

## 1.0 Applicable Standards

ISO 17021-1

## 2.0 Purpose

This procedure describes the approach to be used for the limitation of liabilities and warranties for pre-certification and surveillance/recertification audit information for client and Husk Registrars, LLC.

## 3.0 Scope

This procedure applies to the following:

- Pre-certification/Initial Audit
- Surveillance audits
- Recertification audits
- Special audits/Scope Expansion/Scope Reduction/Transfer (Non-MLA and MLA)

## 4.0 Authority and Responsibility

The President is responsible for ensuring that limitation of liabilities and warranties for pre-certification activities, surveillance audits, recertification audits and special audits are handled according to this procedure.

## 5.0 Procedure

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Limitation of Liability and Warranties

1. IN NO EVENT SHALL HUSK REGISTRARS, LLC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES (INCLUDING BUSINESS INTERRUPTION), WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE WHICH MAY BE SUFFERED BY A PARTY, EVEN IF HUSK REGISTRARS, LLC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMIT OF HUSK REGISTRARS, LLC'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) TO THE CLIENT OR TO ANY THIRD PARTY CONCERNING ANY MATTER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS, SHALL NOT IN THE AGGREGATE EXCEED THE FEES AND EXPENSES PAID BY CLIENT TO HUSK REGISTRARS, LLC HEREUNDER. CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF THESE ARRANGEMENTS SHALL BE FOR HUSK REGISTRARS, LLC, UPON RECEIPT OF WRITTEN NOTICE, TO USE COMMERCIALY REASONABLE EFFORTS TO CURE THE BREACH AT ITS EXPENSE, AND FAILING THAT, THE RETURN OF FEES PAID TO HUSK REGISTRARS, LLC FOR THE WORK RELATED TO THE BREACH, OR PAYMENT UNDER AN INSURANCE CLAIM. The allocations of liability in this Section 15.1 represent the agreed and bargained-for understanding of the parties and Husk Registrars, LLC's compensation for the Services reflects such allocations. The Client agrees further that it will look only to the assets of Husk Registrars, LLC in connection with any liabilities hereunder and in no event shall the Client have any claim against any affiliate, shareholder, partner or holder of an ownership interest in Husk Registrars, LLC in connection with this Agreement.

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2. All warranties and conditions and other terms implied by statute or common law on Husk Registrars, LLC, are to the fullest extent permitted by law, excluded by this Contract, including but not limited to ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

3. The Client acknowledges and accepts that where Services are required to change to comply with IAS guidelines or any other legal requirements, Husk Registrars, LLC shall not be liable for breach under this Contract.

4. Nothing in this agreement limits or excludes the liability of Husk Registrars, LLC for: • death or personal injury resulting from negligence; or • any damage or liability incurred by the Client as a result of fraud, or fraudulent misinterpretation by Husk Registrars, LLC.

5. Husk Registrars, LLC shall not be liable to the Client nor to any third party:

5.1 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 Husk Registrars, LLC;

5.2 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

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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

5.3 any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in 15.6.2 above).

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

7. Except for cases of proven gross negligence or fraud by Husk Registrars, LLC and subject to the other provisions of the Contract, the Client further agrees to hold harmless and indemnify Husk Registrars, LLC and its officers, employees, agents or subcontractors against all claims (actual or threatened) 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).

8. Husk Registrars, LLC shall have no liability to the Client for any claim for loss, damage or expense unless arbitral proceedings are commenced within one year after the date of the performance by Husk Registrars, LLC 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.

9. Except as otherwise specified in this Contract, Client agrees to indemnify, defend and hold harmless Husk Registrars, LLC (as well as its agents, employees, principals, partners, shareholders, or holders of an ownership interest, as the case

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may be), from and against any third party claims, demands, losses, damages or expenses relating to (i) bodily injury or death of any person or damage to real and/or tangible personal property or (ii) related to this Contract.

