

# SERVICE AGREEMENT

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# 1 Introduction

The company Certification Entity for Renewable Energies, S.L. (CERE) offers a complete service for the testing, inspection, certification, simulation and verification of converter, inverter, tracker, power plants, medical device, in-vitro diagnostics, aesthetics, software, domestic, information technology, industrial and machinery.

CERE has a technical team of more than 30 employees with more than 10 years of experience in testing and certifying these products worldwide.

CERE is accredited by:

- A2LA (ILAC/IAF) To verify the updated scope visit the website <https://cabportal.touchstone.a2la.org/index.cfm?event=directory.detail&labPID=E3ABDACD-C1D5-4380-A494-869FEB96E484>

- IECCE CB Scheme as CBTL (CB Testing Laboratory) and NCB (National Certification Body) To verify the updated scope visit the website: [https://www.iecee.org/dyn/www/f?p=106:9:0:::FSP\\_ORG\\_ID:22917](https://www.iecee.org/dyn/www/f?p=106:9:0:::FSP_ORG_ID:22917) and [https://www.iecee.org/dyn/www/f?p=106:26:0:::FSP\\_ORG\\_ID:25555](https://www.iecee.org/dyn/www/f?p=106:26:0:::FSP_ORG_ID:25555)

- MET as NRTL (Nationally Recognized Testing Laboratories) by OSHA (Occupational Safety and Health Administration): <https://www.osha.gov/dts/otpc/nrtl/met.html>

- ENAC (ILAC/IAF). To verify the updated scope, visit the website: <https://www.enac.es/documents/7020/a6c085d8-cb9d-4c0d-8eeb-df63c4bb4a20> and <https://www.enac.es/documents/7020/d88bb1be-f02d-4b9c-9d57-a31d99b373ff?version=1.0>

- <https://sunspec.org/sunspec-certified-authorized-test-laboratories/>

- SII testing laboratory for PV inverters (Israel)

- RETIE approved certification body for PV inverters (Colombia)

CERE participates in the next standardization committee:

- Spanish committee of P.O. 12.3 for wind and PV plants.

- Spanish committee of EU 2016/631 implementation
- TC 88 Wind turbines. > Project IEC 61400-21, Grid connection > Project IEC 61400-22, Certification standard > Project IEC 61400-27, Modelling
- TC 120 Electric Energy Storage Systems Committee. • WG 5 Safety considerations
- FGW Technical Guidelines: TR3 (Testing), TR4 (validation) and TR8 (certification)
- CTN 209 / SC 62 "Electrical Equipment in Medical Practice"
- Committee of UL 60601-1 "Electrical Equipment in Medical and Dental Practice".
- TC82 photovoltaic systems.
- SC77-210, Conducted perturbation.
- SC CISPR-210. Radiated perturbation.
- SC 65, cybersecurity of industrial products.
- SC69, Electric vehicle charger.
- CTN217, Electrical generating systems.
- SC8A, High integration of renewable energies assessments.

CERE will send all information in non-encrypted electronic format.

Client (hereinafter the Client) has contacted CERE (hereinafter CERE) for the services described under the Offer to obtain the result/s, report/s and/or certificate/s.

The services described below in Methodology and Scope attend to the modules of evaluation of product described in the following Regulations and Directives:

- Regulation Medical Device 2017/745 (Directive 93/42/CEE)
- Regulation In Vitro Diagnostic Medical Device 2017/746 (Directive 98/79/CEE)
- Directive Electromagnetic Compatibility 2014/30/UE (EMC/CEM)
- Directive Low Voltage 2014/35/UE (LVD/DBT)

- Directive General Product Safety 2001/95/CE (DSGP)
- Directive Restriction of the use of certain hazardous substances in electrical and electronic equipment 2011/65/UE (ROHS)
- Directive Machinery 2006/42/CE.
  - Directive Electromagnetic Compatibility 2014/30/UE (EMC/CEM)
  - Directive Low Voltage 2014/35/UE (LVD/DBT)
  - R.D. 1215/1997, of July 18, which establishes the minimum safety and health provisions for the use by workers of work equipment. BOE nº 188 07/08/199.
  - R.D. 1644/2008, of October 10, which establishes the rules for the marketing and commissioning of the machines.
  - Harmonized standards in force published in the official journal of the European Union
  - Other directives of new approach.

## 2 Metodology and Scope of the Offer

CERE develops the contracted scope of the Offer with the following work methodology described below:

### 2.1 Testing Service.

For all testing services (total and or partial), in the laboratory or on-site (Client's house) and in accordance with the standard referenced in the Offer or without a reference standard, accredited or not:

1. Client sends to CERE:
  - a. Electrical and mechanical diagrams
  - b. Electromagnetic Compatibility Test Plan (mandatory in medical device)
  - c. Electromagnetic Compatibility Risk Management (mandatory in medical device)
  - d. Safety Test Plan (recommended)
  - e. Safety Risk Management (mandatory in medical device)
  - f. List of Components,
  - g. Critical Components Certificates,

- h. User's, Installation's and Maintenance's Manual.
2. CERE will perform an initial analysis or on-site visit if it is object of hire according scope to establish a schedule and coordinate the project.
3. CERE will send the Test Program - Test Plan.
4. Client makes available to CERE, on-site or in the laboratory, as it's indicate in Offer, of the sample, product, machine, equipment to perform the defined and contracted tests, and Client is in conformity that this unit could be broken due a anything tests.
5. CERE will carry out, in decreasing order of criticality, the contracted tests, unless Client will require a different sequence of tests and it will be agreed between both technical people of the project. Critical nonconformities will be communicated at moment of detecting them, and so the Client could take the pertinent corrective actions. In the pre-test mode, we will perform all test without stopping to non-conformity due to the nature of the service. The tests will be carried out at the voltage(s) and frequency(ies) indicated in the Offer. The extension or inclusion of voltage/s, frequency(ies) and/or additional ranges different to those indicated in the Offer, it will have associated extra cost. This Agreement not include the tests which by its own definition in standard requires test conditions and/or measurement instrumentation beyond the capabilities of the Client and CERE, CERE could cancel it.
6. CERE will issue a report:
  - a. NON CONFORMITY, The Letter Report with findings contains the evidences of the fail/s of the test/s. The Client will have 3 months to respond to this non-conformities for its correction, out of this time CERE could cancel the project. Depending on the modifications of the equipment for resolve these fails, the project could require:
    - i. To repeat the failed tests presented and evidenced in the Non-Conformity Report. The amount contracted only includes the performance of the tests once, the next repetitions will have a extra cost. The valuation of the extra cost of repetitions due the changes

- introduce to equipment will be communicated at moment of receiving the sample with the changes.
- ii. To repeat the failed tests, presented and evidenced in the Non-Conformity Report and/or to repeat old tests passed in previously, depend on changes. The amount contracted only includes the performance of the tests once, the next repetitions will have a extra cost. The valuation of the extra cost of repetitions (the failed tests, presented and evidenced in the Non-Conformity Report and/or old tests passed in previously) due the changes introduce to equipment will be communicated at moment of receiving the sample with the changes.
  - iii. Client will implement solutions to the detected non-conformities and will give evidence of them by returning the sample to carry out those tests that are necessary (see i and ii above) and be able to continue with the process to obtain the Final Test Report. The Client is responsible to guarantee that the new unit corrected is the same initial unit tested.
- b. DRAFT. It is sent to Client when all tests have been passed. Client will give its approval. Then any modification then will have an extra cost.
- c. CERÉ, as an accredited testing laboratory according to ISO/IEC 17025:2017, in order to make a declaration of conformity, we are obliged to apply ILAC-G8:09/2019. Guidelines on Decision Rules and Statements of Conformity. The criteria applied are as follows:
- Tests under scheme CB
- For all tests performed for the CB scheme, the criteria are set out in IEC Guide 115 Ed. 2 2021-03 "Application of uncertainty of measurement to conformity assessment activities in the electrotechnical sector", Chapter 4.
- EMC Testing**
- EMC tests, the criteria for conformity are set out in the series of international standards CISPR 16-4-2, CISPR 16-4-3, CISPR 16-4-4.
- For all other tests (safety, medical, etc.) that are not according to the CB scheme, the safety zone is based on a multiple  $r$  of the expanded measurement uncertainty  $U$  where  $w = rU$ . For a binary decision rule, a measured value below the acceptance limit  $AL = TL - w$  is accepted.

