

Testing and Certification Regulations of TÜV NORD CERT GmbH for the field of activity of Product Testing and Certification

1 Scope + Definition

The Testing and Certification Regulations describe the rights and obligations of the client and of TÜV NORD CERT GmbH as a conformity assessment body as well as further conditions for the performance of tests and for the issue of certificates for products, systems, applications of products by the certification bodies and testing laboratories of TÜV NORD CERT GmbH in the following fields of activity: Safety, quality, functionality, constancy of performance, compatibility of technical systems and monitoring devices, electromagnetic compatibility, explosion protection, medical devices, as well as functional safety and cyber security.

Testing includes activities such as the performance of tests specified in technical rules, the assessment of conformity with the requirements of directives or technical standards by means of test procedures or calculations, expert opinions, tests to verify specific product properties, and tests of quality assurance systems by means of audits.

Certificates are e.g. EC type examination certificates, EC certificates for products, GS mark approval certificates, type examination certificates, IEC Ex and IECEE certificates of conformity, safety approved certificates, certificates of constancy of performance and others. Testing, certification, and monitoring are conformity assessments performed by TÜV NORD CERT GmbH as a conformity assessment body (testing laboratory, certification or inspection body).

The basis for the assessment are DIN EN ISO IEC or other technical standards or the respective directives of the European Union in their respective valid version, which are mandatory for regulatory purposes or which have been agreed upon, as well as the national legal regulations on which the accreditation / designation of the certification body / notified body is based.

2 Testing and certification procedure

2.1 The client commissions the certification body (ZS) or the testing laboratory (PL) with a test and/or certification. In order to issue a certification or testing order, the certification body or testing laboratory and the client shall conclude a contract.

2.2 The type to be tested (test specimen, obligatory with the documentation necessary for assembly/operation) as well as further product documentation required for the order should be sent to the certification body or the testing laboratory together with the order if possible. If several test samples are required, the client shall be informed of the number of test samples required.

2.3 The client shall ensure that the test samples are delivered free of charge and carriage paid in the required packaging appropriate to the test sample. If necessary, the packaging must also permit the return of the samples. The return shipment to the client shall also be at the expense and risk of the client.

2.4 The prerequisite for processing the test and certification orders is the availability of all necessary documents and test samples, unless other agreements have been made with the client. If the necessary documents and test samples are not submitted at the agreed time, delays in the planned process may be unavoidable and TÜV NORD CERT GmbH shall not be responsible for them.

2.5 The test location shall be determined with the client. The tests shall be carried out in the test laboratory or at a suitable external test site or - if required or made possible by the nature of the product - at the client's premises.

2.6 If the order requires the involvement of subcontractors, this shall be coordinated by TÜV NORD CERT GmbH with the client.

2.7 The client shall pay the agreed remuneration for each test and certification.

2.8 The test specimens submitted shall, as far as possible in terms of their design, be taken into custody by the certification body or the testing laboratory after completion of the order, disposed of or handed over to the client for safekeeping. Further conditions for storage at the client's premises shall be agreed on a case-by-case basis, insofar as this is not regulated by certification programs.

The certification body or the testing laboratory shall not be liable for damage to test samples and documents handed over as a result of testing or as a result of burglary, theft, fire or water. TÜV NORD CERT shall only exercise the care which it is accustomed to exercising in similar matters of its own.

2.9 If the certificate is not issued, the certification body shall not be liable for any disadvantages suffered by the client as a result of the rejection.

2.10 The conformity assessment functions and activities (selection, determination of properties, evaluation, review, decision on certification, confirmation/approval and surveillance) result from the respective certification scheme and the complete fulfillment of these is the prerequisite for the granting of a certificate.

2.11 Testing services according to ISO/IEC 17025 in which conformity statements are made require the application of decision rules.

These decision rules may be derived from applicable test specifications or certification schemes or may be agreed upon at the express request of the client. If no other technical decision rules are agreed or the decision rule is not contained in the requested specification or standard, TÜV NORD CERT GmbH shall apply the decision rules Procedure 1 or Procedure 2 according to IEC Guide 115. If the client expressly requires the application of other decision rules, he must inform TÜV NORD CERT GmbH of these explicitly and in writing when placing the order. The applicability shall be checked by TÜV NORD CERT GmbH and confirmed if necessary. The decision rules applied are transmitted by TÜV NORD CERT GmbH with the report on the results.

