**EGEA label - Terms and Conditions (rev2016 12 22)**

These are the terms and conditions which applicants to the label will be required to sign up to.

1. **EGEA Terms and Conditions**

The Applicant acknowledges and agrees to the terms and conditions set out below.

1. **Definitions**
* **“Appeal Procedures”** means the procedures set out as an appendix to the Label
Procedures and dealing with any appeal against the refusal by EGEA to award a Label.
* **“Applicant”** means the person so named in the relevant Application.
* **“Application”** means an application to EGEA for the award of a Label, which seeks to
incorporate these terms and conditions.
* **“Application Documentation”** means the Report from a notified body on conformity to the EGEA label specification, the Pressure Equipment Directive, Low Voltage Directive, EMC Directive and any other document provided by or on behalf of the Applicant for the purposes of demonstrating the adherence by the documents to any other Eligibility Criteria.
* **“Confidential Information”** means any information provided by or on behalf of the
Applicant to EGEA during the process to acquire a Label other than:
1. Information which was lawfully in the possession of EGEA prior to its receipt pursuant to the relevant Application, provided that
the source of such information, insofar as it was known to the recipient, was
not prohibited from disclosing the information to the recipient by a contractual,
legal or fiduciary obligation to the Applicant.
2. Information which is lawfully obtained by EGEA from
a source other than the Applicant or any of its representatives, provided that
such source, insofar as it is known to the recipient, is not prohibited from
transmitting the information to the recipient by a contractual, legal or fiduciary
obligation to the Applicant; and
3. Information which is or becomes generally available to the public other than
as a direct or indirect result of a breach of these terms by EGEA or the Screening
Partner.
* **“Eligibility Criteria”** means the criteria set out in the “Eligibility Criteria” section of
EGEA Specification as of the date of this Application.
* “**Fees**” means the fees payable to EGEA following an application for the Label as set
out on the date of the relevant Application to the EGEA Procedures Manual. The fees for the annual license may be reviewed and may not remain as shown at the time of original application.
* “**Label**” means the EGEA label awarded by EGEA to qualifying equipment manufacturers
who are the subject of an Application.
* **“Label Procedures”** means the procedures for obtaining a Label as set out in the EGEA
Procedures Manual in force as of the date of the relevant Application and as shown on the EGEA Website.
* “**EGEA**” means European Garage Equipment Association.
* “**EGEA Logo**” means the stylised EGEA lettering used either alone or as part of the
Label, in the same or substantially same form as it is used on the EGEA Label.
* “**EGEA Procedures Manual**” means the document setting out the procedures for the
award of a Label and associated information and standard forms and so become entitled to be listed on the EGEA Website.
* “**EGEA Specification**” means the document setting out the specification for manufacturing an appropriate model of garage equipment.
* “**EGEA Website**” means [www.egea-association.eu](http://www.egea-association.eu)
* **“Value Added Tax”** means (a) any tax imposed in compliance with the Council
Directive 2006/112/EC of 28 November 2006 on the common system of Value Added
Tax; and (b) any other tax of a similar fiscal nature, whether imposed in a Member
State of the European Union in substitution for or in addition to such tax, or imposed
elsewhere;
1. **Application Terms and Conditions**
2. The Applicant confirms that, to the best of its knowledge, the information contained
in the Application Documentation, at the time the relevant document was submitted will be complete, accurate, up to date, not misleading and will not amount to a misrepresentation.
3. The Applicant acknowledges that it has read and fully agrees to comply with the
Label Procedures.
4. The Applicant agrees, for so long as the company continues to have entitlement to the Label, to notify EGEA promptly if it becomes aware that any information provided in the Application Documentation or any other information provided to EGEA for the purposes of obtaining the Label was, when made, false, inaccurate, incomplete or misleading.
5. The Applicant confirms that all the information contained in the Application Documents and any other information provided to the EGEA by the Applicant can be provided to them without violating any laws or regulations
applicable to the Applicant and that the provision of such information does not breach any duty of confidentiality binding on the Applicant or the Issuer, whether contractual or otherwise.
6. EGEA undertakes that all Confidential Information will be held and treated in strict confidence and will be protected with security measures and a degree of care that would apply to its own confidential information. EGEA further agrees that the Confidential Information will not, except as hereinafter provided, without the prior written consent of the Applicant, be disclosed by EGEA in any manner whatsoever, in whole or in part, and will not be used by EGEA, for any purpose whatsoever other than for the purpose of evaluating the documents for the award of the Label (the “Permitted Purpose”). Moreover, EGEA agrees to disclose Confidential Information only to those persons who are required in the course of their duties to receive and consider the same for the Permitted Purpose.
