

This Agreement made on _____ (“**Start Date**”) **Between**

Add the date above

(1) LRQA -CASL ; (“**Supplier**”) and

(2) Add client name and address
; (“**Client**”)

the Client and the Supplier each being a **Party** and together the **Parties**.

Whereas

- (A) The Client is a fabricator and or manufacturer of pressure equipment.
- (B) The Supplier is an inspection/certification service provider.
- (C) The Client wishes to engage the Supplier to supply the Services, which constitutes an application for approval, as set out in Schedule 1 (Services).

Scope of Work

Revalidation of permanent joining certification

Provision of this scope of work is subject to the requirements stated in Schedule 1 of this Agreement.

Service Location

LRQA-CASL Dublin / Birmingham

Pricing Schedule

Calculated online via the LRQA-CASL Revalidation Form

Pricing is subject to the requirements stated in Schedule 2 of this Agreement.

It is agreed:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the following meanings:

“Accreditation/ Certification Body” means the authoritative body that grants accreditation/ certification under which the Supplier performs the Services.

“Agreement” means these terms and conditions together with any Schedules, as each may be amended from time to time, in accordance with the provisions stated herein.

“Business Day” means a day other than a Saturday, Sunday or public holiday.

“Client Data” means any data, documents, text, drawings, diagrams, images (together with any database made up of any of those), embodied in any medium supplied to the Supplier (or any Supplier Party) by or on behalf of the Client, or which the Supplier (or any Supplier Party) is required to collect, generate, process, store or transmit pursuant to this Agreement (or otherwise receives in connection with providing the Deliverables), including all modifications, additions and developments made to any of those items written instructions, document samples and information provided to the Supplier (or any Supplier Party) by the Client, during the performance of the Services.

“Confidential Information” means all and any non-public information disclosed, by one Party to the other Party including, but not necessarily limited to, data, know-how, concepts, manuals, reports, specifications, trade secrets, trademarks, company logos, and any other business, commercial, legal, financial, marketing or technical information.

“Deliverables” means without limitation, all documents, certificates of approval, type approval, design appraisal documents, inspection certificates, reports, and outputs from the Services, created or provided by the Supplier (or any Supplier Party) in relation to the performance of the Services that the Supplier has agreed to deliver to the Client pursuant to this Agreement.

“Expenses” means travel costs, subsistence and accommodation at cost, plus 10% administration fee.

“Force Majeure Event” means an event beyond the reasonable control of the Supplier (or any Supplier Party), including, failure of a utility service or transport network, general failure of underlying internet infrastructure, act of God, fire, flood, storm war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction.

“Intellectual Property” means all patents, copyright and related rights, trademarks, logos, service marks, trade dress, business and domain names, rights in trade or get-up, rights in goodwill or to sue for passing off, database rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights.

“Price” means the price payable by the Client to the Supplier for the Services and Supplier Deliverables, time charged for delivery of the Services, preparation of the Supplier Deliverables, and any re-inspection required, travel time, Expenses and overtime in accordance with Schedule 2 (Pricing).

“Product Scheme” means the product specific set of requirements that the Client's certification is assessed against.

“Prohibited Act” means; (a) the offering, promising, giving, accepting or soliciting of an advantage. Reward or gratuity as an inducement for an action in connection with the Supplier Deliverables which is illegal, unethical or a breach of trust (b) the establishment of accounting practices and corporate entity structures that implicitly or explicitly result in tax evasion or facilitate tax evasion (c) engaging in any activity, practice or conduct that would constitute modern slavery, or (d) a failure to comply with all Relevant Laws.

“Rate” means the rate charged by the Supplier and payable by the Client for the Services and Supplier Deliverables.

“Relevant Laws” means any laws, regulations, and codes which relate to (a) anti-bribery and/or anti-corruption, (b) anti-slavery or servitude, anti-forced or compulsory labour and/or anti human trafficking, or (c) anti-tax evasion.

“Supplier Party” means Supplier, any contractor or sub-contractor of the Supplier and Supplier Personnel.

“Supplier Personnel” means any employee employed or engaged by the Supplier (or any Supplier Party), including as engaged via an employment business or employment agency who is providing the Services and Supplier Deliverables.

