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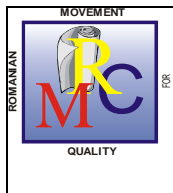
APPROVED
Executive Director MRC

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25.11.2015

INSTRUCTION
SPECIAL CONDITIONS ON CONFORMITY ASSESSMENT SERVICES
ACCORDING TO THE DIRECTIVES OF EUROPEAN UNION
CODE I.MRC.OCS.8.1.2


Drafted,
Certification Director
Nica Eleonora



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Control list of the edition/ revision:

Ed./ Rev.	Subject of change	Changing sheet	Date	Drafted
1/0	Initial elaboration		12.05.2010	
1/1	Correlation with the requirements of SR EN ISO/CEI 17065:2013	FM no. 225	15.01.2014	A.Pădeanu
1/2	Correlation of responsibilities with the organizational structure in force from 01.09.2014 and correction of terminology used according to SR EN ISO/CEI 17065:2013	FM no. 236	15.10.2014	A.Padeanu
1/3	Correlation with new requirements of accreditation and certification of systems and products	FM no. 254	15.11.2015	Nica Eleonora

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1. INTRODUCTION

MRC means Miscarea Romana Pentru Calitate (Romanian Movement for Quality), conformity assessment body, notified body, with the headquarter in Craiova, Parului street, no. 8.

1.1. European Union has legislated the field of products safety through Directives. Many of these directives require the manufacturer to apply the „EC” mark on products that fall within their scope, before the product can be legally placed on the market within the European Economic Area.

1.2. For some directives, before applying the EC mark, the suppliers must submit themselves to the conformity assessment procedures performed by a notified body. Such bodies are designated by the Government of each Member State of the European Commission, which is responsible for this notification.

1.3. MRC has been designated by the Government of Romania and notified by the European Commission, as notified body for a series of directives.

1.4. Directives are transposed in Romania by governments decisions (HG) and contain the criteria applied by the romanian state in the designation of notified bodies, along with the conformity assessment process that undertakes it.

1.5. These conditions represent the requirements for which MRC agrees to provide the services of a notified body to an applicant or to the owner of the certificate, in accordance with the Directives that are transposed by government decision.


1.6. The requests for the services of a notified body must be made on the application form to Miscarea Romana pentru Calitate (Craiova, Parului street, no. 8).

1.7. The conformity assessment process performed by MRC is made by meeting the requirements of SR EN ISO/CEI 17065:2013 – Conformity assessment. Requirements for bodies that certify products, processes and services.

2. DEFINITIONS

2.1 CEPA – Committee of Professional Ethics and Appeals means the committee established as it is necessary, in accordance with clause 12 in order to review a decision of MRC.

2.2 By „Applicant” and „Certificate owner”, under these conditions, means the organization or individual who carries on an activity of designing, manufacturing, processing, packaging, distribution and putting on the market, either exclusively or in any combination of the above mentioned and about either he asks or applies for, or is subjected to conformity assessment procedure in these circumstances.

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2.3 "Order form" means a completed form, in conformity with the requirements of clause 3.1.2.

2.4 "EC certificate" means the document issued when completing the relevant conformity assessment procedure.

2.5 "MRC representatives" mean employees and representatives of MRC.

2.6 „EC mark" means the mandatory mark applied on a product in order to indicate the conformity with the procedures and the essential requirements from Directive.

2.7 "Competent authority" means the body designated by the Government of a Member State and entrusted with administration of applying a particular directive given by the respective Member State.

2.8 "Conformity assessment procedure" means the services performed by a notified body in accordance with the Directive.

2.9 "Directive" means the Directive of the Council on harmonization of laws from the Member States of European Union, which affects the products safety and performance.

2.10 "Member State" means a member state of European Union (EU), or any other state (including the Contracting Parties to the Agreement on the European Economic Area) that can be occasionally accepted by the EU as part of its domestic market and has adopted the relevant Directive(s).

2.11 "Notified Body" means the body designated by the Government of a member state and notified by the European Commission, according to a directive, in order to provide a specific range of conformity assessment procedures.

2.12 "Putting into the market" means the first time when a product is supplied or made available for supply in the European Economic Area.


