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Testing and Certification Regulations and General Terms and Conditions of SNCH

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1. Scope of Application

The Testing and Certification Regulations govern all such services as SNCH renders for third parties, which include:

1. The testing and appraisal of products, components, technical product designs in their different stages of development, preparation of technical documentation and expert reports. The services are rendered e.g. regarding safety, suitability for purpose, quality and compatibility based on legal regulations, national, European and international standards and specifications agreed upon with the client. Moreover, manufacturing premises are appraised and inspected with respect to quality measures in connection with the granting of test marks of SNCH for proofs of conformity according to EC Directives, CE Regulations and in connection with approved quality management systems. These services are hereinafter referred to as "tests".
2. The auditing of quality management systems, the production of audit reports, hereinafter referred to as "auditing of QM systems".
3. The evaluation and recognition of test and audit reports, certifications of products and QM systems, hereinafter referred to as "certifications".

2. Contractual Bases

1. The ordering party, hereinafter referred to as "client", places an order with SNCH, hereinafter referred to as "SNCH", or with a technical service of SNCH, hereinafter referred to as "technical service", which is engaged in the field of work of SNCH or agreed by SNCH. If the client places an order with SNCH, the order may be for testing or auditing of a QM system without certification or subsequent certification, or it may be for certification alone. If SNCH is called in for certification, it concludes a "General Agreement" with the client.

If the client places an order with the technical service, the order may be for testing, auditing of a QM system or the procurement of a SNCH certificate. In the latter instance, a certificate procurement contract needs to be concluded. This provision does not apply to certificates issued for the harmonized regulated domain. In this case, the client of the technical service has to conclude the "General Agreement" with SNCH in its capacity as Notified Body. Orders can be placed verbally or in writing.



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2. With each order a client places with SNCH, he accepts as an essential element of the contract the General Terms and Conditions of SNCH as binding on him. If the client places an order for testing, he accepts the Testing Regulations. If the order is for certification only, he accepts the Certification Regulations. If the order includes both testing and certification, the client accepts the Testing and Certification Regulations of SNCH as binding on him.
3. If the client concludes a certificate procurement contract with a technical service, he accepts as an essential element of the contract the Certification Regulations and the General Terms and Conditions of SNCH.
The Testing and Certification Regulations and the General Terms and Conditions of SNCH do not apply to orders for testing or auditing the client places with a technical service. In such a case, the terms of contract of the technical service shall apply.

3. Testing Regulations

3.1 Site of Testing

1. Tests are generally carried out in the laboratories of SNCH or a technical service or in laboratories bound by contract with SNCH. In consultation with the client, other test sites can also be agreed upon if these laboratories have adequate competence and proficiency in carrying out the tests and if appraisal by SNCH or by the technical service has satisfied proof of such competence and proficiency. The decision on the test site lies with SNCH or the technical service. In consultation with the client, the tests can also be conducted in the client's own laboratories if appraisal by SNCH or by the technical service has given evidence of their competence and proficiency.
Consent that has been given to the performing of tests in external laboratories can be withdrawn by SNCH or the technical service involved if the fulfilment of the requirements of EN 45001 resp. EN ISO/IEC 17025 are no longer guaranteed or if complaints by SNCH or the technical service concerning the test laboratory are not rectified by the laboratory.
2. If employees of the client participate in the performance of the tests, the latter may take place only in the presence and under the supervision of an expert from SNCH or the technical service (witness testing). In this case the client is obliged not to hold SNCH or the technical service responsible for damages in the event of an employee of the client committing a breach of duty deliberately or through negligence during the testing. This obligation must cover costs both in and out of court.

3.2 Test Procedure

1. After placing the order, the client supplies SNCH or the commissioned technical service with at least one test sample free of charge together with the complete technical documentation required for the evaluation (e.g. constructional data form sheet, risk analysis, operating instructions, certificates on related safety relevant components used or other technical documentation). If necessary, SNCH or the technical service can demand several test samples free of charge. As a rule, the documents to be submitted to SNCH shall be in French or English. After prior consultation, the client may submit the documents also in another language; in such a case, however, SNCH reserves the right either to request the client to have individual passages translated into French or English or to translate the documents itself and charge the client accordingly. This also applies if Accreditation Bodies or supervisory authorities to which SNCH is answerable call for translations.



