

### 1 The contracting parties

Registrul Auto Român - Direcția Generală Omologare de Tip și Certificare Produse – Direcția Certificare Produse (RAR-DGOTCP-DCP) Romanian Automotive Register – General Directorate of Type Approval and Products Certification – Directorate of Products Certification (RAR-GDTAPC-DPC), having its registered office in Calea Griviței no. 391A, district 1, Bucharest, having the account no. RO30RNCB0086023664390002 open with BCR, Grivița Branch, fiscal code RO 1590236, represented by ..., DPC Executive Director, through the Directorate of Products Certification (DPC) as a products conformity *certification body*

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

## AGREEMENT

### 2 The scope of the agreement

The scope of the agreement is constituted by the certification of the conformity 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 change of the data provided in the preceding paragraph because of the certification process does not require amendment of this Agreement.

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

Application for certification signed by the APPLICANT is part of this Agreement.

### 3 The performing of the Certification Activities

The activities referring to the certification process are performed according to the General Rules regarding the products certification, code RG-00 and to the other documents included in the DPC informative documents file, which were made available to the APPLICANT.

### 4 The obligations of the Parties

#### 4.1 DPC is bound:

- to perform the activities referring to the certification process of the product conformity according to the General Rules regarding the products certification, code RG-00;
- to keep the confidentiality in relation to other economic agents on the information stated by the applicant as protected, 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 notices of payment which include estimates of expenditure referring to the certification process stages.

#### 4.2 The APPLICANT is bound:

- to allow the access of the DPC representatives to all documents concerning the respective product;
- to assume full responsibility for the accuracy and truthfulness of the data presented, as well as for the legality and authenticity of all documents presented (analysis of data and documents submitted by the applicant does not undertake any responsibility or liability from DCP and does not remove the exclusive responsibility of the APPLICANT in case of any claim, litigation, criminal complaints, claims for compensation, etc.);
- to assume full responsibility for obtaining approvals, permits or approvals needed from other competent authorities or other natural or legal persons;

- to allow the access of the DPC representatives in all the sites where the product related activities for which the certification is requested are performed;
- to allow the DPC representative to take samples, at random, from the end of the manufacturing flow, from the stock of products prepared for delivery, from the warehouse or from the market;
- to insure, upon the DPC request, the transport of the taken samples;
- not to make any reference to the certificate before its official granting;
- to pay, in advance, the notices of payment which include estimates of expenditure referring to the certification process stages, sent by DPC;
- to pay, before finishing the certification activities, the notices of payment which include additional estimates of expenditure referring to the supplementary activities performed for reasons due to the applicant or due to changes in legislation or the evolution of prices and tariffs;
- to bear the accommodation expenses for the certification process activities which require the DPC representatives to travel in Romania;
- to bear the accommodation and travel expenses for the certification process activities which require the DPC 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 signing an addendum, or may be terminated before the expiration of validity, with the consent of both parties.

The agreement can be terminated unilaterally by DPC, without the intervention of the courts of law and without sending any notification, upon the APPLICANT'S failure to meet the undertaken obligations and the APPLICANT may be bound to pay damages to DPC.

Each partner of the agreement is liable in case of failure to meet the assumed obligations under this agreement.

The litigations shall be settled amiable. 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 DPC procedures for settlement of the objections, complaints and appeals.

This agreement is valid until the finishing of the certification process.

This agreement was prepared in 2 (two) originals, one for DPC and one for the APPLICANT.

### Semnături

DPC EXECUTIVE DIRECTOR

For the APPLICANT

Designated person