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| **ZAHTJEV ZA REGISTRACIJU KORISNIKA USLUGA FIDITAS d.o.o.***APPLICATION FOR REGISTRATION WITH FIDITAS Ltd.* |

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| **A)** | **Zahtjevatelj:** *Applicant:* |  |
|  |  |
| **Adresa:***Address:* |  |
|  |  |
| **Broj telefona:***Phone No.:* |  |
|  |  |
| **E-mail:***E-mail:* |  |
|  |  |
| **OIB:***VAT Reg. No.:* |  |
|  |  |

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| **Popis osoba ovlaštenih za potpis zahtjeva i zastupanja zahtjevatelja** |
| *List of persons authorised to sign applications and act on your behalf* |
|  |
| **Ime i prezime***Name and Surname* | **Ovlaštenje (i/ili financijsko)**Authority (Technical | **Kontakt (telefon, fax, e-mail)***Contact (phone, fax, e-mail)* |
|  | Tehničko/Technical  |  |  |
| Financijsko/ Financial |  |
|  | Tehničko/Technical |  |  |
| Financijsko/ Financial |  |

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| **Mi zahtjevamo registraciju kod FIDITAS d.o.o u skladu sa Sporazumom za usluge ocjene sukladnosti u prilogu.***We request registration with FIDITAS Ltd. in accordance with the Agreement for Conformity Assessment Services attached.* |
|  |
| Datum / *Date*: |  |  |
|  |  |  |
|  | Potpis / *Signature:* |  |
|  | Ime i prezime / *Name and Surname:* |  |
|  | Funkcija u tvrtci / *Position in Company:* |  |

**Sporazum za usluge ocjene sukladnosti**

1. **Primjena**

Ovaj sporazum se primjenjuje na poslove ocjene sukladnosti proizvoda te sustava kvalitete proizvodnje proizvoda koje provodi FIDITAS d.o.o. sukladno zahtjevu korisnika s kojim sklapa sporazum. Sporazum između FIDITAS d.o.o. i zahtjevatelja počinje nakon što FIDITAS d.o.o. u pisanom obliku potvrdi prihvaćanje zahtjeva za ocjenu sukladnosti.

Certifikacija Ex-proizvoda i sustava upravljanja kvalitetom proizvodnje Ex-proizvoda provodi se prema *Direktivi 2014/34/EU,* Pravilima IECEx 02, IECEx OD dokumentima, IEC normama i drugim relevantnim dokumentima IECEx Sheme certifikacije opreme.

Certifikacija eksplozivnih tvari i sustava upravljanja kvalitetom proizvodnje eksplozivnih tvari provodi se prema *Direktivi 2014/28/EU* i *Direktivi 2013/29/EU*.

1. **Povjerljivost**

FIDITAS d.o.o. će poduzeti sve potrebne mjere kako bi osigurala tajnost podataka prema trećim stranama, u svezi proizvoda za koji se provodi ocjena sukladnosti, dobivenih od zahtjevatelja prilikom postupka ocjene sukladnosti. Kao treće strana se ne smatraju Odbor za nepristranost FIDITAS d.o.o. osnovan sukaldno EN ISO/IEC 17065, tvrtke s kojima FIDITAS d.o.o. ima potpisan sporazum o međusobnoj suradnji u postupku ispitivanja i ocjene sukladnosti, Hrvatska akreditacijska agencija, ocjenitelji IECEx Sustava te nadležna ministarstva i inspekcijski organi RH. Podaci o postupku ocjene sukladnosti, dostavljena certifikacijska dokumentacija i certifikati neće se dostavljati trećim stranama bez pisane potvrde zahtjevatelja osim ako je to uvjetovano zakonom.

Zahtjevatelj prihvaća da se u registru na web stranicama FIDITAS d.o.o. objave podaci o roku valjanosti i statusu njegovog certifikata/potvrdnice kada je to propisano regulativom.