“Taxes” means any and all taxes imposed by any taxing authority including, without limitation, withholding taxes, income tax, all corporate taxes, imports, duties, levies, stamp duties, charges and other assessments and payments in the nature of taxes, wherever payable, including VAT.

“Services” means the inspection service, including design appraisal, inspection, type approval, certification services against an appropriate recognized regulation/ specification or part thereof, to be performed by the Supplier for the Client under this Agreement and in accordance with Schedule 1 (Services) of this Agreement.

“**Start Date**” means the date of this Agreement.

1.2 In this Agreement:

1.2.1 words and expressions that are defined in a Schedule will have the same meaning when used in the rest of this Agreement.

1.2.2 references to clauses are to the clauses of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule to this Agreement.

1.2.3 headings are for information only and shall not affect the interpretation of this Agreement.

1.2.4 references to any statute or statutory provision will include any subordinate legislation made under it and include such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

1.2.5 any words following the words include, includes, including, in particular or any similar words or expressions will be construed without limitation and will not limit the meaning of the words preceding them.

1.2.6 references to in writing or written are to communication effected by post and email, to an agreed email or postal address.

2. DURATION AND APPOINTMENT

2.1 This Agreement shall commence (or deem to have commenced) on the Start Date and continue until terminated under clause 10 (Termination).

2.2 The Client appoints the Supplier to provide the Services on the terms of this Agreement.

3. SERVICES/DELIVERABLES

The Supplier (or any Supplier Party) will deliver the Services and Deliverables in accordance with Schedule 1 (Services) of this Agreement.

4. PAYMENT

Payment for the Services and any other charges will be in accordance with Schedule 2 (Pricing) to this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Each Party exclusively owns all rights to Intellectual Property it has created whether before or after the Start Date of the Agreement.

5.2 The names, service marks, trademarks and copyrights of the Supplier and its affiliates shall not be used or reproduced by the Client, without the prior written approval of the Supplier, and then only in the manner prescribed by the Supplier.

6. PROHIBITED ACTS

6.1 The Parties will comply (and have policies and procedures in place to ensure compliance) with all Relevant Laws.

6.2 The Supplier shall be entitled to terminate this Agreement if a Prohibited Act is committed, and the Client will not be entitled to claim compensation or any other remuneration from the Supplier.

6.3 The Client shall indemnify the Supplier against any liability arising out of or in connection with a breach of this clause 6.

7. INSURANCE

The Client shall affect and maintain in force, with a reputable insurance company, insurance policies as required by law and public/general liability insurance with a combined bodily injury and property damage limit of at least five (5) million pounds per occurrence or series of occurrences arising from any one event or such sum as may be specified by the Supplier.

8. INDEMNITIES AND LIABILITIES

8.1 The Supplier’s total aggregate liability towards the Client, for any and all loss or damage arising under or in connection with this Agreement and any Services delivered, whether based in contract, tort (including negligence), strict liability, indemnity or otherwise shall not exceed 3 (three) times the Price paid by the Client to the Supplier.

8.2 The Client shall indemnify the Supplier (or any Supplier Party) and its affiliates in respect of any and all losses or claims made against the Supplier as a result of misuse by the Client of any statement, endorsement, approval, Certificate or license to use an accreditation mark that may be granted by the Supplier under this Agreement.

8.3 Neither Party shall be liable in contract, tort (including negligence), strict liability for any indirect, special or consequential loss, or any loss of profits or anticipated profit, loss of use, loss of contract, loss of production, loss of savings, loss of revenue, business interruption or increased cost of working, loss of capital or any indirect, special, consequential or exemplary damages, howsoever caused, regardless of whether any such losses were foreseeable by the Parties at the time of entering into this Agreement.

8.4 Nothing in this Agreement will exclude or limit the liability of the Parties for death or personal injury caused by negligence and fraud or fraudulent misrepresentation, by it or its employees.

