EUROPEAN COIL COATING ASSOCIATION A.I.S.B.L

**ECCA PREMIUM® QUALITY AND SUSTAINABILITY LABEL**

 **“ECCA PREMIUM APPROVED INSPECTING ORGANISATION” AGREEMENT**

THIS AGREEMENT is entered into by and between:

the “EUROPEAN COIL COATING ASSOCIATION A.I.S.B.L” (hereinafter referred to as the “ECCA”), an international non-profit association incorporated in Belgium having its registered office at Rue du Luxembourg 19/21, 1000 Brussels, Belgium, represented by Yvonne Barcelona, Managing Director

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Inspecting Organisation”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ incorporated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by NAME, CAPACITY

with respect to the Inspecting organisation’s participation in the ECCA Premium® quality and sustainability label scheme, and all associated ECCA Premium® documents, as the same may be amended from time to time (hereinafter referred to as the “Label Scheme”).

WHEREAS, the ECCA is an international non-profit association whose mission is to promote the use of prepainted metal as the environmentally sound, the cost effective and the high quality method of finishing, including developing a quality and sustainability label for such products and materials; and

WHEREAS, the ECCA has developed, published, sponsored and now administers the Label Scheme; and

WHEREAS, the Inspecting Organisation is in the business of inspections and audits for the Label Scheme; and

HEREWITH the contracting parties agree and accept the following:

1. Subject to determination by ECCA that the Inspecting Organisation qualifies, and continues to qualify, under the Label Scheme, ECCA grants to the Inspecting Organisation for the term of this Agreement and any extensions, recognition as an ECCA Premium® Approved Inspecting Organisation pursuant to the Label Scheme.
2. The Inspecting Organisation acknowledges that it has received and read the ECCA Premium® Specifications for Aluminium and Steel substrates, ECCA Premium® Procedural Regulations and Requirements for Inspectors and Inspecting Organisations and agrees to be bound by their terms, as they may be amended from time to time, as well as by any applicable administrative and implementing documents issued by the ECCA (hereinafter referred to collectively as the “Requirements”). The Inspecting organisation agrees to nominate (an) Inspector(s) fulfilling the Requirements to the Label Scheme, with a commitment to a) participate in an initial training and line visits organised by the ECCA, b) participate in an annual feedback session organised by the ECCA and c) cooperate in any way requested by ECCA in assuring that the terms of the Label Scheme are being met and that accurate audit test reports are being issued by the Inspector. Initial training and annual feedback sessions are free of charge, travelling costs and accommodation costs, if any, are to be borne by the Inspecting Organisation.
3. The Inspecting Organisation represents and warrants that at the time of application to ECCA for accreditation and during the term of this Agreement and any extensions that
	1. the information submitted in its application for ECCA approval was and is accurate and correct,
	2. the Inspecting Organisation has an ISO 17020 accreditation or agrees to be randomly audited by ECCA against ISO 17020 standard,
	3. it has no significant ownership tie to or commercial interest in a company producing prepainted metal or supplier to the coil coating industry, and

the Inspecting Organisation shall inform ECCA in writing within 10 days of changes in its operations that make these representations and warranties untrue.