1. **Izdavanje certifikata/potvrdnica**/QAR
	1. Prihvaćanjem narudžbe za poslove ocjene sukladnosti FIDITAS d.o.o. ne jamči zahtjevatelju izdavanje certifikata/potvrdnice/QAR. FIDITAS d.o.o. će izdati zahtjevatelju traženi certifikat/potvrdnicu/QAR ako su ispunjeni uvjeti koji su definirani u direktivama i/ili primjenjenim normama kao i uvjeti ovoga sporazuma. U slučaju neispunjavanja bilo kojega od tih uvjeta certifikat/potvrdnica/QAR neće biti izdan a FIDITAS d.o.o. će obavijestiti zahtjevatelja pisanim putem o razlozima neizdavanja certifikata/potvrdnice/QAR.
	2. FIDITAS d.o.o. zadržava pravo da povuče certifikat/potvrdnicu/QAR koji je izdao ako se naknadno utvrdi da:
* nisu postojali uvjeti za izdavanje certifikata/potvrdnice/QAR (zbog netočnih podataka primljenih u postupku ocjene sukladnosti ili zbog greške ocjenitelja FIDITAS d.o.o.),
* zahtjevatelj nije ispunio uvjete ovoga sporazuma,
* zahtjevatelj ne koristi certifikat/potvrdnicu/QAR prema uvjetima uz koje mu ga je izdao FIDITAS d.o.o.,
* se zahtjevatelj ne drži uvjeta dogovorenih prilikom dodjele certifikata/potvrdnice/QAR,
* proizvod ili sustav kvalitete ne ispunjava zahtjeve direktive,
* zahtjevatelj ne dopušta provedbu kontrolne ocjene ili ne želi provesti ponovnu ocjenu,
* zahtjevatelj sam traži povlačenje/suspenziju certifikata/potvrdnice/QAR.

Zahtjevatelj će po povlačenju/suspenziji prestati sa svakim reklamiranjem/oglašavanjem vezanim uz predmetni certifikat/potvrdnicu/QAR.

FIDITAS d.o.o. će obavijestiti zahtjevatelja o odluci za povlačenjem/suspendiranjem certifikata/potvrdnice/QAR i ostaviti mu razuman rok da dostavi svoje objašnjenje u svezi razloga koji su osnova za povlačenje/suspenziju. U slučaju nemogućnosti dogovora FIDITAS d.o.o. će povući certifikat/potvrdnicu/QAR ili smanjiti opseg.

* 1. Certifikati/potvrdnice FIDITAS d.o.o. koji nose akreditacijski znak Hrvatske akreditacijske agencije (HAA) izdani su u skladu s akreditacijskim pravilima HAA. Time nikako ne treba smatrati da je certifikat/potvrdnica odobrena od HAA.
	2. Prihvaćanje i ovjera crteža zahtjevatelja na kojima je prikazano označavanje CE oznakom ne treba smatrati da FIDITAS d.o.o. daje pravo zahtjevatelju da koristi CE oznaku na predmetnom proizvodu. Označavanje CE oznakom ostaje u potpunosti odgovornost zahtjevatelja u skladu s važećom EU regulativom.
1. **Obveze zahtjevatelja**

Podnošenjem zahtijeva te prihvaćanjem ponude i ovog sporazuma zahtjevatelj se obvezuje da će:

