



## NSF-ISR CERTIFICATION SERVICES: TERMS AND CONDITIONS

These Certification Services Terms and Conditions (“Service Terms”) govern certification Services performed by NSF International Strategic Registrations, Ltd (“NSF-ISR”) for the Client. Each Proposal shall outline the specific Services. The General Terms, these Service Terms and the Proposal shall collectively be referred to herein as the “Agreement.” Any variations to the General Terms and Service Terms shall be identified on the Proposal and apply only to the identified Services. If not defined herein, the capitalized terms in these Service Terms shall have the same definition as identified in the General Terms.

### **Section 1: Applies to NSF-ISR Certification Services**

- 1.1 The term of the Agreement shall continue year over year until completion of the Services or as otherwise indicated on the applicable Proposal.
- 1.2 The Services and the Deliverables do not constitute the provision of consulting Services by NSF.
- 1.3 This Agreement incorporates, and Client hereby certifies and represents that it has received, read and shall abide by the NSF-ISR standards, policies, guidelines and criteria governing the Services (hereinafter collectively called “Policies”). Client agrees that NSF-ISR may amend the Policies or add new materials from time to time, which upon notice to Client, shall then apply to and be part of this Agreement. Upon receipt of notice of any applicable revision, Client agrees that it will abide by the announced revision; or, at its option, Client may terminate this Agreement in accordance with the provisions of this Agreement. Client expressly agrees that it will supply NSF-ISR with any information needed for the Services. Client represents and warrants that, to the best of its information and knowledge, the information given to NSF-ISR for purposes of the Services is true, accurate and complete. Client assumes sole responsibility for the truth and accuracy of such information, including but not limited to information about the facilities or systems that Client requests to be certified. Client acknowledges that the ability of NSF-ISR to perform Services in the timeframe set forth in any Proposal is contingent upon Client’s provision to NSF-ISR of timely information and to provide access to any of Client’s facilities.
- 1.4 NSF-ISR will notify Client if and when it is authorized to use any mark or certificate, and Client agrees to abide by all NSF-ISR policies concerning use of an NSF-ISR mark (“Mark”) or certificate. Client expressly acknowledges and agrees that execution of this Agreement, of and by itself, is not authorization of certification or to use the Mark. Use of the Mark is invalid if, as determined by NSF-ISR, the management systems have been significantly altered or are being used to represent certification for any purpose or in any way other than that certified by NSF-ISR. In making reference to Client’s certification in communications media such as documents, website, brochures or advertising, Client shall comply with all requirements of NSF-ISR, including those referenced in the Policies. Client agrees to make claims regarding certification only in respect to the scope for which the certification has been granted. Client shall not: (i) use its certification in any manner that brings NSF-ISR into disrepute; (ii) make any statement concerning its certification that is misleading or unauthorized by NSF-ISR; or (iii) use in any misleading manner any certificate or report related to certification. NSF-ISR assumes no liability, and Client shall be solely responsible, for any claims arising from the Client’s misuse of the Mark or misrepresentation of the certification status of its facilities, or failure at all times to comply with the Policies. NSF-ISR reserves the right to withdraw authorization for use of a Mark or certificate for failure to timely pay fees/costs or for failure to follow any NSF-ISR requirement.
- 1.5 The term “Deliverables” means any results (including test results), opinions, reports, summaries, conclusions or other outcomes of the Services, or materials, information, data, reports, or other work product which NSF-ISR provides in connection with the Services. The Deliverables reflect the findings of NSF-ISR at the time Services are performed and based on the information provided to NSF-ISR and set forth in writing the findings of NSF-ISR solely with respect to the matters identified therein. NSF-ISR may from time to time provide Client with preliminary Deliverables, which are subject to change. Unless provided otherwise by NSF-ISR in writing, the Deliverables are only for Client’s internal use or otherwise as set forth in the Standards and Policies. If applicable, a date of expiration and conditions relating to the use of the Deliverable may be established by NSF-ISR and provided to the Client.
- 1.6 Client acknowledges that NSF-ISR holds various accreditations that require review, audit, and inspections by accreditation and oversight bodies. Client agrees that any oversight, accreditation body or other interested party (e.g., ANSI National Accreditation Board (ANAB); International Automotive Oversight Bureau (IAOB); International Aerospace Quality Group (IAQG); Americas Aerospace Quality Group (AAQG); Federal Aviation Authority (FAA); Institute of Scrap Recycling Industries (ReMa) associated with R2/RIOS) may review, witness, and analyze any Services and the associated data, information and Deliverables for the Services, whether at the premises of Client, NSF-ISR, or elsewhere. To the extent required by such accreditation/oversight bodies with respect to the particular Services provided to Client, Client expressly consents that NSF-ISR may disclose to third parties the information about Client or Client’s facilities, products or services as directed by such accreditation/oversight bodies.
- 1.7 After termination of Services or of this Agreement for any reason, Client shall promptly discontinue use of the Mark, including but not limited to in its literature and advertising. Client further agrees that, upon termination of Services for any reason, it will surrender, efface or otherwise dispose of in a manner acceptable to NSF-ISR all literature, certification flags or other information bearing a Mark or referencing NSF-ISR certification and return to NSF-ISR all certificates. Client agrees that NSF-ISR’s remedies at law to enforce the provisions of this paragraph may be inadequate and that accordingly NSF-ISR shall be entitled to and Client agrees to the entry of an order in any court of competent jurisdiction specifically enforcing the provisions of this paragraph. In the event Client shall become a debtor in any insolvency or bankruptcy proceeding (whether under the laws of the United States of America or the laws of any other



country, territory or jurisdiction), Client agrees and stipulates that NSF-ISR shall be entitled to relief from any applicable stay, order or injunction to immediately pursue enforcement of this paragraph under applicable law.

- 1.8 Client shall comply and shall cause its corporate entities and subcontractors at all tiers to comply with any export restrictions imposed by any governmental agency of the United States of America, including without limitation the provisions of the Export Administration act of 1979 (50 USC 2401-2420) and the Export Administration Regulations (15 CFR 768-799) promulgated thereunder; and the Foreign Corrupt Practices Act.