

General Agreement

between

ALPHA at VDE
Certification Body at the
VDE Testing and Certification Institute

and

the holder of the certificate

regarding the surveillance of the products certified by ALPHA at VDE.

The surveillance by order of the certification body ALPHA ensures that the products are regularly inspected by competent experts and with effective measures pursuant to the ISO series of standards 9000 - 9004.

1. Basis of the contract

By giving the order for certification the holder of the certificate undertakes to properly carry out the inspection of the products mentioned in the certificate with his quality system, which should work pursuant to the ISO series of standards 9000 - 9004.

ALPHA at VDE undertakes to provide the ALPHA registered test laboratories with LOVAG Test Instructions and LOVAG Test Report Forms and other supporting results from working groups from ALPHA at VDE.

2. Specification of services

2.1 Task

The inspection ensures that the certified products of current production substantially correspond to the equipment on which the type test was based so that no inadmissible deviations are to be expected as the result of retests.

2.2. Performance standard during the inspection

The documentation of the quality measures must include records of deviations and complaints and at any time enable an assessment if and to what extent the inspected object conforms to the basis of certification and to existing standards.

The documentation must contain records of deviation and complaints. Assessors must be given access to the documentation.

2.3 Documents

For the inspection the LOVAG Test Report Forms which were used for the certification apply as a reference standard with their measurement values.

2.4 Personnel requirements

The holder of the certificate confirms that the personnel who have been used for carrying out quality assurance tasks are competent and adequately trained.

3. Remuneration

The holder of the certificate confirms that he will carry out the inspection tasks defined in this contract at no cost for the certification body.

4. Warranty

The holder of the certificate guarantees the appropriate performance of all services of this contract according to the state of science and technology.

In the case of errors or deficiencies regarding the inspection measures the holder of the certificate shall indemnify the certification body against all resulting costs.

5. Liability

A liability of the certification body ALPHA due to faulty inspection measures of the holder of the certificate is excluded.

6. Termination

This contract can be terminated by both parties with a notice period of three months becoming effective at the end of the quarter. Certificates to which this contract refers become invalid upon expiration of the notice period.

7. Collateral clause

Changes or amendments to this agreement have to be in writing.

If one or more of the provisions of this agreement are invalid, this shall not affect the validity of the remaining provisions of this agreement. In such a case ALPHA and the holder of the certificate shall replace the invalid provision by a valid provision which will have effects that come as close as possible to the original provision.

The law of the Federal Republic of Germany shall apply.

..... dated

..... dated

(ALPHA at VDE)

(Holder of the certificate)