



Applicant's informative form

Terms and Conditions for conformity assessment and Certification services.

Form 301-E

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1. Terms

The Terms:

- 1.1. 'HEEQAC SA', 'ELKEPHY AEVE', and any other brand owned and used by the HEEQAC SA for certification means (registered in Greece, No.94253598), whose registered office is at Kefallinias 103, 11251, Athens, Greece.
- 1.2. 'Supplier' means the client, person, company, firm or other body legal or physical that is responsible for the product, Installation process, system, service or personnel Certified.
- 1.3. 'Agreement' means the contract for the provision of the Listing and Certification Services (normally consisting of a proposal and/or scheme document, these Terms (Form 301), "Use of the Certification Mark(s)" "Complaints Procedure" and a Fee sheet), as amended, modified or supplemented from time to time in accordance with these Terms.
- 1.4. 'User' means the person, firm, company or other body that uses the product, process, system, service or personnel being Certified.
- 1.5. 'Conformity assessment means assessment, certification and inspection including approval, registration, initial or annual listing or recognition of products, installation processes, systems, services or personnel and 'Conformity assessment Services' and Testing, 'Certified' and "Inspected" shall be construed accordingly.
- 1.6. The headings in these Terms are for convenience only and shall not affect their interpretation.
- 1.7. Reference to any statute or statutory provision includes a reference to the statute or statutory provisions as from time to time amended, extended or re-enacted.
- 1.8. The revision status of these terms and conditions is stated at the bottom of each page. This revision supersedes all previous revisions, and upon issue to Suppliers is deemed to be the prevailing Terms for all new and existing Agreements. Continued participation in the Agreement is deemed to be acceptance of these Terms.

2. General

For conformity assessment services in HEEQAC the customer should proceed as follows:

to fill in and apply for assessment using the "Form 300".

to make a down payment of a part of the assessment services' cost or to pay down the total cost, according to the directions of Form 300 (the VAT is always settled at the end of the assessments when the invoice is issued) to the account mentioned in the same Form:

(the number of the corresponding form 300 must be referred in transaction reason e.g. F300-XXX)

to send the assessment item(s) accompanied by a delivery note to:

Heeqac S.A.

Hellenic Electronics Equipment Quality Assurance Center S.A.

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103 Kefallinias Str. – 112 51 Athens - Greece

VAT no.: **EL094253598** – Tax service: FAE Athens

To proceed further according to the instruction given at the present form (or as mentioned to additional provided forms depending on the case).

3. Additional information:

- 3.1. If the customer wants an offer, then he should request it in written. Providing the necessary information for the assessment item, the customer receives also in written the relevant answer within three (3) working days.
- 3.2. The assessment period can be secured by the down payment mentioned above.
- 3.3. The assessment item and/or documents should be sent to Heeqac with the customer's care and expenses. In some cases, it is possible after an agreement the assessment item to be assessed at customer's premises.
- 3.4. The customer must also take care to send the assessment item accompanied with its documentation, certificates, technical manuals, distributive fittings, diagrams and package, if any.

4. Product's conformity assessment procedures.

4.1. Product assessment in a definitely time frame.

In this case, a 50% down payment of the assessments' cost is required. The released report contains and any non-conformities found with respect to the standard's requirements. The customer is informed about the assessment results only by the assessment report, which is available to him after the settlement of the invoice. Rarely due to unexpected situations is the time schedule for the assessment completion possible to be extended up to ten (10) working days. In such a case the customer is informed in time.

4.2. Product's re-assessment.

After the completion of the assessment mentioned above, a **re-assessment** of the product may be required in order to ascertain that the non-conformities found have been withdrawn after customer's (or manufacturer's) corrective actions. The Applicant pays the re-assessment's cost in advance at a fraction of the initial assessment cost, which is depending on the amount of the required assessments. If during the re-assessment a new non-conformity is found again, then the client is informed in order to proceed with the appropriate additional corrective action after which the assessments will go on again and so on till their completion with no conformities at all.

The re-assessment is considered to come to an end and the corresponding assessment report is issued when either:

- 4.2.1. all the non-conformities concerning the assessment item have been withdraw, or:
- 4.2.2. when the Applicant has not responded or he is not able to withdraw any non-conformity found during the re-assessment within three (3) months from HEEQAC'S first notice to do so.

