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|   | |  | | Joint- Stock Company for Quality Testing Kvalitet Niš Serbia 18000 Niš Bul. Sv. Cara Konstantina 82-86 tel: +381-18-550-766, 550-624; fax: +381-18-550-636 www.kvalitet.co.rs office@kvalitet.co.rs | | (to be completed by Kvakitet a.d. Niš) Document number: Date: | |
| APPLICATION AND AGREEMENT FOR PRODUCT CONFORMITY ASSESSMENT * | | | | | | Z00FO00E (v 2.5/Z00PR04) 22.11.2018. | |
| Applicant:^{a)} | | | | The holder of the document of conformity:^{a)} (if different from the applicant) | | | |
| a) Name, address, city, state, contact person, telephone no., fax no., e-mail, website etc. | | | | | | | |
| Product: (Name, type/model, other data) Note: (to be completed separately for each type of product) | | | | | | | |
| Manufacturer: (Name, address, state...) | | | | | | | |
| Trade mark: (if any) | | | | | | | |
| Type of service and document of conformity: | | EMC | | Safety | | IECEE CB scheme | Solid fuel appliances |
| | | LV equipment/ LVD | Machines | Voluntary Certification | | | |
| Testing | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Certification | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | / |
| Evaluation of the documentation | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | / |
| Certificate of Conformity | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | / | <input type="checkbox"/> | / |
| Annexes ⁽¹⁾ | | <input type="checkbox"/> a business letter- request <input type="checkbox"/> Test report <input type="checkbox"/> Declaration of conformity <input type="checkbox"/> supporting documentation <input type="checkbox"/> instructions in Serbian <input type="checkbox"/> instruction manual - original <input type="checkbox"/> service manual <input type="checkbox"/> | | | <input type="checkbox"/> sample/samples <input type="checkbox"/> wiring diagram <input type="checkbox"/> mounting diagram <input type="checkbox"/> list of components <input type="checkbox"/> components <input type="checkbox"/> CB certificate and report <input type="checkbox"/> Certificate (on base of MLA) | | |
| Other data ⁽²⁾and/or information | | (it is mandatory to specify the standards for which you are requesting conformity assessment, as this is required by the reference standard for accreditation) | | | | | |
| Place and date: | | seal | | Applicant – service user, Signature: Name, surname, position: | | | |
| The Application form signed by a applicant and preliminary estimate/invoice issued by "Kvalitet" a.d. Niš make an integral part of the Agreement on Product Conformity Assessment. By submitting this application we confirm that we have not applied to other notified body for conformity assessment | | | | | | | |

(1) Please fill in the appropriate field(s) by the mark (x)

(2) Please mandatory specify the standard/ technical regulation and other data relevant to conformity assessment, for example, national differences for IECEE CB scheme, that a sample shall be tested on site and specify the reason.

* When submitting application, always use the application form available at the web site: www.kvalitet.co.rs

AGREEMENT ON PRODUCT CONFORMITY ASSESSMENT**Concluded on (date) _____ 20____ (year)**

