

Procano AS - General Terms

PURPOSE, SCOPE AND ORDER OF PRECEDENCE

Purpose

These general terms (the “Terms”) govern the contractual relationship between Procano AS (the “Supplier”) and the Customer (the “Customer”) in connection with the purchase, rental or use of the Supplier’s products, solutions and advisory services.

Scope and acceptance

The Terms apply to all products and services supplied by the Supplier to the Customer, unless otherwise expressly agreed in writing.

The Terms shall be deemed accepted when the Customer:

- signs an offer, agreement or order confirmation;
- commences use of the Services; or
- pays the first invoice.

The Terms constitute the general contractual basis between the Parties and apply unless otherwise expressly agreed in a separate operations agreement, SLA or other supplementary agreement.

The current version of the Terms is available at all times at <https://procano.com/vilkar> and may be amended in accordance with clause 15 – Amendments to the Terms.

Order of precedence of contract documents

In the event of conflict, the following order of precedence shall apply:

1. Written amendments and supplements, signed by both Parties
2. Signed operations agreement
3. Signed assignment or delivery description / offer
4. Data processing agreement (as amended from time to time)
5. These Terms
6. Procano’s service descriptions and product sheets

Mandatory law takes precedence over all contract documents.

1. DEFINITIONS

Supplier: Procano AS

Customer: The legal entity that orders or receives Services from the Supplier.

Services: All products, services and deliverables supplied by the Supplier to the Customer, including, but not limited to, managed services, user support, consultancy services, security services, subscription services, licences and software.

Subscription Services: Services provided on a recurring basis and invoiced periodically.

Subcontractor: An undertaking engaged by the Supplier to perform parts of the Service on behalf of the Supplier, while the Supplier remains responsible for the delivery of such Services.

Manufacturer / Third-Party supplier: An undertaking that develops, owns or supplies products, software or services that the Supplier facilitates, resells or administers, but over which the Supplier has no operational control or responsibility.

Standard software: Software supplied subject to separate licence terms determined by a third-party supplier or manufacturer.

Personal data: Information as defined in Article 4 of the General Data Protection Regulation (GDPR).

2. BASIS OF DELIVERY AND DELIVERY MODEL

Basis of delivery

The delivery of the Services shall be governed by these Terms, the Customer's order, quotation, order confirmation and any appendices agreed between the Parties.

The Services, including any limitations, conditions and scope, shall be as set out in the applicable contractual documentation from time to time.

Scope of the Service

The delivery comprises only the Services set out in the Customer's order, offer, order confirmation, agreement or appendix.

Unless otherwise expressly agreed, the Services are delivered in accordance with the Supplier's current service descriptions, product sheets and documented delivery models.

Delivery on a best-efforts basis

Unless otherwise expressly agreed, the Services are delivered on a best-efforts basis and in accordance with good industry practice.

This means that the Supplier endeavours to deliver stable and appropriate Services, but without guaranteeing any specific results, performance or availability beyond what follows from the agreed service level or mandatory law.

Changes to the delivery model

The Supplier may make necessary changes, upgrades or replacements to technical solutions, systems or platforms when this is required for security reasons, supplier requirements, product changes or technological developments.

Such changes do not entitle the Customer to compensation, unless otherwise expressly agreed.

3. THE PARTIES' OBLIGATIONS AND COOPERATION

The Supplier's obligations

The Supplier shall:

- deliver the Services in accordance with good industry practice and applicable law;
- use qualified resources;
- implement reasonable and appropriate security measures; and
- notify the Customer of material matters that may affect the delivery of the Services.

The Supplier may use subcontractors in the delivery of the Services and may transfer its rights and obligations under these Terms to undertakings capable of providing equivalent Services.

The Customer's obligations

The Customer shall:

- follow relevant security advice from NorSIS or equivalent recognised authorities;
- report defects and deficiencies without undue delay;
- inform the Supplier of material changes that may affect the delivery or cooperation;
- hold the necessary third-party licences; and

- not make changes to systems that may affect the delivery of the Services without prior agreement with the Supplier.

The Customer is responsible for ensuring that the number of, and information about, registered users, devices and Services is correct at all times. The Customer may be held liable for actions or omissions that cause damage to, or unavailability of, the Services.

The Customer may not assign its rights or obligations under the Terms without the Supplier's prior written consent.

