

# **CE MARKING ASSOCIATION - TERMS AND CONDITIONS - REF-0005**

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## **Section 1: PROJECT TERMS AND CONDITIONS**

### **1.0 Definitions**

- 1.1 "CE Marking Association" (CEMA) means the companies called Wemtech Ltd, Wemtech CTS Ltd and Experior Technical Services Ltd.
- 1.2 "CLIENT" the organisation placing an order/contract with CEMA.
- 1.3 "CONSULTANT" the specialist used in connection with the project.
- 1.4 "PROJECT" the work agreed between CEMA and the client.
- 1.5 "PROJECT DELIVERABLES" any documents generated by CEMA as part of the PROJECT (e.g. reports, technical files, documents, etc)
- 1.6 "NDA" means Non-Disclosure Agreement

### **2.0 CEMA Obligations**

- 2.1 CEMA will make its best endeavours to provide to the client the work set out in the proposal for the project, the client having previously agreed that proposal. If during the project, factors arise which indicate that the problem is insoluble or that the effort and time required will exceed the estimate then CEMA reserve the right to terminate the project or renegotiate a new project based on information revealed. In forgoing circumstances the client will be informed of CEMA intention to terminate the project. The client will receive the results of the work up to the point of termination and will pay a pro rata proportion of the charges related to the number of days already completed on the project. Minimum allowable portion will be 1 day plus travel expenses.
- 2.2 The agreed fees are based on a day rate and must include travelling time to and from CEMA where an overnight stay is not included. A day consists of 7 working hours.
- 2.3 For projects abroad we shall take all reasonable steps to ensure our test equipment is on the clients site when required. We cannot cover unscheduled delays at Customs. It must be at the client's risk if through Custom delays, inclement weather, acts of God etc, if the consultant or the test kit is delayed for reasons beyond our control.
- 2.4 CEMA will keep its equipment in good repair and calibrated to national standards (as appropriate). Uncertainty and measurement principles apply.

### **3.0 The Clients Obligations**

- 3.1 The client must provide detailed product information in accordance with our requirements and, where testing is undertaken at the client's site, accurate product and test location details shall be supplied. Incomplete or inaccurate information could result in delays, additional charges or changes to the project. We reserve the right to terminate on-site testing if the test location is considered unsuitable for the work intended.
- 3.2 It is incumbent on the client to have the right equipment ready (operational) for test. We are prepared to wait on site, but maybe charged at our daily rate.
- 3.3 We are prepared to stay longer on site if circumstances require this and it is within the confines of the working time directive. These extra days (or part days) will be charged at the normal daily rate. We do have other client commitments and whilst we will do our best to make provision to allow for extra on-site days, other commitments must be taken into account.

### **4.0 Expenses**

- 4.1 Normal expenses will be added at cost to the invoice. Normal expenses are defined as: airfare, train fare, taxi fare, car hire, hotel and meals. Extraordinary expenses when not travelling by car is the transport of test equipment to site. These will be added at cost when incurred.
- 4.2 For projects abroad, to reduce health and safety risk to our engineers, any overseas flights will be at business/first class level. Flights under four hours in duration will be accepted at economy class only if the client requests. If the client will only pay economy class airfares on extended trips all days used on the contract, including travel time will be charged at daily rate. A day consists of 7 working hours. Any travel outside working hours could incur a surcharge. This will be dependent on the project and the contract conditions. We may request certain expenses in advance on projects abroad.

### **5.0 Exclusion of Liabilities**

- 5.1 CEMA and its officers disclaim any liability to damage or loss or injury arising from the consultants work whether within or outside the project except caused by negligence on the part of CEMA officers or agents.
- 5.2 In no circumstances, shall CEMA be liable for any loss of business or profit whatsoever however arising in consequence of any work done or not done, by the consultant pursuant to the project or otherwise.
- 5.3 CEMA will keep strictly confidential all industrial and commercial information obtained about clients and their products. Where an NDA calls for all information, including reports generated, to be returned to the client, CEMA cannot be liable where we hold no information about the project. CEMA will not be responsible for third party obligations that the client has imposed that could contradict any NDA's requirements in place. This could include CEMA having to provide information about the product to couriers and other third party services arranged by the client..
- 5.4 CEMA will not be liable for damages, penalties, costs and expenses as a result of work done in accordance with the contract which involves the infringement of any patent, copyright, registered design or other design right or trademark, by the client, or any claim for such infringement.