Note The value of  $r$  taken by the laboratory is  $r = 1$  which would imply a specific risk  $< 2,5\%$  PFR (Probability of False Reject)

The laboratory may agree on other decision rules than those mentioned above upon the client's request.

7. CERE will check status of payments and issue signed Test Report in English language according IEC format and under A2LA/ENAC accreditation if the standard described in the Offer is included in the scope of accreditation of CERE, the standard edition of the Test Report will be the same as the standard edition accredited on the date of acceptance of the Offer. In the case of non-accredited standards, the standard edition of the Test Report will be that described in the Offer. The editions, limitations and condition of an accredited standard or not according to accreditation is described in the Offer and thus will correspond to the Test Reports. The results are due to test samples sent by Client, and it is the responsibility of this to guarantee that it is always the same sample. Measurement uncertainties are available to the Client. The test reports only admit 3 modifications due to changes of their critical components or substantial modifications with their corresponding repetitions of total or partial tests (depending on the change performed), having to repeat all the tests in the 4<sup>th</sup> modification of product and its corresponding new edition of Test Report, independently of the total or partial condition that could be derived exclusively from the 4<sup>th</sup> change. The information of this report can not be published or reproduced in full, extracts, summaries, logos ... whatever can be their format and support without prior written authorization and signed by CERE. The derivative works to CERE as ratification or clarification by the use of the Report / s of Result (s) against Notified Bodies, Competent Authorities, Industry, Courts and Arbitration Headquarters recognized by the European Commission, will be valued and invoiced according to the assistance and time of dedication required according to the fee of the year of develop of the work.
8. Client has 2 months for pick-up the sample of the laboratory from the notice by the Laboratory or the delivery of the work object of the service by CETEMD, if Client don't do it and expire this time CERE could proceed, without warning, to the destruction of the sample reimbursing the amount of € 950 to the Client for the terms of Electric-Electronic Waste Management.



For ASCA service program the clients need provide the above-mentioned information and:

- Identify those tests and test results that are intended to be used to support premarket submissions to the FDA
- Identify special test conditions and additions or modifications to test methods and/or acceptance criteria as permitted by IEC 60601-1 subclauses 4.2.3.2 and 4.5 and ISO/IEC 17025 subclause 7.2.1.4; and
- Indicate that per the risk management requirements of IEC 60601/80601 and IEC 61010 the customer maintains responsibility for specifying and documenting acceptance criteria.

## 2.2. Inspection Service for certification.

1. Client sends to CERE:
  - a. Electrical and mechanical diagrams of the equipment,
  - b. List of Components,
  - c. Critical Components Certificates,
  - d. User, Installation and Maintenance Manual,
  - e. Certificate/s ISO 9001 of the Quality Management System in scope Manufacture made by ISO / IEC 17020: 2012 accredited entity by A2LA or by another mutual recognition entity with A2LA, (optional, according inspection procedure subject or not to certification service and object of service hire according Offer)
  - f. Electromagnetic Compatibility Test Report/s and Electrical Safety Test Report issue by accredited entity UNE-EN ISO / IEC 17025: 2017 and/or by another mutual recognition entity with A2LA and/or performed by an entity accredited as NRTL by OSHA. (optional, according inspection procedure subject or not to certification service and object of service hire according Offer)
  - g. Inspection procedure under customer specifications approved by CERE. (optional, according inspection procedure subject or not to certification service and object of service hire by Offer)
2. CERE will coordinate with Client the day of the inspection along with the sending of:
  - a. Inspection Program.

- b. Factory Inspection Procedures and Specific Forms.
3. CERE will issue Factory Inspection Report: In Conformity or Non-Conformity.
4. Client has a time determined by procedure or certification process to respond and correct the Non-Conformities detected during the inspection.
5. CERE may require extraordinary on-site inspections to verify possible resolutions and non-conformities detected during the first inspection.

## 2.3. Certification Service.

### 2.3.1. Equipments of Renewable Energies.

CERE will carry out the Certification Process of several client products (see models in offer) according to the regulation included into the offer. Some models will be tested and some other will be included as variant models (when applicable). This variant model acceptance criteria will be:

Provided that they have same hardware and firmware than the tested inverter and fulfill one of the following option:

- For RD 244/2019 the rule is +50% and -80% of the nominal current tested
- For NTS see chapter 4.5 and 4.6 for variant models.
- For CEI 0-16 and CEI 0-21, the criterion is:
  - o  $1/\sqrt{10}$  times and  $\sqrt{10}$  times of the rated power of the power generating unit to be measured.
- For the rest of standards, the criterion is specified on Clause 2.12.2 of FGW TR8 Rev 9 for Type 2 generators (choose one):
  - o  $1/\sqrt{10}$  times and twice of the rated power of the power generating unit to be measured.
  - o The power limits shown above can be exceeded or fallen short of, upon consultation with the certification body. The additional transfer must be justified in the certificate and all the process shall be documented in the internal documentation.
- In the case of a modular system, all the variant models can be included testing the module with lower power.

The Client models under the scope of work of this offer are described into the offer.

The proposed testing laboratory for the process is:

- CERE.

If the client does not accept, this must be communicated to CERE before starting the process in order to find other accredited testing laboratory according to ISO 17025 ILAC member for the standard of the certification process.

Inspections:

- Initial Inspection: it is necessary an initial inspection before issuing the final certificate.
- Annual Certification Maintenance: Every year shall be done the annual inspections according to the CERE inspection procedure.

The inspections conditions are shown in the Certification Conditions enclosed in the offer.

In order to carry out the work, CERE should receive the following information for each of the PRODUCT to be certified:

- Application form
- Electrical scheme.
- List of critical components.
- Algorithm control version and firmware version.
- Instructions' manual.
- Quality certificate according to ISO 9001 of the manufacturer company
- Trademark
- Model
- Nominal Power
- Electrical characteristics of input and output (V, I, f)

- Control software versión

The certification process is carried out taking into account the following conditions:

- Corresponds only to CERE determine if some difference between the given information by the applicant organization and that could be verified by CERE in any moment (for example, because of changes in the PRODUCT), could derive in a non-compliance of the requests of the certification, keeping the right of the cancellation of the correspondent contract or its modification to adapt to the new situation
- The certificate has a validity of 5 years, after that it will be repeated the cycle, after emission and acceptance of the offer of the recertification.
- The validity of the certificate is subject to not do any change on the PRODUCT that could affect to the test reports issued during the certification and testing process.
- By annual way it will be revised that the applicant has the certificate of the quality system according to the UNE-EN-ISO/IEC 9001 issued by a certification institution accredited. In the scope of the certificate respect of the UNE-EN-ISO/IEC 9001 of the manufacturer company must be included in the manufacturing process. (ONLY applicable for PRODUCT)
- By annual way it will be verified that all the PRODUCT made are the same of the certificated and tested one.
- Once certificated the PRODUCT, any change in it must be communicated to CERE. The evaluation of the change in the behavior of the PRODUCT or installation is responsibility of CERE.
- See certification conditions CC/CERE. The rest of the Certification Process conditions are included in this offer.
- CERE is accredited through UNE-EN/IEC ISO 17065/17025 for the standards included in their accreditation scope above mentioned.
- All the information will be sent in electronic format non-encrypted.

Accepting the offer means that all the requirements included in the Certification Process Conditions are accepted by the Client.

### 2.3.2. Rest of Equipments.

1. Client sends to CERE:
  - a. Electrical and mechanical diagrams of the equipment,
  - b. List of Components,
  - c. Critical Components Certificates,
  - d. User's, Installation's and Maintenance's Manual,
  - e. Certificate/s ISO 9001 of the Quality Management System in scope Manufacture issue by ISO / IEC 17020: 2012 accredited entity by A2LA or by another mutual recognition entity with A2LA, (optional, according inspection procedure subject or not to certification service and object of service hire according Offer)
  - f. Electromagnetic Compatibility Test Report/s and Electrical Safety Test Report issue by accredited entity UNE-EN ISO / IEC 17025: 2017 and/or by another mutual recognition entity with A2LA and/or issued by an entity accredited as NRTL by OSHA. (optional, according inspection procedure subject or not to certification service and object of service hire according Offer)
  
2. CERE sends to Client:
  - a. Certification Program and Test Program (or Test Plan, if it is object of service according to the scope described in the Offer. - See conditions of the Agreement in 2.1 Testing Service).
  - b. CIG021 (Factory Inspection Procedures and Harmonized Requirements),
  - c. CIG022 [Application form according certification mark, to be completed by the Holder of the License (Holder License) and by the Manufacturer (Manufacturer) if different from the licensee],
  - d. CIG024 (Factory Inspections Guide).
  
