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APPLICATION FORM
For The Conformity Assessment Procedures under
DIRECTIVE 2014/90/EU on marine equipment, as amended

To: Nippon Kaiji Kyokai (Netherlands) B.V. Date:

We hereby apply for the conformity assessments at Nippon Kaiji Kyokai (Netherlands) B.V. 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 Annex A.1)
- Item designation:
(Indicated in Annex A.1)
- 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
- 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 the Annex to this Application

Applicant:

- Name
- Address

Contact Person:

- Name
- Department
- Phone
- E-mail

Signature



Nippon Kaiji Kyokai
4-7, Kioi-Cho, Chiyoda-Ku, Tokyo,
Japan
Sole shareholder of
Nippon Kaiji Kyokai (Netherlands) B.V.
1e Barendrechtseweg 48
2992 XC, Barendrecht, The Netherlands



MarED NB 0849

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"Terms and Conditions"
For the inspection/certification services under
the Marine Equipment Directive (MED) 2014/90/EU, as amended.

1. CONDITION OF SERVICE

1. Nippon Kaiji Kyokai (Netherlands) B.V. hereinafter referred to as NKK(NL)BV, as a Notified Body nominated by the Government of the Netherlands (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 MED.
2. In order that the NB may provide these services, the Applicant/Manufacturer/Authorized Representative hereinafter referred to as Applicant, agrees to provide the NB with all necessary information and facilities and equipment (where relevant).
3. The Applicant agrees to provide the NB, without delay, information that may affect the continuation of the certification. (e.g. change of organization, address, production location, product changes etc.)
4. The Applicant agrees to implement appropriate changes when they are communicated by the NB.
5. The Applicant further agrees that their certified products, when produced on an ongoing basis continues to fulfill the certification requirements.
6. 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.
7. 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 Dutch Law.
3. Whereas clause 3.2 is considered applicable in accordance with Dutch 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(NL)B.V. shall maintain its independency impartiality and integrity as a third party inspection/certification body. A statement to this extent is published on the NKK(NL)B.V. website (www.classnk.nl)

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(NL)B.V. website (www.classnk.nl)

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 A1 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.

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Annex to APPLICATION FORM
For The Conformity Assessment Procedures under
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To: Nippon Kaiji Kyokai (Netherlands) B.V. Date:

Applied Standards:
(Indicated in Annex A.1)

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

Limitations (if any)

Documentation

Other information

Intended date(s) of inspection/testing/audit

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8. PUBLICATION OF INFORMATION

1. Decisions on positive results of inspections by the NB related to Module B, F and G will be made public on the website of NKK(NL)B.V. (www.classnk.nl) and reported to BALance Bremen 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 made public on the website of NKK(NL)B.V. (www.classnk.nl) and reported to BALance Bremen for publishing on the MARED website (www.mared.org).
2. The status of the MARED website has priority to the status of the NKK(NL)B.V. website
3. 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, including the use of the Certification Mark (Wheelmark + 0849) shall be in accordance with Article 9 and 10 of the Directive 2014/90/EU on marine equipment.
2. Additional to sub 9.1 above, the Applicant may use an "Electronic Tag" in accordance with Article 11 of the Directive 2014/90/EU on marine equipment.
3. Regulations for use of the Certification Mark (Wheelmark + 0849), covering protection and use of the Mark, including necessary steps taken in case of improper use of the Mark are available upon request.

10. PROPER LAW AND JURISDICTION CLAUSE

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

11. AMENDING TERMS AND CONDITIONS

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

THE END

Latest revision of Terms and Conditions is December 18, 2016

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