**To: ABS Italy S.R.L.**

**We hereby apply for the Conformity Assessments at ABS Italy S.R.L. for Directive 2014/90/EU.**

**Please complete all applicable sections and email to: ABS-MED@EAGLE.ORG**

1. **Applicant**

If application is made by the manufacturer from an address not within the EU then also details of the Authorized representative in the EU are to be provided under section 3 (Article 13 of 2014/90/EU)

|  |  |
| --- | --- |
| Applicant type | Original equipment manufacturer / Authorised representative (Delete as appropriate) |
| Company Name |  |
| Address |  |
| Postal Code and Location |  |
| Country |  |
| Phone Number |  |
| Website |  |
| Email |  |
| Contact Person |  |

1. **Manufacturing Site:**

(Required if manufacturing site differs from the detail in section 1)

|  |  |
| --- | --- |
| Company Name |  |
| Address |  |
| Postal Code and Location |  |
| Country |  |
| Phone Number |  |
| Website |  |
| Email |  |
| Contact Person |  |
| Relationship to the manufacturer |  |

1. **Authorized representative within the** European Community: (Article 13 of 2014/90/EU)

(Application made by the manufacturer with address not within the EU, provide details of Authorized representative in the EU)

|  |  |
| --- | --- |
| Company Name |  |
| Address |  |
| Postal Code and Location |  |
| Country |  |
| Phone Number |  |
| Relationship to the manufacturer |  |

1. **Invoicing details:**

|  |  |
| --- | --- |
| Client Purchase Order No. – P.O. No. |  |
| Invoice details | Use details as per: section 1. , section 2. , other as per below |
| Company Name |  |
| Address |  |

1. **Type of conformity assessment and certification to be carried out by:**

|  |  |  |
| --- | --- | --- |
|  | Certification service requested: | Local office attendance for: |
| EC Type Examination |  | Prototype test |
| MED Module B certification | Initial  Renewal  Revision | Proposed date: |
| Production – Quality assurance  MED Module D certification | Initial  Renewal  Revision | Annual assessment  Proposed audit date: |
| Product – Quality assurance  MED Module E certification | Initial  Renewal  Revision | Annual assessment  Proposed audit date: |
| Product Verification  MED Module F certification | Reference MED Mod B certificate No. | Proposed date: |
| EC Unit Verification  MED Module G certification |  | Proposed date: |

1. **Marine Equipment Directive**

|  |  |
| --- | --- |
| Description of Equipment & Model No’s |  |
| Intended Conformity Assessment Procedure  (Selected 1 or combination of 2 conformity modules) | B D/E  F  G |
| Serial Number(s) for MED Mod F or G |  |
| USCG Approval Number, if applicable. | (According to the Mutual Recognition Agreement between EC and USA) |

1. **Design and Performance Standards, Code and Rules**

|  |  |
| --- | --- |
| MED Directive 2014/90/EU | Specify the implementation act (     ) |
| MED Item Number | MED/ |
| Please indicate applicable MED  Regulations & Testing Standards |  |
| Any other Standards |  |

1. **Product Design Assessment Certification (ABS PDA)**

|  |  |
| --- | --- |
| Has an ABS PDA been issued for the product? | Yes No |
| If yes, PDA Certificate Number |  |
| ABS Technical Office that issued PDA |  |
| ABS PDA Certificate includes the current MED Directive requirements? | Yes  No |
| If no, has a revision of the ABS PDA certificate been requested? | Yes  No |

1. **Renewals, Revisions and Amendments**

|  |  |
| --- | --- |
| Present Certificate Number |  |
| Has the product or documentation been revised or changed:  Yes  No | |
| Please provide details |  |

1. **Existing Quality System Certification Details**

|  |  |
| --- | --- |
| ISO 9001 certificate of registration | Yes  No (If yes, please provide a copy) |
| Certification Body |  |
| Scope of Approval |  |
| Quality Manual Title |  |
| Quality Manual Rev number. and date: |  |

**11. Document Checksheet for Initial, Renewal and Revision of certification**

Following information, as applicable, is to be submitted with the application form.

