

1. Introduction

- 1.1. Intertek Semko AB is a European Union, EU, Notified Body and a global certification body. This means that the company operates its business in compliance with the relevant requirements stipulated in EN 45000 and ISO/IEC 17000 series. This also guarantees international recognition of Intertek Semko ABs expertise, objectivity and independence.
- 1.2. These terms and conditions govern the relationship between the manufacturer who applies for certification, hereinafter referred to as the "Certificate Holder", and Intertek Semko AB, hereinafter referred to as "Intertek", which issues certificates verifying product compliance with the safety requirements relevant to the product and applicable certification scheme within the EU and globally based on the application.
- 1.3. The Certificate Holder must ensure that a product that is certified by Intertek is provided with the certification mark as long as the certificate is valid, unless specified otherwise by the certificate. A product without certification mark is not directly covered by issued certificate. The test report and certificate may be used in the technical file to show compliance with the harmonized EN-standard and relevant EU-directive.
- 1.4. The issued certificate is only valid for the specific product and its configuration at the time of testing on which the certificate was based. Any changes made to a certified product must by the Certificate Holder be reported to and be accepted by Intertek Semko AB as this may invalidate the certificate.
- 1.5. For testing activities, terms and conditions for testing applies.

2. Confidentiality

- 2.1. Intertek agrees to treat all information which the company receives from the Certificate Holder in association with the performance of certification and inspection in strict confidence. Only the Certificate Holder or his authorised agent has right of access to the documentation that forms the basis for certification.
- 2.2. Intertek has the right to make exceptions from confidentiality in cases where the company is so obliged in accordance with Sweden's present constitution, and subject to decision by a Swedish court of law, Swedish authority or European authority whose decisions Sweden has agreed to comply with.

3. Validity of the certificate

- 3.1. The certificate is valid until the end of the 60th month from when it was issued (five years), or to the stipulated DoC (date of cessation of presumption of conformity with LVD) in case the DoC occurs less than 60 months after the issue date. The validity of the certificate is determined by compliance with the following provisions.
 - (a) The Certificate Holder pays the first invoiced annual license fee on the due date at the latest.
 - (b) The Certificate Holder issues payment for testing/certification on the due date at the latest.
 - (c) If these provisions are not complied with within a specified period, the certificate is invalid and the fact that a certificate has been issued is no longer relevant. Section 4 states that the certificate may prematurely cease to be valid under certain circumstances.

4. Premature cessation of validity of the certificate

- 4.1. Intertek has the right to recall a certificate with immediate effect in the following instances:
 - (a) The Certificate Holder's system for production control does not comply with harmonised standards in accordance with CIG 021 or equivalent standards which have superseded this standard and/or Intertek's Production Control Specification which is in force at that time.
 - (b) The Certificate Holder does not issue payment for license fee or production control (factory inspection) fee on the due date at the latest.
 - (c) The Certificate Holder acts in some other way which contravenes this agreement.
 - (d) After the certificate has been issued, stricter requirements have been introduced as part of the standard which formed the basis for assessing the safety requirements which apply to the product, or such a standard has been superseded by a new standard.
 - (e) The annual production control (factory inspection) cannot be performed.
- 4.2. In case d), i.e. if the standard in question has been amended or superseded, Intertek is obliged to inform the Certificate Holder of the changes that may need to be made so that the period of validity of the certificate is not affected and of any interim provisions in the amended/new standard.
- 4.3. The Certificate Holder may give notification of premature termination of this agreement providing that the manufacture or import of the certified product has ceased. Such notification may be given no earlier than two (2) years after the certificate is issued and shall be made in writing to Intertek.
- 4.4. The agreement ceases to be valid on the day that notification is received by Intertek but no earlier than two (2) years after the certificate was issued. The Certificate Holder is obliged to pay all license fees that are due for payment before the termination of the agreement and the costs of inspection to the company who carried out the factory inspection or other comparable inspection on behalf of Intertek if the inspection took place before the termination of the agreement. Intertek is obliged to confirm cessation to the Certificate Holder as soon as possible. Once the certificate ceases to be valid, it is the responsibility of the Certificate Holder, or his agent, to ensure that the original Certificate is returned to Intertek and that Certification marking of the product discontinues.

