

Empresa de Transmisión Eléctrica, S.A. - Centro Nacional de Despacho

Condado del Rey, frente a Explora
Panamá. República de Panamá

ha sido evaluado y certificado en cuanto al cumplimiento de los requisitos de

ISO 9001:2008

Para las siguientes actividades

**Evaluación y Auditorías del Sistema de Medición Comercial (SMEC)
realizados por la sección de Mantenimiento de Equipo Técnico (MET),
basados en lo indicado en el Reglamento de Operación (RO) y Normas
Eléctricas Internacionales”**

Cualquier aclaración adicional relativa tanto al alcance de este certificado como a la aplicabilidad de los requisitos de la norma ISO 9001:2008 puede obtenerse consultando a la organización

Este certificado es válido desde el
14 de julio del 2015 hasta el 13 de Julio del 2018
y permanece valido a condición de satisfactorias auditorias de seguimiento
Auditoria de recertificacion se prevé para abril del 2018
Edición 3. Certificado desde Julio del 2009

Autorizado por

SGS United Kingdom Ltd Systems & Services Certification
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SGS 9001-8 ES 0614

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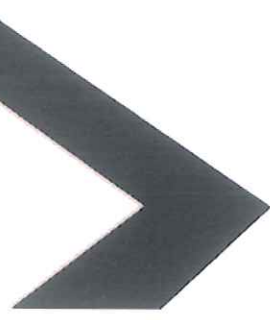
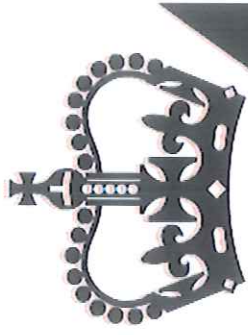


FOLLOW-UP PROGRAMME

Certification structure: Empresa de Transmisión Eléctrica, S.A. –
Centro Nacional de Despacho

Basic File: 15-0060

Activity	Year	To be Programmed Before	Number of days
Surveillance	2016	June 12 th	1.0
Surveillance	2017	June 12 th	1.0
Re-Certification	2018	March	



UKAS
MANAGEMENT
SYSTEMS

0005



Regulations governing the use of SGS System Certification Mark

1. INTRODUCTION

These Regulations relate to the SGS System Certification Mark (the "Certification Mark") as shown in the Appendix 1 owned by SGS Société Générale de Surveillance SA (SGS SA) and licensed to the Certification Body for the purposes hereof.

The Certification Mark shown in Appendix 1 is an example and it should never be used by the Client as is. The Certification Body will provide the Client with the right logo to be used.

SGS SA reserves the right to replace the Certification Mark as shown in the Appendix 1 by another certification mark at any time.

Use of the Certification Mark for a renewable three-year period is strictly limited to the Client whose management system has been successfully certified by the Certification Body.

2. DEFINITIONS

In these Regulations:

- (a) "Accreditation Body" means the body that has accredited the Certification Body for certifying management systems of third parties.
- (b) "Accreditation Mark" means the Accreditation Body's mark licensed to the Certification Body and that may be sub licensed to the Client whose management system has been successfully certified unless the Accreditation Body does not permit its use.
- (c) "Certificate" means the certificate of conformity and assessment schedule issued by the Certification Body specifying the scope of certification of the Client.
- (d) "Certification Scheme number" means the number which is indicated in each particular Standard.
- (e) "Client" means the company to whom a Certificate is issued.
- (f) "Codes of Practice" means a technical document describing SGS Société Générale de Surveillance SA's conditions under which the Certificate and the Certification Mark may be delivered, renewed, suspended or canceled.
- (g) "Communication Media" means Client's advertising such as advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures, Client's promotional goods such as pocket diary, coffee mugs, coasters, doormats; Client's outdoor advertisements such as billboards and signs; Client's stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips; Client's vehicles, Client's flags and window stickers and any other communication media intended for his customers.
- (h) "Improper Use" of the Certification Mark means any use which infringes these Regulations. It also means imitation, counterfeiting and dilution of the Certification Mark.
- (i) "Standard" means the specifications that the management system should present as well as the means of controlling the compliance of the management system to these specifications.
- (j) "Use" means the lawful, authorized, restricted, non-exclusive, limited and revocable right to use the Certification Mark.