2.13 "Product" means the goods or services in connection to which is either made an application for conformity assessment procedures, or has been issued a EC certificate.

2.14 "Government decision" means the legislation from Romania, which puts into practice the transposition of a directive into national law.

3. OBLIGATIONS OF THE APPLICANT

3.1 Request

3.1.1 The applicant agrees and undertakes, in any moment, to comply with these terms, including to avoid any doubt, with all requirements related to the applicant and with any decision or notification given by MRC under this topic, to determinate compliance with the Directive.

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3.1.2 The applicant must provide to MRC:

- an application form completed for the conformity assessment procedure;
- the list of each individual equipment of protection needed in accordance with clause 8;
- all information and guarantees asked by the Directive;
- the identity of every product that was previously sold and which has been returned to the producer for modernization or/and renovation activities and which is currently about to be placed into the market under the new conditions;
- a statement, in case is necessary, that another request for the conformity assessment procedure was not made to another notified body.

3.1.3 The applicant must pay to MRC-OCS, the appropriate taxes for the services of a notified body, independent of the issuance of EC certificate.

3.1.4 The applicant must communicate to MRC, in writing, about any changes or completions regarding to:

- a) name of applicant, address or ownership;
- b) the efficient control of the applicant;
- c) the location of fabrication or processing of the applicant or of his subcontractors.

3.2 Conformity assessment

The applicant must promptly comply with all reasonable requests made by MRC in the exercise of its functions, including submitting of all information reasonably necessary to MRC to perform conformity assessment procedure, and in special, it shall:

- submit to MRC, if necessary, all technical data into a design file or technical file for all products that are subject to the request in order to demonstrate the conformity with the Directive;
- submit, allow or facilitate the access to product samples, as MRC might request, for control and evaluation tests, in order to verify meeting of Directive`s requirements;
- submit to MRC all the documentation of the quality system requested by Directive;
- allow to MRC representative the access to all relevant locations, processes, products, quality systems and records, in order to evaluate meeting the relevant requirements of Directive by the producer.

Unless otherwise agreed, the producer must provide to MRC, in Romanian and English, all necessary information to apply the conformity assessment procedure.

4. RIGHTS AND OBLIGATIONS OF MRC

4.1. MRC will exercise correctly and skilfully the application of conformity assessment procedure, including assessments, inspections, tests and surveillances, and also the rights and obligations accepted under these conditions, particularly in making any appointment of a person or representative for any of these purposes.

4.2. MRC will not be responsible for any indirect loss, consequential or purely economic, however they could appear.



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4.3. MRC will not have any obligations, or taxes or liabilities regarding the application of conformity assessment procedure, others than those expressed under these conditions.

4.4. MRC must inform the applicant/ owner of the certificate about the request and the assessment processes that will have to be used in the conformity assessment procedure in order to verify the conformity with the Directive.

4.5. Granting the EC certificates

4.5.1 MRC must verify the conformity of the applicant/ owner of the certificate, in accordance with the Directive, as necessary, by organizing:

- evaluation of technical files/ design files, and/or
- evaluation of quality systems, and/or
- products testing
- product inspection or of its installation, wherever it might be located.

4.5.2 MRC must, in case has verified the conformity with the Directive, to issue, modify or issue again an EC certificate which is valid for a time period provided by the Directive.


4.5.3 In case the Directive requires, MRC must, during a year in which the EC certificates is held by the producer, to perform an appropriate inspection visit, to the headquarter of the certificate's owner and also to the installation place, or the select the samples of products for testing and/or control, from those verified at the previous assessment, in order to confirm that the certificate's owner continues to meet the requirements of the Directive.

4.6 Denial to issue the certificate EC

4.6.1 In case the Directive requires, in case MRC plans not to issue, not to modify and not to issue again an EC certificate or a specific symbol, it must:

- notify in written the owner of the certificate/ request about its point of view and the reasons for which plans to undertake such an action;
- to grant to the applicant/ owner of the certificate the possibility to present in written the reason for which the issuance, modification or the re-issuance of the EC certificate should not be denied;
- take into consideration such representations before taking the final decision;
- in case the decision of no issuing, no modification and no re-issuing is confirmed, to give such a decision in written, in order to inform the applicant/ owner of the certificate of his right of appeal in accordance with clause 12 presented below.

4.6.2 In case the Directive requires also in other circumstances, others than those specified in clause 4.6.1, in case MRC refuse to issue, modify or re-issue an EC certificate or a specific symbol, it must provide detailed reasons in writing for its decision to the applicant/ owner of the certificate and also to inform the Authority when the Directive requires, informing the

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applicant/ owner of the certificate of his right of appeal in accordance with clause 12 presented below.

4.7 Confidentiality

When applying the procedure of conformity assessment, MRC must use all reasonable efforts to keep confidential and not disclose to third parties, except the Authority, information on the applicant/ owner of the certificate, which have confidential nature, unless the law requires or allows it.

4.8 Complaints about the certificate`s owner or his product(s)

MRC may notify the owner of the certificate, in writing, about any complaint received regarding the compliance with the Directive. It can also, if necessary, at its discretion, notify the Competent Authority or other bodies notified.

5. OBLIGATIONS OF THE CERTIFICATE`S OWNER


5.1. The owner of the certificate must conceive a way, which is to be approved by MRC, to communicate to MRC potential changes, based on product changes classification and the quality system in substantial or secondary changes.

5.1.1 These changes that affect meeting the requirements of Directive by the producer, are substantial changes, must be communicated to MRC and require the authorization from MRC before implementation. Changing subcontractors would be a substantial change. The impossibility to communicate to MRC any substantial change could lead to invalidate the CE certificate.

5.1.2 Those changes, which do not affect meeting the requirements of Directive by the producer are secondary and might be implemented immediately and communicated to MRC at time intervals established by MRC or during the regular visit of surveillance.

5.2. The owner of the certificate must promptly comply with all reasonable requests made by MRC in the exercise of its functions, including, but not limited to, those situations where the Directive requires continuous surveillance or random verifications for compliance, and in particular, he must:

- provide to MRC, if necessary, all technical data in a design file or in a technical file or in other established way, for all products that are subject to EC certificate in order to demonstrate the compliance with the Directive;
- provide, allow or facilitate the access to such samples of products, as MRC may require the verification of tests and assessment in order to demonstrate meeting the essential requirements of Directive;
- provide to MRC all documentation of the quality system required by the Directive;

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- allow the access to MRC`s representatives to all relevant locations, processes, products, quality systems and records in order to assess the compliance with the essential requirements from Directive. If necessary, under the requirements of the Directive, such assessments can be performed unannounced;
- unless otherwise agreed, the owner of the certificate must provide to MRC all information in order to perform conformity assessment services, in Romanian language.

5.3. Negative incidents

The owner of the certificate must, in any moment, to communicate to MRC all negative incidents (whenever and wherever they appear) on any product manufactured under the EC certification, together with any limitations, interdictions, suspensions, terminations or warnings about the use or putting into market (including those pending or anticipated) imposed by authorities (or bodies).

5.4. An owner of a certificate must provide written information to MRC, on any changes or completions on:

- a. name of the certificate`s owner, address or ownership, phone, e-mail;
- b. effective control of the certificate`s owner;
- c. locations for fabrication or processing of the certificate`s owner or his subcontractors;
- d. identity of his subcontractors.

6. RECORDS

The owner of the certificate must keep, for any product registered on an EC certificate, all documents and data on the product`s conformity with the essential requirements of Directive, in a readable manner, recoverable and acceptable form, for the minimum period of years defined in Directive, after the termination of production of the product concerned.


7. APPLYING THE EC MARKING OR THE SPECIFIC SYMBOL

7.1 The owner of the certificate must, in all respects regarding applying the EC marking or the specific symbol, to meet the requirements of the Directive.

7.2 The owner of the certificate must apply the EC marking or the specific symbol and the appropriate identification number assigned to MRC by the European Commission (under the responsibility of MRC), according to the requirements of the Directive, related to those products mentioned in the EC certificate. He must not apply or use the EC marking or the specific symbol in another way or manner or in connection to products that are not mentioned on the EC certificate.

