



ÉMI NONPROFIT LLC. FOR QUALITY CONTROL AND INNOVATION IN BUILDING
(ÉMI)

GENERAL TERMS AND CONDITIONS

The text of the present General terms and conditions is identical to that of the 1/2019 Hungarian version, but in case of legal dispute the Hungarian version is authoritative.

EDITION 1/2019

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I. GENERAL DATA

Company name:	ÉMI Építésügyi Minőségellenőrző Innovációs Nonprofit Korlátolt Felelősségű Társaság (hereinafter "ÉMI")
Registered office:	2000 Szentendre, Dózsa György út 26.
Address of correspondence:	H-2001 Szentendre, Pf. 180.
Telephone	+36 (26) 502 300
Company register no.:	13-09-176128
Tax number:	20783185-2-13
EU tax number:	HU-20783185
Website:	www.emi.hu
For the GTC go to:	http://www.emi.hu/EMI/web.nsf/Pub/aszf.html

II. SCOPE OF THE GTC

- (1) The present general terms and conditions (hereinafter referred to as "GTC") govern the following specific contracts concluded by ÉMI as service provider or as contractor/subcontractor:

Factory production control - certification.
Product certification.
All tests and material and product tests, further type tests.
National Technical Assessment.
European Technical Assessment.
Calibration activity.
Fire Safety Certificates of Compliance.
General expert activity.
Issuing energy performance certificate.
Issuing Application Certificates.
ÉMI's subcontracts

- (2) This GTC are valid and effective for an indefinite period(until withdrawal). Applicable to already concluded specific contracts in case of withdrawal.

- (3) Any changes to the GTC shall be immediately published by ÉMI on ÉMI's website after the changes come into effect as per the provisions of CXII of 2011 on the right to informational self-determination and on the freedom of information.

(4) This GTC are governed by the provisions of Act of V of 2013 on the Civil Code (hereinafter referred to as "Civil Code").

III. GENERAL RULES RELATING TO ALL CONTRACTS

(1) The provisions set out in this chapter 3 are valid with regard to all contracts determined in chapter 2, provided that if there is a difference between the special provisions relating to the given contract type and the provisions determined herein, then the provisions relating to the given specific contract type shall prevail.

(2) If the offer presented by reference to this GTC are accepted by the other party with their own general terms and conditions and the general terms and conditions are not in conflict, both parties' general terms and conditions become part of the contract. However, if there is a discrepancy between the general conditions, this GTC must be followed.

Any provisions which are different from the general contract practices are underlined.

III.1 CONCLUDING THE CONTRACTS

(1) When signing the contract, ÉMI aims at simultaneity and it endeavours to make sure that the representatives of the contracting parties are present in person, so that after signing the contract the original copies of the valid concluded contract can be handed over to them.

(2) If a contract prepared by ÉMI and agreed upon in advance is signed at different places and times (the contract signed by ÉMI is signed by the Client/Principal at a later point), the contract can be regarded to have been concluded only after the original specific contract copies also signed by the Client/Principal have been returned to ÉMI and they have been registered in ÉMI's registration system.

(3) ÉMI attempts to agree upon the contract terms in advance, taking into consideration mutual interests, in order to avoid differences in opinion between the contracting parties when signing the contract.

(4) ÉMI does not consider specific contracts concluded-in the absence of a different statement from ÉMI-,if the other party returns the copy of contract already signed by ÉMI supplemented by one-sided declaration, clause or disagreement. If ÉMI sends to a contracting party the approved draft of a contract in electronic way or it approves the draft as suggested by the contracting party in electronic way, the contract only enters into force when the contracting party sends to ÉMI the hard copy of the approved draft of the contract without any changes and duly signed and ÉMI signs it.

(5) Upon concluding the specific contract all earlier agreements, offers, etc. concluded between the Parties in connection with the given contract shall become invalid, so their legal relationship shall be governed by the validly concluded specific contract, its appendices and the present GTC (completion clause as defined by article 6:87 of the Civil Code).

III.2 COMMUNICATION

In the course of performing the contract the Parties shall be entitled to communicate exclusively with the contact person determined in the contract or with the person authorised by the above contract person in writing. Parties forthwith inform each other regarding changes of contacts. Any losses

resulting from the failure of this obligation are compensated by the Party responsible for the omission.

III.3 PROVIDING INFORMATION

ÉMI seriously aims at unbiased and independent professional performance, and with regard to this during the performance of the contract it may restrict supplying interim data and information or refuse to supply such data and information without giving reasons.

III.4 ISSUING DOCUMENTATION

Unless otherwise provided in the specific contract, ÉMI shall hand over documentation prepared in connection with the performance of the contract to the Client/Principal only if the Client/Principal has completely settled the invoice issued on the basis of the contract. ÉMI may refuse to issue document parts or interim documents prepared during its performance in any form.

III.5 INVOICING

(1) ÉMI shall issue an invoice of the amount determined in the specific contract and other expenses incurred based on the legal relationship, in accordance with the currently valid rules of taxation, accounting and other relating rules. Client/Principal shall be obliged to pay the invoice amount after the invoice has been issued, within the deadline determined in the specific contract, with the method of payment determined therein, by bank transfer or in cash. (2) If partial performances are included in the specific contract, ÉMI shall issue an interim invoice when settling the given part. The provisions of this section shall apply to the settlement of interim invoices.

III.6 LATE PAYMENT

(1) The invoiced amount can be regarded settled, when the total invoiced amount has been credited to ÉMI's bank account.

(2) In case of late settlement of the invoices ÉMI, depending on the person of the Client, shall charge late payment interest determined in article 6:48 of the Civil Code, or if the Client is a business organisation, then ÉMI shall charge late interest as determined in article 6:155 of the Civil Code.

(3) In case of late payment, Client shall be required to provide compensation for recovery costs in forints in the amount equivalent to 40 euros calculated at the medium foreign exchange rate of the Hungarian National Bank in effect on the first day of the period for which interest for late payment is charged.

(4) Should the amount paid by the Client be insufficient to cover the entire debt, ÉMI will use such amount for covering the costs first, then the interest, and finally, the capital.

III.7 THE LEGAL CONSEQUENCES OF LATE PAYMENT

(1) ÉMI shall be obliged to hand over the documentation prepared during performance to the Client, unless otherwise stipulated in the specific contract, after the invoice or interim invoice with the amount determined in the specific contract has been settled.

(2) ÉMI shall be entitled to refuse to hand over the documentation until the amount of the invoice or interim invoice issued has been settled completely.

(3) ÉMI shall be entitled to suspend further performance until the amount of the interim invoice has been settled. In this case ÉMI's deadline of performance shall be extended without any further legal statement by the number of days the Client spends in delay with fulfilling its payment obligation.

III.8 PERFORMANCE, PERFORMANCE DEADLINES, PLACE OF PERFORMANCE

- (1) The activity performed by ÉMI on the basis of the specific contract shall be regarded as an indivisible service, even if partial performances took place per work part.
- (2) The deadlines determined in the specific contract shall apply to ÉMI's performance, but without any further legal statement the deadline determined in the specific contract shall be extended by the number of days the Client spends in delay with providing information or handing over tangible assets needed for performing the contract, or with fulfilling other obligations. The Client's delay excludes ÉMI's delay.
- (3) The place of ÉMI's performance is its registered office or its business site or branches, or the place determined in the specific contract.

III.9 CONFIDENTIALITY

- (1) The Parties undertake the obligation to handle business secrets they obtain knowledge of in confidence, in compliance with the relating legal prescriptions. The Contracting Parties shall be obliged to refrain from any behaviour resulting in the disclosure of trade secrets or in unauthorised parties obtaining trade secrets.
- (2) The Contracting Parties shall be obliged to refrain from using any information regarded as trade secret for their own purposes or someone else's purposes falling outside the scope of the contract, and from disclosing such information to third parties, not including the case when and to the extent the other contracting party has given its prior explicit approval to such use or disclosure.
- (3) All facts, data, information, solutions or contract offers related to the business activity or the financial or legal status of either Party, disregarding their form of appearance, shall be regarded as trade secrets, if the secret owner has a fair interest in keeping them secret, and has taken the necessary measures in order to keep them confidential.
- (4) Everything announced during a meeting held between the Parties shall be regarded as trade secret, as well as all information either of the Parties gains knowledge of during performance. Trade secret includes especially all data of a business or technical nature relating to the content and conditions of contracts concluded with a third party in the business line in question, in the course of the cooperation between the Contracting Parties, as well as data relating to third parties, handled with the obligation of secrecy and disclosed lawfully with the permission of the given third party.
- (5) The Parties undertake not to provide any information to third parties about the existence, subject matter, content or conditions of meetings held or to be held between them, or about possible contract drafts, contracts or other related documents.
- (6) The Parties undertake the obligation to ensure access to information and data regarded as trade secret even within their own organisation only on a "need to know" basis to persons under an obligation of secrecy of the same content as determined in the present contract.
- (7) The Parties are under the obligation of secrecy without any limitation in time, and in this respect the Parties are also liable for the persons acting for and on behalf of them, for fulfilment partners, collaborators, employees or persons employed in any other form.
- (8) The Parties undertake the obligation to inform the other contracting party immediately about all events when they have to disclose trade secrets (to the court or to the authorities) at the request of the court or the authorities.
- (9) The Parties record that the obligation of secrecy does not relate to data or information

- that was already generally known or became generally known at a later point (but not because of breaching the obligation of secrecy);
- that had already been lawfully possessed by the Party concerned before it was disclosed to it by the secret owner;
- that is public anyway due to force of a legal act or due to the measures taken by the authorities or by the court.

(10) The Parties explicitly record that the obligation of secrecy shall remain valid without any limitation in time as long as the trade secret nature of any information or data exists, or until the circumstances listed above occur.

III.10 CONTRACT AMENDMENT

(1) The specific contract may only be amended in writing, amendments made verbally or by implied conduct shall be regarded invalid. The contract may be amended in the form of a document signed by the authorised representative of both parties.