4.3. Fact finding assessments.

- 4.4. When a manufacturer is interested in accomplishing particular assessments in order to ascertain specific "quality characteristics" of a product, then at his instructions to HEEQAC through the application form 300 he asks for "**fact finding**" assessments. After their completion the relevant information for the case is provided in written by a letter or fax. The exploratory assessments' cost will be paid in advanced.

4.5. Product assessment hang up for the customer to proceed to rectify non-conformity found. In

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this case, the customer applies for such an assessment using the form 300-E. Then he has to proceed to pay in advance the total cost of the assessment. HEEQAC will inform applicant during assessment for any non-conformity found. Applicant has at his disposal a period of three months to rectify such a non-conformity. If he fails to do so, the assessment is completed without any further interruption and the documentation issued at the end shall include any non-conformity noticed.

5. Responsibilities of the Supplier

5.1. Common to all Schemes

5.2. The Supplier shall at his own expense supply HEEQAC SA personnel with copies of all documents, materials, information and data necessary to perform the Conformity Assessment Services translated into English if necessary. The Supplier shall ensure the accuracy of all this material and insure against its accidental loss or damage. The Supplier shall at his own expense retain duplicate copies of all this material. HEEQAC SA shall have no liability for any such loss or damage, however caused, including due to negligence.

5.3. The Supplier shall manufacture the product or provide the process, system, service or personnel as Certified by HEEQAC SA and no changes which may affect the quality or performance of the product, installation, process, system, service or personnel shall be made unless notice of the proposed change has been given and written authorisation obtained from HEEQAC SA.

5.4. Should the Supplier become aware of any shortfall in the performance of the product, installation, process, system, service or personnel, howsoever caused, the Supplier shall inform HEEQAC SA immediately and shall take all steps that HEEQAC SA shall reasonably require to rectify such shortfall as soon as reasonably practicable.

5.5. Where required by the Agreement the Supplier shall permit periodic audits and provide access to the facilities identified on certificates issued by HEEQAC SA for the maintenance of Certification.

5.6. Where required by the Agreement audits shall also be undertaken at service and/or installation locations identified by the Supplier.

5.7. The Supplier shall ensure that HEEQAC SA assessors are accompanied at all times by a representative of their Company. The Supplier's representative shall operate any equipment or machinery including computer terminals to access information.

5.8. The Supplier shall maintain a record of complaints, failures and remedial actions taken.

5.9. The Supplier shall notify HEEQAC SA of any changes to its contact details or legal entity within 7 days of the change.

5.10. The Supplier may only use the HEEQAC SA Marks and Notified Body number and/or claim Certification for the manufacture of product(s) or installation (s) or for the provision of process(es), system(s), service(s) or personnel identified on valid certificates issued by HEEQAC SA.

5.11. Those Suppliers who only have Conformity assessment against the requirements of a European Directive for CE may not use the HEEQAC Mark or any of the other Marks or Brands belonging to the HEEQAC SA.

5.12. If the product(s), installation (s), process(es), system(s), service or personnel cease to be certified and or listed by HEEQAC SA, then the Supplier shall cease using and will remove or obliterate any mark and notified body number from the product, service or promotional material.

6. For Product(s), Installation (s) Process(es) and System(s) Certification Schemes

6.1. Unless otherwise required in the Agreement the Supplier shall:

6.1.1. provide the User with adequate instruction for the proper siting, installation,

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maintenance, and operation and, where required by law, disposal of the product(s) or system(s);

6.1.2. provide HEEQAC SA with samples, or access to samples, of Certified product(s) or system(s) which are representative of current production methods for re-examination or re-assessment;

6.1.3. provide adequate facilities for repair of the product(s), process(es) or system(s) and/or supply replacement parts.

6.1.4. provide services to ensure proper installation, inspection or maintenance for product(s), process(es) or system(s) of such nature that it would not be reasonable to expect the average user to be able to provide such installation, inspection or maintenance;

6.1.5. keep adequate records to allow a product, process or system recall to be effected;

6.2. The Supplier shall not supply any product(s), process(es) or system(s) which do not conform to the requirements set out in the Agreement.

7. Rights and responsibilities of HEEQAC SA

7.1. HEEQAC SA will only grant Conformity assessment when the Supplier has demonstrated compliance with all requirements. HEEQAC SA may at any time make changes to the Conformity assessment requirements which are necessary to comply with any applicable safety or other statutory requirements, or which are necessary to comply with the relevant standards or which are necessary to meet the requirements of the relevant accreditation authority and the Supplier shall comply with such changes as soon as reasonably practicable after notification of such changes.

