

1 Scope of the Testing and Certification Regulations

The Testing and Certification Regulations apply to the issuing of certificates for products by TÜV NORD Luxembourg s.à.r.l. (hereinafter referred to as the "Certificate" and "Certification Body").

2 Certification Procedure

2.1 The Client commissions the Certification Body in writing to perform a certification. When a certification order is issued for the first time, the Certification Body and the Client shall conclude a contract. Such a contract shall – as an integral part – contain a certification programme.

2.2 The product to be tested (type specimen) and the related documentation shall be transmitted to the Certification Body together with the order, if possible. Insofar as several test specimens are required, the Client shall be informed of the number of test samples that are needed by the Certification Body. The client shall ensure carriage-free delivery of the test specimens free of charge in the required packaging appropriate to the relevant test specimen.

The packaging must, if necessary, also be suitable for return purposes. The costs for returning the model to the Client shall be borne by the Client.

2.3 The testing and certification orders shall be processed according to the certification programme in the order in which the documents and the test specimens are received.

2.4 The inspection location shall be determined by the Certification Body. The inspections shall be performed in the in-house or external testing laboratory determined by the Certification Body or – if the type of product requires or allows it – at the premises of the Client. If the inspections are performed in testing laboratories that are not part of the TÜV NORD GROUP this shall be carried out in consultation with the Client.

2.5 After the conclusion of the testing and certification procedure, the client receives a written test report and, provided the result of the test reveals no non-conformities, a certificate.

2.6 For each certification procedure, the Client pays fees.

2.7 After issuing the certificate the submitted test specimens shall, if possible for this construction type, be taken into safekeeping by the Certification

Body or shall be handed over to the Client for safekeeping. If safekeeping of the test specimens is not possible, a sufficient documentation shall be prepared.

As the case arises, individual agreements shall be made with the Client concerning the whereabouts of test specimens which did not receive a certificate after having been inspected.

The Certification Body shall not be liable for damage to test specimens caused by the inspection or through burglary, theft, fire or water. It is obliged only to exercise such care as it is used to exercising in its own matters.

2.8 If a certificate is not issued, the Certification Body shall not be liable for any disadvantages for the Client that arise from the refusal.

2.9 If it is required by the module underlying the conformity assessment, the Certification Body shall perform an initial inspection of the production shop at the expense of the Client before issuing the certificate. The results shall then be recorded in a report and the cycle for regular inspection shall be specified according to section 6.

3 Duties of the Client

3.1 The certification requirements shall be fulfilled, including the implementation of corresponding changes, when these are notified by the Certification Body.

3.2 If the certification applies to current production, the product shall continue to fulfil the product requirements.

The certificate holder is obliged to continuously monitor the production of the corresponding products in order to ensure compliance with the test specimen, and he shall properly carry out the control inspections required by the Certification Body. Changes to products compared to the certified version must be assessed with respect to their relevance with regard to the certification requirements. The assessment and its result shall be documented. If the certification requirements are affected, this shall be reported immediately to the Certification Body. The Certification Body is entitled to declare that evidence of the manufacturer proving the compliance with the certification conditions or supplementary testing are necessary before issuing the certificate.

3.3 All necessary arrangements to be made for:
a) the performance of the evaluation and – if necessary – the monitoring, including consideration of the audit of the documentation and re-

cords, access to the corresponding equipment, the location(s), area(s) and personnel, as well as the subcontractors of the client

- b) the investigation of complaints
- c) the attendance of observers, if appropriate.

3.4 Make demands on the certification in accordance with the scope of the certification.

3.5 Refrain from using the product certification in a manner which could discredit the Certification Body and from making any statements whatsoever about its product certification, which the Certification Body might consider to be misleading or unjustified.

3.6 In the event of the suspension, withdrawal or termination of the certification, discontinue the use of all advertising materials containing any reference to the certification and take the measures required by the certification programme, as well as all other necessary measures.

3.7 If the client makes the certification documents available to others, the documents shall have to be reproduced in their entirety or as defined in the certification programme.

