

Testing and Certification Rules of TÜV NORD Systems GmbH & Co. KG for the approval of material joining personnel (certification body for joining personnel)

I Testing and certification procedures

1. The customer commissions the certification body for material joining personnel at *TÜV NORD Systems GmbH & Co. KG* (hereinafter referred to as certification body) with a test and/or certification. The applicant will become the certificate owner, so both terms shall be used as synonyms hereinafter. With every order, the customer and the applicant – if customer and applicant for the certification are not identical – shall acknowledge the version of the *Testing and Certification Rules of TÜV NORD Systems GmbH & Co. KG for the approval of joining personnel (PZO)* valid at the time the order is placed as an essential part of the contract. These rules can be viewed on the internet at www.tuev-nord.de and/or shall be sent to the customer / applicant upon request.

2. The certification body shall be entitled to use sub-contractors.

3. If issuance of the certificate is denied, the certification body shall not be liable for any disadvantages which may arise for the applicant.

4. The customer shall inform the certification body immediately about any changes of the prerequisites for issuance and validity of the certificate as well as about any complaints raised against the issued certificate. The customer shall also make the certificate owner responsible for this.

II Certificates

In as far as a certificate is issued to the customer, the following special conditions of use apply in addition.

1. Issuance

- a) The certificate shall contain conditions as to its validity.
- b) The certificate shall remain the property of the certification body and shall not be transferable.

2. Duties of the certificate owner

- a) The certificate owner shall not use or advertise the certificate in a way that is misleading and/or discredits the certification body. The certification body shall not be liable either to the customer or to third parties for incorrect and/or misleading use of a certificate and/or use of a faulty certificate which is based on false, misleading and/or incomplete information from the customer.
- b) The certificate owner shall indemnify the certification body against any liability for losses resulting from his activity as material joining personnel and/or use of the certificate.

3. Expiry, restriction, suspension and withdrawal

- a) A certificate expires if
 - The period of validity stated in the certificate has expired and has not been extended by the certification body following an application from the certificate owner and/or the confirmations required by the applicable rules and standards (e.g. half-yearly confirmation) were not given,
 - the certificate owner states in writing to the certification body that s/he renounces the certificate,
 - the certificate owner does not acknowledge or no longer acknowledges the PZO, and/or disagrees with reasonable amendments of the PZO,
 - the requirements upon which the certificate is based change.
- b) The certification body may also restrict, suspend or withdraw a certificate with or without appropriate notice at its discretion and within the legal framework, in particular if

- the legal requirements, the requirements of the accreditation body and/or the generally acknowledged state of the art upon which the certificate is based change. The validity of the certificate is extended if it can be determined by means of a re-test within a period of time set by the certification body – at the expense of the customer and/or certificate owner – that the new requirements are met,
 - methods and/or contents are discovered in the testing and certification procedure afterwards which do not comply with the rules and regulations,
 - the certificate owner violates this PZO by gross negligence and/or wilful intent and such violation is significant,
 - the certificate owner provides incorrect information to the certification body and/or fails to disclose important facts relevant for obtaining the certificate,
 - the underlying report (test report or similar) is no longer suitable as a basis for the certification,
 - the authorisation and/or accreditation required for the certification did not exist,
 - the competent authority and/or accreditation body orders the suspension, restriction or withdrawal of the certificate,
 - the customer fails to pay fees within the period specified by the certification body following a reminder. If the fees are not related to any particular certificate, the certification body shall decide which certificate will be affected by this. The certificate can also be withdrawn if only part of the fee is paid,
 - the certificate owner uses the certificate, the designation and/or the test report for misleading and/or otherwise impermissible advertising or tolerates such advertising and/or the certification body is discredited,
 - the certificate owner changed and thereby falsified the certificate and/or copies thereof.
- c) Following expiry, restriction or suspension or withdrawal of a certificate, the original shall be returned immediately to the certification body. Digital copies shall be deleted. In case of a restriction, the certification body shall issue a new certificate with the restricted scope. In case of a suspension, the certificate shall remain with the certification body until the suspension is revoked.
 - d) Upon expiry, restriction, suspension or withdrawal of the certificate, the owner automatically loses the right to use it. From this moment on, the certificate owner shall no longer use the certification for advertising purposes.
 - f) The certification body shall not be held liable for any disadvantages suffered by the applicant resulting from the expiry, justified restriction, suspension or withdrawal of the certificate.

4 Publication of certificates

The customer may use the certificates in his business correspondence according to the PZO and only in full text, stating the date of issuance. If an excerpt of the certificate is to be published and/or duplicated, prior written consent must be obtained from the certification body.

III. Reporting obligations

1. Upon request and as part of its legal obligations, the certification body is authorised to provide the official authorities with the information necessary to fulfil their functions and to support them in other ways. In particular, the certification body is authorised to make the documentation which forms the basis of the testing and certification available to the authorities upon their request.
2. As far as legally required, the certification body shall notify the competent authority about every refusal, restriction, suspension or withdrawal of a certificate and about every request for information about its certification activities received from the market surveillance authorities, and upon request it shall provide information about the kind of certification activities undertaken within the scope of its notification.
3. The certification body shall provide other notified bodies which are notified according to the relevant harmonisation legislation of the European Union and pursue similar activities with pertinent information about negative, and upon request also about positive results of certifications.
4. In addition, the certification body shall notify the competent authorities about any misuse of certificates that has come to its knowledge. This does not require the explicit permission of the certificate owner. The certificate owner in turn is obliged to notify the certification body about any misuse of certificates issued by the certification body in his name immediately it comes to his knowledge.

IV. Confidentiality

The certification body processes personal data received from the customer and/or applicant as part of the business relationship. It undertakes to treat all information made available about the certificate owner as confidential and to use it only for the purposes agreed. Documents of the certificate owner will not be passed on to third parties without the certificate owner's consent. This does not apply to information that is forwarded on the basis of legal and/or regulatory obligations.

V. Infringement of this PZO

1. If it is found that an infringement of this PZO has occurred by gross negligence and/or wilful intent, in particular with regard to the unlawful use of a certificate, the certification body is entitled to claim a contractual penalty charge of 5 % of the contract value, but at least € 1,000 for every violation. The amount of the penalty charge may be reviewed by a court as to its appropriateness. The customer shall assume any cost indirectly incurred by and/or directly charged to the certification body by authorised bodies (e.g. authorities, accreditation bodies) as a consequence of the aforementioned infringement of the PZO on the part of the customer.
2. In addition, the certification body reserves the right to claim compensation for damages and costs from the customer and/or certificate owner which result from his culpable violation of this PZO.

VI. Complaints and/or appeals

The customer may appeal against testing and certification decisions and complain about the execution of procedures. The complaint / appeal has to be presented to the certification body in writing. The certification body shall justify its decision to the appellant.