1. The Inspecting Organisation agrees to conduct an on-going quality control programme to ensure that its audit procedures continue to meet or exceed the requirements of the ISO 17020.
2. The Inspecting Organisation shall make no representation that test reports issued by it constitute the certification of tested products by ECCA. The Inspecting Organisation may (a) state that it is approved by ECCA to perform audits and inspections under the Label Scheme and (b) use the ECCA Premium® logo.
3. Any failure by the Inspecting Organisation to comply with the terms and conditions of this Agreement or the Requirements may result in the immediate revocation of this Agreement, the discontinuance of accepting the Inspectors’ test reports, and liability for any other damages incurred by ECCA. The determination of compliance by the Inspecting Organisation with the Requirements shall be made by ECCA in its sole discretion.
4. The Inspecting Organisation shall have no rights to use or claim the ECCA Premium® Label or Mark for any of their own products or services by reason of this Agreement.
5. The Label Scheme (including its administrative provisions and dispute settlement provisions) may be revised or modified by ECCA from time to time and such revisions or modifications shall be deemed to be included in the applicable Requirements referred to herein.
6. The ECCA, its officers, directors, members, employees and counsel shall not be liable for any act or omission of the Inspecting Organisation and the Inspecting Organisation shall (a) defend any claims made against ECCA, its officers, directors, members, employees and counsel, and (b) indemnify and hold harmless ECCA, its officers, directors, members, employees and counsel from any liability which may be imposed upon ECCA, its officers, directors, members, employees and counsel from any and all damages or claims (including reasonable attorneys’ fees) resulting from or arising out of Inspecting Organisation’s acts or omissions, Inspecting Organisation’s participation in the Label Scheme, or Inspecting Organisation’s reference to ECCA.
7. The Inspecting Organisation agrees to waive any and all claims against ECCA, its officers, directors, members, employees and counsel and shall indemnify and hold harmless ECCA and its officers, directors, members, employees and counsel from any liability arising out of the acts or omissions of any officer, agent, employee or counsel of the Inspecting Organisation in connection with or in any way relating to the conduct of the ECCA Premium® Label Scheme, the duties or responsibilities of ECCA under this Agreement or the granting, administration or suspension of this Agreement.
8. This Agreement may be suspended at any time by ECCA in whole or in part in the event that
	1. the Inspecting Organisation is using the Mark or Label without authorisation;
	2. the Inspecting Organisation is using the recognition as ECCA Premium® Approved Inspecting Organisation without authorisation
	3. the Inspecting Organisation is not complying with the Requirements;
	4. the Inspecting Organisation is not complying with the terms of this Agreement;
	5. the Inspecting Organisation is found to have wilfully failed to follow applicable procedures or displayed a pattern of issuing inaccurate audit reports.

ECCA shall give the Inspecting Organisation written notice of the suspension of all or any part of this Agreement. Such notice shall set forth the ground or grounds of suspension and shall set forth a statement of facts supporting such grounds.

1. This Agreement shall be in force for a three year-period from the date of its signature and shall be automatically renewed for another three year-period, unless terminated or suspended in accordance with other terms of this Agreement. The Agreement may be terminated at any time by the Inspecting Organisation or by ECCA by giving sixty (60) days advance written notice of termination to the second party.
2. In the event of the suspension or termination of this Agreement, the Inspecting Organisation shall immediately cease issuing ECCA Premium® audit reports or representing that it is an ECCA Premium® Approved Inspecting Organisation under the Label Scheme.
3. The Inspector acknowledges and agrees that compliance with the terms of this Agreement is necessary to protect the goodwill and other proprietary interests of ECCA and that an unauthorised use of the ECCA or ECCA Premium® logo or label or false representations regarding the affiliation of the Inspecting Organisation with ECCA would result in irreparable and continuing harm to ECCA for which there would be no adequate remedy at law. Accordingly, the Inspecting Organisation agrees that in the event of unauthorised use of the ECCA logo or label or false representations regarding the affiliation of the Inspecting Organisation with ECCA, the ECCA shall be entitled to legal remedies (including monetary damages). The provisions of this Paragraph shall survive the termination of this Agreement.
4. This Agreement may not be assigned by the Inspecting Organisation without the written permission of ECCA.
5. This Agreement may only be amended in writing. It is agreed that an amendment in any other way whatsoever is not valid and the parties may not invoke in legal proceedings any amendment of the present agreement that has been carried out in a way other than described above.
6. Any disputes arising from this Agreement will be resolved before the courts of Brussels, Belgium. Belgian law is applicable.

In witness whereof, the parties have caused this Master Agreement to be signed by their duly authorised representatives and officers, in XXXXXXXXXXXXXXXXX, on XXXXXXXXXXXXXXXXX, in two originals, one for each party.

For the ECCA AISBL For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Yvonne Barcelona NAME

Managing Director CAPACITY