

General Terms and Conditions

Contents

| | |
|--|----|
| 1 Introduction | 2 |
| 2 Definitions | 2 |
| 3 Application | 3 |
| 4 Effective date | 3 |
| 5 Versions and amendments | 3 |
| 6 Obligations of DQS MED UK | 3 |
| 7 Obligations of Client | 4 |
| 8 Quotations | 6 |
| 9 Assignment of personnel | 7 |
| 10 Assessment | 7 |
| 11 Audit attendees | 9 |
| 12 Reports and Certificates | 9 |
| 13 Use of certificate, marks and logos | 10 |
| 14 Sharing of information with Regulatory Authorities | 11 |
| 15 Counterfeit Product | 11 |
| 16 Appeals | 11 |
| 17 Complaints regarding DQS services | 12 |
| 18 Complaints regarding Client | 12 |
| 19 Public information | 12 |
| 20 Confidentiality | 13 |
| 21 Data storage and retention | 14 |
| 22 Personal data | 14 |
| 23 Data Breach Notification | 16 |
| 24 Intellectual Property | 16 |
| 25 Terms of payment | 16 |
| 26 Fees | 17 |
| 27 Liability | 18 |
| 28 Termination | 19 |
| 29 General | 20 |

1 Introduction

1.1 This document states the General Terms and Conditions (GTC) of DQS Medizinprodukte UK Ltd.

1.2 The name DQS Medizinprodukte UK Ltd (DQS MED UK) refers to the legal entity registered in England and Wales with company number 13672560.

2 Definitions

In these GTC:

2.1 "Agreement" refers to the contractual arrangements between Client and DQS MED UK defined in the Certification Agreement and this General Terms and Conditions (GTC) document, and supported by annexes, addendums and schedules, including the application form, quotation and letters.

2.2 "Certificate" refers to the document produced by DQS MED UK that attests to the compliance of a management system or conformity of a product to the requirements of the Certification Scheme.

"Certification" refers to the services offered by DQS MED UK for compliance and conformity assessment.

2.3 "Certification Scheme" refers to the requirements defined by standard(s) or legislation required for accredited or designated certification.

2.3 "Certification Status" relates to the stage of Certification, including stages after Certificate issuance (withdrawal, suspension, and re-instatement).

2.4 "Client" refers to the other party that has engaged with DQS MED UK and entered into the Agreement for Certification.

2.5 "DQS Group" means the group of DQS companies including any subsidiary or holding company or partner of DQS MED UK. A current list of all members of the DQS Group is available at [DQS - About \(dqsglobal.com\)](https://www.dqsglobal.com).

2.6 "Website" means the DQS MED UK website available at [DQS UK - Certification, Audits and Assessment \(dqsglobal.com\)](https://www.dqs.com).

2.7 "UK GDPR" means the UK GDPR (being the General Data Protection Regulation), as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European

Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time)),

2.8 Note: within these GTC, "in writing" shall also be understood to mean "by email".

3 Application

3.1 These GTC apply to all Agreements made between Client and DQS MED UK, whether delivered directly by DQS MED UK or on its behalf by DQS Group.

3.2 These GTC apply throughout all stages of Certification. These GTC shall exclusively govern the Agreement to the exclusion of any other terms that Client may seek to impose or incorporate, whether by express agreement, implication by law, trade custom, practice or course of dealing.

3.3 Contrary or deviating terms and conditions proposed by individual clients shall not be accepted.

3.4 Save as expressly provided in the Agreement, no variation of the Agreement shall be effective unless it is in writing and duly executed by DQS MED UK and Client.

4 Effective date

4.1 The Agreement is effective when signed by both parties and the GTC may be updated by DQS from time to time. Updates are available on the Website and are notified to the Client.

5 Versions and amendments

5.1 The current version of GTC is on the Website. The legally binding version is composed in the English language, and this version shall take precedence in all matters.

5.2 DQS MED UK reserves the unqualified right to update GTC from time to time and at its sole discretion, without any obligation to provide prior notice to Client.

6 Obligations of DQS MED UK

6.1 DQS MED UK holds accreditation(s) and designation(s) that authorise it to issue assessment reports and certificates according to the various standards and specifications.

6.2 DQS MED UK shall perform the services as described in the Agreement with reasonable skill and care, including management of information information obtained or created during the performance of certification activities (see Clause 20). These services include verification of the compliance and effectiveness of Client's certified management system and conformity assessment of technical documentation.

6.3 To conduct these activities, DQS MED UK is granted by Client the right to access Client's facilities within the framework of the Certification Scheme requirements planned to:

- Observe operations;
- Inspect processes, products and services;
- Interview employees and representatives;
- Review documents and records; and
- Collect information using other audit techniques and methods.