8.5 This clause 8 shall survive termination of this Agreement.

9. DATA PROTECTION

9.1 Subject to clause 9.4 neither Party shall disclose or use for any purpose whatsoever any Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Services, without the prior written consent of the disclosing Party. This confidentiality undertaking shall not apply to any information which:

- 9.1.1 is publicly available or becomes publicly available through no act of the receiving Party.
- 9.1.2 was in the possession of the receiving Party prior to its disclosure.
- 9.1.3 is disclosed to the receiving Party by a third party which did not acquire the information under an obligation of confidentiality.
- 9.1.4 is required to be disclosed to an accreditation body or under the rules of an accreditation/certification scheme, in each case where applicable to the Services.
- 9.2 Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all applicable data privacy laws and regulations and shall complete a data privacy schedule, detailing any personal data, to be processed where necessary.
- 9.3 The Client agrees that the Supplier (or any Supplier Party) may retain on record, contact details provided by the Client for the purpose of managing the relationship, this Agreement, and the certification, and in order to comply with the applicable law and obligations owed to the accreditation body.
- 9.4 The Supplier reserves the right to collect, collate and use aggregated, anonymised data deriving from the Services, including data/reports which constitutes Confidential Information, for the purposes of conducting its own business, statistical analysis, benchmarking, trending, training, research, establishing the best practices for audits and testing in the industry and education, so long as no use of the Confidential Information or reports, in the aggregate, shall allow the identification of the Client, or a third party subject to the Services, or disclosure of particular Client-identifiable Confidential Information.

10. TERMINATION

- 10.1 Without limiting or affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other if it:
 - 10.1.1 commits a material breach of any term of the Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 30 days.
 - 10.1.2 takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors; or
 - 10.1.3 suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
 - 10.1.4 fails to pay an invoice by the Due Date.

- 10.1.5 either Party declares a conflict of interest requiring termination.

- 10.2 Following termination of this Agreement, the Supplier Deliverable may no longer be used or publicly displayed by the Client from the date of termination. The Client will (unless it makes alternative arrangements) not be entitled to claim that its product/management system is certified.

- 10.3 Termination of this Agreement shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination. Any provision of this Agreement that expressly or by implication is intended to continue in force on or after termination of the Agreement shall remain in full force and effect.

11. FORCE MAJEURE

- 11.1 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement (other than the obligation to make payments of sums due to the other Party):

- 11.1.1 the Force Majeure shall be immediately notified in writing by the Party prevented from carrying out its obligations to the other Party explaining the causes and demonstrating diligence used to remove or mitigate the effects of such Force Majeure.

- 11.1.2 the obligations under the Agreement shall be suspended under the cessation of the Force Majeure, which shall be notified in writing.

- 11.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder, resulting directly or indirectly from an act or event of Force Majeure. If the disability continues for more than fifteen (15) days, then the effected Party will have the right to terminate this Agreement without incurring any liability whatsoever.

12. GENERAL

- 12.1 **Assignment and subcontracting:** The Supplier at its sole discretion may assign, transfer its rights and obligations or delegate performance of all or a portion of the Services under this Agreement, subject to compliance with the requirements of any applicable accreditation scheme where relevant, to an affiliate or subcontractor of the Supplier without notice to the Client and the Client hereby consents to such delegation.

- 12.2 **Severance:** If a court or any other competent authority finds that any provision (or part of a provision) of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted. The validity and enforceability of the remainder of the Agreement shall be unaffected.

12.3 Variation and waiver: Except as set out in this Agreement and the Schedules, any variation, including the introduction of any additional terms and conditions, to this Agreement shall only be binding when agreed in writing and signed by the Supplier.

12.3.1 A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

12.3.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other rights or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12.4 Third party rights: A person not a party to this Agreement shall not have any rights under/in connection with it.

12.5 Governing law and Jurisdiction: This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to the law of Austria, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Austria.

12.6 No partnership: Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership/joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No party shall have authority to act as an agent for, or to bind, the other Party in any way.

12.7 Notices: Any notice or other communication given to a Party under or in connection with this Agreement shall:

12.7.1 be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business or sent by email to the address specified in Schedule 1 (Services).

