



## Terms and conditions for projects handled by CNEX-Global B.V.

### General statement:

All work carried out by CNEX-Global B.V., or by other parties on behalf of CNEX-Global B.V., is subject to the following general terms and conditions. These take precedence over any other terms and conditions that might apply.

### References:

Where reference is made to 'we', 'us', 'our', 'CNEX' or 'the ExCB', this shall be read as CNEX-Global B.V., located in Arnhem, The Netherlands, and any other person or entity acting on behalf of CNEX-Global B.V. during the project.

Where reference is made to 'CQST' or 'the ExTL', this shall be read as CQST, located in Nanyang, Henan, China.

Where reference is made to 'CNEx China' or 'the CCC CB', this shall be read as CNEX, located in Nanyang, Henan, China.

Where reference is made to 'the client', 'the applicant' or 'you', this shall be read as the applicant.

### Quotes:

A quoted price is always based on the information given by the client. We will always do our utmost to ensure that we receive enough information from our clients to base a valid and competitive quote upon. Where misinformation is presented before the quote, any resulting extra costs will be charged to the client.

All our quotes for testing and certification are based on the following assumptions:

1. The product was designed and manufactured to be in compliance with the standards for which the client seeks the product approval.
2. The product can be certified under the current scope and construction requirements of latest edition, or one prior edition of the applicable Standard(s).
3. Re-testing and/or additional investigation of your products are not included in the quotation. In case re-testing and/or additional investigations become necessary, these (and the extra costs they bring) will be discussed and agreed with the client before starting the extra tests and/or investigations. The extra costs will be charged to the client.
4. The quote does not include any costs for fees associated with any applicable taxes in the client's country, travel, lodging, meals or third party laboratory charges, unless specifically stated in the quote.

All our quotes for auditing at manufacturers' locations are based on the following assumptions:

1. The manufacturing processes are designed to, and are operating in line with, the requirements stated in ISO 9001:2015 or TS16949
2. Where critical processes and/or parts are manufactured at other suppliers, the costs for auditing these suppliers or separate manufacturing locations are not covered by the quoted project costs, unless specifically stated in the quotation.
3. In case a re-audit becomes necessary as a result of the audit done, the costs for this re-audit are not included in the quoted project costs, but will be invoiced separately.
4. The quote does not include any costs for fees associated with any applicable taxes in the client's country, travel, lodging, meals or third party laboratory charges, unless specifically stated in the quote.

All quotes are valid for a maximum of 30 days, unless specified otherwise.

### Invoicing

For all projects quoted by CNEX-Global B.V. and accepted by the client, an advance payment of 30% of the quoted project costs will be invoiced at the start of the project.

For project testing, another 20% of the quoted project costs will be invoiced at the beginning of the product testing phase.

For audits, another 20% of the quoted project costs will be invoiced prior to the audit, when the audit plan is submitted to the client. If neither testing nor auditing is included in the project, another 20% of the quoted project costs will be invoiced at the start of the project.

A final invoice will be issued at the closing of the project. If any earlier invoices are unpaid at this time, all invoices will require payment before certification and associated documents are issued.

To keep things simple for our clients in understanding invoices and in making payments it is anticipated the following approach will in general be taken to invoicing, although there may be exceptions:

- For all work contracted to clients outside China, invoicing will come from CNEX-Global B.V, and may include costs for staff inside China, including work done by the ExTL, CQST, and the CCC CB, CNEx China, if applicable
- For work contracted to clients in China, invoicing will come from CQST or CNEX China and may include costs for work carried out by CNEX-Global B.V. staff outside China, if applicable.



## **Product and production certifications**

### **1. Liability and applicable law**

1.1 At CNEX-Global B.V. we do our utmost to provide the services requested by you in the best possible way, timely, with integrity, competency and reliability and to the standards that are confirmed in our quotation. However, we cannot accept any liability for any use of the product or the production quality of these products, or consequences thereof. The quality and use of products manufactured will always be the responsibility of the manufacturer.

