General Terms and Conditions for Certification Services

1. GENERAL

1.1 Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between InTIC Assurance LLP (here onwards InTIC), any affiliated companies of InTIC or any of their agents to any person applying for certification services (the "Client") shall be governed by these General Conditions.

1.2 These General Conditions, and, as applicable, the Proposal, the Application, the Codes of Practice, the InTIC Certification Marks License Terms and Conditions constitute the entire agreement (the "Contract") between the Client and InTIC with respect to the subject matter hereof. Save as otherwise provided no variation to the Contract shall be valid unless it is in writing and signed by or on behalf of the Client and InTIC.

1.3 Where a Certificate is issued to the Client, INTIC will provide the Services using reasonable care and skill and in accordance with the Codes of Practice then in force of the relevant Certification Body. A copy of such Codes of Practice, and any amendments to it as may be issued from time to time, will be supplied by the Certification Body to the Client upon commencement of the Services.

2. DEFINITIONS

"Accreditation Body" means any organisation (whether public or private) having the authorisation to appoint Certification Bodies;

"Application" means the request for services by a Client;

"Certificate" means the Certificate issued by a competent Certification Body;

"Certification Body" means any INTIC company having the authorisation to issue Certificates; "Codes of Practice" means those codes of practice issued by a Certification Body in accordance with the relevant certification scheme;

"Proposal" means the outline of services to be rendered by INTIC to the Client.

"Report" a report issued by INTIC to the Client indicating whether or not a recommendation to issue a Certificate is to be made.

"INTIC Certification Mark License Terms and Conditions" means the terms and conditions of use of the licensed INTIC Certification Mark.

3. SERVICES

3.1 These General Conditions cover the following services ("the Services"):

a) System certification services: quality, environmental, safety, health and other management system certification in accordance with international or national standards;

b) Product conformity certification services in accordance with EC Directives or national legislation and product certification services in accordance with non-mandatory normative documents, specifications or technical regulations;

c) Service certification services in accordance with non-mandatory normative documents, specifications or technical regulations;

d) process certification services;

e) skills certification services.

3.2 On completion of an assessment programme, INTIC will prepare and submit to the Client a Report. Any recommendation given in a Report is not binding on the Certification Body and the decision to issue a Certificate is at the sole discretion of the Certification Body.

3.3 Client acknowledges that INTIC, either by entering into the Contract or by providing the Services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

3.4 Certification, suspension, withdrawal or cancellation of a Certificate shall be in accordance with the applicable Codes of Practice.

3.5 INTIC may delegate the performance of all or part of the Services to an agent or a subcontractor and Client authorises INTIC to disclose all information necessary for such performance to the agent or subcontractor.

4. OBLIGATIONS OF THE CLIENT

4.1 The Client shall ensure that all product samples, access, assistance, information, records, documentation and facilities are made available to INTIC when required by INTIC, including the assistance of properly qualified, briefed and authorised personnel of the Client. The Client shall in addition provide INTIC free of charge suitable space for conducting meetings.

4.2 So far as it is permitted by law, the Client acknowledges that, it has not been induced to enter into the Contract in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in these General Conditions and, to the extent that it has been it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto. Any conditions or stipulations included in the Client standard form documents which are inconsistent with, or which purport to modify or add to, these General

Conditions shall have no effect unless expressly accepted in writing by INTIC.

4.3 The Client shall take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the Services.

4.4 In order to allow INTIC to comply with the applicable health and safety legislation the Client shall provide INTIC with all available information regarding known or potential hazards likely to be encountered by INTIC personnel during their visits. INTIC shall take all reasonable steps ensure that whilst on the Client's premises, its personnel comply with all health and safety regulations of the Client, provided that the Client makes INTIC aware of the same.

4.5 The Client may only reproduce or publish extracts of any report of INTIC if the name of INTIC does not appear in any way or the Client has obtained the prior written authorisation of INTIC. INTIC reserves its rights to lodge a complaint in case of disclosure in breach of this clause or disclosure which INTIC considers in its sole discretion is abusive. The Client shall not publicise details of the way in which INTIC performs, conducts or executes its operations.

4.6 The Client shall immediately inform INTIC of any and all changes in their premises which may affect their management system, their service their products, their process or their skills. Any breach of this obligation to inform may lead to the withdrawal of the Certificate. Furthermore the Client is bound to inform INTIC of any major non conformity identified during internal audits undertaken by the Client, its partners or public authorities.