3. USE OF THE CERTIFICATION MARK

3.1 The Client agrees that:

- (a) It will use the Certification Mark only in the manner prescribed herein and in the Certificate.
- (b) It will use the Certification Mark only in relation to its scope of certification.
- (c) It will use the Certification Mark on its Communication Media in such a way as to create no confusion between matters referred to in the scope of certification and other matters.
- (d) It will not use the Certification Mark on its products and their primary packaging in order to avoid confusion with product certification; However, it may use the Certification Mark on larger boxes or over-packaging that can be reasonably considered as not reaching end-users but only in association with a statement that the product was manufactured in a plant whose management system has been certified.
- (e) It may use the Certification Mark on stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips, on advertising such as advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures, on outdoor advertisements such as billboards and signs, on flags, on vehicles, on larger boxes or on over-packaging not reaching end users, on window stickers, on promotional goods such as pocket diaries, coffee mugs, coasters, doormats.
- (f) When used on flags, on vehicles, on larger boxes or on over-packaging not reaching end users, on window stickers, on promotional goods such as pocket diaries, coffee mugs, coasters, doormats, the Certification Mark shall be used without the Accreditation Mark.
- (g) It may use the Accreditation Mark on stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips, on advertising such as advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures, on outdoor advertisements such as billboards and signs provided that the Accreditation Mark appears in close association with the Certification Mark and that the Accreditation Body has permitted such use.
- (h) It will not use the Certification Mark or the Accreditation Mark on test reports or certificates of compliance such as calibration certificates or certificates of analysis.
- (i) It may use the Certification Mark on its web site, provided that the Certification Mark is used as an hypertext link from its web site to the following URL of SGS Société Générale de Surveillance SA's web site <http://www.sgs.com/certifiedclients> and that it signs a Link and SGS System Certification Mark Use Agreement that will be provided by the Certification Body.
- (j) It will not, during the period of validity of the Certificate or thereafter, register or attempt to register the Certification Mark or any imitation thereof, make or assert any claim of ownership to the Certification Mark and dispute the right of the Certification Body, its successors or assigns, to

Regulations governing the use of SGS System Certification Mark

authorize the use of the Certification Mark as provided herein.

- (k) It will, upon the suspension, withdrawal or cancellation of the Certificate, forthwith discontinue the use of the Certification Mark or any reference thereto, of the Accreditation Mark and will not thereafter use any copy or imitation thereof.
- (l) In case of take-over or merger, written permission from the Certification Body is mandatory in order to transfer the right to use the Certification Mark.

3.2 Use of the Certification Mark does not exonerate the Client from any liability imposed by law regarding the performance of its services and the performance, design, manufacturing, shipment, sale or distribution of its products.

4. MONITORING OF THE CLIENT

The Certification Body may during the entire period of validity of the Certification Mark make or entrust a representative to make all checks deemed necessary using the methods and frequencies indicated in the Standards. Checks will ensure that the Standard inherent to each management system is applied and that conformity to these Regulations and to the Codes of Practice is maintained.

5. PENALTIES AND APPEAL

In case of Improper use of the Certification mark, the Certification Body may forthwith suspend or withdraw the certification and the right to use the Certification Mark in accordance with the sanctions procedures that will be provided by the Certification Body upon request. The Client may appeal the Certification Body's decision in accordance with the appeal procedure that will be provided by the Certification Body upon request.

6. RENUNCIATION

The Client may renounce or suspend the use of the Certification Mark for a certain period of time. It will give the Certification Body written notification and make all changes regarding its Communication Media. Based on this information the Certification Body shall inform the Client of the terms and conditions for temporary or definitive termination of use of the Certification Mark.

7. FINANCIAL CONDITIONS

The financial conditions for authorization to use the Certification Mark are included in the contract between the Certification Body and the Client.

8. CONFIDENTIALITY

Unless otherwise agreed by the Certification Body, the Client shall keep confidential all documents received from the Certification Body with the exception of the Certificate, these Regulations and the Appendix thereof.

9. CHANGES TO THE LEGISLATION

The Certification Body complies with all national and international laws, regulations and standards in force concerning the right to use the Certification Mark or the conditions for obtaining said right.

It will give the Client notification of the changes thereto and the Client will be obligated to apply all modifications resulting from said changes.

10. CHANGES TO THE REGULATIONS GOVERNING THE USE OF THE MARK

The Certification Body reserves the right to modify these Regulations at any time. It will give the Client written notification of all changes thereto and the Client will be obligated to apply said changes.

