

# Eurofins MET Labs

## Telecommunication Certification Body Service Agreement

*Eurofins MET Laboratories Inc. (Eurofins E&E North America) is part of the Eurofins Electrical & Electronics (E&E) global compliance network*

<b>Contact Name:</b>	Festool GmbH
<b>Applicant (Responsible Party):</b>	Markus, Roth
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### **1: Regulations for certification**

*For FCC:* Title 47 of the Code of Federal Regulations Parts 0 to 199 (47 CFR), FCC Knowledge Database Interpretations and all official FCC procedures/guidelines  
*For Industry Canada:* Industry Canada Spectrum Management and Telecommunications Standards including “Radio Standards Specifications (RSS)”

### **2: Rights and obligations**

The applicant agrees that the certified products as specified in the certificate based on and attached to this agreement will comply with the requirements stated in “Regulations for Certification”. The applicant agrees that the products for which the certificate is granted will be produced to the same specifications as the sample that the certification body found by review to be in compliance with the regulations. The applicant shall immediately inform the certification body of any changes to the certified product. Makes all necessary arrangements for the conduct of the evaluation, including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel for the purposes of evaluation, (e.g. testing, inspection, assessment, surveillance, reassessment) and resolution of complaints

### **3: Surveillance**

The certification body conducts post-market surveillance on applicant's compliance with his obligations, For FCC: in accordance with 47 CFR Part 2.962 For Industry Canada: in accordance with CB-02 “Recognition Criteria, and Administrative and Operational Requirements Applicable to Certification Bodies for the Certification of Radio Apparatus to Industry Canada’s Standards and Specifications. The applicant agrees to supply a production sample of the certified product within 14 days of a request from the certification body. Said sample to be delivered to the certification body at its address stated above. The certification body will notify the FCC and/or Industry Canada for failure to deliver a sample in the required time. This surveillance is carried out by the certification body employees on behalf of the certification body. NOTE: All costs associated with testing of Telecom devices will be borne by the Applicant and paid within 30 days of notice.

### **4: Confidentiality**

The certification body is responsible for seeing that confidentiality is maintained by its employees concerning all confidential information with which they become acquainted as a result of their contacts with the applicant. The Applicant agrees that all documents submitted to the

TCB program can be submitted to the FCC and may become public knowledge under the FCC rules in 47 CFR Part 0 and Industry Canada under the IC rules in RSP-100. While confidentiality may be requested for trade secrets and other reasons, the applicant agrees that the FCC/IC may determine that the documents submitted are not confidential and may be released to the public. The TCB accepts no responsibility for FCC/IC release of documents. All documents that the applicant considers to be confidential shall be designated in writing in accordance with 47 CFR 0.459 and RSP-100. While currently Industry Canada does not publish documents for the public, the applicant is aware that at any time, Industry Canada can change their internal process and beginning publishing documents. The applicant may submit a confidentiality request letter for Industry Canada to prohibit certain documents from being published if such a time occurs.

### **5: Agents**

Authorizing an agent to sign this agreement is done solely at the applicant’s discretion; however, the applicant remains responsible for all statements in this agreement.

### **6: Subcontracting**

The applicant agrees to permit elements of the certification process to be performed by a subcontractor authorized by the certification body.

### **7: Application Forms**

The applicant can request standard application forms from the certification body for FCC and Industry Canada or can supply an alternative application form, which may or may not be accepted at the discretion of the certification body. If the applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

### **8: Withdrawal / cancellation of certificate**

The certification body can revoke the certificate within 30 days of its issue. After this period only the FCC can revoke the certificate in accordance with the relevant FCC rules. For Part 68 and Canada certificates, the certification body can revoke the certificate at any time after its issue. Failure to comply with this agreement is grounds for revoking the certificate.

### **9: Information on modifications in production**

The applicant shall inform the certification body of any intended modification in the product, the manufacturing process or the quality management system controlled by the specific certification program.

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### **10: Payment**

The applicant shall pay to the certification body fees as defined in the then current schedule produced by the certification body.

