

The purpose of this document is to ensure that the obligations and responsibilities of the¹ (**as inspection body**) and the client are clearly defined.

Client

The company, institution or organization requesting service procurement from the DANEM-TEST, Industrial Service Department whose mailing address and details are given in FRM-PC-004 Offer – Contract Form.

The Inspection Body

The conformity assessment, inspection, supervision and testing organization that responds to the service request the details of which are given in FRM-PC-004 Offer – Contract Form.

Scope of Services

Please refer signed FRM-PC-004 Offer – Contract Form for Scope of Services.

Client Obligations:

1. To always fulfil the inspection requirements including implementing appropriate changes when they are communicated by the inspection body.
2. Assigning the technical team to guide the inspection body from the beginning of the work to the end,
3. Providing complete and accurate information and documents that the inspection body may need at all stages,
4. Providing field requirements, protective equipment, training and information and the environment within the scope of the legal legislations applicable in country which inspection is performed, including the inspection body Team's responsibility for occupational health and safety at the CLIENT site,
5. Keeping the element, equipment, facility or process to be inspected for the inspection, supervision, conformity assessment and testing activities to be performed by the inspection body ready for inspection by the inspection dates (in accordance with the requirements, if any, specified by the inspection body),
6. Keeping ready the technical detail difference table indicating the differences between the test sample from each product/type group and the other models by the date determined for the test, analysis, measurement and inspection,
7. In case the product test is to be carried out in the laboratory, shipping and installing the related products to the related laboratory, keeping qualified personnel for technical support and covering the related costs,
8. In case the product tests are to be performed outside the laboratory, covering the expenses of the related test equipment and the test personnel for transportation, accommodation and similar likely expenses,
9. Providing the necessary office environment / equipment's, internet, printer, scanner and similar needs for the inspection body's team as an office needs,
10. Providing emergency and first aid services if necessary
11. CLIENT is responsible for any legal sanctions that may arise from improper use of the test report or type-approval certificate.
12. It is the responsibility of the CLIENT to maintain the positive results the Report/Certificate of which is issued and/or confirmed by the test-analysis results.
13. To continue to fulfil the product requirements, where inspection applies to ongoing production.
14. To make all the necessary arrangement for
 - The conduct of the evaluation (the activities that need to be performed in order to determine inspection)
 - The conduct of surveillance (if required)
 - Providing the ability for the inspection body to examine documentation and records, and give access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors.
 - Investigation of complaints
 - The participation of observers, if applicable.
15. To not use its inspection reports in such a manner as to bring the inspection body into disrepute and does not make any statement regarding its inspection reports that the inspection body may consider misleading or unauthorized.
16. To discontinue its use of all advertising material that contains any reference thereto and takes action as required by the inspection scheme and takes any other required measure.

¹ This contract is valid for all DANEM TEST subsidiaries whose details are referenced.

17. To comply with all the requirements of the inspection body or as specified by the certification scheme when making reference to its inspection in communication media such as documents, brochures or advertising.
18. To comply with any requirements that may be prescribed in the inspection scheme relating to the use of marks of conformity, and on information related to the product.
19. To keep a record of all complaints made known to the client relating to compliance with inspection requirements and make these records available to the inspection body when requested.
20. To take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for inspection, and document the actions taken.
21. To inform the inspection body, without delay, of any changes that may affect its ability to conform with the inspection requirements, including but not limited to the following:
 - The legal, commercial, organisational status or ownership,
 - The organisation and management (eg key managerial, decision making or technical staff),
 - Modifications to the product or the production method,
 - Contact address and production sites,
 - Major changes to the quality management system.

Inspection body obligations:

22. To undertake all inspection activities impartially, not allowing commercial, financial or other pressures to compromise impartiality.
23. To identify risks to its impartiality on an ongoing basis and take mitigation measures to eliminate or minimize such risks.
24. To not offer or provide management system consultancy or internal auditing to its clients where the inspection scheme requires the evaluation of the client's management system.
25. To not state or imply that inspection would be simpler, easier, faster or less expensive if a specified consultancy organisation is used.
26. To perform all inspection activities in a non-discriminatory way, and make its services accessible to all applicants whose activities fall within the scope of its operations.
27. Conducting or carrying out test, inspection, supervision, control and conformity assessment according to the reference documents,
28. Informing the client in the event that incomplete or incorrect information is given by the client,
29. Preparing relevant reports regardless of whether the test, inspection, supervision, control and conformity assessment is positive or negative,
30. The responsibility of the inspection body for the entire scope mentioned above is limited to the terms and conditions specified in the "DANEM-TEST Quality & Standardization Certificates Issuing Services LLC's Inspection Services Terms and Conditions" sent as an attachment to this offer or referenced to our web page.
31. In the event that the inspection body provides some or all of the service defined in Offer - Contract Form to its approved subcontractors for certain reasons, this information will be submitted to the CLIENT's approval and the responsibility of the service belongs to the inspection body.
32. To treat all information received during the performance of inspection activities as confidential (except for information that the client makes publicly available, or when agreed between the inspection body and the client, or when the inspection body is required by law).
33. To make information about the rights and duties of applicants and clients available on request, as well as information in respect of procedures for handling complaints and appeals.
34. DANEM-TEST Quality & Standardization Certificates Issuing Services LLC's Terms and Conditions of Inspection Services apply, accessible via this link: www.danem-test.com .

Fees Details

35. The Inspection Body's working hours are between 08:00 - 17:00 on weekdays. Overtime cost 1.5 times the normal hourly salary rate is charged for the services performed outside these hours.
36. In the case of services performed on weekends and public and national holidays, in addition to the overtime payment described above, double amount of an ordinary employees/daily salary according to the duration of the services will be invoiced to the Client.