7.2. HEEQAC SA shall list all currently Conformity assessed product(s), installations, process(es), system(s), service or personnel in appropriate directories and make these available to interested parties.

7.3. HEEQAC SA reserves the right in its sole judgement to change or revise its standards, criteria, methods or procedures, however reasonable notice will be given to the Supplier such that continued conformance with HEEQAC SA's requirements is practicable.

7.4. HEEQAC SA, its employees and agents agree to maintain as confidential and not to use or disclose to any third party any information derived from the Supplier in connection with the Conformity assessment Services without the consent of the Supplier except where it is necessary to enable HEEQAC SA to perform its services.

The following shall not be subject to such restrictions:

7.4.1. Information which was already in the possession of HEEQAC SA prior to its disclosure by the Supplier or which subsequently comes into its possession free from any obligation of confidentiality; or

7.4.2. Information which has been independently developed by HEEQAC SA; or

7.4.3. Information which is or shall lawfully become part of the public domain; or

7.4.4. Information which is necessary to enable HEEQAC SA to achieve or maintain approval and/ or accreditation.

8. Warranties and liabilities

8.1. HEEQAC SA warrants to the Supplier that the Conformity assessment Services will be undertaken using reasonable care and skill.

8.2. HEEQAC SA shall have no liability to the Supplier for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Supplier which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault of the Supplier.

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8.3. Except in respect of death or personal injury caused by HEEQAC SA's negligence, or as expressly provided in these Terms, HEEQAC SA shall not be liable to the Supplier by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of HEEQAC SA, its servants or agents or otherwise) which arise out of or in connection with the provision of the Conformity assessment Services or their use by the Supplier and the entire liability of HEEQAC SA under or in connection with the Agreement shall not exceed the amount which has actually been paid by the Supplier to HEEQAC SA for the provision of the Certification Services.

8.4. Except in respect of death or personal injury, the Supplier will look only to HEEQAC SA (and not to any individual engaged by HEEQAC SA, including any directors of HEEQAC SA) for redress if the Supplier considers that there has been any Breach of this Agreement. The Supplier agrees not to pursue any claims in contract, tort (including negligence) or for Breach of statutory duty against any individuals working for and on behalf of HEEQAC SA in carrying out its obligation under the Agreement at any time, whether named expressly in the Agreement or not.

8.5. HEEQAC SA shall use reasonable endeavours to meet the timescales set out in the Agreement and shall not be liable for any losses arising from any delay.

8.6. Conformity assessment does not imply or express any warranty of any kind with respect to the Supplier's product or service, and HEEQAC SA assumes no responsibility for defects, failure in service or infringement of patents, trademarks or brands.

8.7. The Supplier agrees to indemnify HEEQAC SA against any losses suffered by or claims made against HEEQAC SA as a result of any Breach by the Supplier of the Agreement including, but not limited to, misuse by the Supplier of any Conformity assessment granted by HEEQAC SA under this Agreement.

9. Suspension and Termination

9.1. At the date of suspension or termination of this Agreement for whatever reason any Conformity assessment granted under this Agreement shall immediately cease to be valid.

9.2. Either party may terminate this Agreement by giving 90 days notice in writing to the other.

9.3. HEEQAC SA may immediately suspend any Conformity assessment granted or terminate the Agreement due to unsatisfactory performance, unsatisfactory results in meeting requirements of re-examination, unsatisfactory quality system or non-conformance with any part of this Agreement.

9.4. Either party may terminate the Agreement forthwith by notice in writing to the other if the other:

9.4.1. commits a breach of the Agreement which, in the case of a Breach capable of remedy, shall not have been remedied within 14 days of the receipt by the other of a notice from the innocent party identifying the Breach and requiring its remedy;

9.4.2. is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under the Contract) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts.

9.5. Once the Agreement has been accepted, the Supplier will be liable for costs incurred and committed until the date of termination.

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9.6. Suspension or termination of the Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Agreement as at the date of suspension or termination and, in particular, but without limitation, the right to recover damages against the other. The provisions of sub-clauses 5.10, 7.4, 8.2, 8.3, 8.4, 8.6, 8.7 and 15 shall remain any termination.

10. Assignment

Certificates remain the property of HEEQAC SA. Neither party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit of the Agreement, without the prior written consent of the other. The burden under this Agreement shall only be transferred under a novation agreement.