3.8 In the event that the product certification is referred to in communication media, e.g. documents and advertising materials, the requirements of the Certification Body or the specifications of the certification programme shall be fulfilled.

3.9 Fulfil all requirements which are described in the certification programme and which refer to the use of conformity marks and information relating to the product.

3.10 Keep records of all complaints of which the Client has become aware in relation to adherence to the certification requirements and make these records available to the Certification Body upon request and

- take suitable measures in relation to such complaints and to any defects that have been discovered in the products that influence the fulfilment of the certification requirements
- document the measures taken.

3.11 Inform the Certification Body immediately of any changes which could limit its ability to fulfil the certification requirements.

4 Issuance of the certificate and use of a mark

4.1 The conformity assessment in accordance with Directive 2008/57/EC specifically does not provide for the award of a mark (Section (36) of the sub-

stantiation pursuant to 2008/57/EC). Where conformity is established, this fact will be confirmed by the issuance of a certificate of conformity (certificate). The manufacturer shall confirm the conformity of his product by a corresponding declaration of conformity.

4.2 Payment of annual fees according to the schedule of fees of TÜV NORD Luxembourg s.à.r.l. may be agreed for the certificates.

4.3 The transfer of the certificate to legal successors of the certificate holder or for other specific reasons shall be subject to the approval of the Certification Body.

4.4 Insofar as significant defects are ascertained in conjunction with the inspection of a submitted product and the Client has already delivered products which correspond to the test specimen, the certificate can only be issued for the newly submitted and modified test sample if the manufacturer changes the designation of the type with respect to the products which have already been delivered.

4.5 The certificate shall only be valid for the complete product (as it was checked as a type specimen).

4.6 If the Certification Body becomes aware that the Client is incorrectly or misleadingly using a certificate that has been issued, e.g. by referring it to non-certified products, the Certification Body will ask the Client to refrain from doing so within a reasonable period of 4 weeks. Otherwise the certificate will be withdrawn.

5 Expiry or declaration of the invalidity of a certificate

- 5.1 A certificate shall expire or be invalidated if
- the recognised date of validity has expired;
 - the contract on the certification of products terminates
 - the certificate holder waives the right to the certificate or discontinues the manufacture of the certified product
 - the certificate holder does not accept the amendments to the Terms and Conditions of Business, the Testing and Certification Regulations or the schedule of fees of the Certification Body as binding after expiry of a transitional period as specified in section 9.
 - the holder of the certificate is declared bankrupt or an application for bankruptcy proceedings against him is rejected due to lack of assets
 - the rules upon which the certificate is based and, if necessary, transitional periods have ex-

pired. The validity of the certificate shall be extended if, within a reasonable period set by the Certification Body, it is established by means of a follow-up check at the expense of the certificate holder that the certified products also comply with the new regulations.

5.2 A certificate can also be declared invalid or terminated by the Certification Body if

- faults not evident or not ascertained during the test are subsequently found in the products
- the examination of the products covered by the certificate brings to light defects
- products which fall under the certificate do not conform to the certified test specimens
- evidence of the proper performance of control inspections on the operating facility of the certificate holder or at another test facility is not demonstrated within 4 weeks, in spite of a written request from the Certification Body (see section 6)
- the holder of the certificate refuses to allow inspection of the production and testing facilities or the storage facility by the delegated representative of the Certification Body or does not allow products to be taken by the Certification Body for examination purposes
- considerable defects are detected in the quality assurance system during the regular inspection, according to section 6
- the fees have not been paid within the specified deadline after a reminder. If the fees do not relate to a specific certificate, the Certification Body shall decide to which certificate this measure shall apply
- the certificate is used in a manner which is misleading or otherwise inadmissible (e.g. in advertising)
- based on facts which could not be clearly identified at the time of the testing, any further use of the certificate is not justifiable in view of its significance on the market.

5.3 The declaration of invalidity will be published.

5.4 In cases where the Certification Body withdraws the certificate due to the product's non-compliance with the certified requirements, the certificate holder shall receive the possibility – within a specified period of up to four weeks – to make a proposal for re-establishing the conformity. If this proposal is sufficient the certificate holder shall re-establish the conformity within an agreed period but not longer than the duration of a surveillance period. During this period the certificate shall be suspended.

