

## CONTRACT

### FOR THE CERTIFICATION OF PRODUCTS AND PRODUCTION IN COMPLIANCE TO 2014/33/EU DIRECTIVE AND FOR THE RIGHT TO USE THE CE MARKING AND THE CERTIFICATION LOGO OF TÜV CYPRUS

#### §1. CONFORMITY ASSESSMENT PROCEDURE:

##### Lifts

- ☐ Final Inspection for lifts- Annex V
- ☐ Conformity to type based on product quality assurance for lifts - Annex X (Module E)
- ☐ Conformity based on full quality assurance plus design examination for lifts - Annex XI (Module H1)
- ☐ Conformity to type based on production quality assurance for lifts - Annex XII (Module D)
- ☐ Type examination for lifts - Annex IVB (Module B)
- ☒ Conformity based on unit verification for lifts - Annex VIII (Module G)

##### Lifts Safety components

- ☐ Conformity to type based on product quality assurance for safety components for lifts - Annex VI (Module E)
- ☐ Conformity based on full quality assurance for safety components for lifts - Annex VII (Module H)
- ☐ EU-Type examination of safety components for lifts - Annex IVA (Module B)
- ☐ Conformity to type with random checking for safety components for lifts - Annex IX (Module C2)

#### §2. Manufacturer/Authorized Representative

**ZATA ASANSÖR TİCARET VE SANAYİ LİMİTED ŞİRKETİ**  
**ATATÜRK MAH. 31060.SK.NO:11 B MEZİTLİ/MERSİN**

#### §3. HARMONIZED TECHNICAL STANDARD

EN 81-20/50

#### §4. INTRODUCTION

TÜV CYPRUS is a notified/competent body in the E.U. for the inspection and certification of lifts and safety components for lifts in compliance with directive 2014/33/EU with identification number 2261. The quality management system of TÜV CYPRUS conforms to the requirements of ISO/IEC 17065, ISO/IEC 17020, ISO/IEC 17021.

#### §5. Ensuring Impartiality

The independence and impartiality of certification services offered by TÜV CYPRUS are a key priority and commitment of Senior Management. The Senior

Management is committed to manage any conflict of interests and ensure the objectivity of activities related to the "certificate document" of lifts or safety components of lifts.

TÜV CYPRUS and auditors, which co-operate with TÜV CYPRUS (internal and external) do not provide consulting services and do not perform internal audits to the Companies certified by them. Nevertheless, it is possible to use Auditors who had provided consulting services in the past to the company to be certified only if at least two years have passed since.

TÜV CYPRUS, as defined in its statute, does not maintain any relationship (commercial and / or economic), with other companies / organizations, which may put at risk the impartiality of its decisions.

#### §6. Object and fundamental principles of the CONTRACT - Definitions

By the following text the Manufacturer/Authorized Representative assigns to TÜV CYPRUS the certification in accordance with the European Directive 2014/33/EU, the Harmonized Technical (-s) Standard (-s) and the Conformity Assessment Procedure/ Conformity of Lifts and Safety Components of Lifts (CE Marking) of the products, that they are to be identified in the certificate or/and in the technical file and which are manufactured by the Manufacturer/Authorized Representative.

The purpose of the certification is to verify, depending on the type of product, whether the design and/or the production satisfies the applicable requirements.

TÜV CYPRUS will conduct for the appropriate and selected conformity assessment procedure the activities specified and detailed in the technical offer/quotation.

In the text of CONTRACT, the term "Certificate Document" will specify one of the following documents:

- EU Type Examination Certificate for lifts
- EU Type Examination Certificate for Safety Components of Lifts
- Certificate of Conformity to Type Based On Product Quality Assurance for Safety Components for Lifts
- Certificate of Conformity Based on Full Quality Assurance for Safety Components for Lifts
- Certificate Of Conformity to Type with Random Checking for Safety Components for Lifts
- Certificate of Conformity to Type Based on Product Quality Assurance for Lifts

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- Certificate of Conformity Based on Full Quality Assurance Plus Design Examination for Lifts
- Certificate of Conformity to Type Based on Production Quality Assurance for Lifts

#### §7. Obligations of the Manufacturer/Authorized Representative

The Manufacturer/Authorized Representative is obliged to perform, depending on the type of product, that the design and the production satisfies the applicable requirements.

