GENERALLY CONDITION OF A CONTRACT

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1.Generally Condition of a Contract Force:

The Generally Condition of a Contract and QM System Control and Certificate Limited Liability Company (**Company**)- INTRODUCTION (1.) refered on the a basis of Directives and Standards- between the **Applicant**s and for the **factory produtcion certification** which are valid for relative contracts.

The Company's activity which is mentioned above basis on the contract and get through with premeditated fixed prices in public.

1.1. Company Certificate:

The Factory Production Control based on the Standard prescription which is part of the Company's scope of activity.
The **Factory Production Control Certificate** issued by the Company provied that it is used in practice a Technical Specification for conformity regulation is drawing up a Factory Production Control system by the manufacturer.
The inspections and controls are able to used for the product conformity which were issued by the manufacturer.
The activity certification means the initial inspection of the factory and the Factory Production Control, continuous surveillance and the certain audit project.

1.2. Manufacturer/Applicant duties:

The Manufacturer/ Applicant in the contract determined the scope of the certificate all documents (adjustment, justificative records etc.) which are issued to the Company and that is to the conformity.
The Manufacturer/ Applicant's task and responsibility to provide all of documents with the reality for the auditor/expert which are neccessary for the inspetcion.
The Manufacturer/ Applicant duty is to help continually the Notified Body on the scope of audit with competence follower and adequate place.
The date of the audit survey is an agreement and if the audit is needed to be canceled because of the Manufacturer/ Applicant defect, thus the Manufacturer/ Applicant is bound to refund the tariff.
(In the case of making an new agreement the deadline is modified in the contract).

1.3. The Company responsibility:

The Assessment and Verification of Constancy of Performance of the Factory Production Control accomplished by professional workers to the best of their knowledge.
The Certificate of the Factory Production Control issued by the Company which does not reduce on itself, own account for putting into market of the manufacturer to produce adequate product or to supply.
The Company is not encharge with the third party, not being in recognition of the certificate or the owner of the certificate and responsibility for not expected.
The Company assumes responsibility by right only if there is resulted in any damage a deliberate and gross negligence.

1.4. Confidential managment of the details and information:

The Company obligate itself and the employers to manage confidential the information which concers the Manufacturer/ Applicant. In addition of that for the third party is given any information in a written agreement by the Manufacturer/ Applicant except only the statutory supply of data commitment.
The Company complies with copyright (if there is any) int he case of performances order.

1.5. Experts selection:

Experts are selected and employed the basis on up state professional, suitable with adequate experiences by the Company. Agree with the Manufacturer/ Applicant a expletive expert is needed to be if there is Vis major or complaint from the Manufacturer/Applicant.

2.Expert process elements:

The following audits can be accomplished the duration of Company's attestor activity:

- document test*
- fore audit
- certification audit*
- surviellance audit**
- regenerative audit***
- post audit
- special audit

Comment:

- ** binding elements for the factory and factory produtcion control*
- *** binding elements for the kept valid certificate and continouos supervision*
- ****binding for the certificate extension and restriction*

3.The certificate issue:

The certificate can be issued by the manager decesion so far as the certification audit statement is the system and it is brought into an adequate regulation by the Manufacturer/ Applicant. The certificate issue is not able to take a place by means of legal action it is not possible to have an action at law.
The certificates are signed by the director on the Company's authority.
The certificate by regulated to the REGULATION (EU) No 305/2011 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 9 March 2011 Regulation (1. Certificate of Conformity).

The Certificate of Conformity is including:

- Company address, name
- Manufacturer/ Applicant address, name
- Details of the products which are suppose to be in the Factory Production Control and contract for work
- Prescription which are suitable for the product above
- Terms of products utilization
- Certificate identification
- Date of issue
- Time and terms validity
- Signer name and address

The owner of the certificate automatically submit to have necessary procedure for the certificate force.(supervisory, extraordinary audit etc.)

3.1 Certificate validity and maintenance of validity:

The validity of the certificate is said on the certificate with the conditions of validity.
The signatoires make another different agreement for the maintenance validity which is based on the Technical Specification .The validity of the certificate is able to be kept by the continuous control and assessment of the Factory Production Control. The Manufacturer/ Applicant is able to claim in this way to the Company in writting one (1) month before expiry the validity of the certificate.In the fact that the conditions of the certificate are not materialized and the commitments of the Manufacturer/ Applicant are not gratified.
There is stringent record about the certificate which is also available for the third party by the Company. If there is any abuse with the certificate, the attestor receives a letter of reminder about the abandonment . The certificate is immediately retraction and is made public by the Company, if the implied conduct is not abolished.

