**AGREEMENT**

**BETWEEN:**

**[REGISTERED NAME AND ADDRESS]**.

(hereinafter “**OEM**” – Original Equipment Manufacturer)

OF THE FIRST PART,

– and –

**[REGISTERED NAME AND ADDRESS]**.

(hereinafter “**OBL**” – Own Brand Labeller)

OF THE SECOND PART.

**WHEREAS:**

* **OEM** designs and manufactures the following products (hereinafter “**products**”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **OEM** has obtained EU/EC Type Examination Certificate(s) for the aforementioned products according to:

* Select Directive
* **OEM** has adopted the following procedure for production surveillance according to:

* Select Directive
* **OBL** purchases from **OEM** the product and commercialize them under its own name with the following trade names and or trademark:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IN CONSIDERATION** of the covenants and agreements herein contained the Parties agree as follows:

1. **OEM** agrees to supply to **OBL** only products fully compliant with their EU/EC type-examination**. OBL** shall be required to check supplies from **OEM** by checking the documentation provided and the products supplied.
2. **OBL** accepts legal responsibility as the products manufacturer in conformity with the terms of Regulation / Directive aforementioned.
3. **OBL** agrees not to make any technical/documentation changes to the products supplied by the **OEM**. The user manual and nameplate are customized to OBL and they shall be evaluated by the notified body.
4. The products are supplied from **OEM** to **OBL**:

[ ]  already labelled and packaged

[ ]  to be labelled and packaged

If **OBL** labels the products, it will do so in absolute conformity with **OEM**’s technical file.

1. **OEM** shall be responsible for maintaining its EU/EC Type Examination Certificate issued by the Notified Body; **OBL** shall be responsible for maintaining its own.
2. **OEM** authorizes Notified Body to use the technical documentation of the products and / or the documentation of the quality system (if relevant) aimed for certification of the **OBL** products including complaints and customer satisfaction.
3. **OEM** authorizes Notified Body to use their own results of the checks / tests / audits aimed for certification of the products and / or the quality system (if relevant) of the **OBL**.
4. **OEM** agrees to notify **OBL** immediately in writing of the results of checks conducted by the Notifying Body which issued the certification.
5. **OEM** agrees to notify **OBL** of any significant changes made to products or their manufacturing process (if relevant) and the outcome of the verification of the Notified Body insofar as they pertain to **OBL**’s products compliance.
6. The parties agree to promptly inform each other of any market recall or withdrawal measures which, as the subject matter of this Agreement, affects both of them.
7. The parties acknowledge to one another that the products made by **OEM** under this Agreement may be marketed under both the **OEM**'s trade name and model reference and **OBL**'s trade name and model reference in accordance with the correspondence table in Annex 1.

The Parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

IN WITNESS WHEREOF:

|  |  |  |
| --- | --- | --- |
| **[REGISTERED NAME]** |  | **[REGISTERED NAME]** |
|  |  |  |
| Name and Signature |  | Name and Signature |
|  |  |  |
| Place and date: |  | Place and date: |
|  |  |  |

**Annex 1** – Table of correspondence of the products **OEM** and **OBL**.

**ANNEX 1**

|  |  |
| --- | --- |
| **OEM PRODUCTS** | **OBL PRODUCTS** |
|  |  |
|  |  |
|  |  |

|  |  |  |
| --- | --- | --- |
| **[COMPANY NAME]** |  | **[COMPANY NAME]** |
|  |  |  |
| Name and Signature |  | Name and Signature |
|  |  |  |
| Place and date: |  | Place and date: |
|  |  |  |