

GENERAL CONDITIONS FOR CERTIFICATION SERVICES

- 1.0 Albion should procure certificates on behalf of the client. Any advice provided by Albion (Overseas) Limited during this process will be done so in good faith. Albion will not be liable for any certificate delays or denied certificates by the Government agency.
- 1.1 Where a Certificate is issued to the Client, Albion will provide the Services using reasonable care and skill and in force of the relevant Government Agency. In the event of any changes to terms of certification issuance, Albion and its partners or associates will not be held responsible.
- 1.2 Suspension, withdrawal or cancellation of a Certificate shall be in accordance with the applicable issuing government agency.
- 1.2.1 Once application process has commenced, fees are non-refundable.
- 1.3 The Client shall ensure that all product samples, information and documentation are made available to Albion when required by Albion, including the assistance of properly qualified, briefed and authorised personnel of the Client.
- 1.4 For product conformity certification, the Client shall comply with all the provisions of the Government Agency.
- 1.5 Any use by the Client of any Certificate or the information contained therein is conditional upon the timely payment of all fees and charges. Albion 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.
- 1.6 In case the Client transfers its activities to another organisation, the transfer of the Certificate is subject to the Government Agency prior written consent. Where such consent is given, the use of the Certificate by such new organisation shall be governed by the Contract.
- 1.7 The Parties acknowledge that Albion provides the Services to the Client as an independent contractor and that the Contract does not create any partnership or other relationship between Albion and the Client.
- 1.8 Albion 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 fails to remedy to the satisfaction of Albion within 30 days.
- 1.9 Albion shall not be liable to the Client nor to any third party 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 Certificates; and (iii) any incorrect results or Certificates arising from unclear, erroneous, incomplete, misleading or false information provided to Albion or by Albion.
- 2.0 Client shall not be entitled to retain or defer payment of any sums due to Albion on account of any dispute, counter claim or set off which may be alleged against Albion.