11. Entire agreement

The Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of the Agreement. Neither party shall be entitled to rely on any understanding or arrangement, which is not expressly set forth in the Agreement.

12. Waiver

No failure or delay on the part of either party hereto to exercise any right or remedy under the Agreement shall be construed as or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy, as the case may be. The rights and remedies provided in these Terms are cumulative and are not exclusive of any rights or remedies provided by law.

13. Notices

A notice to be given hereunder shall be in writing and may be delivered personally or by sending it by pre-paid first class post or facsimile to the intended recipient's address given herein or to any other address supplied with reference to and in accordance with this clause to the other party hereto at their address for the purposes of service under the Agreement. A notice delivered personally shall be deemed to have been served on delivery. A notice sent by post (electronic or physical) shall be deemed to have been served at an address within Greece at the expiry of 48 hours from the date of posting and at an address outside the Greece at the expiry of 72 hours from the date of posting. Where any notice is given by facsimile service of the same shall be deemed to be effected upon receipt of the normal confirmation of receipt.

14. Severability

If any provision of the Agreement is held to be invalid or unenforceable such provision shall be deemed to be severed from the Agreement and the remaining provisions shall remain in force.

15. Governing law

This Agreement shall be governed by and construed in accordance with Greek Law and the parties hereby submit to the exclusive jurisdiction of the Greek courts.

16. Additional information

16.1. If a change/revision/correction of the applicable standard(s) takes place during the period between the completion of the initial assessment and the beginning of the re-assessment, then there is a need for evaluating the extension of the re-assessment informing the customer accordingly.

16.2. If a change/revision/correction of the used standard(s) takes place during the assessments, HEEQAC will take under consideration this for the undergoing assessment.

16.3. During the assessments the customer must provide HEEQAC within three (3) days from the moment he is asked to any supplementary information or accessory or additional samples of the assessment item. If the customer is not able to provide the above in time then this may affect accordingly the assessment period.

16.4. Every customer who is interested into visit HEEQAC's premises or to attend assessment performed for him, must contact the quality assurance manager taking under consideration

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that there are some limitations. The above are ruled by procedures that ensure safety and confidence as they are foreseen by the national accreditation council and the relevant standards concerning HEEQAC's accreditation.

- 16.5. The customer must have in mind that HEEQAC has no responsibility for spoilages or damages on assessment items that are caused during the assessments. As long as the customer does not want disastrous assessments on his assessment items then he must declare it in the application form "form 300-E" (as it is understood in this case some assessments will not be performed, i.e. abnormal assessments).
- 16.6. Any required consumable or constructives for the assessing are provided by the customer or the customer's expenses cover them.
- 16.7. HEEQAC for technical or other reasons may use a subcontractor. In such a case the customer is informed in time.
- 16.8. For any comment, remark or complain the customer is kindly requested to inform HEEQAC's Q.A.M. at the Phone +302108670588, fax +302108647510 & e-mail: info@heeqac.gr. After the assessments' completion the customer also receives & a special form (form 204) together with the assessment report & he is kindly asked to fill in this form by making remarks on HEEQAC's quality system & send it back to HEEQAC by any of the above mentioned means. To every comment, remark or complaint the customer is informed within three (3) days about the action taken by HEEQAC.
- 16.9. Concerning the assessment items that remain to HEEQAC for more than fifteen (15) days after the issue of the assessment report the customer is obligated to pay storage expenses depending from the volume as well as the weight of the assessment items. In such a case he is informed for the storage expenses in time.
- 16.10. HEEQAC is not responsible for assessment items that remain to its storage area more than one (1) year from their receipt date and the customer has not collected them.
- 16.11. HEEQAC Assessment items and their accessories that have no significant value & small volume is possible to be kept by HEEQAC for reasons of documentation after customer's consent.
- 16.12. HEEQAC's accreditation by the national accreditation council or any of the assessment reports or the issued certificates neither represent nor imply by any mean product's or service's approval by national accreditation council.
- 16.13. Additional information is provided at Heeqac's website www.heeqac.gr.
- 16.14. Part reproduction of HEEQAC's Assessment Reports, Certificates or Verifications is not allowed without **HEEQAC's** written approval. It is allowed only the whole reproduction of the above documents. **HEEQAC's Verifications, Certificates and any document thereof are not allowed to be used at advertising or technical leaflets and prospectus without the previous HEEQAC's approval.**

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