

JUSTERVESENET GENERAL TERMS OF AGREEMENT FOR TESTING AND CERTIFICATION (not valid for Module F)

1. These general terms are written in Norwegian and English. The Norwegian version is the valid version in case of interpretation.
2. The terms of this agreement govern the relationship between the customer (applicant) and Justervesenet (JV) for certification assignments given to Justervesenet as Notified Body (NB) according to **modules B (type examination), G (unit verification), and D (declaration of conformity to type based on quality assurance of the production process)**, but also for other similar assignments as for example Modular Evaluation according to Welmec guide 8.8. Module F (conformity of type based product verification) have own specific terms of agreement and can be read and downloaded at our website www.justervesenet.no.
3. The manufacturer or the manufacturer's authorized representative can be the applicant. Authorized representative means any natural or legal person established within the EEA who has received a written mandate from a manufacturer to act on his behalf in relation to specified tasks.
4. Applicant/Customer may apply to only one notified body for the same measuring instrument type when applying for a module B and/or module D conformity assessment. A confirmation in writing must be presented by the applicant to JV (see clause B page 3).
5. JV's application form shall be completed by the applicant when applying for MID or NAWI conformity assessment (JV-130.05) and when applying for Modular evaluation according to Welmec guide 8.8 (JV-130.09).
6. The applicant shall make available all necessary documentation needed according to the actual directive. When testing is performed the applicant shall be helpful and cooperate with JV to make the testing performed in a practical and efficient way. This could for example be practical arranging, making necessary equipment or tools available and providing needed personnel. The applicant shall also make available for JV the needed number of samples for testing.
7. On application for Module D the applicant shall make available all necessary documentation. On the initial audit/inspection visit and later on periodical surveillance audits the applicant shall make available all needed quality system documentation, quality records, qualification records on personnel. The applicant shall allow JV entrance for inspection purpose to the location of manufacture, inspection, testing and storage.
8. The applicant must, if necessary arrange for an observer, for example from a third party accreditation body, to participate in the audit visits. Such observer is bound to observe professional secrecy (as described in the NAWI and the MID), not disclosing any confidential information received in connection with the application. According to Norwegian law, the professional secrecy may be set aside in case of lawsuit in a Norwegian Court. JV is also obliged to ensure that other co-operating bodies or subcontractors involved in the assignment instruct their staff to observe the equivalent professional secrecy.
9. The manufacturer shall fulfil all demands given in the directives with regards to use of the CE conformity marking and the supplementary metrology marking and all other information related to the measuring instrument.
10. The manufacturer shall inform JV, which keep the technical files for the EU certificate, of all modifications to the approved measuring instrument that affect the measuring instrument/equipment conformity to the actual directive or the certificate validity. Such modifications shall require additional approval in form of an addition to the original EU certificate.
11. For module D the manufacturer shall inform JV up front about any intended changes in their quality system. Justervesenet will evaluate any proposed changes and decide whether the modified quality system will continue to satisfy the requirements in the actual directive or whether a reassessment is required. Justervesenet shall notify the manufacturer of its decision and the notification shall contain a conclusion of the examination and the reasoned assessment decision.
12. If the manufacturer, after an approval and certification, change the construction or the functionality of the approved measuring instrument without notifying JV the certificate/approval may be withdrawn. The certificate/approval may also be withdrawn if in the future it is found that the measuring instrument does not fulfill the required directives. The Norwegian Law of Administration Act/ Civil Services Act (Forvaltningsloven) is in such cases valid with regards to appealing the decision. The Norwegian Ministry for Trade, Industry and Fisheries shall be informed immediately when certificates are withdrawn and if an appeal is raised.
13. If in the future it is found that one manufacturer, already approved according to module D, does not meet the requirement in the directive, the certificate/approval may be withdrawn or JV can order the manufacturer to perform corrective action to fulfill the requirement within given time limits. The Norwegian Law of Administration Act/ Civil Services Act (Forvaltningsloven) is in such cases valid with regards to appealing the decision. The Norwegian Ministry for Trade, Industry and Fisheries shall be informed immediately when certificates are withdrawn and if an appeal is raised.
14. If the certification is withdrawn, it is the responsibility of the manufacturer/applicant to stop all commercial advertising with reference to the certification.
15. The certification documents should not be copied and distributed other than in full version.
16. The manufacturer/applicant for Modul D shall keep records of all complaints, made known to them, related to the compliance with certification requirements and make these records available to the notified body when requested. The manufacturer/applicant shall also take and document appropriate action with respect to such complaints or any deficiencies found in products that affect compliance with the requirements for certification.