3. CERE will coordinate with Client the next activities:
  - a. Annual Factory Inspection (one (1) inspection / year) according to CIG23 format (Factory Inspection Report).

- b. Audit Electromagnetic Compatibility and Electrical Safety Report/s. If these are not accredited A2LA according to UNE-EN ISO/IEC 17025: 2017 or by another mutual recognition entity with A2LA, CERE may required extraordinary inspection of the testing process.
  - c. Audit Quality Management System ISO 9001 in scope Manufacture. If it is not accredited A2LA according to ISO / IEC 17020: 2012 or by another mutual recognition entity with A2LA, CERE may required extraordinary audit of the manufacture´s process.
4. CERE will issue Factory Inspection Report: In Conformity or Non-Conformity.
5. Client has 3 months to respond and correct the Non-Conformities detected during the inspection and audit.
6. CERE may require extraordinary on-site inspections to verify possible resolutions and non-conformities detected during the first inspection and audit.
7. CERE will issue Certificate Marking CE of Product Conformity Assessment and Control of Manufacture on the Client's facilities and Client obtains the following product labeling:



Certificate no.  
XXXXX-X

8. The maintenance of this certification requires:
    - a. Follow-up factory inspection according to the fee of the year in course of the work to be carried out.
    - b. Conditions of Stamp and Brand Use (See 7.12 Certification Conditions).

### 2.3.3. Certification United States y Canada.

1. Client sends to CERE:
  - a. Electrical and mechanical diagrams of the equipment,

- b. List of Components,
  - c. Critical Components Certificates,
  - d. User´s, Installation´s and Maintenance´s Manual,
  - e. Electrical Safety Test Report issued by an entity accredited as NRTL by OSHA (Occupational Safety and Health Administration).
2. CERE sends to Client:
- a. Certification Program and Test Program (or Test Plan, if it is object of service according to the scope described in the Offer. - See conditions of the Agreement in 2.1 Testing Service).
  - b. Forms (Listing Report and Application Form) with the minimum information necessary to complete for the issuance of certificate.
3. CERE will coordinate with Client the next activities:
- a. Safety Test according standard/s accredited as NRTL by OSHA.
  - b. Annual Factory Inspections (two (2) inspections / year) according to MET format, procedures and conditions.
    - i. Initial Inspection: Review of Quality´s procedures and Verification that the manufacturer has measure´s equipment and facilities necessities to execute the routine tests required by the corresponding product standard to apply and certify.
    - ii. Annual Inspection, it analyzes and checks:
      - 1. Routine Tests on 100% of the total production carried out under the scope of the certificates.
      - 2. The measure equipment used for Routine Tests is under certified calibration.
      - 3. Traceability of the Critical Components Listed in the Test Report/s against factory.
      - 4. Production and Complaint records.
4. CERE will issue:
- a. Test Report: In Conformity or Non-Conformity.
  - b. Factory Inspection Report: In Conformity or Non-Conformity.

5. Client has 3 months to respond and correct the Non-Conformities detected during inspection.
6. CERE may require extraordinary on-site visits to verify possible resolutions and non-conformities detected during the process.
7. CERE will prepare a Technical File based on Inspection and Test Reports.
8. MET Laboratories will audit Technical File and issue Certificate. (MET Laboratories, 914 West Patapsco Avenue, Baltimore, Maryland 21230, United States)
9. CERE will manage and send the Listing Mark Certificate:



10. The maintenance of this certification requires:
  - a. Follow-up factory inspection according to the fee of the year in course of the work to be carried out.
  - b. MET's Conditions of Stamp and Brand Use.

#### 2.3.4. Certification CB.

The test laboratory CBTL (CB Testing Laboratory, [https://www.iecee.org/dyn/www/f?p=106:26:0:::FSP\\_ORG\\_ID:25555](https://www.iecee.org/dyn/www/f?p=106:26:0:::FSP_ORG_ID:25555)) of the NCB (National Certification Body, [https://www.iecee.org/dyn/www/f?p=106:9:0:::FSP\\_ORG\\_ID:22917](https://www.iecee.org/dyn/www/f?p=106:9:0:::FSP_ORG_ID:22917)) will carry out the relevant tests based on the applicable IEC International Standards and issue a Test Report.

This will be reviewed and validated by the NCB which will subsequently issue a CB Test Certificate, after an administrative review by secretary of IECEE.

CB Test Certificate will be find in the next link [https://certificates.iecee.org/ods/cb\\_hm.xsp](https://certificates.iecee.org/ods/cb_hm.xsp)



According to the section 4.2.3 from IECEE 02 “Rules of Procedure – CB Scheme of the IECEE for Mutual Recognition of Test Certificates for Electrotechnical Equipment and Components (CB Scheme) and its related services.”:

- Upon receipt of an application for a CB Test Certificate, CERE will (within one month) arrange for testing of the relevant equipment. If the result of the tests is favourable, CERE will sign and issue the related CB Test Certificate requested by the applicant.
- On the other hand, all granted CB certificates will be register in the IECEE online deliverables database within three months from the certificate issue date, and certificates granted in the previous year shall be registered by the end of January of the following year according to the document IECEE 02 section 4.2.3.

For the specific case of a certification project for a product covered by the IECEE product category CYBR, the following procedure is applicable, taking into account that the related offers to be sent to the Certificates of Compliance (CoC) applicants will be always issued from the NCB (CERE) even though the related testing service will be provided by the associated CBTL.

- PE.T-CERE-28 “PROCEDURE FOR THE IECEE CB SCHEME CYBR CATEGORY CERTIFICATION”.

## 2.4. Verification Service.

1. Technical Construction File: Assistance, Inspection, Evaluation and Testing
  - a. Client sends to CERE:
    - i. General description.
    - ii. Design.
    - iii. Instruction manual in accordance with section 1.7.4 of Annex I of Directive 2006/42 / EC.
    - iv. Electrical and mechanical diagrams.
    - v. Reports of Electromagnetic Compatibility and Electrical Safety Tests.
    - vi. Declarations of conformity and approvals of components, individual machines and associated accessories.
  - b. CERE will coordinate with Client:

- i. Inspection:
    - 1. Audit according Directive.
    - 2. Identification of new approach directives.
    - 3. Identification of the harmonized European standard EN of CE marking.
    - 4. Evaluate the designs.
    - 5. Supervision of Performance Tests according to harmonizes product standard EN of application.
    - 6. Audit Electromagnetic Compatibility Test Report and Electric Safety Test Report. This audit does not include and is not the subject of this Agreement any other type of tests that could be defined by standard and that by its own definition determines test conditions and/or measurement instrumentation beyond the capabilities of the Client and CERE, reserving CERE the right of non-realization of these (eg seismic, chemical, mechanical, vibration, acoustic, destructive and non-destructive tests on welds, structure calculations, etc ...).
  - ii. Electromagnetic Compatibility Critical Tests of and Electrical Safety Critical Test in situ in the Client's facilities, if any of them are object of service provision according to the scope described in the Offer - See conditions of the Agreement in 2.1 Testing Services.
- c. CERE will issue:
- i. Inspection:
    - 1. Evaluation Report of the Machinery Directive 2006/42 / CE and applicable product regulations.
    - 2. Performance Tests Report
  - ii. Testing:
    - 1. Electromagnetic Compatibility Test Report, if it is object of service provision according to the scope described in the Offer - See conditions of the Agreement in 2.1 Testing Services.
    - 2. Electrical Safety Test Report, if it is object of service provision according to the scope described in the Offer - See conditions of the Agreement in 2.1 Testing Services.