The Manufacturer/Authorized Representative shall perform all the activities specified and detailed in the technical offer/quotation.

In case of production control or inspection is required by the appropriate and selected conformity assessment procedure, the Manufacturer/Authorized Representative provides the inspectors the opportunity to examine all the records relating to the scope during the inspection.

The Manufacturer/Authorized Representative shall facilitate the access of the inspectors of TÜV CYPRUS to all points of the production including the Warehouse, distribution facilities and laboratories (internal or external), as well as access to the relevant records, during any working hour in order to enable the inspector to conduct the required work.

The Manufacturer/Authorized Representative is obliged, after the issue of the "Certificate Document", to inform TÜV CYPRUS for all major changes in the product, in the factory, in the factory production control system and/or in the structure of the company that affect the quality of the products produced.

The Manufacturer/Authorized Representative is obliged to record all Manufacturer/Authorized Representative complaints and their handling relevant to the certified products and shall provide them to the inspectors for assessment during the inspection. In case of product withdrawal, the Manufacturer/Authorized Representative is obliged to keep detailed records for the withdrawal of all the suspected quantity from the market, the investigation of the causes, the crisis confrontation and shall provide them to the inspectors for assessment during the inspection.

The Manufacturer/Authorized Representative has no right to counterfeit in any way the scope of application of the certification or / and the "Certificate Document". The

"Certificate Document" cannot be used in a misleading way for promotional purposes.

The accreditation by CYS-CYSAB to TÜV CYPRUS or any of its reports or certificate/statements do not represent and in no way imply an approval of Manufacturer/Authorized Representative's products or services by CYS-CYSAB.

The Manufacturer/Authorized Representative grants TÜV CYPRUS the right to keep and publish a list of certified products, indicating in detail the scope of the certification (name, factory, products description).

The Manufacturer/Authorized Representative shall inform, in written form, TÜV CYPRUS of any disruption in the production of lifts or safety components of lifts that affects the regular inspection, as well as its expected duration. The same procedure applies for the continuation of the production.

After the end of the inspection and the certification in case that the "Certificate Document" is withdrawn, the Manufacturer/Authorized Representative shall return to TÜV CYPRUS the "Certificate Document", which will be marked as expired.

The Manufacturer/Authorized Representative is obliged to remove or erase all the markings referring to §11 after the end of the inspection or the cancellation of the certification of compliance, without any delay.

The Manufacturer/Authorized Representative shall allow the access of assessors from accreditation bodies that accompany the inspectors of TÜV CYPRUS within its accreditation as an accreditation body.

The Manufacturer/Authorized Representative should inform TÜV CYPRUS, whenever requested, for the products it is produced under its certification. In case of a new product, the Manufacturer/Authorized Representative should inform the TÜV CYPRUS, to examine whether this product is within the current scope of certification and the type of product has been settled.

Before placing the lifts or safety components of lifts on the market and/or putting it into service, the Manufacturer or his authorized representative shall:

- Ensure that it satisfies the relevant essential health and safety requirements set out in Annex I of the Lifts Directive;
- Ensure that the technical file is available;

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- Provide, in particular, the necessary information, such as instructions;
- Carry out the appropriate procedures for assessing conformity in accordance with §8,
- Draw up the EU Declaration of Conformity in accordance with Annex II of the Lifts Directive and ensures that it accompanies the Lift or Safety Component of lift;
- Affix the CE marking in accordance with §11

For the purposes of the procedures referred to in §8, the manufacturer or his authorized representative shall have, or shall have access to, the necessary means of ensuring that the lift or safety component of lift satisfies the essential health and safety requirements set out in Annex I of the Lifts Directive 2014/33/EU.