5. FEES AND PAYMENT

5.1 The fees quoted to the Client cover all stages leading to completion of the assessment programme or operations and the submission of a Report and of the periodic surveillances to be carried out by INTIC for the maintenance of the Certificate. As fees are based on the charge rate applicable at the time of submitting a Proposal, INTIC reserves the right to increase charges during the registration period. INTIC may also increase its fees if the Client's instructions change or are found to be not in accordance with the initial details supplied to INTIC prior to it providing the relevant fee quotation. Clients will be notified of any increase in fees.

5.2 Additional fees shall be charged for operations that are not included in the Proposal and for work required due to non- conformances being identified. These will include, without limitation, costs resulting from:

a) repeats of any part, or all, of the assessment programme or operations due to the registration procedures and rules not being met;

b) additional work due to suspension, withdrawal and/or reinstatement of a Certificate;

c) reassessment due to changes in the management system or products, process or services; or d) compliance with any subpoena for documents or testimony relating to work performed by INTIC.

5.3 Without prejudice to clause 5.2, additional fees will be payable at INTIC's charging rates in force from time to time in respect of rush orders, cancellation or rescheduling of services or any partial or full repeats of the assessment programme or operations which are required as set out in the Codes of Practice.

5.4 A copy of INTIC' prevailing charging rates is available on request from INTIC.

5.5 Unless otherwise stated all fees quoted are exclusive of travelling and subsistence costs (which will be charged to the Client in accordance with InTIC Travel Expense Policy). All fees and additional charges are exclusive of any applicable Value Added Tax, Sales Tax or similar tax in the country concerned.

5.6 Following submission of the Report to the Client, InTIC shall issue an invoice to the Client. Invoices for additional and further work will be issued on completion of the relevant task. Unless advance payment has been agreed upon, all invoices are payable within thirty (30) days of the date of each invoice (the "Due Date") regardless of whether the Client's system or products qualify for certification failing which interest will become due at a rate of 18% per month (or such other rate as may be established in the invoice) from the Due Date up to including the date payment is actually received.

5.7 Any use by the Client of any Report or Certificate or the information contained therein is conditional upon the timely payment of all fees and charges. In addition to the remedies set out in the Codes of Practice, InTIC reserves the right to cease or suspend all work and/ or cause the suspension or withdrawal of any Certificate for a Client who fails duly to pay an invoice.

5.8 Client shall not be entitled to retain or defer payment of any sums due to InTIC on account of any dispute, counter claim or set off which may allege against InTIC.

5.9 InTIC may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

5.10 Client shall pay all InTIC' collection costs including reasonable attorney's fees and related costs.

6. ARCHIVAL STORAGE

6.1 InTIC shall retain in its archive for the period required by the relevant Accreditation Body or by law in the country of the Certification Body all materials relating to the

assessment programme and surveillance programme relating to that Certificate.

6.2 At the end of the archive period, InTIC shall transfer, retain or dispose of the materials at its discretion, unless instructed otherwise by the Client. Fees for carrying out such instructions will be invoiced to the Client.

7. REPORT AND CERTIFICATE OWNERSHIP AND INTELLECTUAL PROPERTY

Any document including, but not limited to any Report or any Certificate, provided by InTIC and the copyright contained therein shall be and remain the property of InTIC and the Client shall not alter or misrepresent the contents of such documents in any way. The Client shall be entitled to make copies for its internal purposes only. Duplicates of Certificates are available upon request for external communication purposes.

8. COMMUNICATION

The Client may promote its certification in accordance with the terms set out in the Regulations governing the use of the certification marks. Use of InTIC' corporate name or any other registered trademarks for advertising purposes is not permitted without InTIC' prior written consent.

9. CONFIDENTIALITY

9.1 As used herein, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the Contract or information as to the business of the other party provided, however, that Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; (3) is disclosed to a party by an independent third party with a right to make such disclosure.

9.2 Unless required by law or by a judicial, governmental or other regulatory body, neither party nor their agents or subcontractors shall use the Confidential Information other than for the purpose of the Contract nor disclose the other's Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

10. DURATION AND TERMINATION

10.1 Unless otherwise agreed, the Contract shall continue (subject to the termination rights set out in these General Conditions) for the term set forth in the Proposal (the "Initial Term"). On expiry of the Initial Term, the Contract shall renew automatically unless and until either party notifies the other in writing that the Contract will terminate at least three months prior to the expiry of the Initial Term or on three months' notice any time after the Initial Term.

