

**PERSONEL PROTECTIVE EQUIPMENTS**  
**(2016/425/EU)**  
**PRODUCT CERTIFICATION OFFER**

**For: ECT Productions GmbH & Co. KG**  
**Philipp-Kachel-Str. 42a 63911 Klingenberg / Germany**

**Offer Nr. CE-PPE-3742**

1. OFFER

- 1.1. The prices for EU Type Examination Certificate and testing services limited to the essential requirements given in the Annex ZA of harmonized EN 149+A1:2009 standard(s). In addition for Category III products, it includes prices for Module C2 or Module D certification according to the preference of the applicant. The certification of the products depends fully on meeting the requirements in the relevant standards.

2. CERTIFICATION REQUIREMENTS (for Category III Products)

- 2.1. UNIVERSAL CERTIFICATION will organise all necessary requirements to conduct the certification audit and inform the client in advance with an audit plan.
- 2.2. Client will do all arrangements for the audit including access to all areas, records and personnel for conducting product certification audit.
- 2.3. Client will select one of the following modules up to his preference;

☒ Module C2

☐ Module D

- 2.4. Only the certificates published on UNIVERSAL CERTIFICATION web site [www.universalcert.com](http://www.universalcert.com) will be valid, any certificate which is not published as "valid" on UNIVERSAL CERTIFICATION web site is invalid and UNIVERSAL CERTIFICATION has no responsibility on such certificates.

3. PRICES and PAYMENT

- 3.1. Testing Prices: 10.000 USD (VAT is not included)

(For testing services limited to the essential requirements given in the Annex(es) ZA of above standards.)

Testing prices shall be paid with the delivery of the samples.

- 3.2. Certification Price (Type Examination Certification): 5.000 USD (VAT is not included)

Certification prices shall be paid in advance of the issuance of the certificate.

- 3.3. Surveillance Audit Prices (Module C2 or Module D): 2.000 USD (VAT is not included)

Surveillance prices shall be paid by the client one week advance of the audit to be conducted.

In case the client prefers Module C2, the necessary testing fees will be separately invoiced to the client, and this invoice shall be paid by the client.

The expenses of the UNIVERSAL CERTIFICATION audit team (travel and accommodation) will be separately invoiced to the client, and this invoice shall be paid by the client. (For Category III products).

- 3.4. Certificate prices in different languages:

The price for certificates to be issued in different languages than Turkish and English will be 150 € Plus VAT. Turkish and English certificates are free of charge)

4. VALIDITY

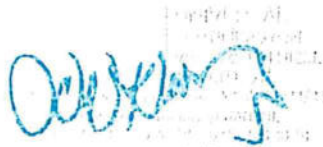
This offer is valid for 15 days form the offer date.

Authorised signature and stamp will be acceptance of this offer by the client

Fullname and Position  
Stamp & Signature

Date

UNIVERSAL CERTIFICATION



18 / 11 / 2020

ECT PRODUCTIONS GMBH & CO. KG  
CO. KG

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18.11.2020





## PPE PRODUCT CERTIFICATION AGREEMENT

### 1. PARTIES

- 1.1. **Notified Body:** UNIVERSAL SERTİFİKASYON VE GÖZETİM HİZM. TİC. LTD. ŞTİ.  
Address: Necip Fazıl Bulvarı Keyap Sitesi E2 Blok No:44/84 Yukarı Dudullu Ümraniye, İstanbul / TURKEY  
Phone: +90 216 455 80 80 Fax: +90 216 455 80 08 eMail: [info@universalcert.com](mailto:info@universalcert.com)  
hereinafter referred as "Notified Body".
- 1.2. **Applicant Body:** ECT Productions GmbH & Co. KG
- 1.3. **Address:** Philipp-Kachel-Str. 42a 63911 Klingenberg / Germany  
Phone: +49(9372) 9809-700 Fax: +49(9372) 9809-719 eMail: [info@ect-solutions.de](mailto:info@ect-solutions.de)  
hereinafter referred as "Manufacturer".
- 1.4. **Manufacturer :**  
*(If the Applicant Body is the Manufacturer please leave empty)*  
Address:  
Phone: Fax: eMail:
- 1.5. **Legal Basis of the work:** 2016/425 EU Personal Protective Equipments Regulation.  
Lagal basis will be indicated by terms as "Regulation" and standard clauses.

