

JUSTERVESENET GENERAL TERMS OF AGREEMENT FOR MID/NAWID VERIFICATION/CERTIFICATION 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 F (Product verification).
3. The manufacturer or the manufacturer's authorized representative can be the applicant for Module F.
4. 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.
5. Justervesenet's application form shall be completed by the applicant when applying for MID or NAWID conformity assessment.
6. The manufacturer shall take all measures necessary so that the manufacturing process and its monitoring ensure conformity of the manufactured measuring instruments with the approved type described in the EU-type examination certificate and with the requirements of this Directive that apply to them
7. 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.
8. The applicant shall agree and arrange for JV to have an observer (for example from an accreditation body) participating during the testing. The 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 testing.
9. The manufacturer shall comply with all requirements regarding use of the CE marking and the supplementary metrology marking and other demands given in the directive.
10. The manufacturer shall inform JV, which keep the technical files with regards to the module F testing, about all changes which may affect the measuring instrument conformity or the certificate validity. Such changes may demand additional testing and/or revision of the original certificate.
11. The manufacturer shall immediately inform JV about any changes or occurrence which could influence the manufacturer's ability to fulfil the requirements for certification.
12. If changes are made in 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 the certification is withdrawn, it is the responsibility of the manufacturer/applicant to stop all commercial advertising with reference to the certification.
14. The certification documents should not be copied and distributed other than in full version.
15. 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.
16. 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.
17. In an application where JV is working as a Notified body JV cannot offer consulting assistance in developing measuring instruments or measuring instrument systems for the applicants, manufactures or suppliers. However, JV can evaluate suggested solutions
18. 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).
19. JV reserves the right to subcontract parts of the testing or the assessing to other competent laboratories and/or certification bodies. In such cases, the applicant shall be informed.
20. 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.

21. 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.).
22. The test samples may, as results of testing, be physical damaged. JV is not economically responsible for such damage on the test samples.
23. JV is responsible for the measuring instruments 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).
24. If the measuring instrument fulfill the given directives, Justervesenet 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.
25. 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.
26. The assignment will be invoiced the applier. The applier is legally responsible for payment of the order/assignment. By signing these terms, the applier is obliged to pay JV for performing the agreed order in accordance with agreed prices. The applicant 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 applier or the manufacturer.
27. 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.
28. Price/Cost for the application/order is normally based on the valid guiding pricelist at the time when the order is performed or based on used time and the current hourly rate at the time when the order is performed. The guiding pricelist is found on the JV website (www.justervesenet.no) or can be supplied on request. 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/customer.
29. Verification module F will normally be performed within 8 week after receiving a written application. Verification of small installations, like for example scales for use in stores, will normally not require booking of test time in advance. For application on bigger installations Justervesenet will contact you for booking of test time.
30. If it is found that the application of module F is a booking error, for example if the measuring instrument already has a valid declaration of conformity according to MID or NAWID and/or if it is not possible to perform the verification due to that the measuring instrument is not fully installed or ready and/or if the order for other reasons 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 application.
31. 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.
32. 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.
33. All assignments/orders will be invoiced the applicant/customer 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.

34. 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.
35. 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 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: