

AGREEMENT

Between:

Company A (Supplier)

Company: _____
Address: _____
Tel.: _____
V.A.T. number: _____

and

Company B (Purchaser)

Company: _____
Address: _____
Tel.: _____
V.A.T. number: _____

Whereas:

- The products **Company A** manufactures include the gas appliances for the applications specified:

Identification _____
Intended use _____

- **Company A** has already obtained CE Type Examination Certification of the above appliances under Directive 90/396/EEC and/or 92/42/EEC on the basis of the procedures listed in Annex II, point 1 and/or Annex IV, for verification of which it has identified the Notified Body _____;

- **Company A** has adopted the following procedure for certification of conformity of production of the above-mentioned appliances under Directive 90/396/EEC and/or 92/42/EEC:

- Annex II, point 2 / Annex IV, module C
- Annex II, point 3 / Annex IV, module D (guarantee of production quality)
- Annex II, point 4 / Annex IV, module E (guarantee of product quality)
- EC check – Annex II, point 5 (module F)

for verification of which it has identified as Notified Body _____;

- **Company B** purchases from **Company A** the appliance _____ and sells it under its own name identified as follows:

Ref. trade name _____

Ref. model: _____

- **Company A** meets all legal requirements under the terms of Directive 90/396/EEC and/or 92/42/EEC, applicable in its capacity as manufacturer of the appliance, and will keep all records and technical information on file as required by the Directive.

All the above having been stated and considered, it is hereby agreed that:

- 1) **Company B** accepts legal responsibility as the product manufacturer in conformity with the terms of Directive 90/396/EEC and/or 92/42/EEC.
- 2) **Company B** declares that it will maintain the specific intended use identified in the preamble.
- 3) **Company A** shall be responsible for maintaining an EC Type Examination Certificate of the type issued by the Notified Body; **Company B** shall be responsible for maintaining its own.
- 4) **Company A** also agrees to keep the product's technical specifications and Technical File on its own premises.
- 5) **Company A** also agrees to notify **Company B** immediately in writing of the results of surveillance performed by the Notified Body which issued EC certification to ensure that the required conditions are being maintained.
- 6) **Company A** also agrees to notify **Company B** in writing of any important projects for adaptation of its quality system or modification of the assessment procedures it applies, and of the result of checks conducted by the Notifying Body of the modifications introduced insofar as they pertain to **Company B**'s appliance assessment procedures.
- 7) **Company A** also agrees to provide a copy of the labels and instructions for use for products supplied to **Company B** and to provide prompt written notification of any significant changes introduced.
- 8) **Company A** also agrees to notify **Company B** of any significant changes made to products or their productive process
- 9) The parties acknowledge to one another that the appliance _____ made by **Company A** under this agreement is the appliance identified in the attached correspondence table and that it may be sold under the trade name of either **Company A** or **Company B**. The only difference in the way it is sold will be in the packaging and labelling, which **Company B** will perform independently.
- 10) With reference to point 5 of this agreement, **Company A** agrees to provide the Notified Body selected by **Company B** for application of the CE marking, and the competent authorities in individual nations entitled to view it, with all documentation stating satisfaction of the requirements of Directive 90/396/EEC and/or 92/42/EEC (Technical File) for a period of at least 10 years after the last date of manufacture of the product.
- 11) **Company A** agrees to file all quality record documents pertaining to the appliance _____ sold to **Company B** for at least _____ years after the last date of manufacture of the product.
- 12) Both parties confirm that, as to them, the quality system adopted ensures the traceability of the product and related documentation.
- 13) **Company A** also agrees to meet its obligations under the quality system approved by the selected Notified Body and to keep the system in good working order, supplying devices which conform to the technical documentation prepared for assessment of conformity with the requirements of Directive 90/396/EEC and/or 92/42/EEC.
(Not applicable with module C)

- 14) **Company B** shall be required to check supplies from **Company A** by checking the documentation supplied and the devices in the condition supplied, in order to proceed with packaging of the supply in its current condition, with application of the EC mark followed by the number identifying the Notified Body in charge of approval and therefore labelling, enclosing instructions for use.
- 15) If **Company B** labels the devices, it will do so in absolute conformity with **Company A's** technical file.
- 16) **Company B** agrees to sell the product as delivered by **Company A**, with no further handling.
- 17) **Company B** shall notify Company A immediately of any nonconformities that may be identified by its post-sale surveillance system, especially nonconformities which may occur during product use or other similar circumstances which may involve **Company A**.

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Commento: Not applicable if packaging's made by A

Date: dd/mm/yyyy

Company A

Company B

Enclosures:

Table illustrating correspondence of the appliance _____ produced by **Company A** and also sold under **Company B's** trade name _____.