



SGS Test Direct Webshop Terms & Conditions for Testing Services

1 GENERAL

Wherever these SGS Test Direct Webshop terms and conditions refer to "**we**", "**us**" or "**SGS Test Direct**," this refers to **SGS UNITED KINGDOM LIMITED** as the provider of the services. A contract for testing services is concluded via the online SGS Test Direct Webshop ("Webshop") exclusively between you ("**you**" and/or "**the customer**") and SGS UNITED KINGDOM LIMITED (jointly referred to as the "**Parties**").

1. These terms and conditions for testing services purchased via the SGS Test Direct Webshop ("Webshop T&CS") apply exclusively to all orders placed via the SGS Test Direct webshop. Any deviating, conflicting, or supplementary general terms and conditions of the customer shall only become part of the contract if we have expressly agreed to their validity in a **Bespoke Agreement** as defined in clause 1.6 below.
2. If the customer uses the SGS Test Direct Webshop as or on behalf of a company or a business, the respective company or business is represented by the user and must accept responsibility for the user's actions and knowledge.
3. If the customer is a consumer, being an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession, the customer shall have a statutory right to cancel the contract in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Before placing an order, consumer customers should refer to clause 9 of these terms and conditions for full details of their cancellation rights and procedure for exercising them. Clauses 8.1.1 and 8.1.3 shall not apply where the customer is a consumer.
4. SGS Test Direct is entitled to discontinue the operation of the Webshop in whole or in part at any time. Due to the nature of the Internet and computer systems, SGS Test Direct does not guarantee the uninterrupted availability of the Webshop.
5. The customer accepts that messages sent unencrypted via the Internet may be lost, altered, or falsified with or without the involvement of third parties, that conventional e-mails are not protected against access by third parties, and that SGS Test Direct therefore accepts no liability for the

confidentiality and integrity of e-mails that have left the area of responsibility of SGS Test Direct. This also includes malware occurring in connection with the electronic transmission of data and any resulting damage to the customer.

6. BESPOKE AGREEMENT PRECEDENCE

Where SGS Test Direct and the customer have entered into a separate agreement specifically negotiated between the parties and reduced to a single written document that has been executed by duly authorised signatories of the Parties (a "**Bespoke Agreement**"), the terms of that Bespoke Agreement shall take precedence over these Webshop T&Cs to the extent of any inconsistency. For the avoidance of doubt, no email correspondence, purchase order, quotation acceptance, letter of instruction, or other communication — whether written or oral — shall constitute a Bespoke Agreement for the purposes of this clause, regardless of its content. A Bespoke Agreement shall only be such if it is expressly identified on its face as a bespoke or specific agreement governing the services to which it relates and is signed by an authorised officer of SGS Test Direct.

2 **USE/REGISTRATION**

1. It is possible to place an order as a guest. To do so, the customer must provide certain information (e.g., name, address, email address, etc.) that is necessary for the execution of the order and must be truthful.
2. It is also possible to register as a user. The customer is obliged to provide truthful and complete information when registering and to keep this information up to date at all times. After registration, the customer will receive a confirmation email to the email address provided by the customer. By clicking on the link provided in the email, the customer confirms the accuracy of the information they have provided and completes their registration with the SGS Test Direct Webshop. After registration, the customer will receive a one-time password by email each time they log in, which they can use to log in.
3. The customer account cannot be transferred to third parties. In particular, the customer is prohibited from granting third parties access to the services of the SGS Test Direct Webshop via their customer account. The customer is obliged to inform SGS Test Direct immediately by email at testdirect@sgs.com if there are indications of misuse of their member account or if they become aware that a third party has gained unauthorized access to their login details.
4. The test report issued by SGS Test Direct is intended solely for informational purposes. It is not by default, prepared for use in any legal proceedings, dispute resolution processes, journalistic purposes or for the purpose of expert witness testimony. This restriction does not affect the statutory rights of consumer customers. If the customer requires the test report to provide evidence, clarification or expert witness services

in connection with legal or judicial proceedings, the customer must contact us in advance at the following email address: testdirect@sgs.com where we will consider your request but be under no obligation to provide the services.