5. Assignment of a certificate

- The Certificate Holder has the right to assign the certificate under the following conditions:
- (a) The proposed new Certificate Holder applies for a new certificate to be issued in his own name, giving his name, address and other necessary details,
 - (b) The current Certificate Holder agrees to the transfer and
 - (c) The Certificate Holder's permission is valid, i.e. it has not been recalled, when the application for transfer is submitted.

6. The S mark, the name Intertek Semko AB, and other certification marks/symbols owned by Intertek

- 6.1. When marketing a certified product, the Certificate Holder has the right to use Intertek marks, symbols and names in the specified manner:

- (a) The certification mark may be used on products, packaging or other in marketing methods to show conformance with standard.
- (b) The Certificate Holder is entitled to print the Intertek name on products or packaging, but only in the phrase "Tested and certified by Intertek" or equivalent phrasing in another language.
- 6.2. The Certificate Holder is also only entitled to use the certification mark, the Intertek name or other Intertek symbols in agreement with Intertek.
- 6.3. Any right which may arise as a result of promotion of the symbol which is owned and/or used by Intertek will be held by Intertek, irrespective of whether the promotion resulted from the use of the said symbol by the Certificate Holder.
- 6.4. Irrespective of whether the use of the symbol is permitted in accordance with the provisions set out above, Intertek may take action against the use of the said symbol by the Certificate Holder if the use is to the detriment of the profile, reputation and goodwill of the symbol. The Certificate Holder is not permitted to register the certification mark, the Intertek symbol or any other symbols owned by Intertek.
- 6.5. The S mark, the name Intertek and other marks, symbols and names owned by Intertek are protected within European Member States and in other countries. Intertek Semko AB Torshamnsgatan 43, Box 1103, SE-164 22 Kista, Sweden Telephone +46 8 750 00 00, Fax +46 8 750 60 30, www.intertek.se Registered in Sweden: No SE556024059901, Registered office: As address General Terms and Conditions – Certification of products 2013-03-21 2(2)

7. Quality assessments

- 7.1. To safeguard the value of the certificate, Intertek maintains the right during the period of validity of the certificate to carry out production and market inspections for the purpose of checking that the products that are available on the market, and which have been certified by Intertek, are consistent with the product as certified.
- 7.2. For this purpose, the Certificate Holder agrees to provide Intertek, at no cost to and upon request from Intertek, samples of the product that were certified by Intertek from manufacturers, importers, wholesalers, distributors or other enterprises which make the product available on the market, and to permit Intertek or Intertek's representative access to the production unit in order to perform an inspection.
- 7.3. The Certificate Holder agrees to ensure that the production process incorporates a production control system, through inspection and testing, for the purpose of ensuring that manufactured products are consistent with the product as certified.
- 7.4. If, after such confirmatory inspection, it is found that the product differs from the product as certified, the Certificate Holder is obliged to comply with the decisions made by Intertek.
- 7.5. In the event that Intertek has confirmed evidence that the Product in the marketplace has a significant non-conformity, Intertek will contact the Certificate Holder and act in support of remedial steps taken by the Certificate Holder to address the nonconformity, including, if necessary, public notification and/or a product recall undertaken by the Certificate Holder. In the event that the Certificate Holder does not take action to address a significant non-conformity related to the Product, Intertek reserves the right to contact appropriate government agencies, other parties in the supply chain and/or issue public notifications advising of the non-conformity.