5.5 If the validity of the certificate has expired or been declared invalid, the holder of the certificate shall lose the right to place the products listed in the certificate on the market with any reference to the certificate.

5.6 After the validity of the certificate expires or after a declaration of invalidity is stated the certificate shall be returned to the Certification Body even though the holder is granted the permission to sell the remaining stocks.

5.7 After the validity of the certificate has expired, the products manufactured before the expiry of the validity may still be placed on the market.

5.8 Existing stocks of finished products which fall under a certificate that has lost its validity must be communicated to the Certification Body upon request, accompanied by a sworn declaration (affidavit), which is suitable for use in a court of law.

5.9 For the duration of the marketing permit the general Terms and Conditions of Business as well as the Testing and Certification Regulations of the Certification Body remain valid.

5.10 In special cases the Certification Body may demand a recall.

6 Regular surveillance

6.1 After each successful product certification the Certification Body monitors the use of the certificate in compliance with the contract.

6.2 In order to ensure that the product quality remains constant the Certification Body, depending on the applicable certification programme, will perform regular inspections of the production and testing facilities as well as of the QA system, the costs of which shall be borne by the certificate holder.

6.3 Moreover, the Certification Body will be entitled at any time – without prior notification – to inspect the production shops, operating facilities and storage facilities, and to take a free of charge sample of the products which were granted a certificate to perform an inspection.

6.4 The certificate holder shall receive a written report on the result of the inspection.

6.5 If defects are found during the inspection, the certificate holder shall bear the incurring costs.

6.6 The certificate holder is obligated to inform the Certification Body about serious customer complaints.

6.7 The certificate holder is obliged to report any damage relating to tested products to the Certification Body.

7 Publication of test reports and certificates

7.1 The certificate holder may only disclose test reports and certificates in their full and unabridged form, specifying the date of issue. Any publication or duplication shall require the prior approval by the Certification Body.

8 Consumer Information

8.1 The Certification Body reserves the right to publish a list of the certified products as consumer information.

9 Confidentiality

9.1 The Certification Body is responsible for handling all information which it has received or compiled during the certification process. With the exception of information which the Client makes publicly accessible, or if an alternative agreement is reached between the Certification Body and the Client, all other information is considered to be protected and confidential. The Certification Body shall inform the Client in advance whether - and if so which - information it intends to make freely accessible.

9.2 In cases where the Certification Body is obliged to disclose confidential information (e.g. in conjunction with the technical dossier), the Client shall be informed of this.

Upon signing the application form, the Client declares his agreement to the publication of the certification.

9.3 Information about the Client which comes from sources other than the Client himself (e.g. public authorities, complainants) shall be treated confidentially by the Certification Body.

10 Breach of the Testing and Certification Regulations

10.1 The Certification Body is entitled, in the event of culpable offences against the Testing and Certification Regulations being demonstrated to demand a contractual penalty of up to EUR 5,000.00 for each case of breach.

10.2 Use of the certificate shall in particular be considered unlawful if before the certificate has been issued a product which falls under the certificate is

offered for sale, placed on the market or used in inadmissible advertising.

11 Complaints

11.1 Appeals against testing and certification decisions and complaints regarding the execution of procedures are possible. Appeals regarding European or international procedures e. g. notified bodies groups have to be addressed to the board of appeal responsible for the procedure in question.

12 Access for Accreditation Personnel

12.1 By placing the order the Client agrees to allow access to his premises to the employees of the accreditation body of the TÜV NORD Luxembourg s.à.r.l. as part of the surveillance by the Certification Body.

13 Entry into force and amendment of the Testing and Certification Regulations

13.1 This Testing and Certification Regulations shall become effective on 01 June 2014.

13.2 If new Testing and Certification Regulations are drawn up, the present Regulations shall cease to be valid after a transitional period of 6 months.

13.3 The attention of the client or holder of a certificate shall be drawn in particular to the entry into force of any new Testing and Certification Regulations and/or the invalidation of the existing Testing and Certification Regulations.