### **11: Liability**

The applicant agrees that the certification body, in performance of duties under this agreement, does not assume or undertake to discharge any responsibility to any other party or parties. The applicant acknowledges that the opinions and findings of The certification body represent its judgment given with due consideration to the necessary limitations of practical operation and in accordance with performance of its duties and agrees that The certification body does not warrant or guarantee the correctness of its opinions or that its findings will be recognized or accepted by a third party. The applicant agrees that the distribution (meaning sale, lease or gift) or promotion of any product utilizing a marking or description referring to The certification body would mislead the public if such a product is not eligible to use the marking or description or does not comply with the requirements of The certification body or if the certification body certification is used in any other way than as herein provided, and that breach of this contract in this respect could not adequately be compensated for in money damages. For these and other reasons, the applicant agrees that in the event of the violation of any of the terms and conditions of this Agreement, a temporary injunction may be issued at the insistence of The certification body restraining the Applicant from further use of the certification body certification or any other reference to The certification body in any manner whatsoever, and from any further distribution or promotion of said products bearing the certification body certification or any other reference to The certification body and any other relief which may be deemed appropriate. Such temporary injunction shall not, however, restrain the distribution of products already utilizing the certification body certificate which have been previously found to be in compliance with the requirements of the certification body at the time. The granting or issuance of such temporary injunctions shall not affect the right of The certification body to compensatory and punitive damages for the misuse of its The certification body certification or its name, abbreviations, or symbol and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement. The Applicant agrees to hold the certification body harmless and to defend and indemnify the certification body against any loss, expense, liability or damage, including reasonable attorney's fees, arising out of any misuse by the applicant of the certification body certification or arising out of any violation by the Applicant of the terms and conditions of this Agreement. In the event that The certification body notifies all those it has sent the then most recent issue of the Certification Directory of any incorrect certification published therein, or elsewhere, Applicant agrees not to hold The certification body liable in any way for any damage caused by such incorrect published certification, unless such damage was the result of an intentional tort, a willful

act or gross negligence by the certification body.

### **12: Complaints**

The applicant shall keep records and upon request report to the certification body any complaints regarding those aspects of the products covered by the certificate. The applicant shall take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification. The applicant shall keep records of such action.

### **13: Publicity**

An applicant has the right to publish a certificate for the product to which the certificate applies. Among other methods the certification body gives publicity to the authorization of certifying compliance with a standard at the web site [www.metlabs.com](http://www.metlabs.com) and to cancellation of this agreement with the applicant, as appropriate.

### **14: Agreement period**

This agreement comes into force on the date shown, and remains in force unless withdrawn for justified reasons or cancelled by either party upon due notice given to the other party. The applicant shall continue to comply with the rules of the certification body if this agreement is terminated.

### **15: Appeal/dispute**

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the certification body. The FCC and Industry Canada are the final arbitrators for the USA and Canada respectively.

### **16: Expiration Period for Pending Applications**

By signing this document applicant agrees that; applications for FCC and IC certification, that are pending for more than 60 calendar days from the date it was received (due to identified deficiencies in the application package), will be closed. If the applicant desires to continue later on, they agree to submit a new application package with fees applicable to a new application.

### **17: Responsibility of Applicant**

Applicant must always comply with the relevant provisions of the certification program. The Applicant may make claims regarding certification ONLY in respect of the scope for which certification has been granted and WILL NOT use its product certification in such a manner as to bring the certification body into disrepute. The Application will not make any statement regarding its product certification which the certification body may consider misleading or unauthorized. Upon suspension or cancellation of a certification, the Applicant must discontinue its use of all advertising matter that contains any reference thereto and return and certification documents as required by the certification body. The applicant may use certification only to indicate that products are certified as being in conformity with specified standards and should endeavor to ensure that no certificate or report or any part thereof is used in a

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misleading manner. The applicant, in making reference to its product certification in communication media such as documents, brochures or advertising, must comply with the requirements of the certification body. The applicant, upon request, shall provide access to an applicable Accreditation Body to assess the Certification Bodies performance of certification activities at the client site.

The applicant always fulfills the certification requirements, including implementing appropriate changes when they are communicated by the certification body.

**Printed Name of Authorized Applicant Contact: Markus Roth**

**Signature of Authorized Applicant Contact:**

  
Postfach 11 83 3269 We  
Wortruppingen D-72349 Weedingen

**Title of Authorized Applicant Contact: Approval Manager**

**Date: 01.09.2021**