(2) If any of the provisions of the specific contract or any part of its provisions becomes invalid or unenforceable, it shall not affect the validity of the rest of the provisions. In this case the Parties shall be obliged to replace the currently invalid provision with a valid or enforceable provision that suits the spirit of the invalid or unenforceable provision and the Parties' objectives the best.

III.11 TERMINATION OF THE CONTRACT

(1) The specific contract shall be terminated:

- if both parties fully performed their obligations undertaken in the contract or arising from it;
- if the same person becomes the entitled and obliged party;
- if ÉMI or the Client/Principal being a legal entity terminates without a legal successor;
- upon death of the Client/Principal being a natural person;
- from any other reason defined by legal regulation or in a decree issued by court or authority.

(2) The specific contract may be terminated:

- by the parties by mutual consent for the future or if considering the type of the contract it is possible with retroactive effect to the date of entering into the contract;
- by the party who is entitled by the law or by the provisions of this GTC to terminate or withdraw the contract, with a statement addressed to the other party.

(3) In case of the termination of the specific contract the parties shall not be bound to provide any additional services and shall be obliged to settle with each other with all services already rendered before termination. In case of termination by mutual consent or of cancellation, the Client/Principal shall reimburse all the certified expenditure of ÉMI in one lump sum at the time of execution of the document on such termination.

(4) In case of cancellation of the specific contract the services already performed shall be returned. If no restitution in kind is possible, the contract may not be cancelled.

(5) If the specific contract is cancelled, the provisions relating to termination, whereas in the case of withdrawal the provisions relating to cancellation shall apply, with the exception that the party may withdraw the contract if it offers to simultaneously return the services already received.

(6) In case of specific contracts considered as "contract for professional services" as set out in book six, part three, title XV of the Civil Code, the Client shall be entitled to withdraw from the contract at any time before the beginning of performance, and shall then be able to terminate the contract

before performance. In case of withdrawal or termination the Client shall pay the proportional amount of the service fee and to compensate for the damages resulting from the termination of the specific contract with the condition that the compensation may not exceed the amount of the service fee.

(7) In case of specific contracts considered as “engagement-type contract” as set out in book six, part three, title XVI of the Civil Code, either of the parties is entitled to terminate the specific contract with ordinary notice, on a notice period of 15 (fifteen) days, with a written statement addressed to the other party (ordinary notice). In case of ordinary notice the Parties shall be obliged to settle their accounts within 5 (five) working days following termination of the contract at the latest. If the contract is terminated by the Client, then the Client shall, at the same time with the settlement, indemnify ÉMI for all damages arising from the termination by the Client. If ÉMI terminates the contract with ordinary notice at an unsuitable time, it shall pay compensation to the Principal for damages resulting from the termination, unless the notice is given on account of the Principal’s non-performance.

(8) If the Client breaches the contract, ÉMI shall be obliged to terminate the contract in writing, with extraordinary notice. In case of extraordinary notice the specific contract shall terminate with immediate effect. In the case of extraordinary notice the Parties shall be obliged to settle their accounts within 5 (five) working days following termination of the contract at the latest. The Client shall, at the same time with the settlement, indemnify ÉMI for all damages arising from the breach of contract and the termination.

(9) Especially, but not exclusively, the following shall be regarded as the Client’s breach of contract:

- if the Client is 15 days late with providing information or handing over tangible assets needed for performing the contract, or with fulfilling other obligations.
- if the Client provides false data or information that influences ÉMI’s performance.
- if the Client exhibits behaviour that has or may have an influence on ÉMI’s performance.
- if the Client fails to fulfil its payment obligation when due.

(10) If the specific contract is terminated for a reason attributable to the breach of contract of the Client/Principal, ÉMI shall issue an invoice on the price of the activity already performed, as determined in section III.5, and the Client/Principal shall be obliged to pay this amount within the deadline determined on the invoice, by bank transfer or in cash, as determined therein. In the case of a cash invoice the Client/Principal shall be obliged to pay the invoiced amount on the day when the invoice is issued, into ÉMI’s petty cash.

III.12 COPYRIGHT ISSUES, PERSONAL RIGHTS

(1) Unless otherwise agreed in writing, all works created during ÉMI’s performance – disregarding their form of appearance – that enjoy or may be granted copyright protection shall be regarded as ÉMI’s intellectual property.

(2) Unless otherwise agreed in writing, ÉMI reserves its right in respect of all personal and property rights relating to the work.

(3) The intellectual property created by ÉMI during the performance of the specific contracts (eg. expert opinion, work program, etc.) may only be used for the purpose of the contract as intended therein (eg. reading, copying for private use, handing over the copies provided or already copied for private use without compensation for purposes of reading within the scope of the expert opinion).

(4) Besides the above, the intellectual properties may only be disclosed with the prior approval of the ÉMI.

- (5) In case ÉMI refuses such approval, the name of ÉMI shall be indicated.
- (6) ÉMI – without the prior written consent of the Client/Principal – is not entitled to disclose or otherwise publish any intellectual property – or any adaptation or material content thereof – created under the performance of the services other than the purpose of the contract as intended therein.
- (7) The subsidiaries of the Client shall have the same rights of use as the Client/Principal without the consent of ÉMI.
- (8) A written agreement is required to transfer property rights relating to the work (such as adaptation, commercial reproduction, etc.).
- (9) In addition to the above, in respect of copyright the provisions of Act LXXVI of 1999 on copyright shall govern.
- (10) Without ÉMI's preliminary written permission the Client/Principal may not take photographs and it may not make sound, video or any other recordings that would affect ÉMI's or ÉMI's employees personal rights.

III.13 DATA PROCESSING

- (1) Pursuant to Article 6 Subsection 1. Point b) of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation") the Client agrees that ÉMI stores and processes the personal data it acquires during the preparation, conclusion and performance of the contract, in accordance with the prospectus (and with the annexes thereto) on personal data protection published on the website (<http://www.emi.hu/emi/web.nsf/Pub/adatvedelem.html#cookie>) of ÉMI. The data is processed for the purpose of performing the contract.
- (2) If ÉMI is obliged to supply data to a third party specified in a legal act, upon signing the specific contract the Client agrees to ÉMI fulfilling its obligation to supply data.
- (3) Issues relating to data processing shall be governed by the provisions of the General Data Protection Regulation, of the act on CXII of 2011 on the right to informational self-determination and on the freedom of information and of the general terms and conditions of ÉMI on data protection.

III.14 COMPETENT COURT

In respect of legal disputes arising from the contracts covered by the present GTC the Parties - beyond the regulations of the Act of CXXX of 2016 on the Code of Civil Procedure - determine the exclusive competence of the Court competent according to ÉMI's headquarters.

III. 15 UNILATERAL AMENDMENT OF THE GTC

- (1) ÉMI shall have the right to unilaterally amend this GTC if it is necessary to maintain or improve the quality of service provided by ÉMI.
- (2) In case of unilateral amendment of the GTC, the parties affected by such amendment – in case of the amendment of Chapter III., all contracting parties – shall be informed in writing on the amendments performed. In case the contracting party refuses to accept the amendment, it is entitled to terminate the specific contract within 15 days of receiving the notification. If the contracting partner fails to declare on the amendment, ÉMI shall consider the amendment of the GTC as approved.

IV. SPECIAL RULES RELATING TO FACTORY PRODUCTION CONTROL - CERTIFICATION

IV.1 SCOPE OF THE CONTRACT TERMS

IV.1.1 Legal background

The particular terms contained in present Chapter IV of the GTC apply to ÉMI's factory production control certification activity based on Regulation (EU) No 305/2011 of the European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC (hereinafter referred to as R) and on the Government Decree No 275/2013. (VII. 16.) on the detailed rules of the planning and building of construction products into buildings and certifying the performance in the course of it.

IV.1.2 ÉMI's tasks performed as a certification organisation

(The tasks of the certification organisation are performed by ÉMI's Certification Office.)

(1) ÉMI performs its activity relating to the evaluation and control of the constancy of performance of construction products as an organisation registered (notified) at the European Commission for certification and inspection (Notified body number: 1415) and in accordance with section 5 (5) of Government Decree no. 275/2013. (VII.16).

(2) ÉMI performs its activity in the scope of assessment and verification of constancy of performance of construction products on the basis of the contract, against remuneration, for pre-specified fees. In the course of performing this activity it does not accept any further support or financial contribution from the requestors, and it does not receive any financial support from state or non-governmental organisations or from private persons.

IV.1.3 GTC and specific contract

The GTC form an appendix to the contract concluded between ÉMI, as a *designated and registered certification organisation on the one part*, and the party requesting certification (either the manufacturer itself or its authorised representative) on the other part.

IV.1.4 Scope of the certificate

The factory production control certificate of conformity issued by ÉMI (hereinafter: certificate) proves that the manufacturer performs its activity in accordance with the production control documentation. Certification – based on the basic inspection and continuous supervision of the factory and factory production control and on the result of the tests performed by the manufacturer – takes place by performing the tasks described in detail in the work plan forming an appendix to the contract.

IV.2 CONDITIONS OF ISSUING THE CERTIFICATE

IV.2.1 Compliance

The condition of issuing the certificate is that the certification procedure must be completely in compliance with the system for assessment and verification of constancy of performance to be applied with respect to the product and also with the contract concluded between ÉMI and the requestor.

IV.2.2 Production control documentation

(1) The condition of factory production control certification is that the manufacturer must have a production control documentation – in compliance with the requirements of the relating technical specifications –, which contains the following:

- the technical specifications that the product fulfils,
- the technical conditions and process of production,
- the production process and the production control plan of the product,
- the prescriptions relating to the appropriate use of the product,
- other data essential from the aspect of assessing conformity.

(2) The requestor shall provide ÉMI with the production control documentation.

The production control documentation must ensure and enable continuous controllability of the product, whether it fulfils the prescribed performance and whether the production control system operates efficiently.