8. Invoicing license fees and production control

- 8.1. A license fee will be charged for the certified product during the period of validity of the certificate. The license fee can be charged in advance covering the validity period of the certificate and charged in conjunction with issuing of the certificate, or, the first license fee is invoiced in conjunction with the issuing of the certificate and the amount is in proportion to the remaining months of the year of issue including the month of issue. The following annual license fees are invoiced annually in advance in January each new year and charged to the applicant's account. Intertek is not obliged to refund any prepaid license fees for premature cessation of validity of the certificate as are specified in Section 4.
- 8.2. The Certificate Holder is obliged to pay the fee/charge and/or other reimbursement for inspection of the manufacturer's production control (factory inspection) to the company that performed the inspection, irrespective of whether the inspection is carried out by Intertek or by Intertek's representative.
- 8.3. Invoices are due and payable to Intertek, at its offices, within thirty (30) calendar days after receipt of invoice, or shorter subject to credit control, and client agrees to pay reasonable collection costs, permitted by applicable law, if necessary in the event of non-payment.
- 8.4. Value added tax is charged in accordance with current legislation.

9. Agent and an agent's payment obligation

- If the Certificate Holder is represented by an agent, the Certificate Holder and the agent are jointly responsible to Intertek for ensuring that all costs incurred in association with certification inclusive of license fees and any additional fees are paid. If an agent ceases to act on behalf of a Certificate Holder, the agent or the Certificate Holder shall notify Intertek in writing of the circumstances without delay.

10. Limitation of liability

- 10.1. The Certificate Holder agrees to limit Intertek's liability arising from Intertek's professional activity, errors, or omissions, such that the total aggregate liability of Intertek shall not exceed Intertek's total fee for the services rendered on the project in question. Said limitation shall not apply in the case of a finding of gross negligence or willful misconduct on the part of Intertek by a court of competent jurisdiction.
- 10.2. Intertek shall not be liable to the Certificate Holder for any consequential damages incurred by Certificate Holder due to the fault of Intertek, regardless of the nature of this fault, whether it was committed by Intertek, its employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 10.3. If the Certificate Holder intends charging Intertek with responsibility for damage which the Certificate Holder claims to be suffered in connection with testing/certification, the Certificate Holder shall submit a written statement outlining the reasons for the claim. The claim for compensation must, in order to be valid, be made within a reasonable period from the time when the damage become apparent or should have become apparent to the Certificate Holder and at the latest within two (2) years after the certificate is issued.





INTERTEKS TERMS AND CONDITIONS – CERTIFICATION OF PRODUCTS

- 10.4. The Certificate Holder agrees not to make any claims against individuals and organizations Intertek retains for proper execution of the work. This liability limitation shall be deemed to include but is not necessarily limited to Intertek's officers and employees and their heirs and assigns, as well as Intertek's agents, subcontractors and their officers, employees, heirs and assigns.
 - 10.5. The Certificate Holder agrees to hold Intertek harmless and indemnify Intertek from any liability of whatever kind or nature, including but not limited to court costs and attorneys fees if information or samples provided by the Certificate Holder are inaccurate or incomplete.
 - 10.6. Intertek is not responsible for damage due to any act or omission which is a direct consequence of the decision by Swedish courts, Swedish regulatory authority or international authority whose decisions Sweden is bound to, or other circumstance not within Intertek's control.
 - 10.7. In the event that the Certificate Holder or his agent receives a claim from a third party related to certified products compliance to safety or construction requirements during the validity of the certificate, the Certificate Holder must give written notice to Intertek within 30 days of discovery of the facts alleged to justify such claim.
 - 10.8. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- 11. Governing law**
Proposals, quotes and any work performed pursuant to this agreement shall be governed by the laws of the jurisdiction within which the Intertek facility is located. **Dispute**
Any dispute arising from this agreement shall be settled by arbitration in accordance with the regulations for simplified arbitration issued by the Stockholm Chamber of Commerce Arbitration Institute. The Place of Arbitration shall take place in the Country within which the Intertek Facility making the proposal is located. The language to be used in the arbitral proceedings shall be in English or Swedish.
- 13. Date of coming into force**
This terms and conditions comes into force on the date that Intertek sends the certificate to the Certificate Holder.