

<b>IBExU</b> Institut für Sicherheitstechnik GmbH  Fuchsmühlenweg 7 09599 Freiberg Germany	<b>Certification of Products and          Quality Assurance Systems          in accordance with Directive 94/9/EC</b>	<b>NOTIFIED BODY</b>  EC Identification No 0637  Date: 20.03.2009 Page 1 of 3
	<b>General Conditions          for individual orders</b>	

**IBExU** Institut für Sicherheitstechnik GmbH performs services in accordance with the "Verordnung über das Inverkehrbringen von Geräten und Schutzsystemen für explosionsgefährdete Bereiche", ExplosionsschutzVO – 11. GSGV of 12 December 1996 (Regulations for the introduction into circulation of equipment and protective systems intended for use in potentially explosive atmospheres on the market, 11th Regulation on the Product Safety Act) in connection with Directive 94/9/EC of 23 March 1994 on the approximation of the laws of the Member States concerning equipment and protective systems intended for use in potentially explosive atmospheres as the appropriately **NOTIFIED BODY** (EC Identification No 0637) under the following conditions:

1. The examination activity carried out by IBExU as a NOTIFIED BODY is a service. There is no obligation to provide certain work results.
2. The contractual relationship between IBExU Institut für Sicherheitstechnik GmbH and the customer starts with the confirmation of the request/order for examination ("order confirmation") by IBExU.  
 Advisory activities are not subject of the request/order for examination.  
 Along with the following general regulations, appointed times and costs are particularly agreed in the contract.  
 Compliance with delivery times specified in a binding manner presupposes the clarification of all essential technical preliminary questions by the beginning of the processing as well as punctual and complete compliance with all cooperation duties of the customer.
3. A test report and/or quality audit report is drawn up regarding the examinations and/or quality audits carried out by IBExU. The customer gets an original of the report in German.  
 The report drawn up by IBExU is the basis for a certificate to be issued by IBExU.
4. A certificate is issued on the basis of a test report only if the test report concludes by confirming that the requirements of Directive 94/9/EC are fulfilled by the product or quality assurance system tested. That means that in case of a "negative" test result (the product to be tested does not fulfil the requirements of Directive 94/9/EC) only a test report is drawn up but no certificate is issued as the service provided under the examination order.
5. Certificates which confirm the conformity of equipment, components or protective systems with the requirements of Directive 94/9/EC are granted for an indefinite period of time, provided that there are no other legal regulations.  
 The customer gets an original of the certificate in German.
6. As a rule, certificates which confirm the quality assuring measures of the applicants (manufacturers of products which are within the scope of Directive 94/9/EC) are granted for a period limited to 3 years.  
 The customer gets an original of the certificate in German.
7. It is possible to issue the reports and certificates additionally in another language. A corresponding agreement is necessary.  
 The translated copies are marked as such. In the event of a dispute the original German text is always the valid version.
8. For the tests, the applicant is obliged to provide IBExU, free of charge, with test items in the quantity required for the tests, including all accompanying technical documents such as design drawings, parts lists with material specifications, function instructions, user information (operating instructions).

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The documents submitted for the examination as well as the test items must fulfil all the requirements of Directive 94/9/EC.

The test items may be damaged or destroyed by the tests.

9. IBExU has the right to inspect all of the customer's documents which are required for the examinations to be carried out.
10. The manufacturer shall provide IBExU with the technical documents pursuant to Directive 94/9/EC ("test documents") in duplicate. Test documents have to be indicated as such by the manufacturer. After the test order has been completed, one set of "test documents" will be sent back to the customer with an IBExU endorsement.
11. IBExU may request that the equipment, protective systems and components must be marked with indispensable notes for safe use and the components additionally with notes regarding conditions for the installation into an equipment or protective system (please see the corresponding marking in the certificates with X or, in the case of components of electrical equipment, with U after the certificate number).
12. IBExU specifies the so-called "Ex-marking" of the equipment, protective systems and components for the tested products as well as marking with the EC Identification Number 0637 of the NOTIFIED BODY IBExU in accordance with the appropriate regulations.
13. After delivery to the customer, certificates and test reports become the property of the customer. The certificates and test reports and also all other documents and information related to the examinations are treated confidentially.
14. Individual certificates or overviews of issued certificates are not published by IBExU unless publication is required by legal regulations. In the event of such publication, the customer will be informed about it in advance.
15. The customer must inform IBExU if production of a certified product has been discontinued.
16. IBExU is authorized to withdraw a certificate which has been granted and to declare it invalid if
  - a) it is established afterwards that the certificate granted ought not to have been issued.
  - b) the customer does not fulfil his duties to the NOTIFIED BODY IBExU especially if the test item supplied for test does not correspond to the products which are put on the market. (IBExU has no market supervising inspection or investigation duties in this regard.)
  - c) the legally prescribed requirements made of the certified product (for example because of significant more recent knowledge) or made of the quality assurance system are no longer fulfilled and existing defects are not remedied within legally provided or appropriate periods. The same holds true if the test item, achieved test results or quality assurance system are no longer covered by the relevant regulations.
17. Before withdrawing a certificate IBExU shall inform the customer and give him the opportunity to comment.
18. The customer has no right to compensation after a certificate is withdrawn or declared invalid unless the customer has suffered damage or loss as a result of deliberate or grossly negligent behaviour on the part of IBExU.
19. IBExU does not assume any liability for damage or loss suffered by the customer in connection with the contractual activity unless the damage or loss results from grossly negligent or deliberate behaviour on the part of IBExU. The customer exempts the IBExU from claims for compensation by third parties unless the damage or loss has been caused by deliberate or grossly negligent behaviour on the part of IBExU. The same applies if test results, certificates or test reports are passed on by the customer and this results in damage or loss for a third party.

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Compensation shall be provided at the most up to the sum of the order value.

20. The customer is liable for all damage or loss suffered by IBExU as a result of a culpable infringement by the customer, his representatives, agents and assistants of the obligations incumbent on it.
21. Transport of the items to be tested and of documents is carried out at the expense and sole risk of the customer.
22. The customer has the right to file an appeal with the management of IBExU against the examination procedure, the test results or other measures undertaken by IBExU within one month of notification. If the customer complains wrongly about an existing defect and if costs for a review arise resulting from it then the customer is obliged to refund the costs.
23. The customer shall be invoiced for the costs of the services provided within the scope of a test order (including costs for translations) according to the agreements made here. The costs do not depend on the test result.
24. Each contractual relationship is exclusively subjected to the law of the Federal Republic of Germany.
25. Freiberg is the place of jurisdiction and place of performance for all services that IBExU is obliged to perform on the basis of the order relationship.
26. Should individual provisions of these general contractual conditions not be applicable for any reason, this does not affect the other provisions.

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We hereby acknowledge the above-mentioned conditions and it is confirmed that the test order for the product described in greater detail in the written request, the order and the contract has only been submitted to the NOTIFIED BODY IBExU.

Place:

Date:

Signature

Company stamp