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2. Test samples are tested on the basis of statutory provisions and regulations. If no norms, standards or statutory provisions exist on the nature and scope of testing, a test program is developed between SNCH or the technical service and the client or between SNCH in collaboration with the technical service and the client.
3. If the client places an order for the auditing of QM systems, he has to submit in advance the quality management manual and supplementary documented QM procedures. All these documents should preferably be in French or English. Any other languages will be accepted only after prior consultation. In order to test the QM system for its effectiveness, audits on the client's premises are conducted either in one or in several steps.
4. The orders for testing are processed on the assumption of the submission in full of all necessary documents and test samples. This applies both to product tests and to audits of QM systems.
5. Upon receipt of a binding order SNCH is entitled to demand either a deposit on the remuneration agreed upon or advance settlement in full. Details shall be cleared among the parties involved. If the client terminates the contract he concluded with SNCH for a weighty reason or if both parties agree unanimously to terminate the contract, SNCH is entitled to demand from the client a certain amount as cancellation fee to recover the costs incurred during the handling of the order. The amount of the cancellation fee is fixed in the current Price List. The client's right to verify that the expenses of SNCH were lower in the actual case than invoiced by SNCH will not be affected.
6. On completion of the test procedure the client receives a written report or, by special request, a full test report listing the non-conformities noted, if any. Suggestions for possible solutions will not be included.
7. The client may disseminate test reports etc. only in complete and unabridged form. In the actual case, any publication or reproduction for advertising purposes requires the prior written permission of SNCH or the technical service.
8. If the client wishes the product testing to result in a test mark license and if the progress of the test is positive, SNCH or the technical service, in coordination with the client, carries out an initial factory inspection to check the manufacturing process, assembly and test facilities and measures of quality management that are essential for the continuous observance of a quality level consistent with the model evaluated. Testing based on statutory provisions or on the specifications of SNCH covers in-coming inspection and testing, production control, in-process inspection and testing, and final inspection and testing.
9. Should the client wish for certification after the successful testing of his product or the successful completion of the audit of his QM system, the technical documentation and, if necessary, also the report on the initial factory inspection will be filed with the Certification Body for certification.
10. SNCH or the technical service expressly reserves the right to publish, e.g. in the form of reference lists, the corporate names of clients. The special consent of the client is not required.

3.3 Retention of the Test Samples and Documentation

1. In the event test results are negative and the client decides to rerun the test in the near future, cost-free storage of the test samples is permitted for a period not exceeding four months. After this period, and just as after an abandonment of the test procedure, the test samples are held ready for collection or at his request returned to the client at his expense. If the client does not collect the test samples despite written notification or should he refuse to accept them, the test samples are destroyed at his expense after a further waiting period of six weeks.



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2. In the event of a favourable test which leads to certification or appraisal, the test laboratory performing the tests determines whether the test samples are to be stored as a reference sample for the client in warehouses of SNCH or of the technical service or returned labelled and sealed to the client for safekeeping. If, in the case of certification, the design of the reference sample allows storage neither in warehouses of SNCH nor of the technical service nor with the client, or if the storage of reference samples has to be dispensed with on other grounds, detailed documentation on the reference sample has to be compiled at the client's expense in such a way that all the relevant aspects of the reference sample can be gathered from the documentation.
3. Reference samples or documentation in possession of the client must be made available to SNCH or the technical service on request promptly and free of charge. If the client, in response to such a request, is incapable of making available reference samples and/or documentation, no liability claim for material and financial damage resulting from the respective testing and certification can be made by the client against SNCH or the technical service.
4. The period of safekeeping of the reference samples or of the corresponding documentation is governed by statutory regulations
5. The costs for storage in warehouses of SNCH or the technical service and for any subsequent disposal have to be borne by the client. This does not apply to the costs for the storage of the test samples in warehouses of SNCH for a period of up to four months in connection with proposed re-testing. The costs of the handover and dispatch of the test samples for storage on the client's premises are likewise borne by the client. SNCH or the technical service will not be liable for the loss of test or reference samples from the laboratories or warehouses of SNCH or the technical service or for the damage caused to the test samples by testing, burglary, theft, water, storm, fire or transport. SNCH or the technical service will be liable only upon proof of gross negligence having occurred during the test procedure.