12.7.2 shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address, (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.7.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.8 Entire Agreement: The Parties agree that this Agreement constitutes the entire agreement between them. Any samples, drawings, descriptive matter, illustrations, and advertising by the Supplier or contained in the Supplier's websites, catalogues or brochures are issued and/or published for the sole purpose of giving an approximate idea of the Services. They shall not form part of this Agreement or have any contractual force.

12.9 Disputes and Complaints: In the event that any claim or dispute arises out of or in connection with the Agreement, the Parties shall, following service of written notice by one Party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the Parties may otherwise agree in writing).

Schedule 1

Services

- 1.1 The accreditation for the delivery of the Services is detailed in clause 4.1.
- 1.2 The Services provided to the Client under this Agreement shall be carried out in accordance with the applicable accreditation standards and mandatory documents, under the relevant accreditation and Product Scheme(s). To provide inspection/assurance and Deliverables against an accredited scope, it is understood that these rules are not capable of amendment by the Parties and that the Certification/Accreditation Bodies position is unassailable.
- 1.3 The Client will be subject to monitoring by the Supplier (or any Supplier Party) to ensure full compliance with the relevant accreditation standards applicable to the Product Scheme against which certification is sought. The relevant certification/accreditation body may attend a Client site during a Supplier assessment, surveillance or re-certification visit, at their absolute discretion, to witness an audit.

2. Client Obligations

- 2.1 To enable the Supplier (or any Supplier Party) to provide the Services, and for the Client to maintain the Supplier Deliverables, the Client shall:
- (i) co-operate in all matters relating to the Services;
 - (ii) provide the Supplier (or any Supplier Party) with access to the site, people, information and facilities necessary to provide the Services;
 - (iii) permit publication of the Deliverables granted (unless prohibited by the Accreditation/Certification Body);
 - (iv) where necessary, obtain and maintain all necessary licences and consents (including in relation to data protection) with all Relevant Laws in relation to the Services and the use of the Client's equipment;
 - (v) comply with the Supplier's rules governing use of its management system, Product Schemes' marks and Accreditation/Certification Body marks;
 - (vi) ensure all documents, information and material made available by the Client to the Supplier (or any Supplier Party) do not infringe or constitute an infringement of any patent, copyright, trademark, trade secret, licence or other Intellectual Property rights or proprietary rights of any third party;
 - (vii) provide the Supplier Personnel (or any Supplier Party personnel) with a safe system of work, advising in advance of any personal protective equipment required for a particular site or environment, or to provide such specialist equipment for their use (in the latter case giving appropriate advance notice such that a risk assessment can be undertaken); and
 - (viii) inform the Supplier (or any Supplier Party) of any situation or circumstance which would mean that its management system and/or manufacturing processes may fall below the standard required by the relevant criteria against which they are being assessed. The Supplier (or Supplier Party) will review this information and may recommend additional inspection activities to confirm continued compliance with the Supplier Deliverables. The Supplier is obliged under scheme rules to suspend or withdraw the Supplier Deliverables where the Client fails to demonstrate that it continues to meet the relevant standards.
 - (ix) keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the approved body when requested, take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification and document the actions taken.
 - (x) inform the Supplier (or any Supplier Party) of any specific national regulations or laws which must be adhered to by the Supplier (or any Supplier Party) in delivery of the Services..
 - (xi) maintain its management system(s) in compliance with the relevant accreditation and Product Scheme standards.

- 2.2 The Client declares that, to the extent that this Agreement constitutes an application for approval under a Regulation/Directive that expressly requires such a declaration, no application for the same conformity assessment has been lodged with any other Notified Body under that Regulation/Directive, and no contract has been entered into with another Notified Body for approval of the same equipment, product or quality system.

This requirement applies only where it is expressly mandated by specific Union harmonization legislation (e.g., Pressure Equipment Directive 2014/68/EU, Simple Pressure Vessels Directive 2014/29/EU; ATEX Directive 2014/34/EU; Transportable Pressure Equipment Directive 2010/35/EU through the conformity-assessment modules referenced in Directive 2008/68/EC).

It is not applicable to legislation where no such requirement exists, such as the Construction Products Regulation (EU) 305/2011 (CPR).

