

# Special Conditions of Sales and Delivery

## Inspection and Testing Services

### 1. Test location and Control Objects

- 1.1 In an inspection or test assignment, the Customer must provide free electricity 400 V 25 A 50 Hz and / or 230 V 10 A 50 Hz at the control object location.
- 1.2 Customer undertakes, at the workplace where the Assignment shall be performed, to designate a contact person who on behalf of Customer has the right to give and receive binding directives concerning the Assignment and to attest any time sheets.
- 1.3 In the case of a lift inspection, the Customer/owner or owner's representative must supply competent assistance that enables access to the lift installation and verification of functions that are mandatory for inspection, free of charge for Kiwa. In the event of a failure to carry out a planned inspection, Kiwa is entitled to charge for the waiting time.
- 1.4 It is Customer's responsibility to ensure that the control object will be available in such a way and to such an extent that the Assignment can be carried out. If the Customer does not fulfill the conditions imposed by these Special Conditions the Control Object is not considered to be available for inspection. The penalties for Customer of a Control Object not made available for inspection is subject to paragraph 2 below.
- 1.5 In accordance with applicable laws and regulations the owner of a Control Object shall make sure that the Control Object is available for inspection. This responsibility include for Customer to ensure that the Control Object is well cleaned, that there is adequate lighting, that any insulation or other material concealing the Control Object is removed, that there is lifting devices and lifting assistance for handling of the Control Object. The enumeration in this clause of what is included in the Customer's responsibility is not exhaustive but only of exemplary generating character.
- 1.6 Customer shall designate personnel to control or drive Control Object to the extent so required. If such personnel are not available, Kiwa is entitled to cancel the Assignment or to the extent it is possible, take over the control or driving of the Control Object. In the latter situation, the Customer is considered to automatically have approved Kiwa's conduct by failing to ensure that there was staff on hand for the purpose.
- 1.7 The customer must also provide Kiwa with room in their local for the time Kiwa requires to stay at the Customer to perform the Assignment. In addition, the Customer shall give Kiwa access to a washroom and office space with internet access.
- 1.8 Customer is responsible for the safety of the place where the Assignment shall be performed, which

among other things includes responsibility for ensuring that spaces accessed are ventilated, protective devices, railings and scaffolding meets the Work Environment Act and other applicable laws and otherwise is effective from inspection and testing standpoint. To the extent that special equipment is required for the Assignment, the Customer shall provide it free of charge. Examples of special equipment are customer-specific equipment, person lifts or test weights for load tests. This condition takes precedence over Kiwa's "General Sales and Contract terms and Conditions", paragraph 2.

- 1.9 Nothing in the Agreement or Kiwa's General- or Specific Sales and Contract terms and Conditions shall be construed as if Kiwa takes over or assumes the responsibility that Customer has under laws and rules.

### 2. Responsibility for Control Objects those are not available for inspection or testing at the agreed time

- 2.1 To the extent that the Customer does not fulfill its obligations under paragraph 1 above, and the shortage is so significant that a Control Object, according to Kiwa, is not available for the agreed inspection or testing, Kiwa may declare the object "not available for inspection". In case Kiwa considers the Control Object not available for inspection or testing, Kiwa shall notify the Customer.
- 2.2 In cases where Kiwa declares a Control Object not available for inspection, Kiwa has no responsibility for errors or omissions that may be detected in the Control Object after this time.
- 2.3 For control items declared not available for inspection, Kiwa is entitled to compensation for hours worked and expenses, as follows from paragraph 5 of the General Conditions.

### 3. Activities Kiwa performs with approval from The Swedish Radiation Safety Authority (SSM)

- 3.1 In Assignments that involves working with radioactive substances and x-ray equipment Kiwa shall ensure that staff used in the Assignment has required permits for such activities and that the limitations ascribed to radiation are not exceeded.
- 3.2 It is Customer's responsibility to ensure that his staff follows the instructions and safety regulations provided by Kiwa during Kiwa's Assignment.
- 3.3 Violation or disregard of established rules and instructions from Kiwa may lead to Kiwa suspending its work. Customer shall bear any additional costs incurred due to such circumstances.

## Certification

### 4. In general

- 4.1 "Certification" means certification of pressure equipment, machinery and lifts with associated safety components, people and processes in accordance with the applicable modules in EU directives.
- 4.2 Further information is available under business description on Kiwa's webpage.

### 5. Certification process

- 5.1 Upon request, the Customer is entitled to receive information and details about the certification process.

### 6. Use of certification logos

- 6.1 When a product has been certified in accordance with EU Directives, the Customer is entitled to affix Kiwa Sweden AB's Notified Body number (0409) in connection with the CE mark and on documents linked to the certified object.
- 6.2 Incorrect references to the certification system or misleading use of licenses, certificates, labels, may lead to re-examination of issued certificates.

### 7. List of certificates

- 7.1 A list of certificates is available from Kiwa and can be obtained for a fee.

### 8. Customer's undertakings

- 8.1 Customer undertakes to
  - a) Follow the provisions applicable to the certification and to implement any changes in these provisions.
  - b) Investigate any complaints regarding certified products, take the necessary corrective measures, and keep a record of complaints.
  - c) Arrange for and ensure that the product to be certified can be assessed.
  - d) In cases where Certification covers mass production, manufactured products continuously meets the requirements.
  - e) Make a complaint against the Certification merely within the current certification area.
  - f) Not to use the Certification in order to discredit Kiwa or make statements that could be perceived as unfair or misleading.
- 8.2 In case of withdrawal of Certification, Customer shall immediately cease to refer to certification and on request from Kiwa return the materials and documents regarding the Certification.
- 8.3 Customer may only use the Certification to show that products are certified and that they meet the requirements of specific standards.
- 8.4 To the extent the Customer wishes to refer to the Certification in marketing and advertising, this must be done in accordance with Kiwa's instructions and requirements. Certification may not be used in a misleading manner.

- 8.5 Copied certificates and related documents provided by the Customer to third parties must always be reproduced in its entirety.
- 8.6 Customer undertakes to promptly inform Kiwa if the requirements set for the Certification no longer are met by the Customer.

### 9. Complaints

- 9.1 Complaints against Kiwa should preferably be submitted in writing to local office or to the Kiwa Quality Department. Kiwa will acknowledge receipt of the complaint and appoint a liable person within the quality department as responsible for the investigation. Kiwa will in writing inform the complainant of the outcome of the investigation and any further action.

### 10. Appeals

- 10.1 The Customer can appeal against a decision issued by Kiwa under accreditation according to ISO/IEC 17020, ISO/IEC 17021-1, ISO/IEC 17024 or ISO/IEC 17065 for up to fourteen (14) days after the date of notification of the decision.
- 10.2 An appeal shall be addressed to:  
Kiwa Sweden AB  
Quality Department  
P O Box 7178  
170 07 Solna
- 10.3 Kiwa handles appeals as follows:  
The Quality Department appoints the case administrator and acknowledges receipt of the appeal. The case administrator investigates the case. In the course of the investigation both Kiwa staff and the appellant may be heard. The case administrator will present the case to the Quality Department and makes a recommendation for a decision. The case is discussed within the Quality Department and the final decision is taken by the Quality Manager. The decision is communicated in writing to the appellant. The decision cannot be appealed.

## Training

### 11. Cancellation

- 11.1 Training Assignments may be cancelled up to (14) days prior the training course, but with a right for Kiwa to receive reimbursement for 50% of the agreed course fee. Cancellations made later than fourteen (14) days prior the start date will be charged in full. The Customer has the right to replace registered participant with another person without charge.
- 11.2 In case of too few notified participants Kiwa has the right to cancel a planned training course. In such case, the Customer is entitled to recover the full course fee. If cancellation is made 3 days or later before the scheduled course start, the Customer will also be entitled to reimbursement for any expenses that maybe incurred, such as booked travel for participants.