Where the lift or safety components of lifts is also the subject of other Directives relating to other aspects and providing for the affixing of the CE marking, the marking shall indicate that the lift or safety components of lifts also conforms to the provisions of those other Directives.

However, where one or more of those Directives allow the manufacturer or his authorized representative to choose, during a transitional period, the system to be applied, the CE marking shall indicate conformity only to the provisions of those Directives applied by the manufacturer or his authorized representative.

Particulars of the Directives applied, as published in the Official Journal of the European Union, shall be given on the EC declaration of conformity.

#### **§8. Procedures for assessing the conformity of lift or safety components of lifts**

The manufacturer or his authorized representative shall, in order to certify the conformity of lift or safety components of lifts with the provisions of this Directive, apply one of the conformity assessment procedures described in the following paragraphs.

Lifts shall be subject to one of the following conformity assessment procedures:

If they are designed and manufactured in accordance with a model lift that has undergone an EU-type examination set out in Annex IV, Part B of the Lifts Directive:

- final inspection for lifts set out in Annex V of the Lifts Directive;

- conformity to type based on product quality assurance for lifts set out in Annex X of the Lifts Directive;
- conformity to type based on production quality assurance for lifts set out in Annex XII of the Lifts Directive ;

If they are designed and manufactured under a quality system approved in accordance with Annex XI of the Lifts Directive:

- final inspection for lifts set out in Annex V of the Lifts Directive;
- conformity to type based on product quality assurance for lifts set out in Annex X of the Lifts Directive;
- conformity to type based on production quality assurance for lifts set out in Annex XII of the Lifts Directive;

Conformity based on unit verification for lifts set out in Annex VIII of the Lifts Directive;

Conformity based on full quality assurance plus design examination for lifts set out in Annex XI of the Lifts Directive.

#### **§9. Obligations of TÜV CYPRUS**

The duties of TÜV CYPRUS as a notified/competent body, as derived from the European Directive 2014/33/EU, the harmonized Technical Specifications of the product, the relevant EN standards, other official documents such as documents of the group of Notified bodies for the Directive, the Quality Procedures of TÜV CYPRUS and the experience and the technical competence of TÜV CYPRUS, according to the conformity assessment procedure, as mentioned in §1 of the present:

TÜV CYPRUS is obliged to handle confidentially the information that is provided by the Manufacturer and to use it only in order to assess the agreed scope of certification. Data and documents of the Manufacturer/Authorized Representative provided during the inspection and for its purposes are not disclosed to third parties. The case that detailed reference is required in litigation dispute constitutes an exception, as well as if the non-confidentiality is imposed by the law, administrative act, court decision or generally act or decision of any authority, body or institution, public or otherwise, in terms of any jurisdiction, competence or

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process. The Manufacturer/Authorized Representative is able, for specific reasons, to exempt TÜV CYPRUS from the confidentiality obligation. TÜV CYPRUS is responsible under the provisions of this subparagraph based on the diligence shown in its own affairs.

TÜV CYPRUS, as a notified/competent body, has the necessary competence and responsibility for the certification of compliance in accordance with the valid rules of procedure and management and covers the criteria concerning the competence, the impartiality and the integrity mentioned in the Directive 2014/33/EU Article 24.

TÜV CYPRUS provides the Manufacturer/Authorized Representative exclusively the non-transferable and non-exclusive right to use the "Certificate Document" and the marking and not the right of ownership or in any other way property rights therein under any provision, which right of ownership and property remains exclusively with TÜV CYPRUS and for its benefit, regardless of whether the Manufacturer/Authorized Representative has paid for the marking and the "Certificate Document". The right to use the "Certificate Document" and the marking is granted and withdrawn at any time under the provisions of this general condition document.

When a violation of the rules or the technical specifications mentioned in §3 is noted, TÜV CYPRUS will make a recommendation to the Manufacturer/Authorized Representative to eliminate the deficiencies within a reasonable time period that should not normally exceed one month. After this period TÜV CYPRUS may conduct unannounced inspection.