7.3 The owner of the certificate must not make any statement regarding the EC marking or other specific symbol, which according to MRC it might be misleading or incorrect.

7.4 The owner of the certificate must at the moment of total expiration or partial expiration of the EC certificate, however it might occur, ensure immediate end of applying the EC marking or a specific symbol to the new products and eliminating the EC marking or a specific symbol, if

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asked, from any product under his possession and the stop of using them to all other references to it, including all references to MRC in all advertising documents, in any media and other promotional materials.

8. HEALTH AND SAFETY

8.1 An applicant or the owner of the certificate must notify the MRC representatives on any individual protection equipment that are obliged to wear during an assessment, inspection or any other visit to the headquarters or to the site location.

8.2 During the visits mentioned at section 8.1, an applicant or the owner of the certificate must provide an individual protection equipment to the representatives, which is mentioned in clause 8.1 and must train them on the proper use of it.

9. RATES - GENERAL PROVISIONS

9.1 The fees on certification will be mentioned in a rates and fees offer, which is provided to the applicant or the owner of the certificate.

9.2 The assessment fees are communicated to the applicant or the owner of the certificate for his prior agreement. Such fees are nonrefundable unless the case the activities for which fees are paid are not performed.

9.3 The initiation fees are paid along with the request. All other fees are paid by the applicant or the owner of the certificate before performing the assessment stage.

9.4 The applicant or owner of the certificate must pay any fees under this agreement, in the national currency of Romania or in Euro. Payments in other currencies can be made only with the express written consent of MRC.

9.5 In case the applicant or owner of the certificate fails to pay any fees, he is obliged to pay penalties of 0,15% for each day of delay.

9.6 Any modification of fees shall enter into force to a date which is not smaller than two calendar months from the written notice of the change that was sent to the applicant or owner of the certificate.

9.7 The applicant or owner of the certificate must be responsible for all costs of product samples, including the delivery, return, packaging and transport costs, customs duties and taxes.

9.8 Subject to clause 9.9, to the fees and rates of MRC is added VAT.

9.9 The following criteria apply for applicants and owner of certificates who reside outside Romania:

a. fees mentioned by MRC after dedducting all withholding tax are sales, local taxes and on value added tax (VAT).



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b. the applicant of owner of certificate is responsible for:

- * payment of all these fees to the appropriate authorities, at the appropriate time, and
- * sending copies of all fiscal documents to MRC.

c. all fees will be paid to MRC in the currency of Romania or euro. Payment in other currencies can be made only with the express written consent of MRC.

MRC will not accept any reduction to fees resulting from differences of exchange rates, bank expenses, agreements for letters-of-credit, guarantees or other fees, others than the normal transaction fee related to the functioning of their banking facilities.

10. WITHDRAWAL OF EC CERTIFICATES

10.1. In case the owner of certificate fails to comply with these conditions, and subject to the provisions of Clause 12 (Appeals), MRC can take such decisions as it considers necessary, including refusing to issue, revoke or amend the EC certificate and shall inform the competent authority and all other relevant bodies notified about the action.

10.2. MRC may, under provisions of the Directive and the provisions in which MRC is designated as a notified body, to revoke, suspend or refuse to issue or renew an EC certificate or refuse to continue to provide services for surveillance or monitoring where those are required to maintain an EC certificate, if the owner of the certificate:

- Does not comply these conditions, including, but not limited to failure to pay invoices issued by MRC

- Has a bankruptcy petition issued against him, or

- Becomes bankrupt or makes a composition or moratorium arrangement with its creditors,


or

- Has a petition for liquidation or administration order filed against him or a previous resolution of voluntary liquidation, or

- Has a temporary liquidator, administrator, or supervisor, trustee, receiver or manager of its activity or the company duly appointed or possession taken by or on behalf of holders of bonds guaranteed with a fee of floating, of any property comprised in or subject to, floating charge, or

- Has any check or negotiable instrument issued by the applicant / owner of certificate or any payment request in accordance with sections 123 or 268 of Law 1986 on insolvency or any further relevant legislation on any conviction for an offense which, according to MRC it tends to discredit the reputation of the manufacturer and the good faith as a trader.