* 1. ispunjavati zahtjeve postupka certifikacije te provesti promjene ako su one zatražene od
	FIDITAS d.o.o. ,
	2. izraditi potrebnu dokumentaciju i omogućiti FIDITAS d.o.o. pregled i pristup dokumentaciji u cilju provedbe ocjene,
	3. osigurati da njegov proizvod kontinuirano ispunjava sve zahtjeve koji se na njega odnose,
	4. osigurati pristup ocjenjivačkom timu FIDITAS d.o.o. na svim proizvodnim lokacijama, zaposlenicima i dobavljačima kod poslova potvrđivanja sustava upravljanja kvalitetom proizvodnje,
	5. osigurati pristup svim potrebnim informacijama kod pritužbi,
	6. prihvatiti sudjelovanje promatrača,
	7. koristiti certifikat prema opsegu certifikata i uvjetima uz koje mu ga je FIDITAS d.o.o. izdao,
	8. koristit svoj proizvod na način koji neće šteti ugledu FIDITAS d.o.o. niti na bilo koji drugi koji može dovoditi u zabludu ili navoditi na krivu interpretaciju opsega certifikata,
	9. u slučaju suspenzije, povlačenja ili obustavljanja certifikata korisnik će prekinuti pozivanje u svim svojim reklamnim materijalima na certifikat FIDITAS d.o.o. te poduzeti druge radnje sukladno propisima,
	10. umnažati certifikat/potvrdnicu/QAR FIDITAS d.o.o. samo u cijelosti,
	11. na komercijalnim sajmovima i prospektnim materijalima jasno i nedvosmisleno prikazivati za koju opremu i uz koje uvjete je certifikat/potvrdnica/QAR izdan,
	12. udovoljiti svim zahtjevima certifikacije s obzirom na oznake sukladnosti i informacije povezane s proizvodom,
	13. voditi zapise o svim pritužbama povezanim sa sukladnošću certificiranih proizvoda, te ih dostaviti FIDITAS d.o.o. na zahtjev,
	14. provoditi odgovarajuće radnje s obzirom na pritužbu i eventualne nedostatke na proizvodu koji bi mogli utjecati na sukladnost proizvoda,
	15. za sve zaprimljene pritužbe poduzeti odgovarajuće aktivnosti kako bi se otklonili nedostaci koji utječu na sukladnost proizvoda, uz vođenje odgovarajućih zapisa,
	16. obavijestiti FIDITAS d.o.o o svim bitnim promjenama u certifikacijskoj dokumentaciji i konstrukciji proizvoda u odnosu na onu koja je potvrđena certifikatom,
	17. obavijestiti FIDITAS d.o.o o svim bitni promjenama koje mogu utjecati na sukladnost sa zahtjevima sustava certifikacije (kao npr. bitne promjene u vlasništvu, organizacijske promjene, modifikacije proizvoda ili procesa proizvodnje, promjena lokacije ili dijela pogona koji je unutar potvrđenog opsega ili značajnije promjene u sustavu kvalitete). Po primitku obavijesti o promjenama FIDITAS d.o.o. će donijeti odluku o potrebnim aktivnostima što može uključivati i dodatni pregled kod proizvođača, te
	18. provesti promjene na proizvodu/sustavu kvalitete i dokumentaciji kada to zahtjeva certifikacijska shema prema kojoj je FIDITAS d.o.o. izdao certifikat/potvrdnicu/QAR.
1. **Oglašavanje certifikata/potvrdnica/QAR**

Zahtjevatelj ima pravo umnažati certifikat/potvrdnicu/QAR FIDITAS d.o.o. u cjelosti i kopiju davati trećim stranama bez pisane potvrde FIDITAS d.o.o. Umnažanje i objavljivanje prve stranice certifikata/potvrdnice/QAR na komercijalnim sajmovima i prospektnim materijalima je dopušteno bez pisane potvrde FIDITAS d.o.o. ako se jasno i nedvosmisleno prikazuje za koje proizvode je certifikat/potvrdnica/QAR izdata. Umnažanje dijelova certifikata/potvrdnica/QAR i njihovo distribuiranje i objavljivanje dopušteno je samo uz pisanu potvrdu FIDITAS d.o.o.

Zahtjevatelj smije koristiti certifikat/potvrdnicu/QAR ili broj FIDITAS d.o.o. sukladno ovom sporazumu i certifikacijskoj shemi uz uvjet da pri tome ne smije dovoditi u zabludu ili navoditi na krivu interpretaciju opsega potvrđivanja sustava kvalitete ili na bilo koji drugi način koji bi škodio ugledu FIDITAS d.o.o.

FIDITAS d.o.o. provodi kontrolu prava vlasništva, uporabe i isticanja njezinih certifikata i oznaka sukladnosti sukladno ovom sporazumu i odgovarajućim Direktivama. U slučaju nepravilne uporabe FIDITAS d.o.o. će zatražiti pojašnjenje od zahtjevatelja i pokušati riješiti spor na odgovarajući način. Ukoliko spor nije moguće riješiti dogovorom FIDITAS d.o.o. će povući certifikat i o tome obavijestiti zahtjevatelja.