IV.2.3 Suitability of the factory production control system

The condition of factory production control certification is that the factory production control system of the manufacturing organisation is suitable to determine whether the manufacturing organization is capable to continuously produce the products fulfilling the prescribed performance, on the basis of the tests and inspections performed by the manufacturer and reference of the product-type.

IV.3 VALIDITY OF THE CERTIFICATE AND MAINTAINING ITS VALIDITY

IV.3.1 Validity

The certificate is valid with respect to the manufacturing organisation (the inspected factory and product(s)), during the term of validity and under the conditions stated on the certificate. ÉMI makes a decision on maintaining the validity of the certificate on the basis of the provisions of the relating technical specifications (e.g. on the basis of the continuous control, evaluation and approval of factory production control).

IV.3.2 Maintaining validity, request for extension

(1) The validity of the certificate can be maintained on the basis of the conditions of the relating frame contract concluded between ÉMI and the requestor (e.g. annual inspection announced in advance) based on the result of the continuous monitoring of factory production control.

(2) The requestor may make an announcement concerning the extension of the area of use of the products included in the issued certificate – regarding the technical characteristics of the products – by filling in a form used for submitting requests.

(3) On the basis of the request ÉMI shall decide what procedure is needed to decide whether the validity of the certificate can be maintained. In accordance with the decision ÉMI shall determine the

conditions of fulfilling the request in writing, and it shall initiate that a contract (amendment) be concluded between ÉMI and the requestor aimed at this.

IV.4 THE REQUESTOR'S RIGHTS AND OBLIGATIONS

IV.4.1 Liability

The certificate issued by ÉMI does not reduce the manufacturer's liability for producing products which meet the reference values specified in the declaration of performance.

IV.4.2 Rights of requestor

The certificate is owned by the requestor. The requestor shall be entitled/obliged to state the necessary data of the issued certificate in the declaration of performance prepared by it, and in case of a distributed product it is entitled to publish the certificate (e.g. in advertisements, catalogues), but it may not make remarks or references that would mislead users and make them believe that the certificate also extends to characteristics of the product or its use that the certificate actually does not cover.

IV.4.3 Displaying the data

The requestor must make sure that the data of the certificate is clearly stated on the product or on its packaging or accompanying label, and it shall make all efforts in order to prevent third parties from misuse the certificate.

IV.4.4 Protection of good reputation

(1) In case the certificate is suspended or withdrawn, all advertisements containing any reference to the certificate must be discontinued.

(2) The requestor shall not use its factory production control certificate of conformity in a way discrediting ÉMI, present it in a negative light or cause detriment. It may not make statements in connection with the factory production control certification that the certifying organisation may find misleading or unauthorised.

IV.4.5 Eliminating deficiencies

The requestor is obliged to eliminate the deficiencies revealed during the certification procedure by the prescribed deadline.

IV.4.6 Presentation obligation

If requested by ÉMI's representative, the requestor shall be obliged to present the product descriptions and customer information materials issued.

IV.4.7 Managing complaints

(1) The requestor undertakes to handle complaints relating to certified factory production control and to the affected product in a documented way, and such records (documents) shall be made available to ÉMI's representative.

(2) The requestor shall be obliged to take the necessary measures in connection with such complaints, if the complaint is found justified and they affect compliance with the requirements of certification. It is the requestor's responsibility to certify such measures in a documented way.

IV.4.8 Reporting obligation

(1) The requestor shall be obliged to report all changes to ÉMI's Certification Office – in writing –, which changes affect or may affect conformity of factory production control. It must be reported, if changes have been made to the product, the production process, the regulation of the factory production control system, if the relating technical specifications, the requirements determined with regard to the product or the product's area of use have changed, or if the result of the tests performed by the manufacturer is not compliant.

(2) On the basis of the reports ÉMI decides how much the changes affect the validity of the certificate and the necessity of further inspections, and actions on the client's part (e.g. review of the factory production control system).

IV.4.9 Inspections

The requestor must make it possible for ÉMI's representative to:

- perform onsite inspections and evaluate the result of factory production control,
- be able to contact the person competent in accessing the necessary documents and answering information when due,
- inspect and check the documents important from the aspect of appropriate factory production control, so that if necessary, ÉMI's representative can make a duplicate copy of them, fulfilling its obligation of secrecy,
- inspect and check the documents important from the aspect of the conformity of the product, so that if necessary, ÉMI's representative can make a duplicate copy of them, fulfilling its obligation of secrecy.

IV.4.10 Inspection of NAH

If the Assessment Team of the National Accreditation Authority (in Hungarian Nemzeti Akkreditáló Hatóság (NAH)) inspects the accreditation procedure of factory production control certification activities of ÉMI or the already accredited factory production control certification activity of ÉMI, the requestor consents for the presence – as observer and with prior consultation – of the Assessment Team of the National Accreditation Authority on the on-site inspection performed by ÉMI. The Assessment Team of the National Accreditation Authority may only inspect and evaluate the activity of ÉMI on such on-site inspection.

IV.5 WITHDRAWAL AND SUSPENSION OF CERTIFICATES

IV.5.1 Withdrawal, suspension

ÉMI shall

withdraw the certificate,

- if the requestor fails to fulfil its obligations during the period of validity of the certificate, or if it fails to fulfil its obligations determined in the contract,
- if the circumstances existing when issuing the certificate change (e.g. the relating technical specifications change),
- in case of unlawful (or misleading) use of the certificate (e.g. in advertisements).

suspend the certificate,

- based on the requestor's request, or
- in case of the non-compliance of the result of factory production control. The requestor is not allowed to use the certificate during the time of suspension, cannot refer it, and is obliged to inform inquiring people of the suspension.

IV.5.2 Unlawful use

If there is a suspicion of unlawful (or misleading) use of the certificate, ÉMI shall initiate investigations with the requestor.

IV.5.3 Imprecise, improper or misleading use

If the requestor uses the certificate imprecisely, improperly or in a misleading way, or if the requestor misuses the certificate, then ÉMI may take the following measures:

- call upon the requestor to terminate unlawful behaviour,
- request rectification,
- withdraw or suspend the certificate's effect,
- publish rectification of the wrong information,
- initiate an administrative procedure, or
- take other measures appropriate to the severity of the case.

IV.5.4 Publishing

ÉMI shall take measures following the expiration, withdrawal or suspension of the certificate, it shall publish this fact on its website. In the case of withdrawal or suspension it shall inform the requestor in writing.

IV.6 MANAGEMENT OF COMPLAINTS, APPEAL

IV.6.1 Complaint of the requestor

If the requestor finds that the procedure of ÉMI is injurious, it may make a complaint. Complaints about ÉMI's factory production control certification activity shall be submitted in writing to the head of the Certification Office, who shall take measures directly to judge whether the complaint is justified and to investigate the complaint. The head of the Certification Office shall send written notification to the requestor about rejecting the complaints or about the result of the measures taken on the basis of the investigations.

IV.6.2 Appeal

If the requestor does not accept the result of the measures taken on the basis of the complaints, it may lodge an appeal, which shall be submitted to ÉMI's CEO, who shall take measures within its own sphere of authority in connection with the appeal and in connection with notifying the requestor.

IV.6.3 Deadline of complaints and appeals

The deadline of closing complaints and appeals is 30 (thirty) calendar days following receipt.

IV.6.4 Other complaints

Any complaints about ÉMI, as a designated/registered organisation – if the requestor does not agree with the decision made about its appeal as per section 4.6.2 hereof – shall be forwarded to the designating authority (Government Office of the Capital City Budapest, www.kormanyhivatal.hu/hu/budapest).

IV.6.5 Liability insurance

ÉMI has a liability insurance contract concerning its activity of conformity assessment, as determined in Decree No 5/2010. (I.14.) NFGM of the Minister for National Development and Economy on the special provisions on designating the conformity assessment organisations acting with respect to the distribution requirements falling in the legislation capacity of the minister responsible for industry, and the activity of the designated organisations.

IV.7 REGISTRATION AND PUBLICATION OF CERTIFICATES

IV.7.1 Time of preservation

ÉMI shall keep the issued certificate for – at least – 10 years following the last production date of the construction product, but does not discard it after 10 years, although after the 10 year period ÉMI is not liable to issue or provide information regarding it.

IV.7.2 Register

ÉMI shall keep a register of the certificates issued, in the group of "Factory Production Control Certificates / Factory Production Control Certificates of Conformity", and it shall publish them on its web site (www.emi.hu), in the ÉMINFO database.

V. SPECIAL RULES RELATING TO PRODUCT CERTIFICATION

V.1 SCOPE OF THE TERMS AND CONDITIONS

(1) The particular terms contained in present Chapter V of the GTC apply to ÉMI's product certification activity based on Regulation (EU) No 305/2011 of the European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC and on Government Decree No 275/2013. (VII. 16.) on the detailed rules of the planning and building of construction products into buildings and certifying the performance in the course of it.

V.1.1 GTC and specific contract

(1) The tasks of the certification and inspection organisation are performed by ÉMI's Certification Office.

(2) The tasks of the testing organisation are performed by ÉMI's Construction Testing Laboratory.

(3) ÉMI performs its activity relating to the evaluation and control of the constancy of performance of construction products as an organisation registered (notified) at the European Commission (Notified body number: 1415) for certification and inspection and in accordance with section 5 (5) of Government Decree no. 275/2013. (VII.16).

(4) ÉMI performs its activity in the scope of the assessment and verification of constancy of performance of construction products on the basis of the contract, against remuneration, for a pre-specified fee. In the course of performing this activity it does not accept any further support or financial contribution from the requestor, and it does not receive any financial support from state or non-governmental organisations or from private persons.

V.1.2 GTC and specific contract

The GTC form an appendix to the contract concluded between ÉMI, as a designated and registered – certification and inspection – organisation on the one part, and the party requesting certification (the manufacturer itself or its authorised representative) on the other part, and the subject of the contract is the assessment and verification of constancy of performance of the construction product determined by the Client – in accordance with article 28 of the Regulation –, by issuing the certificate, applying modes (1) and (1+) specified in Annex V of the Regulation.