If errors or violations of the technical specifications referring to §3 are identified during the inspection, which may endanger public health or order and in particular life, health or natural foundations of life, TÜV CYPRUS will inform without any delay the competent local authorities.

If during unannounced inspection or during the next regular inspection it is identified that the deficiencies are not eliminated, TÜV CYPRUS is entitled to immediate cancellation of the agreement and postponement of the third party control. In addition, TÜV CYPRUS has the right to withdraw the "Certificate Document" and/or to terminate the cooperation without delay, when repeated discrepancies that no longer guarantees the compliance of the product with the regulations of the technical specifications. In both cases the Manufacturer/Authorized Representative has no longer the right to use the CE marking for his products.

If the agreement for inspection and certification is terminated, TÜV CYPRUS has the right to provide the results of the inspection and the certification to the next Notified Body, with which the Manufacturer/Authorized Representative will sign a contract.

The execution of this agreement may be partly assigned by TÜV CYPRUS to third parties. TÜV CYPRUS has the right to choose, in its sole discretion, the persons that will conduct the inspections and certifications and to employ them in any way and relation that TÜV CYPRUS considers appropriate, depending on the case. The testing is assigned to a testing laboratory which cooperates with TÜV CYPRUS and is considered appropriate. Client's consent is required for any subcontracting activities. In each case, TÜV CYPRUS remains solely responsible to the Manufacturer/Authorized Representative and guarantee that third parties will fully observe its obligations under this agreement.

#### **§10. Validity - Surveillance**

TÜV CYPRUS has the ongoing responsibility of ensuring that the "Certificate Document" remains valid. It shall inform the Manufacturer/Authorized Representative of any major changes which would have an implication on the validity of the certificate. TÜV CYPRUS shall withdraw certificates which are no longer valid.

The Manufacturer/Authorized Representative of the lift or safety components for lifts concerned has the ongoing responsibility of ensuring that the said lift or safety components for lifts meets the corresponding state of the art. The Manufacturer/Authorized Representative and TÜV CYPRUS shall retain a copy of this certificate, of the technical file and of all the relevant documents for a period of 15 years from the date of issue of the certificate.

In the case of the quality assurance, the purpose of surveillance is to make sure that the Manufacturer/Authorized Representative duly fulfils the obligations arising out of the approved quality system.

The Manufacturer/Authorized Representative shall, for inspection purposes, allow TÜV CYPRUS to access to the places of design, manufacture, inspection, testing and storage, and shall provide it with all necessary information, such as:

- the documentation concerning the quality system,

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- the quality records provided for in that part of the quality system concerned with design, such as the results of analyses, calculations, tests, etc.,
- the quality records provided for in that part of the quality system concerned with manufacture, such as inspection reports and test data, calibration data, reports on the qualifications of the personnel concerned, etc.

TÜV CYPRUS shall conduct yearly audits to make sure that the Manufacturer/Authorized Representative is maintaining and applying the quality system; it shall provide the Manufacturer/Authorized Representative with an audit report. The full reassessment is carried out every three years.

Moreover, TÜV CYPRUS may perform the Manufacturer/Authorized Representative unannounced visits. The need for these additional visits and their frequency shall be determined on the basis of a visit monitoring system managed by TÜV CYPRUS. In particular, the following factors shall be taken into account in the visits monitoring system:

- the results of previous surveillance visits,
- the need to monitor remedial measures,
- where appropriate, special conditions attaching to approval of the system,
- significant modifications in the organization of the manufacturing process, measures or techniques.

On the occasion of such visits, TÜV CYPRUS may, if necessary, carry out tests or have them carried out in order to check the proper functioning of the quality system. It shall provide the Manufacturer/Authorized Representative with a visit report and, if a test was carried out, with a test report.

The manufacturer or his authorized representative shall keep available for the national authorities, for a period of ten years from the last date of manufacture:

- the documentation referred above,
- the decisions and reports

TÜV CYPRUS reserves the right to proceed to surveillance inspections without any prior notification.