11. TECHNICAL DETAILS

- (a) The Certification Mark shown in Appendix 1 is an example and the Certification Body will provide the Client with the right logo to be used.
- (b) On documents printed in more than one color, the Certification Mark should be used in priority in grey (pantone code 424) and in orange (pantone code 021). However, the Client may also use the Certification Mark in grey (65% screened black).
- (c) On documents printed in one color exclusively, the Client may either use the Certification Mark in grey and orange or in the exclusive printing color (65% screened of the exclusive printing color).
- (d) On documents printed in more than one colour or in one color exclusively, the Certification Mark may also appear on colored backgrounds when it remains clearly visible.
- (e) For web use, the Client may create and use a transparent version of the Certification Mark.
- (f) The Certification Mark can be enlarged as well as reduced as long as the text remains legible.
- (g) When used in combination with the Certification Mark, the Accreditation Mark shall be equal in size or smaller than the Certification Mark.

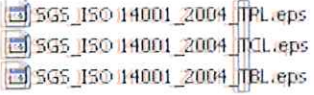
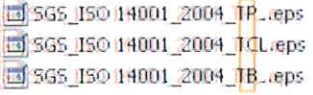
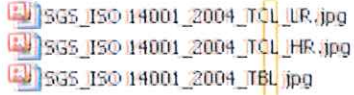
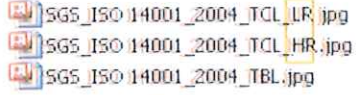
Appendix 1

CERTIFICATION MARK



NAMING CONVENTION

SGS_Name of Standard_XYZ_LR.jpg or eps
Example: ISO 14001:2004 = Standard SGS_ISO 14001_2004_TCL_HR:xxx

Text	Colour	Size of the mark
		
T=Text//N=No text	P=Pantone, C=Colour, B= Black&White	L = Large size S = Small size
		LR = Low Resolution HR = High Resolution

KNOWING MORE ABOUT FILE FORMATS

JPG FORMAT (RGB and 4-COLOURS)

1) JPG LOW-RES (RGB) – 72 DPI RGB

Low-resolution pixelised format is suitable for **use on-screen** (websites, presentations, electronic mail etc). It can be commonly viewed and used in Microsoft office applications. They have a substantially smaller file size than high-resolution JPG formats.

2) JPG HIGH-RES (4-COLOURS) – 300 DPI CMYK

High-resolution pixelised format is suitable for **non-professional print such as office laser printers** . High-resolution JPG formats can be commonly viewed and used in Microsoft office applications (word, power point, excel...).

EPS FORMAT

Vectorised format is to be used in **professional print productions** with all paper qualities and surfaces, stickers, etc. EPS files can only be opened on **professional graphic design software** .

INDEX

RGB: Red, Green, Blue

CMYK: Cyan, magenta, yellow, and key (black).

LR: Low resolution files

HR: High resolution files

FILE USAGE INSTRUCTIONS FOR CERTIFICATION AND APPROVAL MARKS

The content of each pack of marks is worked out to address SGS and its clients' needs. In each of the packs, you will find the mark in black & white and in colour. File formats provided allow professional print and office use.

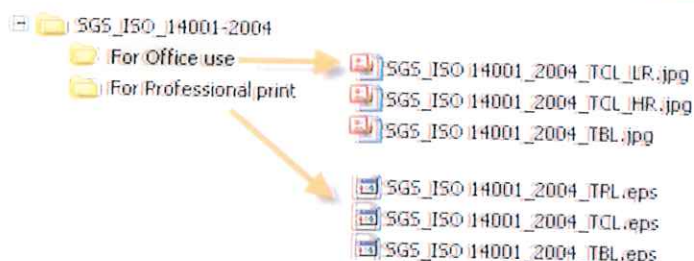
Please ensure you **SELECT THE APPROPRIATE FILE TYPE** corresponding to your need. Select the right mark according to:

- **USE OF THE MARK** for professional print or office purposes
- **COLOUR OF THE BACKGROUND** where the mark is placed
- **RESOLUTION** required for correct display of the mark

The files are **ready for use** and must **not be altered** in any way.

Should you require a specific file format, or need further information please contact Corporate Communications at sgs.brand@sgs.com.

CONTENT OF THE FULL PACKS



FOR OFFICE USE

- **SCREEN USE** (Web, PowerPoint presentations,...), you may use the Low Resolution (**LR**) jpg file.
- To print on your **COLOUR OFFICE LASER PRINTER**, use the High Resolution (**HR**) jpg file.
- For **BLACK AND WHITE PRINT OUTS**, or for use of the mark on light-coloured backgrounds (e.g. beige, yellow, light green), use the black and white jpg file (**B**).