- 1.2 CNEX-Global B.V. will only be bound to pay damages to the client if these damages are the direct result of a negligent failure or wrongful act on the part of CNEX-Global B.V. In these cases, the liability of CNEX-Global B.V. is limited to a maximum of EUR 2,000,000.
- 1.3 Under no circumstances can CNEX-Global B.V. or its personnel be held liable for subsequent damages, like loss of profit or sales, loss of / damage to the client's reputation, or any other subsequent damages following the sale or use of any product certified by CNEX-Global B.V.
- 1.4 With returning the signed Quote Acceptance page of the Quotation Letter, the client also agrees to indemnify CNEX-Global B.V. and its personnel against any expenses or claims issued by third parties, resulting from / caused by the work done for the client by CNEX-Global B.V.
- 1.5 Where CNEX-Global B.V. is unable to fulfil its obligations due to unforeseen circumstances beyond the control of CNEX-Global B.V., CNEX-Global B.V. cannot be held liable for any damages to the client or its reputation.
- 1.6 All services rendered to our clients will always be based on information provided by the client. CNEX-Global B.V. cannot be held liable for any direct or indirect damages if the information provided by the client is in any way incomplete, incorrect, misleading, erroneous or unclear.
- 1.7 CNEX-Global B.V. does its utmost to protect proprietary information provided by its clients from being stolen in any form or way from its databases, by using advanced anti-malware software and decentralised storage of proprietary client data. However, CNEX-Global cannot be held liable for any direct or indirect damages in the case of this information being stolen by the wilful criminal actions from parties outside CNEX-Global B.V.
- 1.8 In case a legal dispute arises between the client and CNEX-Global B.V. regarding services in any form provided by CNEX-Global B.V. to this client, this legal dispute will be brought for settlement at a Dutch competent court and be handled according to Dutch law.

### **2. Intellectual property ownership**

With your signed application you guarantee that the intellectual property of the product is your own and that your product does not infringe upon patents of other manufacturers.

### **3. Use of Consultants**

With your signed application you agree to inform CNEX-Global B.V. about any consultant you may have used in the design of the product, in order to allow CNEX-Global B.V. to determine any possible conflict of interest or impact on impartiality.

### **4. Parallel certification requests**

With your signed application, you guarantee that you have not lodged a similar request for the certification of this product to the same quoted standards and certifications at another certification organisation at the same time. If this product has been subject of evaluations and tests to the same quoted standards and certifications at another certification organisation, you will notify us of that at the start of the project.

### **5. Compliance to industrial standards**

With your signed application, you confirm that your product already complies with the relevant industrial standards that are applicable to your product. Obtaining a certificate for explosion protection by CNEX-Global B.V. shall not be taken as proof of compliance with the relevant industrial standards for this product.

### **6. Testing/Samples**

With your signed application, you confirm that you agree to have your products tested and evaluated at CQST, or at another testing laboratory as agreed between you and CNEX-Global prior to starting the certification project.

The transport of samples to CNEX-Global B.V. (or to CQST) is always the responsibility of the client.

Where samples are submitted to us for testing, you must be aware that many of the tests are destructive tests. After having been submitted to any tests at CNEX-Global B.V., all samples must be considered to be damaged. Where samples are not allowed to be damaged by tests, the client has to notify us at the moment of sending the samples to us. Under no circumstances can any responsibility be assumed by us for the safety or performance of any sample that has been subjected to tests by CNEX-Global B.V. or CQST.

At the completion of the project, the submitted samples will be dealt with by CNEX-Global B.V. or CQST, as applicable, with the following options possible

- the samples will be collected by you
- the samples will be picked up a courier that you arrange, including their payment
- the samples will be returned to you by us, with our transport costs invoiced to you
- destruction and disposal of the samples by us, with any cost associated with this invoiced to you



## **7. Termination of the project**

We reserve the right to cancel your project if there is no effective progress in the project over an extended period of time. This can be due to:

- The client not submitting requested documentation or information in a timely manner;
- The client not responding to questions and requests;
- The product having failed tests, without the client providing new samples in a timely manner.

In all above cases, non-responsiveness for a period of three months does allow us to cancel your project and invoice you for the full quoted project costs.

Furthermore, we reserve the right to cancel your project(s), if it is found that incorrect or misleading information was submitted by you willingly and knowingly, or in case of breaching the Terms and Conditions stated in this document.

## **8. Changes of product and/or production**

You will inform us of any changes to the construction and/or production (or production address / location incl. company name) of the Ex-product during the certification process and (in case the production quality is covered by us), also thereafter.

## **9. Feedback from clients**

You will inform us immediately if you or your organisation receives any information from clients or other parties with respect to any safety risk of the Ex-product.

## **10. CE-marking**

Though the correctness of the CE-marking applied on the markings of the Ex-product will be checked during the certification process, this does not mean that CNEX-Global B.V. therewith confirms that the product complies with the aspects of all European Directives that are applicable to the Ex-product. The CE-mark shall only be affixed on any product if all applicable European Directives are met.

## **Safety on clients' and/or manufacturers' premises**

If the project includes that personnel of CNEX-Global B.V. (or of CNEX China or CQST) has to enter the premises of the client, the client is responsible for the safety of these personnel. Where Personal Protective Equipment (PPE) is required, the client shall notify us prior to the visit, or provide this PPE to our personnel upon arriving at the client's premises. The client shall also advise of any clothing rules for the site. Likewise, when antistatic clothing or shoes are required, the client shall notify us prior to the visit, or provide these when entering the areas where they are required. Client personnel shall be appointed to act as guides accompanying our personnel throughout the complete visit at the clients' premises.

