



Introduction

Being the Accredited Testing Laboratory No. 1004, Accredited Products Certification Body No. 3020, Accredited Management Systems Certification Body No. 3002, Accredited Inspection Body No. 4035, Accredited Calibration Laboratory No. 2222, and EU Notified Body No. 1023, the Institute for Testing and Certification, Inc. (hereinafter referred to as "ITC Zlin") provides its clients with services aimed to support the placement of their products on the EU and worldwide markets.

These Obligatory Business Conditions govern the obligatory relation between ITC and its clients, specifying rights and duties of both parties as described in following chapters.

Chapter I General Conditions

1. ITC provides its clients with services in the scope of ITC Zlin competencies described in detail on the website www.itczlin.cz.
For business purposes, the following data shall apply:
Company name: *Institut pro testování a certifikaci, a.s.* (in English: the Institute for Testing and Certification, Inc.)
Address: *T. Bati 299, CZ-764 21 Zlin, Czech Republic*
Tax id (VAT): *CZ47910381*
Represented by: *Dr. Radomir CEVELIK, General Director*
2. ITC Zlin appoints its representatives in different worldwide regions and countries. The ITC representative has a right and obligation to communicate with clients in his region and to transfer data, documents and samples from client to ITC Zlin and vice versa.
3. English is communication language for international operations of ITC. Other languages are acceptable after approval of ITC Zlin. ITC representative in the specific region is responsible for the transfer of ITC Zlin requests and comments to local languages, if necessary.
4. Only ITC Zlin is responsible for issuing, modification, suspension and withdrawal of Certificates, Test Reports, Testimonials, Licences and all other documents based on its accredited and/or notified competencies mentioned above.
5. All services provided and issued documents mentioned in clause 4 are issued on the base of written applications, which shall be properly filled, dated and signed by the client. The client shall by signing the application form confirm his agreement to the terms of the present Obligatory Business Conditions. The appropriate application forms are either distributed by ITC representatives or accessible on the website www.itczlin.cz. The completed applications are submitted to ITC Zlin through ITC representatives.
6. The price for the requested services, terms of payment, and delivery of the output documentation shall be agreed separately for each order either with the ITC representative or with ITC Zlin.
7. The ownership of the output documentation (e.g. Test Reports, Certificates) comes into the client's possession after the payment of the full agreed price.



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Any use of the output documents before the settlement of the relevant invoice is prohibited.

8. Provided that client, ITC Zlin, or ITC representative is provably prevented from fulfilling obligations or terms agreed as a result of *force majeure* (e.g. strikes, lock-outs, acts of any foreign, national or local governmental authority, war, civil disorders, fire, explosions or similar events), the terms for fulfilment can be extended for a relevant period.
9. If the input conditions include delivering samples and if not agreed otherwise, ITC Zlin is not obliged to return the samples.
10. Provided the applied certification scheme contains a management system or factory production control audit, the client shall make accessible all rooms and technological units related to the certified object to auditors approved by ITC Zlin.
11. ITC Zlin, ITC representative, and the client shall keep any and all facts and matters concerning the performance of the provided services confidential and secret towards any third party. This confidentiality rule does not apply to publicly available information.
12. The confidentiality rule according to the clause 11 does not relate to ITC Zlin legal obligation to inform the Czech notifying authority as well as the market surveillance authority. On demand, the confidential data could be presented to Czech national accreditation body (Czech Accreditation Institute), which is bound by the same confidentiality rules as the ITC Zlin.
13. ITC Zlin shall make publicly accessible information related to the granted, suspended and withdrawn certificates on its website www.itczlin.cz, section "Search in databases". The confidentiality rule according to the clause 11 does not relate to this database information.
14. Both parties are fully responsible for the information contained in particular documents furnished. The party rendering the information shall warrant that the information furnished does not infringe rights of any third party.
15. ITC Zlin is responsible for accurate and correct results of ordered tests, measurements, calculations and assessments. ITC Zlin repeatedly provides the client with the service free of charge, if any mistakes have been identified in the results delivered to client.
16. Matters not covered directly by these Obligatory Business Conditions and any legal relations arisen from them are governed by general provisions of the Czech Commercial Code (Act No. 513/1991, as amended).
17. The Obligatory Business Conditions may be translated to language(s) used in the particular region. In such cases, the English version takes preference.

Chapter II **ITC Zlin obligations and duties**

18. ITC Zlin is obliged to provide services in compliance with relevant requirements of European and international standards EN ISO/IEC 17020, EN ISO/IEC 17021, EN ISO/IEC 17025, and EN 45011.
19. For conformity assessment services provided in the sphere harmonised by EU New Approach Directives (hereinafter "harmonised sphere"), ITC Zlin shall adhere to requirements stipulated in the Annex I, Article R17 of the *Decision No 768/2008/EC of the*



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European Parliament and of the Council on a common framework for the marketing of products. For full texts of the European legislative documents, look please at the EU website <http://eur-lex.europa.eu/> .

20. In the harmonised sphere, ITC Zlin shall apply only procedures compliant with the relevant New Approach Directives for the particular product family.
21. ITC Zlin takes full responsibility for the tasks performed by its subcontractors or subsidiaries.
22. ITC Zlin shall inform the clients about any complaints related to certified or assessed products and shall cooperate with clients in the process of complaint analysis and nonconformity removal.