- d. CERE may require extraordinary on-site visits for verification or repetition of Functional and/or Electromagnetic Compatibility and/or Safety Tests of possible resolutions and non-conformities detected during the first inspection or tests, if these are object of service provision according to the scope described in the Offer - See conditions of the Agreement in 2.1 Testing Services.
- e. Client has 3 months to respond and correct the Non-Conformities detected during the inspection and audit.
- f. CERE will issue:
  - i. Risk Analysis (UNE-EN ISO 12100: 2012: Safety of machinery - General principles for design - Risk assessment and risk reduction).
  - ii. Essential Health and Safety Requirements (Annex I of R.D. 1644/2008)
  - iii. Identification of harmonized European legislation
  - iv. Annex III of Directive 2006/42 / EC (CE Marking)
  - v. Self-declaration of conformity according to Annex II Directive 2006/42 / CE
  - vi. Conformity assessment (UNE-EN ISO 13849-1: 2016. Safety of machinery - Safety-related parts of control systems - Part 1: General principles for design).

## 2. Regulatory's study:

- a. Client sends to CERE:
  - i. Design.
  - ii. Electrical and mechanical diagrams.
  - iii. List of Components,
  - iv. Critical Components Certificates,
  - v. User's, Installation's and Maintenance's Manual
  - vi. Prototype, sample, product, machine, equipment, device, ... (advisable)
- b. CERE will issue Assessment Report:

- i. Identify Directives for Europe and applicable Legislation for other markets, depend on the scope described in the Offer
    - ii. Classify and Identify Safety Test Standards
    - iii. Certification's Plan
    - iv. Recommendations
3. Technical Assistance. Upon request of Client, CERE will study it, not being allowed in contracted Testing Services - See conditions of the Agreement in 2.1 Testing Services. Examples of this are: Repetition of Tests with Client, Meetings with Client, Explanations and Technical Clarifications, Ratification of Report/s and/or Certificates to Notified Bodies, Competent Authorities, Industry, Courts and Arbitration Headquarters recognized by the European Commission and Performed Routine Tests.
4. Electromagnetic Compatibility Test Plan and Electrical Safety Test Plan (depend on the scope described in the Offer).
  - a. Client sends to CERE:
    - i. Design.
    - ii. Electrical and mechanical diagrams.
    - iii. List of Components,
    - iv. Critical Components Certificates,
    - v. User's, Installation's and Maintenance's Manual
    - vi. Prototype, sample, product, machine, equipment, device, ... (advisable)
  - b. CERE will issue Test Plan Report (Identification, interpretation and description of the Tests to be carried out) according to the market defined in the object of the Offer.
5. Risk Management of Electromagnetic Compatibility and Safety (depend on the scope described in the Offer)
  - a. Client sends to CERE:
    - i. Design plans
    - ii. Electrical and mechanical diagrams
    - iii. List of Components

- iv. User's, Installation's and Maintenance's Manual
    - v. Prototype, sample, product, machine, equipment, device (recommended)
  - b. CERE will issue Electromagnetic Compatibility and Safety Risk Management Report/s (depend on the scope described in the Offer)
- 6. User's Manual, Installation and Maintenance.
  - a. Client sends to CERE:
    - i. Design.
    - ii. Electrical and mechanical diagrams
    - iii. List of Components,
    - iv. Prototype, sample, product, machine, equipment, device (recommended).
  - b. CERE will issue a User's Manual, Installation and Maintenance Report. (depend on the scope described in the Offer)
- 7. Documentary study:
  - a. Client sends to CERE:
    - i. User manual.
    - ii. Electrical and mechanical diagrams
    - iii. Test Reports and Certificates,
    - iv. Risk Management (medical device)
    - v. Prototype, sample, product, machine, equipment (recommended).
  - b. CERE will issue Results Report regarding the information sent.
- 8. Writers:
  - a. Client sends to CERE:
    - i. User's manual.

- ii. Electrical and mechanical diagrams
    - iii. List of Components,
    - iv. Prototype, sample, product, machine, equipment (recommended).
  - b. CERE will issue contracted Documentation object of the description of scope of the Offer.
- 9. Verification of Critical Components for the adaptation to CE Marking and American and Canadian Market (depend on the scope described in the Offer)
  - a. Client sends to CERE:
    - i. Electrical and mechanical diagrams
    - ii. List of Components,
    - iii. Critical Components Certificates,
    - iv. User´s, Installation´s and Maintenance´s Manual
    - v. Prototype, sample, product, machine, equipment, device (recommended).
  - b. CERE sends Customer Critical Component Verification Report. The evaluation report will contain the following information: Identification of the Critical Components of the Equipment and Validation of its Certificates.
- 10. Study of Conformity Assessment:
  - a. Client sends to CERE:
    - i. Design
    - ii. Electrical and mechanical diagrams
    - iii. List of Components
    - iv. Critical Components Certificates
    - v. User´s, Installation´s and Maintenance´s Manual
    - vi. Prototype, sample, product, machine, equipment, device (recommended)
  - b. CERE will issue Assessment Report:

- i. Identify Directives for Europe and applicable Legislation for other markets, depend on the scope described in the Offer
- ii. Classify and Identify Safety Test Standards
- iii. Certification's Plan
- iv. Electromagnetic Compatibility Test Plan
- v. Safety Test Plan
- vi. Recommendations

#### 11. Verification of Conformity Assessment:

- a. Client sends to CERE:
  - i. Design
  - ii. Electrical and mechanical diagrams
  - iii. List of Components
  - iv. Critical Components Certificates
  - v. User's, Installation's and Maintenance's Manual
  - vi. Electromagnetic Compatibility Test Plan (mandatory in medical device)
  - vii. Electromagnetic Compatibility Risk Management (mandatory in medical device)
  - viii. Safety Test Plan (recommended)
  - ix. Safety Risk Management (mandatory in medical device)
  - x. Prototype, sample, product, machine, equipment, device
- b. CERE will issue the following Reports:
  - a. Documentary Analysis.
  - b. Result Evaluation of the Construction chapter according to the standard. Includes recommendations.
  - c. Critical Components Verification. See conditions of the Agreement in 2.4 Verification Services
  - d. Electromagnetic Compatibility Critical Tests and Electrical Safety Test.  
- See conditions of the Agreement in 2.1 Testing Services. The tests will be defined once the Documentary Analysis has been carried out.

## 12. Documentary Analysis of ROHS Directive:

- a. Client sends to CERE:
  - i. Electrical and mechanical diagrams,
  - ii. List of Components - BOM (Bill of Material),
  - iii. Certificates of Components regarding ROHS Directive,
  - iv. User's, Installation's and Maintenance's Manual
  - v. Prototype, Sample, product, machine, equipment, device (recommendable)
  
- b. CERE sends a Client Documentary Analysis Report, Correction's Plan and Recommendations.

## 13. Technical Training:

- a. CERE defines with Client the date, program design, level of the contents and the objectives of the course.
  
- b. CERE will send the program and contents of the course prior to its performance

# 3 Timing and Mobilization

The times indicated in the offer are ideal, they can only be guaranteed in the case of having all the information, compliance with all tests to the first time, compliance with all inspection and certification processes depend on the scope described in the Offer.

The day of the technical staff is 8 hours from Monday to Friday, including travel. The excesses of these hours will be considered as extension of works and the extra cost derived will depend on the concrete scope described in Offer and 6. Price.



Travel times are not included in the amounts, it will be considered separately, unless there was express mention in the description of Offer, according to scope described in 6. Price.

The management of the sending of prototypes, samples, products, machines and equipment subject to tests, verifications, certifications, etc., between both Client - CERE addresses will be done by Client. Also to send to possible subcontracted parties as parts of the project, including also shipment of instrumentation and own accessories for the complete and correct operation of the equipment, as well as the measurement instrumentation that might be necessary and not be available by CERE

## 4 Offer Validity

The offer will be valid for a period of 60 days from day of the Offer.

## 5 Payment Terms

The usual form of payment is 50% at the time of approval of the Offer, 50% at the end of the Tests and verified payment proceeds to the issuance and delivery of the Reports and / or Certificates, depending on the scope contracted.

Invoices will be issued by Certification Entity for Renewable Energies, S.L. (CERE) C/ Serrano 8, 3º izquierda. 28001. Madrid, Spain CIF: B87697488

All invoices will be paid by bank transfer within 30 days of the issuance of these, except for the initial payment that will have to be effective 10 days after from acceptance.