3 Certificates

3.1 Issue of the certificate and use of a mark.

3.1.1 The permission to use a mark is only valid for the certificate holder and for those production sites and products which are listed in the certificate. The certificate holder shall inform TÜV NORD CERT GmbH in good time in writing in the event of an intended relocation of a place of business or in the event of a change of name of the certificate holder or a change in the shareholder structure of the certificate holder. The effects on the certificate and any changes can only be evaluated and made by TÜV NORD CERT GmbH.

3.1.2 The test mark may only be used in the form provided by the certification body. The mark must be easily legible and clearly visible. The client is not authorized to make changes to the certificate and the test mark. The certificate and test mark may not be used in a misleading manner, e.g. for advertising purposes. The depiction of lines with a height of less than 5 mm requires a special agreement.

The marking of the certified products with the mark shall be presented to the certification body prior to marketing, provided that this test is required in the respective certification programs.

3.1.3 The holder of the certificate is obliged to carry out the manufacture of the products bearing the mark in accordance with the control tests specified in the test specifications or required by the certification body.

3.1.4 The certification body must be notified of any changes to products compared with the certified version before the modified version is placed on the market. The maintenance of the certificate depends on the manufacturer's proof of compliance with the underlying rules, the evaluation of the certification body and, if necessary, additional tests. Until the positive conclusion of this procedure, the test mark may not be used for the modified design of the products.

3.1.5 If considerable defects are found during the testing of a submitted product and if the client has already delivered products corresponding to the test specimen, the certificate can only be issued for the newly submitted and modified test specimen if the manufacturer changes the designation of the type compared to the products already delivered.

3.1.6 The certificate is valid only for the complete product.

However, the certification body may, in special cases permit the holder of the certificate to disassemble the products bearing the mark for shipment to the extent normally required for the installation of the product in a plant or system.

In addition, extensive disassembly into individual parts may be permitted for shipping if the holder names an assembly site which must then be subject to the control of the certification body in the same way as the initial production site.

3.2 Expiry or invalidation of a certificate

3.2.1 A certificate expires if, among other things

- the contract for the certification of products ends,
- the holder of the certificate renounces the certificate,
- the holder of the certificate does not accept changes to the terms and conditions, the testing and certification regulations of TÜV NORD CERT GmbH as binding on him after expiry of the transitional period specified in Section 11,
- the holder of the certificate becomes insolvent or an application for the opening of insolvency proceedings against him is rejected for lack of assets,
- the rules on which the certificate is based have been amended and, if applicable, transitional periods have expired.

The validity of the certificate shall be extended if a subsequent assessment at the expense of the holder of the certificate within a specified period proves that the certified products also comply with the new rules.