3. Services Specific Information

- 3.1 The Supplier (or Supplier Party) shall use reasonable endeavours to carry out the Services with the skill and care of a competent assessment/certification body and in accordance with the relevant scheme rules.

- 3.2 The Supplier (or Supplier Party) shall deliver the Services using such methods as it shall deem suitable, on a case-by-case basis, having regard to relevant trade custom, usage or practice, professional industry standards, directives given by competent authorities and applicable law. The visit durations are based on the requirements of the certification/accreditation mandatory document(s) for the duration of inspections/audits and other related guidelines. Any increases or reduction in duration to the maximum permitted are made using the factors permitted by these documents. Where audits are required, the Supplier will provide an explanation of the factors used to determine the assessment duration in the stage 1 assessment visit report.
- 3.3 The Supplier shall endeavour to provide the Services in accordance with any agreed dates, but for the avoidance of doubt such dates shall be estimates only and time shall not be of the essence.
- 3.4 Prior to any Supplier Deliverable renewal, the Supplier (or Supplier Party) is required to carry out a re-certification visit to verify the conditions remain compliant.
- 3.5 Details of any non-conformances identified during an inspection, surveillance, or re-certification visit, will be issued to the Client by way of a non-acceptance note. An additional in person follow up visit or remote off-site review will be carried out by the Supplier to verify the corrective actions have been taken, such reviews or visits will be at the discretion of the Supplier and will be carried out in accordance with best practice and in accordance with scheme rules and applicable guidance notes. The Supplier may suspend or withdraw Supplier Deliverables in the event the non-conformances remain unresolved. The Supplier will determine, in its absolute discretion if a remote or in-person review is appropriate. All additional in person follow up visits or remote off-site reviews will be charged in accordance with Schedule 2 (Pricing).
- 3.6 It is for the Client to exercise its own independent judgement with regard to the use of the Supplier Deliverables and any other information provided by the Supplier (or any Supplier Party) and for any action, decision or reliance undertaken by the Client or any third party on the basis of the Supplier Deliverables or such other information provided by the Supplier (or any Supplier Party). For the avoidance of doubt, neither the Supplier (or any Supplier Party) or any of its affiliates or group companies warrants the quality, outcome, effectiveness or appropriateness of any decision taken by the Client or any third party on the basis of the point in time audit, continual surveillance nor the production of the Supplier Deliverables produced in the delivery of the Services under this Agreement.
- 3.7 The Supplier Deliverables are given only in relation to the data provided by the Client to the Supplier (or any Supplier Party), prior to the performance of the Services. The Supplier (or any Supplier Party) shall not be held liable for any error, omission, or inaccuracy in the Supplier Deliverables to the extent that the Supplier (or any Supplier Party) has been given erroneous or incomplete information by the Client. The Supplier (or any Supplier Party) is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received, except when required by law.
- 3.8 The Supplier Deliverables reflect the findings of the Supplier (or any Supplier Party) at the time of performance of the Services only. The Supplier (or any Supplier Party) shall have no obligation to update the Supplier Deliverables after issuance, except as otherwise stated in this Agreement.
- 3.9 The Supplier will use suitably qualified and competent personnel to deliver the Services. For the avoidance of doubt, the Supplier is not obliged to deploy specific personnel in the delivery of the Services under this Agreement.
- 3.10 The Client acknowledges that in the interests of health and safety, the Supplier grants each Supplier Party and Supplier Personnel with a 'stop work authority' permitting them to stop work and leave site at their sole discretion, if they have concerns of any nature in respect of health and safety and the Client agrees that no liability of the Supplier (or any Supplier Party) shall arise from the exercise of such discretion, but that payment for such visit shall remain due to the Supplier by the Client.
- 3.11 Notwithstanding any other provision of this Agreement, the Supplier (or any Supplier Party) shall not be obliged to provide Services if it considers that it would be placed (or payment thereof would place it) in breach of any applicable international sanctions or trade restrictions, or any sanctions imposed by the United Kingdom or the United States of America or applicable in any country in which this Agreement is entered into or the Services are being delivered. The Supplier (or any Supplier Party) reserves the right to exercise its right to refuse the acceptance of any such nomination or request made under this Agreement (or otherwise) at its own discretion and will not be liable for any losses whatsoever the Client may incur as a result of such refusal.

