APPLICATION FORM

For The Conformity Assessment Procedures under

DIRECTIVE 2014/90/EU on marine equipment, as amended

To: Nippon Kaiji Kyokai (Greece) S.A. Date:

We hereby apply for the conformity assessments at Nippon Kaiji Kyokai (Greece) S.A. under the Directive 2014/90/EU on marine equipment, as amended. In connection with this application, we declare that same application has not been lodged simultaneously with any other Notified Body. This request is made on the basis that we accept the provisions of the “Terms and Conditions” (see reverse) of the inspection/certification services under the Marine Equipment Directive (MED) 2014/90/EU, as amended.

Product:

 Item number:

 (Indicated in the Annex\*)

Item designation:

 (Indicated in the Annex\*)

 Item (type) name:

 (As given by manufacturer)

Manufacturer:

 Name

 Address

Authorized Representative (if applicable):

 Name

 Address

Places of Production (if different from client or where there are multiple):

Name

 Address

Module(s) chosen, intended to be chosen, and EC Type-Examination Certificate Number:

[ ]  EC Type-Examination (Module B)

[ ]  Initial [ ]  Renewal [ ]  for Alteration

EC Type-Examination Certificate Number (where the product has been approved)

[ ]  Conformity to Type Quality Assessment [ ]  Module D [ ]  Module E

[ ]  Initial [ ]  Renewal [ ]  Surveillance [ ]  for Alteration

[ ]  Conformity to Type, Product Verification (Module F)

[ ]  Conformity, based on Unit Verification (Module G)

Additional information to be provided on page 3 of this Application

Applicant:

 Name

 Address

Contact Person:

 Name

 Department

 Phone

Signature

 E-mail

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| --- | --- | --- | --- |
|  | Nippon Kaiji Kyokai4-7, Kioi-Cho, Chiyoda-Ku, Tokyo, JapanSole shareholder ofNippon Kaiji Kyokai (Greece) S.A. Possidonos Av. & 1-3 Pindou Str.,Moschato, Piraeus, 183 44 Greece |  | mark_conformityMarED NB 2976 |

Annex\* See Page 3 of this form

“Terms and Conditions”

For the inspection/certification services under

Directive 2014/90/EU on marine equipment as amended.

1. CONDITION OF SERVICE

1. Nippon Kaiji Kyokai (Greece) S.A. (hereinafter referred to as “NKK(GR)”), as a Notified Body nominated by the Government of the Hellenic Republic (hereinafter referred to as “NB”) provides product inspections and audit and certification of management systems services in accordance with the procedures set out in Annex II to the Directive.
2. In order that the NB provide these services, the Applicant/Manufacturer/Authorized Representative (hereinafter referred to as “Applicant”) agrees to provide the NB with all necessary information, in particular, the quality system documentation, the quality records, such as inspection reports and test data, calibration data, qualification reports on the personnel concerned etc. as well as facilities and equipment (where relevant) and allow the NB access to the manufacture, inspection, testing and storage sites.
3. The Applicant agrees to make all necessary arrangements for the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Applicant’s subcontractors, investigation of complaints, and the participation of observers, if applicable.
4. The Applicant agrees to inform the NB, without delay, of any changes that may affect the continuation of the certification and its ability to conform with the certification requirements. Changes can include those relating to the legal, commercial, organizational status or ownership, organization and management (e.g. key managerial, decision-making or technical staff), modifications to the product or the production method, contact address and production sites, and major changes to the quality management system.
5. The Applicant agrees that, when using multi production sites, the NB may require assessments at all sites at a documented interval (in principle all manufacturing sites within a three (3) year period).
6. The Applicant agrees to always fulfill the certification requirements and scheme and implement appropriate changes when they are communicated by the NB.
7. The Applicant further agrees that their certified products, when produced on an ongoing basis, continues to fulfill the certification requirements.
8. The Applicant agrees to keep a record of all complaints made know to it relating to compliance with certification requirements and make these records available to the NB when requested, take appropriate action with respect to such complains and any deficiencies found in products that affect compliance with the requirements for certification, and document the actions taken.
9. Fees and expenses for services rendered by the NB are in principle based on hours spent, respectively at cost. A fee scheme is available upon request.
10. All fees and expenses incurred for the services of the NB are due and payable by the Applicant within 30 days from the date of invoice, regardless of the results of inspections and or certification services performed.

2. AUTHORIZED REPRESENTATIVE

Where an Applicant/Manufacturer is not located within the EU, he shall assign (contract) an authorized representative, and provide relevant information (name/address etc.) to the NB.

3. LIABILITY

1. The NB shall not be liable for any loss or damage or expenses sustained by any person due to any act or omission or error whatsoever caused in the provision of above services, information or advice given by the NB.
2. Notwithstanding clause 3.1, if any client of the NB uses the NB’s inspection or certification services, or relies on the information or advice given by the NB and suffers loss, damage or expenses thereby which is proved to have been due to any negligent act, omission or error of the NB, or from any inaccuracy in the information or advice given by the NB, the NB will pay compensation for any proved loss, damage or expenses in accordance with Greek Law.
3. Whereas clause 3.2 is considered applicable in accordance with Greek Law, the maximum compensation paid is limited to the recertification costs by another Notified Body, or ten times the fee invoiced by the NB for services provided.

