4.1 In the event that the Services provided to the Client under any one of this Agreement, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.

4.2 It follows that the Client shall provide the Client with all necessary information, supporting documentation, and other materials as may be reasonably required for the Client to provide Intertek with the necessary details to perform the services contemplated therein.

5.1 The Client agrees to pay to Intertek the Charges agreed in the Proposal.

5.2 Where any other price quotes or invoices are required, the Client will advise Intertek in writing.

5.3 Where the Client is charged for any tests requested, Intertek shall issue a test report and charge for such tests in accordance with the terms of the Proposal.

5.4 Where any additional work performed by Intertek will be charged on a time and material basis.

5.5 Unless otherwise agreed in the Proposal, Intertek reserves the right to charge a fee for any additional copies of test reports or other documents prepared or issued by Intertek.

5.6 Intertek reserves the right to increase Charges for any reason, including but not limited to:

(a) any additional work performed by Intertek;
(b) any additional work performed by the Client;
(c) any additional work performed by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
(d) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
(e) to provide the Services in advance of any applicable import/ export restrictions that may apply to any relevant premises at which the Services are to be provided;
(f) to provide the Services in advance of any applicable import/ export restrictions that may apply to any relevant premises at which the Services are to be provided; and
(g) to provide the Services in advance of any applicable import/ export restrictions that may apply to any relevant premises at which the Services are to be provided.

5.7 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.

5.8 Where any disputes arise out of or in connection with this Agreement, the Client shall give Intertek the opportunity to settle the dispute by giving Intertek notice of the dispute within thirty (30) days of the dispute arising.

5.9 Any Such notice must be in writing and the Client shall be bound to Intertek by its terms.

5.10 Any dispute arising out of or in connection with this Agreement shall be final and binding upon the Client and Intertek, and the Client shall be bound to Intertek by its terms.

5.11 Any such notice must be in writing and the Client shall be bound to Intertek by its terms.

5.12 The Client shall pay all Charges and other amounts due to Intertek in accordance with the terms of this Agreement.

5.13 Any amount not paid by the Client within the credit terms referred to in 5.5 above shall become immediately due and payable.

5.14 If the Client fails to pay within the further execution of all or any part of the Services, and any Charges for any part of the Services which has already been performed shall become immediately due and payable.

5.15 The Client shall notify Intertek of a valid invoice promptly and in any event, no later than thirty (30) days of the date on which the invoice was issued.

5.16 The Client shall pay all Charges and other amounts due to Intertek in accordance with the terms of this Agreement.

5.17 The Client shall pay all Charges and other amounts due to Intertek in accordance with the terms of this Agreement.

5.18 Any amount not paid by the Client within the credit terms referred to in 5.5 above shall become immediately due and payable.

5.19 Any dispute arising out of or in connection with this Agreement shall be final and binding upon the Client and Intertek, and the Client shall be bound to Intertek by its terms.

5.20 Any amount not paid by the Client within the credit terms referred to in 5.5 above shall become immediately due and payable.

5.21 The Client shall notify Intertek of a valid invoice promptly and in any event, no later than thirty (30) days of the date on which the invoice was issued.

5.22 Any dispute arising out of or in connection with this Agreement shall be final and binding upon the Client and Intertek, and the Client shall be bound to Intertek by its terms.

5.23 Any amount not paid by the Client within the credit terms referred to in 5.5 above shall become immediately due and payable.

5.24 The Client shall pay all Charges and other amounts due to Intertek in accordance with the terms of this Agreement.

5.25 Any amount not paid by the Client within the credit terms referred to in 5.5 above shall become immediately due and payable.

5.26 The Client shall notify Intertek of a valid invoice promptly and in any event, no later than thirty (30) days of the date on which the invoice was issued.

5.27 Any dispute arising out of or in connection with this Agreement shall be final and binding upon the Client and Intertek, and the Client shall be bound to Intertek by its terms.

