

Document: QP-02

Rev.: 1

**CERTIFICATION AGREEMENT
GENERAL TERMS
AND
CONDITIONS**



GENERAL TERMS AND CONDITIONS

1. Unless otherwise specifically agreed in writing, all services performed and all obligations assumed by the CMA Contracting Office (hereinafter referred to as "CMA") are undertaken and the rates and charges of CMA are based upon the following Terms and Conditions:

2. CMA warrants exclusively to the person or entity ordering services (hereinafter referred to as "Client") that its services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances. In the event of a breach of this warranty, CMA will, at its own expense, perform services of the type originally performed as may be reasonably required to correct such defects. This warranty shall become null and void in the event Client's account becomes delinquent. All invoices are due and payable upon agreed payment terms, and the Client's account becomes delinquent if payment is made outside of these terms. CMA makes no other express warranties. CMA excludes and disclaims all implied warranties including but not limited to any warranty of fitness for a particular purpose, warranty of merchantability, warranty of workmanlike performance and warranty of results.

3. Client's exclusive remedy for CMA's breach of its obligations and the total liability of CMA, its officers, employees, agents, representatives, contractors and subcontractors for any loss or damage claimed, either directly or indirectly, howsoever arising in contract, tort, or otherwise, in connection with the performance of the work, services or obligations involved shall be either ten times the fee paid or payable for the specific item of services giving rise to the stated loss or damages, or Fifteen Thousand American Dollars (\$15,000.00 USD) whichever is less, provided however that there shall be no liability in respect of any claims for indirect, incidental, punitive, special damages, or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts. Written notice of claim against CMA must be made within ninety (90) days after the performance of the related services. Failure to give such written notice of claim within such ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the performance of the services involved.

4. The Client shall indemnify, defend and hold CMA and its officers, directors, employees and agents harmless from and against any and all claims, demands, suits or other proceedings of any kind or character whatsoever, and all losses, damages, costs and expenses incurred in connection therewith or as a result thereof, including, but not limited to, actual reasonable attorney fees and expenses, arising from or in any manner whatsoever attributable to (i) any injury, loss or damage caused by or through the use of any of the Client's products or services, (ii) any claim or assertion by any person that the certification of the management system was improper, or (iii) any activity conducted by CMA pursuant to the terms of this Agreement for or on behalf of the Client or for its benefit. The provision of clause (iii) above shall not apply to losses, damages or injuries which are attributable solely to the gross negligence or willful misconduct of CMA as determined by a court of proper jurisdiction. Provisions of this clause

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shall apply during the term of this Agreement and shall survive the cancellation of this Agreement.

5. Either party may terminate this Agreement at any time by providing not less than ninety (90) days prior written notice to the other party. In addition, upon giving Client written notice and reasonable opportunity to take appropriate action, CMA shall be entitled to cancel this Agreement for any failure of the Client to pay CMA any sum due and owing to it, for non-conformance with the applicable Standards or CMA's Requirements, for failure to take corrective action pursuant to and in accordance with CMA's Requirements, or upon any insolvency or filing in bankruptcy or receivership by or against the Client as debtor. The Client shall be entitled to cancel this Agreement immediately by giving written notice to CMA if CMA fails to become or ceases being an appropriately accredited certification body. Upon cancellation of this Agreement, the Client shall immediately discontinue use of the applicable Certification Mark(s) and Certificate(s) of Registration. All cancellation notices shall be provided in writing.

6. The cancellation of this Agreement shall not affect in any manner whatsoever any rights or obligations of the parties hereto accruing prior to such termination. Without limiting the generality of the foregoing, the Client shall be and remain liable to CMA for any and all unpaid fees and expenses incurred or accrued prior to such termination and shall remain liable to indemnify CMA as set forth in paragraph 5 of this Agreement. The Client shall not be entitled to any rebate or refund of any audit fee previously paid; provided, however, that CMA shall proportionately rebate and refund to the Company the unearned portion of any such fee which has been paid in advance.

7. This Agreement and each of the rights, benefits and obligations of the Client hereunder, may not be assigned or delegated by the Client in whole or in part without the prior written consent of CMA. For purposes hereof, an assignment or delegation shall be deemed to occur if the Client merges, consolidates, has any transfer of a majority or controlling voting or equity interest, sells all or substantially all of its assets or completes any other transaction which has the effect of transferring, whether directly or indirectly, effective control of the Client or its assets to any other person or entity.

8. No alteration of these Terms and Conditions shall be binding on CMA unless approved by the CMA General Director. CMA's acceptance of Client's request for work or services is limited to these General Terms and Conditions of Service. Any terms proposed or submitted by Client at any time (including, but not limited to, provisions or terms in Client's purchase order, instruction, nomination or other document) are objected to and rejected, and shall be deemed a material alteration hereof, and shall be of no force or effect.

9. Notwithstanding anything to the contrary in this Agreement, neither party will be liable to the other party by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of the other party, acts of governmental authority, fires, strikes, labor

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shortages, riots or war, or any cause beyond the reasonable control of that party. If any such event delays performance, the time allowed for such performance will be extended for the length of the *force majeure* event; provided, however, that the party experiencing the *force majeure* event will exercise reasonable commercial steps to minimize the delay.

10. If any term, condition or provision, or part thereof, is deemed unenforceable, then that term, condition or provision, or part thereof, shall stand void and all other terms, conditions or provisions shall have the same effect as if the voided term, condition or provision, or part thereof, had not existed.

10. Any Provisions & Payment Terms, as detailed in the Certification Agreement (A/CF-05), are to be considered part of these Terms and Conditions.

11. This Agreement shall be governed by, and shall be construed in all respects in accordance with the laws of the jurisdiction of the CMA Contracting Office, Ontario, Canada.

Revision Log		
Revision no.	Description of change	Release date
1	Initial Release	10.07.2014