6.4 DQS MED UK is granted by Client the right to perform activities remotely, at its discretion, and receive documentation from Client in order to support such activities.

6.5 DQS MED UK is granted by Client the right to implement additional activities to verify implementation of changes by Client, as required.

6.6 DQS MED UK is granted by Client the right undertake additional activities to verify the continued validity of the certificate, including unannounced audits, as warranted, including where DQS MED UK receives information from third parties which impugn or dispute the compliance or effectiveness of a management system or the conformity of the product certified by DQS MED UK. Client shall bear the costs associated with such activities.

6.7 DQS MED UK shall render its services in compliance with:

- All applicable legislation and regulations; and
- All relevant international standards that govern the provision of accredited Certification; and
- Any relevant standard, private standard or code of practice expressly governing the services in GTC and Agreement.

6.8 DQS MED UK shall provide Client with a written report of the result of the assessment conducted.

6.9 DQS MED UK shall notify Client of any alterations to the Certification Scheme or the adoption and implementation of new or revised requirements by DQS MED UK, including amendments to the GTC.

7 Obligations of Client

7.1 Client shall ensure continuous fulfilment of the requirements of the applicable Certification Scheme.

7.2 Client shall provide DQS MED UK with complete and accurate information relevant to the services requested, including any updates, in a timely manner.

7.3 Client hereby agrees to allow DQS MED UK the rights to share the information with other DQS Group entities for business purposes.

7.4 Client further agrees to allow DQS MED UK to share the information with regulatory authorities for purposes pertaining to its accreditation(s) and designation(s).

7.5 Client shall immediately notify DQS MED UK of any event or change that may adversely affect the outcome or continued validity of any certificate or that, if left unaddressed, may invalidate current certificates.

7.6 Client shall notify DQS MED UK in advance of any planned changes that could potentially invalidate current Certificates.

7.7 Such changes include, but are not limited to:

- Purchase/sale of all or part of the certified organisation or product portfolio; or
- Any changes in ownership; or
- Major changes in operations; or
- Changes in organisation and management, including, but not limited to, key managerial, decision-making or technical staff; or
- New contact information; or
- Changes to sites and locations; or
- Changes to critical subcontractors; or
- Significant alterations in processes.

7.8 Client shall promptly notify DQS MED UK in the event of:

- Any adverse incidents concerning the affected product or service and any restrictions or prohibition imposed by any regulators on the use or marketing of such product or service; or
- Receipt of vigilance reports relating to the relevant product or device; or
- Proposed changes to the certified quality management system or products; or
- Information suggesting a public health threat relating to certified products; or
- Changes that could invalidate Certificates including, but not limited to:
 - Incidents, such as serious accidents or breaches of regulatory or legal obligations; or
 - Financial changes, such as filing for bankruptcy or composition proceedings; or
 - Product recall.
- Any third-party complaints received by Client in relation to certified product(s) or service(s) and steps taken to resolve them.
- Any potential or perceived conflicts of interest that may arise before or during Certification.

7.9 This notification to DQS MED UK is in addition to Client's reporting obligations to regulatory authorities.

7.10 Client shall respond promptly to all reasonable inquiries from DQS MED UK and provide reasonable assistance, including access to premises, to facilitate the requested services, including conduct of the audit, examination of documentation, and access to all processes

and areas, records, and personnel for the purposes of initial certification, surveillance, recertification and additional activities, such as unannounced audits and investigation of third-party complaints, as necessary. Client shall bear the costs associated with such visits.

7.11 Client shall support DQS MED UK in obtaining access to any third-party site(s) as reasonably required to comply with the Certification Scheme requirements, including obtaining consent from the third party for such visits. Client shall bear the costs of such visits.

7.12 Client hereby agrees to pay DQS MED UK invoices promptly via cleared funds within the timeframe stipulated on the invoice.

7.15 Client shall adhere to the directives of DQS MED UK available on the Website regarding any public references to Certificate status and shall refrain from making any misleading statements regarding Certification or Certificates or allowing such statements to take place. Client shall refrain from using Certificates and other documents, or parts thereof, in a misleading manner or of allowing such use to take place.

7.16 Where DQS MED UK is of the opinion that Client has released false, misleading or incorrect information, announcements or publications related to DQS MED UK or its Certificates, Client shall be obliged to rectify the issue promptly and to the satisfaction of DQS MED UK. Failure to comply is material breach of this Agreement.

7.17 Client shall not implicitly suggest that Certificates extend beyond their defined scope or use Certificates in a way which would bring DQS MED UK and/or the Certificate Scheme into disrepute.