5. The customer must ensure that they receive the emails sent to the email address they have provided. This also includes the customer's obligation to check that emails from SGS Test Direct are not identified as spam and stored as such. The customer is responsible for all activities carried out via their customer account.
6. The customer may request the deletion of their registration by email to testdirect@sgs.com or by post at any time, provided that the deletion does not conflict with the processing of ongoing contractual relationships. In this case, SGS Test Direct will delete all user data and all other stored personal data of the customer as soon as it is no longer needed.
7. SGS Test Direct is entitled at any time to revoke access authorization by blocking the user, on reasonable grounds, especially if the customer:
 - 7.1. has provided false information during registration;
 - 7.2. has violated these Webshop T&Cs, in particular their duty of care in handling or accessing data; or
 - 7.3. has violated applicable laws when accessing or using the SGS Test Direct Webshop.

Where the customer is a consumer and their account is blocked, SGS Test Direct will notify the customer of the grounds for blocking (save where disclosure is prohibited by law) and will provide a full refund of any sums paid in respect of services not yet commenced at the date of blocking.

3 CONCLUSION OF CONTRACT

1. The customer can choose from the range of services offered by SGS Test Direct and collect them by clicking on the "Add to Cart" button. By clicking on the "Order with obligation to pay" button, the customer submits a legally binding request to order the selected service or services and confirms that they are placing a binding order which creates an obligation to pay the price shown. Before submitting the order, the customer is informed that an order is only possible if they first confirm that they have read and accepted these Webshop T&Cs. Upon submission of the order, these become an integral part of the contract.
2. SGS Test Direct will then send the customer an automatic confirmation of receipt by email, in which the order is listed again. The confirmation of receipt documents that the order has been received by SGS Test Direct. The confirmation of receipt is an acknowledgement only and does not constitute acceptance of the customer's order. A binding contract between SGS Test Direct and the customer is formed only upon SGS Test Direct's separate written acceptance of the order, which will be communicated to the customer by email.

3. The technical steps to conclude a contract via the SGS Test Direct webshop are as follows: (i) select the required services and add to cart; (ii) complete the checkout process and provide the required contact and payment details; (iii) review your order summary; and (iv) click the "Order with obligation to pay" button. The customer may correct any input errors at any stage before clicking that button. Once an order has been submitted, corrections must be requested promptly by email to testdirect@sgs.com. These Webshop T&Cs are provided in a form that can be saved and printed. Contracts are concluded in English only.

4 OBLIGATIONS OF THE CUSTOMER

1. If, due to the nature of the service, it is necessary for SGS Test Direct to take specific instructions from the customer into account, the customer must provide these instructions in good time (at least 48 hours before the start of the agreed service).
2. The customer shall:
 - 2.1. if necessary, provide equipment and assistance to support SGS Test Direct in the execution of the order;
 - 2.2. notify SGS Test Direct in advance of any known risks or hazards, whether present or potential, associated with the order, sample, or investigation, such as the presence or possibility of radiation, toxic, harmful or explosive components or materials, as well as environmental pollution or toxins.
3. The customer shall bear the costs and risk of transporting samples, unless otherwise agreed. When shipping by the customer, the sample material must be properly packaged, taking into account any instructions issued by SGS Test Direct. Where the customer is a consumer, this clause does not apply to the extent that any loss of or damage to samples arises from inadequate, unclear, or incorrect packaging instructions issued by SGS Test Direct. This clause does not affect consumer customers' statutory rights. Samples submitted for testing by SGS Test Direct will not be retained.

5 PROVISION OF SERVICES

1. SGS Test Direct shall provide its services with reasonable care and skill.
2. All information in test reports is based on the results of the inspection or analysis procedures at the time of testing and refers only to the samples actually tested. This does not affect the rights of consumer customers where the analysis is carried out negligently or otherwise in breach of the duty of reasonable care and skill.
3. SGS Test Direct will provide the test report in digital form ("**Deliverable**") to the email address provided by the customer.

4. SGS Test Direct is entitled to transfer all or part of the services to a subcontractor. It may disclose to the subcontractor all information necessary for the performance of the services transferred. SGS Test Direct shall remain responsible to the customer for the performance of any subcontracted services as if SGS Test Direct had performed those services itself.
5. SGS Test Direct does not assume the position of the customer or a third party by performing its services. The contract underlying the service does not affect any contractual relationships between the customer and third parties.