4. Certification Regulations

4.1 Basic Requirements

1. The only test reports upon which assessments in the course of certification may be based are those produced by laboratories, which have been, accredited according to the rules of EN 45001 respectively EN ISO/IEC 17025 or analogue ISO Guides or which have supplied evidence that they operate according to these codes.
2. As a matter of priority, the Certification Body of SNCH carries out assessments and certifications on the basis of the reports of SNCH or the technical service which are governed by the same QM system. In addition, test reports of other test laboratories can also be used for assessment as part of the certification. Test reports which are to serve as a basis of certification may not be based on invalid standards.
3. In order to issue a certificate for a client, it is necessary for the client to conclude a General Agreement with SNCH or a certificate procurement contract with a technical service.
If the client will not market a product to be certified under his own name, he has to document with the aid of a "Marks Declaration" the mark of origin under which he intends to place the product on the market.
If the client applies for a certificate of conformity (e.g. EC type examination certificate or EC or CEE homologation) he has to declare in writing that he has not submitted the same application to another "Notified Body" or Certification Body (except for the R&TTE directive).



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4. The permission to use the certificate applies only to the certificate holder with respect to the product and the manufacturing premises stated in the certificate and the scope covered by the QM system. Product certificates may be limited to certain quota or lots. It is always possible to restrict the validity of the certificate. In special cases a certificate may be subject to conditions. The transfer of a certificate from the certificate holder to a third party is possible only after consultation with the Certification Body of SNCH.
5. Fees shall be paid by the certificate holder for participation in the certification system and the issue of certificates in accordance with the Price List of SNCH or of the technical service. License and service fees shall also be paid annually for maintenance and filing of the certificates and for the use of test marks. The Certification Body of SNCH can demand prepayment of both the certification fee and the license and service fees prior to certification.
6. The completion of a test with a concluding appraisal or with a certificate does not release the client from his warranty obligation covering defects as stipulated by the contract or his statutory product liability obligation.
7. For the information of national authorities, accreditation bodies, consumers and other interested parties, the Certification Body of SNCH reserves the right to publish a list of certified products and QM acknowledged systems. It will do so in particular in its capacity as "Notified Body". Special consent of the certificate holders is not required. Furthermore, the Certification Body of SNCH is entitled to transmit or to make accessible to third parties on request the contents of a certificate issued except for information about the factory.
8. In case the bases of testing and/or the prerequisites of certification are altered or of infringements by the client of the certification system rules, the Certification Body has the right to terminate the certificates instantly. In serious cases it may declare the certificates invalid with immediate effect. This also applies to EC certificates of conformity and recognitions or approvals of QM systems. The Certification Body reserves the right to publish those certificates it has declared invalid or withdrawn. The consent of the previous certificate holders is not required.
9. In case a certification number is reserved for technical production reasons before the related certificate is issued by SNCH, the client guarantees not to put the product concerned on the market until the certificate is issued by SNCH.

4.2 Types of Certificates

1. On the basis of the favourable assessment and evaluation of test and audit reports the Certification Body of SNCH issues the following certificates:
 - a) Conformity certificates according to CE Regulations of the United Nations,
 - b) Conformity certificates according to EC Directives,
 - c) Product certificates according to European Standards Conformity Agreements,
 - d) EC-type examination certificates according to the EC Directives transposed into national legislation as a "Notified Body",
 - e) EC conformity certificates according to EC Directives as a "Competent Body",
 - f) Certificates for QM systems in the voluntary domain,
 - g) Conformity certificates according to national regulations.



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2. Conformity certificates alone do not confer the right to use a test mark of SNCH. If test marks of SNCH are to be used, they must always be combined with a separate test mark license. Advertising with the conformity certificates is possible only with the written approval of the Certification Body.
3. Certificates for QM systems are issued only if the audits have been completed successfully. Should the Directives require EC-type examination certificates or EC design examination certificates as a condition for awarding of the QM system certificates, the EC examination certificates must be submitted for the certification process.
4. Certificates for QM systems provide evidence of
 - a) the conformity to standards e.g. EN ISO 9000 series,
 - b) the conformity to directives through a "Notified Body",
 - c) the scopes of application of products/product categories. The certificates are valid for a period not exceeding five years unless specified otherwise.