### **6.0 Cancellation & Postponement of Reservations for Test, Consultancy & Training**

- 6.1 If a reservation is cancelled or postponed with a clear 14 days notice there will be no charge, except for public training courses (See 6.2 & 6.3 for cancellation charges applicable for public training courses). If a reservation is cancelled or postponed within 48 hours of the due date the charge will be 90% of the total cost of the days booked. For cancellation or postponement of a reservation between these two periods there will be a pro rata charge. The reservation is accepted in writing and cancellation or postponement must also be in writing.
- 6.2 For public training course, cancellations will incur a £35.00 administrative charge, except where the cancellation occurs less than 14 days prior to the course date, at which point the full amount will be payable.
- 6.3 Persons registered to attend a public training course are permitted to move, just once, to another course or date at no additional charge (the courses must be the same price). If the person wishes to move again after the first move, then the cancellation charges in 6.2 will apply.

### **7.0 Completion of Project**

- 7.1 Any time or date given for the completion of the project is an estimate only and delays in completion shall not entitle the client to rescind the contract or to claim damage against CEMA. Notwithstanding this, CEMA will endeavour to comply with the specified completion date. When requested the client will sign off the project indicating the work has been completed. A 1 hour handover meeting will be offered and is free of charge if held at CEMA premises.

### **8.0 Products & Goods**

- 8.1 It is the responsibility of the client to arrange delivery and collection of items sent to CEMA for assessment or testing, as well as ensure the product is easily handled (or supplied with handling equipment). Collection should take place no later than 2 weeks (10 working days) after the completion of the assessment. A reasonable storage fee may be levied where collection takes place after this period. After a request for collection has been made, CEMA reserve the right to return or destroy the equipment after 3 months of the completion of testing. Return or destruction will take place at the clients cost.

### **9.0 Orders & Contracts**

- 9.1 All Orders must be in writing, e-mail is acceptable.
- 9.2 The terms and conditions stated on the quotation are final and binding on both parties

## **10.0 PROJECT DELIVERABLES & Reports**

- 10.1 Reports and CEMA letterheaded documents will be issued on receipt of full payment.
- 10.2 Technical Files will be issued on receipt of full payment, if the file is complete. The CLIENT will be given 3 weeks to supply documentation (from the point of request from CEMA) for the Technical File. After 3 weeks CEMA will submit their invoice, provided other aspects of the project are complete and provided CEMA has completed the sections of the Technical File under CEMA responsibility. A Technical File Audit will be issued to the CLIENT informing them of outstanding documentation at the point of the invoice being released. CEMA will keep hold of the Technical File for at least a further 3 weeks (or until the final invoice has been paid) giving the CLIENT an opportunity to provide the outstanding documentation.
- 10.3 A single, signed paper copy of the PROJECT DELIVERABLES will be issued to the CLIENT as part of the PROJECT (Except for Technical Files).
- 10.4 Technical Files will be issued in paper format, unless an electronic copy has been requested by the CLIENT. Electronic copies will be issued on a CD. Only electronic copies of documentation will be kept by CEMA after the PROJECT is complete and no paper copies will be retained (paper copies will either be returned to the CLIENT or disposed in a confidential manner).
- 10.5 Amendments to these PROJECT DELIVERABLES after project completion may be subject to a charge (at the normal daily rate). Additional paper copies are available, but will be subject to a charge. Non-signed electronic copies are available after the paper copy has been issued free of charge.