The CERE bank account numbers are:

Bank	SWIFT	IBAN
Banco Santander	BSCHEMM	ES26 0075 0223 9706 0697 5124
Caixabank	CAIXESBBXXX	ES83 2100 1801 1113 0033 5405

In order to avoid fraud cases, any modification or change in the invoices, in the payment terms or in the account numbers must be authorized by a legal representative of CERE by means of an original and sealed document.

In case of modify overdue invoices will have extra cost of € 50.

## 6 Price

The initial price of the project is indicated in the Offer in the Price section, CERE will also charge if it applies any extra expense that may arise derived from the development and behavior of the Client according to the scope described below, indicated in Offer in the Extra Costs section and according 7.9.3 Partial purchase orders,

In the price is not included the Value Added Tax according the price of services. The rates will be reviewed annually in relation to the Customer Price Index (CPI) and will be applied according to the current year to all the works and even retroactively if CERE decide it.

Any extra expense must be communicated prior to its realization by CERE and authorized by the Client.

For any additional service required by the Client and/or if the test times contracted are exceeded depending on the needs of the development of the project and/or if they were directly applied in themselves, CERE will charge the following additional amounts under the application of the following service concepts:

-Study and Inclusion of variant model. It is the time dedicated to the technical study and preparation of the technical justification of each variant model for its inclusion in the generated reports and/or certificates.

-Hour Repetition Electromagnetic Compatibility Tests. It is the time for the repetition of the tests not pass at first time. This section includes re-review about required documentation.

-Hour Repetition Safety Tests. It is the time for the repetition of the tests not pass at first time. This section includes re-review about required documentation.

-Hour Technical Assistance. It is the time dedicated upon request of Client, CERE will study it, not being allowed in contracted Testing Services - See conditions of the Agreement in 2.1 Testing Services. Examples of this are: Repetition of Tests with Client, Meetings with Client, Explanations and Technical Clarifications, Ratification of Report/s and/or Certificates to Notified Bodies, Competent Authorities, Industry, Courts and Arbitration Headquarters recognized by the European Commission and Performed Routine Tests.

-Urgency. It grants a maximum response time of 24 hours.

-Travel Management. It is the time and cost of management and administration for the processing of travel, reservations, agendas and cancellations. It is susceptible to be considered additionally. Client could take charge of the management of it.

-Technical Hour in Itinere. It is the time spent from the home of the technical personnel employed to the place in situ where the work will perform.

-Greater than 100 Kg. It is a plus for effort and danger.

-Typhase. It is a plus for danger.

-Additional Voltage and Frequency. The tests will be perform at the voltage (s) and frequency (ies) indicated in the Offer, the extension or inclusion of voltages, frequencies and/or additional ranges different from those indicated in the Offer will have associated cost overruns.

-Extra hour manday. The working day is from Monday to Friday from 8:00 a.m. to 18:00 p.m.

-Extra hour: night-time (from Monday to Friday from 21:00 p.m. to 8:00 a.m.), Saturdays, Sundays and holidays.

-Modification of Report. Allows any typographic modification (applicant name, equipment name, etc ...) allowed afterwards, once the Draft document sent to the Client has been confirmed.

-Original copy Report. It is the report/certificate in paper format with fresh signatures.

In any case, the extension of works and the corresponding additional charges must be authorized in the first instance by the Client.

## **7 General Conditions**

### **7.1 Agreement**

The Offer, once it is properly accepted by the Client according to Clause 7.10 Offer Acceptance, shall become a valid agreement between CERE and the Client (hereinafter the Agreement).

### **7.2 Language**

All notifications and communications will be in Spanish and/or English and/or both. The reports will be written in English.

### **7.3 Confidentiality – Conflict of Interest**

CERE will maintain confidentiality during its work regarding all matters discussed and also confirms to have no conflict of interest.

### **7.4 Guarantee**

The independence of CERE ensures the proper execution of work, always aimed at meeting the interests of both the Client and the project.

### **7.5 Responsibility**

CERE commits to perform the service in accordance with the terms of this offer and the general standard of care practiced by similar Testing, Inspection and Certification Entities.

CERE shall not have any liability under this Agreement or the matters contemplated herein after the earlier of: i) six (6) months after the date of the last invoice, and ii) six (6) months after the date of the last report, sent by CERE to Client.

Also, notwithstanding any to the contrary stated or implied in this offer, CERE shall have no liability in respect of any indirect, consequential or special loss which the Client may suffer

arising out of or in connection with CERE's services, whether involving or not the negligence, fault or strict liability of CERE, including any economic and / or financial loss, such as loss of income and / or profits, loss of business, loss of contract, extra cost, delay in the operation, increase in financial costs, emerging damage or loss of earnings

In relation to any claim arising from the provision of services covered by this Agreement, the liability to CERE never exceed the fees of performed services of Offer accepted, and affected by the claim.

In the event that any invoice payment is late, CERE will be completely released from its obligations under this Clause 7.5 Responsibility.

In addition, without prejudice to the provisions or the implications of this Agreement, CERE shall have no liability with respect to any indirect, consequential, consequential and / or consequential damage and / or damage that the Client may suffer derived or related to the services provided. or not by CERE, whether caused or not by negligence or lack of CERE, including any economic and / or financial loss, such as loss of income and / or profits, loss of business, loss of contract, extra cost, delay in the operation, increase in financial costs, emerging damage or loss of earnings. In relation to any claim arising from the provision of services covered by this Agreement, the liability of CERE may never exceed the fees paid to CERE in the Offer accepted and affected by the claim.

In the event that any invoice is delayed, CERE will be totally released from its obligations according to this Clause 7.5 "Responsibility".

Likewise, CERE avoids all responsibility on the third parties if there would projects which would have associated in the works and services offered by CERE a partial or total subcontracting activity.

## **7.6 Non-Payment or Late Payment**

In the event of a non-payment or late payment by the Client of an invoice of CERE on due date, CERE may terminate the Agreement, provided that it first notifies the Client in writing (including by email) of the non-payment and the intention to terminate, giving a period of not less than twenty (20) days to remedy the non-payment, and the latter does not remedy the non-payment within that period.

In particular, in the event of termination by CERE by reason of non-payment by the Client on due date of an invoice issued by CERE not remedied within the period referred to in the foregoing paragraph, CERE shall be entitled to the immediate payment of all invoices then pending payment, the payment of work in progress and expenses up to the date of termination and the payment of all costs and expenses of demobilization of any personnel working on the project on site or at the Client's offices, without prejudice to any other rights to which it may be entitled.

Notwithstanding the foregoing, additionally, in the event of a non-payment of an invoice of CERE on due date by the Client, CERE may suspend the performance of its services, provided that it notifies the Client in writing (including by email) of the breach, giving a period of not less than ten (10) days to remedy the non-payment. If the non-payment is not remedied within ten (10) days of the notice, CERE may opt to continue to suspend the performance of its services or, upon notification in writing, terminate the Agreement, with the effects stated in the precedent paragraph

In all cases, CERE will charge the Client an annual interest of 10% on the amount pending, starting from the payment due date until the reception of the payment plus interest.

**(Only for Companies located in Spain) INCLUSIÓN EN FICHEROS DE MOROSOS EN CASO DE IMPAGO DE DEUDA VENCIDA.**

Por medio del presente contrato el cliente acepta expresamente que, en caso de impago de cualquiera de las facturas derivadas del presente contrato, -que no hayan sido protestadas en el plazo de vencimiento de pago-, que CERE estará facultada para incluirle en cualquiera o en todos los ficheros de morosos indicados a continuación:

1. Asnef
2. Badexcuq,
3. RAI, base de datos (CIRBE) de Banco España
4. ICIRED

El presente contrato sirve de comunicación al cliente para advertirle de que en caso de impago podrá ser incluido por CERE en todos o algunos de los ficheros de morosos indicados anteriormente, sin perjuicio del previo requerimiento de pago y advertencia de la inclusión en

*el fichero o ficheros concretos que se le realizaría tras la constatación del impago de forma certificada, y todo ello, conforme a lo previsto en la Ley Orgánica 15/1999, de 13 de diciembre, de Protección de Datos de Carácter Personal, así como en los artículos 15 a 22 del Reglamento RGPD (UE) 2016/679, y demás normativa concordante, y/o a las disposiciones que las sustituyan en cada momento.*

*Tras la comunicación que le realizará la gestora del fichero de morosos, el deudor podrá ejercer sus derechos de cancelación u otros que legalmente le correspondan con objeto de ser eliminado del fichero de morosos, pudiendo igualmente dirigirse a la Agencia Española de Protección de Datos.*

## 7.7 Information

CERE assumes that, the beginning date of the jobs could only be guaranteed when CERE had all the necessary documents, moment in that it will be communicated the definitive date to start the jobs and the provided completion and the client shall guarantee that all the information given is true.