4.3 Client Rights arising from Certifications

1. During the period of validity of the certificate or test mark licenses issued to him, the client is entitled
 - a) to attach test marks approved for use by him to his products.
 - b) to use the test marks approved for use by him in relation to products in printed matter or similar items. For the creation of printed matter, reproducible master copies of the test marks are available, and can be obtained from the Certification Body free of charge.
 - c) to use test mark licenses and certificates for QM systems issued to him in advertising campaigns without any alterations in such licenses and certificates.
 - d) to use marks relating to the certification of the QM system in hand-outs, business letters and printed matter; he is not allowed to attach these marks to his products.
 - e) to use EC or CE type examination certificates and EC or CE certificates of conformity in the framework of the conformity assessment procedure.
 - f) to use test reports as documentary evidence of product safety in the framework of the conformity assessment procedure.
 - g) to use the number under which SNCH is registered at the European Commission (0499) as a "Notified Body" in respect of the CE marking, provided the QM system of production has been approved according to the requirements of the directives.
 - h) to apply for additional certificates or OEM certificates (Original Equipment Manufacturer) for his products if they shall be placed on the market under another mark of origin or trade name and in certain cases also with another model designation.



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- Further advertising campaigns of the client, which refer to the activities of SNCH or the subsidiary need to be approved by SNCH or by the technical service. This applies in particular to advertising with reference to the testing or certification services of SNCH or the technical service, which the client has retained without any statutory obligation and invitation of the authorities to do so, i.e. on a voluntary basis. This does not affect the client's personal responsibility for his standards of advertising practice.

4.4 Client Obligations arising from Certifications

During the period of validity of the certificate or test mark licenses issued to him, the client is obliged,

- to monitor the manufacture of the certified products continuously for compliance with the approved types.
- to allow for production to be inspected at regular intervals by SNCH or the technical service in the framework of the test mark licenses issued to him.
- to arrange surveillance audits can be conducted annually by SNCH or the technical service with respect to the certified QM systems.
- to pursue product development and production in strict compliance with the approved QM system.
- to take note of the findings of the recurrent production controls and of surveillance audits conducted by SNCH or the technical service
- to notify the Certification Body prior to any changes he intends to make in the product, either through further development or through the replacement of components, and to obtain the approval of the Certification Body. Continued licensing depends on the results of an additional test that may have to be carried out.
- to notify the Certification Body of any changes in the QM system.
- to record and file all complaints from the market or third parties about the product. At the request of the Certification Body the client has to make these details available and to provide information on the measures taken for remediation.
- to notify the Certification Body promptly of any intended relocations of inspected manufacturing premises or the intended transfer of his firm to another firm or firm owner.
- to accept the requirements concerning production control.
- to reach a contractual agreement with the manufacturer, provided the client as holder of the certificate is not the manufacturer of the product, on the fulfilment of requirements which are essential for the manufacture of the product including the allowing of inspections required.
- to immediately rectify any safety defects which appear in products that bear a CE marking or a test mark of SNCH on the basis of a certified type examination and to take suitable measures for minimizing damage in the market. The client must in any case immediately halt the marketing of the defective product and notify the Certification Body.
- to give notice to the authorities himself or through his authorized representative in his capacity as manufacturer or distributor of the product on the market.
- to allow witness audits by the Accreditation Body of SNCH on his manufacturing premises and those of his subcontractors. The client informs his subcontractors to this effect.



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15. to determine a new type designation for a changed product that is to be certified in case this modified product is based on a previously certified product.
16. to accept that by virtue of reporting obligations that are imposed by law or by authorities, SNCH is entitled to pass on information about the certification concerned. At the request of the Accreditation Body, information, documentation etc. concerning both the contract with the client and the subject of the contract may be passed on to the Accreditation Body. This includes information about the performance of audits, the granting and withdrawal of licenses, attestations, certificates, etc, and the occurrence of incidents and risks indirectly or directly connected with the tested products and/or QM systems. SNCH reserves the right to debit to the client's account the cost incurred for identifying and clarifying such incidents.

