



CERTIFICATION CONTRACT GENERAL REQUIREMENT

This form is a continuation Certification Contract. When the [FR.11-EN-Certification Contract](#) was signed, this form was accepted by the contracting parties. In case of changes to the published documents, this change will be published at www.scaatex.com.

1. GENERAL CONDITIONS

- 1.1. Requests for changes in the technical and administrative conditions of the contract shall be notified in written to the parties within 15 working days at the latest.
- 1.2. If the contractual changes are not accepted by any of the parties; the parties arrange or cancel the contract.
- 1.3. This contract is putting in order and signed with 1 original and 1 copy. Original contract shall remain in SCA and copied contract shall be given to client. The legal validity of the contracts signed electronically is accepted by both parties.
- 1.4. This contract conditions are applicable for services that are in scope of SCA's certification and conformity assessment, audit, tests (when necessary).
- 1.5. These contract terms between SCA and the client; starting from the date of acceptance of the certification application),
 - ATEX 2014/34 / EU-Module B (Annex III) in the EU Type Examination Certification module; The certificate of conformity given by SCA is valid as long as the manufacturer produces the products specified in the contract.
 - ATEX/2014/34/EU – Module D(Annex IV): Conformity to Type Based on Quality Assurance of the Production Process
ATEX/2014/34/EU – Module C1(Annex VI): Conformity to Type Based on Internal Production Control Plus Supervised Product Testing
ATEX/2014/34/EU – Module E(Annex VII): Conformity to Type Based on Product Quality Assurance
Service Certification According to EN IEC 60079-17 Standard
Service Certification According to EN 60079-19 Standard
After the date of issuance of the document to the client in the modules, the certificate is valid for 3 years if the continuity of the current situation is ensured in the interim inspections.
 - ATEX/2014/34/EU – Article 13.1.b)(ii) - MODULE A (ANNEX VIII): Internal Production Control
ATEX/2014/34/EU – MODULE G (ANNEX IX): Conformity Based on Unit Verification
modules, the certificate is valid for 10 years from the date of issue.
- 1.6. For each of the parties during the continuation of this contract;
 - If the client does not fulfill the payments related to application, offer, audit and certification processes although notified in written to him/her.
 - The certification requirements in accordance with the 2014/34/EU Directive(ATEX) have not been fully defined or the obligations of the SCA have been partially removed.
 - Upon termination of the certification, in case of non-continuation of the production of the certified product, the contract may be terminated by the parties(without declaring the date of termination)
- 1.7. Except for the exercise of the costs incurred, all the controversies referred to in this contract shall be resorted to by lawful means if not in a well-intentioned manner.
- 1.8. This contract stands according to Turkish Laws and client shall apply Court of Justice of the Republic of TURKEY in İZMİR in any disagreement.

2. LIABILITIES

2.1. Liabilities of SCA

- 2.1.1. SCA is responsible for foreseen liabilities that are related clause of ATEX 2014/34/EU directive and TS EN ISO/IEC 17065 standard while SCA is conducting conformity assessment to product's technical conditions.
- 2.1.2. ATEX 2014/34/EU-D,E and C1 modules are obliged to comply with the obligations stipulated in the standard EN 80079-34.
- 2.1.3. Service Certification according to EN IEC 60079-17/EN 60079-19 standards are obliged to comply with the obligations stipulated in the related standard(EN IEC 60079-17 ve EN IEC 60079-19) and related IECEx operational documents.
- 2.1.4. The changes to the SCA certification rules (ATEX regulation / legislative change, revision, etc.) will be published on www.scaatex.com.

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- 2.1.5. After this contract is terminated or dissolved, all documents shall be kept for 10 (ten) years by both parties.
- 2.1.6. The absolute confidentiality of the information (test results, nonconformities, inspection reports) taken directly or from external sources and related to the client is maintained. Except for the information made public by the client or agreed between SCA and the client, all other information is considered as proprietary information and is considered confidential. Except for the information made public by the customer or agreed between SCA and the client, all other information is considered as proprietary information and is considered confidential.
- 2.1.7. SCA shall inform manufacturer or client for giving its confidential information, when necessary, As stated in Article 32 of the Regulation on ATEX 2014/34 / EU SCA may share the client's information without the client's consent with the Ministry of Industry and Technology. However, SCA will not share the client's information with other people or organizations except Ministry in accordance with confidentiality rules. The SCA will receive the client's consent before sharing confidential information about the client.
- 2.1.8. The SCA accepts all objections and complaints and ensures that they are examined in accordance with the relevant legislation provisions.
- 2.1.9. ATEX 2014/34/EU-Module B(Annex III) and Module G(Annex IX) after the completion of technical file and related tests in the documentation processes and the positive result of the SCA's review decision, the SCA will deliver the issued document/certificate to the client within 15 days.

During the certification processes of module ATEX 2014/34/EU-Module C1(Annex VI), Module D(Annex IV), Module E(Annex VII) and Service Certification according to EN IEC 60079-17 and Service Certification according to EN 60079-19 Standard, SCA shall provide, until 1 month after the expiry of the delivery of all the documentation of the facility, the conformity assessment process and submits the relevant document to the client.

ATEX 2014/34/EU- Article 13.1.b)(ii)-Module A(Annex VIII) is responsible for providing the document to the SCA service provider within 3 days after the submission of the technical file to the SCA in the file delivery certification.

SCA uploads the document / certificate to the ministry's web base (ONTEK system) before delivering it.