This information will be submitted to CERE by e-mail. The client agrees to communicate to CERE if there is any change in the product to be certified, inspected and testing.

The proposal has been done analysing all the information given by the applicant and/or the information in database of CERE, so the budget could be modified in case of changes in the information or in the reference requests.

CERE, as an accredited testing laboratory according to ISO/IEC 17025:2017, in order to make a declaration of conformity, we are obliged to apply ILAC-G8:09/2019. Guidelines on Decision Rules and Statements of Conformity. The criteria applied are as follows:

Tests under scheme CB

For all tests performed for the CB scheme, the criteria are set out in IEC Guide 115 Ed. 1 2007-09 "Application of uncertainty of measurement to conformity assessment activities in the electrotechnical sector", Chapter 4.

EMC Testing

EMC tests, the criteria for conformity are set out in the series of international standards CISPR 16 part 4 -2, 3, 4.

Network connection tests. For this type of test the normative document already has included decision rules.

For all other tests (safety, medical, etc.) that are not according to the CB scheme, the safety zone is based on a multiple  $r$  of the expanded measurement uncertainty  $U$  where  $w = rU$ . For a binary decision rule, a measured value below the acceptance limit  $AL = TL - w$  is accepted.

Nota The value of  $r$  taken by the laboratory is  $r = 1$  which would imply a specific risk  $< 2,5 \%$  PFR (Probability of False Reject)

The laboratory may agree on other decision rules than those mentioned above upon the client's request.

## 7.8 Non-solicitation

During the validity period of this Proposal (till the finalization of the construction) and for 1 additional year after termination, the Client or any of its subsidiaries will not solicit, hire or encourage any organization directly or indirectly controlled by the themselves to solicit, any employee of CERE or any of its subsidiaries to leave the employ of CERE or any of its subsidiaries.

In addition, during the validity period of this Proposal the Client will honor the contractual relationship of CERE's employees dedicated to the project and will not form a direct contractual relationship with them or under any circumstances.

## 7.9 Termination

### 7.9.1 Termination for Breach

In the event of a serious breach by either of the parties of their obligations (or any non-payment by the Client of an invoice of CERE on due date), the other may terminate the Agreement, provided that it first notifies the party in breach in writing (including by email) of the breach/non payment and the intention to terminate, giving a period of not less than twenty (20) days to



remedy the breach/non payment, and the latter does not remedy the breach/non payment within that period.

In particular, in the event of termination by CERE by reason of non-payment by the Client on due date of an invoice issued by CERE, or other breach by the Client of its obligations, not remedied within the period referred to in the foregoing paragraph, CERE shall be entitled to the immediate payment of all invoices then pending payment, the payment of work in progress and expenses up to the date of termination and the payment of all costs and expenses of demobilization of any personnel working on the project on site or at the Client's offices, without prejudice to any other rights to which it may be entitled.

Notwithstanding the foregoing, additionally, in the event of a serious breach (or non-payment of an invoice of CERE on due date) by the Client, CERE may suspend the performance of its services, provided that it notifies the Client in writing (including by email) of the breach, giving a period of not less than ten (10) days to remedy the breach/non-payment. If the breach/non-payment is not remedied within ten (10) days of the notice, CERE may opt to continue to suspend the performance of its services or, upon notification in writing, terminate the Agreement, with the effects stated in the foregoing paragraph.

### **7.9.2 Termination at Will**

Apart from the above, the Client may terminate the Agreement at will (that is, without any breach by CERE entitling the Client to terminate for breach) at any time upon thirty (30) days notice in writing to CERE. In such case, CERE shall be entitled to receive all amounts referred to in the foregoing Clause 7.9.1 Termination for Breach, plus a sum, hereby agreed as liquidated damages, equal to twenty percent (20%) of the Price, stated in Offer, of each of the Tasks remaining to be performed, either totally or partially. The total of these amounts (other than those relating to invoices already issued) shall be invoiced to the Client and paid by the Client within a period of thirty (30) days from the date of the invoice, together with the payment of any outstanding invoices.

### **7.9.3 Partial Purchase Order**

In case that the Client does not issue a Purchase Order for all the positions offered and only requires Partial Purchase Orders for one or various positions, CERE may terminate the

Agreement at our sole discretion if a full Purchase Order is not issued within a maximum period of one month from the date of Partial.

Depending on the development of the Project, the works may be affected to the obligation to extend hours and their corresponding amount with respect to the initially accepted budget, this extension will be previously communicated before the execution of it and can be in any format: verbal agreement, email, order and offer extension if the amount is high or under the Client's request.

## 7.10 Offer Acceptance

In case the Client accepts all the terms of the Offer, in the first instance thanking a lot for his trust, the Client shall sign and, if possible, stamp it, including its company invoicing details.

The acceptance of the Offer determines the following:

- The compliance of all the conditions mentioned in this Agreement Service Provision and scopes described in Offer.
- Accept the process conditions of CERE attached with this proposal.
- Respect the processing of the process done by CERE and give the necessary information to the evaluation, pay all the inspection, testing, evaluation and certification fees that could be, independently of the results.
- The acceptance of the conditions of the processes, testing procedures, inspection, verification and certification of CERE.
- The conformity with the included information in the applicant form attached with the offer.

## 7.11 Law and Jurisdiction

CERE and the Client agree that all the rights and obligations of the Parties hereunder shall be governed by, construed, and interpreted in accordance with the laws of Spain.

The Parties agree that the courts of Madrid will have exclusive jurisdiction to settle any dispute which arises out of or in connection with the Co-Development Agreement and the parties agree to submit to that jurisdiction.

## 7.12 Certification conditions

### INTRODUCTION

Certification Entity for Renewable Energies, S.L (in advance CERE), make the present Certification conditions according to the requests of the rule UNE-EN ISO/IEC 17065, UNE-EN ISO 17020, UNE-EN ISO 17025 and CBTL/NCB.

The present document describes the general lines of the Certification process of Installations and Products according to standards requested.

### DECLARATION OF IMPARTIALITY

The Direction of CERE recognizes the importance of keep the independence and impartiality, manage with the conflicts of interest that could be and make sure the objectivity in the activities of certification made by CERE, for that:

- CERE identifies and analyses the potential sources of the conflicts of interest to determinate in which cases mustn't give its certification services.
- CERE will have access to all the relevant information of the companies related with CERE to analyse their activities and be able to keep the independence.
- CERE has complete authority relative with its certification activity and, this activity, is absolutely independent of any other activity of the companies related with CERE.

All the staff of CERE, including the directive team, agrees to comply the Integrity and Professional Conduct Code of CERE. This agreement force to keep the necessary confidentiality.

CERE doesn't give consulting and doesn't make any declaration that could associate the certification services of CERE to the consulting services of other organizations, in the way to give the understanding that both activities are related or can influence in the independence and impartiality of the certification.

CERE does not make external activities of formation, except when it is only to give general information that is available publicly.

CERE has an Impartiality Committee that has the function to keep the impartiality, according to the present declaration and the accreditation requests. The members of that Committee that make decisions relative to the certification have the same rules that the certification teams.

## **CONFIDENTIALITY**

CERE keeps all the levels of its organisation, the confidentiality of the information obtained in the development of its activities with the client. This includes all the information received by a third party

No information is given to third parts, except when existing specific requests of publishing or communication in the corresponding diagrams (for example lists of certificated companies), or when the committees of certification and tracing, or the entities of the accreditation access to the expedients in the development of their functions.

If CERE is required legally to give information, it must first inform the client, or the person concerned, unless prohibited by law.

The certification body and the laboratory are responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of certification/laboratory activities. Except for information that the customer makes publicly available, or when agreed between the certification body/laboratory and the customer (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential. The certification body/laboratory shall inform the customer in advance, of the information it intends to place in the public domain

When the certification body /laboratory is required by law or authorized by contractual arrangements to release confidential information, the customer or individual concerned shall, unless prohibited by law, be notified of the information provided.