|  |  |
| --- | --- |
| MED Module B certification | MED Application Form  Copy of ABS PDA certificate and approval letter (if previously issued)  Copy of approved drawings, calculations (if previously issued)  Copy of analysis and assessment of the risk(s)  Copy of operation, maintenance and installation manuals  Copy of Prototype test procedure and intended location (laboratory, in-house or combination)  Prototype Test Report issued by an ABS MED Inspector when performed in-house  or  Copy of test report issued by an Accredited Laboratory  Copy of ISO17025:2015 certification of the Accredited Laboratory |
| MED Module D/E certification | MED Application Form  ABS Manufacturing Assessment Cert. from an ABS Inspector (if already in place)  Copies of existing Module B - EC Type Examination Certificates  Copies of all tests conducted and referenced in Module B certificate  Copies of approved drawings, if not already submitted for mod. B  Copy of Installation / User Instruction  Copy of product marking / labelling Instructions  Certification Audit Reports  Copy of ISO 9001 certificate  Copy English language edition of Quality Manual,  Copy of conformity marking procedure “Wheel Mark”  Sample of “EU Declaration of Conformity” |
| MED Module F certification | MED Application Form  Copy of MED Module B certificate - EC Type Examination Certificate  Copies of approved drawings, if not already submitted for mod. B  Product Verification Test Report from an ABS MED Inspector (if already completed)  Proposed test schedule for module F inspection  Copy of conformity marking procedure “Wheel Mark”  Sample of “EU Declaration of Conformity” |
| MED Module G certification | MED Application Form  Copy of ABS PDA certificate or approval letter (if previously issued)  Copy of approved drawings, calculations (if previously issued)  Copy of analysis and assessment of the risk(s)  Copy of operation, maintenance and installation manuals  Copy of conformity marking procedure “Wheel Mark”  Sample of “EU Declaration of Conformity”  Unit Verification Test Report issued by an ABS MED Inspector  Or as applicable  Copy of test report issued by an Accredited Laboratory  Copy of ISO17025:2015 certification of the Accredited Laboratory |

|  |  |
| --- | --- |
| Applicant’s Representative | |
| Name |  |
| Position |  |
| Email |  |

**We hereby confirm that the same application has not been lodged simultaneously with any other Notified Body and that no Notified Body has previously refused certification for the product(s).**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Date (dd/mm/yy)**

ABS Italy S.R.L. is a subsidiary of American Bureau of Shipping (ABS), the applicant is hereby informed that parts of the conformity assessment might be delegated to ABS or subsidiaries.

**TERMS AND CONDITIONS**

**EU MED certification services**

1. This agreement (**the “Agreement”**) is between ABS Italy S.R.L. ("ABS") and the customer or client as so-defined on the Purchase Order (for the purposes of these terms the “Client”). Each separately defined as a “Party” and together as the “Parties”. The ABS standard terms and conditions described on the front of this document are incorporated by reference.

1. **PAYMENT OF FEES**

Upon completion of each request for service, ABS shall furnish Client with detailed invoices of fees and expenses for all work performed under each request calculated from ABS' current published rates.

All fees are to be remitted in the currency invoiced or in US Dollars calculated at the exchange rate in effect at the payment date to ABS by cheque and shall refer to the ABS issued invoice number. Wire transfers may be made through the bank details provided on the invoice.

c) Unless otherwise provided by agreement or prohibited or restricted by law interest will be charged at the rate of 1-1/2% per month on any amounts not paid within 60 days from invoice date.

d) Should ABS be required to take any action for the collection of fees hereunder, there shall be added to the invoice amount all costs and expenses of such action, including reasonable attorney's fees, and ABS may take judgment for the entire amount due.