V.1.3 Scope of the certification

The certificate of constancy of performance issued by ÉMI (hereinafter: certificate) proves the constancy of performance declared in the declaration of performance issued by the manufacturer of. Certification – based on the definition of the product-type, and on the basic inspection and continuous supervision of the factory and factory production control and on the test results (+1) of random sampling (in accordance with the rules of the respective technical specifications) – takes place by performing the tasks described in detail in the work plan forming an appendix to the contract.

V.2 CONDITIONS OF ISSUING THE CERTIFICATE

V.2.1 Compliance

The condition of issuing the certificate is that the certification procedure must be completely in compliance with the procedure of the system for assessment and verification of constancy of performance to be applied with respect to the product and also with the contract concluded between ÉMI and the requestor.

V.2.2 Production control documentation

(1) The condition of product certification is that the manufacturer must have a production control documentation – in compliance with the requirements of the relating technical specifications –, which contains the following:

- the technical specifications that the product fulfils,
- the technical conditions and process of production,
- the production process and the production control plan of the product,
- the prescriptions relating to the appropriate use of the product,
- other data essential from the aspect of assessing conformity.

The requestor shall provide ÉMI with the production control documentation.

(2) The production control documentation must ensure and enable continuous controllability of the product, whether it constantly fulfils the prescribed requirements and shall document that the production control system operates efficiently.

V.2.3 Suitability of the factory production control system

The condition of product certification is that the factory production control system of the manufacturing organisation must be suitable for the credible confirmation of producing products fulfilling the given performance, the manufacturer shall be continuously able to ensure the ability to

determine the product-type through the production control system it uses, based on inspections and tests carried out by the manufacturer.

V.3 VALIDITY OF THE CERTIFICATE AND MAINTAINING ITS VALIDITY

V.3.1 Validity

The certificate is valid with respect to the tested product (the inspected factory and product), during the term of validity and under the conditions stated on the certificate. ÉMI makes a decision on maintaining the validity of the certificate on the basis of the provisions of the relating technical specifications (e.g. on the basis of the continuous control, evaluation and approval of factory production control, on the basis of the evaluation of the self-testing and external testing of the samples).

V.3.2 Maintaining validity, request for extension

(1) The validity of the certificate can be maintained on the basis of the conditions of the relating frame contract concluded between ÉMI and the requestor (e.g. annual inspection announced in advance, external testing of the samples), based on the result of the relevant inspections and tests.

(2) The requestor may make an announcement concerning the extension of the area of use of the products included in the issued certificate – regarding the technical characteristics of the products – and concerning the changing of the circumstances of production by filling in a form used for submitting requests.

(3) On the basis of the request ÉMI shall decide what procedure is needed to decide whether the validity of the certificate can be maintained or extended. In accordance with the decision ÉMI shall determine the conditions of fulfilling the request in writing, and it shall initiate that a contract (amendment) be concluded between ÉMI and the requestor aimed at this.

V.4 THE REQUESTOR'S RIGHTS AND OBLIGATIONS

V.4.1 Liability

The certificate issued by ÉMI does not reduce the manufacturer's liability for producing products which meet the reference values specified in the declaration of performance.

V.4.2 Rights of requestor

The certificate is owned by the requestor. The requestor shall be entitled/obliged to state the necessary data of the issued certificate in the declaration of performance prepared by the requestor, and in case of a distributed product it is entitled to publish the certificate (e.g. in advertisements, catalogues), but it may not make remarks or references that would mislead users and make them believe that the certificate also extends to characteristics of the product or its use that it actually does not cover.

V.4.3 Displaying data

The requestor must make sure that the data of the certificate is clearly stated on the product or on its packaging or accompanying label, and it must take all measures to prevent third parties from misuse of the certificate.

V.4.4 Protection of good reputation of ÉMI

(1) In the case that the certificate's effect is suspended or withdrawn, all advertisements containing any reference to it must be discontinued.

(2) The requestor shall not use its product certificate in a way violating the reputation of ÉMI, and in connection with product certification it may not make statements that the certifying organisation or third parties may find misleading or unauthorised.

V.4.5 Eliminating deficiencies

The requestor is obliged to eliminate the deficiencies revealed during the certification procedure by the prescribed deadline.

V.4.6 Presentation obligation

If requested by ÉMI's representative, the requestor shall be obliged to present the product descriptions and customer information materials issued.

V.4.7 Managing complaints

(1) The requestor undertakes to handle complaints relating to certified product in a documented way, in respect of complaints relating to incompliance of the performance of the product with the reference values specified in the declaration of performance, and such records (documents) shall be made available to ÉMI's representative.

(2) The requestor shall be obliged to take appropriate measures in connection with such complaints, if they affect compliance with the requirements of certification, and it shall certify such measures in a documented way.

V.4.8 Reporting obligation

The requestor shall be obliged to report all changes to ÉMI's Certification Office – in writing –, which changes affect or may affect the performance of the product. It must be reported, if changes have been made to the product, the production process, the regulation of the factory production control system, if the relating technical specifications, the requirements determined with regard to the product or the product's area of use have changed, or if the result of the tests performed by the manufacturer is not compliant. (On the basis of the reports ÉMI decides how much the changes affect the validity of the certificate and whether a complaint should be made or a warning should be issued, or whether further inspections are needed (e.g. increasing the frequency of the tests, reviewing the factory production control system))

V.4.9 Inspections

The requestor must make it possible for ÉMI's representative to:

- take a sample of the product as determined in the relating technical specifications,

- perform onsite inspections and evaluate the result of production control,
- be able to contact the person competent in accessing the necessary documents and answering information when due,
- inspect and check the documents important from the aspect of product conformity, so that if necessary, ÉMI's representative can make a duplicate copy of them while observing its obligation of secrecy,
- inspect and check the documents important from the aspect of the appropriateness of factory production control, so that if necessary, ÉMI's representative can make a duplicate copy of them while observing its obligation of secrecy.

V.4.10 Inspection of NAH

If the Assessment Team of the National Accreditation Authority (in Hungarian Nemzeti Akkreditáló Hatóság (NAH)) inspects the accreditation procedure of factory production control certification activities of ÉMI or the already accredited factory production control certification activity of ÉMI, the requestor consents for the presence – as observer and with prior consultation – of the Assessment Team of the National Accreditation Authority on the on-site inspection performed by ÉMI. The Assessment Team of the National Accreditation Authority may only inspect and evaluate the activity of ÉMI on such on-site inspections.

V.5 TERMINATING THE VALIDITY OF CERTIFICATES, WITHDRAWAL AND SUSPENSION OF CERTIFICATES

V.5.1 Withdrawal, suspension

ÉMI shall

withdraw the certificate,

- if the requestor fails to fulfil its obligations during the period of validity of the certificate, or if it fails to fulfil its obligations determined in the contract,
- if the circumstances existing when issuing the certificate change (e.g. the relating technical specifications change), in case of non-compliance of the results of self-testing and/or external testing (e.g. according to table 1 of standard MSZ EN 197-2:2000 production is suspended for 12 months),
- in case of the unlawful (misleading) use of the certificate (e.g. in advertisements).

suspend the certificate,

- based on the requestor's request, or
- in case of non-compliance of the result of the factory production control. The requestor is not allowed to use the certificate during the time of suspension, cannot refer to it, and is obliged to inform people inquiring of the suspension.

V.5.2 Suspicion of unlawful use

If there is a suspicion of unlawful (or misleading) use of the certificate, ÉMI shall initiate investigations with the requestor.

V.5.3 Imprecise, improper or misleading use

If the requestor uses the certificate imprecisely, improperly or in a misleading way, or if the Client misuses the certificate, then ÉMI can take the following measures:

- call upon the requestor to terminate unlawful behaviour,
- request rectification,
- withdraw or suspend the certificate's effect,
- publish rectification of the wrong information,
- initiate a state administrative procedure, or
- take other measures appropriate to the severity of the case.

V.5.4 Publishing

In case ÉMI takes measures concerning the expiration, withdrawal or suspension of the certificate, and it shall publish this fact on its website. In the case of withdrawal or suspension ÉMI shall inform the requestor in writing.

V.6 MANAGEMENT OF COMPLAINTS, APPEAL

V.6.1 Complaint of the requestor

If the requestor finds that the procedure of ÉMI is injurious, it may make a complaint. Complaints about ÉMI's product certification activity shall be submitted in writing to the head of the Certification Bureau, who shall take measures directly to judge whether the complaint is justified and to investigate the complaint. The head of the Certification Bureau shall send written notification to the requestor about rejecting the complaints or about the result of the measures taken on the basis of the investigations.

V.6.2 Appeal

If the requestor does not accept the result of the measures taken on the basis of the complaints, it may lodge an appeal, which shall be submitted to ÉMI's CEO, who shall take measures within its own sphere of authority in connection with the appeal and in connection with notifying the requestor.

V.6.3 Deadline

The deadline of closing complaints and appeals is 30 calendar days following receipt.

V.6.4 Other complaints

Any complaints about ÉMI as a designated/registered organisation – if the requestor does not agree with the decision made about its appeal as per section V.6.2 hereof – shall be forwarded to the designating authority (Government Office of the Capital City Budapest, www.kormanyhivatal.hu/hu/budapest).

V.6.5 Liability insurance

ÉMI has a liability insurance contract concerning its activity of conformity assessment, as determined in Decree No. 5/2010. (I.14.) NFGM.

V.7 REGISTRATION AND PUBLICATION OF CERTIFICATES

V.7.1 Time of preservation

ÉMI shall keep the issued certificate for – at least – 10 years following the last production date of the construction product, but certificates cannot be disposed of after the 10 year period.

V.7.2 Register

ÉMI shall keep a register of the certificates issued, in the group of "Product Certificates/Certificates on constancy of performance", and it shall publish them on its web site (www.emi.hu) in the ÉMINFO database.

VI. SPECIAL RULES RELATING TO ALL TESTS AND MATERIAL AND PRODUCT TESTS AND TYPE TESTS

VI.1 GENERAL RULES RELATING TO ALL TESTS

VI.1.1 Details of specific contract and work/test plan

The specific contract or the work/inspection plan attached to it contains the identifier of the normative documents relating to the inspection and the evaluation of the results (standard number and the year, stating the accredited/designated/registered status).

VI.1.2 Notification of the Client

If during sampling, measuring or testing unforeseeable circumstances occur because of which the given laboratory is unable to fulfil the obligations included in the contract, then ÉMI shall immediately notify the Client about it.

VI.1.3 Involving subcontractor

(1) Generally the sampling, measuring and testing activities ordered cannot be subcontracted. However, if due to unforeseeable reasons (e.g. temporary lack of capacities) or temporarily existing reasons (e.g. permanent subcontractor assignment), skilled subcontractors need to be used for performing partial tasks (both in case of tests performed in the accredited and in the designated status), the Client's prior consent and approval is required (e.g. as determined in the specific contract).

(2) ÉMI shall be liable for the work of the external laboratory, except for the case when a subcontractor prescribed by the Client or by an authority is used.

VI.1.4 Stating the uncertainty of measurement

The given specialised and regional laboratory states the uncertainty of measurement in the test records (proved by calculations and on the basis of reasonable estimates or a comparative method; obviously where it is possible), if from the aspect of the validity or use of the test results it is

important, if the uncertainty affects the compliance with the prescribed limit value, or if it is requested by the Client.

VI.1.5 Handling the tested objects

In respect of handling the tested objects (materials, products, samples, test pieces), the tasks relating to the transportation, acceptance, handling, protection, storage, keeping and disposal of the tested objects is regulated in the specific contract concluded with the Client and in the testing plan, including all measures needed for preserving the condition of the tested objects and for protecting the interests of the Client and the ÉMI Construction Testing Laboratory. If a model needs to be built from the supplied materials, the person in charge of the given subject also determines the circumstances of construction (determining whether the employees of the ÉMI Construction Testing Laboratory or the Client or the organisation used by the Client perform the work, and what conditions are ensured in the given specialised and regional laboratory in respect of electric power supply, water, other auxiliary structures to be used, etc.).

VI.1.6 Safekeeping and storage of the tested objects

(1) The tested object (tested remnant) shall be kept until the testing document is issued, or for a period of time and at a place as stipulated in the specific contract or as determined by the given specialised and regional laboratory, in an identifiable way.

(2) If in the contract the Client requested that the tested objects be returned, until transportation they must be stored in such a way as to avoid any further damage to the remnant or any change in its characteristics. If the tested object gets damaged or destroyed during the tests, it must be kept, or after notifying the Client, with the Client's approval it must be transported to the disposal site in accordance with the stipulations of the specific contract.

VI.1.7 Delivery of the tested object to a waste disposal facility

If the Client undertook the delivery of the tested object (tested remnant) but fails to do so, and fails to fulfil this obligation within the deadline set out in ÉMI's request, then ÉMI may organise delivery of the tested object to a waste disposal facility, the costs arising from which shall be borne by the Client. ÉMI shall issue an invoice of such costs in accordance with section 3.5, which shall be paid by the Client in accordance with section III.6 hereof.

VI.1.8 Delivery of tests results

In case of assignments relating to the performance of the on-site production control and qualification tests of construction and renovation projects ÉMI shall make sure that the delivery of tests results to the Client is scheduled as necessary for the execution of the projects, but it may refuse to hand over the data if there is an unsettled overdue (interim) invoice, or if it obtains information on the basis of which the solvency or willingness of the Client can be questioned.

VI.1.9 Participation of the Client in the test

The Client can participate in the test. In this case communication, supervision and the provision of protective equipment must be recorded in the specific contract. The Client accepts that if it participates in the tests, it must refrain from exhibiting behaviour that may affect the result of the

test. If it exhibits behaviour that delays, hinders, influences or prevents the testing activity, then ÉMI shall be entitled to suspend the testing activity. If the test is continued or repeated because of the Client's behaviour, then the Client shall be obliged to pay the costs incurred in connection with this, so that it shall be obliged to pay ÉMI the costs incurred before the test is continued or repeated. If it fails to do so, ÉMI shall not be obliged to continue or repeat the test.

VI.2 RULES RELATING TO PERFORMING INITIAL TYPE TESTS

VI.2.1 Legal background

Present Chapter VI.2 of the GTC relates to ÉMI's product testing activity based on the Construction Products Directive, Council Directive 89/106/EEC (21 December 1988) and Council Directive 93/68/EEC (22 July 1993) amending the former directive, in compliance with Government Decree No 275/2013 (VII.16) on the detailed rules of the planning and building of construction products into buildings and certifying the performance in the course of it.

VI.2.2 Independence of ÉMI Construction Testing Laboratory

- (1) The tasks of the inspection organisation are performed by ÉMI Construction Testing Laboratory.
- (2) ÉMI performs the evaluation of the performance of construction products based on resolutions no. MKEH-234/4/2013/FHÁ and MKEH-70/18/2013/FHÁ of the Hungarian Trade Licensing Office, and as an organisation registered (notified) for testing at the European Commission (Notified body number: 1415).
- (3) ÉMI performs its activity in the scope of the performance evaluation on the basis of the specific contract, for the fee determined therein. In the course of performing this activity it does not accept any further support or financial contribution from the Clients, and it does not receive any financial support from state or non-governmental organisations or from private persons.

VI.2.3 Issuing Initial Type Test Records and the content thereof

- (1) The GTC form an appendix to the contract concluded between ÉMI, as a designated and registered – inspection – organisation on the one part, and the party requesting certification (the Client) – who is either the manufacturer itself or its authorised representative, or the distributor (importer) – on the other part, and the subject of the contract is the performance evaluation of the construction product determined by the Client, by issuing the initial type testing records, applying system (3).
- (2) The Initial Type Test Records (hereinafter referred to as "ITTR") issued by ÉMI contains the performance specifications specified upon performance evaluation. The test – based on the testing of the characteristics determined in the technical specifications – takes place by performing the tasks described in detail in the work plan forming an appendix to the contract.

VI.3 MANAGEMENT OF COMPLAINTS, APPEAL

VI.3.1 Rights of the Client

If the Client finds that the procedure is injurious, it may make a complaint. Complaints about ÉMI's testing activity shall be submitted in writing to the head of the ÉMI Construction Testing Laboratory, who shall take measures directly to judge whether the complaint is justified and to investigate the complaint. The head of the ÉMI Construction Testing Laboratory shall send written notification to the Client about rejecting the complaints or about the result of the measures taken on the basis of the investigations.

VI.3.2 Submitting appeal

If the Client does not accept the result of the measures taken on the basis of the complaints, it may lodge an appeal, which shall be submitted to ÉMI's CEO, who shall take measures within its own sphere of authority in connection with the appeal and in connection with notifying the Client.

VI.3.3 Deadline of closing

The deadline of closing complaints and appeals is 30 calendar days following receipt.

VI.3.4 Forwarding the complaint

Possible complaints about ÉMI, as a designated/registered organisation – if the Client does not agree with the decision made about its appeal – shall be forwarded to the designating authority (Government Office of the Capital City Budapest, www.kormanyhivatal.hu/hu/budapest).

VI.3.5 Liability insurance

ÉMI has a liability insurance contract concerning its activity of performance evaluation, as determined in Decree No. 5/2010. (I.14.) NFGM.

VI.3.6 ÉMI as an independent testing laboratory

ÉMI shall undertake to perform the initial type test even in cases, when in accordance with Government Decree No 275/2013 (VII.16) it is the manufacturer's task to perform a performance evaluation (in the case of systems (2+) and (4)). In this case ÉMI does not perform the test as a designated or registered organisation, but as an independent testing laboratory, instead of the manufacturer, by order of the manufacturer.

VI.4 CONDITIONS OF ISSUING AND MAINTAINING THE VALIDITY OF THE TYPE TEST CERTIFICATE

VI.4.1 Conditions of issuing the Type Test Certificate

Upon request, ÉMI may certify performance of the initial type test of the construction products falling under the scope of Government Decree No 275/2013 (VII.16) by issuing a Type Test Certificate (hereinafter referred to as "TTC"). The certificate is not a compulsory part of the performance evaluation procedure, it is ÉMI's market product, which certifies the performance of the initial type test and summarises its main statements. The condition of issuing this certificate is that the initial type testing procedure must be completely in compliance with the procedure of performance evaluation to be applied with respect to the product and also with the contract concluded between ÉMI and the Client.

VI.4.2 Reviewing performance values

The TTC certifies exclusively the performance of the initial type test of the product. During the validity of the TTC, on the basis of a separate commission ÉMI shall review annually or in every two years (depending on the type of the product) the performance values of the product indicated in the performance certificate.

VI.4.3 Withdrawal of TTC

ÉMI shall

withdraw the certificate,

- if the Client fails to fulfil its obligations during the period of validity of the certificate, or if it fails to fulfil its obligations determined in the contract,
- if the circumstances existing when issuing the certificate change (e.g. the relating technical specifications change),
- if there is a suspicion of the unlawful (or misleading) use of the certificate.

VI.4.3 Publishing

(1) Client accepts that in case of issuing or reviewing TTC, ÉMI is entitled to use the data of the published TTC (number, time of issuance/time of review/validity period of the document, name of the product, scope of the product, type of application, the name of the manufacturer) in the course of the operation of the system called “ÉMINFO public construction industry web service” (in Hungarian: ÉMINFO közcélú építőipari internetes szolgáltatás). The search label of the information system is available under the webpage of ÉMI: <http://www.emi.hu>.

(2) The Clients also accepts that ÉMI is entitled to publish the whole content of TTC in the same system (without the ITTR). Any alteration of this provision shall be set out in the specific contract.

