

## 1 Contracting parties

Registrul Auto Român-Organismul de Certificare Produze (RAR-OCP) (Product Certification Body of RAR), having the registered office in Calea Griviței no. 391A, district 1, Bucharest, having the account no. RO78BRDE410SV19834754100 opened with BRD-Bucharest, Calderon Branch, fiscal code RO 1590236, represented by ..., Executive Director of RAR-OCP, *as product conformity certification body*

and ... having the registered office in ... having the account no. ... opened with ..., fiscal code ..., represented by ..., as certification APPLICANT, concluded the following

## AGREEMENT

### 2 Goal of the agreement

The goal of this agreement is conformity certification with the reference normative document/s ... of the product / product family ... type/code ..., manufactured in series / batch no. ..., quantity: ....., manufactured by ..., at the address ..., imported by ....., / packed by ..../ and distributed by ... .

Documented changes in the data provided in the previous paragraph as a result of the certification process development, does not impose amending this Agreement.

This agreement does not refer to surveillance activities of the licence holder, which will be subject to a subsequent agreement.

Certification Application signed by the APPLICANT is part of this Agreement.

### 3 Conducting the certification activities

The activities related to certification process are carried out according to General Rules regarding the products certification, code RG-00, together with other documents included in RAR-OCP Informative Documents Portfolio, provided to the APPLICANT.

### 4 Obligations of the parties

#### 4.1 RAR-OCP is obliged:

- to carry out the activities related to the certification process of the product conformity according to the General Rules regarding the products certification, code RG-00;
- to preserve confidentiality, in relation to other economic agents, on the information stated by the applicant, obtained during the certification process, concerning the product and the APPLICANT;
- to inform the APPLICANT on the assessments to which the product samples will be subjected;
- to send to the APPLICANT the payment notification which include estimate of charges related to certification process stages.

#### 4.2 The APPLICANT is obliged:

- to allow the access of the RAR-OCP representatives to all documents concerning the product in question;
- to assume full responsibility for the accuracy and truthfulness of the data presented, as well as for the legality and authenticity of all presented documents (analysis of data and documents submitted by the applicant does not undertake any responsibility or liability from RAR-OCP and does not remove the APPLICANT exclusive responsibility in case of any claim, litigation, criminal complaints, compensation claims, etc.);
- to assume full responsibility for obtaining approvals, authorizations or agreements needed from other competent authorities or other individual or legal persons;
- to allow the access of the RAR-OCP representatives in all locations where are performed activities related to the product in question;
- to allow the RAR-OCP representative to take samples, at random, from the end of the manufacturing flow, from the products stock prepared for delivery, from the warehouse or from the market;

- to insure, upon the RAR-OCP request, the transport of the taken samples;
- not to make any reference to the certificate before its official granting;
- to pay, in advance, the payment notification which include estimate of charges related to certification process stages, sent by RAR-OCP;
  - to pay, before concluding the certification activities, the payment notification which include additional estimate of charges related to supplementary activities performed for reasons due to the applicant or due to changes in legislation or the evolution of prices and tariffs;
  - to bear accommodation expenses, for certification process activities which require the RAR-OCP representatives to travel in Romania;
  - to bear transportation and accommodation expenses, for certification process activities which require the RAR-OCP representatives to travel abroad;
  - to comply with current legislation regarding the protection of industrial designs, copyright, the protection of trademarks, bearing the consequences and damages resulting from violation of intellectual property rights of other individuals or entities;
  - to assume liability arising out of noncompliance with applicable legal provisions to performed activity.

## 5 Final provisions

This Agreement may be amended by concluding an addendum, or may be terminated before validity expiration, with the consent of both parties.

The agreement may be denounced unilaterally by R.A.R.-OCP, without the intervention of the courts of law and without sending any notification, if the APPLICANT fails to meet the assumed obligations and the APPLICANT could be obliged to pay damages to RAR-OCP.

Each partner of the agreement is responsible for failure to meet the assumed obligations under this agreement.

The litigations will be settled amicably. Otherwise, the courts of law at the registered office of the products conformity certification body will be competent to settle the case, based on the RAR-OCP procedures for settlement of the objections, complaints and appeals.

This agreement is valid until completion of certification process.

This agreement was prepared in 2 (two) original counterparts, one for RAR-OCP and one for the APPLICANT.

## Signatures

For RAR-OCP  
Executive Director of RAR-OCP  
Dipl. Eng. Constantin IONESCU

For the APPLICANT

Designated person