**3. RESPONSIBILITY AND LIABILITY**

It is understood and agreed that any report, statement, notation of plan review or certificate (hereafter referred to collectively as "certificate") issued as part of the services rendered under this Agreement is a representation solely to the signatory to this Agreement and only that at the time of survey the vessel, structure, item of material, equipment or machinery or any other item covered by a certificate has met one or more of the Rules or standards of ABS and is issued solely for the use of ABS, its committees, clients or other authorized entities. ABS is not an insurer or guarantor of the integrity or safety of a vessel or of any of its equipment or machinery. The validity, applicability and interpretation of a certificate issued under the terms of or in contemplation of this Agreement is governed by the Rules and standards of ABS who shall remain the sole judge thereof. Nothing contained herein or in such a certificate or in any report issued in contemplation of such a certificate shall be deemed to relieve any designer, builder, owner, manufacturer, seller, supplier, repairer, operator, insurer or other entity of any duty to inspect or any other duty or warranty express or implied. Nothing in this Agreement or in any certificate or report issued under this Agreement shall be deemed to create any interest, right, claim or benefit in any insurer or other third party. It is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm or corporation, other than the signatories hereto, any right, remedy or claim hereunder or under any provisions herein contained; all provisions hereof are for the sole and exclusive benefit of the parties hereto.

**4. INSURANCE**

The Client agrees that ABS and all of its officers, employees, or agents will be additional assureds under the Client's relevant insurance and that full waivers of rights of subrogation will be provided by relevant underwriters to ABS and all of its officers, employees or agents.

**5. LIMITATION OF LIABILITY**

If any party to this Agreement relies on any information or advice given by ABS, and suffers loss, damage, or expense directly thereby which is proven to have been caused by the negligent act, omission or error of ABS, its officers, employees or agents, or from breach of any implied or express warranty of workmanlike performance in connection with the services, or from any other reason, then the combined liability of ABS, its officers, employees, agents or subcontractors to Client or any other person, corporation, partnership, business entity, sovereign, country or nation will be limited to the greater of a) $100,000 or b) an amount equal to ten times the sum actually paid for the services alleged to be deficient.

The limitation of liability may be increased up to an amount twenty-five times that sum paid for services upon receipt of Client's written request at or before the time of performance of services and upon payment by Client of an additional fee of $10.00 for every $1,000.00 increase in the limitation. ABS shall in no circumstances be liable for indirect or consequential loss or damage (including, but without limitation, loss of profit, loss of contract, loss of use) suffered by any person resulting from any failure by ABS in the performance of its obligations under this Agreement. Under no circumstances whatsoever shall any individual who may have personally caused the loss, damage or expense be held personally liable.

**6. ARBITRATION**

Any and all differences and disputes of whatsoever nature arising out of this Agreement shall be put to arbitration in the City of New York pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by ABS, one by Client, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. The arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. The arbitrators may grant any relief other than punitive damages which they or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance. Awards made in pursuance to this clause may include costs including a reasonable allowance for attorney's fees and judgment may be entered upon any award made hereunder in any court having jurisdiction. ABS and Client hereby mutually waive any and all claims to punitive damages in any forum.

Client must notify ABS within thirty (30) days of the commencement of any arbitration between it and third parties which may concern ABS's work in connection with this Agreement and shall afford ABS an opportunity, at ABS's sole option, to participate in the arbitration.

**7. TIME BAR TO LEGAL ACTION**

Any statutes of limitation notwithstanding, Client expressly agrees that its right to bring or to assert against ABS any and all claims, demands or proceedings whether in arbitration or otherwise shall be waived unless (a) notice is received by ABS within ninety (90) days after Client had notice of or should reasonably have been expected to have had notice of the basis for such claims; and (b) arbitration or legal proceedings, if any, based on such claims or demands of whatever nature are commenced within one (1) year of the date of such notice to ABS.

**8. NON-WAIVER**

No waiver by either party of any breach of any of the terms of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any other term hereof.

**9. LIMITATION**

ABS makes no representations beyond those contained in article 3 hereof regarding its reports, statements, plan review, surveys, certificates or other services. Except as set out herein, neither ABS, nor any of its officers, employees or agents shall be liable for any loss, damage or expense of whatever type or kind sustained by any person due to any act, omission or error of any nature caused by ABS, its officers, employees or agents, or due to any inaccuracy of any nature, even if held to amount to a breach of warranty.