6 PROCESSING TIMES

1. SGS Test Direct provides its services within a reasonable time. Indicative timescales for each service are set out on the relevant product pages of the SGS Test Direct Webshop and form part of the pre-contract information provided to the customer.
2. If delivery times are specified in the SGS Test Direct Webshop, these are estimated delivery times and not binding delivery times.
3. Fixed dates require express confirmation in a Bespoke Agreement signed by duly authorised officers of both SGS Test Direct and the customer and expressly stated to fix a binding date for the purposes of this clause. No email correspondence or other informal communication shall constitute a fixed date for the purposes of this clause.
4. Compliance with dates and deadlines depends on the timely fulfillment of the customer's obligations, in particular their obligations to cooperate in accordance with Clause 4 of these Webshop T&Cs.

7 PRICES AND TERMS OF PAYMENT

1. In remuneration for the services, the customer will pay the agreed fees, as set out in order confirmation (the "Fees"). VAT and sales taxes will also be due, where applicable. In the absence of written agreement on the Fees, SGS Test Direct's standard rates for similar services will apply. Payment shall be made using the payment methods offered in the SGS Test Direct Webshop. SGS Test Direct reserves the right to exclude certain payment methods in individual cases.
2. If an order is offered with "payment on account", payment is due no later than fourteen (14) days after receipt of the invoice.
3. Unless other payment terms are agreed in writing, Fees are payable immediately, upon delivery of the Services and issuance of the invoice by SGS Test Direct.
4. The customer shall be in default after expiry of the payment period without the need for a reminder. In the event of default in payment, we reserve the right to:-

- 4.1. CONSUMER CUSTOMERS Where the customer is a consumer: charge default interest at a rate of the Bank of England base rate plus 4% per annum from the due date up to and including the date payment is actually received. This clause does not affect the consumer's statutory rights.
- 4.2. B2B CUSTOMERS ONLY Where the customer is a business: charge statutory interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 (currently 8% per annum above the Bank of England base rate) from the due date until the date of actual payment (whether before or after judgment), together with the fixed compensation amounts and reasonable debt recovery costs provided for under that Act.
5. Any complaints relating to an invoice should be raised as promptly as possible and in any event within the payment period, unless the complaint concerns defects or other circumstances that were not apparent within this period in the normal course of business.
CONSUMER CUSTOMERS Where the customer is a consumer, this clause does not limit or affect any statutory rights the consumer may have in relation to services that do not conform to the contract.
6. This shall not affect SGS Test Direct's right to claim further, provable damages caused by default.
7. The customer may only offset its own claims if these are undisputed, legally established, or ready for decision.
CONSUMER CUSTOMERS Where the customer is a consumer, this clause does not restrict the consumer's right to exercise any statutory right of set-off or to withhold payment to which they are entitled under applicable law. Further, this does not apply to claims for reimbursement by consumers in connection with their statutory right of withdrawal.
8. Title to the Deliverables resulting from the services shall not pass to the customer until full payment of the applicable fees has been received. SGS Test Direct may suspend performance of the services or withhold the issuance of the Deliverables until all outstanding fees are paid or satisfactory security for payment has been given by the customer.

8 SUSPENSION AND TERMINATION OF SERVICES

1. SGS Test Direct is entitled to temporarily suspend the services, terminate them completely or terminate the contract without notice immediately and subject to the provisions of this clause, in particular:
- 1.1. B2B CUSTOMERS ONLY in the event of non-fulfillment of the obligations to cooperate arising from the contractual relationships by the customer, which is not remedied within a period of ten (10) calendar days despite a corresponding warning;
- 1.2. in the event of default of payment by the customer in relation to services already rendered within the scope of another order;
- 1.3. B2B CUSTOMERS ONLY if the customer experiences a deterioration in its financial situation that impairs the performance of the contract, to the extent that, for example, an application is made to start insolvency or restructuring proceedings against the customer's assets.

- 1.4. CONSUMER CUSTOMERS Where the customer is a consumer, any termination or suspension of services by SGS Test Direct pursuant to this clause is without prejudice to the consumer's right to receive a full refund of any sums paid in respect of services not yet commenced at the date of termination or suspension. Any such refund shall be made within fourteen (14) days of the date of termination or suspension using the same payment method as the original transaction.
2. Declarations regarding the suspension or termination of services must be made in a clear medium (which may include email to the customer's registered email address).

9 CANCELLATION POLICY CONSUMER CUSTOMERS ONLY

Consumers have a statutory right of withdrawal when concluding a distance selling transaction.