Information about the customer obtained from sources other than the customer (e.g. complainant, regulators) shall be confidential between the customer and the laboratory/certification body. The provider (source) of this information shall be confidential to the laboratory/certification body and shall not be shared with the customer, unless agreed by the source.

Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the laboratory's behalf, shall keep confidential all information obtained or created during the performance of laboratory activities, except as required by law.

## **ACCESS TO THE CERTIFICATION**

Any organization that send the requests and apply will have access to the certification services of the CERE. The processes will be done with no discrimination.

The appliance of the certification implies the knowledge and acceptance by applicant of the requests of the present certification conditions (CC)

## **CERTIFICATION TRADEMARKS AND CERTIFICATES**

The use of the certificates respect to standards requested will be according to the following points:

### **Installations:**

The use of the certificate related to the standards requested for installations shall be in accordance with the follow points:

- The CERE Certificate describes the certificated products, the name of the company and the certificated characteristics and localizations specifically certificated.
- The CERE Certificate can be reproduced in its original way excepting the size, which could be modified.
- Any doubt related to the use of the Certificate or inclusion of the text in announcement must be consulted to the staff of the CERE.
- In the event that the text is used, avoid confusion regarding the scope and the meaning of the certificate.
- The right to use the certificate expires at the end of the certification period.
- The inadequate use of the certification, certificate or mention about the condition of the certificated organization will be considered non-compliance of the requests of the certification. CERE will take, at the Client's expenses, the appropriate actions to solve the non-compliance, that can suppose the suspension or retirement of the certificate, legal actions and the publishing of the transgression.

- Customer shall comply with the scheme requirements in case of any reference to the certifications at any marketing tool
- In case reference is made to its certification in the media or any other written or non-written means, the client must comply with the requirements of CERE to those specified in the scheme.
- The customer will comply with all the requirements that may be stipulated in the certification scheme regarding the use of the conformity marks and the information related to the installation

### **Products:**

For the use of the trademark in the products according to standards requested, the following points must be complied:

- The Client will respect the directives of CERE about the color, size and representation of the trademark in the products and in any material of communication or promotion. The Client will always apply the written approval of CERE in those materials of communication.
- The Client agrees specifically that:
  - (a) Does not modifies the Trademark in anyway, although it will be allowed to change the dimensions of the logotype, as long as the originals proportions are maintained.
  - (b) will use the Trademark only in the way that it is describe in this document;
  - (c) will use the Trademark alone or in associate with the certificated products;
  - (d) will use the Trademark in his documentation and communication material making sure this will not create confusion in the certificated and non-certificated products;
  - (e) will not use the Trademark without the association of the certificated characteristics always that it is used in promotional material (labels, catalogs, brochures...) or it is shown in certificated facilities,
  - (f) in case of suspension or retirement of the certificate, it will be retired immediately the Trademark of all its documentation, communication material, products, and won't use any element that could be confused with the Trademark
  - (g) will not make any declaration of property related with the trademark and will not discuss the right of CERE to give the use of that to other Clients.
  - (h) will use the trademark with other ones of his property just after the approval of CERE

(i) the customer shall comply with all the requirements that may be stipulated by the certification scheme in relation to the use of the conformity marks and the information related to the product

**CB scheme certificates:**

In this context and according to CERE's scope in the IECEE CB Scheme, CERE is allowed to assume the following 2 roles according to IECEE Definitions document:

- NCB "A" or "Issuing and Recognizing NCB": National Certification Body to which an applicant first applies to obtain a CB Test Certificate and a CB Test Report (CB Scheme)
- NCB "B" or "Recognizing NCB": National Certification Body to which an applicant applies to be granted its national certification approval on the basis of a CBTC previously granted by a NCB "A" aforementioned.

Further details on Issuing and/or Recognizing roles could be found on IECEE 02-2 "IECEE Membership" (Sections 3.1 "Recognizing NCBs" & 3.2 "Issuing and Recognizing NCBs")

The right of the Client to use de the Trademark could only be transferred with the authorization of CERE

The use of the Trademark of the certification is strictly limited to the certificated products of the Client and cannot be used for other localizations, affiliates, etc... that are not covered by the scope of the certificate

The use of the Trademark does not exonerate the Client of any responsibility done by the law related to the design, manufacturing, security or responsibility of the certificated products.

It will have to indicate in orange circle (XXXX) of the trademark the certificate number.

The CERE Certificate describes the certificated products, the name of the company and the certificated characteristics and specifies localizations certificated by CERE

The CERE Certificate can be reproduced in the original form, excepting the size that can be modified.

Any doubt respects the use of the Certificate or inclusion of the text in announcement must be consulted to the staff of the CERE.

In the event that the text is used, avoid confusion regarding the scope and the meaning of the certificate.

The right to use the certificate expires at the end of the certification period.



## **CHANGES IN THE INSTALLATION/PRODUCT**

The certificated Client will inform duly CERE about any modification of the product or installation.

CERE will determine if the changes require an additional inspection. The non-notification of the changes could derive in the suspension of the certificate.

The Client must inform CERE about changes that affect to the capability meet the requirements of the certification process. For example: critical changes in the quality system, organization and management, legal condition, commercial and organization of the property, factory address and contact.

Customer shall comply with all certification requirements including any change communicated by the certification Body.

## **SUSPENSION OF THE CERTIFICATE**

The certificate can be suspended by CERE during a maximum period of 6 months, in the following cases:

- If any infraction is produced in the contractual conditions, Certification Conditions or Rules that set the use of the certification trademark.
- It isn't made the adequate treatment of the non-conformities.



- If a bad use of the trademark is produced and it isn't corrected with the appropriate rectifications or other measures taken by the Client.
- The product or the installation doesn't comply with the certification rules, according to the applicable regulation.

The suspension of the certificate will be confirmed by writing for the Client, indicating the conditions for the suspension lift. When those conditions were complied, it will take out the suspension and will be notified to the Client the restitution of the certificate.

CERE will have the information relative to the suspended certifications accessible to the public.

The Client won't identify as certificated and won't use the Certification Trademark while his certificate was suspended.

All the costs of the suspension and the restitution of the certification will be charged by CERE to the Client.

The Client has right of appeal (see appeals)

## **ANULATION OF THE CERTIFICATE**

The certificate can be cancelled by CERE in the following cases:

- If the Client does not take appropriate actions in the event of cessation.
- If CERE ends its contract with the Client
- If the Client does not comply with his financial obligations.
- For requesting of the Client.

In the previous cases, CERE has the right to retire the certificate, communicating it to the Client with a writing.

CERE will have the information relative to the retired certifications accessible to the public.

CERE will not make any refund in case of annulation of the certificate.

The Client has the right of appeal (see appeals)

## **ACCESIBLE INFORMATION TO THE PUBLIC**

CERE will give, when applicable, information that describes their process about their certification activities.

CERE will keep and have accessible to the public a list of the valid certificates where the name of the organization and the name of the certificated installation/product will be indicated.

CERE will give, when applicable, the way to confirm the validation of the given certification.

CERE maintains and makes available upon request the following:

- Information about the certification scheme, including evaluation procedures, rules and procedures for granting, maintaining, extending or reducing the scope, suspending, withdrawing or refusing certification.
- A description of the means by which the certification body obtains financial support and general information of the fees charged to applicants and to the Clients.
- A description of the rights and duties of applicants and Clients, including requirements, restrictions or limitations on the use of the certification body's name and certification mark and on the ways of referring to the certifications granted.
- Information about procedures for handling complaints and appeals.

CERE could advertise the granted certifications, if the Client does not want to do advertising of his certification, he must communicate before.

## **COMPLAINTS AND APPEALS**

Received by Client:

Any deficiency, complaints or reclamation that the Client received relative to the products/installation certified by CERE and that affect to the conformity with the certification requirements, has to be registered and treated, documenting the taken actions, and having to be the available registers to CERE in the inspections.

