

1 The contracting parties

Registrul Auto Român-Organismul de Certificare Produse (RAR-OCP – Products Certification Body of RAR), having its 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 its registered office in ... having the account no. ... opened with ..., fiscal code..., represented by ..., as LICENCE HOLDER, concluded the following

AGREEMENT

2 Goal of the agreement

The goal of this agreement is verification, by RAR-OCP, of compliance with the initial conditions that led to granting certification, in relation to reference normative document(s) ... of the product / family of products ... type / code ..., series manufactured by ..., at the address ... , imported by, / packed by / and distributed by

In case of failure to maintain the initial evaluated requirements, RAR-OCP will suspend / withdraw the certification.

The Commitment regarding the use of the licence and the certificate of conformity of RAR-OCP, signed by the LICENCE HOLDER, is integral to the present Surveillance agreement, and noncompliance to its requirements leads to the suspension / withdrawal of the certification.

3 Conducting the Surveillance Activities

The surveillance activities are performed according to General Rules regarding the products certification, code RG-00, within the RAR-OCP Informative Documents Portfolio, code MDI-00.

4 Obligations of the Parties

4.1 RAR-OCP is obliged:

- to comply with the requirements provided for in General rules regarding the products certification, code RG-00, in performing the LICENCE HOLDER surveillance activities, scheduled and / or unscheduled;
- to provide the Surveillance plan to the LICENCE HOLDER;
- to publish, periodically, the suspended / withdrawn licences list;
- to send to the LICENCE HOLDER the payment notification which include estimate of charges referring to surveillance activities;
- to notify the amendments of the RAR-OCP documentation, valid during the certification period.

4.2 The LICENCE HOLDER is obliged:

- to pay, in advance, the payment notification which include estimate of charges sent by RAR-OCP for the surveillance activities, under the penalty of suspending the licence;
- to bear accomodation expenses, for the surveillance process activities which require the RAR-OCP representatives to travel in Romania;
- to bear accomodation and transport expenses, for the surveillance process activities which require the RAR-OCP representatives to travel abroad;

- to allow the unconditionated acces of the RAR-OCP representatives, during the scheduled or unexpected surveillance activities, in all locations where are performed activities related to the product subjected to the licence and to all documents relating to the product in question;
- to assume full responsibility for obtaining approvals, authorizations or agreements needed from other competent authorities or other individual or legal persons;
- to communicate their own points of sale or retail outlet, to RAR-OCP;
- to provide, upon RAR-OCP's request, the transport of the samples;
- to comply with the Regulation for the use of the RAR-OCP licence, certificate of conformity, certification marking and conformity mark, code RU-00, supplied previously within the RAR-OCP Informative Documents Portfolio, code MDI-00;
- to formulate claims regarding the certification, regarding only the domain for which it was granted;
- to inform RAR-OCP about the changes he intends to perform on the product/process and which affect the product design or normative documents, about the amendments of the normative documents in relation to which the product was certified, about the licensee structure or management changes, if relevant, as well as about any aspects which can influence the product compliance with RAR-OCP requirements;
- not to provide products to which the announced changes were applied, as being certified, without the written consent from RAR-OCP;
- to keep and make available for RAR-OCP representatives, upon request, the records of all the claims regarding the product conformity with the requirements of the reference normative documents and the records regarding the actions taken for settling the claims and any product deficiencies;
- not to make any reference to the licence, in case of licence suspension or withdrawal.

5 Final provisions

This agreement is valid within the validity period of the Licence no.

The agreement may be denounced unilaterally by the R.A.R.-OCP, without the intervention of the courts of law and without sending any notification, if the LICENCE HOLDER fails to meet the assumed obligations, or in case of certification withdrawal.

This agreement was prepared in two counterparts, out of which one copy with the RAR-OCP and one copy with the LICENCE HOLDER, both of them having value of originals.

Appendix – the surveillance plan (... pages).

Signatures

For RAR-OCP

For the LICENCE HOLDER

Executive Director of RAR-OCP

Designated person