1. The withdrawal period is fourteen (14) days from the date of conclusion of the contract.
2. To exercise the right of withdrawal, the customer must inform SGS Test Direct of their decision to withdraw from the contract by means of a clear statement, which may be made by letter, email to testdirect@sgs.com, or by using the model cancellation form set out in Schedule 3, Part B of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (a copy of which is available on request), although use of that form is not obligatory.
3. To comply with the withdrawal period, it is sufficient for the customer to send the notification of exercising the right of withdrawal before the expiry of the withdrawal period.
4. If the customer withdraws from this contract, SGS Test Direct shall reimburse them for all payments received from the customer without delay and at the latest within fourteen (14) days from the day on which SGS Test Direct received notification of such cancellation of the contract. SGS Test Direct shall use the same means of payment for the refund as the customer used for the original transaction, unless expressly agreed otherwise between the Parties; under no circumstances shall the customer be charged any fees for this refund.
5. If the performance of the service has already begun at the consumer's express request made in accordance with clause 9.6 below before the expiry of the withdrawal period, the customer shall pay SGS Test Direct a reasonable amount corresponding to the proportion of the services already provided up to the time when the customer informs SGS Test Direct of the exercise of the right of withdrawal with regard to this contract, compared to the total scope of the services provided for in the contract.
6. If the consumer customer wishes SGS Test Direct to begin providing the services before the end of the 14-day cancellation period, they must make an express request to that effect using the checkbox provided at the checkout stage (or by emailing testdirect@sgs.com before sending your sample). By making such a request, they acknowledge and agree that:

- (a) if the services are fully completed before the end of the 14-day cancellation period, they will lose their right to cancel; and
- (b) if they cancel after services have commenced but before they are fully completed, they will be liable to pay SGS Test Direct a proportionate amount for the services already performed at the time of cancellation, calculated as a proportion of the total contract price.

If SGS Test Direct does not receive a compliant express request from the consumer customer in accordance with this clause 9, SGS Test Direct will not commence any testing or analysis until after the 14-day cancellation period has expired.

10 CONFIDENTIALITY

The customer and SGS Test Direct undertake to keep confidential any business and trade secrets received from the other Party within the framework of this contractual relationship, not to disclose them to third parties without the prior written consent of the other Party, and not to use them for their own purposes without authorisation. Information received within the scope of the contractual relationship shall be treated as confidential by the Parties, unless it is publicly known or accessible, or was already known to the receiving Party, or has been disclosed to it by a third party without breach of a confidentiality obligation. For the purpose of this Clause 10, third parties shall not include any company which is a member of the same corporate group as a Party, nor any subcontractor engaged by that Party in connection with the services. The obligations in this clause 10 shall not prevent either Party from disclosing confidential information to the extent required by law, regulation, court order, or the requirements of any regulatory authority, provided that (where reasonably practicable and legally permissible) the disclosing Party gives the other Party prior notice of such disclosure. This clause 10 does not limit or restrict either party's obligations under the UK General Data Protection Regulation or the Data Protection Act 2018.

11 INTELLECTUAL PROPERTY AND GRANTING OF RIGHTS OF USE

1. SGS Test Direct reserves all rights to the data obtained in the course of the services provided and to the test reports created.
2. B2B CUSTOMERS ONLY Where the customer is a business: the customer may only use the test reports produced within the scope of the contractual relationship, including all tables, calculations, and other details, after full payment of the remuneration and only for the contractually agreed purpose. The customer is not permitted to modify, edit, or use only excerpts from the test report. The transfer of test reports to authorities or other public bodies is permitted if and to the extent that this is necessary for the contractually agreed purpose or required by law. Any publication or reproduction of the test reports, including excerpts, in particular via the Internet or for advertising purposes, as well as any other transfer to third parties, is only permitted with the prior written consent of SGS Test Direct.
3. CONSUMER CUSTOMERS Where the customer is a consumer: the customer may use the test report for their own personal, non-commercial purposes. The consumer may share the test report with relevant authorities, regulatory bodies, or professional advisers as required. The consumer

may not modify the test report or present it as their own work. Any commercial use or publication of the test report requires the prior written consent of SGS Test Direct. Nothing in this clause restricts the consumer's statutory rights, including the right to rely on the test report in connection with any claim against SGS Test Direct or a third party.