4.5 Restriction, Suspension, Expiration and Declaration of Invalidity of Certificates

Definition of terms:

Certificate suspension: invalidity of the certificate for a period of time

1. Certificates expire if
 - a) the period of validity stated in the certificate has expired and not been extended.
 - b) the holder of the certificate terminates the „General Agreement" or the „Certificate Procurement Contract" or if he waives individual certificates or test mark licenses and informs the Certification Body in writing thereof at least six weeks before end of calendar year. If no such document has been received by SNCH by November 15, the contract will be considered as not having been terminated, and the new year will be invoiced as usual.
 - c) the holder of the certificate becomes insolvent or if a petition for bankruptcy filed against him is dismissed for lack of assets.
 - d) the Certification Body terminates the certificate at maximum six months' notice by virtue of changes in accreditation regulations and/or in the bases of testing or changes in the use of the product.
2. Certificates may be restricted, suspended, or declared invalid and revoked by the Certification Body with immediate effect if
 - a) the certified product no longer corresponds to the approved type and/or end users or third parties are exposed to risks.
 - b) end users or third parties are exposed to risks resulting from products manufactured under an approved QM system.
 - c) at the time of the test or audit facts were either ignored, not perceived or judged correctly or were not be recognized which would have precluded certification. This includes e.g. the misplacing of products in certain hazard categories or the classification by types of use.
 - d) defects in the product or system came to light at a later stage or were not noted during periodic inspection, or checks of products already on the market have not been rectified by the holder of the certificate within a reasonable period.
 - e) the holder of the certificate does not have the periodic inspections carried out i.e. the regulations of accreditation, the EC Directives, the CE Regulations or the Testing and



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Certification Regulations of SNCH, or if he retards or restricts the proper performance of the periodic inspections.

- f) certificates or copies of certificates have been changed and thus falsified.
 - g) the holder of the certificate uses existing test mark licenses or CE markings for non-approved products or products that are not covered by the QM system. Such practice constitutes abuse of the mark and precludes any cooperation based on trust.
 - h) misleading or otherwise impermissible advertising is practiced with test reports, certificates or test marks.
 - i) the holder of the certificate fails to pay fees due within the stipulated period following a reminder. If the fees refer to several certificates, the Certification Body decides which certificates the measure is to cover.
3. Before declaring a certificate restricted, suspended or invalid, the Certification Body will give the client the opportunity to state his views, unless such a hearing is impossible owing to the urgency of the measures to be taken.
4. The holder of the certificate automatically forfeits the right to continue providing products listed in the certificate with test marks of SNCH. Neither can he, in the framework of CE marking, continue to use the EU registration number for products which are affected by the restriction or suspension or which have expired by notice of termination on a particular date or have been declared invalid at short notice. In case of declaration of invalidity or expiry, the original certificate must be returned to the Certification Body.
5. The Certification Body is entitled to publish restrictions, suspensions, declarations of invalidity and revocations and the expiry of certificates. In case of infringements, it is entitled to disclose to the competent national authority, to the supervisory authorities, to the Accreditation Bodies, to the other „Notified Bodies“, to the licensing authorities, to importers and other interested circles the name and address of the client involved, the nature of infringement or the reason why the certificate has been declared invalid, including, where appropriate, information about the product etc.
6. The Certification Body will not be liable for any damages the client may suffer as a result of the certificate being not granted, restricted, suspended, terminated, declared invalid or revoked.

5. Periodic Inspections

5.1 Follow-Up Services and Production Control

- 1. In order to ensure and maintain consistent product quality of the certified products, SNCH or the technical service can carry out inspections of the manufacturing facilities. Production Control can also be performed in-house on the site of SNCH in Sandweiler.
- 2. If non-conformities come to the knowledge of the Certification Body via initial factory inspections, product specific information from third parties or from other channels, the Certification Body may fix shorter inspection intervals. In special cases the Certification Body may order a counter-check to be carried out prior to the initial shipment of the products.
- 3. In addition, SNCH or the technical service can at any time and without advance warning inspect the products and the production premises mentioned in the certificate and the stores (in the case



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of foreign certificate holders also the stores of the importers or of the agents and the branch establishments). It can remove free of charge and for monitoring purposes products for which a certificate is granted and also carry out checks in production premises and stores.