Chapter III **Client's obligations and duties**

23. The Client shall submit to ITC representative (or to ITC Zlin in special cases) application forms truthfully and completely filled out and signed.
24. The identification data of product and manufacturer, as indicated on the application form will appear on certificates in an unmodified form and other output documents issued by ITC Zlin. A written client's request is necessary for subsequent modification of any information stated on the application.
25. The application, together with the present Obligatory Business Conditions, specifies in detail the obligation of both parties related to particular order avoiding a necessity to write a separate business contract.
26. The client agrees with a partial task subcontracting or recourse to ITC Zlin subsidiaries, unless otherwise agreed.
27. The Client shall keep ITC Zlin and ITC representative informed about any changes in technology, management system or materials used in manufacturing of the product that has been a subject of the ITC Zlin services in all period of the issued documents use.
28. The client manufacturing products covered by EU New Approach Directives (the "harmonised sphere" products with obligatory CE marking) shall meet requirements stipulated in the Annex I, Article R2 of the *Decision No 768/2008/EC of the European Parliament and of the Council on a common framework for the marketing of products.* The requirements of New Approach Directive relevant to that kind of product shall be met by the client as well.
29. The client shall co-operate with ITC representative and/or with ITC Zlin in the way necessary for accomplishing the service (e.g. by making accessible all relevant documents, facts, products, samples and places necessary for services providing).
30. In the case of accredited services or tasks performed by Notified Body No. NB 1023, the client shall permit access to his facility to auditors of the Czech Accreditation Institute (CAI) or the Czech Office for Standards, Metrology and Testing (COSMT), if requested. In such a case, a responsible employee of ITC Zlin shall participate in the visit.
31. Without a valid licence agreement with ITC Zlin, the Client shall not affix any certification marks or ITC Quality Mark on the product, on its packaging or to use it in any company documentation.



32. ITC Zlin does not provide using any accreditation mark to its clients.

Chapter IV

Rules for use of management system certificates

33. A client who has received a management system certificate issued by ITC Zlin (hereinafter “certificate holder”) has a right to present this fact in business correspondence, in promotional activities and in documents relating to products for the whole period of the certificate validity. This right is limited to the certified scope indicated on the management system certificate.
34. Referring to the certificate outside its scope or referring to expired, suspended or withdrawn certificates is prohibited.
35. The certificate holder shall keep ITC Zlin and the ITC representative informed about all changes influencing the certified management system (e.g. important changes in ownership, legal status of the company, addresses, principal changes in processes, organization, or scope of activities) during all the duration of the certificate validity.
36. The certificate holder shall undergo both periodic and unannounced audits performed by auditors approved by ITC Zlin.
37. The certificate holder shall remove nonconformities identified during audits in a reasonable period of time.
38. The certificate holder is allowed to use ITC certification mark only on the basis of a valid licence agreement. In such case, the certification mark must not be used on a product or product packaging seen by the consumer or in any other way that may be interpreted as denoting product conformity.

Chapter V

Rules for use of product certificate

39. The product certificates include both certificates issued by ITC Zlin as Product Certification Body or as Notified Body No. 1023. ITC Zlin shall strictly distinguish between these two kinds of certificates.
40. The client who has received a product certificate issued by ITC Zlin (the certificate holder) has a right to present this fact in business correspondence, in promotional activities, in documents relating to products and on product itself or its packaging for whole period of the certificate validity.
41. Any reference shall be related exclusively to certified products. Reference to the certificate in catalogues and other promotional documents shall be made by the manner assuring clear link between the certificate and relevant products, eliminating any ambiguities and misunderstandings.
42. Referring to expired, suspended or withdrawn certificates is prohibited.
43. The certificate holder shall keep ITC Zlin and ITC representative informed about all changes, which could influence the certified product compliance with relevant directives/standards (e.g. important changes in raw materials or their suppliers, changes



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in technology and factory production control, changes of technical and legal requirements related to product) during all the duration of the certificate validity..

44. The certificate holder shall undergo both periodic and unannounced audits performed by auditors approved by ITC Zlin and/or provide samples of products for conformity testing in accordance to the applied certification scheme.
45. The certificate holder shall remove nonconformities identified during audits or product testing in a reasonable period of time.
46. The certificate holder can buy a licence for using "ITC Certified Quality" mark. In such a case, this certification mark shall be affixed only to the products for which the licence has been granted by ITC Zlin.

Chapter VI **Liability**

47. The Client (products manufacturer) bears in any cases full liability for the products safety, regardless of the certificates or test results delivered by ITC Zlin.
48. The ITC Zlin is liable for all results of tests and assessments, regardless of whether the service has been performed by ITC Zlin itself or by its subcontractors or subsidiaries.
49. The Client commits himself to meet all his obligations and liabilities related to ITC representative in his country/region. The ITC Zlin does not bear any liability for the Client's obligations towards the ITC Representative.
50. Violation of the present Obligatory Business Conditions can be penalised. Penalties include certificate suspension, certificate withdrawal, or refusal the future application lodged by the client that has infringed these Conditions. These sanctions do not exclude a possibility to sue the party who has infringed these Conditions, if another party has incurred a quantifiable damage.

Issued in Zlin, on 16th July 2009

Dr. Radomir Cevelik
ITC general director