7.18 Client shall remain responsible for all documentation, including declaration of conformity and other statements made, to support Certification.

7.19 Client shall remain responsible at all times for compliance; product safety and performance; and towards third parties, including the public, regulatory authorities and legal requirements.

8 Quotations

8.1 Unless otherwise specified, quotations issued by DQS MED UK shall be valid for a period of sixty (60) days from date of issuance.

8.2 A quotation shall not constitute a binding offer.

9 Assignment of personnel

9.1 The assignment of sufficient and suitably qualified personnel for the execution of services including assessments and reviews rests solely with DQS MED UK.

9.2 Where requested, DQS MED UK will provide Client with the professional profile of the assessors.

9.3 DQS MED UK agrees to use only assessors who possess the requisite qualifications, experience and personal capabilities necessary for the assigned tasks. These assessors shall be authorised for the required standard(s) or specification(s) and will possess pertinent expertise in Client's area of operation, as well as in management and auditing.

9.4 DQS MED UK may appoint a team comprised of one or more assessors to conduct specific assessments or Certification processes.

9.5 DQS MED UK shall notify Client with regard to the composition of the audit team.

9.6 Client is entitled to reject the assessor(s) proposed by DQS MED UK, substantiating such rejection with appropriate written justification, particularly where there is a potential conflict of interest. The request to reject an assessor is submitted via the appeals procedure within 5 working days of receiving notification of the audit team composition, which is on the Website.

9.7 DQS MED UK retains the right to, at its discretion, substitute such appointed personnel at any time. Where an assessor becomes unavailable, DQS MED UK shall endeavour to find a replacement possessing the requisite competency to perform the assigned tasks.

9.8 DQS MED UK reserves the right to sub-contract or engage third parties for the execution of certain activities, while bearing full responsibility for the outcome of such activities.

10 Assessment

10.1 Service delivery activities are scheduled, to the extent possible, at a mutually convenient dates for both parties in adherence with timeframes stipulated by the applicable requirements of the Certification Scheme.

10.2 Dates for scheduled activities shall be mutually agreed upon in writing and, once confirmed, shall be deemed binding. The agreement to dates shall not apply to unannounced audits.

10.3 Any modifications to scheduled activities proposed by Client could incur costs and may also invalidate Certificates.

10.4 Where activities are not delivered in whole or in part due to Client's actions, including, but not limited to, documents being unavailable, personnel being unavailable, and denial of entrance to audit sites, DQS MED UK reserves the right to charge the costs incurred and service delivery fees in full or in part.

10.5 Client acknowledges and accepts that the assessment process relies on sampling information available at the time of the activity. DQS MED UK shall not and does not undertake verification of the accuracy or completeness of any information furnished by Client. It follows that deficiencies in the system or product may remain unidentified during the course in the activities even where a certificate is issued.

10.6 DQS MED UK bears no liability for any losses, costs, or damages incurred or sustained by Client as a result of incomplete or inaccurate information provided by Client.

10.7 The scope and extent of services requested is specified in writing at the time of application as per the applicable application form for the Certification Scheme and subsequently modified through change notifications.

10.8 During an audit or technical documentation review, qualified and experienced assessors review the objective evidence provided by Client against the criteria for the requested Certification.

10.9 Where assessments are performed at the Client's premises, or the premises of any critical subcontractors or suppliers, Client shall ensure details of all health and safety rules, security and other requirements for visitors to its sites are provided to DQS MED UK in advance of the visit. Client shall ensure the safety of DQS MED UK personnel at all times during the assessment.

10.10 DQS MED UK retains the unassailable right to terminate any assessment activity without incurring breach of contract, should there be reasonable belief that there is a safety risk, or in the event that Client fails to comply with the relevant health and safety rules. This provision extends to circumstances where DQS MED UK personnel perceive threats or undue pressure from Client personnel. The Client shall not be entitled to a refund of fees incurred for the terminated assessment or any related fees stated as non-refundable in the original quote or offer.

10.11 All assessments conducted by DQS MED UK are independent, neutral and objective. Client shall actively support the assessment process and refrain from taking any actions that may compromise independence, neutrality and objectivity. This prohibition includes, but is not limited to, ensuring that no offers of consultancy, employment or monetary awards are made to the assessors.

10.12 In the event of a perceived or actual conflict of interest, DQS MED UK shall promptly address the situation and initiate an investigation. DQS MED UK reserves the right to resolve conflicts of interest by suspending affected service delivery until the investigation is concluded. The DQS MED UK policy on Impartiality and independence is available on the Website.