10.2 InTIC is entitled, at any time prior to the issue of a Certificate, to terminate the Contract if the Client is in material breach of its obligations and, following receipt of notice of such breach, the Client fails to remedy to the satisfaction of InTIC such breach within 30 days.

10.3 Either Party shall be entitled to terminate immediately the provision of the Services in the event of any arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other Party.

10.4 Unless otherwise agreed in writing, the rights and obligations of the parties defined in clauses 8, 9, 12, 13 and 14 shall apply notwithstanding the completion of the Services or termination of the Contract.

10.5 In case the Client transfers its activities to another organisation, the transfer of the Certificate is subject to the Certification Body's prior written consent. Where such consent is given, the use of the Certificate by such new organisation shall be governed by the Contract.

11. FORCE MAJEURE

If InTIC is prevented from performing or completing any service for which the Contract has been made by reason of any cause whatsoever outside InTIC' control, including, but not limited to, acts of god, war, terrorist activity or industrial action; failure to obtain permits licenses or registrations; illness, death or resignation of personnel or failure by Client to comply with any of its obligations under the Contract, the Client will pay to InTIC:

a) the amount of all abortive expenditures actually made or incurred;

b) a proportion of the agreed fees equal to the proportion (if any) of the service actually carried out;

and InTIC shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.

12. LIMITATION OF LIABILITY AND INDEMNITY

12.1 InTIC undertakes to exercise due care and skill in the performance of the Services and accepts responsibility only in cases of proven negligence.

12.2 Nothing in these General Conditions shall exclude or limit InTIC' liability to the Client for death or personal injury or for fraud or any other matter resulting from InTIC' negligence for which it would be illegal to exclude or limit its liability.

12.3 Subject to clause 12.2, the total liability of InTIC to the Client in respect of any claim for loss, damage or

expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to InTIC under the Contract (excluding Value Added Tax thereon).

12.4 Subject to clause 12.2, InTIC shall have no liability to the Client for claim for loss, damage or expense unless arbitral proceedings are commenced within one year after the date of the performance by InTIC of the service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.

12.5 Subject to clause 12.2, InTIC shall not be liable to the Client nor to any third party:

a) for any loss, damage or expense arising from (

i) a failure by Client to comply with any of its obligations herein

(ii) any actions taken or not taken on the basis of the Reports or the Certificates; and

(iii) any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information provided to InTIC;

b) for loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation product liability claims) that may be suffered by the Client; and

c) any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

12.6 Except for cases of proven negligence or fraud by InTIC, the Client further agrees to hold harmless and indemnify InTIC and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising (i) relating to the performance, purported performance or non-performance, of the Services or (ii) out of or in connection with the Client's product, process or service the subject of the certification (including, without limitation, product liability claims).

12.7 Each party shall take out adequate insurance to cover its liabilities under the Contract.

13. MISCELLANEOUS

13.1 If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.2 Except as expressly provided for herein, the Client may not assign or transfer any of its rights hereunder without InTIC' prior written consent.

13.3 Neither party shall assign the Contract without the prior written consent of the other Party such consent shall not be unreasonably withheld. Any assignment shall not relieve the assignor from any liability or obligation under the Contract.

13.4 A Party giving notice under these General Conditions must do so in writing with such notice being hand delivered or sent by prepaid, first class post or facsimile to the address for the other Party as set out in the Application. A notice will be deemed received by the other Party:

a) if hand delivered, on the date of delivery;

b) if sent by first class post, three days after the date of posting;

c) if sent by facsimile, the time indicated on the sending Party's facsimile transmission confirmation message.

13.5 The Parties acknowledge that InTIC provides the Services to the Client as an independent contractor and that the Contract does not create any partnership, agency, employment or fiduciary relationship between InTIC and the Client.

13.6 Any failure by InTIC to require the Client to perform any of its obligations under these General Conditions or the Contract shall not constitute a waiver of its right to require performance of that or any other obligation.

14. DISPUTES

Unless specifically agreed otherwise, all disputes arising out or in connection with these General Conditions or the Contract shall be governed by the laws of India. The arbitration shall take place in Mumbai (India) and be conducted in the English language