VII. SPECIAL RULES RELATING TO ISSUING NATIONAL TECHNICAL ASSESSMENT

VII.1 LEGAL BACKGROUND

Chapter 7 of the GTC applies to the activity of ÉMI in connection with the National Technical Assessment (“NTA”). The activity of NTA is based on Government Decree No 275/2013 (VII.16) and resolution no. MKEH-128/22/2013/FHÁ of the Hungarian Trade Licensing Office. The decree lays down the detailed rules of the planning and building of construction products into buildings and certifying the performance in the course of it.

VII.2 MANNER OF PERFORMANCE

The contract is performed by executing the previously recorded work programme attached to the contract, and also preparing and executing the NTA and Performance Evaluation Records (hereinafter: “PER”) made as a result thereof.

VII.3 CONDITIONS OF ISSUING THE PER

The NTA can only be issued, if the test results are compliant. It is regarded as a non-compliant test result if the performance of a product, with regard to any basic characteristics, fails to meet any requirement prescribed by law as binding at the given time and for the given field of use. In case of non-compliant test results ÉMI may initiate further tests, and these tests can be performed after the specific contract amendment has been concluded. ÉMI's contractual tasks are completely performed and ÉMI shall be entitled to the amount determined in the contract even if it has prepared the PER but on the basis of the test results the NTA cannot be issued.

VII.4 INFORMATION OBLIGATION

ÉMI is entitled and obliged to inform the public about the existence of the NTA issued on the basis of the test(s) performed by it.

VII.5 LIABILITY OF THE CLIENT

The Client shall be liable for all damages arising from unlawfully obtaining the NTA for the product forming the subject of the contract, and it shall also be liable in case that it obtains the ÉME lawfully, but the conclusion of the contract and the issuing of the NTA for the Client harms or may harm the lawful interest of another party or other parties.

VII.6 ACCEPTANCE

The Client accepts

- the information forming a part of the NTA, according to which ÉMI indicates the system of assessment and verification of constancy of performance to be used;
- that it shall be obliged to provide, in the Manufacturer's Technical Documentation, all technical document, documentation, data and information needed for issuing the NTA, including detailed information of the product on the level of product design (by precisely giving sizes and materials) as well as of the significant conditions of planning and building in the product and the factory production control system;
- that if necessary, it shall make it possible for ÉMI or its representative to inspect the place of production – for the purpose of issuing the ÉME – during working hours, at any time.

VII.7 DOCUMENTS NOT REPLACEABLE BY NTA

NTA shall not replace any other necessary permits or certificates required by a separate legislative act for the distribution, utilization, building in, use of the product (such as environmental, security, public health, construction authority permits or certificates) and documents related to the constancy of performance of the product (such as constancy of performance certificates, compliance for factory production control certificates, declaration of performance).

VII.8 USING NTA AND CE MARKING

Declaration of performance issued based on the NTA shall not entitle the manufacturer or its authorized representative to affix the CE marking on the product, its packaging or its accompanying documents.

VII.9 THE CLIENT'S NOTIFICATION OBLIGATION

The Client is obliged to notify ÉMI

- about all changes that may affect the data recorded in the NTA issued. It is especially obliged to report changes in its name or address, or in case of a business organisation decisions relating to its termination or reorganisation;
- about all technical, legal or business information that may affect the validity of the NTA, including any change in an essential feature of the product, quality of material or conditions of production.

VII.10 THE HOLDER OF THE NTA AND THE CLIENT OF ISSUING THE NTA

The holder of the NTA is in any case the manufacturer of the product. The holder of the NTA shall not convey the NTA to any other third party. NTA only applies to products manufactured on the production sites as indicated.

Assignment to issue the NTA may be given by either the manufacturer or its authorized representative. Authorization may be given by the manufacturer by filling in the appropriate part of the form for requesting the NTA.

The manufacturer may request issue of a reproduced NTA of the same product. The reproduced NTA may differ from the original one only in respect of the authorized representative, the trade name of the product or the production site.

VII.11 WITHDRAWAL OF THE NTA

ÉMI shall withdraw the NTA on the request of the manufacturer or its authorized representative, or in accordance with an order of the market surveillance authority, or in accordance with article 17 (5) of Regulation (EU) No 305/2011 of the European Parliament and of the Council at the end of the coexistence period of a harmonised standard covering the construction product being subject to the NTA.

VII.12 LEGAL REMEDY

In respect of all questions relating to the work programme forming the annex of the contract, issuing the NTA and the validity of the NTA, in connection with which questions the Client finds that legal remedy is required and that no answer can be given on the basis of interpreting the specific contract, the authority designating ÉMI to this activity may be contacted. The Client and the Service Provider undertake to discuss all disputed issues directly, and the Client may only turn to the authority designating ÉMI for guidance after it has attempted to reach an agreement directly, and it can present documents certifying that its attempt failed.

(1) The Client accepts that if the NTA is issued, ÉMI shall use the data disclosed in the NTA (the document number, date of issue, the name of the product, its classification mark, field of product and area of use, the manufacturer's name) during the operation of its system called "ÉMINFO public construction industry online service". For the information system accessible through ÉMI's web site go to: <http://www.emi.hu>.

(2) Furthermore the Client accepts that ÉMI – in the same system – may disclose the entire content of the NTA (without the CTTR as referred to). In a different case a separate provision must be included in the specific contract relating to this.

VII.13 TRANSLATIONS

ÉMI shall issue the NTA in Hungarian, and if requested by the Client, for further fee, in English, German or French, translation to other languages is also possible. Always the Hungarian version of the NTA shall prevail and be regarded as the basis for legal validity.

VII.14 COPYING AND PUBLISHING

ETA may be copied or published via other medium only at full length. For publication of an extract, ÉMI's written consent is required. In case of publication of an extract, the fact of it shall be indicated. The text and drawing of advertising brochures shall not be contradictory to the content of the ETA, and shall not give reason to misunderstanding.

VIII. SPECIAL RULES RELATING TO ISSUING EUROPEAN TECHNICAL ASSESSMENTS

VIII.1 LEGAL BACKGROUND

Chapter 8 of the present GTC applies to ÉMI's activity related to the European Technical Assessment (hereinafter: "ETA"). The activity of ETA is based on Regulation (EU) No 305/2011 of the European Parliament and of the Council, Government decree 275/2013 (VII.16), resolution no. MKEH-128/22/2013/FHÁ of the Hungarian Trade Licensing Office, and ÉMI's membership in the European Organisation for Technical Assessment (hereinafter referred to as "EOTA"). The regulation and the decree lay down the establishment of harmonised conditions related to the distribution of construction products, as well as the detailed rules of the planning and building of construction products into buildings and certifying the performance in the course of it.

VIII.2 MANNER OF PERFORMANCE

The contract is performed by preparing an Evaluating Report compiled as a result of the previously recorded work programme.

VIII.3 CONDITIONS OF ISSUING THE ETA

(1) The ETA can only be issued, if the test results are compliant, after consulting the other EOTA members and reaching a consensus.

(2) In the case of non-compliant results ÉMI may initiate further tests, which can be performed after amending the contract. ÉMI's tasks are completely performed and it shall be entitled to the amount determined in the contract even in case that it has prepared the Evaluating Report, but the result of the tests does not make it possible to issue the ETA. ETA shall be prepared in accordance with a European Technical Approval Guideline (hereinafter referred to as: "ETAG") which may be used as European Assessment Document (hereinafter referred to as: "EAD"), or in accordance with an approved EAD.

VIII.4 CONTENT AND FORM OF THE ETA

(1) The content of ETA shall comply with Regulation (EU) No 1062/2013, and in respect of its form, the form accepted by the EOTA and valid at the time of issuing the ETA shall be used.

(2) In respect of numbering of ETAs and issuing reproduced ETAs the internal regulations of the EOTA shall be followed.

VIII.5 ACCEPTANCE

The Client accepts:

- the information forming a part of the ETA, in which ÉMI indicates the system of assessment and verification of constancy of performance to be applied;
- that it shall give ÉMI every assistance in order to enable ÉMI to perform the tasks required for issuing the ETA to prepare a draft of the ETA, especially by providing ÉMI with the Manufacturer's Technical Documentation, including detailed information of the product on the level of product design (by precisely giving sizes and materials) as well as of the significant conditions of planning and building in the product and the factory production control system, primarily in order that ÉMI shall have all the necessary information and details to prepare the work programme referred to in Annex II of Regulation (EU) No 305/2011;
- that if necessary, it shall be obliged to make it possible for ÉMI or its representative – for the purpose of issuing the ETA – to inspect the place of production at any time during working hours;
- that it shall consent that its request will be disclosed to the EOTA, to the members of EOTA and to the European Commission, in accordance with the approved rules of the procedure;
- that carrying out the assessment procedure does not assume the positive result of the assessment;
- that ÉMI may reject the request in accordance with paragraph a) of article 21 of Regulation (EU) No 305/2011, if the subject of the request cannot be regarded as suitable for the issue of ETA;
- that ÉMI may reject the request, if any difficulties emerge meanwhile which cannot be handled and are disproportionately high compared to the documentation and tests to be made;
- that it shall inform ÉMI about measures related to affixing the CE marking based on ETA;
- that it agrees to disclose EAD accepted by EOTA and published in the official journal of the European Union (OJ) by the European Commission in accordance with Article 22 of Regulation (EU) No 305/2011;

- that it agrees to disclose the ETA issued for the product;
- that it unconditionally and entirely transfers all of its copyright to ÉMI and EOTA, with which it contributed to preparing the EAD and ETA;
- that it is aware that it shall notify ÉMI of any change in the product or the manufacturing procedure which affects the content of the ETA and the performance of the product, and if necessary it agrees to document such changes in the ETA;
- that it knows that any review or amendment of the EAD or the ETAG used as EAD may affect the content of the ETA and the performance of the construction product being the subject of the ETA;
- that it knows that the logo of EOTA is a registered trademark and may be used only by EOTA members in the course of issuing the ETA. Submitting a request for ETA, or issue of ETA shall not grant license to the requestor to use the logo of EOTA.