Cooperation and participation

The Parties shall cooperate in good faith and contribute to the efficient execution of the Services. Either Party may request a meeting by giving fourteen (14) days' prior notice, unless circumstances require more urgent handling.

Failure or delay by the Customer in providing required participation may result in postponement of deliveries, increased costs or reduced service quality or delays in the performance of the Services. Such delay shall not be deemed a breach on the part of the Supplier. The Supplier may invoice time incurred in handling the consequences of insufficient participation. This also applies in connection with termination, discontinuation or transition to a new supplier.

4. ADVICE, BASIS FOR DECISIONS AND CUSTOMER RESPONSIBILITY

Advice and recommendations

The Supplier provides advice and recommendations based on the information available to the Supplier, applicable industry standards and best practice at the time the advice is provided.

The advice is provided as a basis for the Customer's decision-making and is based on the assumptions, information and circumstances known to the Supplier at the time the advice is given.

The Customer's responsibility for decisions

The Customer is solely responsible for decisions made on the basis of the Supplier's advice, including the choice of solutions, configurations, security measures and working methodology.

The Supplier cannot be held liable for loss or damage as a result of:

- the Customer's failure to implement or follow recommended measures, risk assessments or security advice; or
- circumstances where the effect of the advice depends on factors outside the Supplier's control.

Compliance with legal requirements and internal guidelines

The Customer is solely responsible for ensuring that its use of the Services meets the Customer's own statutory requirements, regulatory obligations and internal guidelines, including industry-specific requirements.

The Supplier is not responsible for the Customer's compliance with such requirements, unless otherwise expressly agreed in writing.

The Customer's responsibility for third-party claims

The Customer shall indemnify and hold the Supplier harmless from and against any claim by any third party arising out of or relating to material that the Customer, or the Customer's users, have transmitted through the Supplier's Services.

5. SERVICE QUALITY, SLA AND MAINTENANCE

Service period

The Supplier's standard office hours are 08:00 to 16:00, Monday to Friday, excluding Norwegian public holidays and other non-working days observed by the Supplier.

Requests outside standard office hours are invoiced in accordance with the Supplier's applicable overtime surcharge.

Absence of operations agreement or SLA

If the Customer has not entered into a separate operations agreement or SLA, the Supplier provides no guarantees regarding uptime, response time, recovery time (RTO) or availability.

The Supplier is not responsible for downtime, delays or availability issues beyond what follows from mandatory law.

Operations and maintenance

The Supplier performs necessary operations and maintenance of the Services to ensure stability, security and quality.

As a general rule, scheduled maintenance may be carried out on the second Saturday of each month from 15:00. The Services may be wholly or partly unavailable during the maintenance window.

Extraordinary maintenance may be carried out when necessary and, where practicable, notified in advance.

Technological changes and upgrades

The Supplier may make necessary changes, upgrades or replacements of technical solutions, systems or platforms when required for security reasons, supplier requirements, product changes or technological development.

Such changes do not entitle the Customer to compensation unless otherwise expressly agreed.

End-of-Life (EOL)

When a product or solution has reached End-of-Life (EOL), the Supplier cannot be held liable for reduced functionality, compatibility or security.

The Supplier will notify the Customer and may assist with advice regarding further measures. Replacement, migration, upgrade or substitution of EOL products is not included in the Services and shall be agreed and priced separately.

Backup

The Supplier is only responsible for backup where backup is expressly agreed as a Service.

The Customer is responsible for ordering the desired backup level, including scope and retention time, and for verifying that the solution meets the Customer's needs.

If the Customer has not ordered backup, the Supplier shall have no responsibility for data loss or the absence of backup.

6. CHANGES TO SERVICES AND SCOPE

Changes notified by the Customer

The Customer shall promptly report changes in users, devices or other circumstances that are relevant to the delivery of the Services.

Changes shall be reported through the agreed contact point or change process, including by email to support@procano.com or another agreed channel.

Customer-controlled changes to systems

Changes made by the Customer to its own systems or solutions, including but not limited to Microsoft 365, Azure, Intune, network configuration, security settings or authentication mechanisms, may affect security, stability, availability and service quality. The Customer bears the risk of the consequences of such changes. The Supplier may invoice additional costs incurred for troubleshooting, recovery or adaptations resulting from customer-controlled changes.