FOR PROFESSIONAL PRINT

To produce professional marketing material (brochures, flyers, directories...) provide your professional printer with the EPS files. Files are always High Resolution. They are made available in 3 different formats:

- eps Pantone (**P**)
- eps CMYK (**C**)
- eps Black/white (**B**)

General Conditions for Certification Services

1. GENERAL

1.1 Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between SGS SA, any affiliated companies of SGS SA or any of their agents (each "SGS") to any person applying for certification services (the "Client") shall be governed by these General Conditions.

1.2 These General Conditions, and, as applicable, the Proposal, the Application, the Codes of Practice, the SGS Certification Marks License Terms and Conditions constitute the entire agreement (the "Contract") between the Client and SGS with respect to the subject matter hereof. Save as otherwise provided no variation to the Contract shall be valid unless it is in writing and signed by or on behalf of the Client and SGS.

1.3 Where a Certificate is issued to the Client, SGS will provide the Services using reasonable care and skill and in accordance with the Codes of Practice then in force of the relevant Certification Body. A copy of such Codes of Practice, and any amendments to it as may be issued from time to time, will be supplied by the Certification Body to the Client upon commencement of the Services.

2. DEFINITIONS

"Accreditation Body" means any organisation (whether public or private) having the authorisation to appoint Certification Bodies;

"Application" means the request for services by a Client;

"Certificate" means the Certificate issued by a competent Certification Body;

"Certification Body" means any SGS company having the authorisation to issue Certificates;

"Codes of Practice" means those codes of practice issued by a Certification Body in accordance with the relevant certification scheme;

"Proposal" means the outline of services to be rendered by SGS to the Client.

"Report" a report issued by SGS to the Client indicating whether or not a recommendation to issue a Certificate is to be made.

"SGS Certification Mark License Terms and Conditions" means the terms and conditions of use of the licensed SGS Certification Mark.

3. SERVICES

3.1 These General Conditions cover the following services ("the Services"):

(a) System certification services: quality, environmental, safety, health and other management system certification in accordance with international or national standards;

(b) Product conformity certification services in accordance with EC Directives or national legislation and product certification services in accordance with non-mandatory normative documents, specifications or technical regulations;

(c) Service certification services in accordance with non-mandatory normative documents, specifications or technical regulations;

(d) process certification services;

(e) skills certification services.

3.2 On completion of an assessment programme, SGS will prepare and submit to the Client a Report. Any recommendation given in a

Report is not binding on the Certification Body and the decision to issue a Certificate is at the sole discretion of the Certification Body.

3.3 Client acknowledges that SGS, either by entering into the Contract or by providing the Services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

3.4 Certification, suspension, withdrawal or cancellation of a Certificate shall be in accordance with the applicable Codes of Practice.

3.5 SGS may delegate the performance of all or part of the Services to an agent or a subcontractor and Client authorises SGS to disclose all information necessary for such performance to the agent or subcontractor.

4. OBLIGATIONS OF THE CLIENT

4.1 The Client shall ensure that all product samples, access, assistance, information, records, documentation and facilities are made available to SGS when required by SGS, including the assistance of properly qualified, briefed and authorised personnel of the Client. The Client shall in addition provide SGS free of charge suitable space for conducting meetings.

4.2 So far as it is permitted by law, the Client acknowledges that, it has not been induced to enter into the Contract in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in these General Conditions and, to the extent that it has been it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto. Any conditions or stipulations included in the Client standard form documents which are inconsistent with, or which purport to modify or add to, these General Conditions shall have no effect unless expressly accepted in writing by SGS.

4.3 The Client shall take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the Services.

4.4 In order to allow SGS to comply with the applicable health and safety legislation the Client shall provide SGS with all available information regarding known or potential hazards likely to be encountered by SGS personnel during their visits. SGS shall take all reasonable steps ensure that whilst on the Client's premises, its personnel comply with all health and safety regulations of the Client, provided that the Client makes SGS aware of the same.

4.5 For product conformity certification under an EC Directive the Client shall comply with all the provisions of that Directive. In particular, the Client may only affix the EC mark of conformity when all the requirements of that Directive are met.

4.6 The Client may only reproduce or publish extracts of any report of SGS if the name of SGS does not appear in any way or the Client has obtained the prior written authorisation of SGS. SGS reserves its rights to lodge a complaint in case of disclosure in breach of this clause or disclosure which SGS considers in its sole discretion is abusive. The Client shall not publicise details of the way in which SGS performs, conducts or executes its operations.

