

1. **THIS AGREEMENT is made this Insert Day day of Insert Month Insert Year**

BETWEEN

- (1) **Lloyd's Register Group Limited, registered office 71 Fenchurch Street, London, EC3M 4BS, registered number 08126909**
(hereinafter referred to as "LR")

ご記入日 (Form 2502TAの日付に合わせてください。)

AND

- (2) **Insert Client Name and Address (hereinafter referred to as "the Client").**

Module B 証明書に記載の御社住所をご記入して下さい。

2. **SCOPE OF AGREEMENT**

- 2.1 LR agrees to provide services as detailed in either the latest Schedule A or written quotation to this Agreement agreed between the parties (hereinafter referred to as "the Services").
- 2.2 In order that LR may provide the Services, the Client agrees to supply LR with all information, accommodation and facilities necessary for the proper accomplishment of the work in accordance with this Agreement.
- 2.3 LR reserves the right to make unannounced visits to the premises operated or controlled by the Client or any of the Client's agents or Subcontractors.
- 2.4 The Client will provide LR with access to any part of the Client's premises and with unrestricted opportunity to verify conformance of products connected with the Services provided pursuant to this agreement and shall provide LR with any support tools available to the Client and the Client's personnel will operate such support tools as required by LR.
- 2.5 The Client must inform LR, without delay, of:
- any plan for substantial changes to the product range and/or the approved management system; or,
 - any changes likely to affect the approved management system's continued conformity with the applicable requirements and approval issued pursuant to this Agreement.
- 2.6 LR in providing the Services may use the LR Group's resources. The LR Group includes LR its affiliates and subsidiaries and the officers, directors, employees, representatives and agents of any of them individually or collectively.
- 2.7 LR undertakes to provide suitably qualified personnel either by direct deployment or by sub-contract to any party approved by LR.
- 2.8 The Client undertakes where applicable to comply with the LR Group's requirements governing use of any LR Group Scheme Mark any Material Accreditation Marks in association with the LR Group's Scheme Mark, any Lloyd's Register Verification approval mark and any United Kingdom Accreditation Services (UKAS) mark or symbol. The Client undertakes to use any such mark or symbol and the LR Group's notified body number only in respect of the products within the scope of approval.

3. **TERMS OF PAYMENT**

- 3.1 The charges for the Services are as set out in either the latest Schedule B or written quotation to this Agreement agreed between the parties.
- 3.2 All expenses reasonably incurred by employees of LR or by the sub-contractor in the performance of this Agreement shall be paid by the Client.
- 3.3 LR reserves the right to increase charges from time to time. LR will notify the Client in advance of its intention to vary the charges.
- 3.4 All payments due from the Client under this Agreement shall be paid to LR within 30 days of the date of invoice, unless otherwise stated in the latest Schedule B or written quotation to this Agreement agreed between the parties. ("Due Date").
- 3.5 The Client agrees to pay all undisputed portions of invoices for the Services within 30 days of the invoice date. LR reserves the right to charge interest at an annual rate of 2% above the greater of the London Interbank Offered Base Rate (LIBOR) or the equivalent in the country where the Client maintains its principal office on any amount remaining unpaid beyond 30 days, and may withhold any or all Services until the arrears, including interest, are paid.

4. **CONFIDENTIALITY**

LR agrees to maintain as confidential and not to use or disclose to any third party, any information derived from the Client in connection with the Services without the consent of the Client except to the extent that it is reasonably necessary to enable LR to carry out the Services in accordance with the terms of this Agreement.

Such obligation shall continue in full force and effect during the term of and after the termination of this Agreement provided, however, that the following shall not be subject to such restrictions:

- any information which was in the possession of LR prior to its disclosure to LR by the Client; or,
- any information which is or shall become part of the public domain; or,
- any information which shall otherwise lawfully become available to LR from a source independent of the Client; or,
- any information which otherwise may be required to be made available in respect of achieving Accreditation/Notification; or,
- any information subject to a request from a recognised Competent Authority or Notified Body from a European Union Member State.

5. **LIABILITY**

- 5.1 In providing Services, information or advice neither the LR nor any of its affiliates, subsidiaries, subcontractors, nor the officers, employees or agents of any of them individually or collectively warrant the accuracy of any information, review, audit, certification or advice supplied. Except as set out herein neither LR nor any of its affiliates, subsidiaries, subcontractors, and the officers, employees or agents of any of them individually or collectively (on behalf of each of whom LR has agreed this clause) shall be liable for any loss damage or expense whatever sustained by any person due to any act or omission or error of whatsoever nature and howsoever caused of LR its affiliates, subsidiaries, subcontractors and the officers, employees, or agents of any of them individually or collectively or due to any inaccuracy of whatsoever nature and howsoever caused in any information, review, audit, certification or advice given in any way whatsoever by or on behalf of LR, even if held to amount to a breach of warranty. Nevertheless, if any person who is a party to the Agreement pursuant to which LR provides any service uses LR's Services or relies on the information, review, audit, certification or advice given by or on behalf of LR and suffers loss damage or expense thereby which is proved to have been due to any negligent act omission or error of LR its affiliates, subsidiaries, subcontractors and the officers, employees or agents of any of them individually or collectively, or any negligent inaccuracy in information, review, audit, certification, or advice given by or on behalf of LR then LR will pay compensation to such

person for his proved loss up to but not exceeding the amount of the fee (if any) charged by LR for that particular service information or advice.