#### §11. Terms of use for the certification of TÜV CYPRUS and the CE marking

After the issue of the "Certificate Document", TÜV CYPRUS grants to the Manufacturer/Authorized Representative the right to display the "Certificate Document", compliance when requested along with the

Manufacturer's Declaration of Conformity of the Lifts or Safety Components for Lifts.

The holder of the "Certificate Document" may within the applicable law, use it for business purposes, such as in offers, presentations, promotional purposes and as a proof of completeness.

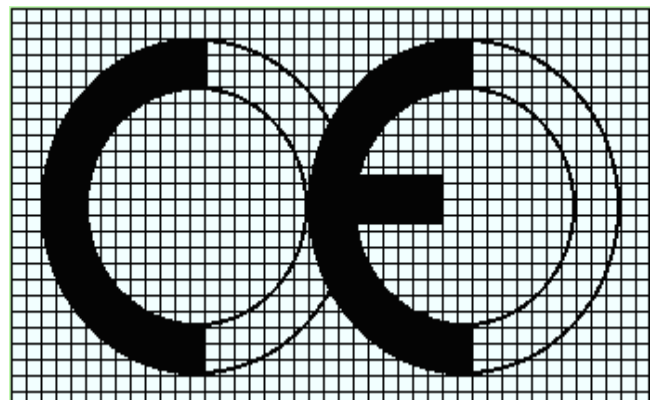
The "Certificate Document" cannot be used in a misleading way for promotional purposes.

The "Certificate Document" remains property of TÜV CYPRUS and can be withdrawn and its use by the Manufacturer/Authorized Representative in accordance with the terms of this agreement may be prohibited.

The "Certificate Document" of TÜV CYPRUS and the Manufacturer's Declaration of Conformity, entitles the Manufacturer to affix the CE marking symbol to the product itself, on the accompanying label attached to the products, on the packaging or on the accompanying commercial documents, in accordance with the European Directive 2014/33/EU and the Harmonized Standard.

The CE marking symbol affixed on the products indicates that they meet all the provisions of the European Directive, in which the procedures for assessing the conformity under European Directive 2014/33/EU are included.

The CE conformity marking shall consist of the initials 'CE' taking the following form:



The CE marking must be distinct and easily recognizable. If the CE marking is reduced or enlarged the proportions given in the above graduated drawing must be respected. The various components of the CE marking must have substantially the same vertical dimension, which may not be less than 5 mm. The minimum dimension may be waived for small-scale machinery.



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The CE marking shall be affixed visibly, legibly and indelibly to each lift car and to each safety component for lifts or, where that is not possible, on a label inseparably attached to the safety component for lifts.

The CE marking shall be affixed before the lift or the safety component for lifts is placed on the market.

The CE marking on lifts shall be followed by the identification number of the notified body involved in any of the following conformity assessment procedures:

- the final inspection referred to in Annex V of the Lifts Directive;
- unit verification, referred to in Annex VIII Lifts Directive;
- quality assurance referred to in Annexes X, XI or XII Lifts Directive.

The CE marking on safety components for lifts shall be followed by the identification number of the notified body involved in any of the following conformity assessment procedures:

- product quality assurance referred to in Annex VI of the Lifts Directive;
- full quality assurance referred to in Annex VII of the Lifts Directive;
- conformity to type with random checking for safety components for lifts referred to in Annex IX of the Lifts Directive.

The right to use the CE marking and the certification provided by TÜV CYPRUS covers exclusively the products assessed with positive results. It is not permitted to use the CE marking with the identification number of TÜV CYPRUS for products produced in other premises of the Manufacturer. In case that the Manufacturer/Authorized Representative has other products other than those inspected and certified, the use of the CE marking should not be misleading. Only the Manufacturer/Authorized Representative is permitted to use it and the "Certificate Document", the label or the right of use cannot be transferred, sold, conceded or in any other way and for any other reason be assigned in whole or in part, with or without payment, to any third party, general, quasi general, special assignee, cooperating or affiliated company, successor or any other organizational and operational structure or unit, facility or holding without the prior written permission of TÜV CYPRUS.