4. By way of exception, tests can be done on a test sample representative of a series in order to inspect consistent quality of production. SNCH or the technical service can commission other independent and expert agencies to carry out follow-up inspections in its name.

5.2 Surveillance of QM Systems

To maintain the validity of certificates issued for QM systems, the clients are required to have surveillance audits conducted usually every year. The focus of such audits is the random checking of the effectiveness of the QM system in the scopes of application. A certificate for a QM system is valid for a period of five years unless indicated otherwise. It may be extended only after a thorough repeat audit has been performed.

5.3 Costs of Follow-Up Inspections and Production Controls

The costs of carrying out follow-up inspections, production controls, as well as surveillance and repeat audits of the QM systems will be invoiced to the certificate holder as per the Price List of SNCH or the technical service.

6. Coming into Effect

The Testing and Certification Regulations are effective as of 1st January 2003. The previous regulations cease to be valid as of that date.

7. General Terms and Conditions

If the abovementioned points 1 to 5 do not include any provisions deviating from the General Terms and Conditions specified below, they are considered agreed upon.

7.1 General

These conditions shall apply to the services as agreed including consultation, information, deliveries and the like, as well as to contractual obligations for additional and other technical services.

No general terms and conditions of the client shall form part of the contract even if these are not further explicitly refused by SNCH.

7.2 Offers

Until the final conclusion of the contract or written confirmation of the order, offers made by SNCH, particularly as regards scope, execution, prices and time limits, remain conditional and are not binding.

7.3 Performance Times and Deadlines

The performance times and deadlines agreed in the contract shall be based on estimates of the extent of the work according to the information supplied by the client. They shall be binding only if SNCH gives written confirmation to this extent.

7.4 Scope of Performance

The scope of performance shall be notified in writing to SNCH. If no such declaration exists, the written confirmation of the order by SNCH shall be decisive. SNCH shall be liable for performance specifications

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and undertakings or other declarations by its representatives or agents only if such declarations have been designated as binding by SNCH. Unless otherwise explicitly agreed in writing the agreed services shall be performed in accordance with the generally recognized rules of technology and in compliance with the regulations in force at the time of confirmation of the order and SNCH has the sole right to determine the method and type of examination it deems relevant.

On execution of the operations there shall be no assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the product as a whole; in particular, no responsibility shall be accepted for design, choice of materials and construction of installations examined, unless these questions are expressly covered by the contract. This shall be similarly applicable to safety programs or safety regulations.

7.5 Cooperation

The client shall guarantee that all cooperation required of him, his agents or third parties will be provided in good time and at no cost to SNCH.

Design documents, supplies, auxiliary staff, etc. necessary for performing of the services shall be made available free of charge. Moreover, the cooperative acts of the client must correspond to the legal provisions, standards, safety regulations and accident prevention rules applicable in each case.

The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of tardy, incorrect or incomplete information or lack of proper cooperation. Even where a fixed or maximum price is agreed, SNCH shall be entitled to charge extra to cover such additional expenses.

7.6 Confidentiality

Notwithstanding 4.1 (7), SNCH and its employees are bound not to disclose any facts, which come to their knowledge as a result of the order. Written documents, drawings, plans, etc. made available to SNCH and relevant to the execution of the order may be copied (photocopied) for the records of SNCH.

7.8 Copyrights

All copyrights including joint copyrights to expert reports, test results, calculations, descriptions etc. produced by SNCH shall remain with SNCH.

Expert reports, test results, calculations, descriptions etc. produced in connection with the order may be used by the client only for their intended purposes.

7.9 Other Provisions

The contractual relationship shall be governed by Luxembourg law.

The client accepts that SNCH may file and process data relating to persons within the realm of the Luxembourg Data Protection Act for its own purposes.

In order to be effective, oral agreements with technical services must be confirmed in writing. Contract amendments and additions including an amendment to this written form clause must also be in writing in order to be effective.

The provisions of point 6 "Coming into Effect" of the Testing and Certification Regulations shall be similarly applicable to the General Terms and Conditions.

Should individual provisions or parts of provisions of these Testing and Certification Regulations and General Terms and Conditions become ineffective, the effectiveness of the remaining provisions shall be unaffected. Instead of the ineffective provision, the effective provision which corresponds to or approximates the sense and intention of the ineffective provision is considered to have been agreed.