4. Manufacturer/ Applicant:

The certificate is the Manufacturer/ Applicant's copyright. All of details in the certificate are able to be used on the Supplier Declaration of Conformity however about the product is not able to have any misleading detesting which makes the user deceive.

5. Audits interruption:

If the audit process becomes to the impossibility it can be interrupted by the auditors who work for the Company. It is duty of the Manufacturer/ Applicant to reimburse the Company for it cost. After the abolition of the impossibility reason the process is able to continue. The contract is able to be modified if the established circumstances deman it.

6.Complaint, appeal:

6.1. An „Appeal Authority" runs by the Company.
The members are the director and the counsel of the Company.
The duty of the Appeal Authority(AA) is to take the right view of things for the Manufacturer/ Applicant and for the Company and also to assure the settlment out of court.
6.2. If the inspection of Manufacturer/ Applicant and/or during the certificate activities the Manufacturer/ Applicant realizes any unfavourable events or the inspection and/or certification process ended up with a negative result. In that case with complaint and appeal should be turned to the Certification Office.
The manager of the Certification Office is obliged to investigate the complaint/appeal.
During the inspection of the process and results, notice needed to be taken.
The manager of the Certification Office impartially with investigation is revealed the reason of the complait/appeal and also defined the corrective, preventive measures relating to the reason. If the inspection is come across undoubtly that the complaint/appeal takes part of the inreal basis and the reason is not the Company's nonconformity activities, the Office for registration is being informed in an ample, circumspect letter of reminder. If the result of the inspection is refered to the fact that during the inspection and/or certification activity which was accomplished by the Company or an incorrect decision takes a place. The complaint/appeal in letter and the notice from the inspection is presented to the Appeal Authority by the manager of the Certification Office.
As the result of the certification process, the Appeal Authority duty comes to the decision which is connected with the complaint/appeal inspection by the manager of the Certification Office.

6.3 Complaint/Appeal presentation:

- There is a possibility to hand in the complaint/appeal to the manager of the Certification Office in thirtee (30) calendar days from date of delivery, if the decesion of the inspection and/or certificate procedure result, or a negative affecting notice was given to the Manufacturer/Applicant.
- The complaint/appeal is in letter of remanding to the Company address but ont he name of the Certificative Office (138-142 Soroksári Street,1095 Budapest) posted or handed it over personally
- The complaint/appeal is able to be handed by the Manufacturer/ Applicant or by the representative
- The authorization of the representative has to be attached if the complaint/appeal is handed in by the representative

6.4 Preparation of the Appeal Authority:

- AA holding meetings according to necessety
- The document which is related to the judgement is sent in five (5) business days from the complaint/appeal date to the legal representative by the director/manager
- The date and place of the meeting is ruled by the AA

6.5. Complaint/Appeal judgement:

- Either the announcment is handed in after deadline or with person who has no authorized for the complaint/appeal, it is refused without any inspection on the merits of a case by the Company
- The decesion and also the previous procedure is completely inspected by the AA which is based on the appeal that is directed againts the decision.
- The first degree decision:
  - Approval
  - Cancel or change

- AA sit behind closed doors
- AA meeting is conducted by the manager
- The result of the decision based on consensus
- Minutes of the meeting including:

  - Meeting date and palce
  - Participent name and capacity
  - Agenda
  - Decision making wording/ textual

- The minutes of the meeting signed by the director and the legal representative
- The Complainer/Appealant and the participents of the first degree have to be informed with the decision making which was made in the AA meeting. It is needed to be sent by post in five (5) business days.

7. Terms of payment:

The Manufacturer/ Applicant undertakes him/herself to settle down the payment of the certification result independently which was given int he contract after the execution by the Company.
In the case the Manufacturer/ Applicant withdrawns he/she defrays the cost to the Company which is not able to be less than 10 per centof the cost.
The cost pledge is fixed ont he valid tariff.

8. Judical competence:

All of legal dispute in any case which is connected with the Company certification procedur is stipulated the competence.
Court of Budapest II District (1035, Budapest 2 Miklós Street)