**10. GOVERNING LAW**

This Agreement shall be construed (both as to validity and performance), interpreted and enforced in accordance with, and governed by, the Laws of England, without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction.

**11. HOLD HARMLESS**

Client, or its assignee or successor in interest, agrees to release the ABS and to indemnify and hold harmless the ABS from and against any and all claims, demands, lawsuits or actions for damages, including legal fees, to persons and/or property, tangible, intangible or otherwise which may be brought against the ABS incidental to, arising out of or in connection with this Agreement, the work to be done, the Services or material to be furnished and the Certificate(s) to be issued, except for those claims caused solely and completely by the negligence of the ABS. Any other individual, corporation, partnership or other entity who in any way participates in, is engaged in connection with, or is a beneficiary of, any portion of the Services shall also release the ABS, and shall indemnify and hold the ABS harmless from and against all claims, demands, lawsuits or actions for damages, including legal fees, to persons and/or property, tangible, intangible or otherwise, which may be brought by such entity against the ABS arising out of or in connection with this Agreement, the work to be done, and the Services or material to be furnished and the Certificate(s) to be issued hereunder, except for those claims caused solely and completely by the negligence of the ABS.

**12. CONFIDENTIALITY**

All plans, drawings, specifications and information given to and reports prepared by ABS in connection with performance of certification under this Agreement shall be treated as confidential by ABS and shall not be used for any other purposes than those for which furnished without prior written consent, except as may be required by judicial order, by governmental order or regulation, by subpoena or by direction of a governmental agency with subpoena power, by the European Commission, by the flag administration, or as necessary to enforce any of ABS’s rights hereunder or to defend any claim hereunder.

ABS may release specific information related to the EU MED certification application and status. This information may be published on the ABS website or by other media and may include the EU MED Modules, dates and locations of all inspections performed by ABS, the expiration date of certificates issued by ABS, transfers, suspensions, withdrawals, cancellations and reinstatements of approval, and other related information as may be required.

**13. EU MED CERTIFICATION REQUIREMENTS**

**The Client warrants and guarantees:**

1. to always fulfil the certification requirements including implementing appropriate changes when they are communicated by the certification body;
2. that the certified product continues to fulfil the product requirements ( if the certification applies to ongoing production);
3. to make all necessary arrangements for
4. 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 client's subcontractors, and;
5. investigation of complaints;
6. the participation of observers, if applicable
7. to make claims regarding certification consistent with the scope of certification;
8. not to use its product certification in such a manner as to bring ABS. into disrepute and does not make any statement regarding its product certification which ABS may consider misleading or unauthorized;
9. upon suspension, withdrawal, or termination of certification, to discontinue its use of all advertising matter that contains any reference thereto and takes action as required by the EU MED certification scheme, as amended ( e.g. returns certification documents) and take any other required measure;
10. (if the Client provides copies of the certification documents to others) to ensure that the documents shall be reproduced in their entirety or as specified in the EU MED certification scheme, as amended;
11. that in making reference to its product certification in communication media such as documents, brochures or advertising, it complies with the requirements of ABS or as specified in the EU MED as amended;
12. that it complies with any requirements as prescribed in the EU MED certification scheme, as amended that relate to the use of marks of conformity, and on information related to the product;

j) it shall keep a record of all complaints made known to the Client relating to the EU MED compliance with certification requirements and to make these records available to ABS. when requested; and

1. take appropriate action with respect to such complaints and any deficiencies found in requirements for certification; and
2. document the actions taken;
3. to inform ABS, without delay, of changes that may affect its ability to conform with the EU MED certification requirements.

to notify ABS in writing of any product non-conformity resulting in the issuance of a Safety/Service Alert and/or Bulletin. Such an Alert and/or Bulletin, together with detailed information on the non-conformity (including root causes and the impact to the industry or vessel(s)). If a bulletin is issued an audit inquiry (and audit finding if necessary) is to be made to document what corrective measures were implemented. These include actions to address quality process discrepancies that may have been a root cause to the incident. Any process changes and root cause analysis are to be made readily available to ABS upon request. Notifications are to be sent to ABSTA@eagle.org.