



ATEX 2014/34/EU – PRODUCT CERTIFICATION OFFER AND CONTRACT GENERAL REQUIREMENT

This form is a continuation ATEX 2014/34/EU-Product Certification Offer and Contract. When the **FR.11-EN-ATEX 2014/34/EU-Product Certification Offer and Contract** was signed, this form was accepted by the contracting parties. In case of changes to the published documents, this change will be published at www.scaatex.com .

1. GENERAL CONDITIONS

- 1.1.** Requests for changes in the technical and administrative conditions of the contract shall be notified in written to the parties within 15 working days at the latest.
- 1.2.** If the contractual changes are not accepted by any of the parties; the parties arrange or cancel the contract.
- 1.3.** This contract is putting in order and signed with 1 original and 1 copy. Original contract shall remain in SCA and copied contract shall be given to client. The legal validity of the contracts signed electronically is accepted by both parties.
- 1.4.** This contract conditions are applicable for services that are in scope of SCA's certification and conformity assessment, audit, tests (when necessary) .
- 1.5.** These contract terms between SCA and the client; starting from the date of acceptance of the certification application),
 - ATEX 2014/34 / EU-Module B (Annex III) in the EU Type Examination Certification module; The certificate of conformity given by SCA is valid as long as the manufacturer produces the products specified in the contract.
 - ATEX/2014/34/EU – Module D(Annex IV): Conformity to Type Based on Quality Assurance of the Production Process
 - ATEX/2014/34/EU – Module D(Annex VI): Conformity to Type Based on Internal Production Control Plus Supervised Product Testing
 - ATEX/2014/34/EU – Module E(Annex VII): Conformity to Type Based on Product Quality AssuranceAfter the date of issuance of the document to the client in the modules, the certificate is valid for 3 years if the continuity of the current situation is ensured in the interim inspections.
 - ATEX/2014/34/EU – Article 13.1.b)(ii) - MODULE A (ANNEX VIII): Internal Production Control
 - ATEX/2014/34/EU – MODULE G (ANNEX IX): Conformity Based on Unit Verificationmodules, the certificate is valid for 10 years from the date of issue.
- 1.6.** For each of the parties during the continuation of this contract;
 - If the client does not fulfill the payments related to application, offer, audit and certification processes although notified in written to him/her.
 - The certification requirements in accordance with the 2014/34/EU Directive(ATEX) have not been fully defined or the obligations of the SCA have been partially removed.
 - Upon termination of the certification, in case of non-continuation of the production of the certified product, the contract may be terminated by the parties(without declaring the date of termination)
- 1.7.** Except for the exercise of the costs incurred, all the controversies referred to in this contract shall be resorted to by lawful means if not in a well-intentioned manner.



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1.8. This contract stands according to Turkish Laws and client shall apply Court of Justice of the Republic of TURKEY in İZMİR in any disagreement.

2. LIABILITIES

2.1. Liabilities of SCA

- 2.1.1. SCA is responsible for foreseen liabilities that are related clause of ATEX 2014/34/EU directive and TS EN ISO/IEC 17065 standard while SCA is conducting conformity assessment to product's technical conditions.
- 2.1.2. ATEX 2014/34/EU-D,E and C1 modules are obliged to comply with the obligations stipulated in the standard EN 80079-34.
- 2.1.3. The changes to the SCA certification rules (ATEX regulation / legislative change, revision, etc.) will be published on www.scaatex.com .
- 2.1.4. After this contract is terminated or dissolved, all documents shall be kept for 10 (ten) years by both parties.
- 2.1.5. The absolute confidentiality of the information (test results, nonconformities,inspection reports) taken directly or from external sources and related to the client is maintained.
- 2.1.6. SCA shall inform manufacturer or client for giving its confidential information, when necessary, As stated in Article 32 of the Regulation on ATEX 2014/34 / EU SCA may share the client's information without the client's consent with the Ministry of Industry and Technology. However, SCA will not share the client's information with other people or organizations except Ministry in accordance with confidentiality rules.The SCA will receive the client's consent before sharing confidential information about the client.
- 2.1.7. The SCA accepts all objections and complaints and ensures that they are examined in accordance with the relevant legislation provisions.
- 2.1.8. ATEX 2014/34/EU-Module B(Annex III) and Module G(Annex IX) after the completion of technical file and related tests in the documentation processes and the positive result of the SCA's review decision, the SCA will deliver the issued document/certificate to the client within 15 days.

During the certification processes of module ATEX 2014/34/EU-Module C1(Annex VI) ,Module D(Annex IV) and Module E(Annex VII), SCA shall provide, until 1 month after the expiry of the delivery of all the documentation of the facility, the conformity assesment process and submits the relevant document to the client.

ATEX 2014/34/EU- Article 13.1.b(ii)-Module A(Annex VIII) is responsible for providing the document to the SCA service provider within 3 days after the submission of the technical file to the SCA in the file delivery certification.

SCA uploads the document / certificate to the ministry's web base (ONTEK system) before delivering it.

- 2.1.9. When the certification service is completed, the SCA will be able to add the client's logo at www.scaatex.com .
- 2.1.10. ATEX 2014/34 / EU - Module B (Annex III) and Module G (Annex IX) certifications; if the documents are insufficient and unsuitable or if the test results and conformity assessment are negative, SCA informs the client and the SCA will not refund to client.

ATEX 2014/34 / EU - Module C1 (Annex VI), Module D (Annex IV) and Module E (Annex VII) certifications; In case there is no return to SCA from the client for the non-conformances within the specified period, the contract is canceled. The fee charged for inspection is not refundable.

ATEX 2014/34 / EU – Article 13.1.b(ii)-In Module A certification; no refund is made, provided that the contract is not delivered technically after the signature of the contract.



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- 2.1.11.** SCA, when necessary, will execute tests or use subcontractor to execute tests to the equipment at ATEX 2014/34 / EU - Module B (Annex III) and Module G (Annex IX) certification processes.
- 2.1.12.** This contract stands according to Turkish Laws and client shall apply Court of Justice of the Republic of TURKEY in İZMİR in any disagreement.

3. INSPECTION AND CERTIFICATION SERVICES AND SERVICE DETAILS:

- 3.1. Inspection/Certification Duration;** 5.2.3 and 5.2.4 documents are determined according to the delivery of the documents to the SCA.
- 3.2. Subcontractor's Laboratory and Inspection / Test Activities by SCA;** The mentioned experimental activities are stated in the Annex-1 *LST.07-EN- In Case Of Any Change In The Subcontractor Laboratory*, the client will be informed.
- 3.3. Place of Inspection;** The processes for the tests to be performed in the certification module are carried out at the subcontractor laboratories and SCA's workplace/laboratory.
- 3.4. Service's planned start and termination dates:** Certificate will be held in 3 (three) months at most after completion of inspection/tests.
- 3.5. Service's regular examination activities;** SCA would examine that client behaves according to conditions of certifications at certification stage or at the end of the certification.
- 3.6. Rules of Receiving a Sample;** Sample (prototype) number will determined after the completion of technical file and samples will be sent by manufacturer.

4. THE SUSPENDING OF THE DOCUMENT, WITHDRAWAL AND CANCELLATION

- 4.1.** In the event that the client accepts the intermediate controls to be made by the SCA without showing any reason, the SCA is entitled to cancel/suspension/withdraw the document.
- 4.2.** The certificate of conformity issued by the SCA is valid during the term of the contract. If the SCA cancels / suspends / withdraws the document or if the client applies for cancellation / withdrawal before the expiry of the document, the cancellation of the document / certificate will take place before this contract expires.
- 4.3.** The client shall be informed by the SCA with *FR.22-EN Annex IX Unit Verification Report* and *FR.16-EN Type Design Examination Report* by the SCA about period of elimination of non-conformities and the non-conformities identified during the technical file and product inspection process within the scope of Module B and Module G. The client will submit to the SCA the actions taken to eliminate the nonconformities within 3 months of the audit date. This period can be extended by 1 month if the client provides a justified and valid reason.
- 4.4.** The client shall be informed with *FR.19-EN-Quality Assessment Report* by the SCA about period of elimination of non-conformities and the non-conformities identified during the technical file and product inspection process within the scope of Module D and Module E. The Client shall submit to the SCA the actions taken to eliminate the nonconformities within 3 months of the audit date. This period can be extended by 1 month if the client provides a justified and valid reason.
- 4.5.** In case the nonconformities are not resolved within the period given to the client (3 months), if the process is at the first certification stage; certification process will be terminated by SCA and the contract will be terminated. In case the first certification completed and the nonconformities in interim surveillance audits are not resolved within the period given to the client; the document will be suspended by the SCA for a period of 6 months. If the nonconformities are not resolved within this period, the certificate will be canceled.



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- 4.6. It is determined by the SCA that the Certificate of Conformity or the SCA Logo does not ensure the conditions of use; that the client does not ensure the requirements for the effectiveness of the quality assurance system, or that these requirements are not ensure continuously by the client; in case it is determined that the client has not taken remedial measures in accordance with the conditions of the issuance of the document; SCA has the right to withdraw, cancel, suspend and narrow the scope of the document it has given to the client
- 4.7. Client; In case of doubt about the certification activity, will inform the SCA first and settle the agreement ways. If the agreement cannot be reached, appropriate measures will be taken by the SCA and the certificate will be withdrawn / canceled if deemed necessary.
- 4.8. In case SCA cancels, suspends or withdraws the client's certificate, the client is obliged to terminate all kinds of advertising, promotion, etc. activities related to certification, to return the documents and related documents requested and to take necessary measures.

5. USE OF SCA LOGO

- 5.1. Conformity assessment documents that are given by SCA shall not be used for damaging SCA's reputation or offenses against public safety.
- 5.2. In the certification process, the client will have read and accepted **PR.06 Certificate/ Trademark and Logo Usage Procedure** published at www.scaatex.com before the certificate is delivered. The client must sign the **FR.14-EN Document and Logo Usage Agreement** before the certificate is delivered. The client will fulfill the requirements for the approval of the SCA's conformity assessment, the use of the document and the SCA Logo.
- 5.3. After the expiry of this agreement and document validity period, the client will no longer use the document and remove the SCA logo from the application.
- 5.4. Client has undertaken the obligation to not abuse SCA's logo and not to be disclosed the gathered information about certification process.