10.13 As required and in addition to scheduled activities, DQS MED UK shall conduct unannounced audits on the premises of Client and its critical subcontractors and suppliers. The requirement for unannounced audits of critical subcontractors and suppliers shall stipulated in the contracts between Client and those parties.

10.14 Where Client requests changes to the agreed service or additional services, including partial or full reassessments for any other reason, including the perceived non-fulfilment of requirements or expectations by DQS MED UK, Client shall be charged separately for the costs incurred by DQS MED UK in carrying out such reassessment.

11 Audit attendees

11.1 Client acknowledges and accepts that the audit attendees may include individuals other than auditors, including, but not limited to trainees, mentors, experts and third-party observers. Client agrees to provide its full cooperation to facilitate such activities. The presence of these attendees will not affect the fees associated with the audit. Where observers are part of the audit team, DQS MED UK will, where possible, provide their identity in advance to any audit and these individuals shall be subject to confidentiality obligations to the same level as those DQS MED UK owes to Client.

12 Reports and Certificates

12.1 Where criteria are met, DQS MED UK shall issue a certificate. The certificate confirms the scope of the assessment and is valid for a limited time.

12.2 DQS MED UK retains exclusive authority for the certificate decision and remains the owner of all certificates and reports it issues.

12.3 Client may disclose reports to third parties, as long as the certificate or report is not altered, translated, amended, redacted, abridged or presented in a form other than that originally issued by DQS MED UK.

12.4 Where Client shares reports and/or certificates with third parties, either with or without DQS MED UK's prior consent, Client shall indemnify and hold DQS MED UK and DQS Group harmless against all costs, losses including reasonable legal fees and proceedings incurred or suffered by DQS MED UK arising from or related to any reliance on such documents.

12.5 Where DQS MED UK is of the reasonable opinion that Client fails to comply with the requirements of the Certification Scheme, including any of obligations under this Agreement, DQS MED UK reserves the right to decline certificate issuance or to withdraw, restrict or suspend issued certificates at its sole discretion, and immediately terminate the Agreement.

12.6 DQS MED UK shall not be held liable for any costs incurred by Client due to a reduction of the scope of the Certificate, Certificate withdrawal, restriction or suspension, or its consequences.

13 Use of certificate, marks and logos

13.1 On issuance of valid Certificate(s), DQS MED UK hereby grants to Client a restricted, non-exclusive licence to use the certificate and associated marks and logos for the duration of certificate's validity. The Certificate's validity is explicitly indicated on the face of the Certificate so long as the requirements of the Agreement are met. Client shall ensure that, in any reference to Certificate(s), there is no ambiguity. This requirement extends to the conformity symbol or accompanying text regarding what has been certified. DQS MED UK is obliged to verify the accurate use of certificates, marks and logos. The policy on use and misuse of marks is available on Website.

13.2 Client expressly prohibited from amending the content or modifying the appearance of the documentation (reports or certificates), marks or logos. Certificates and marks may be used for promotion in accordance with the provision of these GTC. Marks may not be affixed to a product or used in such a way as to give the impression that the product is in conformity to the standard or specification on which they are based.

13.3 Certificates and marks are non-transferrable to successors in title or other organizations.

13.4 Client shall refrain from using the name of DQS MED UK or DQS Group for any purpose other than in connection with Certification, without prior written consent of DQS MED UK.

13.5 Once a certificate is no longer valid, Client must immediately cease all use of marks and the certificate, including any promotions and references in company brochures. Where the scope of the certificate is restricted or reduced, Client immediately adapt use of the certificate and cease all use of marks and the certificate that have been excluded.

13.6 Where a certificate grants the right to use any mark owned or regulated by a third-party:

- Client undertakes, warrants and represents that any use of third-party conformity marks shall fully comply with the requirements of that third-party and shall be accurate in all respects and shall be in no way misleading; and
- Client agrees to indemnify and hold DQS MED UK and DQS Group harmless against any costs or losses that DQS MED UK or DQS Group may incur due to, arising from, or related to any claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions made against DQS MED UK or DQS Group by any third party in relation to:
 - Client's failure to comply with any regulation(s) or law(s) or other requirement(s) specifically governing the use of such conformity mark; or
 - Client's use or display of such conformity mark in relation to products; or

- Client's continued use of such marks when Certificate(s) is/are no longer valid, including, but not limited to, cases where Client has introduced changes to the management system and/or product that have not been assessed by DQS MED UK; and

- Any instance where the product is or is alleged not to be fit for purpose, regardless of the factual basis of such allegations.

This indemnity shall remain binding after the termination of the Agreement; and

- Client agrees to immediately cease the use and display of such conformity mark in the event the certificate becomes invalid.

14 Sharing of information with Regulatory Authorities

14.1 Client acknowledges and accepts that assessment reports and other documents used in service delivery by DQS MED UK may be examined by, or passed to, third-party regulatory authorities.

14.2 Client acknowledges and accepts that DQS MED UK is required to report information to regulatory authorities, as applicable to the scope of, including, but not limited to:

- Issued and amended certificates; or
- Declined Certification application or certificate refusal, accompanied with justification; or
- Certificates with extensions and reductions in scope; or
- Suspended certificates; or
- Reinstated certificates; or
- Withdrawn (mandatory and voluntary) certificates; or
- Refusal of entry at an unannounced audit.

15 Counterfeit Product

15.1 Client shall take all requisite measures to prevent distribution of any counterfeit product falsely claiming to be associated with the Client's product and having any connection with DQS MED UK.

15.2 As soon as Client becomes aware of counterfeit product, Client shall notify DQS MED UK of such counterfeit product and its proposed actions to prevent distribution.

DQS MED UK retains the discretionary right to make a public statement concerning the counterfeit product.

16 Appeals

16.1 Client has the right to lodge appeals against decisions by DQS MED UK. Such appeals must be raised within a timeframe of 21 days from the date of the decision and must be

submitted through the Website. Where appeals are received after this date, DQS MED UK reserves the right to refuse to process such appeals at its sole discretion.

16.2 The decision of DQS MED UK shall remain in effect while the appeal investigation is ongoing and both DQS MED UK and Client concur that the decision resulting from the appeal process is final.

17 Complaints regarding DQS services

17.1 Where Client believes that the reasonable expectations and requirements of Certification by DQS MED UK have not been met, Client retains the right to file a complaint using the DQS MED UK Website.

17.2 Complaints should be submitted within a timeframe of 14 days from the receipt of services that do not meet reasonable expectations or fulfil requirements. Where complaints are received after this date, DQS MED UK reserves the right to refuse to process such complaints at its sole discretion.

18 Complaints regarding Client

18.1 Complaints regarding any DQS MED UK client may be submitted to DQS MED UK using the Website.

18.2 DQS MED UK shall undertake reasonable efforts to investigate all complaints, including an assessment of their validity and accuracy. The findings of the investigation shall be reported to the relevant stakeholders, as applicable, except where such disclosure is prohibited by any applicable law (including, without limitation, the Data Protection Act 2018 and any subordinate legislation). Where DQS MED UK deems that the complaint well-founded, Client shall take measures to satisfy the complainant to the greatest extent possible within an agreed timeline.

19 Public information

19.1 DQS MED UK reserves the right to disclose or make public the Client's name, certified organisation's address, scope of Certificates, and Certificate status. This includes uploading information to national registers and other external databases, as necessitated for specific Certification Schemes.

19.2 Client consents to the publication of such information and the storage, accessibility and viewing thereof by third parties.

19.3 Where Client requires redaction or restriction of information made public, a request must be sent to DQS MED UK with full justification. DQS MED UK has the right to refuse such a request, with justification.

20 Confidentiality

20.1 DQS MED UK commits to safeguarding the confidentiality of all confidential information belonging to Client to the same degree that it protects its own information of a similar nature and not less than a reasonable standard of confidentiality. All personnel associated with DQS MED UK and at all levels of its structure, including committees and external bodies or individuals acting on its behalf, are bound by DQS MED UK's Code of Ethics and other statements affirming their commitment to confidentiality.

20.2 Information shall be deemed confidential where it is not publicly available. This confidentiality obligation extends to both internal matters of Client and its business relationships, including verbal and written assessment results. These provisions do not apply when information is already in the public domain, made available without confidential obligations or demonstrably in the possession of the receiving party prior to receipt. This also applies to the verbal and written results of the audit.

20.3 DQS MED UK shall not disclose confidential information to third parties without the written authorization of Client, except when legally required or explicitly provided for in the Agreement. The authorisation extends to situations where DQS MED UK reasonably believes that there is a health or safety risk.

20.4 In the case where statutory provisions or requests from a competent regulator necessitate or contractual obligations permit the disclosure of confidential information, DQS MED UK shall notify Client or the affected party, unless such notification is expressly prohibited by law.

20.5 Client is obliged to maintain strict confidentiality regarding any information disclosed within the terms of the Agreement. This obligation extends to knowledge pertaining to DQS MED UK, its processes, and employees, including personnel engaged in activities on behalf of DQS MED UK. Client also assumes this obligation on behalf of any vicarious agents and auxiliary persons associated with Client in any capacity.

