GERBA SHOES B.V.

Technical File to comply with the requirements of Regulation 2016/425 on personal protective equipment, as amended to apply in GB & EU Regulation 2016/425 Personal Protective Equipment

File name :	MANHATTAN	Rev. 0 and 21/03/2022
Prepared by	XINGYUN WANG	XINGYUN WANG
Checked by	MR.DINKELMAN	W.Dinkelman

AGREEMENT for use of the Test Report/s

BETWEEN

QINGDAO JINLINGQIANG PROTECTIVE and GERBA SHOES B.V.

QINGDAO JINLINGQIANG PROTECTIVE

BIG RIVER. LICHA TOWN, JIAOZHOU QINGDAO CITY, CHINA

Authorizes

To use the following test report/s in order **make their own type examination certificate**.

GERBA SHOES B.V.

PO box42 7400 AA DEVENTER, NEDERLAND

Product description type/article	MANHATTAN

We declare that the materials/components used in these Test Reports are the same as the ones of the product above.

GZHT90710695

	QINGDAO JINLINGQIANG PROTECTIVE	GERBA SHOES B.V.
Name :	Wang Shuangqun	WIM
Date:	2022/03/25	2022/03/25
Signature:	Wang Shuangqun	W. Dijkeluan
Stamp :		

AGREEMENT for use of the Test Report/s

BETWEEN

QINGDAO KASEN SAFETY PRODUCTION PRODUCTS CO., LTD and GERBA SHOES B.V.

QINGDAO KASEN SAFETY PRODUCTION PRODUCTS CO., LTD

ROOM 1803, FLOOR 18, UNIT 1, NO 56, HONGKONG MIDDLE ROAD, SHINAN DISTRICT, QINGDAO SHANDONG, CHINA

Authorizes

To use the following test report/s in order **make their own type examination certificate.**

GERBA SHOES B.V.

PO box42 7400 AA DEVENTER, NEDERLAND

Product description type/article	MANHATTAN

We declare that the materials/components used in these Test Reports are the same as the ones of the product above.

GZHT90944995, GZHT90954774
GZHT90951854, GZHT90864939
GZHT90886156, GZHT90816816
GZHT90835832, GZHT90827976

	QINGDAO KASEN SAFETY PRODUCTION PRODUCTS CO., LTD	GERBA SHOES B.V.
Name :	DANAE	WIM
Date:	2022/03/28	2022/03/28
Signature:	Danae	Wim
Stamp :		

AGREEMENT for use of the Test Report/s

BETWEEN

QINGDAO PENGBO SHOES IND USTRY CO., LTD and GERBA SHOES B.V.

QINGDAO PENGBO SHOES IND USTRY CO., LTD

WEST OF GUANGZHOU SOUTH ROAD, SANLIHE OFFICE, JIAOZHOU QINGDAO CITY

Authorizes

To use the following test report/s in order **make their own type examination certificate.**

GERBA SHOES B.V.

PO box42 7400 AA DEVENTER, NEDERLAND

Product description type/article	MANHATTAN

We declare that the materials/components used in these Test Reports are the same as the ones of the product above.

GZHT91022183

	QINGDAO PENGBO SHOES IND USTRY CO., LTD	GERBA SHOES B.V.
Name :	DAVID	WIM
Date:	2022/03/25	2022/03/25
Signature:	David	Wim
Stamp :		

Intertek Italia SpA Via di Stagno, 17 F/G 50055 Lastra a Signa (FI) - Italia	Tel +39 055 790873 intertek.it
ITS Testing Services (UK) Ltd Centre Court, Meridian Business Park, Leicester LE19 1WD	Tel +44(0)116 2630330 intertek.com

Declaration of The Legal Representative [1]

The undersigned _____

As Legal Representative [1] of Company: _____

aware of the provisions of art. 46 and 47 of the Presidential Decree 28.12.2000 no. 445 concerning declarations and art. 76 of the Presidential Decree 28.12.2000 no. 445 and of the art. 495 of the P.C. in case of false declarations, under his own responsibility,

DECLARES

a) to have read the RG.NB 02 - Regulation for the Product Certification - PPE, applied by Intertek to the conformity assessment activities referred to in this offer, to share its contents and to commit to respect it for all the duration of the contract;

b) to know and comply with the provisions of Regulation (EU) 2016/425, of applicable standards and laws in force, for the areas related to the conformity assessment referred to in this offer;

c) to be aware of having the permanent responsibility of ensuring that the product referred to in the Application for EU Certification is in accordance with the state of the art and of having to submit to the Body, any modification or integration, even if minor, that he intends to make to the product before inserting it into the production line of the Type for which the EU Type Certificate has been obtained;

d) that the information provided by sending the Application for EU Type-Examination and related to the subject of this offer is complete and true;

e) not to have submitted a similar request for the same Product to another Notified Body;

f) that the Product, for which the Application for EU Type-Examination has been submitted, has not been the subject of a previous decision to refuse to issue an EU Type Certificate by another Notified Body;

g) that the Type representative sample referred to in the Application for EU Type-Examination, made available for conformity assessment activity, is identical to the mass-produced PPE and that it has not been modified to issue the EU Type Certificate and that the Type is not yet placed on the market;

h) not to sell the Type referred to in the Application for EU Type-Examination until obtaining the EU Type Certificate, which certifies its compliance with the requirements of the Regulation and applicable standards;

