

EUROPEAN IRS CERTIFICATION SCHEME LICENSE AGREEMENT

THIS AGREEMENT is made the xxx day of (date) BETWEEN xxxx ("the Applicant") of the first part and THE CONFEDERATION OF AERIAL INDUSTRIES LIMITED ("CAI") whose registered office is at Communications House, 41a Market Street, Watford, Hertfordshire WD18 0PN and DTG TESTING LIMITED ("DTG") whose registered office is at 5th Floor, 89 Albert Embankment, Vauxhall, London SE1 7TP of the second part.

WHEREAS:-

- (1) CAI and the DTG provide a European IRS Certification scheme ("the Scheme") whereby organisations within the industry who are not required to be members of CAI or the DTG can submit products for testing to an approved test house and if successful will be issued a Certificate of Test ("Certificate")
- (2) DTG Testing has been approved as the test house for the Scheme.
- (3) This contract sets out the terms and conditions under which the scheme operates.

NOW IT IS HEREBY AGREED as follows:-

1. DTG are the approved test house for product testing in connection with the Scheme until the Applicant is notified otherwise by CAI and/or DTG.
2. The Applicant will submit products for testing to DTG in accordance with the Scheme.
3. The Applicant undertakes and agrees to:-
 - 3.1 Comply in all respects with the scheme Guidelines on Process for Product Testing from time to time in force as if the same were repeated herein and as provided to the Applicant by CAI or DTG.
 - 3.2 Enter into this Contract with CAI and DTG in the form included or such other form as is required by CAI and DTG from time to time.
 - 3.3 Provide DTG with manufacturer's ISO Certificate (or equivalent) covering the entire period from the date of application for approval under the Scheme to the end of the Certificate period and provide any further ISO certificates (or equivalents) to DTG throughout the Certificate period when renewed from time to time.

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- 3.4 Provide DTG with all information required by them in order to provide the Services.
- 3.5 Co-operate fully with CAI and DTG in relation to the audit process in the Guidelines ("the Audit Process") and certificate renewal process in the Guidelines ("the Renewal Process") and ensure that samples are made fully available to them.
- 3.6 Pay the fees of testing to DTG when invoiced and reimburse CAI for any costs applied by a distributor or manufacturer in providing additional samples for the Audit Process or samples for the Renewal Process.
- 3.7 When notified of failed testing after the Audit Process or Renewal Process:-
 - 3.7.1 DTG will return sample tested within 14 days of failure for the manufacturer to test if wanted.
 - 3.7.2 The Applicant will fund CAI to purchase a second sample in the market if they believe the failure was due to a faulty sample not a faulty batch, within 7 days of the previous sample being returned to them.
 - 3.7.3 If the second sample also fails the Applicant will withdraw the product from sale and also withdraw manufactured products in that batch from sale and/or distribution at their own cost, within 14 days of a second failure.
 - 3.7.4 The Applicant will then either identify a resolution to the problem causing the failure and resubmit an example of a new batch to be tested as a new product under the scheme or submit a reworked sample as a new product, along with evidence that the remaining stock from the batch has also been reworked. If the manufacturer chooses, they can withdraw the product from the scheme instead.
 - 3.7.5 The Applicant will take any further action required by CAI and/or DTG in accordance with their guidelines on process for product testing in force at that time or otherwise as required by them; and
 - 3.7.6 The Applicant will co-operate fully with CAI and DTG in any action they deem necessary; Save that in any case where a grace period is permitted for the Applicant to resolve the problem where the above clauses 3.7.1 to 3.7.4 shall only apply after the expiration of that grace period. See also clause 7.
- 3.8 The Applicant will only distribute or sell products identified and marketed in the manner outlined in the Brand Guidelines. Do not market in any way other products that have not been through the testing process or have failed

the testing, as though they have or have passed, or imply as such by use of the EICS logo or scheme name and/or description on websites, printed materials or any other marketing or other materials.