VIII.6 DECLARATION OF ÉMI

ÉMI declares that

- it will take every necessary measure with EOTA and the European Commission to clarify whether an ETA can be issued for the product in question in accordance with paragraph c) of Article 21 of Regulation (EU) No 305/2011, and inform the requestor on the results;
- it will take every necessary measure in cooperation with EOTA in order to prepare the EAD for the product in question in accordance with the provisions of Annex II of Regulation (EU) No 305/2011, and inform the requestor on the results;
- all technical information concerning the product design, which the manufacturer requested to be kept confidential, will be kept accordingly by ÉMI and will not be forwarded to other manufacturers or authorized representatives in accordance with the provisions of Annex II of Regulation (EU) No 305/2011;
- it accepts all confidentiality obligation prescribed by the manufacturer in relation to the ETA, concerning the product, the production and the factory production control system, unless they are part of consultation at a European or national level;
- the present services shall not grant any license to use the logo of ÉMI and EOTA;
- it will support the Client in a possible review of the respective EAD in accordance with the rules of EOTA.

VIII.7 THE CLIENT'S NOTIFICATION OBLIGATION

The Client is obliged to notify ÉMI

- about all changes that may affect the data recorded in the ETA issued. It is especially obliged to report changes in its name or address, or in case of a business organisation decisions relating to its termination or reorganisation;
- about all technical, legal or business information that may affect the maintainability of the ETA with modifications or with unchanged conditions.

VIII.8 THE HOLDER OF THE ETA

(1) In every case the holder of the ETA is the manufacturer of the product. The holder of the ETA shall not convey the ETA to any third party. The ETA shall apply only to products manufactured at the production sites as indicated.

(2) Assignment to issue the ETA may be given by either the manufacturer or its authorized representative. Authorization may be given by the manufacturer by filling in the appropriate part of the form for requesting the ETA.

VIII.9 DISCLOSURE

(1) The Client accepts that if the ETA is issued, ÉMI may use the data disclosed in the ETA (the document number, date of issue, the name of the product, its classification mark, field of product and area of use, the manufacturer's name) in the course of operating its system called "ÉMINFO public construction industry online service". For the information system accessible through ÉMI's web site go to: <http://www.emi.hu>.

(2) The Client also agrees that that ÉMI may disclose the entire content of the ETA in the same system. In a different case a separate provision must be included in the specific contract relating to this.

(3) ÉMI shall issue the ETA in Hungarian and in English and, for further fee, in translation to other languages. Always the Hungarian version of the ETA shall prevail and be regarded as the basis for legal validity.

(4) The ETA may be copied or published on other medium only in full length. Extracted disclosure requires the written consent of ÉMI. In case of extracted disclosure such modality shall be indicated. The text and illustrations of the advertising prospectuses shall not conflict with the content of the ETA and shall not cause misunderstanding.

IX. SPECIAL RULES RELATING TO CALIBRATION ACTIVITY

Performing calibration activity shall be governed by the provisions of the MSZ EN ISO/IEC 17025:2005 standard.

IX.1 CONFIDENTIALITY

The Laboratory shall make it possible for the Client to monitor the performance of the calibration contract on the site. In order to ensure confidential data handling the following procedure shall be followed:

- the Client may only inspect the work involved in its own contract,
- simultaneously performed work can only be calibration ordered by the same Client,
- the computer database may only be handled by the competent employee of the Laboratory,
- at the place where instruments to be calibrated and returned instruments are stored, it can only inspect its own instruments,

- on the basis of the identification or stamp marks the Clients can only be identified by the employees of the Laboratory.

IX.2 USE OF SUBCONTRACTORS DURING CALIBRATION

In cases when

- the reference standard for use is being recalibrated (by an external calibrator),
- the ordered work has accumulated,
- the Laboratory staff could not fulfil the order by the deadline for other reasons (e.g. holidays),
- the Laboratory can use an external laboratory as a subcontractor.

Only a laboratory accredited for the given task can be used as a subcontractor, which can perform calibration at a level meeting the customer's requirements (calibrating and measuring ability).

ÉMI shall notify the Client about using a subcontractor, and it shall forward the calibration work to the subcontractor after the Client has given its approval documented in writing (letter, fax, etc.).

ÉMI shall hand over the certificate issued by the subcontractor to the Client in an unchanged form. ÉMI shall keep the duplicate copy of the subcontractor's certificate.

IX.3 DISCLOSING THE RESULTS OF CALIBRATION

The calibration certificate may be received in person, or it will be posted as a registered postal item. In the case of handing it over in person the Customer shall certify receipt of the certificate with its signature.

X. SPECIAL RULES RELATING TO ISSUING FIRE SAFETY CERTIFICATES OF COMPLIANCE

X.1 PURPOSE OF THE TMI

ÉMI performs the activity forming the subject of the contract as an organisation being a member of the EGOLF, in compliance with the National Fire Prevention Regulations. The aim of issuing the Fire Safety Certificate (hereinafter referred to as "TMI") is to perform ÉMI's fire prevention conformity certification activity under uniform, regulated circumstances, in order to satisfy the Client's (authorities) and the society's demands and fulfil the prescribed obligations and the obligations determined in the contracts.

X.2 SCOPE OF TMI

The TMI is a certificate issued for construction or non-construction products, materials, type structures and construction methods – on the basis of fire prevention tests and assessments – with respect to which fire prevention requirements are determined in a national legal act or in technical specifications.

X.3 DOCUMENTS RELATING TO THE ISSUANCE

The document on the basis of which the TMI is issued may be

- harmonised product standard or
- European Technical Assessment (ETA), or
- former European Technical Approval (ETA), or
- National Technical Assessment (NTA), or
- still valid National Technical Approval (ÉME), or
- Application Certificate (hereinafter referred to as “ATB”),
- test records, classification records, expert opinions – on laboratory tests – relating to the above.

X.4 MEANS OF PERFORMANCE

The contract is performed by preparing test records, classification records or expert opinions compiled as a result of performing the previously recorded test plan, and by issuing the TMI in the case of compliant test results. The TMI can only be issued, if the test results are compliant. In the case of non-compliant test results ÉMI may initiate further tests, and these tests can be performed after the specific contract amendment has been concluded. ÉMI’s tasks are completely performed and ÉMI shall be entitled to the amount determined in the contract even if the TMI cannot be issued on the basis of the test results.

X.5 ACCEPTANCE

The Client accepts that

- if the TMI is issued in connection with a TMI, ETA or ATB, then the period of validity of the TMI shall be the same as the period of validity of the ETA or ATB, in any other case the TMI shall be valid for 5 years following the date of issue, and the costs incurred in connection with extending validity shall be borne by the Client;
- if supplementary tests become necessary, then the TMI can only be issued after compliant results are obtained during these tests;
- it shall be obliged to make available all information and documents needed for issuing the TMI;
- it shall make it possible for ÉMI or its representative to inspect the place of production – for the purpose of issuing the TMI, if justified – at any time during working hours.

X.6 THE CLIENT’S NOTIFICATION OBLIGATION

The Client is obliged to notify ÉMI

- about all changes that may affect the data recorded in the TMI issued. It is especially obliged to report changes in its name or address, or in the case of a business organisation decisions relating to its termination or reorganisation;
- about all technical, legal or business information that may affect the maintainability of the TMI with modifications or with unchanged conditions.

X.7 THE HOLDER OF THE TMI

- In case of a harmonised standard, the manufacturer of the product, or the manufacturer's representative authorised at least in a private document of full demonstrative force;
- in case of an ETA, the holder of the ETA or its representative authorised at least in a private document of full demonstrative force;
- in case of NTA, the holder of the NTA or its representative authorised at least in a private document of full demonstrative force;
- in case of an ATB, the holder of the ATB or its representative authorised at least in a private document of full demonstrative force;
- in case of non-construction products, any natural or legal person.

X.8 WITHDRAWAL OF THE TMI, LIMITING ITS VALIDITY

(1) ÉMI is entitled to withdraw the TMI and prohibit its use temporarily or finally, and inform the public about it, if a technical or legal circumstance occurs that makes it necessary.

(2) If the circumstance requiring withdrawal needs to be clarified, then ÉMI may call upon the holder of the TMI to make a statement and supply data, warning it about the possibility of withdrawal and determining the planned date of withdrawal, 30 days before this date.

(3) In the case of a TMI issued on the basis of an ETA or NTA or ATB, the TMI shall expire when the ETA or ÉME or ATB expires.

X.9 DISCLOSURE

(1) The Client accepts that if the TMI is issued, ÉMI shall use the data disclosed therein (its number, its period of validity, the name of the product and its area of use, the Client's name) for the operation of its system called "ÉMINFO public construction industry online service". For the information system accessible through ÉMI's web site go to: <http://www.emi.hu>.

(2) Furthermore the Client accepts that ÉMI – in the same system – may disclose the entire content of the TMI. In a different case a separate provision must be included in the specific contract relating to this.

(3) ÉMI shall issue the TMI in Hungarian, and if requested by the Client, for further fee, in English, German or French, or translation to other languages is also possible. Always the Hungarian version of the TMI shall prevail and be regarded as the basis for legal validity.

XI. SPECIAL RULES RELATING TO GENERAL EXPERT ACTIVITY

XI.1 INDEPENDENCE OF ÉMI

(1) ÉMI performs the expert activity in accordance with the provisions of the relating legal acts and the professional rules governing its activity, according to its best knowledge.

(2) ÉMI cannot be instructed in connection with the content of the expert opinion.

XI.2. INVOLVING SUBCONTRACTORS

(1) The expert activity may extend to several technical fields, in which case it may become necessary to involve further specialists.

(2) The Client agrees to ÉMI using a collaborator or subcontractor for performing the contract, which it shall be obliged to report to the Client. ÉMI shall be responsible for the collaborator involved in the same way as if it had performed the task assigned to it itself.