17. The manufacturer/applicant shall not use its product certification in such a manner that it could bring the notified body into disrepute and does not make any statement regarding its product certifications which the notified body may consider misleading or unauthorized.
18. If the manufacturer/applicant disagree on a certification decision made by JV he may complain directly to JV.
The Norwegian Law of Administration Act/ Civil Services Act (Forvaltningsloven) is in such cases valid with regards to appealing the decision.
19. Applications not covered by JV's scope as Notified Body: If the equipment complies with the relevant standards or is in accordance with the customer specification, JV can issue a test certificate, test report or similar. For example when verification is performed according to Welmec guide 8.8 (Modular evaluation) where JV may issue "Evaluation certificate" or "Part certificate" and belonging reports.
20. In an application where JV is working as a Notified body JV cannot offer consulting assistance in developing measuring instruments for the applicants, manufactures or suppliers. However, JV can evaluate suggested solutions.
21. JV is responsible for performing testing, issuing test reports and/or visit reports. If the results of the examinations are according to valid standards or other agreed specifications, JV is responsible for issuing the relevant certificate(s).
22. Justervesenet normally use, if nothing else is agreed, «Simple acceptance» (shared risk) as decision rule when deciding conformity. Welmec guide 4.2 (www.welmec.org) recommend, unless otherwise is stated in harmonized standards or normative document, that decision-making in conformity assessment, when accounting for uncertainty in testing, follow the shared risk principle. This decision rule is described in publication ILAC-G8:09/2019 (www.ilac.org). For more information about the decision rule and the measuring uncertainty please contact Justervesenet certification group. Applicants may ask for another decision rule to be use. In suchlike it must be agreed with Justervesenet, in writing.
23. When evaluating legal software used in measuring instruments and measuring system Justervesenet use Welmec guide 7.2 and Welmec guide 7.5 and for Software Risk assesement for Measuring instruments Welmec guide 7.6 is used as guidance.
24. JV reserves the right to subcontract parts of the testing or the assessment to other competent laboratories and/or certification bodies. In such cases, the applicant shall be informed.
25. The JV staff, subcontracters staff and observers are bound to observe professional secrecy (as described in the NAWI and theMID), not disclosing any confidential information received in connection with the application. According to Norwegian law, the professional secrecy may be set aside in case of lawsuit in a Norwegian Court. JV is also obliged to ensure that other co-operating bodies or subcontractors involved in the assignment instruct their staff to observe the equivalent professional secrecy.
26. Documentation from testing and certification shall not be made public (ref. the Norwegian Freedom of information law: Off.lov. § 13 jfr. Forv.lov § 13.2.) except the certificates of conformance (NAWI and MID module B and D). These certificates shall be announced in public (on www.justervesenet.no).
27. The test samples may, as results of testing, be physical damaged. JV is not economically responsible for such damage on the test samples.
28. JV is responsible for measuring instruments and other test equipment when they are stored in JV's premises or are in JV's possession. JV is not responsible for indirect loss as defined in the Norwegian law of sales § 67(2).
29. **NB-assignment:** If the measuring instrument fulfill the given directives, JV shall issue a certificate of conformity in English based on the tests and examinations performed. If the measuring instrument is meant to be used in Norway only, the certificate could, in addition, be issued in Norwegian.
30. If some tests does not comply with the requirements in the standards the applicant/customer will be notified in writing as soon as possible after the actual tests are performed. JV and the customer then will agree on further progress. If the customer wants the tests to be repeated, the measuring instrument first needs to be modified. If it is decided not to proceed with the needed tests the assignment/order shall be closed and a final invoice sent to the customer.
31. In cases where the measuring instrument is in a developing phase and the measuring instrument is not tested physically, an evaluation by JV of documentation only will not be a guaranty for a final approval. JV is not economically responsible for such evaluations.
32. The Customer is legally responsible for payment of the order/assignment. By signing these general terms the customer is obliged to pay JV for performing the agreed order in accordance with agreed prices. The Customer is obliged to pay for the work performed and other expenses with the purpose of issuing a certificate, even if such document cannot be issued, whether being due to the tested sample, the manufacturer or the customer.
33. JV reserve the right to terminate applications where no activity is registered from the customer during 3 months or in other occasions where it is most suitable for the purpose to terminate the application.