### 2. SCOPE OF THE CONTRACT

- 2.1. This contract specifies the conditions on the certification and the use of the certificates according to the regulation. The technical scope is the certification of ECT A011141 models according to EN 149:2001+A1:2009.
- 2.2. For products in Category III, the preferred conformity assessment model is:  
☒ Module C2: Conformity to type based on internal production control plus supervised product checks at random intervals set out in Annex VII of Regulation;  
☐ Module D: Conformity to type based on quality assurance of the production process set out in Annex VIII.
- 2.3. This contract is valid only for certifications published on UNIVERSAL CERTIFICATION web site [www.universalcert.com](http://www.universalcert.com) and any certificate not published this web site will not be valid and UNIVERSAL CERTIFICATION will have no responsibility on such certificates. Information on any certificate issued under the rules of this contract shall be published on UNIVERSAL CERTIFICATION web site including the validity of certificate such suspension and withdrawal.

### 3. GENERAL RULES

- 3.1. EU Directive / Regulation on Personal Protective Devices is an integral part of this contract. The manufacturer, who signs this contract stipulates to fulfil all rules mentioned in this contract under all conditions.
- 3.2. All legal, financial and technical responsibility remains on the manufacturer related to the product and use of issued certificate under this contract.
- 3.3. The manufacturer, shall inform UNIVERSAL CERTIFICATION in advance on any change its address, legal structure or any plan for the change of product, and act according to the UNIVERSAL CERTIFICATION decision on the change.
- 3.4. The manufacturer take all necessary action to allow UNIVERSAL CERTIFICATION to access areas and records (i.e. internal audits, management reviews) and test reports related with the product to enable audits and resolution of any complaints.
- 3.5. The manufacturer shall not give declarations, such may damage the reputation of UNIVERSAL CERTIFICATION or may cause adversely the authorisation of UNIVERSAL CERTIFICATION.

- 3.6. The manufacturer shall limit its claims of certification status only to the products within the scope of this contract.
- 3.7. The manufacturer shall not use any documentation, report or marks of certification in a misleading manner, shall follow this contract and regulation rules.
- 3.8. Any certificate issued under this contract will be under ownership of use for the manufacturer and cannot be transferred to any other entity. The legal responsibility of the misuse of the certificates by 3<sup>rd</sup> parties remains on manufacturer.
- 3.9. The manufacturer shall keep all records required by clause 8 of regulation on market surveillance and other technical regulations for a period starting from the production date or imported date to the end date stated in the relevant regulations. The manufacturer shall present any of such records when asked by authorized entities.
- 3.10. The certification of the products in Category II will be based on issuance of EU Declaration of Conformity by the manufacturer, following the EU Type Examination issued by a Notified Body as stated on Article 19 of the Personal Protective Equipments Regulation.
- 3.11. UNIVERSAL CERTIFICATION may conduct tests on the samples taken from the market, production or warehouses. The manufacturer will be informed on the test results. The expenses of the tests will be invoiced to the manufacturer.
- 3.12. The manufacturer declares that it will follow all rules stated in the regulations within the scope of this contract and will inform UNIVERSAL CERTIFICATION in advance on any change in the factory production system.

#### 4. CERTIFICATION RULES

- 4.1. UNIVERSAL CERTIFICATION shall issue certificates in case the test results fulfils the relevant standard requirements and other technical requirements are met by the manufacturer / product.

#### 5. SUSPENSION OF CERTIFICATION

- 5.1. The manufacturer shall stop immediately any advertisement which includes a reference to the certification and deliver back the certificate to UNIVERSAL CERTIFICATION in one month in case of a suspension or withdrawal of the certificate.
- 5.2. The certification can be suspended with the decision of UNIVERSAL CERTIFICATION Certification Committee not longer than 6 months, for the following listed cases:
- The voluntary request of the manufacturer,
  - Inappropriate test results within the surveillance activities,
  - Not following the certification rules,
  - If certification or testing fees are not paid.
- 5.3. Suspension of certificate decision can be taken by UNIVERSAL CERTIFICATION Committee. The manufacturer shall be informed on suspension decision in written. UNIVERSAL CERTIFICATION may extend suspension duration once and maximum for three months with the decision of the Certification Committee.