5.28 Any amount not paid by the Client within the credit terms referred to in 5.5 above shall become immediately due and payable.
request and such a rejection by Intertek of the Client’s request will not exempt the Client from its obligation to pay within the period referred to in 5.5 above.
3.13 In the event of non-compliance of the Services, Intertek has the right to invoice the Client for the cost of all Services provided to date. In such a scenario the Client agrees to pay this invoice within thirty (30) days of the invoice date.
6. INTERTEK’S PROPERTY RIGHTS AND DATA PROTECTION
6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party.
6.2 Any use by the Client (or its Affiliates) of the name “Intertek” or any of Intertek’s trademarks or brand names for any marketing, media or publication purposes must be prior approved in writing by Intertek.
6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
6.4 All intellectual Property Rights in any Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas or procedures that may arise during the performance or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
6.6 Both parties shall observe all statutory provisions with regard to data protection including but not limited to the GDPR.
7. CONFIDENTIALITY
7.1 In consideration of the Client (the “Receiving Party”) obtaining Confidential Information of the other party (the “Disclosing Party”) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
(a) Accept that the Confidential Information is confidential, by applying the same standard of care that it uses for its own Confidential Information;
(b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
(c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.
7.2 The Receiving Party may disclose the Disclosing Party’s Confidential Information on a “need to know” basis:
(a) to any legal advisors and statutory auditors that it has engaged for itself;
(b) to any regulator, regulatory supervisor or supervisory authority for its business;
(c) to any director, officer or employee of the Receiving party that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is of the same party to whom the Disclosing Party’s Confidential Information is disclosed.
7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
(a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
(b) is or becomes public knowledge other than by breach of this Clause 6.6; or
(c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation of confidentiality (or any similar obligation) to the Disclosing Party;
(d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the request to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
7.5 Each party shall ensure the compliance by its employees, agents and representatives (with the authorities to which the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
7.6 The obligations set out in this Clause 11 shall survive termination of this Agreement.
8. AMENDMENT
8.1 No amendment to this Agreement shall be effective unless in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.
9. FORCE MAJEURE
9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
(a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
(b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and/or piracy;
(c) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
(d) any breach or alleged breach by the Receiving Party of any of its obligations set out in Clause 4 above;
(e) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
(f) any claims or suits arising as a result of any misuse or unauthorized use of any Reports issued by Intertek or Confidential Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
(g) any claims arising out of or relating to any third party’s use of or reliance on any Reports or any reports, or any conclusion or other material for the purposes of this Agreement; and
(h) any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any claim.
9.3 INDEMNITY
9.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, Affiliates, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney’s fees) arising, directly or indirectly, out of or in connection with:
(a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
(b) claims or suits for personal injuries, loss or damage to property, economic loss, and loss or damage to individual or intangible assets or interests of Intertek, including procuring the same from any sub-contractors) with its obligations under this Clause 7 in respect of the Confidential Information, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
(b) any claims arising out of or relating to any third party’s use of or reliance on any Reports or any reports, or any conclusion or other material for the purposes of this Agreement.
9.4 INDEMNITY
9.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, Affiliates, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney’s fees) arising, directly or indirectly, out of or in connection with:
(a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
(b) claims or suits for personal injuries, loss or damage to property, economic loss, and loss or damage to individual or intangible assets or interests of Intertek, including procuring the same from any sub-contractors) with its obligations under this Clause 7 in respect of the Confidential Information, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
(b) any claims arising out of or relating to any third party’s use of or reliance on any Reports or any reports, or any conclusion or other material for the purposes of this Agreement.
9.4 INDEMNITY
9.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, Affiliates, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney’s fees) arising, directly or indirectly, out of or in connection with:
(a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
(b) claims or suits for personal injuries, loss or damage to property, economic loss, and loss or damage to individual or intangible assets or interests of Intertek, including procuring the same from any sub-contractors) with its obligations under this Clause 7 in respect of the Confidential Information, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
(b) any claims arising out of or relating to any third party’s use of or reliance on any Reports or any reports, or any conclusion or other material for the purposes of this Agreement.
16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.

16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

Third Party Rights

16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

Further Assurance

16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.