34. Price/Cost for the order is to be agreed between JV and the applicant, and is normally based on time spent and the current hourly rate. Additional expenses related to needed travelling and daily allowances (hotel, food...), renting of needed tools and equipment, freight of equipment, insurance, customs and expenses due to the use of subcontractors will be invoiced the applicant.
35. JV may require payment in advance. This will be agreed with the applicant/customer in front of the assignment and in such cases the balance will be settled upon completion of the order.
36. All assignments/orders will be invoiced the applicant periodically with regard to used time and expenses as the order proceeds, for example every month. A final invoice will be sent when the certificate is issued or when the assignments/orders are terminated for other reasons. If a fixed price is agreed, no more than the fixed price will be invoiced as long as all assumptions of the fixed price agreement are fulfilled.
37. If the application is cancelled by the applicant, JV can invoice the applicant for used time related to the application, used cost related to the application and/or losses of income related to the cancelling of the application.
38. Cancelling, postponing or rebooking of already agreed assignment where JV needed reference standard or other equipment to performed the job and where this reference standard or other equipment where reserved for this assignment:
 - a. If the applicant cancel, postpone or rebook already agreed assignment where reference standards or other equipment disposed by JV are reserved especially for this assignment, and this happen less than or equal to 21 calendar days before agreed start date of the measurement JV can invoice the applicant a fee equal to 8 hours at the current hourly rate.
 - b. If any cost is already generated/incurred or if JV has already used time on the application, JV will invoice the applicant this cost accordingly and invoice the applicant for the time spent, using the current valid hourly rate.
 - c. If the applicant cancel, postpone or change already agreed assignment where reference standards or other equipment disposed by JV are reserved especially for this assignment and this happen more than 21 calendar days before agreed start date of the measurement, the applicant will not be invoiced a fee, but if any cost is already generated/incurred or if JV has already used time on the application, JV will invoice the applicant this cost accordingly and invoice the applicant the time spent, using the current valid hourly rate.
 - d. In cases like this JV will evaluate the situation case by case and will do their best to make the consequence for the applicant and themselves as low as possible by trying to use reserved personnel and equipment on other jobs if any.
39. Payment shall take place within 30 day after the issuing date of the invoice. An invoice reminder will generate a late fee according to Norwegian Law 13. May 1988 no. 26 § 19 and Norwegian Law 14. July 1989 no. 562 § 1-2. If payment is performed after due date of the invoice, a penalty fee is calculated according to Norwegian Law 17. December 1976 no. 100.
40. Any disputes regarding these terms will primarily be resolved by negotiations between the parties. If this fails to succeed, the dispute should be decided by the ordinary courts, unless the parties agree to arbitration. Any dispute is to be settled in accordance with Norwegian law. The legal venue is the Municipal Court of the City of Oslo.

The below point A (and in addition point B for a module B and/or module D application) must be filled in and signed by the applicant/customer and returned to Justervesenet before the application can be opened.

A. We hereby declare that the above terms are read, understood and accepted.

Date:City

Company name:

Applicant's legally binding signature

Signatory name in capital letters:

B. We hereby declare that the same application has not been lodged with any other notified body (only necessary to fill in when module B and/or D is applied)

Date:City

Company name:

Applicant's legally binding signature