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| **Applicant:** |  |
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| **Address:** |  |
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| **Phone No.:** |  |
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| **E-mail:** |  |
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| **VAT ID number:** |  |
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| --- | --- | --- | --- |
| List of persons authorised to sign applications and act on Applicant’s behalf | | | |
|  | | | |
| **Name and Surname** | **Authority**  **(Technical and/or financial)** | | **Contact**  **(Phone and/or e-mail)** |
|  | Technical |  |  |
| Financial |  |
|  | Technical |  |  |
| Financial |  |

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| --- | --- | --- | --- |
| **We request registration with FIDITAS Ltd for conformity assessment services and accept**  **General Terms and Conditions of Certification Services (in attachment).** | | | |
|  | | | |
| Date: |  |  | |
|  |  | |  |
|  | Signature: | |  |
|  | Name and Surname: | |  |
|  | Position in the Company: | |  |

1. **Application**

This General Terms and Conditions apply to activities of conformity assessment of products and Applicant’s quality systems for the manufacture of products, which are carried out by FIDITAS in accordance with the request of the Applicant with whom the Agreement has been made.

The Agreement between FIDITAS and the Applicant shall commence as soon as FIDITAS 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 in accordance with *Directive 2014/34/EU*, publication IECEx 02, IECEx OD documents, applicable EN/IEC/ISO standards and other relevant documents in the IECEx System’s Scheme 02.

Certification of explosives for civil use and pyrotechnic articles and system of quality in the production of explosives for civil use and pyrotechnic articles is performed in accordance with the *Directive 2014/28/EU* and *Directive 2013/29/EU*.

1. **Confidentiality**

FIDITAS shall 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 established in accordance with EN ISO/IEC 17065, any companies/bodies/individuals with whom FIDITAS has a signed agreement of mutual collaboration in procedures of testing and conformity assessment, Croatian Accreditation Agency, assessors of the IECEx System and authorized authorities of the Republic of Croatia.

Information on the conformity assessment process, certification documentation delivered, and certificates shall 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 's website (registry), if that is required by law.

1. **Issuing Certificates/Notifications/QARs**
   * 1. By accepting the order received from the Applicant or their representative, for conformity assessment activities, FIDITAS does not guarantee the issuing of a certificate/notification/QAR to the Applicant. FIDITAS shall 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 the General Terms and Conditions of Certification. If any of these conditions have not been fulfilled, the certificate/notification/QAR shall not be issued and FIDITAS shall notify the Applicant in writing of the reasons the certificate/notification/QAR has not been issued.
     2. FIDITAS 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),
* the Applicant did not comply with these General Terms and Conditions of Certification,
* the Applicant is not using the certificate/notification/QAR according to conditions under which   
  FIDITAS 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 accept repeated 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 shall cease all advertising/endorsements related to the certificate/notification/QAR in question.

FIDITAS shall notify the Applicant of their decision to withdraw/suspend the certificate/notification/QAR and within a reasonable period FIDITAS shall inform the Applicant about their explanation concerning the reasons for such withdrawal/suspension. In case of any disagreement, FIDITAS shall withdraw the certificate/quality assurance notification/QAR or reduce its scope.

* + 1. FIDITAS 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 acceptance of a drawing showing marking details which include the European Community CE Marking should not be construed as confirmation that FIDITAS gave their permission for the CE Marking to be applied to any particular product. Applying the CE Marking remains the sole responsibility of the Applicant in accordance with appropriate EU legislation.

1. **Applicant obligations**

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

1. meet the requirements of the conformity assessment and carry out any change if so requested by FIDITAS,
2. prepare all documentation required and provide FIDITAS access to the documentation for the purpose of conformity assessment,
3. ensure that its products continuously meet all requirements under the applicable law, ATEX Directive and IECEx Scheme 02 as relevant to the product,
4. ensure that the FIDITAS assessment team has access to all production locations, employees and suppliers while assessing the conformity of the production quality management system for the limited purpose of carrying out the conformity assessment,
5. ensure access to all information required for the complaint process,
6. accept the participation of authorized observers unless there is reasonable reason not to,
7. use the certificate/notification/QAR according to its coverage and conditions with which FIDITAS has issued it,
8. use products under subject in a manner that shall not adversely affect FIDITAS reputation, nor in any way lead to misinterpretation of the certificate’s/notification’s/QAR’s coverage,
9. in case of suspension, withdrawal or termination of the certificate/notification/QAR, the Applicant shall cease all references to FIDITAS certificate/notification/QAR in their promotional materials and undertake other measures in accordance with applicable regulations,
10. copy/reproduce FIDITAS 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 conformity assessment 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 make those records available for FIDITAS on their request,
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 02 and keep records of such activities,
16. inform FIDITAS of all significant changes in the certification documentation and design of products with regard to those covered by the certificate,
17. inform FIDITAS of all significant changes that may affect conformity with the requirements of the conformity assessment 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, changes in suppliers of critical components/materials/products or any other significant change 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 ’s certificates/notifications/QARs in their entirety and provide copies to third parties without the written consent of FIDITAS Copying and displaying the front page of certificates/notifications/QAR at trade fairs and publication in promotional materials is permitted without the written consent of FIDITAS 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

The Applicant is permitted to use FIDITAS certificate/notification/QAR or their Notified Body number (2829) in accordance with this agreement and certification scheme, under the condition that this use does not cause misconception or incorrect interpretation of the coverage of a certificate or in any other way does not negatively influence the reputation of FIDITAS.

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

1. **Termination of Process**

FIDITAS 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 document,
3. any other condition if agreed mutually in writing and endorsed by both parties,
4. the time frame for delivery of either requested samples or documentation necessary for the testing and conformity assessment (in excess of six months after due delivery date),
5. the time frame for delivery of the quality system documents necessary to perform the conformity assessment (in excess of six months after due delivery date).

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

1. **Compensation of Damage**

FIDITAS is not liable for any damage 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 or its personnel. The Applicant shall exempt FIDITAS from liability for damage to third parties, except where the established cause is neglect and/or deliberate error on the part of FIDITAS or their personnel.

In the event of FIDITS liability as per the above, with exception of liability for death or personal injury, any loss or damage for which FIDITAS is liable shall be limited to the amount of the fees that FIDITAS invoices for the service in relation to which FIDITAS is liable as provided hereinabove.

1. **Appeals, Disputes and Complaints**

The Applicant has the right to submit an appeal, or complaint to the Management Board of FIDITAS regarding the decision rendered by FIDITAS 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 shall 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 has rendered an incorrect decision, the decision shall be amended accordingly.

If the appeal/complaint is rejected, the Applicant may appeal to the Croatian Notified authority, the Impartiality Committee of FIDITAS 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 offer (which is sent to the Applicant or its representative after the request for conformity assessment is received. Likewise, the Applicant is obligated to compensate FIDITAS 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 shall be charged according to the FIDITAS’s price list.

1. **Term of Agreement**

The Agreement between FIDITAS and the Applicant shall be valid and effective once FIDITAS confirms, in writing, acceptance of the request for conformity assessment, and shall 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 General Terms and Conditions of Certification are not applied, FIDITAS shall, along with the Applicant, specify the conditions under which the requested conformity assessment procedure shall be performed.

No variation of the General Terms and Conditions of Certification shall be valid unless confirmed in writing by both parties.