i) to take all necessary measures to provide that the manufacturing process ensures compliance of the Products with the contents of the Technical Documentation referred to in the Application for EU Type-Examination;

j) to know that the EU Type Certificate has a validity of 5 years and to request its re-examination before the expiry date;

k) to keep the Technical Documentation referred to in the Regulation for at least 10 years from the date on which the PPE is placed on the market according to Regulation (EU) 2016/425;

l) to be aware that Intertek will issue the EU Type Certificate only after the resolution of any NC and Observations, the implementation of any modification necessary to meet the requirements of Regulation (EU) 2016/425 and the compliance with the agreed payment deadlines;

m) to be aware that any performance of test activities on the Type representative samples may lead to damages or destruction of the sample and therefore the Body is not to be considered as responsible for such events;

n) to be aware that any failure to collect the product samples delivered to the Body, within three (3) months from the date of conclusion of the conformity assessment activities, will entail the right to proceed with their destruction, without any acknowledgement to the Applicant.

Date	Legal Representative [1] Signature and stamp
6-5-22	W. Dikelman

Intertek Italia SpA Via di Stagno, 17 F/G 50055 Lastra a Signa (FI) - Italia	Tel +39 055 790873 intertek.it
ITS Testing Services (UK) Ltd Centre Court, Meridian Business Park, Leicester LE19 1WD	Tel +44(0)116 2630330 intertek.com

UK Terms & Conditions

1. These Regulations define the prime responsibilities of ITS Testing Services UK Ltd, (herein after referred to as the Company) in the issuing and monitoring of certificates and of the Certificate holder (herein after referred to as the Applicant) in maintaining their certification.
2. An applicant which satisfies all of the necessary criteria and gives undertakings as required shall be entitled to be issued with a certificate demonstrating the certification status of the model or product family. This certificate shall remain the property of the Company. Separate certificates shall be issued for each model, or product family. Certificates covering mid-category product are valid from the date of issue and until either the product is modified or deleted or until the stated expiry date as shown on the certificate.
3. Each applicant shall:
    a. Make claims of certification only in accordance with the certificate(s) issued.
    b. Comply with these Terms and Conditions at all times.
    c. Comply with United Kingdom legislation covering the UKCA Marking of products at all times.
    d. Only use the certification mark as directed by the United Kingdom Government.
    e. Maintain the technical documents assessed as satisfactory and make available copies for the use and retention, if considered appropriate, by the Company.
    f. Permit access to competent UK authorities to relevant technical documentation, upon a reasoned request, for 10 years following the issue of a certificate.
    g. At the request of the MD of the Company, cease claims to certification considered unacceptable.
    h. Nominate a company representative and at least one deputy to be responsible for the company's compliance with these Regulations.
    i. Upon cancellation of certification return all certificates and schedules to the Company and immediately cease applying the certification mark to products and claims to certification claims on any company literature, advertising material etc.
    j. Upon cancellation of certification shall remove the certification mark from product in his possession, if requested to do so by the MD of the Company.
    k. Maintain a record of complaints and related actions to be made available to authorized person when requested.
    l. Apply the Approved Body number to products which have been approved according to Module C or D of Regulation 2016/425 on personal protective equipment as brought into UK law and amended for which the Approved Body has undertaken surveillance to ensure continued conformance.
    m. Not apply the Approved Body number to other products except where this is explicitly required to meet the requirements of the applicable harmonized standard.
4. Each applicant issued with a certificate for mid-category product shall pay:
    a. A certificate issue fee
    b. Varied additional fees covering re-issues and any associated or special assessments
    c Any additional costs incurred by the Company due to non-compliance with these regulations
5. The Company shall:
    a. Give due notice of any serious reported problems or complaints concerning the licensed products providing that confidentiality will not be breached.
    b. Maintain confidentiality of all information except that which is in the public domain
    c. Make any necessary amendments to these Terms and Conditions and give those companies affected a period of up to 6 months to comply with any changed requirement.
    d. Maintain a register of applicants and certified products.
6. If an applicant company fails to comply with these Regulations, then certification may be:
    i. Cancelled
    ii. Reduced
    iii. Not granted.

    The applicant company will be notified in writing of any such decisions
7. If an applicant company goes into receivership, liquidation, becomes the subject of bankruptcy laws, is convicted of breaking the law of the land or acts in a disreputable manner then certification may be cancelled or not granted. The applicant company shall be notified in writing of any such decisions
8. If an applicant company wishes to appeal against any decision made by the Company under these Terms and Conditions, it shall inform the company MD in writing within 21 days of being informed of such a decision. A meeting of the appeals panel shall be held within 30 days of the receipt of written notice and the appellant shall be given 14 days notice of the details of the meeting. The MD of the Company and the appellant shall have the right to be heard in confidence at the meeting and have the right to legal representation. The majority decision of the panel shall be final. Pending the result of the appeal the decision of the Company MD will stand. The appeals panel shall consist of 3 members of the certification body, none of which shall have a vested interest in the outcome of the appeal.
9. Any notice served under these Terms and Conditions shall be in writing and shall be delivered either by hand or recorded mail to the last notified address. Any notice served by post shall be considered to have been served 5 working days from the time of posting.
10. For the purposes of the Terms and Conditions, Mid-Category also means class II or intermediate design.

Date		Legal Representative [1] Signature and stamp
6-5-22		W. Dinkelman

[1] – or delegated person
[2] – please specify other tests method or technical specification if necessary