

SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCT TESTING AND CERTIFICATION SERVICES

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1 CONDITIONS FOR VALIDITY OF A SERVICE

Measurement results stated in a test report shall apply only to the sample(s) tested. The conditions for the validity of the certification of products are described in the following two documents for the customers' of SIQ services:

- a) Product certification (CP206); and
- b) Certification of gaming devices (CN412).

2 VALIDITY OF AN OFFER PRICE

The offer price does not include the costs of retesting needed in the event the product fails to meet the applicable requirements and needs to be repaired/reworked by the applicant. If after the examination of the application and before the fulfilment of the order SIQ establishes that the actual costs of the service will be higher than the agreed offer price due to incomplete or improper information provided by the applicant for the preparation of the offer, SIQ shall have the right to change the agreed price and inform the applicant of the change who shall agree with it.

After the request for product testing and certification (application) is filed, the applicant may demand further information concerning the price and completion date of a testing and certification procedure. In such cases, SIQ submits to the applicant the requested information in writing before the beginning of the testing and certification procedure.

SIQ shall be informed of the cancellation of the order by the applicant in writing.

In the case of electrical safety testing, the offer price is valid provided the essential parts have already been tested and certified.

3 ORDER SPECIFICATION

The applicant shall place an order with SIQ for a particular type of service on a pre-prepared application form. If the applicant does not specify applicable standards or procedures to be carried out, SIQ shall select applicable standards or procedures with regard to the type of a product or target markets, if the latter is known. By signing the application form, the applicant binds itself to cover the costs of the implementation of the ordered product testing and certification.

4 DECISION RULE

The decision rule describes how measurement uncertainty is accounted for when stating conformity with a specified requirement.

Unless the applicant or the test method defines the decision rule to be applied in recording test results and stating conformity with a specified requirement, the decision rule applied to »conforming/non-conforming« in test reports shall be based on simple acceptance ($w = 0$, $AL = TL$). The result »conforming« indicates that the values were measured within the defined acceptable limits, without applying measurement uncertainty, based on the »accuracy method«, IEC guide 115, procedure 2.

5 CONDITIONS TO COMMENCE ORDERED ACTIVITIES AND ORDER FULFILMENT

SIQ shall commence the ordered services after the application for product testing and certification is fulfilled, the required technical documentation, samples or tools for testing are delivered to SIQ, and a Pro-forma invoice is settled, if issued and enclosed to the offer.

SIQ shall issue the invoice for a completed service after the ordered testing procedure is concluded or when it is impossible to continue the testing due to detected nonconformities in the product. SIQ shall regularly inform the applicant of any deviations from the planned progress of the work.

If nonconformities are detected in the product during the testing or certification procedure, the applicant shall eliminate them within 90 days after being informed of that by SIQ. If such is not the case, SIQ may conclude the procedure and invoice the fulfilled part of the ordered service.

6 DELIVERY, TRANSPORTATION, AND RETURN OF SAMPLES AND DOCUMENTATION

The applicant shall deliver testing samples to SIQ.

After the testing, the samples are returned to the applicant or are handled in line with the applicant's requirement recorded on the product testing and certification form. The applicant shall collect the sample delivered to SIQ within 30 days after receipt of notification to do so. If this is not the case, SIQ shall charge the applicant demurrage of 1,25 EUR per sample per day (net of VAT). SIQ shall inform the applicant in writing of the commencement date of charging the demurrage. If the applicant does not collect the samples within 90 days after receipt of such a communication, SIQ issues an invoice for the demurrage while the samples are destroyed without compensation before a special commission.

In specific cases and by agreement, SIQ can carry out testing, partially or entirely, outside its premises, i.e. in the field or at a manufacturer's premises, taking into consideration certification scheme rules, where they exist.

7 LIABILITY FOR DAMAGED SAMPLES

SIQ shall not be held liable for damages on the samples due to applied destructive test methods. These are common in the field of electrical safety testing and electromagnetic compatibility, for example, electrostatic discharges. The possibility of the application of destructive test methods shall be brought to the attention of the client by SIQ before the testing itself.

8 TERMS OF PAYMENT

The applicant shall receive a test report, certificate and other issued documents upon full settlement of the invoiced amount.