

	<b>Joint-stock Company for Quality Testing</b> <b>Kvalitet Niš</b> Republic of Serbia, 18000 Niš, Boulevard Svetog cara Konstantina 82-86 tel: +381 18 550 766, +381 18 550 624 www.kvalitet.co.rs office@kvalitet.co.rs				(to be completed by Kvalitet Niš) <b>Dossier number:</b>  <b>Date:</b>	
<b>APPLICATION AND AGREEMENT FOR PRODUCT CONFORMITY          ASSESSMENT *</b>					<b>Z00FO00</b> (v 4.2/Z00PR04) 12.09.2023.	
<b>Applicant<sup>a)</sup>:</b>			<b>Legal entity to whom document of conformity will          be issued<sup>a)</sup>:</b> (if different from the applicant, i.e. if you are applying on behalf of someone else)			
a) Fill: Name, Address, City, Country, Contact person, Telephone No., e-mail, Website etc.						
<b>Product:</b> (Name, type/model, other data) <b>Note:</b> please fill in separately for each type of product)						
<b>Manufacturer:</b> (Name, Address, Country etc.)						
<b>Factory**:</b> (Name, Address, Country etc.)						
<b>Trade mark:</b> (if any)						
<b>Type of service and          document of          conformity<sup>(1)</sup>:</b>		EMC	Safety		IECEE CB scheme	Other
Testing		<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"/>
<b>Supplements<sup>(1)</sup></b>		<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 for use 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 (based on MLA)		
<b>Other data<sup>(2)</sup> and/or          information</b>						
<b>The Application form, signed by an applicant, and preliminary estimate/invoice issued by "Kvalitet" a.d. Niš          make an integral part of the Agreement for Product Conformity Assessment.</b>						
Place and date:		seal			Applicant – User of the service,  Signature: ..... Name, surname, position:	

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

(2) It is mandatory to specify the standard/technical regulation to which the conformity assessment is requested, as well as other data relevant for the conformity assessment, e.g. national differences for IECEE CB scheme, a need to test a sample on site (together with the reason for that) etc.

\* When submitting application, always use the application form available at the web site: [www.kvalitet.co.rs](http://www.kvalitet.co.rs)

\*\* Information about all factories that produce the type of product for which the application is submitted shall be provided. If the type of product is produced in just one factory, on the same address as manufacturer's head-office, this field should be left empty.