20.6 This confidentiality obligation shall endure during and after termination of the Agreement.

20.7 DQS MED UK and Client, as well as their vicarious agents and auxiliary persons, shall exercise due diligence to ensure that all information, including that generated during Certification, is not forwarded, exploited, or disclosed without the other party's authorisation. This provision does not preclude the rights of DQS MED UK to create copies of written documents provided for review or during Certification for its own records.

20.8 Notwithstanding the aforementioned clauses, DQS MED UK may utilise anonymised information for business purposes, including analysis and training.

21 Data storage and retention

21.1 Client consents to DQS MED UK retaining any and all records pertaining to Certification for a duration deemed necessary based on the lifetime of the medical device.

21.2 Notwithstanding the aforementioned clauses, Client hereby authorizes DQS MED UK to transmit unencrypted confidential information and other related data through the Internet or a public network to designated e-mail addresses or other specified locations provided by Client. Client expressly acknowledges and accepts that DQS MED UK cannot ensure the absolute privacy and confidentiality of such transmissions. Client agrees further that DQS MED UK's transmission of confidential information via the Internet or other public network shall not be construed as a breach of any confidentiality obligation under these GTC and DQS MED UK shall bear no liability for any damages resulting from such transmissions. It is understood that DQS MED UK shall handle such confidential information with a level of care commensurate with the care exercised for its own confidential information.

21.3 In the event that Client hyperlinks to the Website, Client acknowledges and agrees to the following:

- The information contained on the Website is the proprietary property of DQS MED UK; and
- The linking website shall direct users to the Website as presented by DQS MED UK, without imposing any frames, browser windows or third-party content; and
- The linking website shall not state or imply that Client or its products or services are endorsed by DQS MED UK.

22 Personal data

22.1 In this clause "Data Protection Legislation" shall refer to the data protection and privacy legislation in effect from time to time in the United Kingdom including but not limited to the UK GDPR, General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018. "Personal Data", "Processor" and "Controller" have the meaning given in the Data Protection Legislation.

22.2 Client and DQS MED UK acknowledge and affirm that, for the purpose of Certification certain Personal Data, including, but not limited to, names and contact details, may be shared and processed.

22.3 Where DQS MED UK processes personal data in the course of Certification, it shall be deemed as a Processor, with Client acting as Controller responsible for such Personal Data. DQS MED UK shall restrict processing of personal data to the extent strictly necessary for Certification.

22.4 DQS MED UK shall act as a processor in respect of the Personal Data and will process the Personal Data provided to us by Client or on Client's behalf as required for Certification, legal and regulatory compliance.

22.5 Client warrants and represents that it has any necessary consent, provided any necessary notice and done all other things required under the Data Protection Legislation to disclose Personal Data to DQS MED UK in connection with Certification.

22.6 DQS MED UK shall comply at all times with our obligations under Data Protection Legislation in respect of the Personal Data we process in connection with Certification.

22.7 DQS MED UK shall:

- only process the Personal Data: (a) to the extent necessary to provide Certification; (b) in accordance with Client's specific instructions (save to the extent DQS MED UK reasonably consider such instructions infringe Data Protection Legislation, in which case DQS MED UK shall notify Client); or (c) as required by any competent authority or applicable law;
- implement appropriate technical and organisational measures to maintain the security of the Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to that Personal Data;
- keep Personal Data confidential in accordance with DQS MED UK confidentiality obligations;
- notify Client in writing without undue delay of discovery of, and provide reasonable cooperation in the event of, any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data in DQS MED UK's possession or control;
- provide full cooperation and assistance to Client in relation to any request by a data subject to have access to Personal Data held about them or in relation to a reasonable request, allegation or complaint by a competent authority or data subject and, unless prevented from doing so by applicable law, DQS MED UK will notify Client in writing without undue delay of receipt of any request and in any event within 5 days of receipt of any request; and
- delete or return all Personal Data to Client upon request on termination or expiry of our engagement and destroy all copies of the Personal Data (save to the extent that retention of copies is required by applicable law or professional regulation).

22.8 DQS MED UK shall maintain a record of DQS MED UK processing activities and provide such cooperation and information to Client as is necessary for Client to demonstrate compliance with your obligations under Data Protection Legislation.

22.9 Save as may be set out in the Agreement, DQS MED UK shall not use any subcontractor to process Personal Data as a sub-processor without Client prior written consent other than DQS Group or third parties who facilitate the administration of DQS MED UK's business.

22.10 Client and DQS MED UK commit to complying with the provisions of the Data Protection Legislation in their handling of such Personal Data. Both parties shall ensure the presence of the requisite notices and consents that enable the lawful transfer of any personal data to DQS MED UK. In addition, DQS MED UK stores Client data for the purpose of service delivery.

22.11 The DQS MED UK data protection officer is appointed and available at UKquality@dqs.de

23 Data Breach Notification

23.1 DQS MED UK undertakes to promptly inform Client of any data breach or infringement in connection with Personal Data. Unless it is improbable that the infringement concerning personal data constitutes a risk to the rights and freedoms of natural persons, DQS MED UK commits to providing Client with all relevant information and fact about the said infringement or breach.

24 Intellectual Property

24.1 All Intellectual Property Rights arising out of or in connection with Certification (excluding Intellectual Property Rights in any materials provided by Client) shall be vested in and owned by DQS MED UK. For the purpose of this clause, "Intellectual Property Rights" encompasses patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, whether registered or unregistered, including applications, renewals, extensions and all similar or equivalent rights, globally and for the duration of their existence.

25 Terms of payment

25.1 DQS MED UK shall invoice for services rendered. Reasonable advances covering expenses and up to the total service cost may be stipulated. The invoice may not necessarily encompass the full costs associated with service delivery, as additional costs may be applicable. Partial invoices do not need to be designated as such.

25.2 Invoices are payable within 30 days of the issuance date.

25.3 Payments may only be made by electronic transfer to the account detailed on the invoice.

25.4 Should Client have reasonable belief that an invoice is incorrect, Client is obliged to formally notify DQS MED UK in writing within 5 days of receipt of the contested invoice. Non-payment of the disputed sum during the negotiation phase shall not be construed as a breach the Agreement. DQS MED UK and Client pledge to engage in good faith to make all requisite efforts to resolve the dispute. Upon resolution, the original payment terms of the contested invoice shall resume as if no dispute had been raised. DQS MED UK shall bear no responsibility for any delays to service delivery or ruptures in Certification or their resulting consequences, arising from delays relating to the resolution of disputed invoices.

25.5 In the event of delayed payment, DQS MED UK is entitled to levy interest at the rate set by the Bank of England charged daily plus 4%.

25.6 Client shall indemnify DQS MED UK for all costs and expenses incurred in the recovery of debts from Client or in the maintenance or enforcement of any other rights against Client. This indemnity includes, but is not limited to, payments made to third parties engaged by DQS MED UK and all reasonable in-house expenses related to the execution of such measures.

25.7 Where payment is not received according to the conditions in the accepted offer or quotation, DQS MED UK reserves the right to withdraw Certificate(s).

26 Fees

26.1 Client shall remit fees to DQS MED UK for Certification, including, but not limited to:

- Application fee for services; and
- System assessments and evaluation of technical documentation fees; and
- Annual service fees and other service fees; and
- Certificate decision fees; and
- Planning meeting fees; and
- Certificate fees; and
- Incidental costs, including costs related to managing competent authority consultations; and
- Fees concerning activities terminated before completion, including expenses; and
- Extra-ordinary fees pertaining to additional activities related to Client's Certification, including, but not limited to, the investigation of 3rd party complaints and responses to public health threats or other safety concerns; and
- Administration fees for changes requested by Client, including modifications to certificate particulars.

26.2 All fees charged by DQS MED UK are exclusive of sales, value added tax or other tax.

26.3 DQS MED UK periodically reviews its fee structure. Should any modifications be applied, Client shall receive prior notification followed by a 3-month transition period. Adjustments related to third-party prices or fee alternations will be exempt from the transition period.

27 Liability

27.1 Nothing in the Agreement shall serve to restrict or exclude the liability of DQS MED UK, its vicarious agents and auxiliary persons, for damages caused by:

- Fraud or fraudulent misrepresentation; or
- Death or personal injury caused by negligence; or
- Breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

27.2 Client shall indemnify and hold DQS MED UK harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) incurred by DQS MED UK in connection with any third-party claims for death, personal injury or property damage resulting from or related to DQS MED UK's provision of service on Client's or third-party premises, to the extent that such claims are attributable to the acts or omissions of Client, its vicarious agents and auxiliary persons.

27.3 DQS MED UK, its vicarious agents and auxiliary persons shall be liable to Client for direct damages resulting from negligence only in cases where there has been a breach of material term of the Agreement or where DQS MED UK has explicitly warranted the quality of the contractual performance. In the event of a direct, negligent, breach of essential contractual duty, DQS MED UK's liability shall be limited to foreseeable damage typically associated with the contract at the time of its conclusion.

27.4 DQS MED UK shall not be liable for failure to fulfil its obligations due to circumstances beyond its direct control ("force majeure"). During such events, DQS MED UK's obligations under the Agreement shall be suspended without liability to Client. Should such circumstances extend beyond 16 weeks, either party may terminate the Agreement with 14 days' prior written notice, without judicial intervention, and without any obligation to compensate the other party for damages.

27.5 Except in cases of intent, DQS MED UK's liability to Client for collateral damages, including those typical of the contract, shall be exempt in the event of slight negligence. In such cases, DQS MED UK's liability shall be limited to the typical and foreseeable average damage arising from the contract.

27.6 Any liability of DQS MED UK to Client shall cease if Client has not provided written notice of the liability within six (6) months after the date the liability was discovered or reasonably should have been discovered. Furthermore, DQS MED UK's liability to Client shall lapse if Client does not initiate legal action for damages within two years from the date on which DQS MED UK acted to cause the relevant damage.

27.7 DQS MED UK is excluded from any liability to Client for any loss of profit, loss or damage to goodwill, or any indirect or consequential loss arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

27.8 The total liability of DQS MED UK to Client for any claims, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement, shall not exceed an amount equal to the annual fees payable by Client in the year in which the claim, or claims, arose. This limitation of DQS MED UK's liability will survive termination of the Agreement.

28 Termination

28.1 Either party may terminate the Agreement at any time by providing the other party with written notice of termination, which shall not be less than 3 calendar months in advance.

28.2 The Agreement shall automatically terminate if a date for an initial assessment of Client has not been agreed upon with DQS MED UK prior to the end of one year from the date the Agreement was signed by Client.

28.3 In the event of termination by Client, DQS MED UK reserves the right to charge for services already provided but not yet invoiced.

Furthermore:

- If Client terminates less than eight weeks before the date of service provision, DQS MED UK shall invoice Client 80% of the contract's value, along with any travel expenses actually incurred in connection with the order or cancellation fees for travel already booked.

- If Client terminates less than seven working days before the date of service provision, DQS MED UK shall invoice Client 100% of the contract's value along with any travel expenses actually incurred in connection with the order placement or cancellation fees for travel already booked.

28.4 Without prejudice to any rights that have accrued under the Agreement, DQS MED UK may terminate the Contract with immediate effect by notice in the following circumstances:

- Client breaches any material obligation, and such breach remains unremedied after 30 days from the date of notification by DQS MED UK; or
 - A material breach is not remediable; or
 - Client challenges the validity or ownership of any DQS MED UK intellectual property rights;
- or
- DQS MED UK reasonably believes that Client does not comply with the requirements of any applicable law, standard or scheme governing its services;

- Where DQS MED UK declines Certification or withdraws all Certificates ; or
- DQS MED UK reasonably believes Client's conduct may bring DQS Group or the Certification Schemes into disrepute.

28.5 Without prejudice to any rights that have accrued under the Agreement, either party may immediately terminate the Agreement if the other party becomes insolvent, appoints a receiver, administrator or manager over its assets, goes into liquidation (except for solvent reconstruction or amalgamation), enters into a voluntary arrangement with its creditors, or ceases or threatens to cease its business.

28.6 After the termination or expiration of the Agreement, each party shall promptly destroy confidential information received from that party, with the exception of retaining necessary copies of documentation as evidence of the Certification results and for potential dispute resolution.

29 General

29.1 The Agreement does not create a partnership between the parties or to authorise either party to act as agent for the other.

29.2 Persons who are not party to the Agreement shall have no rights under or in connection with it.

29.3 The Agreement is personal to Client and Client may not assign, transfer or otherwise deal with its rights and obligations under the Agreement. DQS MED UK may assign its rights under the Agreement to a DQS Group company.

29.4 The Agreement constitutes the entire agreement between the parties, superseding all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, pertaining to its subject matter.

29.4 In the event of any inconsistency between the provisions of the Agreement and supporting documents, the provisions of the Agreement shall prevail. The Certification Agreement takes precedence over all documents. The GTC takes precedence over supporting documents including annexes, schedules, quotations, letters and other documents.

29.5 In the event this document or any part of the Agreement has been translated into a language other than English, the English version shall take precedence in the event of inconsistencies.

29.6 Failure to enforce a right or remedy under the Agreement, or any delay in doing so, shall not constitute a waiver of that right or remedy.

29.7 The Agreement is governed by English law, and the English courts have non-exclusive jurisdiction to settle any disputes or claims (including non-contractual disputes or claims) arising out of it.

29.8 If any court or competent authority deems any provision of the Agreement (or part of any provision) to be invalid, illegal or unenforceable, such provision or part-provision shall be deemed deleted, to the extent required, and the validity and enforceability of the remainder of the Agreement shall not be affected.

29.9 Any notices to a party in connection with the Agreement must be in writing and sent by email to the designated email address or delivered to the party's address set out in the Agreement.