Changes to scope

The remuneration for the Services is calculated based on the Customer's actual scope during the agreement period. Scope includes, without limitation, the number of users, accounts, employees, devices or resources made available.

If the Customer's scope increases during the agreement period, the remuneration shall be adjusted correspondingly from the point in time the increase occurs, without any requirement for a new order or change agreement, unless otherwise expressly agreed.

Duty to notify and right of control

The Customer is obliged to notify the Supplier without undue delay of changes to scope that are relevant to the remuneration.

The Supplier has the right to verify the Customer's scope and to issue supplementary invoices if it is discovered that the actual scope exceeds the scope used as the basis for invoicing.

7. SECURITY AND PRIVACY

The Customer's responsibility for security

The Customer is responsible for the security of its own users, including training, access management, password management and compliance with applicable security procedures.

The Customer is furthermore responsible for security incidents arising from the Customer's use of the Services. The Supplier may invoice time incurred in handling such incidents.

Security incidents and suspension of services

The Supplier may temporarily suspend all or part of the Services if this is necessary due to security threats, incidents or circumstances that may pose a risk to systems, data or availability.

The Services shall be restored when the security situation is assessed as satisfactory.

Privacy

Processing of personal data shall take place in accordance with applicable data protection law.

The Supplier's processing of personal data on behalf of the Customer is governed by a Data Processing Agreement where required. The Customer is responsible for ensuring that the processing of personal data through the use of the Services is in accordance with applicable regulations and its own obligations under the General Data Protection Regulation (GDPR).

8. THIRD PARTIES, SOFTWARE AND LICENCES

Services delivered and operated by the Supplier

For Services that are delivered, operated or administered by the Supplier as an integrated part of the Supplier's delivery, the Supplier is responsible for the delivery of such Services in accordance with these Terms and any agreed service level.

This applies to services where the Supplier has direct control over operation, configuration and delivery.

Resale of third-party services and licences

For products, licences or services that the Supplier facilitates or administers on behalf of the Customer, but which are delivered by a third-party supplier, the Supplier is not responsible for the operation, availability, functionality or performance of those services.

Such services are delivered in accordance with the third-party supplier's own terms and conditions, and the Customer is responsible for familiarising itself with and complying with those terms.

Third-party systems and software

The Supplier is not responsible for the operation, maintenance or errors in the Customer's third-party systems or solutions.

The Supplier may assist as an adviser or consultant in troubleshooting or rectification relating to third-party systems. Such assistance is invoiced in accordance with the applicable price list. Operation and maintenance of third-party systems are carried out at the Customer's own risk and expense.

Software licences and manufacturer terms

Standard software is supplied subject to separate licence terms determined by a third-party supplier or manufacturer. The Customer is responsible for familiarising itself with and complying with such terms.

Microsoft licences are administered by the Supplier on behalf of the Customer. For Microsoft services, the Microsoft Cloud Agreement (MCA) and other Microsoft terms apply, available at <https://docs.microsoft.com/en-us/partner-center/agreements>. The Customer is responsible for familiarising itself with and complying with these terms.

Limitations in the event of third-party errors

The Supplier is not responsible for errors, interruptions, security incidents or availability issues caused by circumstances relating to third-party suppliers.

This includes, but is not limited to, global operational outages, failures in internet infrastructure, supplier-imposed changes or security incidents outside the Supplier's control, including circumstances affecting Microsoft Azure, Microsoft 365, AWS, Google Cloud or similar cloud services.

9. REMUNERATION, SCOPE AND INVOICING

Price and remuneration

The price for the Services is set out in the agreement, offer or the Supplier's price list applicable from time to time. All prices are exclusive of VAT and other public charges.

Offers that include the delivery of goods are exclusive of freight, unless otherwise expressly agreed.

Scope as the basis for remuneration

The remuneration for the Services is calculated based on the Customer's total actual scope during the agreement period. Scope includes, without limitation, the number of employees, users, accounts, devices, servers, cloud or platform resources (including services delivered via Microsoft Azure), or equivalent resources for which the Services have been made available, irrespective of actual use.

The scope stated in an offer or agreement represents the Customer's scope at the time of entering into the agreement and constitutes a starting level. The stated starting level shall not be regarded as an upper limit for the Customer's payment obligation.