**AGREEMENT ON PRODUCT CONFORMITY ASSESSMENT****Concluded on (date) \_\_\_\_\_ 20\_\_\_\_ (year)**

1. This Agreement regulates the rights and obligations of the applicant/customer of the services (hereinafter referred to as: Client) and Joint Stock Company for Quality Testing Kvalitet a.d. Niš (hereinafter referred to as: Kvalitet) related to the product conformity assessment procedure.
2. By this Agreement, Kvalitet is obliged to perform the product conformity assessment professionally, impartially and objectively, in accordance with standards requested by the Client or selected by Kvalitet, in case the Client had not stated the standard in the application form, in accordance with the established and defined procedure.
3. The Client is obliged to accept testing methods if they are defined in the standards/technical specifications for the testing.  
If testing methods are not prescribed, Kvalitet is obliged to inform the Client about the testing method to be applied.  
Kvalitet is obliged to provide a statement of conformity with the standards(s)/technical specification(s) for the testing, in accordance with the decision rules applied (defined in the ILAC-G8:09/2019, clause 4.2.1), unless the Client explicitly states in the application that the statement of conformity shall not be provided.  
Client, may lodge a complaint regarding proposed testing method and/or decision rules in writing within 7 days, beginning from the day of delivering the information. If the Client does not lodge a complaint within this timeframe, The Client will be deemed as he has agreed to the proposed testing methods and decision rules.
4. The Client is obliged to allow evaluation and review of documents and records, access to, sites, areas, equipment, personnel, subcontractors, as well as the investigation of complaints or the participation of observers (if required by Kvalitet).
5. The Client agrees and accepts to pay to Kvalitet for the service rendered, in accordance with Kvalitet valid price list and within the time period specified in the preliminary estimate/invoice. The Client agrees and accepts to pay to Kvalitet for the service rendered regardless the required document has been issued to the Client or not, due to the fact that requirements for issuing of the document were not met by the Client. In the name of and for the Client, 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 services from this Agreement are paid before starting the product conformity assessment procedure.
6. During the realization of conformity assessment procedure, employees of Kvalitet, as well as other participants engaged (members of the Committees, subcontractors, other external personnel, etc.), are obliged to respect the provisions of the documents of Kvalitet on keeping business secrets, considering all information received or created in relation to the request as ownership and treating it as confidential (unless agreed with the Client to publish the information). Kvalitet will inform the Client in advance about the information related to the Client to be made publicly available by Kvalitet.
7. When required by law or contractual requirements to release confidential information, Kvalitet will notify the Client or individual concerned, unless prohibited by law.
8. Information about the Client who received by Kvalitet from other sources (complainant, authority) will be treated as confidential. The source of the information will not be disclosed to the Client, unless the source agrees.
9. In case the Client is dissatisfied by the service delivered, he may lodge a complaint or appeal to Kvalitet in writing within 15 days timeframe, beginning from the day the service delivery has been completed. Review and making a decision upon complaints and appeals is done in accordance with the Rulebook on appeals and complaints in Kvalitet.
10. Kvalitet is obliged to deliver the service within the timeframe no longer than 6 (six) months, beginning from the day of the submission of the application.  
Kvalitet agrees to deliver the service within the timeframe specified in Paragraph 1 of this Article if the Client, together with the application, delivers complete documentation and, if needed, sample(s), and if nonconformities related to sample(s) and/or documentation are not identified.
11. If the service includes testing of a sample(s) and if nonconformities are identified, Kvalitet is obliged to inform the Client in writing, within 7 (seven) days from the date of ascertaining the nonconformity. The Client is required to resolve the identified nonconformities within the period not exceeding 3 (three) months. Kvalitet will perform additional tests in order to verify that identified nonconformities have been resolved, for which it will charge the Client according to the valid price list.
12. Kvalitet does not take over the responsibility for damage on the testing samples, which may occur while performing the testing and certification procedures, in case that personnel of Kvalitet involved in these procedures acted according to the procedures, in accordance with Article 18 of ZOO (Law on Obligatory Relations). Kvalitet is obliged to keep sample(s) that were handed over to it and to take responsibility for their loss in case of theft or replacement.
13. The Client agrees that Kvalitet may change the name, product type and manufacturer or some other product information, if, for whatever reason, these facts were not properly stated in the application.
14. The Client is obliged to take over the tested sample(s), 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 Client does not take over or does not want to take over the tested sample(s) within the stated period, the Client will inform Kvalitet about this fact in writing. In any of the cases, Kvalitet is obliged to keep the sample(s) for 6 months, starting from the date when testing was completed. After expiration of this period, sample(s) will be considered to be movable property abandoned by the property owner/Client, in which case Kvalitet will obtain the ownership right over the sample(s), liable to Articles 32 and 46 provisions of the Law on Basics of the Property Relations.
15. Holder of the Document of Conformity (hereinafter referred to as: Document) shall continuously fulfill the certification requirements and shall use that Document and the Mark of Conformity in communication media (documents, brochures, leaflets, etc.) in accordance with the scope of certification and Guidelines for using the Document and the Mark of Conformity, which, together with the Document, is delivered by Kvalitet. Any other usage of the Document and the Marks of Conformity, which is not in compliance with specified Guidelines, will be considered as a misuse and could be a reason for the withdrawal of the Document.
16. The Mark of Conformity for the conforming product does not make the holder of the Document exempted from obligation that the product complies to the legal requirements of the country where the product is placed on the market.
17. The holder of the Document is required to ensure that all products which the holder marks with the Mark of Conformity, before being put into market, have been identical with the sample for which he was granted the Document, including implementing appropriate changes required by Kvalitet.
18. Kvalitet shall, by its decision, suspend or withdraw the Document, if it determines in any way that the product for which the Document has been issued no longer meets the conditions under which the Document had been issued. In case of being deprived of the Document, the holder is obliged to withdraw the products with the Mark of Conformity from the market, without delay.  
Lodging an appeal or complaint on Decision of suspending/withdrawing the Document by the holder of the Document does not postpone execution of the adopted Decision from the Paragraph 1 of this Article.
19. The holder of the Document is not allowed to use the Document and the Mark of Conformity issued to him after the Document expiration date, suspension, withdrawal or termination of certification.
20. If the holder of the Document delivers copies of the Document or other certification documents, they shall be reproduced entirely.
21. The Holder of the Document must comply with all requirements related to making certification statements and referring to them, use of Marks of Conformity marks and product information, so as not to cause mistrust towards Kvalitet, not to mislead and not to use them in a way for which he is not authorized
22. Kvalitet is obliged, upon written request of the Holder of the Document, to issue a Decision on revoking of the issued Document, before its expiration.
23. The Holder of the Document is obliged to inform Kvalitet in writing about the intended change on the already assessed product or any other change that could have a negative impact on its ability to fulfill certification requirements. Kvalitet is obliged to inform the Document holder, in writing and without delay whether the Document issued remains to be in effect or additional conformity assessment is necessary in order to maintain the Document issued or issuing a new Document.
24. The Holder of the Document must keep a record of all complaints made known to him related to conformity with certification requirements and makes these records available to Kvalitet on request. The Holder shall undertake and document all necessary measures related to complaints and product deficiencies.
25. Contracting parties may terminate this Agreement by mutual consent.  
The Client may withdraw from this Agreement at any moment during the procedure if provides Kvalitet with a written statement on termination of the Agreement.  
If the Client 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 expanses 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 Client within 15 (fifteen) days period.  
If the Client 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 Client is obliged to pay 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.
26. ZOO (Law on Obligatory Relations) regulations will be applied to all other issues that are not anticipated by this Agreement.
27. In case of dispute the contracting parties will attempt to resolve the dispute amicably, and if not, then at the competent court in Niš.
28. This Agreement is concluded for an indefinite period of time and applies to all requests for products conformity assessment submitted by the Client during the period of validity of the mentioned Agreement. Constituent part of this Agreement consists of all requests of the Clients that were submitted within this Agreement duration.
29. 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.

Applicant,

seal

For Kvalitet a.d. Niš,

seal

Vladimir Vukašinović, general manager