- 3.9 The Applicant will Indemnify DTG and CAI in relation to all costs claims damages demands and expenses from any purchaser of products from the Applicant whether directly or indirectly purchased from the Applicant where the product has approval under the Scheme but approval is later withdrawn under the Audit Process or Renewal Process and the third party claims to have suffered losses in reliance upon the Scheme approval.
- 3.10 The Applicant will notify CAI and DTG if the manufacturing process for the product awarded a Certificate or the manufacturing plant and machinery or the manufacturing location for the product changes at any time during the period of the Certificate and the Applicant acknowledges that the CAI and DTG may then require a re-test of the product because of the altered circumstances.
- 3.11 The Applicant will pay all fees payable in connection with the Audit Process or Renewal Process.
- 4 The Applicant acknowledges that the Guidelines will apply to all products submitted for testing to DTG at any time and as amended from time to time as if the same were repeated herein verbatim.
- 5 The Applicant acknowledges that the CAI and/or DTG may amend or add to the EICS Specifications at any time should circumstances require in accordance with clause 16 of the Guidelines. The latest version of the specifications can be found at www.cai.org.uk
- 6 The Applicant warrants and certifies that the samples provided for testing to the Test House represent a true sample of the product to be manufactured or distributed or sold by the Applicant and acknowledges that spot checks may be undertaken by CAI at any time and for any reason and the Applicant:-
 - 6.1 Indemnifies CAI and DTG for any costs claims damages demands or expenses arising out of a breach of this warranty whether the losses are suffered by CAI or DTG or claimed from CAI and/or DTG by a third party
 - 6.2 Acknowledges that action may be taken by the CAI against the Applicant for any recourse that the CAI deems necessary including but without limitation any losses sustained by CAI and/or DTG as a result of the breach of warranty
- 7 CAI agrees with the Applicant that:-
 - 7.1 Within one month of being notified by DTG of a successful test of products submitted by the Applicant under the Scheme the CAI will add the

product to the EICS product list on the CAI website and other locations as approved under the Scheme; and

- 7.2 It will follow the Scheme and Brand Guidelines from time to time in force.
- 8 Where products that have passed the Scheme are not marketed in accordance with the Guidelines then:-
- 8.1 CAI will serve a non-compliance notice on the Applicant and the Applicant will be given 45 days to remedy the non-compliance.
 - 8.2 If the Applicant fails to remedy the non-compliance or remedies that non-compliance but has another non-compliance notice served on it within a period of 90 days after the date of service of the first non-compliance notice then CAI and DTG will withdraw the Certificate.
 - 8.3 In any case where the Applicant's product has failed testing and/or is required to be withdrawn from manufacture, sale or distribution as a result of this clause 8 the Applicant may continue to manufacture the product in question provided that it does not display the EICS logo or in any way imply or claim to be of EICS standard and the applicant fully indemnifies CAI and DTG from any claims demands expenses or costs claimed from the CAI or DTG as a result of the Applicant's breach of this clause
- 9 This Agreement may be terminated in the following circumstances.
- 9.1 Forthwith by CAI and/or DTG if:-
 - 9.1.1 the Applicant fails to pay the Certificate fee when due
 - 9.1.2 the Applicant commits any breach of its obligations hereunder which (in the case of a breach which is capable of being remedied) shall not have been remedied within 14 days of a written request by CAI and/or DTG addressed to the Applicant to remedy the same and in both of those cases the Certificate shall be withdrawn, and the consequences set out in clauses 8.1.1 to 8.1.3 shall apply.
 - 9.2 Forthwith and without notice if the Applicant becomes insolvent, enters into creditors liquidation (whether voluntary or otherwise) has a Receiver appointed for it, enters into or makes any proposal to enter into an arrangement or composition with creditors, is the subject of a petition for insolvency or issues a notice convening a meeting to consider a resolution for its winding-up, or has a liquidator or a receiver (including Administrative Receiver) appointed or has a resolution passed by Directors to apply for an Administration, is the subject of an Administration Order or Administration Application, is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or is otherwise insolvent.

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- 10 No failure by CAI or DTG to enforce or require strict compliance of any terms of this agreement shall constitute a waiver thereof nor any subsequent breach of the same or any other provision of this agreement.
- 11 If any of these clauses shall be found by any Court or administrative body of competent jurisdiction to be (in whole or in part) invalid or unenforceable then that invalidity or unenforceability shall not affect the other conditions (or the remainder of the same condition) which will continue in full force and effect.
- 12 Any notice required to be given under the terms of this agreement shall be given in writing and shall be sent by first class post to the address given by the parties in this agreement or any other address notified by one party to the other subsequently and any notice served by post shall be deemed (unless the contrary can be proved) to have been served two days after posting.
- 13 No variation to this agreement (except variation to the Guidelines which may only be made by the CAI and may be made at any time) will be valid unless confirmed in writing and signed by a duly authorised representative of both parties.
- 14 This agreement is subject to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

Signed by
CAI
in the presence of:-

Signed by
THE APPLICANT
In the presence of:

Signed by
DTG
In the presence of