Received by CERE:

CERE has the way for the treatment of the complaints (about the service given by CERE like the ones that could receive relative to the certificated systems) and appeals (about the decisions taken by CERE) that could be done. For that:

- It will give the reception by any writing way of complaints and appeals, requiring a clear exposition of the facts and identify of the issuers.
- It will do an acknowledge receipt of them
- It will be transferred to the Quality Manager and Certification Manager to evaluate its viability and to process to its treatment.
- It will inform to the involved, require an answer and make the appropriate investigations. The investigation can include extraordinary visits to verify the product that have to be certificated (these will be account of the Client)
- In case of appeals or complains about the certificated services, the decision will limit the concession, suspension or retirement of the certification scope.
- The result of the investigation will be put on knowledge of the certificated organization and, in case, of the complainer.
- In the case of a negative result, CERE reserves for itself to take measures like warning to the company, increase the frequency or duration of the inspections, or the suspension or retirement of the certificate.
- The Impartiality Committee of CERE will be informed about the complaints and appeals and their treatment.

## **APPLICATION**

If it is applied a Offer, it will be required that the organization gives the necessary information. After analyzing that information, CERE will send a proposal with the documents certification conditions (CC) and application form, this one has the consideration of a contract and implies the knowledge and acceptance of the Certification conditions (CC).

## **INITIAL INSPECTION**

This inspection has as objective:

- Verify that the characteristics of the given service are according to the standards requested.

- To make sure that the means used, and the organization allow guaranteeing the permanent maintain of those characteristics.

## **RENOVATION**

Installation:

To renovate the certificate every 5 years, the Client should complete the certification process before the end of the validity period.

Product:

To renovate the certificate every 5 years, the Client should complete the certification process before the end of the validity period

## **ANNUAL INSPECTIONS**

Every year shall be done the annual inspections according the CERE inspection procedure.

## **EXTRAORDINARY INSPECTIONS**

When it was deemed necessary (important changes in the product or in installations), it could be programmed extraordinary inspections.

## **PLANNING AND REPORTS OF THE INSPECTIONS**

Once received all the necessary information the Client will be informed that the information is complete and about the inspection personnel designated for the evaluation.

The Client has right to protest to any member of the inspection personnel designated.

At the end of every inspection process CERE will present an inspection report where the nonconformities found will be included (see nonconformities) and the recommendations of the inspection team about the certification.

## **NON-CONFORMITIES**

The treatment of the nonconformities for factory inspection will be:

<p>Minor-Non-conformity</p>	<p>Initial inspection: The corrective action of the Client (actions) will be verified and approved. It is proposed the certification.</p> <p>Periodical Inspection: The corrective action of the Client (actions) will be verified and approved in the next visit. It is proposed the certification.</p> <p>One minor Non-conformity will be a major NC in the next inspection.</p>
<p>Major-Non-conformity</p>	<p>Initial inspection: The Client will solve the corrective action(s). No certification proposed.</p> <p>Periodical Inspection: The Client will confirm the corrective action (s). It is proposed the maintenance of the certification. NC must be solved in less than 3 months. If it's not, there will be three months additional and if the no conformity is not solved, the cancellation of the certificate is proposed.</p> <p>One major-non-conformity will be a critical one in the next inspection.</p>
<p>Critical-Non-conformity.</p>	<p>Initial inspection: it is not proposed the certification and it is recommended to repeat the factory inspection after Client has confirmed the implementation of the corrective action (s)</p> <p>Periodical inspection: Client must solve the no conformity in less than 3 months, if it's not, it is proposed the cancellation of the certificate.</p>

The treatment of the nonconformities for evaluation of the documentation will be

- NC Minor. It is not proposed the certification until the solve of the NC before 12 months
- NC Mayor. It is not proposed the certification until the solve of the NC before 6 months.
- NC Critical. It is not proposed the certification until the solve of the NC before 3 months

Before the deadline the NC must be solved in other case it is proposed the cancelation of the Project.

## LABORATORY TESTING

The laboratories that perform testing must have the accreditation according to the regulation of application according to the UNE-EN-ISO/IEC 17025 issued by an accreditation body.

## ISSUE AND MAINTAIN OF CERTIFICATION

CERE will review the inspection reports, correcting actions, received complaints and any other relevant information, and will make the decision about the issue or not issue the certification of the product/installation.

All changes of the scheme will be evaluated by CERE and notified to the Client for the maintenance of the certificate.

### Installations

The certificate will be valid for a period of 5 years since the date of approval of the concession/renovation of the certificate, in case that the installation has not been modified. Every change must be told with a signed document and directed to the certification manager of CERE.

### Product

The certificate will be valid for a period of 5 years since the date of the approval of the concession/renovation of the certificate, in case that the product won't be modified and the annual chase was consistent. Every change in that one will be told with a signed document and directed to the certification manager of CERE.

It will be kept in a list/ public directory of the certificated organization that will be given to everyone who apply for it.

In the event of a change in the version of the standard and/or the certification process during the validity of a certificate, the client will be informed in written communication of the changes and the scope of them. The evaluation of the changes will be carried out project by project by a member of the certification, simulation or testing department. Depending on the changes

found, action can be taken as retesting, new factory inspection, or whatever needed to implement the change.

The person in charge of this notification will be the business manager.

## **OTHERS**

CERE reserves to itself the right to change, add or delete this Certification Conditions without a previously notification and the Client must accept these changes.

The Client must comply with:

- In case of certification process to ongoing production, the certified product continues to fulfill the product requirements.
- Makes all necessary arrangements for:
  - The conduct of the evaluations and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location, area, personnel, and Client's subcontractors.
  - Investigation of complaints.
  - Participation of observers, if applicable.
  - make certification statements consistent with the scope of certification
  - The Client does not use its product certification in such way to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized.
  - Client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by CERE.
  - if the customer supplies copies of the certification documents to others, the documents shall be reproduced in full or as specified in the certification scheme
  - immediately after the suspension, withdrawal or termination of the certification, the customer will stop using it in all advertising material containing any reference to it, and take the actions required by the certification scheme (for example, the return of the certification documents) and take any other action that is required

## 7.13 Law of Prevention

In accordance with the provisions of article 7 of RD 171/2004 of January 30, in the field of Coordination of Business Activities, where the duty of information of the incumbent employer is established, of the measures referred to the prevention of risks present in the Work centers, hereby we send you the following information of the risks to which workers may be subject in our facilities:

- Electric risk.
- Object falls.
- Blows and cuts.
- Falls of people at the same level.
- Fire.

The documentation related to risk prevention, and strictly necessary to perform work in our facilities, of the workers involved in the operations is:

- The risk assessment for the contracted service.
- Preventive activity planning for the contracted service
- Written accreditation of workers who have received training and information on the risks to which they will be affected.
- Appointment of the security officer if necessary fuse.
- Written accreditation of delivery of personal protective equipment to each worker.
- Medical qualification or waiver of recognition.
- Contract with own- or third-party prevention service or assumption by the employer.
- Mutual of work accidents



- TC1 and TC2
- Liability insurance
- Certificate of being up to date with social security payment

**INFORMATION IN COMPLIANCE WITH ARTICLE 13 OF REGULATION (EU) 2016/679** The data of the persons signing this contract will be processed by each of the entities they represent in order to execute the contract. These data will be kept for the legal periods of limitation of the responsibilities arising from the relationship of service provision that links both parties. The signatories have the right to request each of the entities responsible for processing access to their personal data, as well as their correction or deletion, at the addresses for notification purposes indicated in the heading of this contract. They also have the right to lodge a complaint with the competent supervisory authority if they believe that their data protection rights have been infringed.

## **ANNEX 1 Certification agreement. Requirements established in ISO 17065, (4.1.2.2).**

The certification body shall ensure that its certification agreement requires the client to comply with at least the following:

- a) the client must always comply with the certification requirements, including the implementation of the appropriate changes when communicated by the certification body,
- b) if the certification applies to ongoing production, the certified product shall continue to fulfil the requirements of the product;
- c) the client must take all necessary measures to:
  - 1) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
  - 2) investigation of complaints and deficiencies;
  - 3) the participation of observers, if applicable;
- d) the client shall make claims regarding certification consistent with the scope of certification
- e) the client shall not use its product certification in such a manner as to bring the certification body into disrepute and shall not make any statement regarding its product certification that the certification body may consider misleading or unauthorized;
- f) upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
- g) if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;

- h) in making reference to its product certification in communication media such as documents, brochures or advertising, the client must comply with the requirements of the certification body or as specified by the certification scheme;
- i) the client must comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
- j) the client shall keep a record of all complaints and deficiencies made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and
  - 1) shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
  - 2) you must document the actions taken;
- k) the client shall inform the certification body, without delay, of changes that may affect its ability to conform with the certification requirements.