The same applies also if the Manufacturer/Authorized Representative changes name, legal form, company type or other essential aspects of its existence and identity, as well as if for any reason ceases to exist even temporarily, and even if reconstituted with the same or another name, legal form, company type or other essential aspects of its existence and identity. If the Manufacturer/Authorized Representative wishes such a transfer, he must send a written request to TÜV CYPRUS, in order to obtain its prior written agreement. If necessary, TÜV CYPRUS in its sole discretion may conduct at any time a new re-inspection at the facilities of the structure or unit, to which the license will be transferred, whereas "Certificate Document" and the marking may be withdrawn at any time, on the basis of this Contract.

Any improper placement of the "CE" marking found, implies the obligation for the Manufacturer/Authorized Representative to stop the non-compliance and to pursue immediately the compliance of the product with the requirements for the CE marking. If the product continues not to conform to the relevant specifications, then the Manufacturer/Authorized Representative is obliged to take immediately all the appropriate measures in order to restrict or ban the placement on the market of this product or to ensure its withdrawn from the market.

The affixing on products or their packaging of markings which are likely to mislead third parties as to the meaning and the form of the CE marking is prohibited, and all the essential measures for this purpose are taken by the European Union Member States. Any other marking may be affixed to the equipment and protective systems intended for use in potentially explosive atmospheres on an accompanying label attached to the product, on the packaging or on the accompanying commercial documents provided that the CE marking remains visible and legible.

In case that claims arise against TÜV CYPRUS in accordance with the provisions on the Producer's responsibility, because the Manufacturer/Authorized Representative has used the certification logo of TÜV CYPRUS in a way that is contrary to the provisions of this agreement, the Manufacturer/Authorized Representative is obliged to exempt TÜV CYPRUS from any third party claim. The same applies also in case that third party claims arise against TÜV CYPRUS for the use of the logo by the Manufacturer/Authorized Representative for promotional purposes. Furthermore he is obliged to notify officially with extrajudicial statement to any third party designated by TÜV CYPRUS that any infringement does not concern TÜV CYPRUS, and in addition to restore any

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positive and consequential damage to the Body from this behavior, as well the moral damage caused to the Body.

The Manufacturer/Authorized Representative is responsible to use the logo of TÜV CYPRUS in competition in a way that possible misinterpretation of the certification field is prevented. The Manufacturer/Authorized Representative should furthermore ensure that any false impression, that the use of TÜV CYPRUS certification logo within the competition was provided after being tested by a state authority, is prevented.

The Manufacturer/Authorized Representative is obliged to pay to TÜV CYPRUS in accordance with the accepted offer/quotation. In case that the Manufacturer/Authorized Representative does not pay on time the agreed payment to TÜV CYPRUS, the last is entitled to prohibit the use of the "Certificate Document" number, the "Certificate Document", the TÜV CYPRUS number and the logo of TÜV CYPRUS by the Manufacturer/Authorized Representative, with the direct effect of the §15 of the present CONTRACT.

#### **§12. Cease of use rights**

The Manufacturer/Authorized Representative's right to use a "Certificate Document" issued by TÜV CYPRUS and to maintain it, ceases automatically without prior notification and TÜV CYPRUS has the right to withdraw it, if:

- the Manufacturer/Authorized Representative does not inform TÜV CYPRUS of significant changes in the structure/function of his company or indications of such changes that have a direct impact on product quality,
- the result of the surveillance inspection, in accordance with §10, does not justify the retention of the certificate/statement,
- when a Member State finds out that the product does not meet the requirements of the Directive,
- the Manufacturer/Authorized Representative is declared bankrupt
- the Manufacturer/Authorized Representative has not paid TÜV CYPRUS within the prescribed deadline set by TÜV CYPRUS,
- the Surveillance Inspections cannot be conducted for reasons caused by the Manufacturer/Authorized Representative,
- the Manufacturer/Authorized Representative misuses the "Certificate Document", or uses the "Certificate Document" or the CE marking in a way contrary to the provisions of this CONTRACT,

the Directive 2014/33/EU or the Harmonized Standard,

- the Certification or the retention of the "Certificate Document" is prohibited by an administrative or judicial authority
- Any provision of this agreement is violated.
- For any reason the agreement for inspection and certification is terminated.