- 2.1.10. When the certification service is completed, the SCA will be able to add the client's logo at www.scaatex.com.
- 2.1.11. ATEX 2014/34 / EU - Module B (Annex III) and Module G (Annex IX) certifications; if the documents are insufficient and unsuitable or if the test results and conformity assessment are negative, SCA informs the client and the SCA will not refund to client.
- ATEX 2014/34 / EU - Module C1 (Annex VI), Module D (Annex IV) and Module E (Annex VII) certifications and Service Certification according to EN IEC 60079-17 and Service Certification according to EN 60079-19 Standard; In case there is no return to SCA from the client for the non-conformances within the specified period, the contract is canceled. The fee charged for inspection is not refundable.

In the event that the conformity assessment is negative (when it is determined that it does not comply with the relevant harmonized Standards or technical specifications), the SCA will inform the client and corrective actions will be requested. If the client does not apply corrective actions, the client will not be issued a certificate of conformity by the SCA. The fee charged for the audit is non-refundable.

ATEX 2014/34 / EU – Article 13.1.b)(ii)-In Module A certification; no refund is made, provided that the contract is not delivered technically after the signature of the contract.

- 2.1.12. SCA, when necessary, will execute tests or use subcontractor to execute tests to the equipment at ATEX 2014/34 / EU - Module B (Annex III) and Module G (Annex IX) certification processes.
- 2.1.13. In the event of an unexpected event, the amount of exemption included in the Professional Liability Insurance per event is paid by the SCA.
- 2.1.14. This contract stands according to Turkish Laws and client shall apply Court of Justice of the Republic of TURKEY in İZMİR in any disagreement.

3. INSPECTION AND CERTIFICATION SERVICES AND SERVICE DETAILS:

- 3.1. **Inspection/Certification Duration;** It is determined depending on the delivery of the documents included in the 5.4, 5.5 and 5.6 articles of the contract to SCA.

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- 3.2. **Subcontractor's Laboratory and Inspection / Test Activities by SCA;** The test activities are specified in the "Annex-1 LST.07-EN" attached to the contract. If there is any change in the subcontractor laboratory, the client will be informed.
- 3.3. **Place of Inspection;** The processes for the tests to be performed in the certification module are carried out at the subcontractor laboratories and SCA's workplace/laboratory.
- 3.4. **Service's planned start and termination dates;** After the client submits the technical file to SCA and the inspection/tests are completed, if the certification decision is positive, a certificate will be issued within 3 months at the latest.
- 3.5. **Service's regular examination activities;** SCA would examine that client behaves according to conditions of certifications at certification stage or at the end of the certification.
- 3.6. **Rules of Receiving a Sample;** Sample number will be determined after the completion of technical file and samples will be sent by manufacturer.

4. THE SUSPENDING OF THE DOCUMENT, WITHDRAWAL AND CANCELLATION

- 4.1. In the event that the client accepts the intermediate controls to be made by the SCA without showing any reason, the SCA is entitled to cancel/suspension/withdraw the document.
- 4.2. The certificate of conformity issued by the SCA is valid during the term of the contract. If the SCA cancels / suspends / withdraws the document or if the client applies for cancellation / withdrawal before the expiry of the document, the cancellation of the document / certificate will take place before this contract expires.
- 4.3. The client is informed by the SCA with the "**FR.71-EN-Nonconformity Declaration Form**" about the nonconformities detected during the technical file and product inspection process within the scope of Module B and Module G and the elimination period of nonconformities. The client will submit the actions to SCA within the time specified in the "**FR.71-EN-Nonconformity Declaration Form**". This period may be extended for 1 more month if the client provides a justifiable and valid reason.
- 4.4. The client is informed by the SCA with the "**FR.43-EN-Nonconformity and Corrective Action Declaration Form**" about the nonconformities detected certification process within the scope of Module D, Module C1 and Module E/service certification according to EN IEC 60079-17/EN 60079-19 standards and the elimination period of nonconformities. The client will submit the actions to SCA within 3 months from the date of the audit. This period may be extended for 1 more month if the client provides a justifiable and valid reason.
- 4.5. In case the nonconformities are not resolved within the period given to the client (3 months), if the process is at the first certification stage; certification process will be terminated by SCA and the contract will be terminated. In case the first certification completed and the nonconformities in interim surveillance audits are not resolved within the period given to the client; the document will be suspended by the SCA for a period of 6 months. If the nonconformities are not resolved within this period, the certificate will be canceled.
- 4.6. During compliance observing following delivery of the certificate, if the SCA determines that a product is no longer suitable, it will request the manufacturer to take appropriate corrective action and suspend or withdraw the client's certificate. If the manufacturer does not take corrective action or does not have the required effect, the SCA will reduce the scope, suspend or withdraw the certificate as necessary.

SCA is obliged to notify this situation to the relevant Market Surveillance and Audit Institution. Market Surveillance and Audit Institution may withdraw or recall the non-conforming product from the market.
- 4.7. It is determined by the SCA that the Certificate of Conformity or the SCA Logo does not ensure the conditions of use; that the client does not ensure the requirements for the effectiveness of the quality assurance system, or that these requirements are not ensured continuously by the client; in case it is determined that the client has not taken remedial measures in accordance with the conditions of the issuance of the document; SCA has the right to withdraw, cancel, suspend and narrow the scope of the document it has given to the client



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- 4.8.** Client; In case of doubt about the certification activity, will inform the SCA first and settle the agreement ways. If the agreement cannot be reached, appropriate measures will be taken by the SCA and the certificate will be withdrawn / canceled if deemed necessary.
- 4.9.** In case SCA cancels, suspends or withdraws the client's certificate, the client is obliged to terminate all kinds of advertising, promotion, etc. activities related to certification, to return the documents and related documents requested and to take necessary measures.