10.3 In case MRC finds out that pertinent requirements of the Directive have not been met or are no longer met by the owner of certificate or in case a certificate shouldn't have been issued or has been a violation of a condition on the issuance of the certificate, then it must, taking into account the principle of proportionality, suspend or withdraw the EC certificate or impose restrictions on it, unless compliance with such requirements is ensured by the implementation of appropriate corrective measures by the owner of certificate. In case of suspension or withdrawal of EC certificate or of any restriction placed on it or in cases where intervention by the competent authority may become necessary, MRC must thereof inform the competent authority. The competent authority may, at its discretion, to inform other Member States and the European Commission on this situation.

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10.4 In case MRC intends to withdraw an EC certificate or a specific symbol in accordance with clause 10.3, on the grounds that has been a violation of any condition on the issuance of the certificate, it must, before withdrawing the mentioned certificate, to provide 28 days to the owner of the certificate, in order to submit reasons for which the certificate should not be withdrawn.

10.5 Any decision of MRC on clause 10.2 shall be final and conclusive and shall not be subject to control under clause 12.

11. INDEMNITIES

11.1 The owner of certificate must compensate MRC against damages to third parties and other costs that MRC may incur in a reasonable manner due to the failure of the certificate owner to comply with these conditions and that is not assigned to any act of negligence, error or omission by MRC in fulfilling its tasks. This condition must remain mandatory for the owner of certificate, after the completion of conformity assessment procedure for any clause for a minimum period of 10 years.

11.2 The applicant or owner of certificate must compensate the MRC on any damage that may be reasonably accepted will be assigned by or against MRC regarding the death or wounding of representatives of MRC, which occur during any procedure for conformity assessment under those circumstances, unless damages are accepted to be granted in respect to any liability that can be attributed or that is attributable to negligence of MRC or representatives of MRC.

11.3 The applicant or owner of certificate must perform and maintain an insurance of civil responsibility of a type and at an appropriate level for its business operations. Such insurance shall be in normal form for the risks involved and to provide the compensation of MRC. When reasonably is required to do so by MRC, the owner of certificate must submit to MRC the justificative documents showing that the insurances required by this clause are properly maintained.

12. APPEAL PROCEDURE

12.1 Subject to clause 12.2, in case the applicant or owner of certificate wants to appeal and have any decision of MRC revised, he should, unless otherwise specified by the Directive, notify in writing its desire to have the decision reviewed, along with the grounds of appeal, to the Executive Director of MRC at the address given in paragraph 1.6, within 30 days after he was legally validated by such a decision.

12.2 An applicant or owner of certificate can not appeal to the Professional Ethics Committee and Appeals of MRC:

- a. on any decision taken by MRC under clause 10;
- b. on the method for testing / evaluation used by MRC, or
- c. against the level of fees charged by MRC under these conditions.



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12.3 The Committee of Professional Ethics and Appeals should not have any commercial interest.

12.4 A meeting of the Committee of Professional Ethics and Appeals, established in accordance with clause 12.3 shall not be held less than 30 days and no more than 45 days after receiving a notice given under the clause.

12.4.1 The appellant must be given a notice of at least 14 days from the time, date and place of the meeting, together with an explanation of the appeal procedure and also the names of members of the Committee of Professional Ethics and Appeals of MRC. The appellant may oppose the inclusion of any person into the Committee of Professional Ethics and Appeals, on reasonable reasons given in writing to the Executive Director of MRC, to the address mentioned in clause 12.1, with up to 7 days before the meeting. In case the Executive Director of MRC considers that such an objection is based on reasonable reasons, he may replace the member appointed with another member, in accordance with clause 10.3. The period of 45 days to organize a meeting of the Committee of Professional Ethics and Appeals, given in this clause, may be extended by the necessary time to appoint such an alternative member.

12.5 MRC decision shall remain in force until any decision of the Committee of Professional Ethics and Appeals, which must have the power to access a decision, to which MRC must agree. The majority decision of the Committee of Professional Ethics and Appeals, as established by its executive director, shall be final and conclusive, subject to final conclusion in accordance with clause 13.2.