#### **§13. Guarantee**

TÜV CYPRUS assumes no responsibility that the inspections that will take place on the facilities or the products of the Manufacturer/Authorized Representative by government agencies, other certification bodies or similar organizations that are authorized to decide for the facilities or the products of the Manufacturer/Authorized Representative, will lead to positive results, or to the issue of an attestation based on the inspection that has been carried out by TÜV CYPRUS on the Manufacturer/Authorized Representative's company.

No warranty is assumed explicitly or implicitly for the existence or absence of legal or any other relationship between the Manufacturer/Authorized Representative with the certified, indicatively and not restrictively, for the existence or nonexistence, substance, validity or invalidity, condition or validity of a right or obligation, legal status, property or relation, the existence or not of relevant deficiencies, defects or errors. For facts, properties or any errors, defects, omissions and deficiencies, there is no responsibility if TÜV CYPRUS was not aware of and should not or could not be aware of or if they were concealed by deceit by the Manufacturer/Authorized Representative, by his executives or employees or any other third party that is in a dependence or/and trust relationship with him. There is also no warranty or responsibility assumed that the certificate/statement and the marking can be used for any purpose, commercial, financial, promotional etc. beyond the certification.

#### **§14. Responsibility**

The responsibility of TÜV CYPRUS is limited solely to direct and actual damages caused by error or omission during the inspection, by fraud or gross negligence, (excluding the responsibility for slight negligence), are in causality with the inspection, were not inevitable and were not caused by force majeure, chance, or in general incident that TÜV CYPRUS is not responsible for in accordance with §13, and is limited in each case ten times the annual remuneration paid. The responsibility for direct and consequential damage is excluded.

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TÜV CYPRUS is responsible for acts and omissions of its partners, managers and executives, according to the provisions of subparagraph (1) of §14, only if they occurred during the exercise of their duties and due to it, and are in direct connection and causality with their duties, not for actions taken on the occasion of their duties or are completely unrelated to these.

In case that claims arise against TÜV CYPRUS from a Manufacturer/Authorized Representative's competitor for a fact that the Manufacturer/Authorized Representative is responsible for, then the Manufacturer/Authorized Representative is obliged to undertake the responsibility to repair the damage suffered by TÜV CYPRUS due to any third party's claim.

#### **§15. Validity of the cooperation**

This cooperation between the Manufacturer/Authorized Representative and the TÜV CYPRUS is valid after the acceptance of the offer/quotation by the Manufacturer/Authorized Representative and is valid:

- For three (3) years under yearly surveillance for Quality Assurance
- Till the issue of the EU type examination certificate or conformity certificate.

In case of cooperation termination, the Manufacturer/Authorized Representative shall immediately abstain from the use of the certificate number and the logo of TÜV CYPRUS,

In case of cooperation termination, TÜV CYPRUS will be paid the fees corresponding to the actual work performed.

#### **§16. Payment of the TÜV CYPRUS**

The payment of TÜV CYPRUS is specified in the offer/quotation of TÜV CYPRUS or offer/quotation of TÜV Nord Group Companies which is accepted by the Manufacturer/Authorized Representative and it is part of the CONTRACT as ANNEX I.