- 3.2.2 Furthermore, a certificate may be declared invalid or terminated by the certification body if, among other things
- defects are subsequently found in the products which were not apparent or not detected during the test,
 - the inspection of the products bearing a mark reveals defects,
 - products bearing a mark do not conform to the certified test standards,
 - the proper performance of the factory inspection tests at the premises of the certificate holder or at another test facility is not demonstrated within 4 weeks despite a written request by the certification body (see section 3.1.4),
 - the holder of the certificate refuses to allow the authorized representative of the certification body to inspect the factory and test facilities or the premises, or refuses to allow the certification body to inspect the products,
 - considerable deficiencies in the quality assurance are found during the regular inspection according to section 4.1,
 - the fees are not paid within the set period after a reminder has been issued. If the fees do not relate to a specific certificate, the certification bodies shall decide which certificate is to be covered by the measure,
 - the mark is used for misleading or otherwise inadmissible advertising,
 - due to facts which could not be recognized without objection at the time of the inspection, the further use of the mark is not justifiable with regard to its informative value on the market.
- The certification body is entitled to suspend or terminate a certificate and thus the authorization to use the certification mark if the certification body subsequently becomes aware of new findings concerning the assessment of the certification procedure or the result of the certification procedure.
- 3.2.3 The declaration of invalidity may be published.
- 3.2.4 If the validity of the certificate has expired or has been declared invalid, the holder of the certificate loses the right to continue to mark the products listed in the certificate with the mark.
- 3.2.5 After expiration of the validity or invalidity of a certificate, the certificate must be returned to the certification body, even if permission to distribute the remaining stocks with the mark exists.
- 3.3 Distribution of products bearing the mark after the expiry of the certificate (distribution permit)
- 3.3.1 At the discretion of the certification body and in compliance with the relevant regulations, the following may be permitted
- after expiry of the validity of a certificate, the further distribution of the existing stock of ready-to-use end products may be permitted, however, for a maximum period of 12 months
 - the assembly of the prefabricated components already existing at the expiry of the validity of the certificate, which were intended for the manufacture of the final product in its originally certified design, for a number of units of the final product to be specified by the customer, but for a maximum period of 6 months after the expiry of the validity of the certificate.
- 3.3.2 Stocks of finished products bearing a mark must be disclosed to the certification body without delay upon request, accompanied by an affidavit suitable for use in court.
- 3.3.3 The Terms and Conditions, Testing and Certification Regulations of TÜV NORD CERT GmbH shall remain valid for the duration of the distribution permit.
- 3.3.4 If a distribution permit is not granted or is withdrawn, the holder of the certificate is obliged to remove the mark from all products of the type in question which are available to him or to destroy the products and to enable the Certification Body to carry out a corresponding re-examination.
- In special cases, the certification body may demand a recall.
- 3.4 The period of validity of the certificates and thus the use of the mark is limited to a maximum of five years and is indicated on the certificates. Certificates for which other regulations have been made in higher-level certification schemes and which may also have a validity not limited in time in the certificate are excluded from this time limitation of the validity period. Should changes in the certification scheme, e.g. safeguard clause procedures against standards, revision/introduction of agreed test principles in GS procedures or similar, lead to premature withdrawal of certificates, the certification body is obliged to inform the affected certificate holders in writing. This obligation to inform does not include changes in test principles that would only be included in the evaluation during the recertification procedure. In these cases, such as changes in standards, the certificate holders are obliged to obtain information from relevant publishers or other sources of test specifications.
- 4 **Regular review of QA measures, especially during production and quality tests, and monitoring of the market.**
- 4.1 In certification schemes requiring surveillance of the certificate, the certification body shall carry out regular audits of the production and testing facilities and of the QA system at the expense of the holder of the certificate.
- 4.2 In addition, the certification body may inspect the manufacturing and operating facilities and the warehouses specified in the certificate at any time without prior notification and remove products for which a certificate has been issued free of charge in order to carry out inspections. This also includes the warehouses of the authorized representatives and branch offices, in the case of importers also their warehouses, in the explosion protection field of activity also the suppliers of critical components and materials.
- 4.3 The holder of the certificate receives a written report on the result of the inspection.
- 4.4 If deficiencies are found during the inspection, the holder of the certificate shall bear all expenses incurred by the certification body for follow-up measures.
- 4.5 The holder of the certificate is obliged to keep records of all complaints addressed to him concerning the conformity of a product with the requirements of the relevant standard and to make these available to the certification body at any time on request. In the case of serious complaints, the certification body must be informed immediately in writing. Furthermore, the holder of the certificate is obliged to take appropriate and suitable measures if actual deficiencies are identified as a result of complaints which impair the fulfillment of the certification requirements. These measures shall be documented accordingly and reported to the certification body.
- 4.6 The holder of the certificate is obliged to notify the certification body of any damage to tested products.
- 4.7 Upon request by the accreditation body, the testing laboratory shall provide test samples for subsequent testing at the client's expense.
- 5 **Validity of certificates according to legal requirements**
- 5.1 A certificate may be suspended or withdrawn by the certification body, if necessary, if it is found during the conformity surveillance that the product no longer meets the requirements. In this case, the certification body shall request the client to take appropriate corrective action. If no corrective measures are taken or if they are not sufficient to ensure compliance with the requirements, the certification body shall restrict, suspend or withdraw all certificates concerned. This applies accordingly in the case of changes to the relevant standards and regulations which have an effect on the conformity of the product.
- 5.2 The certification body reserves the right to publish statements on the invalidity, suspension, restriction and/or withdrawal of certificates. The certification body is authorized to pass on information that has become known due to legal or official reporting obligations in connection with the testing and/or certification and to pass on such information, documents, etc. at the request of the authority issuing the certificate. The certification body shall report to the authority granting the authorization
- any refusal, restriction, suspension or withdrawal of a certificate;
 - any request for information on conformity assessment activities received from market surveillance authorities.
- The certification body shall provide relevant information on the negative and, upon request, on the positive results of conformity assessments to the other notified bodies that are notified under the relevant European Union harmonization legislation, carry out similar activities and cover similar products. Furthermore, the certification body shall in particular inform the competent licensing authority of the certification body of any misuse of certificates of which it becomes aware. This does not require the separate consent of the client or certificate holder. The client or certificate holder is obliged to inform the certification body without delay as soon as it becomes aware of any misuse of certificates.
- 6 **Regulations for occupational safety**
- 6.1 Tests in the laboratory or at the operating site of the test object
- Prior to execution of the order, the client shall provide all documentation pertaining to the test specimen that is required for safe setup and operation as well as information on hazards and stresses that may emanate from the test specimen, including information on hazardous substances in test specimens. The client shall provide information as to whether and, if so, to what extent G-tests (occupational health checkups) are required for the commissioned activities. If the client's personnel are present or involved in the construction/operation of the test object or the tests in the laboratory, the provisions of TÜV NORD CERT GmbH on