4. Inspection/Assessment Standards

4.1 The Supplier (or any Supplier Party) will carry out an inspection/assessment of the Client's product/management system to establish compliance in accordance with the following regulations and standards:

Accredited Service	LRQA Entity with Approval	Accreditation Body	Body Number
PED Welder Approval [CASL]	LRQA-CASL	INAB	NB 3002
Weld Procedure Certification [LRQA-CASL	INAB	NB 3002

5. Service Deliverables and Complaints

- 5.1 The Service Deliverable is valid from the original date of issue and will continue for a period of time as specified on the Deliverable, subject to the Client's continuing compliance with the stated conditions of the Deliverable.
- 5.2 The Service Deliverable remains the property of the Supplier. In the event of the Deliverable lapsing or being withdrawn, it is the responsibility of the Client to destroy the Deliverables and to remove references to it from its hard and soft copy communications, including social media and any internet sites.
- 5.3 The Service Deliverable is issued by the Supplier, and except as provided otherwise in this Agreement, is intended for the exclusive use of the Client and shall not be modified, copied or replicated for distribution to any other person or entity.
- 5.4 The Supplier is required to investigate reported breaches of compliance for equipment it certifies/inspects. In the event of such a report, the Supplier will investigate, and if non-conformities are discovered, will proceed with one or more of the following actions:
 - (i) leave the Supplier Deliverable in place, on condition that corrective actions are taken and verified within a specified time frame;
 - (ii) suspend its Deliverable and require corrective action to be implemented within a specified time frame;
 - (iii) withdraw its Deliverable, if the non-conformity has not been corrected and verified within the specified time frame; and/or
 - (iv) withdraw the Deliverable in the event of complaints of a serious nature, where corrective actions have not been specified or are deemed inappropriate or incapable of implementation within an acceptable time frame.

For the avoidance of doubt in the event of any withdrawal of the Deliverable by the Supplier for any of the reasons noted above, the Supplier shall bear no liability to the Client or any third party.

6. Remote/Virtual Inspections/Audits

- 6.1 The Supplier (or any Supplier Party) may provide some or all of the Services remotely by electronic or any other means, which may include, but not be limited to, video, conferencing, sensors, drones, satellites and cameras, where permitted by law, regulations, accreditations and site conditions. In the event the Client requests in person site visits, in excess of what the Supplier has recommended, the Supplier will endeavour to oblige, provided the Client accepts the requisite increase in the Price for the Services.
- 6.2 The Client acknowledges that personal data (including personal images) are likely to be collected under these circumstances and confirms that it has obtained all necessary consents under applicable law to allow the Supplier (or any Supplier Party) to process the images and sounds collected during the provision of Services.

**Schedule 2
Pricing**

1. Purchase Order

- 1.1 If the Client requires a purchase order to be in place prior to invoicing or payment of said invoice, then this purchase order must be provided to the Supplier as soon as possible following the signing of this Agreement. The Supplier will not be obliged to commence the planning process for the delivery of the Services unless and until the required purchase order is supplied.
- 1.2 Under no circumstances shall terms and conditions printed on the back of any purchase order provided by the Client, contained in any order acknowledgement or appearing on any automated system owned by the Client be deemed part of this Agreement and for the avoidance of doubt this Agreement shall prevail.

2. Payment

- 2.1 The Client will pay each valid invoice submitted to it by the Supplier in full and in cleared funds within 30 days of the date of the invoice ("Due Date"). The Supplier will not be obliged to commence the planning process for the provision of the Services and/or continue the delivery of the Services unless and until payment has been received in full by the Supplier.
- 2.2 Where the Services are terminated (for any reason whatsoever) any payment due under this Agreement will be due immediately. Time shall be deemed of the essence in relation to this Agreement.
- 2.3 Notwithstanding any other right or remedy the Supplier may have, if the Client fails to pay any invoice by the Due Date for payment, then the Supplier may, in its sole and absolute discretion:
- (i) charge interest on such sum from the Due Date for payment at the monthly rate of 3% accruing on a daily basis until the date when payment is made in full;
 - (ii) and/or suspend or terminate the provision of the Services and/or withdraw the Deliverables until payment is received in full and cleared funds.

3. Price

- 3.1 The Client has agreed to pay the Supplier for the Services and the Client accepts a Minimum Price applies. The actual price for the Services may exceed the Minimum Price depending on the scope and duration of the services to be provided.
- 3.2 The Rates for the Services will automatically increase annually on the anniversary of the Agreement's Start Date. This annual increase will be in line with the Consumer Prices Indices published 2 (two) months prior to the anniversary of the Agreement's Start Date. In the event that the prevailing rate of the Consumer Prices Indices exceeds 5% on the 6 (six) month anniversary of this Agreement's Start Date, then a further increase will also be applied in relation to Services delivered.
- 3.3 The Price for the Services, will include:
- (i) travel time of the inspector to and from the Client site;
 - (ii) time charged for delivery of the Services, preparation of the Deliverables, and any re-inspection required (where a re-inspection is being delivered, the Client will be required to provide email confirmation, accepting the additional cost, before commencement of the re-inspection takes place);
 - (iii) overtime, calculated at two (2) times the Rate during weekdays and three (3) times the Rate during weekend or public holidays (according to the country of delivery of the Services and the product);
 - (iv) expenses charged at cost, plus 10% administration fee.

4. Invoicing

- 4.1 Invoices and Deliverables will be issued to the Client by the Supplier electronically, via email. If the Client requires any invoice or Deliverable to be uploaded to a Client portal or issued in hard copy format, an additional documentation charge will be payable by the Client.
- 4.2 The Supplier will invoice the Client for the Services as agreed between the Supplier and the Client.
- 4.3 Invoices will include:
- (i) the Price payable for the Services, including any charges payable;
 - (ii) time charged for travel by an inspector to and from Client Site (as relevant);
 - (iii) overtime Supplements (where applicable);
 - (iv) Expenses incurred by the Supplier for travel, subsistence, meals, accommodation at cost plus 10% administration fee, stationary and additional documentation charges;
 - (v) charges in respect of Services required that were not reasonably foreseeable when the Services were originally planned, or were incurred to accommodate a re-inspection, following an abortive visit or finding of a non-conformity;
 - (vi) interest charges on late payment as detailed in clause 2.3(i) above.

4.4 The Price and all charges will be exclusive of any Taxes, unless otherwise specified.

5 Cancellation, Suspension, Postponement and Re-Inspection

- 5.1 If the Client cancels this Agreement or part of it, the Client will be subject to the following charges:
- (i) prior to the commencement of the Service delivery – 50% of the total contract Price and any unrecoverable Expenses booked in advance by the Supplier;
 - (ii) after the commencement of the Service delivery – 100% of the total contract Price and any unrecoverable Expenses booked in advance by the Supplier.
- 5.2 The commencement of the Service delivery is agreed between the Supplier and the Client in advance of delivery. Any subsequent postponement of, or rescheduling of the Service delivery will be subject to the following additional charges:
- (i) less than 5 (five) Business Days' notice from the planned Service delivery date – any unrecoverable Expenses booked in advance by the Supplier, in addition to 50% of the total contract Price attributable to the inspection(s) postponed or rescheduled or £3,000.00 (three thousand pounds) or its equivalent in another currency, whichever is lower;
 - (ii) less than 2 (two) Business Days' notice of the planned Service delivery date – any unrecoverable Expenses booked in advance by the Supplier, in addition to 100% of the total contract Price attributable to the inspection(s) postponed or rescheduled or £5,500.00 (five thousand five hundred pounds) or its equivalent in another currency, whichever is lower.
- 5.3 If a re-inspection or change in the service delivery location and/or scope of Services is required, additional charges will be payable by the Client.
- 5.4 Where the Services are cancelled, suspended or otherwise adjusted an invoice will be issued as soon as reasonably practicable, following such notification by either party to the other.



FOR AND ON BEHALF OF: LRQA-CASL	FOR AND ON BEHALF OF: XXXXXXXX
SIGNED _____	SIGNED _____
NAME _____	NAME _____
TITLE _____	TITLE _____