37. The offer provided by FRM-PC-004 Offer – Contract Form is valid for 30 (thirty) days.
38. After approval of this offer, analysis, test, measurement, inspection or conformity assessment services will be performed in the places and on the dates which the inspection body and the Client together have agreed upon and confirmed verbally or in writing. If the products cannot be provided for any reason other than the inspection body at the date and place confirmed together, the inspection body shall be entitled to receive the man/day service fee for that date and invoice it to the Client. In the case the services are performed the inspection body is entitled to receive the entire service fee regardless of the result of the services. In case of nonconformity and the need for re-inspection, it is entitled to receive the man/day service fee and invoice it to the Client.
39. If the project cannot be completed within 6 (six) months after the proposal approval (for reasons not caused by the inspection body), the project file is closed, and the inspection body is entitled to receive all service fees stated in Article 5. The period for the removal of nonconformities resulting from the related services is 1 (one) month, If the nonconformities are not removed within this period, the project will be closed, and the services will be offered again for the product where nonconformity occurred.
40. Travel expenses (0.35 EURO x km), accommodation costs and other expenses that may arise during the inspection belong the customer and will be invoiced to it by the inspection body.
41. The fee may change when a scope of work outside the declared scope is performed or when there are differences in standards.

Force Majeure

42. Situations that prevent the work from proceeding and cannot be attributed to the parties, such as extraordinary natural events, state of war, partial or general mobilization, judicial and/or administrative sanctions, are considered force majeure. Epidemic diseases, which are on the agenda of Türkiye and the world and have become pandemics, now completely prevent work from being done and the number of cases increases unpredictably; If full closure is to be implemented, this situation is also considered force majeure. Political events and exchange rate fluctuations that may occur in Türkiye are not considered force majeure.
43. The inspection body and / or the CUSTOMER, in case of investigating force majeure that will prevent the performance of the service for a long time, inform the customer within one week at the latest when the force majeure occurs, and investigate the force majeure reason and its consequences, if necessary extend service period, If there is a period that cannot be foreseen, either of Parties informs its explanations about this in written statements.
44. If the service cannot be completed on time due to force majeure, the periods may be extended for some or all of the services upon the written agreement of the Parties. If the force majeure continues during the extension period, even if the service is not completed as agreed in the contract, the service fees and the expenses incurred until then are paid to the inspection body by the CUSTOMER. The parties have agreed that the inspection body cannot be held responsible for services that cannot be completed, unfinished or not performed at all due to force majeure, and that the customer cannot claim compensation for services that cannot be completed, and that the services cannot be made by third parties on behalf and account of the inspection body.

OTHER ISSUES

45. All findings and information obtained during the audit, as well as information about the CUSTOMER obtained from sources other than the customer, shall not be shared with third parties without the written consent of your party (except for the stipulated and mandatory situations). You can reach our privacy policy on our website.
46. The parties shall keep the personal data transmitted to them confidentially in accordance with the UAE Law, especially the Personal Data Protection Law and the relevant legislation, will use the personal data in a limited manner and for a limited period of time, and only for this Agreement. It accepts and declares that it will use the services to the extent necessary for the fulfilment of the services and will delete, destroy or anonymize, except for legally obligatory cases, following the disappearance of the reasons for processing.
47. The inspection body and the CUSTOMER shall comply with the Occupational Health and Safety Rules while performing the services under this contract.
48. In cases where EIAC (Emirates International Accreditation Center) is necessary and applicable, in cases where the accredited services provided by the inspection body need to be examined on site, it is the CUSTOMER's responsibility to allow the collection of such information about the inspection body in field or office and to provide the appropriate environment for it. (This issue is carried out by EIAC for the purpose of collecting information about the inspection body and no fee is charged to the CUSTOMER.)

49. You can reach the information regarding the inspection body's accreditations within the country and abroad on our website.
50. Any damage caused to the customer's devices or facilities by the inspection body, except for the ordinary inspection / testing services and resulting from intention shall be borne by the inspection body.
51. The CUSTOMER will be informed if all or part of the tests are performed in the laboratories contracted by the inspection body.
52. Considering the daily foreign currency rate of the UAE Central Bank, we kindly request you to deposit in one of our accounts above the service fees, after the specified service, inspection, inspection, certification and training date, in accordance with the conditions specified in Article 6, and submit the bank invoice of this payment to us.
53. In case the fee is in foreign currency, the relevant invoice shall be issued by taking into consideration the foreign currency rate of the UAE Central Bank on the invoice date.
54. In case of any dispute, UAE Courts and Execution and Bankruptcy Offices are authorized.
55. Since this offer contains a set of technical information (know-how) of the inspection body, it shall not disclose such technical information to third parties, in particular to competitors of the inspection body, shall keep it confidential, shall not disclose it to any person in any way, either directly or indirectly, or provide any direct or indirect access to such technical information, regardless of whether the proposal is accepted or not. Otherwise, legal and criminal liability belongs to CUSTOMER and it must therefore cover all the damages incurred by the inspection body without need for further warning and notification.
56. The inspection body reserves the rights to change the terms defined in Article 9, when it deems necessary.
57. When this offer is signed, it is considered as contract. The stamp duty tax arising from the contract is not included in the offer price. It will be additionally invoiced to the customer.
58. With the approval of this offer, the client is deemed to have accepted, declared, undertaken and guaranteed the terms specified below. These are:
 - a. Acceptance of the inspection body's General Terms and Conditions, included on the last page of this offer or published on our website,
 - b. Acceptance of completion of preparations in full.
59. For more information about DANEM-TEST Quality & Standardization Certificates Issuing Services LLC Group, please visit our website at www.danem-test.com.