1. **Obustavljanje procesa**

FIDITAS d.o.o. ima pravo obustaviti započeti postupak ocjene sukladnosti ako zahtjevatelj nije poštivao:

* 1. uvjete prema FIDITAS d.o.o. koji su navedeni u ponudi,
	2. uvjete navedene u ovome sporazumu;
	3. druge uvjete dogovorene pri potpisivanju sporazuma;
	4. rokove u dostavi traženih uzoraka ili dokumentacije neophodne za provođenje ispitivanja odnosno ocjene sukladnosti više od šest mjeseci;
	5. rokove u dostavi dokumenata sustava kvalitete neophodnih za provođenje ocjene sukladnosti više od šest mjeseci.

Ako zahtjevatelj obustavlja proces iz svojih razloga obvezan je nadoknaditi FIDITAS d.o.o. do tada nastale troškove.

1. **Naknada za štetu**

FIDITAS d.o.o. ne preuzima odgovornost za nastalu štetu zahtjevatelju koja je izazvana procesom ocjene sukladnosti osim ako se radi o gruboj i namjernoj pogrešci FIDITAS d.o.o. ili njezinog osoblja. Zahtjevatelj će izuzeti FIDITAS d.o.o. od odgovornosti za štetu nastalu od treće strane osim ako se radi o gruboj i namjernoj pogrešci FIDITAS d.o.o. ili njezinog osoblja.

U slučaju spomenutog nemara, osim odgovornosti za smrt ili osobne povrede, ograničenje bilo kakvog gubitka, štete ili drugo za koje je FIDITAS d.o.o. odgovorna, biti će ograničeno na iznos koji ne prelazi maksimalnu naknadu koju FIDITAS d.o.o. naplaćuje za određenu uslugu kod koje je nastao nemar.

1. **Molbe, sporovi i žalbe**

Zahtjevatelj ima pravo podnijeti Upravi FIDITAS d.o.o. pritužbu ili žalbu na odluku koju je
FIDITAS d.o.o. donio pri ispitivanju i ocjeni sukladnosti proizvoda ili sustava kvalitete najkasnije 30 dana od dana kada je bio upoznat s tom odlukom. FIDITAS d.o.o. će raspraviti o pritužbi ili žalbi najkasnije 30 dana od zaprimanja pisane pritužbe/žalbe.

Ako se potvrdi da je pritužba/žalba opravdana i da je FIDITAS d.o.o. donio neispravnu odluku, ista će biti ispravljena.

Ako se potvrdi da je pritužba/žalba bila neutemeljena zahtjevatelj pristaje platiti sve troškove nastale zbog rješavanja pritužbe/žalbe.

Ako je pritužba/žalba odbijena zahtjevatelj se može žaliti nadležnom ministarstvu, Odboru za nepristranost FIDITAS d.o.o. ili IECEx Tajništvu u slučaju IECEx certifikata/QAR.

Sve sporove u svezi ovog sporazuma stranke će pokušati rješiti na prijateljski način. Ako to nije moguće za rješavanje sporova nadležan je sud u Zagrebu.

1. **Financijske obveze**

Zahtjevatelj se obvezuje u potpunosti poštivati uvjete navedene u ponudi FIDITAS d.o.o. koja mu se dostavlja nakon podnošenja zahtjeva. Isto tako zahtjevatelj se obvezuje platiti FIDITAS d.o.o. sve razumne dodatne troškove u postupku ispitivanja i ocjene sukladnosti koje nije bilo moguće predvidjeti prilikom izrade ponude. Dodatni troškovi će se obračunavati prema cjeniku FIDITAS d.o.o.

1. **Trajanje Sporazuma**

Sporazum između FIDITAS d.o.o. i zahtjevatelja počinje nakon što FIDITAS d.o.o. u pisanom obliku potvrdi prihvaćanje zahtjeva za ocjenu sukladnosti i traje sve dok je važeći izdani certifikat/potvrdnica/QAR.

