

GENERAL CONDITIONS OF SERVICE AT GLOBAL CERTIFICATION AND MONITORING SERVICES

1. GENERAL

- All offers of services and all contractual relationship(s) between any branch of the GCMS group and shall be governed by these general conditions of service.
- Only official representative of the client is the main contact with Global Certification and Monitoring Services (hereinafter GCMS), and no other party is allowed to give information, request changes on the scope of the certification or request the delivery of reports or certificates.

2. PROVISION OF SERVICES

- GCMS will provide certification services using internationally recognized competencies and in accordance with the specific scheme requirements.
- GCMS services are governed by GCMS group's internal procedures, the requirements of each specific scheme, and the applicable legal requirements in the geographical location of its branches.
- Information stated in Reports of Findings is derived from the results of auditing, inspection or testing procedures carried out at the client premises and in accordance with its instructions.
- GCMS inform the client in advance of any outsourcing of the provided services, to provide the client with an opportunity to object. Client must agree that GCMS is outsourcing third party's resources, to disclose client's information and/or share the results of the evaluation. Reports of Findings issued by GCMS will reflect the facts of its intervention only and within the limits of the instructions.
- GCMS ensure that certification decisions are made impartially and based solely on objective evidence, and that any risks to impartiality shall be identified, assessed, and mitigated.
- GCMS commit to remind the client about the status of its certificate, and to provide all information related to its certification process upon request.

3. OBLIGATIONS OF CLIENT

- The client shall provide sufficient information and documents required by the team, during the application review period, to enable the required services to be performed.
- Procure all necessary access for the GCMS team to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services.
- Ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services.
- Comply with the requirements of the specific certification scheme and in case of any changes in the requirements the Customer undertakes the responsibility to make the necessary changes to maintain its compliance.
- To inform GCMS about any planned changes affecting the scope of certification before making them and without delay.

4. FEES AND PAYMENT

- Fees of certification services are agreed between GCMS and the client, as described in the agreement, and all applicable taxes shall be payable by the client.
- Unless a shorter period is established in the invoice, client shall promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date").
- Client shall not be entitled to retain or defer payment of any sums due to the GCMS on account of any dispute, counter claim or set off which it may allege against the Company.
- GCMS may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- In the event any unforeseen problems or expenses arise while carrying out the services GCMS shall inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- GCMS is unable to perform all or part of the services for any cause whatsoever outside GCMS control, including failure by Client to comply with any of its obligations. Client shall nevertheless be entitled to payment of the amount of all non-refundable expenses incurred by the Company;

and a proportion of the agreed fee equal to the proportion of the services carried out.

5. SUSPENSION OR TERMINATION OF SERVICES

- GCMS has the right to suspend or terminate the provision of certification services to the client when there is a failure by the client to comply with any of the mandatory requirements, even after the agreed period of corrective actions to be implemented, and/or any failure of payment of certification services, bankruptcy, receivership or cessation of business by the client.

6. LIABILITY AND INDEMNIFICATION

- GCMS have adequate insurance to cover liabilities arising from its operations.
- Reports of Findings are issued based on evidences (Information, documents, testing results) collected on behalf of the client representative during the evaluation process. GCMS team is not liable to client neither any third party for any non-conformities arising from unclear, erroneous, incomplete, misleading or false information provided to the Client during the evaluation.
- GCMS is not liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside its control including failure by client to comply with any of its obligations.
- GCMS has no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
- Both parties are not liable for the obligations if they prove that this was due to the force majeure circumstances. In that case, the period of performance of the obligations under this Agreement shall be postponed respectively for the duration of such circumstances and their consequences. If the obligations under this agreement cannot be fulfilled due to the circumstances stated earlier, the Parties shall agree to change or to terminate the agreement in a manner which is beneficial and acceptable to both Parties.

7. MISCELLANEOUS

- 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.
- During providing the services, client shall not directly or indirectly entice, encourage or make any offer to GCMS employees to leave their employment with the GCMS or to change the reports of the evaluations' findings.
- Use of the GCMS name or registered marks for advertising purposes is not permitted without the prior written authorization from GCMS.

8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- Unless specifically agreed otherwise, all disputes arising out or in connection with contractual relationships shall be governed by the substantive laws of Uzbekistan exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

9. CONFIDENTIALITY

- Client information and any information oral or written that a party (GCMS or client) may acquire from the other party following the signed agreement is considered a confidential information. This does not include:
 - Information which becomes generally known to the public.
 - Information that was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party.
 - Information disclosed by an independent third party with a right to make such disclosure.
- Unless required by law, neither party shall disclose the other's Confidential Information to any person or entity except as expressly provided for herein.