

Standard terms of conformity assessment contract

Standard Terms and Conditions of Conformity Assessment Contract (hereinafter the Contract) provide Inspecta Estonia OÜ (hereinafter "Kiwa Inspecta") and customer rights, responsibilities, obligations and also general requirements of conformity assessment.

1. General provisions and definitions

- 1.1 Contract- submitted application together with the terms and conditions.
- 1.2 Inspecta Estonia OÜ- certification body, certifying the products;
- 1.3 Client- who applies or holds the certificate (s) issued by Kiwa Inspecta.
- 1.4 Certificate- document issued to the Client to prove that this product has been evaluated and tested in accordance with the requirements of the Directive.
- 1.5 Parties– Kiwa Inspecta and Client.

2. CLIENT'S OBLIGATIONS, RIGHTS AND LIABILITY

- 2.1. Client is obligate to:
 - 2.1.1 Follow the laws of the Republic of Estonia and comply with all provisions of this Contract.
 - 2.1.2 Always fulfill the certification requirements, including implementing appropriate changes when they have been notified by the Inspecta.
 - 2.1.3 Make all necessary arrangements for conducting an assessment (eg submitting the documentation).
 - 2.1.4 Not use the certificate (s) in a way that could compromise the Kiwa Inspecta and not make statements on conformity assessment that Kiwa Inspecta may consider misleading or unauthorized.
 - 2.1.5 Use the certification only in compliance with the scope of the certification.
 - 2.1.6 Stop activities (incl. the use of advertising materials) and references to the Kiwa Inspecta or to the certification of the product upon suspension, withdrawal or termination of the certification.
 - 2.1.7 Provide copies of the certification documents in their entirety to third parties.
 - 2.1.8 Keep the record of all complaints related to the compliance with certification requirements and take appropriate action to investigate such complaints and take actions for eliminating the deficiencies and make these records available to the Kiwa Inspecta upon request.
 - 2.1.9 Advertise the certified product, use the conformity mark and product information in accordance with Kiwa Inspecta's requirements as in clauses 2.1.4 to 2.1.7 of this Contract.
 - 2.1.10 Inform Kiwa Inspecta, without delay, of any changes that may affect its ability to conform with the certification requirements (change in organization, structure, location, modifications to the product, key managerial decision-making or technical staff).
 - 2.1.11 Allow the Kiwa Inspecta to involve observers when providing the service.
 - 2.1.12 Pay for the services provided by Kiwa Inspecta in accordance with paragraph 6, even if the product does not meet the requirements and the certificate can not be issued.

3. KIWA INSPECTA OBLIGATIONS, RIGHTS AND LIABILITY

- 3.1. Kiwa Inspecta is obligate to:
 - 3.1.1 Follow the laws of the Republic of Estonia and comply with all provisions of the contract.
 - 3.1.2 Conduct conformity assessment for the Client's products in accordance with the scope specified in the application.
 - 3.1.3 In case of positive outcome of the certification, issue the certificate to the Client.
 - 3.1.4 Inform the Client of changes related to the certification.
- 3.2 Kiwa Inspecta is right to:
 - 3.2.1 Disclose the information about the Client certification and scope of certification (e.g. suspension, withdrawal or termination of certification) on the Kiwa Inspecta's web page www.kiwa.com/ee.
 - 3.2.2 Terminate certificate if:
 - 3.2.2.1 The Client has intentionally disseminated false information.
 - 3.2.2.2 There exists evidence that the certificate has been based on fraud, forgery or inaccurate data.

4. APPOINTMENTS AND COMPLAINTS

- 4.1 Appeals and complaints can be present on Kiwa Inspecta's website at www.kiwa.com/ee.

5. CONFIDENTIALITY

- 5.1 Inspecta is obliged to ensure the confidentiality of all information and documentation and will not disclose it to third parties without the client's permission, except for the information provided by the law, the Estonian Accreditation Centre, or if the Customer makes it publicly available.

6. SETTLEMENTS

- 6.1 The Client pays the conformity assessment fees (s) to the Kiwa Inspecta in accordance with Kiwa Inspecta's valid pricelist or quotation.
- 6.2 The Client pays all payments to Kiwa Inspecta's current account in accordance with the invoices submitted by Kiwa Inspecta after receipt of the invoice(s).

7. LIABILITY

- 7.1 Performer is only liable for the work that has been carried out by the Performer or under its responsibility and the Performer particularly does not warrant data received from third parties if it has not been stated explicitly that these data were examined by the Performer and found to be correct. However, if the Customer, or a third party who acts as the Customers supplier, accepts recommendations, designs, sketches, drawings, models, specifications, etc. from the Performer, whether or not after its own examination, the Performer is no longer liable for any damage or loss caused by the application of such recommendations, designs, etc.
- 7.2 Performer will be obliged to compensate the direct damage or loss only. Direct damage or loss will not in any instance include: trading loss, loss of production, loss of turnover and/or profits, decrease in value of products or sums that would have been included in the performance costs had the order been carried out properly from the start.

- 7.3 The Performer is only liable towards the Customer for damage or loss limited to twice the amount due pursuant to the agreement. In the case of continuing performance contracts, liability will be limited to twice the amount due in the last six months. Liability will in no event exceed a sum of €25,000.
- 7.4 The limitations of the Performers liability do not apply if the damage or loss was caused by intent or gross negligence (in the meaning of willful recklessness) of Performer or its management.
- 7.5 Any liability on the part of the Performer expires after two years have passed, to be calculated from the day of termination of the Agreement or part of the Agreement, unless the Customer has instituted legal action against the Performer within these periods.

8. CONCLUSION AND TERMINATION OF THE CONTRACT

- 8.1 The Contract shall enter into force on the date on which the application is submitted by the Client's authorized representative and is valid end of the validity term of the certificate or until the termination of the contract.
- 8.2 Kiwa Inspecta has the right to cancel the Contract unilaterally if the Client fails to comply with the obligations in the Contract.
- 8.3 A Contract is deemed to be terminated if it is not possible to issue a conformity assessment certificate.
- 8.4 Kiwa Inspecta has the right to unilaterally amend these Standard terms of conformity assessment and publish the revised Standard Terms of conformity assessment at Inspecta's website at www.kiwa.com/ee.

9. FINAL PROVISIONS

Any dispute arising from the Contract shall be resolve by negotiation. If the negotiations do not give positive results, then disagreements will be resolved in accordance with the legislation of the Republic of