Za vrijeme trajanja Sporazuma obje strane imaju pravo prekinuti ovaj Sporazum u pisanom obliku ako druga strana, nakon pisanog upozorenja s razumnim rokom za otklanjanje nedostataka, ne ispunjava uvjete Sporazuma.

1. **Ostali uvjeti**

Ako se iz bilo kojeg razloga ne primjenjuju uvjeti navedeni u ovome sporazumu FIDITAS d.o.o. će sa zahtjevateljem definirati uvjete pod kojima će se zahtjevani postupak ocjene sukladnosti provesti.

Bilo koje promjene sporazuma ne vrijede bez pisane suglasnosti obiju strana.

Sporazum je pročitan i prihvaćen od strane zahtjevatelja usluge koji to potvrđuje potpisom svoje ovlaštene osobe na zahtjevu za registraciju.

**Agreement for Conformity Assessment Services**

1. **Application**

This Agreement applies to activities of conformity assessment of products and manufacturers' quality systems for the manufacture of products, which are carried out by FIDITAS Ltd. in accordance with the request of the Applicant with whom the Agreement has been made.

The Agreement between FIDITAS Ltd. and the Applicant will commence as soon as FIDITAS Ltd. confirms, in writing, acceptance of the applicant’s request for conformity assessment.

Certification of Ex-products and quality assurance of Ex-product manufacturing is carried out according to the *Directive 2014/34/EU*, publication IECEx 02, IECEx OD documents, IEC standards and other relevant documents in the IECEx System.

Certification of explosive materials and system of quality in the production of explosive materials is performed in accordance with the *Directive 2014/28/EU* and *Directive 2013/29/EU*.

1. **Confidentiality**

FIDITAS Ltd. will implement all measures necessary to ensure that information received from the Applicant relating to products that are to be assessed for conformity is kept confidential from third parties. The following are not deemed to be third parties: The Impartiality Committee of FIDITAS Ltd. established in accordance with EN ISO/IEC 17065, any companies with whom FIDITAS Ltd. has a signed agreement of mutual collaboration in procedures of testing and conformity assessment, Croatian Accreditation Agency, the assessors of IECEx System and authorized ministries and inspection bodies of the Republic of Croatia.

Information on the conformity assessment process, certification documentation delivered, and certificates will not be sent to third parties without written consent of the Applicant, except where mandated by law. The Applicant agrees to allow information on validity and status of the Applicant's certificate/notification to be posted on FIDITAS Ltd. 's website (registry), if that is required by law.

1. **Issuing Certificates/Notifications/QAR**
	* 1. By accepting the order received from the Applicant or their representative, for conformity assessment activities, FIDITAS Ltd. does not guarantee the issue of a certificate/notification/QAR to the Applicant. FIDITAS Ltd. will issue the requested certificate/ notification/QAR to the Applicant if the conditions specified in the Directives and/or corresponding standards have been fulfilled, as well as the terms and conditions set forth in this Agreement. If any of these conditions have not been fulfilled, the certificate/notification/QAR will not be issued, and FIDITAS Ltd. will notify the Applicant in writing of the reasons the certificate/notification/QAR has not been issued.
		2. FIDITAS Ltd. reserves the right to withdraw any issued certificate/quality assurance notification/QAR if it has been subsequently established that:
* conditions for issuing the certificate/notification/QAR were not fulfilled (due to incorrect data received in the process of conformity assessment or due to error made by FIDITAS Ltd. ’s assessor
* the Applicant did not fulfill conditions of this Agreement,
* the Applicant is not using the certificate/notification/QAR according to conditions under which
FIDITAS Ltd. has issued the certificate/notification/QAR,
* the Applicant has not adhered to the conditions agreed upon at the time the certificate/notification/QAR was issued,
* the product or quality system does not meet the requirements of the directives,
* the Applicant did not allow evaluations to be performed or did not wish to perform a repeat evaluation, or,
* the Applicant has submitted to Fiditas a request for suspension/withdrawal of the certificate/notification/QAR.

Upon withdrawal/suspension of the certificate/notification/QAR the Applicant will cease all advertising/endorsements related to the certificate/notification/QAR in question.