4. SGS Test Direct reserves its rights to all test methods and/or procedures as well as to all devices or equipment that it has developed itself or uses generally, unless these were developed exclusively for the customer within the scope of the provision of the work results in accordance with a Bespoke Agreement as defined in clause 1.6 above.
5. The customer shall not use SGS Test Direct's name, logos or trademarks for advertising, marketing, or any other promotional purposes without SGS Test Direct's prior written consent. In particular, the customer is not authorized to use SGS Test Direct's name, logos or trademarks on its products, packaging, or sales documentation, whether online or offline.

12 LIABILITY

1. Test reports are prepared on the basis of information, documents, and/or samples provided by or on behalf of the customer and are intended solely for the customer's use. The customer is responsible for drawing the necessary conclusions from this information. SGS Test Direct is not liable to the customer or third parties for independent decisions, actions, or omissions taken on the basis of the test reports, provided that the relevant test report was produced with reasonable care and skill. If the tests are based on unclear, incorrect, incomplete, or misleading information provided by the customer, SGS Test Direct shall not be liable for the accuracy of the test report, provided that SGS Test Direct performed the analysis itself with reasonable care and skill. This clause 12.1 does not limit or exclude SGS Test Direct's liability to consumer customers under clause 12.3 below.
2. B2B CUSTOMERS ONLY SGS Test Direct's total aggregate liability to the customer under or in connection with these Webshop T&Cs, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed a total aggregate sum equal to ten (10) times the amount of the fees paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser. These limits have been set having regard to SGS Test Direct's insurance position and the nature of the services provided. SGS Test Direct shall not be liable to business customers for any (i) loss of profits, (ii) loss of revenue, (iii) loss of business, (iv) loss of anticipated savings, (v) damage to reputation, or (vi) any indirect or consequential loss, whether or not such loss was foreseeable at the date of the contract.
3. CONSUMER CUSTOMERS Where the customer is a consumer, the exclusions and limitations set out in clause 12.2 do not apply. SGS Test Direct's liability to consumer customers is governed by applicable consumer protection legislation, including the Consumer Rights Act 2015, and nothing in these terms reduces or removes the consumer's statutory rights.
4. Nothing in this clause 12 shall operate to exclude or limit liability for:

- 4.1. death or personal injury caused by negligence;
 - 4.2. fraud or fraudulent misrepresentation; or
 - 4.3. any liability which may not lawfully be excluded or limited under applicable law, including under the Consumer Rights Act 2015 where the customer is a consumer.
5. Subject to this clause 12, SGS Test Direct is responsible for the acts and omissions of its employees, subcontractors, and agents carried out in the course of their employment or engagement as if they were the acts or omissions of SGS Test Direct itself.
 6. CONSUMER CUSTOMERS If the customer is a consumer, claims for damages are subject to the statutory limitation period.
 7. B2B CUSTOMERS ONLY If the customer is a business, claims for damages expire after twelve (12) months, calculated from the start of the statutory limitation period.
 8. Additionally, SGS Test Direct assumes no liability for data security during the transmission via internet nor for security of data while in the customer's sphere of responsibility.

13 FORCE MAJEURE

1. Neither Party shall be in breach of the agreement nor liable to the other for delay or failure to perform its obligations, if such delay or failure result from events or circumstances beyond its reasonable control, such as acts of God or such that reasonably renders a Party unable to perform its obligations through no fault or negligence on its part ("Force Majeure"). In such circumstances of Force Majeure, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been made impossible. If the period of delay or non-performance continues for more than sixty (60) days, the Party not affected may terminate this agreement by giving five (5) days' written notice to the affected Party.

CONSUMER CUSTOMERS Where the customer is a consumer and has prepaid for services not yet performed at the date of termination, SGS Test Direct shall refund such prepaid amounts within fourteen (14) days of the date of termination using the same payment method as the original transaction.