7. Notwithstanding clause 5, in the event that EGEA is requested or required (pursuant to any law or regulation, or any court of competent jurisdiction, or any competent judicial, governmental, supervisory or regulatory organisation or body with whose rules EGEA is required to comply) to disclose any Confidential Information, EGEA agrees that it shall (to the extent legally permissible) provide the applicant with prompt notice in writing of the existence, terms and circumstances of any such request or requirement so that the Applicant may seek an appropriate protective order or take other appropriate action and, if possible, before complying with any such requirement, EGEA shall notify the Applicant in writing of the same and of the action which is proposed to be taken in response thereto. In such event, EGEA shall take full account of any reasonable representations made by the Applicant, whether concerning resistance to the requirement or the form, manner or extent of disclosure, and if a protective order has not been obtained, EGEA shall only disclose Confidential Information to the extent that EGEA has been advised by written opinion of its legal advisors that EGEA is so legally compelled to disclose, and EGEA will exercise its best efforts to obtain an order or reasonable assurance that confidential treatment will be accorded to the Confidential Information. EGEA further agrees to notify the Applicant immediately, to the extent legally permissible, upon discovery, of the full circumstances of any unauthorised use or disclosure of Confidential Information, or any other breach of this agreement by EGEA, and to cooperate with the Applicant in every reasonable way to prevent further unauthorised use.
8. Notwithstanding clause 5, the Applicant agrees that, if the company is awarded the Label, EGEA is authorised to publish on its website and in any other lawful manner the awarded EGEA Label.
9. EGEA agrees that, if the Label is not awarded to the company, it shall not disclose that fact to any person unless required to do so by law or regulation or at the request of a regulatory organisation.
10. The Applicant acknowledges that neither EGEA, nor any of their Directors or employees shall have any liability for any losses suffered by the Applicant or any associated body arising from or in relation to the submission of this Application or from the award or refusal to award the Label or any subsequent decision to withdraw the Label (other than in respect of death or personal injury). The
Applicant hereby waives any rights it may have against the EGEA other than rights in respect of acts of fraud, wilful breach of contract or gross negligence.
11. The Applicant agrees that it shall not state or imply, nor allow its agents to state or imply that the documents were awarded the Label until EGEA confirms in writing that the Label has been awarded to the company in accordance with the Label Procedures.
12. The Applicant, its agents and representatives may not make any statements that results in EGEA or any of their Directors or employees being considered to be an “expert” and EGEA will not accept “expert” liability under this or any other law or regulation.
13. The Applicant acknowledges and agrees that it has no permission to use the EGEA Logo and Label in any other manner and that it shall use the EGEA Logo and Label in accordance with these terms and conditions. The Applicant acknowledges that EGEA grants the rights detailed in this paragraph 12 subject to the terms of a license agreement with an EU association and that as such, these rights may not be sub-licensed by the Applicant to a third party and shall expire upon the expiry or termination of EGEA’s license agreement.
14. The Applicant acknowledges that EGEA have received and will receive any information from the Applicant and any of its agents or representatives in good faith and in the belief that the information received is accurate, complete and up to date. The Applicant acknowledges that EGEA have verified or will verify the information and have no duty
whatsoever to take any steps to ascertain the veracity, accuracy or completeness of any information provided or on behalf of the Applicant.
15. The Applicant acknowledges that EGEA shall rely on the veracity, accuracy and completeness of the information provided in the Application Documentation for the purposes of awarding the Label.
16. The Applicant acknowledges and accepts that the award of the Label is dependent on the EGEA determining in accordance with the Application Procedures that the company meets all the Eligibility Criteria.
17. If there is a disagreement about any refusal to award the Label to the company or about any aspect of the procedure in the award of the Label, the Applicant acknowledges that it has read the Appeal Procedures and agrees to be bound by such procedures. To the fullest extent applicable by law, the Applicant renounces any other recourse it may have against the refusal by EGEA to award the Label to the company and acknowledges and accepts that it shall have no other form of redress against such refusal.
18. Nothing in these terms and conditions, or in any dealings between EGEA and any other person shall prevent EGEA from refusing, at any stage, to award the Label, or shall prevent EGEA at any time after the award of the Label from withdrawing the Label if, in EGEA’s sole discretion: (i) the award of the Label was in error or (ii) the company is not complying with its ongoing obligations as per the Eligibility Criteria and Application Procedure or (iii) award or maintenance of the Label would, for any reason, substantially endanger the reputation, standing or credibility of the EGEA or the Label.
19. The Applicant agrees that its obligations to pay the Fees shall arise from the moment a completed application is submitted.
20. The Fees payable shall be increased by the Value Added Tax payable.
21. The Fees shall be paid within 30 days of the receipt of the relevant invoice from EGEA in free and cleared funds in Euros.
22. These terms and conditions are governed by the laws of Belgium and the Applicant submits to the exclusive jurisdiction of the Belgian Courts.
23. The Applicant shall not have any recourse against, nor shall any personal liability attach, to any shareholder, officer, agent, employee or Director of EGEA in his capacity as such, by any proceedings or otherwise, in respect of any obligation, covenant, or agreement of the EGEA contained in these terms and conditions.
24. Other than the EGEA employees, no other party shall have any right to enforce these terms and conditions. Notwithstanding anything in these terms and conditions, the consent of any person who is not a party is not required to rescind or vary this agreement at any time.

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