occupational health and safety shall also apply to the client's personnel.

6.2 Activities of the certification body/test laboratory at the client's premises

- Prior to the execution of the order, the client shall provide all documentation pertaining to the test specimen which is necessary for its proper setup and operation, as well as information on hazards and stresses which may emanate from the test specimen or from the working environment in the client's company, including information on hazardous substances in test specimens. The client shall provide information as to whether and, if so, to what extent G examinations are required for the commissioned activities.

- The client has appropriate provisions for first aid, alarm and rescue measures and names contact persons and responsibilities.

- The client shall ensure that TÜV NORD CERT employees only work in the company of an employee of the client.

- The client shall instruct the employees of the certification body/test laboratory on the basis of risk assessment(s) and operating instruction(s), including emergency numbers and assembly points in the event of danger, as well as on the functioning and safety of any equipment to be used.

- The client shall provide, free of charge, any necessary protective equipment (helmet, safety shoes, ear protection, safety goggles) in addition to the personal protective equipment provided by the certification body/test laboratory.

6.3 Certification Body/Test Laboratory

- The employee of the certification body/test laboratory may only work if safe conditions have been established. He has the right not to carry out the activity in case of unacceptable hazards / stresses.

7 Publication of test reports and certificates

The holder of certificates or test reports may only pass them on in full, stating the date of issue. Publication or reproduction requires the prior approval of the issuing body.

8 Consumer information

The certification body reserves the right to publish a list of certified products for consumer information.

9 Violations of the Testing and Certification Regulations

The Certification Body shall be entitled to impose a contractual penalty of up to € 10,000 for each case of infringement of these Testing and Certification Regulations, in particular in the case of unlawful use of a mark.

Unlawful use of a mark shall also be deemed to have occurred if products bearing a mark are offered for sale or placed on the market before a certificate has been issued, or if unauthorized advertising is carried out.

10 Appeals

Appeals may be lodged against test and certification decisions and complaints against the conduct of procedures may be lodged with the Certification Body. Appeals or complaints may also be addressed to the respective owners of the certification schemes or standards and their complaints offices.

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

11.1 The Testing and Certification Regulations shall enter into force on March 1, 2022.

11.2 They shall cease to be valid after a new Testing and Certification Regulations have been drawn up with a transitional period of 6 months.

12 Access of accreditation bodies and authorities granting authority

By awarding the contract, the client agrees to grant TÜV NORD CERT employees of the accrediting bodies or of the authorities responsible for the area access to its premises within the framework of the surveillance of the certification body.