14 DATA PROTECTION DATA AND STORAGE

1. SGS Test Direct - that is, **SGS United Kingdom Limited (company number 01193985, registered address Rossmore Business Park, Ellesmere Port, South Wirral, Cheshire, CH65 3EN)** - is the data controller in respect of personal data processed in connection with the services offered through the SGS Test Direct Webshop. The customer permits SGS Test Direct to process certain personal data of the customer for all purposes related to (a) managing the administrative and contractual relationship between the parties, (b) the performance of the Services, (c) conducting

quality risk assurance and risk management services, (d) providing the customer with information about the services and (e) where required by law or for any other legitimate interests. SGS Test Direct processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The customer's data will always be handled in accordance with the relevant statutory provisions. For more information on data protection in connection with the services offered by SGS Test Direct, please refer to our data protection notice in the privacy policy on our website: [Data protection at SGS](#). By placing an order, the customer confirms that they have read and understood the privacy policy. The privacy policy forms part of the contractual relationship between SGS Test Direct and the customer.

2. Data and results collected by SGS Test Direct in the course of its activities, including while performing the services may be used by SGS Test Direct in an aggregated manner for the purpose of quality control, improving and developing new services and AI tools and communicating publicly on generic industry or market trends provided that such use does not allow to identify any of the customer's confidential information or any of the customer's or any third party's data. Such aggregated data and any resulting insights shall be SGS Test Direct's exclusive property, without prejudice to the customer's ownership of its own underlying data.
3. The customer acknowledges and consents to SGS Test Direct's use of Artificial Intelligence ("AI") tools in connection with the processing of the customer's confidential information to the extent reasonably necessary to perform, support, or improve the services. SGS Test Direct shall ensure that, where human oversight is required or appropriate having regard to the nature, purpose, and risk profile of the relevant AI use, such oversight is exercised by personnel with the requisite competence, training, and authority appropriate to the relevant AI system and its intended purpose, and that all such use complies with applicable laws and regulations. Any AI analytics or AI-generated outputs generated through SGS Test Direct's use of AI in performing the services shall remain the exclusive property of SGS Test Direct, which may use them for quality assurance, service improvement, product development, AI development and improvement, testing, validation, benchmarking, and other internal research and development purposes.

15 MISCELLANEOUS

1. Should any provision of these Webshop T&Cs be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the most commercially reasonable term that the Parties would have agreed had they been aware of the invalidity or unenforceability at the time of contracting, having regard to the purpose and overall scheme of these Webshop T&Cs.
2. In accordance with the statutory provisions, the Parties agree that the written form requirement is also fulfilled by the use of an electronic signature (e.g., Adobe Sign or DocuSign), as the use of these services certifies the electronically marked document with a tamper-proof digital seal. This clause does not modify the requirements for a Bespoke Agreement as set out in clause 1.6 above.

3. **B2B CUSTOMERS ONLY** During the provision of services and for a period of one year thereafter, the customer is not permitted to directly or indirectly poach employees of SGS Test Direct, encourage others to do so, or attempt to do so by means of offers. This clause does not apply where the customer is a consumer.
4. The use of the name and/or registered trademarks of SGS Test Direct or any company within the same group as SGS Test Direct for advertising, marketing or promotional purposes is prohibited without the prior written consent of SGS Test Direct.
5. We are entitled to the copyrights or rights of use for all content published in the Webshop (e.g., texts, images, graphics, videos). Use without express consent is not permitted.

16 APPLICABLE LAW, PLACE OF JURISDICTION, DISPUTE RESOLUTION

1. All disputes arising from the contractual relationship between the customer and SGS Test Direct are subject to the application and interpretation of the law of England and Wales. Nothing in this clause affects the rights of consumer customers to rely on mandatory provisions of the law of the country in which they are habitually resident, where those provisions afford a higher level of protection than the law of England and Wales.
2. If the customer is a business, the place of jurisdiction is London. If, on the other hand, the customer is a consumer, the court with jurisdiction is the court in whose district the consumer is domiciled at the time the action is brought or, in the absence of such a domicile, has his habitual residence.
3. **ALTERNATIVE DISPUTE RESOLUTION - CONSUMER CUSTOMERS ONLY:** If you are a consumer and are not satisfied with the resolution of your complaint through our internal complaints process set out in clause 17 below, you may be entitled to refer your dispute to an alternative dispute resolution (ADR) scheme. Please contact testdirect@sgs.com for further information about the ADR options available to you.

17 COMPLAINTS

If you are dissatisfied with the services provided by SGS Test Direct, please contact us in the first instance by emailing testdirect@sgs.com, setting out the nature of your complaint. We aim to acknowledge all complaints within 3 business days and to provide a substantive response within 15 business days. If your complaint is not resolved to your satisfaction, you may refer to the dispute resolution process set out in clause 16 above.