Adjustment in the event of changed scope

If the Customer's scope increases during the contract period, including through an increase in the number of employees, users or devices, the remuneration shall be adjusted correspondingly from the time the increase occurs.

Such adjustment does not require a new order, change agreement or separate acceptance from the Customer, unless otherwise expressly agreed.

Payment obligation independent of use

The Customer is obliged to pay the agreed remuneration throughout the agreement period and any minimum commitment period, regardless of whether, or to what extent the Services are actually used.

Lack of use, reduced use or the Customer's choice to use a third-party supplier does not release the Customer from the payment obligation. The Customer may not reduce its payment obligation by:

- failing to use the Services;
- limiting internal access or active use; or
- referring to the fact that only parts of the organisation actually use the Services.

Duty to notify and right of audit

The Customer is obliged to notify the Supplier without undue delay of changes to scope that are relevant to the remuneration.

The Supplier has the right to verify the Customer's scope and to issue supplementary invoices if it is discovered that the Customer's actual scope exceeds the scope on which invoicing has been based.

Invoicing

Subscription Services are invoiced in advance. Changes to ongoing subscription services are not credited retroactively and take effect from the next invoice.

Consultant hours and expenses are invoiced monthly in arrears based on documented hours incurred.

Goods and equipment are invoiced upon delivery.

Price adjustment

Price adjustments resulting from changes in licence costs, exchange rate or third-party terms are implemented with effect from the first day of the following month, regardless of when the change occurs during the month.

The Supplier reserves the right to make an annual price adjustment of all Services in accordance with the change in the Consumer Price Index (CPI), based on the latest available published index from Statistics Norway. The price adjustment does not require separate notice. If the CPI is negative, no price reduction shall be made.

Payment default

In the event of non-payment, reminder fees and default interest accrue in accordance with the Norwegian Late Payment Interest Act.

All costs related to the collection of overdue claims shall be covered by the Customer. If payment remains outstanding for more than thirty (30) days after the due date, the Supplier may suspend or withhold the Services with immediate effect. Reopening of the Services may be charged with a fee equivalent to two (2) consultancy hours.

The Supplier has a lien over delivered goods until the purchase price has been paid in full, cf. sections 3-14 and 3-22 of the Norwegian Liens Act.

Basis for invoicing and data quality

Invoicing is based on the registered services, number of users and active subscriptions recorded in the Supplier's administrative system.

The Customer is responsible for reporting errors in the registered service overview without undue delay.

10. CONSULTANCY ASSIGNMENTS AND ADVISORY SERVICES**Ordering consultancy assignment**

Consultancy assignments and advisory services are ordered as separate assignments with an agreed scope, estimated time requirement and planned implementation.

Upon the Customer's order and the Supplier's written confirmation, the assignment shall be deemed binding.

Resource allocation

The Supplier has the right to plan, reserve and allocate dedicated resources for the performance of the consultancy assignment.

Allocated capacity shall be deemed unavailable for other assignments during the period in which the assignment is planned to be performed.

Invoicing of consultancy assignments

Consultancy hours and any expenses are invoiced monthly in arrears based on documented hours incurred, unless otherwise expressly agreed.

Cancellation and change of consultancy assignments

The Customer is not entitled to unilaterally cancel, postpone or terminate a confirmed consultancy assignment free of charge once the assignment has been planned and resources have been allocated.

If the Customer cancels or postpones a consultancy assignment, the following applies:

- Cancellation less than 30 calendar days before the planned start date: 100% of the agreed scope shall be invoiced.
- Cancellation between 30 and 60 calendar days before the planned start date: 50% of the agreed scope shall be invoiced.
- Cancellation more than 60 calendar days before the planned start date: no payment obligation beyond costs incurred.

The Supplier is also entitled to invoice costs accrued and work already performed regardless of the above.

Non-use and project suspension

Lack of progress, lack of availability from the Customer, internal changes in priorities, internal reorganisation or the Customer's choice to use another supplier does not entitle the Customer to a reduction in the remuneration for an ordered consultancy assignment.

Assistance with termination, licence discontinuation and transition

All assistance, work and participation by the Supplier in connection with termination, discontinuation or cessation of Services is chargeable based on time incurred, regardless of whether the termination is initiated by the Customer or the Supplier.