12.6 Given any appeal, MRC may, where appropriate, consult or advise the Relevant Competent Authority of Romania regarding the subject of the appeal and its outcome.

13. LEGISLATIVE FRAMEWORK

13.1 None of these conditions should not be considered as modified, added or excluded from any requirement of the Directive.

13.2 The interpretation of these conditions shall be governed and interpreted in accordance with the laws of Romania, no matter where the manufacturer is located or in case the conformity assessment procedures have been performed. Consequently, MRC and the owner of certificate must be present in the Court of Romania.

13.3 In case any provision of these conditions is considered invalid or inapplicable in whole or in part, the parties non-affected by the conditions shall remain valid.

13.4 The rights of each party should not be prejudiced or restricted by any indulgence or tolerance extended to the other party and no waiver by any party regarding any violation shall not be irreversible.



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13.5 MRC reserves the right to modify these conditions in order to take into account the changes of Directive or of the standard or conformity assessment procedures. In case of changing legal context, of standard or conformity assessment procedures, MRC reserves the right to make changes to these conditions without notification. MRC must notify the owner of certificate about the changes in these conditions and of the deadline to be respected.

13.6 References in these conditions must be interpreted under the applicable regulations in force from Romania.

14. NOTIFICATION

14.1 Any decision, requirement or notification under the present conditions is made through a notification in written and signed by and behalf the entrusted party.

14.2 A notification may be given to the applicant/ owner of certificate, to the address indicated on the EC certificate request form or in other way of notifying of MRC, in accordance with this clause 14 and MRC at the address mentioned in above clause 1.6.

14.3 In case the address of the applicant or owner of certificate referred to in clause 14.2 it is located outside Romania, then the applicant or owner of certificate must notify to MRC the an address (and any changes to it) within Romanian territory for the procedure service or any notification.

14.4 Either party may give a notification to the other party:


- a. sending it by post to the correspondence address established;
- b. delivering it personally to the correspondence address;
- c. by fax delivery, payment to the sender, to the correspondence address.

14.5 Any notification sent by post (unless proven otherwise) have to be considered to have been submitted in forty-eight (48) hours from the post time and in order to prove such a service is sufficient to prove that the notice was properly sent and sent as a letter with acknowledgment of receipt, with the payment to the sender.

14.6 Any notification sent by fax (unless proven otherwise) have to be considered to have been submitted within twelve (12) hours after its receipt was automatically admitted at the sender and in order to prove such a notification is sufficient to prove that the fax transmission was properly sent and recognized.

15. GENERAL

15.1 Neither party should violate those conditions in case there is no total or partially failure or performance of it toward its duties and obligations under these conditions of major force, fire, act of government or state, war, civil movement, insurrection, embargo, prevention or production of an impediment in obtaining any raw materials, energy or other causes beyond the control of either party. If a party is unable to fulfill its duties and obligations under the agreement,

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as a direct result of the effect of one or more such cases, the party concerned must give written notice regarding its inability, stating the cause, the date on which it began and the period of the situation occurred, and also the necessary time to fulfill these rights and obligations with which the time specified in the contract must be accordingly extended.

15.2 These conditions may be changed only by MRC. No such modification shall affect the right of any applicant or owner of certificate until MRC has not notified in writing such changes which state the date by which they must comply with changing conditions.

OTHER SPECIFICATIONS

MRC publishes on the website www.mrco.ro, under these general rules, the following:

- detailed description of certification activity, the initial one and the granting process as well, maintenance, restriction, extending, suspending, withdrawing of certification and recertification;
- regulatory requirements applicable to certification;
- certification requirements for potential customers.

MRC informs customers through contract, on the corresponding charges for certification and its maintenance.

At the request of any interested party, MRC publishes information regarding the client and its certified products and also undertakes to confirm in writing, by fax or e-mail, or telephone request, the validity of the granted certification.

In exceptional cases, at the request of the client, the access to some information may be limited.

MRC can provide to a third entity, information on a client, only with his prior consent, except other cases provided by law.

The procedure shall enter into force after its approval by the Executive Director of MRC, starting with the date of obtaining accreditation.