

LIABILITIES OF THE LEAD AUDITOR, AUDITOR, and TECHNICAL EXPERTS

1. The Lead Auditors / Auditors and Technical Experts shall not disclose any information they have learned either about SZUTEST or the company which requests to be certified under any circumstances and for any reason. In case that it is proven that such information or documents were disclosed, the Lead Auditors / Auditors and Technical Experts shall compensate all the damages incurred by SZUTEST and the company which requests to be certified.
2. The works that constitute the subject of this agreement shall be carried out by the Lead Auditors / Auditors and Technical Experts in accordance with the concerning legislation, standards, regulations, and SZUTEST procedures.
3. The Lead Auditors / Auditors and Technical Experts shall not damage both SZUTEST and the employees and properties of the company which requests to be certified, and shall burden the financial and penal consequences of any damages it might cause.
4. The Lead Auditors / Auditors and Technical Experts may not assign the work to third persons or companies either in whole or in parts.
5. In case that the Lead Auditors / Auditors and Technical Experts cannot complete, or it appears like that they will not complete the work within due time, or do not carry out the work as it was requested, and it is understood that they will not carry out despite the warning, they shall burden other legal and financial liabilities with the termination of this agreement.
6. The Lead Auditors / Auditors and Technical Experts undertake to notify SZUTEST of any system certification services for any company it was assigned for the audit of within last 2 years, and any audit about product compliance within last 5 years, or any continuing business relationship, before undertaking any assignment. They shall adhere with the principles in the confidentiality and neutrality agreement.
7. The Lead Auditors / Auditors and Technical Experts undertake to avoid any non-objective comments and assessments, and be objective and independent during the audit.
8. The Lead Auditors / Auditors and Technical Experts shall not demand money, gift, or any interest from the audited company or its employees. In case that these are offered or granted, they will reject these, and then inform SZUTEST.
9. They undertake to inform any change about the qualification and education status to SZUTEST during the agreement period.
10. The Lead Auditors / Auditors and Technical Experts undertake to attend to trainings invited by SZUTEST during the agreement period.
11. SZUTEST's full-time personnel may not act as a consultant about Quality Management Systems. Their assignment shall be terminated in case of determination of any such cases.
12. In case that the Lead Auditors / Auditors and Technical Experts are in a situation that might damage their confidentiality, security, or neutrality, and in case of any damages they might give either to SZUTEST or to the companies under certification, they shall be liable to cover any losses that might arise.
13. Audit or inspection team should make sure that all occupational safety and health precautions are taken in the field. In case of a situation which can endanger occupational safety and health evaluated, the audit or inspection team should ask for correcting this situation. If safe working environment can not be provided, the audit or inspection should not performed or quited.

LIABILITIES OF SZUTEST

1. SZUTEST shall pay ...* per day to the auditor, Lead auditor, or the technical expert at audits undergone at the client's premises, after the delivery of the audit report. The payment shall be done after completion of the services. No payment is made at audits to which the auditor and the Lead auditor attend for the purpose of training and monitoring.
2. Any damages that might be caused to the equipment and third parties during the auditing activities carried out by the Lead auditor / auditor and technical experts to be assigned by SZUTEST for any audit shall be covered by the professional liability insurance covered by SZUTEST.
3. Any risks and losses that might be incurred by the auditing team while going to and returning back from the place of audit shall be covered from the social security (SSK (Social Security Administration), BAĞKUR (Social Security Organization for Artisans and the Self-Employed), etc.) of the members in the auditing team.
4. The damages of any members who are not subject to any social security organization shall be covered from the SSK security to be valid for the days of assignment by SZUTEST and/or optionally, provided that their situation is notified to SZUTEST in writing.
5. SZUTEST is liable to give any audit documents related with the works it will have done within due time.
6. SZUTEST is liable to protect confidentiality of all the documents and information related with the Lead Auditors / Auditors and Technical Experts.

THE AUTHORIZED COURT AND EXECUTION OFFICE

1. For any disputes that might arise out of this agreement, Courts and Execution Offices of KADIKÖY, ISTANBUL shall be authorized.

This agreement by and between SZUTEST and the Lead Auditors / Auditors and Technical Experts was signed on .../.../200.. with the mutual consent of the parties, shall come into force on the date of signing, and shall be valid. This agreement shall be repealed by the written request of either party.

SZUTEST Uygunluk Değerlendirme A.Ş.

Lead Auditor / Auditor and Technical Expert

Signature:

Name and Surname:

Signature:

*This payment is not performed for personnel of SZUTEST. Wages of the personnel are defined as per FR.IK.07 Labor agreement for certain period and increased according to the terms of this agreement.