XI.3 EXCLUSION

ÉMI shall not perform construction technical expert activity in respect of structures the construction-fitting work of which it inspected as a technical inspector.

XI.4 OBLIGATION OF THE SPECIALIST

The specialist's inspection – within the framework of the assignment – shall extend to all essential circumstances of the case. The specialist shall be obliged to draw its client's attention to all facts that have an influence on creating the expert opinion on the basis of the known data, and to facts that the Client is interested in gaining knowledge of.

XI.5 INFORMATION OBLIGATION OF THE CLIENT

The Client shall be obliged to notify ÉMI about all facts, data and documents that may affect or influence the expert activity and its results. ÉMI shall not be liable for any damage deriving from a failure to do so.

XI.6 INDICATION OF RELEVANT DATA IN EXPERT OPINION

On the expert opinion the specialist's name, expert registration number and special field shall be stated.

XI.7 ONSITE INSPECTION

(1) If onsite inspection or onsite instrumental tests are needed for performing the expert activity, the participation of the Client (and the affected parties) in the inspection is possible and desired.

(2) The client shall ensure access to the building or building part affected in the scope of preparing the expert opinion and it shall ensure the performance of onsite instrumental tests. If the Client fails to fulfil this obligation, without any further legal statement the deadline of performance shall be extended by the number of days during which the Client fails to ensure access to the property.

(3) During the onsite inspections or tests ÉMI's expert shall not be obliged to inform the Client or the participants about its findings.

If during the onsite inspection the specialist detects danger to life or other circumstances resulting in especially serious damage, it shall be obliged to record it in writing and notify the affected parties, disregarding the subject of the assignment.

XII. SPECIAL RULES RELATING TO ISSUING ENERGY PERFORMANCE CERTIFICATE

XII.1 CONDITIONS OF ISSUING ENERGY PERFORMANCE CERTIFICATE

- (1) ÉMI prepares energy performance certificates based on its employees' expert rights.
- (2) ÉMI performs energy certification exclusively by holding onsite inspections and using a calculation method.

XII.2 ONSITE INSPECTION

The tasks to be performed during onsite inspection (to be applied where relevant)

- gathering general information about the inspected facility (size, circumstances of establishment and use, environment),
- determining the building parts to be examined, clarifying the details,
- determining and separating heated-unheated spaces,
- determining the material, type and order of layers of the delimiting structures,
- identifying engineering systems,
- listening to the parties concerned,
- visual inspection, data collection, checking the received data (with special respect to comparing earlier plans with the present condition),
- onsite instrument tests, survey, if necessary.

Excavation or thermal imaging tests are performed in exceptional cases (agreed upon with the client).

XII.3 INFORMING THE CLIENT

In order to prepare the onsite inspection appropriately, ÉMI shall notify the Client about the date of the inspection at least five days in advance, and make an appointment.

XII.4 ACCESSING THE BUILDING RELEVANT FROM THE ASPECT OF ISSUING ENERGY CERTIFICATION

The Client shall be obliged to ensure access to the building or building part relevant from the aspect of issuing energy certification. If the Client fails to fulfil this obligation, without any further legal statement the deadline of performance shall be extended by the number of days during which the Client fails to ensure access to the property.

XII.5 TERMINATION WITH IMMEDIATE EFFECT

If for reasons occurring within the Client's sphere of interests the onsite inspection cannot be held within 15 (fifteen) days following the originally determined date, then ÉMI shall be entitled to terminate the contract by making a unilateral statement, with immediate effect.

XII.6 ACCEPTANCE

The Client accepts that the certificate shall become invalid,

- if the requirements determined in the legal act change,
- if the function of the building changes,
- if a change occurs in the delimiting structures or engineering systems of the certified building (e.g. modernisation),
- after a period of 10 years following issue of the certificate.

XII.7 SAFEKEEPING OF ENERGY CERTIFICATIONS

(1) ÉMI shall keep the prepared energy certifications for at least 10 years, but certificates cannot be disposed of after the 10 year period.

(2) Any issues not regulated herein regarding issuing energy performance certification shall be governed by the provisions of Government Regulation No. 176/2008. (VI. 30.) on the certification of the energy characteristics of buildings.

XIII. SPECIAL RULES RELATING TO ISSUING APPLICATION CERTIFICATES.

XIII.1 PURPOSE OF APPLICATION CERTIFICATE

The Application Certificate (ATB) is a document issued by ÉMI, which can be requested voluntarily and relates to construction products, materials, type structures, auxiliary construction structures or construction methods, and which contains the product characteristic values essential from the aspect of domestic use as well as the technical conditions of use, depending on Hungarian legal acts and technical prescriptions.

XIII.2 MEANS OF PERFORMANCE

The contract is performed by preparing the Assessment Report compiled as a result of performing the previously recorded test plan. The ATB can only be issued, if the test results are compliant. In case of non-compliant test results ÉMI may initiate further tests, and these tests can be performed after the specific contract amendment has been concluded. ÉMI's tasks are completely performed and ÉMI shall be entitled to the amount determined in the contract, even if it has prepared the Assessment Report but on the basis of the test results the ATB cannot be issued.

XIII.3 LIABILITY OF THE CLIENT

The Client shall be liable for all damages deriving from unlawfully obtaining the ATB for the product forming the subject of the contract, and it shall also be liable in case that it obtains the ATB lawfully, but the conclusion of the contract relating to the test and the issuing of the ATB for the Client harms or may harm the lawful interest of another party or other parties.

XIII.4 ACCEPTANCE

The Client accepts

- that the ATB is valid for three years after it is issued, which term can be extended after performing a review;
- that it must undertake the costs incurred during the review;
- that it shall be obliged to provide all information and document needed for issuing the ATB;
- that if necessary it shall make it possible for ÉMI or its representative to inspect the place of production– for the purpose of issuing the ATB – during working hours, at any time;
- that if it concludes an agreement with a later Client, then in this agreement it shall draw the later Client’s attention to the necessity and method of fulfilling the obligations that are also valid with respect to it;
- that the ATB cannot replace other documents needed for the distribution, planning and building in of construction products, which are prescribed with compulsory effect in Regulation (EU) No 305/2011 and Government Decree no. 275/2013 (VII.16.);
- that the ATB shall not be the basis of a declaration of performance.

XIII.5 THE CLIENT’S NOTIFICATION OBLIGATION

The Client is obliged to notify ÉMI

- about all changes that may affect the data recorded in the ATB issued. It is especially obliged to report changes in its name or address, or in the case of a business organisation decisions relating to its termination or reorganisation;
- about all technical, legal or business information that may affect the maintainability of the ATB with modifications or with unchanged conditions.

XIII.6 THE HOLDER OF THE ATB

(1) Unless otherwise agreed upon, the holder of the ATB is the Client. If the subject of the ATB is within the competence of the ETA or NTA, and the Client is not the holder of the ETA or the manufacturer, then an authorisation is needed from the holder of the ETA or the manufacturer included in at least a private document of full demonstrative force.

(2) If at the Client’s request the ATB is issued for a third person, then a separate provision must be included about it in the specific contract. In this case the Client shall guarantee and record it credibly in a private document in at least a private document of full demonstrative force that the third person for whom the ATB has been issued knows and undertakes all the obligations generally borne by the Client too in connection with notification and review. In such cases the ATB can only be issued after the Client has submitted the certificates and statements of the third party or parties included in a private document of full demonstrative force.

XIII.7 WITHDRAWAL OF THE ATB, LIMITING ITS VALIDITY

ÉMI is entitled to withdraw the ATB and prohibit its use temporarily or finally, if a technical or legal circumstance occurs that makes it necessary.

If the circumstance requiring withdrawal needs to be clarified, then ÉMI may call upon the holder of the ATB to make a statement and supply data, warning it about the possibility of withdrawal and

determining the planned date of withdrawal, 30 (thirty) days before this date. If the holder fails to fulfil its obligation to make a statement within the deadline determined by ÉMI, then ÉMI shall be entitled to withdraw the ATB without any further legal statement.

XIII.8 DISCLOSURE

(1) The Client accepts that if the ATB is issued, ÉMI shall use the data disclosed therein (its number, its date of issue, the name of the subject of the ATB and its area of use, the manufacturer's name) for the operation of its system called "ÉMINFO public construction industry online service". For the information system accessible through ÉMI's web site go to: <http://www.emi.hu>.

(2) Furthermore the Client accepts that ÉMI – in the same system – may disclose the entire content of the ATB (not including the Assessment Report as referred to). Otherwise, a different provision shall be stipulated in the specific contract.

XIII.9 TRANSLATIONS

ÉMI shall issue the ATB in Hungarian, and if requested by the Client, for further fee, in English, German or French, or translation to other languages is also possible. Always the Hungarian version of the ATB shall prevail and be regarded as the basis for legal validity.

XIII.10 PUBLICATION OF ATB

ATB may be copied or published via other medium only at full length. For publication of an extract, ÉMI's written consent is required. In case of publication of an extract, the fact of it shall be indicated. The text and drawing of advertising brochures shall not be contradictory to the content of the ATB, and shall not give reason to misunderstanding.

XIV. CLOSING PROVISIONS

(1) Any questions not provided for under the present GTC shall be governed by the Civil Code and other special prescriptions and provisions.

(2) Upon signing the specific contract the Client/Principal declares that it has become fully aware of the provisions of the present GTC and has accepted them completely.

(3) If the specific contract is concluded also in any language other than Hungarian, and the GTC in other language is attached to it, even in this case the Hungarian specific contract and the provisions of the Hungarian GTC shall prevail.

(4) The General Terms and Conditions no. 1/2016 shall be repealed. Specific contracts concluded before the term of present GTC and any amendments thereto shall be governed by the GTC effective at the time of conclusion such specific contract.

Budapest, May 31, 2019

ÉMI Építésügyi Minőségellenőrző Innovációs Nonprofit Kft.