This includes, without limitation, work relating to planning, coordination, administrative handling, technical assistance, documentation, receipt, inspection, registration and handling of

returned equipment, termination and discontinuation of licences, transfer of data, and dialogue with the Customer or a new supplier.

The right to invoice applies regardless of whether the work is performed before or after the Services are formally terminated.

11. SUBSCRIPTION SERVICES AND MINIMUM COMMITMENT PERIOD

Subscription Services

Subscription Services are ongoing Services delivered over time and invoiced periodically.

The Supplier's administrative system constitutes the authoritative record of the Customer's active subscription services, users, devices and other registered services. The Customer may obtain access to this overview upon establishment of the customer relationship and subsequently upon request.

Minimum commitment period and renewal

Subscription Services have a minimum commitment period of one (1) year from the start date, unless otherwise expressly agreed.

Upon expiry of the minimum commitment period, the Subscription Services are automatically renewed for successive periods of twelve (12) months, unless the Services are terminated in writing at least six (6) months before the expiry of the current period.

Upon termination, the Services shall continue until the end of the current commitment period.

Data upon cessation of subscription services

Upon cessation of subscription services, the Customer is entitled to receive its own data in an agreed format.

The Customer shall make a suitable storage medium available in accordance with the Supplier's specifications. Time incurred for the extraction and copying of data is invoiced in accordance with the applicable price list, and the estimated scope may be required to be prepaid.

12. TERMINATION, CESSATION AND CHANGE OF SUPPLIER

Ordinary termination

Unless otherwise expressly agreed, the customer relationship shall continue indefinitely with a mutual notice period of six (6) months'.

Termination must be in writing and sent to post@procano.com and must clearly state which Services are being terminated. The termination is not deemed received until it has been confirmed in writing by the Supplier.

Material breach

The Parties may terminate the Services with immediate effect in the event of a material breach by the other party.

The defaulting Party shall first be given written notice and a period of thirty (30) days to remedy the breach. If the breach is not remedied within the deadline, the Services may be terminated in whole or in part with immediate effect.

Change of supplier

A change of IT supplier, migration of Services or equivalent changes by the Customer does not affect the Customer's payment obligations under the Terms.

Minimum commitment period and buy-out fee

In the event of termination of individual Services that have a remaining minimum commitment period, the Customer is obliged to pay a buy-out fee equivalent to the remuneration for the remaining commitment period.

The buy-out fee is invoiced as a single final invoice upon cessation, unless otherwise expressly agreed in writing. The minimum commitment period applies regardless of the reason for termination.

Services with a contractual term

Services that have a separate contractual term extending beyond the duration of the customer relationship shall end at the same time as the customer relationship.

The Customer shall be invoiced a final invoice corresponding to the remuneration for the remaining period.

Payment obligation in the notice period

In the event of termination, the Customer shall pay the higher of:

- a) the agreed starting level; or
- b) the actual scope in the notice period.

13. EQUIPMENT, LICENCES AND DATA CESSATION

Purchase of physical goods

When purchasing physical goods from the Supplier, the Supplier's terms and conditions for purchase of physical goods, as amended from time to time apply, available at <https://www.procano.no/vilkår/salgs-og-leveringsbetingelser>.

These terms govern, among other things, delivery, warranty, complaints, returns and liability relating to physical products, including PCs, Macs, monitors, peripherals and equivalent products.

Rental of equipment

For equipment rented from the Supplier, the following applies upon cessation of the customer relationship or the relevant Service:

- The equipment shall be returned within the agreed deadline. The Customer shall be invoiced an amount equivalent to the remuneration for the remaining rental period.
- Alternatively, the Customer may choose to take over ownership of the equipment by paying a buy-out fee equivalent to three (3) monthly charges, in addition to the remuneration for the remaining rental period.
- Delayed, incomplete or non-conforming return of equipment, including missing components, incorrect configuration or inadequate packaging, may result in invoicing of time incurred and any additional costs incurred in accordance with the Supplier's applicable price list.

Licences on cessation

Licences with a minimum commitment period or prepaid period do not cease before the commitment or licence period has expired.

Invoicing of such licences ceases at the same time as the customer relationship, and the Customer shall be invoiced a final invoice equivalent to the remuneration for the remaining licence period.

Data on cessation and deletion

Unless otherwise expressly agreed, the Customer's data shall be deleted thirty (30) days after cessation of the relevant Service.