## **11.0 Payment Terms**

- 11.1 All invoices are due for payment at the time of presentation. The client shall pay the sum agreed in the project quotation within 30 days from the date indicated on the invoice or as defined on the quotation. This credit arrangement is granted as a goodwill gesture between client and CEMA. It can be withdrawn at anytime, without explanation. Overdue Accounts will incur interest charges at 8% above current bank rate. We close our Purchase Ledger for the previous month on the 5th day of the following month; any invoices received after the 5th will be posted to that months Ledger for payment.

## **12.0 Termination**

- 12.1 If the client shall commit any act of bankruptcy or being a company shall go into liquidation (other than voluntary liquidation for the purposes of reconstruction or amalgamation), or suffer the appointment of an administrative receiver or any proceedings shall be instituted in respect of it under the insolvency act 1976 or shall fail to make any or any other payment provided for by the contract when the same shall be due, CEMA shall be entitled to terminate the contract by notice in writing to the client. In the event of the client coming under the control of another person, form or company, CEMA reserve the right to terminate the contract by notice in writing to the client without liability.

## **13.0 Assignment**

- 13.1 The benefit of this contract is not assignable by the client without the prior consent of CEMA.

## **14.0 Law Applicable**

- 14.1 The contract is to be governed in all respects by English law.

## **SECTION 2: MEMBERSHIP TERMS AND CONDITIONS**

### **1.0 Definitions**

- 1.1 "CE Marking Association" (CEMA) means the companies called Wemtech Ltd, Wemtech CTS Ltd and Experior Technical Services Ltd.
- 1.2 "CLIENT" the organisation placing an order/contract with CEMA.
- 1.3 "LOGO" means Trade Marked image for CEMA as displayed on our website and literature.

### **2.0 CEMA Obligations**

- 2.1 CEMA will make its best endeavours to provide to the client the membership benefits are outlined on the CEMA website and further explained within these terms and conditions during the period of membership the client has contracted. Benefits are subject to change and CEMA has the right to withdraw a benefit without prior notice.
- 2.2 Membership is contracted for a minimum period of 1 year or integers thereof. No refunds will be offered for cancellation of the contracted period.
- 2.3 CEMA will respond to Member's questions (telephone or e-mail) within a reasonable timeframe. 'Reasonable timeframe' is usually considered to be within 2 working days, however our intent is to respond within a shorter time frame, subject to the nature of the query.

### **3.0 The Clients Obligations**

- 3.1 Clients will assign named users within the limits of their contract. Only the named users will be permitted to correspond with CEMA with respect to the benefits, with exception for attendance to the Annual CE Marking Seminar. Membership is considered to apply company-wide, but is limited to individual sites.
- 3.2 Places on the Annual CE Marking Seminar are reserved on a first register basis, but may be restricted in numbers of attendees for each client dependent upon the demand. CEMA reserves the right to amend bookings for large groups to allow more member clients to attend.
- 3.3 The prime contact will be responsible for registering and managing the named users.
- 3.4 Whilst the client remains a member of CEMA we will permit the use of our LOGO and/or our tradename (The CE Marking Association) and/or Membership Certificate in an appropriate manner and which does not in any way misrepresent our organisation and endorse the client's views in any literature or correspondence, electronic or printed. Permission for use shall be obtained by prior written authorisation.
- 3.5 The renewal cost of membership will be valid for 30 days post renewal date. Thereafter the new membership rate will apply. Renewal cost is subject to change and the renewal cost will be the price set by CEMA at the time of renewal.
- 3.6 All invoices are due for payment at the time of presentation. The client shall pay the sum agreed on the invoice within 30 days from the date indicated on the invoice. For clients outside the UK shall be required to make 100% up front prior to membership starting.

### **4.0 Joint Obligations**

- 4.1 All benefits are subject to reasonable usage and may be subject to change. 'Reasonable usage' is usually considered to equate to 6 hours of assistance in the first year of Membership and 4 hours per year thereafter for renewals, subject to discretion of CEMA.
- 4.2 The Quick-Look-See (QLS) Benefits is limited to one EMC and one Face-to-Face Consultancy per client per 12-month membership period. The QLS appointments are by prior arrangement and subject to the time and location restrictions listed on the website.