#### 6. TERMINATION OF SUSPENSION

- 6.1. The manufacturer will inform UNIVERSAL CERTIFICATION in written that the reasons for suspension are corrected. In this case UNIVERSAL CERTIFICATION may conduct an audit to verify that the corrective actions for suspension reasons are effective. If corrective actions are found effective then the suspension will be removed.
- 6.2. Suspension may also be removed according to the successful results of the conducted tests. If the suspension reasons cannot be corrected then rules for withdrawal of certificate shall be followed.
- 6.3. Suspension and removal of suspension decisions shall be informed to manufacturer and also Notifying Authority in written.



## 7. WITHDRAWAL OF THE CERTIFICATE

### 7.1. The certificate will be withdrawn in the following cases;

- Request of the manufacturer,
- Bankruptcy of the manufacturer or end of the production under certification,
- Change of the legal entity of the manufacturer,
- The manufacturer refuses suspension conditions,
- The manufacturer does not take necessary corrective actions for suspension reasons,
- If the test results are not successful in the end of suspension period,
- If the manufacturer uses the certificate beyond its scope in a misleading manner,
- If the manufacturer not found in the given address on the certificate,
- If the manufacturer makes illegal change on the certificate and annexes,

### 7.2. In case the certificate is withdrawn, the manufacturer shall fulfill the following responsibilities;

- Shall stop using UNIVERSAL CERTIFICATION certificate and marks,
- Disclaim any rights with the certification,
- Pay any remaining certification or testing fees.

### 7.3. The manufacturer shall stop using UNIVERSAL CERTIFICATION mark on any written or electronic media and advertisement within 1 month from the withdrawn date. Otherwise UNIVERSAL CERTIFICATION will use legal rights to recover any commercial and reputation loss also inform the Notifying Authority.

## 8. PRICES and PAYMENT

### 8.1. Certification Price: 15.000 USD (VAT not included)

The price for evaluation of the fulfilment of products, in the scope of this contract, of requirements set out in the Annex(es) ZA of the relevant standards and evaluation of fulfilment of other requirements set out in corresponding EU regulations. This price shall be paid in advance of the issuance of the certificate.

### 8.2. Surveillance Audit Price: 2.000 USD (VAT not included)

The price for the yearly surveillance audit performed each year after the issuance of the certification and shall be paid before the audit. (For Category II products surveillance audit prices does not apply)

### 8.3. The price for certificates to be issued in different languages than Turkish and English will be 150 € Plus VAT. Turkish and English certificates are free of charge).

### 8.4. For Category III products, in the case of Module C2 preference the test expenses of the products taken from market, production or warehouses will be invoiced to the manufacturer.

## 9. COMPLAINTS AND APPEALS

### 9.1. Complaints and appeals on the certification services

The complaints and appeals can be delivered in written (preferred) or oral to UNIVERSAL CERTIFICATION during or after the certification service.

All complaints and appeals will be handled by UNIVERSAL CERTIFICATION within one month after the complaint or appeal date.

### 9.2. Complaints about the manufacturer

All complaints about the manufacturer in written or oral shall be recorded by UNIVERSAL CERTIFICATION. The manufacturer shall inform UNIVERSAL CERTIFICATION in written within one month after information about the actions taken related with the complaint. The manufacturer shall have its own system for handling of complaints.

UNIVERSAL CERTIFICATION will inform the client on the actions taken by manufacturer.



**10. LEGAL AND MAILING ADDRESSES**

- 10.1. The addresses in this contract will be legal mailing address for both parties. The registered and reply paid posts to these addresses are accepted to be legal notices.

**11. CONFLICTS**

- 11.1. The conflicts on the application of this contract the competent court shall be in İstanbul Turkey.

**12. CONTRACT DATE AND VALIDITY**

- 12.1. This contract is four (4) pages and composed of (twelve) 12 clauses.  
12.2. This contract is prepared in two copies (one original copy to each party), read, agreed and signed.  
12.3. The contract is valid with the date of signatures of both parties.

UNIVERSAL CERTIFICATION

ECT PRODUCTIONS GMBH & CO.  
KG

Fullname and Position

Stamp & Signature

Date

18 / 11 / 2020

18.11.2020

released  
19.01.2021