This also applies to backups if the Customer has not ordered a longer retention period. After deletion, the data cannot be restored.

The Customer is solely responsible for ensuring the extraction of all necessary data before deletion takes place. After deletion, the Supplier shall have no responsibility for the loss, recovery or availability of data.

14. LIMITATION OF LIABILITY

Specific provisions on liability for damages

Each Party shall be liable to the other Party in cases of gross negligence or wilful misconduct.

The Supplier's aggregate liability for damages is limited to direct loss, and shall not exceed an amount equivalent to three (3) months' remuneration for the Service to which the loss relates.

Risk for equipment and software

Risk for hardware, infrastructure and software lies with the Party that physically possesses the equipment, or has control over the relevant system or installation.

The Customer bears the risk for all equipment and software located in the Customer's premises, infrastructure or systems, including when the Supplier performs work on it.

The Supplier bears the risk for equipment and systems operated or hosted by the Supplier.

Limitation of compensation for indirect loss

Compensation for indirect loss may not be claimed.

Indirect loss includes, without limitation:

- reduced or lost production or turnover;
- loss affecting a third party; and
- other consequential or indirect financial loss.

This also applies to financial loss suffered by the Customer as a result of errors by the Supplier's subcontractors.

Deadline for submitting claims

Claims for damages must be submitted without undue delay after the matter became, or should reasonably have become, known to the party submitting the claim.

15. FORCE MAJEURE AND OTHER PROVISIONS

Force majeure

If a Party is prevented from fulfilling its obligations as a result of an extraordinary situation outside that Party's control, and which under Norwegian law constitutes force majeure, the other Party shall be notified without undue delay.

The affected Party's obligations are suspended for as long as the force majeure situation continues, and the other Party's corresponding obligations are suspended to the same extent.

Force majeure situations may include, without limitation, power outages, major network or service failures at a third party, cyber-attacks, pandemics or epidemics, fire, natural disasters, strike, lockout or orders from public authorities.

When the impediment ceases, the Parties shall resume their obligations as quickly as possible.

Amendments to the Terms

The Supplier may amend these Terms where reasonably necessary.

Amendments are published at <https://procano.com/vilkar> and are notified with at least one (1) month's prior notice. Amendments take effect thirty (30) days after publication.

If the Customer continues to use the Services after the effective date, the amendments shall be deemed accepted. If the Customer does not accept the amendments, use of the Services must cease before the effective date.

Confidentiality

The Parties, as well as their employees, advisers, subcontractors and others who gain access to confidential information as a result of the cooperation, are obliged to maintain confidentiality regarding such information.

Confidential information includes all information relating to the other Party's administrative, technical, security-related, operational or financial matters, as well as other information that, by its nature or the circumstances of its disclosure, should reasonably be understood to be confidential.

The duty of confidentiality also applies after cessation of the customer relationship, unless otherwise required by law or a legally enforceable order from a public authority.

Rights to Services and data

The Customer is granted a limited, non-exclusive and non-transferable right to use the Services delivered by the Supplier. This right of use does not entail any transfer of ownership or intellectual property rights to solutions, configurations, documentation or technology delivered by the Supplier.

The Customer retains ownership of its own data. The Supplier has no rights to the Customer's data beyond what is necessary to deliver the Services, fulfil operational obligations or safeguard security and compliance.

The Customer is solely responsible for ensuring that content and data processed through the Services do not breach applicable law.

The Supplier retains all rights to its own methods, processes, models, configurations, automation tools, scripts, rules, analyses, algorithms and other solutions developed or used as part of the delivery of the Services, including solutions wholly or partly based on artificial intelligence, machine learning or automated decision support. This applies regardless of whether such solutions have been developed or further developed in connection with deliveries to the individual Customer.

Such solutions are considered generic supplier components, even if they are configured or adapted for the Customer's use. The Customer is only granted a right of use to such solutions to the extent necessary to use the Services, and without this entailing any transfer of intellectual property rights.

Certifications and management systems

The Supplier maintains a documented management system for quality and/or information security and is certified in accordance with relevant ISO standards.

The Supplier shall use commercially reasonable efforts to maintain relevant certifications where this is practically and commercially justifiable. Changes to certification status do not entitle the Customer to compensation, but the Customer may, upon request, obtain documentation of the Supplier's certifications applicable from time to time.