

Conditions governing Certification and Registration to I.S. EN 50131-1:2006 & I.S. CLC/TS 50131-7:2003 & S.R. 40: 2005 Intrusion and Hold-up Systems

1. General

These Conditions form part of the contract between Management Systems Certification Ltd (MSC) and the applicant for registration (hereinafter called the Client), and set out the requirements for granting and maintenance of Registration. It is a condition of granting Registration that the Client accepts the conditions herein.

2. Certification

The Client agrees that any Certificate of Registration granted is done so on the basis of the findings of an audit carried out on a sample of the Client's activities, and that this confirms that the Client's management system conforms to the requirements of I.S. EN 50131:2006. The client accepts that granting a certificate of registration does not imply any endorsement of the Client's practices by MSC, and does not constitute any assessment of the quality of the service supplied or the safety of installations or practices, or the degree of compliance with legal requirements.

3. Maintain conformity

3.1 While the Registration is in force, the Client shall maintain a management system and installation procedures that comply with the requirements of I.S. EN 50131:2006 and with these Conditions.

4. Surveillance Assessment

4.1 MSC shall carry out regular surveillance to verify continuing conformity with the applicable standard. The frequency of surveillance assessments shall be at the discretion of MSC, and shall be in accordance with guidelines issued by the Private Security Authority.

4.2 Where the assessment indicates that the requirements of I.S. EN 50131 or of these Conditions are not being met MSC may carry out additional assessments. The cost of such additional assessments will be borne by the Client.

5. Reassessment

Full reassessment shall be carried out after a period specified by the Private Security Authority.

6. Access

MSC's agents shall at all times during operating hours have access to the facility in order that such representatives may properly perform their functions under MSC's Registration service.

7. Care

MSC's representatives shall at all times take care to comply with any safety and other regulations that may be applicable generally to the Client's personnel.

8. Assistance

The Client shall extend all necessary assistance to MSC's representatives in order that they may properly perform their functions, and shall make available for inspection at all reasonable times all documentation and facilities that is relevant to the use of the MSC Registered Firms Mark.

9. Safety

9.1 The Client shall ensure the safety of MSC's representatives while carrying out assessments, and for providing them with any necessary protective equipment.

9.2 Except in the case of gross negligence by MSC's agent, the Client shall be responsible for all costs arising out of any

injury to MSC's representatives during an assessment.

10. Postponement or cancellation

Assessments shall be arranged to suit both MSC and the Client. If the Client requires altering this arrangement he shall notify MSC in writing not less than 15

days before the assessment.

11. Termination of registration

11.1 The contract shall expire when Management Systems Certification Ltd submits its final report to the Client at the end of the contracted term.

11.2 Either party may, without cause, terminate the Registration upon not less than sixty (60) days written notice to the other party.

11.3 MSC may immediately terminate or suspend Registration in the event that:

- The Client defaults in any of its obligations under the Contract, or
- The actions of the Client are such as to bring discredit to MSC or to the Registered Firms Mark.

11.4 MSC may terminate the Registration in whole or in part, having given not less than thirty (30) days written notice to the Client indicating an intention to terminate and specifying the proposed termination date, in the event of any of the following:

- The filing of any bankruptcy petition with respect to the Client;
- The voluntary liquidation of the business of the Client.
- The appointment of a receiver of the business of the Client.

11.5 Termination of this Contract by whatever means shall not affect any liability of the parties existing as of the date of such termination, shall not relieve the Client of its obligation of indemnity, and shall not excuse the Client from paying any charges owing to MSC.

11.6 Upon termination of the Contract the Client shall forthwith discontinue all use of the Certificate and Registered Firms Mark, and shall take immediate steps to remove from use any materials containing the Registered Firms Mark.

11.7 MSC retains the right to notify suppliers, vendors, authorities, potential users, and others of any unauthorised or improper use of MSC's Registered Firms Mark or reference to MSC when MSC considers such notification to be necessary for the protection of MSC's reputation, or public safety.

12. Disputes and appeals

12.1 In the event of any dispute arising out of, or relating in any way to, these Conditions or the relationship between MSC and the Client, the parties will attempt in good faith to resolve it by negotiations between them.

12.2 Where a dispute with MSC cannot be resolved by discussion, the Client may invoke the MSC Appeals Procedure by giving notice in writing to the Secretary of MSC. A copy of the Appeals Procedure will be provided on request.

13. Certificates of registration

13.1 All Certificates of Registration are the property of MSC, and shall be surrendered on request to MSC.

13.2 Certificates of Registration shall not be altered in any way.

13.3 If a change to a certificate is required MSC shall, on receipt of the old certificate, issue a new certificate. The original Registration number will stand.

14. Use of the Registered Firms symbol

14.1 If granted registration the Client shall use the Certification Mark in accordance with these Conditions.

14.2 The symbol may be used on the Client's letterheads, technical or advertising material and promotional publications. It may be displayed at suitable locations.

14.3 The symbol shall NOT be affixed to product, nor shall it be used in any way to imply that the mark represents product conformity.

14.4 MSC reserves the right; during surveillance assessments to verify that the obligations imposed by Registration are being met.

14.5 The Client assumes full and complete responsibility for its use of the Certificate and Registered Firms Mark.

14.6 MSC retains the right to control the display or other use of the Certificate and right to acquire possession of the Certificate and Registered Firms Mark and any promotional material where the Client is considered to be in breach of these Conditions.

15. Nonconformity

In the event that MSC's representative identifies instances of nonconformity with the applicable standard or with these Conditions the Client shall take corrective action in respect of such items. In the case of any disagreement the Client may appeal the decision to the Secretary of MSC.

16. Client publicity

The client shall ensure at all times that no promotion or publicity material issued by or on behalf of the Client contains any statements that convey misleading impressions about the holding of Registration.

17. Confidentiality

MSC shall not voluntarily disclose to any third party information obtained in confidence from the Client, except where required by law or Court Order.

18. Fees

The fees and all related cost shall be those as signed off on the original contract.

18.1 Application and assessment fees are payable on application. The assessment will not be carried out until payment has been received.

18.2. In the event that the Client cancels an assessment a penalty of 10% will be charged and the remainder refunded to the Client.

18.3 A bi-annual registration/surveillance fee is charged every two years following Registration, as specified in the Contract.

18.4 Where an unreasonable or abnormal amount of time is required as a result of the Client's failure to conform to the applicable standard the additional costs incurred by MSC shall be billed to the Client.

19. Indemnity

19.1 The Client shall indemnify MSC against liabilities to third parties, including Client employees, and other costs (including reasonable legal fees), which MSC may incur as a result of the Client's failure to comply with the requirements of this Contract or the Client's use or misuse of the Registered Firms Mark.

19.2 Both MSC and the Client shall maintain third party liability insurance of a type and to a level appropriate to its business operations, including general comprehensive public liability and professional indemnity insurance.

20. Limitation of liability

Neither MSC nor the Client shall be liable for consequential, punitive, exemplary, indirect or incidental damages or for lost profits or business losses (regardless of whether it has been advised of the possibility of such damages and/or losses).

21. Revision

Revisions of these Conditions may be made by MSC on reasonable notice.

22. Law

This Contract shall be governed by, and construed in accordance with, the laws of Ireland.