any benefits accruing from Client's use of the SAI Global Marks will automatically vest in SAI Global except as otherwise provided in this Agreement.
- 12.3. Client will not form any combination marks with the SAI Global Mark without the prior written approval of SAI Global. If SAI Global determines, in good faith, that Client's use of the SAI Global Mark tarnishes, blurs or dilutes the quality associated with the SAI Global Marks or associated goodwill, SAI Global shall notify Client in writing of the same specifying the offending use and offering an alternative use that will allow Client to continue to use the SAI Global Mark without tarnishing, blurring or diluting the quality associated with the SAI Global Mark or associated goodwill. If Client does not cease the offending use promptly, but in any event within five (5) days after receipt of such notice from SAI Global, SAI Global may revoke Client's license to use the SAI Global Marks. Except for the limited rights expressly granted herein by SAI Global to Client nothing in this Agreement shall serve to transfer to Client any intellectual property rights in or to the SAI Global Services, other SAI Global Marks or other intellectual property owned, licensed or claimed by SAI Global. Client acknowledges and agrees that to the best of its knowledge SAI Global has sole right, title and interest in and to the SAI Global Marks, all goodwill and SAI Global intellectual property. Client will promptly inform SAI Global of any known or reasonably suspected infringement or misappropriation of SAI Global's trademarks, copyrights or other intellectual property rights.

13. Limited Warranties and Disclaimers

- 13.1. SAI Global warrants that it has been granted the right and authority to provide the Services by the applicable Standards Body.
- 13.2. SAI Global warrants that the Services will be provided in a good and workmanlike manner.
- 13.3. SAI GLOBAL'S WARRANTIES ARE THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION, SAI GLOBAL MAKES NO OTHER WARRANTY OR REPRESENTATION AS TO ANY SERVICE. SAI GLOBAL SPECIFICALLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. Limitation of Liability

- 14.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF, OR FAILURE TO PERFORM, ANY OBLIGATIONS HEREUNDER WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE BUT EXCLUDING INDEMNIFICATION.
- 14.2. SAI GLOBAL'S CUMULATIVE LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE THE ANNUAL FEES PAID BY CLIENT TO SAI GLOBAL UNDER THE ORDER FORM GIVING RISE TO THE CLAIM WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE.

15. Anti-Bribery and Corruption

- 15.1.** Conflict of Interest. Except as permitted in their respective policies, neither party nor their employees, consultants or agents shall: (i) give to or accept from any director, employee or agent of either party or their affiliates in connection with the Services contemplated hereunder any gift, entertainment or other benefit of significant cost or value or any commission, fee or rebate; or (ii) enter into any business arrangement with any director, employee or agent of either party or its affiliates intended to directly or indirectly influence the decision to enter into this Agreement without giving prior written notice to the other party.
- 15.2.** Improper Influence. Neither party nor its employees, consultants or agents may offer or make any payment or offer or give anything of value to any Government Official, any immediate family member of a Government Official or any political party to influence the Government Official's or organization's decision or to gain any other advantage for either party or anyone else directly or indirectly arising out of performance of this Agreement. In addition, neither party nor its employees, consultants or agents shall, relating to performance of this Agreement, offer or make any payment or offer or give anything of value to any person if the provider knows or has reason to believe that any portion of the payment or gift will be given directly, indirectly or through a third party to any Government Official, any immediate family member of any Government Official or any political party.
- 15.3.** Reporting Violations, Reimbursement and Termination. Both parties agree to immediately notify the other party of any violation of this Section.

16. Intellectual Property

- 16.1.** It is specifically understood that except as expressly stated herein there is no intention by either party to exchange, transfer, sell, or license intellectual property pursuant to this Agreement. Any such exchange or license will require an executed amendment to this Agreement. Further, in no event will Supplier's methodology, processes, procedures, and/or materials utilized by Supplier in performance of this agreement be deemed licensed to Customer and remain exclusively owned by Supplier.

17. General

- 17.1.** Neither SAI Global nor any of its employees, contractors and agents shall be deemed to be employees of the Client and SAI Global shall be solely responsible for payment of compensation to all of SAI Global's employees, contractors and agents and as to them, shall maintain in force, at its sole cost and expense, any worker's compensation insurance coverage required by law.
- 17.2.** No party is liable for any failure to perform or delay in performing its obligations under this Agreement if that failure or delay is due to flood, fire, earthquake or other occurrence beyond that party's reasonable control (a force majeure event). If that failure or delay exceeds 60 days the other party may terminate this Agreement upon thirty (30) days written notice to the other party.
- 17.3.** Except as expressly stated herein, there is no intention by either party to exchange or license intellectual property pursuant to this Agreement. Any such exchange or license will require an executed amendment to this Agreement.
- 17.4.** If any part of this Agreement is held to be unenforceable in any jurisdiction the validity of the remaining parts shall be unaffected and the unenforceable part shall be rewritten to reflect as closely as possible the intent of the parties.
- 17.5.** A waiver of any breach of this Agreement shall not constitute a waiver as to future breaches.
- 17.6.** This Agreement including any Proposals agreed pursuant to this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and may not be modified except in writing signed by both parties. Client may use its form of purchase order for convenience but may not vary the terms of this Agreement thereby.
- 17.7.** This Agreement shall be deemed to have been made in, and shall be governed in accordance with, the laws of the countries/states/provinces and the courts in which Services are rendered and shall have exclusive jurisdiction over all disputes.
For Services primarily rendered in,
- Canada - Province of Ontario, Canada, courts of Toronto
 - United States - State of New York and the courts of New York
 - Mexico – the Republic of Mexico and the courts of the Republic of Mexico.
 - Other Regions, as per specific scheme requirements attached hereto.
- 17.8.** Nothing in this Agreement shall be deemed to create an agency, joint venture or partnership relationship between the parties.
- 17.9.** Notices shall be given in writing to the addresses set forth above or to such other address as may be notified by either party to the other, shall be delivered by hand or by overnight delivery by a nationally recognized carrier and shall be deemed received upon delivery.
- 17.10.** All provisions of this Agreement that expressly or by implication are intended to survive the termination or expiration of this Agreement shall remain in force according to their terms.
- 17.11.** SAI Global and the Client acknowledge that they have required that this Agreement and all documentation, notices and judicial proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Les parties aux présentes reconnaissent avoir exigé que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentés à la suite des présentes ou se rapportant directement ou indirectement à la présente convention, soient rédigés en anglais
- 17.12.** The policies and procedure under which SAI Global operates and the administration of them shall be non-discriminatory. Procedures shall not be used to impede or inhibit access by applicants, other than as provided for in ISO/IEC 17065
- 17.13.** SAI Global shall make its services accessible to all applicants whose activities fall within the scope of its operations.
- 17.14.** Access to the certification process shall not be conditional upon the size of the client or membership of any association or group, nor shall certification be conditional upon the number of certifications already issued. There shall not be undue financial or other conditions.
- 17.15.** SAI Global shall confine its requirements, evaluation, review, decision and surveillance (if any) to matters specifically related to the scope of certification.
Note: SAI Global can decline to accept an application or maintain a contract for certification from a client when fundamental or demonstrated reasons exist, such as the client participating in illegal activities, having a history of repeated non-compliance with certification/product, or similar client-related issues.