- 5.2 Notwithstanding the previous clause, LR will not be liable for any loss of profit, loss of contract, loss of user, or any indirect or consequential loss, damage or expense sustained by any person caused by any act, omission, or error or caused by any inaccuracy in any information or advice given in anyway by or on behalf of LR.

6 INDEMNITY

- 6.1 The Client undertakes to indemnify LR against any losses suffered by, or claims made against, LR as a result of misuse by the Client of any Approval or Licence granted by LR under this Agreement and/or as a result of the misuse of any Notified Body number, mark or symbol owned by UKAS or any member of the LR Group.
- 6.2 For the duration of a certificate's validity provided by LR pursuant to this contract it remains the property of LR. In the event of such a certificate's validity expiring or being withdrawn by LR the Client is required to annotate and mark all such certificates or copies, thereof, accordingly.
- 6.3 The Client agrees to hold harmless and indemnify LR from and against any product liability claims made with reference to products connected with the Services provided pursuant to this agreement.

7 ENTIRE AGREEMENT

No addition, alteration or substitution of these contractual terms and conditions will bind LR or form part of the contract unless expressly accepted in writing by an authorised LR representative. In the event of any conflict between these terms and conditions and any document purporting to impose different terms, these terms and conditions will prevail.

The parties agree that this Agreement constitutes the entire agreement between them in relation to the scope hereof, and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.

8 FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed as set out in this Agreement shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission arises from causes reasonably beyond the control of such party.

9 TERMINATION

- 9.1 This Agreement shall continue in force unless and until terminated by either party upon 30 days written notice to the other.
- 9.2 At the date of termination of this Agreement LR's Certificates of Approval against Directive QA modules, LR Group Quality Management Systems (QMS) Schemes and Material Accreditation Marks in association with the LR Group's QMS Scheme shall immediately cease to be valid.

10 ASSIGNMENT

Except as otherwise agreed by the parties in writing this Agreement shall not be assigned.

11 CLIENT'S COMPLIANCE WITH APPLICABLE REQUIREMENTS

- 11.1 The Client undertakes to comply with all applicable health, safety and environmental laws, orders, regulations and other similar instruments and to provide all LR personnel with suitable personal protective equipment for use in the performance of the Services.
- 11.2 The Client declares that this Agreement, including the aforementioned Schedule A or any written quotation, constitutes an application for approval under any EC Directive specified. It is understood and agreed that upon completion of conformity assessment procedures, LR shall forward the results of these procedures to Lloyd's Register Verification Limited (LRV) the Notified Body to determine whether to issue certification under the applicable EC Directive.
- 11.3 The Client declares that in so far as this Agreement, including Schedules A and B or any written quotation referred to herein constitute an application for approval under a Directive specified that no such application has been lodged with any other Notified Body pursuant to the same Directive and that no contract has been entered into with another Notified Body for approval of the Client's equipment with respect to any Directive specified in Schedule A or the written quotation referred to herein.
- 11.4 The Client undertakes to comply with all requirements and obligations as defined within the EC Directives and as specified within the attached schedule A or the written quotation referred to herein.
- 11.5 The Client undertakes to use LRV's Notified Body number (0038) only on products, packaging, documentation or certificates as permitted by the applicable Directive/Regulation and for which the applicable declaration of conformity or performance has been issued to comply with all requirements and obligations as defined within the EC Directives and as specified within the attached Schedule A or the written quotation referred to herein
- 11.6 The Client undertakes to use the LRV mark and any UKAS mark or symbol in accordance with the instructions for use issued by LR.
- 11.7 The client is required to maintain their quality management system to the requirements specified with the attached schedule A or the written quotation referred to herein.
- 11.8 The Client has a duty to provide a safe place of work for LR Group personnel. This duty relates to places of work which are under the control of the Client.
- 11.9 LR may, in its discretion, withhold or withdraw any Licence, certificate, Approval, mark or number or any non-compliance with the requirements governing the use of any such Licence, certificate, Approval, mark or number and may terminate this Agreement forthwith in the event of any such misuse or non-compliance. In addition, LR may, in its discretion, without or withdraw any Licence, certificate or Approval (including, without limitation, the right to use any applicable mark and/or Notified Body number) in the event of the non-payment of any fee and may terminate this Agreement forthwith in the event the Client fails to remedy this breach within (30) thirty days of Due Date.

12 GOVERNING LAW

This Agreement and any dispute or claim between any member of the LR Group and the Client arising from or in connection with it, or the Services provided hereunder, will be governed by English law. Except as provided below, LR and the Client irrevocably agree that the English courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with this Agreement or the Services provided hereunder. Nothing in this clause limits the right of LR to take debt collection proceedings against the Client in any other court of competent jurisdiction.

13 ENTIRE AGREEMENT

The parties agree that this Agreement constitutes the entire agreement between them, and supersedes all previous drafts, agreements,

arrangements and understandings between them, whether oral or written.

14 ANTI-BRIBERY, ANTI-CORRUPTION and DATA PROTECTION

The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and personal data protection.

For the Client		For LR	
Signed ご署名		Signed	
Title <i>Enter Title</i> お役職 (例、President, QA Manager, etc)		Title <i>Enter title</i>	
Name <i>Enter Client Name</i> ご署名された方のお名前を アルファベットでご記入ください。		Name <i>Enter Name</i>	
Date <i>Enter Date</i> ご記入日(Form2502TAの日付に合わせてください)		Date <i>Enter Date</i>	Agreement Control/Reference No. <i>Must be completed</i>

赤枠内はLRが記入します。