Where specialist training is required before being allowed to enter the clients' or manufacturers' premises (for example in petrochemical installations), we shall be notified of this at the start of the project and the client shall provide the required training and bear the possible costs thereof.

## **Complaints and Appeals**

Every complaint from our clients will be treated as a non-conformity in our quality management system. All complaints will be logged, documented and handled in the most effective way. We will do our utmost to resolve any complaint to our clients' satisfaction.

The client can state an appeal to a negative certification decision, or negative test result. This appeal will be logged, documented and handled with priority. The appeal will be handled by the Technical and Quality Manager and a technical review of the negative certification decision or negative test result will be performed by experts not involved in the original certification or testing.

For any complaints related to certifications or work associated with IECEx, where the client is unsatisfied with the outcome of the CNEX-Global B.V. appeals process, the client has the right to appeal to IECEx. The IECEx Appeals process is detailed in IECEx 02. Where the IECEx appeals process does not resolve the complaint or appeal the complainant may refer the matter to the IEC Conformity Assessment Board, whose decision is final.

For any complaints related to certifications for Chinese clients, the complaints or appeals may also be raised at Nanyang Explosion Proof Electric Apparatus Research Institute Co., Ltd. (CNEX), address : No.20 North Zhongjing Road, Nanyang, Henan (473008), P.R. China, Tel : 0377-63258564.

For any legal appeals related to the activities of CNEX-Global B.V. as 'ZBO' (quasi nongovernmental organisation, or 'QUANGO'), the appeal will be handled in accordance with the AWB (General Administrative Law Act, 'GALA') chapter 9 on Complaint handling. Legal appeals against a certification decision will be handled in accordance with the AWB (General Administrative Law Act, 'GALA') chapters 6 and 7.



### **Expenses and fees**

If your request requires that we travel, in order to complete the associated work, the following costs will be billed:

1. For travel by personal car inside Europe: costs/km reflecting the fuel cost at the travel date. For travel by rental car: the rent of the car plus cost of fuel and tolls
2. For travel by train: the cost of the travel ticket(s). Train travel can be in First Class if work needs to be done during travel.
3. For travel by airplane: the costs of the fares. Travel is in Economy for all travel inside Europe. For travel outside Europe, the travel can be in Premium Economy or 'Comfort'.. In special cases, travel in Business class is allowed if approved by the Vice Director or Director of CNEX-Global.
4. Other expenses such as accommodation, meals, tolls, taxis, visa applications and other receipt-based incidentals.

### **Use and Misuse of the CNEX-Global B.V. logo or name**

Our name and/or logo shall only be used on products and in documents where approved by us.

Our name and/or logo shall not be used on any test report or investigation document of the client, without having obtained written approval from us.

Our name and/or logo shall not be used on any product which is not certified by us (nor in its documentation), or for which the certification was withdrawn.

Any certificate, test report or manufacturing quality report issued by us, shall only be reproduced in full and without alterations. Whenever a product certificate number is followed by an 'X' (referencing 'Special conditions for safe use') or by a 'U' (referencing a 'Schedule of Limitations'), the product shall always be accompanied by a copy of the full certificate.

### **Confidentiality**

All information obtained by us in the course of our work shall be treated as confidential in so far as the information is not in the public domain. This undertaking does not preclude us from making available, in confidence, such information as we may be required to provide under national or European Community legislation or under the terms of our accreditation.

### **General Data Protection Regulation (GDPR)**

Conform the rules of the GDPR (European Directive 2016/679), where personal data is obtained from third parties related to business matters/projects (in any form) from CNEX-Global, this data will only be used in the intended way as agreed with the third party. After the matter/project is completed/closed, the personal data from the third party will be:

- permanently deleted, or
- stored for the retention time required by applicable laws, or
- stored in the way specifically agreed with the third party (and in line with the GDPR).

Where e-mails from third parties contain detailed personal information (like including the full name, position, tel. number, e-mail address, occupation and company address), the sender of the email agrees to have this information stored at the data systems at CNEX-Global conform the requirements of the GDPR.

Where personal data is to be sent to other third parties, this will only be done with consent of the owner of the personal data.

Where a breach of confidentiality or infringement of personal data is detected, the owner(s) of the personal data involved will be notified without delay.

By accepting a Quotation from CNEX-Global (through returning the signed and dated Quotation Acceptance Letter), the third party agrees to the handling of personal data (as provided by third party), as described above and in line with the GDPR requirements, at CNEX-Global.

### **IECEX System**

When services relate to the IECEx system, the relevant IECEx Scheme Rules apply. See [www.iecex.com](http://www.iecex.com).