1. This Agreement regulates the rights and obligations of the applicant-services user (hereinafter referred to as: user) and Joint Stock Company for Quality Testing Kvalitet a.d. Niš (hereinafter referred to as: Kvalitet) regarding the product conformity assessment procedure.
2. According to the specified Agreement, Kvalitet is obliged to conduct the product conformity assessment professionally, impartially and objectively, in accordance with standards that were requested by the user or selected by Kvalitet, in case the requester had not stated the standard, according to established and regulated procedure.
3. The user is obliged to allow evaluation and surveillance documents, records, access to equipment, personnel, subcontractors, as well as the investigation of a complaint or the participation of observers (if Kvalitet require).
4. User agrees to pay Kvalitet for the service rendered, in accordance with Kvalitet valid price list and within the time period as specified by its preliminary estimate/invoice. User agrees to pay to Kvalitet for the service rendered regardless the required document was issued to the user or not, due to the fact that requirements were not met by the user. In the name of and for the user, service may be paid by a third party, judicial or physical entity, pursuant to Article 453 of ZOO (Law on Obligatory Relations). Kvalitet may request that service from this Agreement should be paid before starting the product conformity assessment procedure.
5. In procedure of the request realization, employees of Kvalitet, as well as other stakeholders engaged by it (commission members, contractors, external agents, etc.), are obliged to respect Kvalitet general records provisions on keeping business secret, considering to be confidential every received information (unless agreed with the user to publish the information) that may be related to the request. Kvalitet will inform the user in advance of information related to the user who wants to make to make available to the public.
6. Information about the user who receives Kvalitet from other sources (complainant, authority) will be considered confidential. The source of the information will not be disclosed to the user unless the source agrees.
7. In case user is dissatisfied by delivered service, he may lodge to Kvalitet a complaint or appeal in writing within 15 days period beginning from the day of service delivery.
Complaints and appeals would be considered and accordingly decision would be made by Kvalitet competent authority.
8. Kvalitet is obliged to deliver the service within the time period that cannot be longer than 6 (six) months beginning from the day of submitting the service. Kvalitet agrees to deliver the service within the time period specified by Paragraph 1 of this Article in case the user, while submitting the request, also supplies complete documentation and sample/samples if needed, as well as in case nonconformities are not noticed on sample/samples and in documentation.
9. If the service includes testing of a sample/samples and if there are nonconformities on it/them, Kvalitet is obliged to inform the user in writing and within 7 (seven) days from the date of ascertaining the non-conformity. The user is required to remove the established non-conformities within the period not exceeding 3 (three) months. Kvalitet will carry out repeated testing for the purpose of checking if the ascertained non-conformities were removed, for which it will charge the user according to the valid price list.
10. Kvalitet does not take over responsibility for damage of the testing samples, which may occur while carrying out the testing and certification procedures, and in case Kvalitet staff involved in these procedures acted properly according to the proscribed procedures, in accordance to Article 18 of ZOO (Law on Obligatory Relations).
Kvalitet is obliged to keep sample/samples that were handed over to it and to take responsibility for their loss in case of theft or replacement.
11. The user agrees that Kvalitet may change the name, product type and manufacturer, if, for whatever reason, these facts were not properly stated in the request.
12. The user is obliged to take over the tested sample in a condition as found after the testing and/or certification within 15 (fifteen) days from the date of completion of the procedure. In case the user does not take over or does not want to take over the tested sample/ samples within the stated period, the user will inform Kvalitet about this fact in writing. In any of the cases, Kvalitet is obliged to keep the sample/ samples for 6 months counting from the date when testing was completed. After expiration of this period, sample/samples will be considered to be movable property abandoned by the property owner-user, in which case Kvalitet will obtain the ownership right over the sample/samples, liable to Articles 32 and 46 provisions of the Law on Basics of the Property Relations.
13. Holder of the Document of Conformity (hereinafter referred to as: Document) shall use that Document and conformity mark in communication media (documents, brochures, leaflets, etc.) in accordance with the scope of certification and Guidelines for using the Document and Conformity mark, which, together with the Document, is supplied by Kvalitet. Any other usage of the Document and Conformity mark contrary to the specified Guidelines shall be considered misuse and is a reason for taking away the Document.
14. Conformity mark of the complied product does not make the Document holder exempted from obligation to comply the product in accordance with the law of the country where the product is put into market.
15. The holder of documents is required to ensure that all ongoing production which the holder marks with the conformity mark, before being put into market, shall be identical with the sample for which he was granted the Document, including implementing appropriate changes required by Kvalitet.
16. Kvalitet shall by its decision deprive the user of the Document, temporarily or permanently, in case it establishes the product for which the Document was issued does not meet, in any way, the requirements according to which the Document had been issued. In case of being deprived of the Document, the holder is obliged to redraw from circulation the products with the conformity mark.
Lodging appeal or complaint by the Document holder on Decision of revoking the Document shall not delay execution of the Decision that was made from Paragraph 1 of this Article.
17. The Document holder cannot use the Document and Conformity mark issued to him after the Document expiration date, suspension, withdrawal. or termination of certification.
18. If Document holder provides copies of certification documents, the documents shall be reproduced in their entirety.
19. The holder of documents must comply with all requirements relating to the use of marks of conformity and on information related to the product.
20. Kvalitet is obliged, upon written request of the Document holder, to issue a Decision on revoking of the issued Document, before its expiration date.
21. The Document holder is obliged to inform Kvalitet in writing about the intended change on the already complied product. Kvalitet is obliged to inform the Document holder in writing whether the Document issued remains to be in effect or additional conformity assessment is needed for the purpose of maintaining the Document issued or issuing a new Document.
22. The holder of certification documents must keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to Kvalitet on request.
23. Contracting parties may terminate this Agreement by mutual consent.
The user may withdraw from this Agreement any time during the procedure process if supplying Kvalitet with a written request for the Agreement termination.
In case the user had paid for the service before beginning of the product conformity assessment procedure and the Agreement is terminated in accordance with Paragraphs 1 and 2 of this Article, Kvalitet shall calculate the expenses occurred from the date of concluding the Agreement until the date of terminating the Agreement by mutual consent, that is, until the date of receiving a written statement on the Agreement termination, and will return eventual difference to the user within 15 (fifteen) days period.
If the user did not pay for service before the beginning of the product conformity assessment, or has paid for it partly, and this Agreement was terminated according to Paragraphs 1 and 2 of this Article, the user is obliged to pay for its withdrawal in the amount of the expenses Kvalitet accounted from the date of concluding until the date of terminating the Agreement by mutual consent, that is, until the date of receiving a written statement on the Agreement termination within 15 (fifteen) days from receipt of billing – invoice by Kvalitet.
24. ZOO (Law on Obligatory Relations) regulations will be applied to all other issues that are not anticipated by this Agreement.
25. In case of dispute the contracting parties will attempt to resolve the dispute amicably, and if not, then at the competent court in Niš.
26. This Agreement is concluded for an indefinite period of time and applies to all requests for products conformity assessment submitted by users during the period of validity of the mentioned Agreement. Constituent part of this Agreement consists of all requests of the users that were submitted within this Agreement duration.
27. This Agreement is made in 2 (two) same copies, where each of the contracting parties keeps 1 (one) of the copies for its own purposes.

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Applicant,seal
For Kvalitet a.d. Niš,Vladimir Vukašinović,
general manager