4.7 The Client shall immediately inform SGS of any and all changes in their premises which may affect their management system, their service their products, their process or their skills. Any breach of this obligation to inform may lead to the withdrawal of the Certificate. Furthermore the Client is bound to inform SGS

General Conditions for Certification Services

of any major non conformity identified during internal audits undertaken by the Client, its partners or public authorities.

5. FEES AND PAYMENT

5.1 The fees quoted to the Client cover all stages leading to completion of the assessment programme or operations and the submission of a Report and of the periodic surveillances to be carried out by SGS for the maintenance of the Certificate. As fees are based on the charge rate applicable at the time of submitting a Proposal, SGS reserves the right to increase charges during the registration period. SGS may also increase its fees if the Client's instructions change or are found to be not in accordance with the initial details supplied to SGS prior to it providing the relevant fee quotation. Clients will be notified of any increase in fees.

5.2 Additional fees shall be charged for operations that are not included in the Proposal and for work required due to non-conformances being identified. These will include, without limitation, costs resulting from:

- (a) repeats of any part, or all, of the assessment programme or operations due to the registration procedures and rules not being met;
- (b) additional work due to suspension, withdrawal and/or reinstatement of a Certificate;
- (c) reassessment due to changes in the management system or products, process or services; or
- (d) compliance with any subpoena for documents or testimony relating to work performed by SGS.

5.3 Without prejudice to clause 5.2, additional fees will be payable at SGS' charging rates in force from time to time in respect of rush orders, cancellation or rescheduling of services or any partial or full repeats of the assessment programme or operations which are required as set out in the Codes of Practice.

5.4 A copy of SGS' prevailing charging rates is available on request from SGS.

5.5 Unless otherwise stated all fees quoted are exclusive of travelling and subsistence costs (which will be charged to the Client in accordance with SGS Travel Expense Policy). All fees and additional charges are exclusive of any applicable Value Added Tax, Sales Tax or similar tax in the country concerned.

5.6 Following submission of the Report to the Client, SGS shall issue an invoice to the Client. Invoices for additional and further work will be issued on completion of the relevant task. Unless advance payment has been agreed upon, all invoices are payable within thirty (30) days of the date of each invoice (the "Due Date") regardless of whether the Client's system or products qualify for certification failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to including the date payment is actually received.

5.7 Any use by the Client of any Report or Certificate or the information contained therein is conditional upon the timely payment of all fees and charges. In addition to the remedies set out in the Codes of Practice, SGS reserves the right to cease or suspend all work and/or cause the suspension or withdrawal of any Certificate for a Client who fails duly to pay an invoice.

5.8 Client shall not be entitled to retain or defer payment of any sums due to SGS on account of any dispute, counter claim or set off which may allege against SGS.

5.9 SGS may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

5.10 Client shall pay all SGS' collection costs including reasonable attorney's fees and related costs.

6. ARCHIVAL STORAGE

6.1 SGS shall retain in its archive for the period required by the relevant Accreditation Body or by law in the country of the Certification Body all materials relating to the assessment programme and surveillance programme relating to that Certificate.

6.2 At the end of the archive period, SGS shall transfer, retain or dispose of the materials at its discretion, unless instructed otherwise by the Client. Fees for carrying out such instructions will be invoiced to the Client.

7. REPORT AND CERTIFICATE OWNERSHIP AND INTELLECTUAL PROPERTY

Any document including, but not limited to any Report or any Certificate, provided by SGS and the copyright contained therein shall be and remain the property of SGS and the Client shall not alter or misrepresent the contents of such documents in any way. The Client shall be entitled to make copies for its internal purposes only. Duplicates of Certificates are available upon request for external communication purposes.

8. COMMUNICATION

The Client may promote its certification in accordance with the terms set out in the Regulations governing the use of the certification marks. Use of SGS' corporate name or any other registered trademarks for advertising purposes is not permitted without SGS' prior written consent.

9. CONFIDENTIALITY

9.1 As used herein, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the Contract or information as to the business of the other party provided, however, that Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; (3) is disclosed to a party by an independent third party with a right to make such disclosure.

9.2 Unless required by law or by a judicial, governmental or other regulatory body, neither party nor their agents or subcontractors shall use the Confidential Information other than for the purpose of the Contract nor disclose the other's Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

10. DURATION AND TERMINATION

10.1 Unless otherwise agreed, the Contract shall continue (subject to the termination rights set out in these General Conditions) for the term set forth in the Proposal (the "Initial Term"). On expiry of the Initial Term, the Contract shall renew automatically unless and until either party notifies the other in writing that the Contract will terminate at least three months prior to the expiry of the Initial Term or on three months' notice any time after the Initial Term.