4. CONFIDENTIALITY

All documents and information obtained or created by the NB during the performance of the inspection and certification activities shall be treated as confidential by the NB and shall not, without the prior consent of the party providing such documents or information, be disclosed for any purpose other than that for which they are approved, ensuring proprietary rights for parties involved.

5. IMPARTIALITY

NKK(GR) shall maintain its independency, impartiality and integrity as a third party inspection/ certification body. A statement to this extent is published on the NKK(GR) website ([www.classnk.gr](http://www.classnk.gr)).

Attachment to APPLICATION FORM

For The Conformity Assessment Procedures under

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To: Nippon Kaiji Kyokai (Greece) S.A. Date:

Applied Testing Standards:

(Indicated in the Annex\*)

Range of Products (if multiple products are covered by this Application)

Limitations (if any)

Documentation

Other information

Multi-Production Sites

Intended date(s) of the inspection/testing/assessment

Annex\*: The Annex to the Commission Implementing Regulation, indicating design, construction and performance requirements and testing standards for marine equipment (as amended).

6. APPEALS AND COMPLAINTS

Any manufacturer or person concerned in the process of EC Type Examination and/or Conformity Assessments under the Marine Equipment Directive may lodge an appeal and/or complaint. The Appeal Procedure is available upon request. An extract of the Appeal Procedure is published on the NKK(GR) website ([www.classnk.gr](http://www.classnk.gr)).

7. EXCHANGE OF INFORMATION

1. The NB shall give the Applicant due notice on any changes to its requirements for certification. The NB shall verify that the Applicant complies with the new requirements by the due date.
2. The Applicant shall inform without delay the NB on matters that may affect the capability of the Applicant to continue to fulfill the requirements of the Standards used for inspection/certification, which may include changes to for example legal, commercial or organizational status, organization and management, scope of operations, contact address and sites.
3. The NB shall further inform the Applicant on changes to the Directive, and to the relevant requirements of the Annex\* (equipment list), which may affect the products/services provided by the Applicant.
4. Additional to sub 7.3 above, the Applicant shall keep himself informed on the developments within the MED, IMO etc. on his field of work using common available data sources (like MarED Website, IMO Website, etc.)
5. The NB shall have information on Fees and Financial Support readily available in updated format and provide the Applicant with subject information upon request.

8. PUBLICATION OF INFORMATION

1. Decisions on positive results of inspections by the NB related to Module B, F and G will be reported to EMSA for publishing on the MarED website (www.mared.org). Decisions on certification by the NB related to Module D and E, including withdrawal and suspension of such certification will be reported to EMSA for publishing on the MarED website (www.mared.org).
2. Where the Applicant (Client) provides copies of certification documents to third parties (Others), these documents shall be reproduced in their entirety (Coversheet of the Certificate + Attachment(s)).

9. REFERENCE TO CERTIFICATION AND USE OF MARKS

1. Reference to the certification of the product and/or certification of the management system of the Applicant in communication media such as documents, brochures or advertising, and information related to the product shall be in accordance with the requirements of the NB.
2. The use of the Certification Mark (Wheelmark + 2976) shall be in accordance with Article 9 and 10 of the Directive 2014/90/EU on marine equipment.
3. Additional to sub 9.2 above, the Applicant may use an “Electronic Tag” in accordance with Article 11 of the Directive 2014/90/EU on marine equipment.
4. Regulations for use of the Certification Mark (Wheelmark + 2976), covering protection and use of the Mark, including necessary steps taken in case of improper use of the Mark are available upon request.
5. The Applicant shall make claims regarding certification consistent with the scope of certification.
6. The Applicant shall not use its product certification in such a manner as to bring the NB into disrepute and shall not make any statement regarding its product certification that the NB may consider misleading or unauthorized.
7. Upon suspension, withdrawal, or termination of the certification, the Applicant shall discontinue its use of all advertising matter that contains any reference thereto and take actions and any measures required by the NB.

10. EXTRAORDINARY EVENTS OR CIRCUMSTANCES

1. If extraordinary events or circumstances occur, for example: war, strike, terrorism, flooding, earthquake, pandemic, hacking, etc., the Applicant shall inform the NB and vice versa, where this extraordinary event or circumstances affect the day to day operation of their relevant organizations.
2. Extraordinary events or circumstances may affect the status of the certification, where no effective measures have been applied to ensure continuous compliance with the relevant requirements.

11. PROPER LAW AND JURISDICTION CLAUSE

1. These services shall be governed by and construed in accordance with Greek Law and all and any disputes (of whatever nature) shall be submitted to the exclusive jurisdiction of the Greek Court.

12. AMENDING TERMS AND CONDITIONS

These “Terms and Conditions” may be periodically reviewed and amended if found necessary. If amended, the latest revision shall be made available soonest to the Applicant (client).

THE END

Latest revision of “Terms and Conditions” is February 01, 2024

Annex\* See Page 3 of this form