FIDITAS Ltd. will notify the Applicant of its decision to withdraw/suspend the certificate/notification/QAR, and within a reasonable period, FIDITAS Ltd. will send the Applicant its explanation concerning the reasons that were the basis for withdrawal/suspension. In case of any disagreements, FIDITAS Ltd. will withdraw the certificate/quality assurance notification/QAR or reduce its scope.

* + 1. FIDITAS Ltd. certificates/notifications that bear the accreditation symbol of the Croatian Accreditation Agency (HAA) are issued in accordance with accreditation regulations of HAA. However, it should not be assumed that the certificate/notification has been approved by HAA.
		2. FIDITAS Ltd. acceptance of a drawing showing marking detail which includes the European Community CE Marking should not be construed as confirmation that we have given permission for the CE Marking to be applied to any particular product. Applying the CE Marking remains the responsibility of the manufacturer in accordance with the appropriate EU legislation.
1. **Applicant obligations**

By submitting an application and accepting the offer and this agreement, the Applicant is obligated to:

1. meet the requirements of the certification procedure and carry out any changes necessary if so requested by FIDITAS Ltd.,
2. prepare all documentation required and provide FIDITAS Ltd. access to the documentation for the purpose of performing an evaluation,
3. ensure that its products continuously meet all requirements under the applicable law, ATEX Directive and IECEx Scheme relevant to the product,
4. ensure that the FIDITAS Ltd. assessment team has access to all production locations, employees and suppliers while carrying out the certification of the production quality management system for the limited purpose of carrying out the same,
5. ensure access to all information required for the complaint process,
6. accept the participation of authorized observers,
7. use the certificate according to its coverage and conditions with which FIDITAS Ltd. has issued the certificate,
8. use their products in a manner that will not adversely affect FIDITAS Ltd. reputation, nor in any way lead to misinterpretation of the certificate’s coverage,
9. in case of suspension, withdrawal or termination of the certificate, the Applicant will cease all references to FIDITAS Ltd. certificate in their promotional materials and undertake other measures in accordance with applicable regulations,
10. copy/reproduce FIDITAS Ltd. certificate/notification/QAR only in its entirety,
11. clearly and unambiguously indicate, at trade fairs and in promotional materials, which equipment and conditions the certificate/notification/QAR has been issued for,
12. meet all requirements of the certification with regard to conformity symbols and information relating to the product,
13. keep records on all complaints relating to the conformity of certified products, and supply them to the Fiditas Ltd. on request, when Fiditas make audit of production as part of assessment,
14. perform appropriate actions with regard to complaints and any eventual defects on products that may affect the conformity of the product,
15. undertake appropriate actions on all complaints received in order to eliminate defects that affect the conformity of the product to Directive 2014/34/EU or IECEx Scheme and keep records of such activities,
16. inform FIDITAS Ltd. of all significant changes in the certification documentation and design of products with regard to those certified by the certificate,
17. inform FIDITAS Ltd. of all significant changes that may affect conformity with the requirements of the certification system (e.g. significant changes in ownership, organization, modifications of products or the manufacturing process, change in location or section of the plant that falls under the certified coverage or any significant changes to the quality system),
18. carry out modifications to the product/quality system and documentation if required by the certification scheme according to which the certificate/notification/QAR has been issued.
19. **Advertising the certificate/notification/QAR**

The Applicant has the right to reproduce FIDITAS Ltd. ’s certificates/notifications/QAR in their entirety and provide copies to third parties without the written consent of FIDITAS Ltd. Copying and displaying the front page of certificates/notifications/QAR at trade fairs and publication in prospectus materials is permitted without the written consent of FIDITAS Ltd., if the products for which the certificate/notification/QAR has been issued are clearly and prominently indicated. Copying, distributing and publishing portions of the certificate/notification/QAR are permitted only with the written consent of FIDITAS Ltd.

The Applicant is permitted to use FIDITAS Ltd. certificate/notification/QAR or number in accordance with this agreement and certification scheme, under the condition that this use does not cause misconception or wrongful interpretation of the coverage of a certificate, or in any other way might diminish the reputation of FIDITAS Ltd.

FIDITAS Ltd. controls the right to own, use and accentuate its certificates and conformity symbols in accordance with the Agreement on Certification and applicable Directives. In case of incorrect use, FIDITAS Ltd. will seek clarification from the manufacturer and attempt to resolve the dispute in an appropriate manner. In case the dispute cannot be resolved amicably, FIDITAS Ltd. will withdraw the certificate and notify the manufacturer accordingly.

1. **Termination of Process**

FIDITAS Ltd. reserves the right to terminate any conformity assessment procedure in progress if the Applicant has not fulfilled:

1. the terms and conditions as specified in the offer issued to Applicant or its representative,
2. the terms and conditions as specified in this Agreement,
3. the time frame for delivery of either requested samples or documentation necessary for the testing and conformity assessment (in excess of six months after delivery date),
4. the time frame for delivery of the quality system documents necessary to perform the conformity assessment (in excess of six months).

If, for whatever reason, the Applicant terminates the process, the Applicant is obligated to reimburse
FIDITAS Ltd. for costs incurred up to that point.

1. **Compensation of Damages**

FIDITAS Ltd. is not liable for any damages the Applicant may incur as a consequence of the conformity assessment process, except for where the established cause is neglect and/or deliberate error on the part of FIDITAS Ltd. or its personnel. The Applicant shall exempt FIDITAS Ltd. from liability for damages to third parties, except where the established cause is neglect and/or deliberate error on the part of

FIDITAS Ltd. or its personnel.

In the event of FIDITS liability as per the above, with exception of liability for death or personal injury, any losses, damages or other for which FIDITAS Ltd. is liable will be limited to the amount of the fees that FIDITAS Ltd. invoices for the service in relation to which FIDITAS is liable as provide hereinabove.

1. **Appeals, Disputes and Complaints**

The Applicant has the right to submit an appeal, or complaint to the Management Board of FIDITAS Ltd. regarding the decision rendered by FIDITAS Ltd. during testing and conformity assessment of products or quality systems, no later than 30 days from the date of being informed of said decision. FIDITAS Ltd. will discuss these appeals/complaints at the following the Impartiality Committee meeting, but no later than 60 days from the receipt of the written appeal/complaint.

If it is confirmed that the appeal/complaint is justified and that FIDITAS Ltd. has rendered an incorrect decision, the decision shall be amended accordingly.

If it is established that the appeal/complaint is unfounded, the Applicant agrees to pay all expenses incurred by the process of resolving the appeal/complaint.

If the appeal/complaint is rejected, the Applicant may appeal to the authorized ministry, the Certification Board of FIDITAS Ltd. or IECEx Secretary in the case of IECEx CoC/QAR.

The parties shall attempt to resolve all disputes relating to this Agreement in an amenable manner. If such is not possible, the court in Zagreb is authorized to resolve disputes.

1. **Financial Obligations**

The Applicant is obligated to observe all terms and conditions specified in FIDITAS Ltd. offer (which is sent to the Applicant or its representative after the request for certification (is received) in their entirety. Likewise the Applicant is obligated to compensate FIDITAS Ltd. for all reasonable additional expenses incurred by the testing and conformity assessment procedure, and which could not have been foreseen at the time the offer was prepared. Additional expenses will be charged according to the FIDITAS’s price list.

1. **Term of Agreement**

The Agreement between FIDITAS Ltd. and the Applicant will be valid and effective once FIDITAS Ltd. confirms, in writing, acceptance of the request for conformity assessment, and will continue until certificate/notification/QAR remains valid.

Throughout the duration of the Agreement both parties reserve the right to terminate the Agreement (in writing) should the other party fail to fulfill the terms of the Agreement, following a written warning with a reasonable time limit to correct any unfulfillment.

1. **Other Conditions**

If for any reason the conditions set forth in this Agreement are not applied, FIDITAS Ltd. shall, along with the Applicant, specify the conditions under which the requested conformity assessment procedure shall be performed.

No variation of the Agreement shall be valid unless confirmed in writing by both parties.

The Agreement has been read and accepted by the Applicant and is confirmed by signature of the Applicant’s authorized person on the Application for registration.