TÜV CYPRUS has a special claim, other than the payment, for expenses that might come up, unless they are calculated on the total payment. TÜV CYPRUS is obliged to issue, update and grant the certificate and the marking only if everything that is inspected and certified complies, in its sole discretion, with the relevant standards that are valid according to case. The payment (in whole or in part),

for the services provided and the expenses shall be paid regardless of the certificate issue and the CE marking grant, even if it was not possible to complete the inspection and certification, for reasons not related to TÜV CYPRUS, but whether they are related to the Manufacturer/Authorized Representative or reasons of force majeure or incidents related to the Manufacturer/Authorized Representative.

The payment is agreed by both parts as reasonable and fair.

#### **§17. Partial invalidity, written form, jurisdiction**

The CONTRACT fully and always reflect the total of the agreement of the parties, together with its annexes and any written amendments and constitutes a unified and inseparable whole, prevails and cancels all previous correspondence, communication, agreement or understanding between the interested parts. No ancillary agreements to this agreement have been concluded. Changes and additions must be formulated in a written form in order for them to be legally valid and dominant. The same applies for the resignation from the written form binding.

Should one or more of the provisions of this agreement become ineffective, the parties to the cooperation shall proceed, through a proper regulation, to replace the former provision with a new one, which will approach as possible the expected legal and financial result. If a valid replacement of the possible ineffective clause is not possible, the other terms of this agreement are normally executed, unless the invalid term is so substantial and important that it can be reasonably assumed that the interested parts could not develop or continue the cooperation without it.

The legal venue for all disputes arising from this agreement shall be the courts of TÜV CYPRUS head office. In each case the Cypriot law is applicable.

The execution of this agreement cannot be assigned in whole or in part to third parties. However TÜV CYPRUS has the right to choose in its sole discretion the persons that will conduct the inspections and certifications and to employ them in any way and relation considers appropriate, depending on the case. The testing is assigned to a testing laboratory that TÜV CYPRUS is cooperating with and has been assessed as suitable.

#### **§18. Objections & Complaints**



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AND FOR THE RIGHT TO USE THE CE MARKING AND THE CERTIFICATION LOGO OF TÜV CYPRUS**

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In case that the Manufacturer/Authorized Representative expresses in written form objections for the decisions or the services of TÜV CYPRUS and the individuals who represent it, the objection is forwarded to TÜV CYPRUS Control Committee for the Reliability of provided Certification Services of Products - Systems, which is composed of representatives of bodies and is independent of TÜV CYPRUS' activities. TÜV CYPRUS Control Committee for the Reliability of provided Certification Services of Products – Systems will decide for the necessary actions to investigate the objection in order to determine where it is correct or not.

If the objection of the Manufacturer/Authorized Representative is found justified, measures shall be taken for:

- The settlement-solution of the problem
- Recurrence prevention
- Evaluation of the results of the corrective actions taken

In case that it is considered necessary to repeat the visit/inspection, in the facilities of the Manufacturer/Authorized Representative, this will be done by a team of experienced inspectors who were not related to the previous inspection for which the complaints were expressed. The inspection report of the second inspection team is considered to be the final decision of TÜV CYPRUS and is mandatory for both parts.

In case that the objection is not justified, there is a letter sent to the Manufacturer/Authorized Representative including all the necessary explanations.

TÜV CYPRUS and the Manufacturer/Authorized Representative, after having taken into consideration all the terms of this CONTRACT, have agreed with all the above.

In addition, the Manufacturer/Authorized Representative has the right to file a complaint for the product or service of TÜV CYPRUS. All complaints are received in writing and mention the name of the Manufacturer/Authorized Representative. TÜV CYPRUS investigates all complaints, takes relevant actions (if required) and informs the Manufacturer/Authorized Representative of the outcome.

**ANNEX I: OFFER/QUOTATION No.....**

**ANNEX II: GENERAL TERMS AND CONDITIONS OF TUV CYPRUS  
(WEBPAGE)**

**SIGNATURES****For TÜV CYPRUS**

D. Demosthenous  
(Name)

**Stamp**

Date:

**For the Manufacturer/Authorized Representative**

Signature

(Name)

**Manufacturer/Authorized Representative's stamp**

Date: