

Standard terms of conformity assessment contract

20.03.2025

Standard Terms and Conditions of Conformity Assessment Contract (hereinafter the Contract) provide Kiwa Estonia OÜ (hereinafter "Kiwa Estonia") and customer rights, responsibilities, obligations and also general requirements of conformity assessment.

1. GENERAL PROVISIONS AND DEFINITIONS

- 1.1 Contract- submitted application together with the terms and conditions.
- 1.2 Kiwa Estonia- certification body, certifying the products;
- 1.3 Client- who applies or holds the certificate (s) issued by Kiwa Estonia.
- 1.4 Certificate- document issued to the Client to prove that this product has been evaluated and tested in accordance with the requirements of the Directive.
- 1.5 Parties– Kiwa Estonia and Client.

2. CLIENT'S OBLIGATIONS, RIGHTS AND LIABILITY

- 2.1. Client is obligate to:
 - 2.1.1 Follow the laws of the Republic of Estonia and comply with all provisions of this Contract.
 - 2.1.2 Always fulfil the certification requirements, including implementing appropriate changes when they have been notified by the Kiwa Estonia.
 - 2.1.3 Make all necessary arrangements for conducting an assessment (eg submitting the documentation).
 - 2.1.4 Not use the certificate (s) in a way that could compromise the Kiwa Estonia and not make statements on conformity assessment that Kiwa Estonia may consider misleading or unauthorized.
 - 2.1.5 Use the certification only in compliance with the scope of the certification.
 - 2.1.6 Stop activities (incl. the use of advertising materials) and references to the Kiwa Estonia or to the certification of the product upon suspension, withdrawal or termination of the certification.
 - 2.1.7 Provide copies of the certification documents in their entirety to third parties.
 - 2.1.8 Keep the record of all complaints related to the compliance with certification requirements and take appropriate action to investigate such complaints and take actions for eliminating the deficiencies and make these records available to the Kiwa Estonia upon request.
 - 2.1.9 Advertise the certified product, use the conformity mark and product information in accordance with Kiwa Estonia's requirements as in clauses 2.1.4 to 2.1.7 of this Contract.
 - 2.1.10 Inform Kiwa Estonia, without delay, of any changes that may affect its ability to conform with the certification requirements (change in organization, structure, location, modifications to the product, key managerial decision-making or technical staff).
 - 2.1.11 Allow the Kiwa Estonia to involve observers when providing the service.
 - 2.1.12 Pay for the services provided by Kiwa Estonia in accordance with paragraph 6, even if the product does not meet the requirements and the certificate can not be issued.

3. KIWA ESTONIA OBLIGATIONS, RIGHTS AND LIABILITY

- 3.1. Kiwa Estonia is obligate to:

- 3.1.1 Follow the laws of the Republic of Estonia and comply with all provisions of the contract.
- 3.1.2 Conduct conformity assessment for the Client's products in accordance with the scope specified in the application.
- 3.1.3 In case of positive outcome of the certification, issue the certificate to the Client.
- 3.1.4 Inform the Client of changes related to the certification.
- 3.2 Kiwa is right to:
 - 3.2.1 Disclose the information about the Client certification and scope of certification (e.g. suspension, withdrawal or termination of certification) on the Kiwa Estonia's web page www.kiwa.com/ee.
 - 3.2.2 Terminate certificate if:
 - 3.2.2.1 The Client has intentionally disseminated false information.
 - 3.2.2.2 There exists evidence that the certificate has been based on fraud, forgery or inaccurate data.

4. APPOINTMENTS AND COMPLAINTS

- 4.1 Appeals and complaints can be present on Kiwa Estonia's website at www.kiwa.com/ee.

5. CONFIDENTIALITY

- 5.1 The Parties are obliged to ensure the confidentiality of all information and documentation and will not disclose it to third parties without the permission of the other party, except for the information provided by the law, the Estonian Accreditation Centre, or if the Customer makes it publicly available.

6. SETTLEMENTS

- 6.1 The Client pays the conformity assessment fees (s) to the Kiwa in accordance with Kiwa Estonia's valid pricelist or quotation.
- 6.2 The Client pays all payments to Kiwa Estonia's current account in accordance with the invoices submitted by Kiwa Estonia after receipt of the invoice(s).

7. LIABILITY

- 7.1 Kiwa Estonia is only liable for the work that has been carried out by the Kiwa Estonia or under its responsibility and the Kiwa Estonia particularly does not warrant data received from third parties if it has not been stated explicitly that these data were examined by the Kiwa Estonia and found to be correct. However, if the Client, or a third party who acts as the Client supplier, accepts recommendations, designs, sketches, drawings, models, specifications, etc. from the Kiwa Estonia, whether or not after its own examination, the Kiwa Estonia is no longer liable for any damage or loss caused by the application of such recommendations, designs, etc.
- 7.2 Kiwa Estonia will be obliged to compensate the direct damage or loss only. Direct damage or loss will not in any instance include: trading loss, loss of production, loss of turnover and/or profits, decrease in value of products or sums that would have been included in the performance costs had the order been carried out properly from the start.

- 7.3 The Kiwa Estonia is only liable towards the Client for damage or loss limited to twice the amount due pursuant to the agreement. In the case of continuing performance contracts, liability will be limited to twice the amount due in the last six months. Liability will in no event exceed a sum of €25,000.
- 7.4 The limitations of the Kiwa Estonia liability do not apply if the damage or loss was caused by intent or gross negligence (in the meaning of willful recklessness) of Kiwa Estonia or its management.
- 7.5 Any liability on the part of the Kiwa Estonia expires after two years have passed, to be calculated from the day of termination of the Agreement or part of the Agreement, unless the Client has instituted legal action against the Kiwa Estonia within these periods.

8. CONCLUSION AND TERMINATION OF THE CONTRACT

- 8.1 The Contract shall enter into force on the date on which the application is submitted by the Client's authorized representative and is valid end of the validity term of the certificate or until the termination of the contract.
- 8.2 Kiwa Estonia has the right to cancel the Contract unilaterally if the Client fails to comply with the obligations in the Contract.
- 8.3 A Contract is deemed to be terminated if it is not possible to issue a conformity assessment certificate.
- 8.4 Kiwa Estonia has the right to unilaterally amend these Standard terms of conformity assessment and publish the revised Standard Terms of conformity assessment at Kiwa Estonia's website at www.kiwa.com/ee.

9. FINAL PROVISIONS

Any dispute arising from the Contract shall be resolved by negotiation. If the negotiations do not give positive results, then disagreements will be resolved in accordance with the legislation of the Republic of Estonia.