

**SERVICE AGREEMENT
FOR ISSUING OF AN ETA FOR BOND & FIX / FIX IT USED AS BONDED
ANCHOR (INJECTION TYPE) IN MASONRY ACCORDING TO ART. 26
REGULATION (EU) NO 305/2011**

This agreement is made between the

**ETA-Danmark
Göteborg Plads 1
DK-2150 Nordhavn**

(referred to as "TAB")

and

**TECH-MASTERS trading GmbH
Perfektastrasse 55
A-1230 Wien**

(referred to as "the applicant")

For issuing of a European Technical Assessment according to Art. 26 of the Regulation (EU) No. 305/2011 for the product Bond & Fix / Fix It bonded anchor for masonry according to specification following the application, ETA-DK file no. ETA.2022/029c, dated 2022-09-02

1. Services for the development of the European Technical Assessment (ETA)

1.1 The tasks and costs, agreed between the applicant and TAB, include:

- Check of documentation (Manufacturers Technical File)
- Procedural steps on EOTA level and EC level, to be initiated by the TAB
- Preparation of draft ETA
- Preparation of the details regarding the implementation of the relevant system of assessment and verification of constancy of performance of the construction product in the factory production control system (in co-operation with manufacturer and, as far as relevant and requested by the manufacturer, the certification body)
- Consultations on European and national level, where foreseen
- Issuing of the ETA in English language

1.2. Publication of the ETA according to the relevant national rules and general policy of EOTA respectively, as far as relevant.

1.3 This agreement concerns a reproduction of ETA-22/0381

2. Declaration regarding the management of technical and procedural issues

2.1 The applicant declares herewith that:

- has not made another application for an ETA for the same construction product to another TAB than indicated in this Service Agreement;
- agrees that the content of this application is made known to the European Organisation of Technical Assessment (named EOTA thereafter), the EOTA members and the European Commission according to the agreed rules on that procedure;
- will support the TAB in its duty of preparing the draft ETA according to cl. 1 of this agreement; In particular, the TAB will be provided with the Manufacturers Technical File, including all necessary details;
- accepts that this agreement does not give any anticipation on a positive result in the assessment;
- accepts that the TAB is allowed to refuse an application in case the request is not considered as an subject suitable for an ETA according to Art 21 (c) of the Regulation (EU) No. 305/2011;
- accepts that the TAB is allowed to refuse an application in case of not manageable difficulties in relation to the documentation and testing procedure;
- agrees to inform the TAB about application of CE marking on basis of the ETA according to this Service Agreement;
- agrees to the publication of the ETA elaborated for this product;
- transfers unconditionally his author rights for any contributions made to European Assessment Documents, Evaluation Reports and European Technical Assessments to the TAB and permits the TAB full exploitation rights of those documents;
- accepts the Copenhagen Maritime and Commercial Court as responsible court of jurisdiction.

2.2 The TAB declares herewith that:

- confidential technical information related to the specific product design which is not necessary to detail in order to elaborate the EAD in an appropriate way will be kept within the TAB and is not to be transferred to other manufacturers or agents of manufacturers, according to the rules laid down in the Annex II of the Regulation (EU) No. 305/2011;
- it respects commercial secrecy regarding all issues related to the product, production and FPC subject to this ETA according to the rules laid down in the Annex II of the Regulation (EU) No. 305/2011;
- This service does not give any legal right for the use of the logo of the TAB and the logo of EOTA.

3. Declaration of the applicant (entity for payment where different from the applicant) regarding payment

3.1 The applicant declares herewith that:

- shall pay a fee of € 1.500,00 by the bank transfer to the account of the TAB within 30 days from invoice date. If the applicant does not pay by the set term, the TAB is entitled to cancel the agreement;
- in case the assessment does not result in an ETA, the applicant accepts allocation of costs for the real amount of work in the amount of € 200 pr. hour;

3.2 The TAB declares herewith that:

- in case of justified extraordinary increase of work and related costs, the TAB will immediately inform the applicant including detailed explanation;
- in case the assessment does not result in an ETA, it will only allocate the real amount of work without service charge and without fee for publication as stated above;
- it shall issue and send the final invoice for costs according to this agreement following the submission of final version of ETA to the applicant.

For the Applicant (Manufacturer)

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(Authorised Signature)

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VIENNA, 12.09.2022
(Place and date)

For ETA-Danmark

.....
(Authorised Signature (Person in charge of this duty))

.....
Copenhagen 2022-09-12
(Place and date)