10.2 SGS is entitled, at any time prior to the issue of a Certificate, to terminate the Contract if the Client is in material breach of its obligations and, following receipt of notice of such breach, the Client fails to remedy to the satisfaction of SGS such breach within 30 days.

10.3 Either Party shall be entitled to terminate immediately the provision of the Services in the event of any arrangement with

General Conditions for Certification Services

creditors, bankruptcy, insolvency, receivership or cessation of business by the other Party.

10.4 Unless otherwise agreed in writing, the rights and obligations of the parties defined in clauses 8, 9, 12, 13 and 14 shall apply notwithstanding the completion of the Services or termination of the Contract.

10.5 In case the Client transfers its activities to another organisation, the transfer of the Certificate is subject to the Certification Body's prior written consent. Where such consent is given, the use of the Certificate by such new organisation shall be governed by the Contract.

11. FORCE MAJEURE

If SGS is prevented from performing or completing any service for which the Contract has been made by reason of any cause whatsoever outside SGS' control, including, but not limited to, acts of god, war, terrorist activity or industrial action; failure to obtain permits licenses or registrations; illness, death or resignation of personnel or failure by Client to comply with any of its obligations under the Contract, the Client will pay to SGS:

(a) the amount of all abortive expenditures actually made or incurred;

(b) a proportion of the agreed fees equal to the proportion (if any) of the service actually carried out;

and SGS shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.

12. LIMITATION OF LIABILITY AND INDEMNITY

12.1 SGS undertakes to exercise due care and skill in the performance of the Services and accepts responsibility only in cases of proven negligence.

12.2 Nothing in these General Conditions shall exclude or limit SGS' liability to the Client for death or personal injury or for fraud or any other matter resulting from SGS' negligence for which it would be illegal to exclude or limit its liability.

12.3 Subject to clause 12.2, the total liability of SGS to the Client in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to SGS under the Contract (excluding Value Added Tax thereon).

12.4 Subject to clause 12.2, SGS shall have no liability to the Client for claim for loss, damage or expense unless arbitral proceedings are commenced within one year after the date of the performance by SGS of the service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.

12.5 Subject to clause 12.2, SGS shall not be liable to the Client nor to any third party:

(a) for any loss, damage or expense arising from (i) a failure by Client to comply with any of its obligations herein (ii) any actions taken or not taken on the basis of the Reports or the Certificates; and (iii) any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information provided to SGS;

(b) for loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from

the claims of any third party (including without limitation product liability claims) that may be suffered by the Client; and

(c) any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

12.6 Except for cases of proven negligence or fraud by SGS, the Client further agrees to hold harmless and indemnify SGS and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising (i) relating to the performance, purported performance or non-performance, of the Services or (ii) out of or in connection with the Client's product, process or service the subject of the certification (including, without limitation, product liability claims).

12.7 Each party shall take out adequate insurance to cover its liabilities under the Contract.

13. MISCELLANEOUS

13.1 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.

13.2 Except as expressly provided for herein, the Client may not assign or transfer any of its rights hereunder without SGS' prior written consent.

13.3 Neither party shall assign the Contract without the prior written consent of the other Party such consent shall not be unreasonably withheld. Any assignment shall not relieve the assignor from any liability or obligation under the Contract.

13.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these General Conditions or the Contract.

13.5 A Party giving notice under these General Conditions must do so in writing with such notice being hand delivered or sent by prepaid, first class post or facsimile to the address for the other Party as set out in the Application. A notice will be deemed received by the other Party:

(a) if hand delivered, on the date of delivery;

(b) if sent by first class post, three days after the date of posting;

(c) if sent by facsimile, the time indicated on the sending Party's facsimile transmission confirmation message.

13.6 The Parties acknowledge that SGS provides the Services to the Client as an independent contractor and that the Contract does not create any partnership, agency, employment or fiduciary relationship between SGS and the Client.

13.7 Any failure by SGS to require the Client to perform any of its obligations under these General Conditions or the Contract shall not constitute a waiver of its right to require performance of that or any other obligation.

14. DISPUTES

Unless specifically agreed otherwise, all disputes arising out or in connection with these General Conditions or the Contract shall be governed by the laws of England 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. The arbitration shall take place in Paris (France) and be conducted in the English language.