Special Conditions and Procedure Guidelines for the Certification of Products, Manufactured Products, and/or Quality Assurance Systems

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1 Purpose / Scope

1.1 DEKRA Testing and Certification GmbH – hereinafter referred to as DEKRA – operates a certification body *inter alia* in the scope of the following certification and manufacturing control schemes:

- Low-voltage Directive 2014/35/EU
- Machinery Directive 2006/42/EC and Machinery Regulation (EU) 2023/1230
- ATEX Directive 2014/34/EU
- PPE Regulation EU 2016/425
- Construction Products Regulation EU 305/2011
- Section 28, BauO NRW (building ordinance), certification guidelines for assessment and monitoring
- Toy Safety Directive 2009/48/EU
- EMC Directive 2014/30/EU
- GS marking ProdSG (German Product Safety Act)
- IECEx Scheme IECEx 02
- Wind Power Plants IEC 61400-22
- Gas Detectors/Gas Warning Devices
- Outdoor-Noise-Directive 200/14/EU (OND)
- Further certification programmes (guidelines/schemes)

1.2 The provisions stipulated herein apply to all certification schemes for products, manufactured products and quality assurance systems operated by DEKRA and contain the requirements which clients have to meet in order to obtain or to maintain a certification. Depending on the certification scheme, individual requirements can be specified more detailed.

1.3 The certification schemes may include the following: the initial examination; the inspection and evaluation of the manufacturing processes, followed by a surveillance which considers the manufacturing process and the examination or inspection of samples taken from the production or of samples available on the market.

1.4 DEKRA shall be responsible to obtain sufficient objective evidence which is mandatory to provide a basis for the decision on a certification. Based on the evaluation of the evidence, DEKRA shall decide that (1) certification is granted as sufficient conformity has been proven, (2) certification is not granted as sufficient conformity has not been proven or (3) certification is not maintained as sufficient conformity can no longer be proven.

2 Application procedure and contractual agreement

2.1 Request and expert discussion

If requested by the client, an expert discussion can be held which contains, for example, the following:

- information on content, procedure and cost structure of the certification scheme
- explanations regarding the applicability of standards and other normative documents according to which the products will be evaluated, assessed and certified
- explanations regarding the methods applied and the application of standards and other normative documents according to which the manufactured products will be evaluated, assessed and certified
- explanations regarding the applicability of standards and other normative documents according to which the quality assurance system will be evaluated, assessed and certified
- clarification of the scope of the intended certification
- rights and duties of both the client and of DEKRA resulting from certifications.

2.2 Application and assessment of the application

2.2.1 The client shall provide, without restriction, DEKRA with all information required to fully execute the relevant certification scheme.

a) In the case of product certification and manufacturing control of manufactured products, such information may include the following:

- the product(s) to be examined and/or certified
- the directives, regulations, standards and/or all other normative documents according to which the certification shall be performed
- the general details of the client (e.g. name, company, address[es], relevant aspects of his processes and operation, decisive legal obligations)
- general information on the scope of certification applied for (e.g. tasks, personal and technical resources including laboratory and certification facilities, functions and, where applicable, relations within a larger corporation)
- information on any outsourced process that are utilised by the client and that may affect the conformity with the requirements (legally enforceable agreements with subcontractors, etc.)
- testing and surveillance schedules, design charts or similar documents as well as information on product features and compositions, the manufacturing process, essential parts of the manufacturing-related operating facilities and the key specialist personnel
- all other information that is necessary with regard to the relevant certification requirements (e.g. information on any initial evaluation and surveillance tasks).

The above-mentioned also applies to the extension of the scope of the certification. Any extension shall include similar products, locations etc..

b) In the case a quality assurance system is to be certified, such information shall include, for example:

- the requested scope of the certification
- the general details of the client (e.g. name, company, address[es] of their physical locations, relevant aspects of his processes and operation, decisive legal obligations)
- general information on the scope of certification applied for (e.g. tasks, personal and technical resources, functions and, where applicable, relations within a larger corporation)
- information on any outsourced process that is utilised by the client and that may affect the conformity and its requirements (legally enforceable agreements with subcontractors, etc.)
- the standards or other requirements according to which the client is pursuing a certification
- information on the use of consulting services regarding the quality assurance system.
- As an impartial, independent and neutral certification body DEKRA shall not offer any consulting services as specified in EN ISO/IEC 17065 and EN ISO/IEC 17021-1.

2.2.2 All information provided by the client shall be examined by DEKRA and those documents deemed as relevant shall be assessed by DEKRA. Where information is incomplete, faulty or unclear, DEKRA will inform the Client of the need to rectify or complete the information concerned.

2.2.3 DEKRA shall refuse to perform a certain certification if they deem themselves as not having the necessary competencies or skills to do so or if the required and necessary information to evaluate the application has not been provided completely even after repeated request by DEKRA.

2.3 Certification scheme, audit schedule and agreement

2.3.1 Based on the information provided in the application evaluation, DEKRA shall document the scope of the certification and the certification process in an 'offer', a 'quotation' and/or an 'order confirmation' which the Client will receive together with DEKRA's 'General Terms and Conditions'.

2.3.2 The certification process for a particular product shall commence once an effective agreement has been entered into in text form. The Client shall not instruct any other body with the certification of this product or manufactured product.

2.3.3 If necessary, DEKRA shall develop the audit schedule based on the information provided in the application evaluation. The general audit schedule comprises a two-stage initial audit, surveillance audits in years one and two as well as a re-certification audit in year three immediately before the initial certificate ceases to be valid. The three-year cycle of the certification shall commence with DEKRA's decision on issuing the certification or the re-certification. Alternatively, yearly audits are possible, that depends on the sections involved. DEKRA shall document the scope of the certification, the audit scheme and the costs in an 'offer', which the client will receive together with DEKRA's 'General Terms and Conditions'.

2.3.4 The certification process for a particular quality assurance system shall commence once an effective agreement has been entered into. The Client shall not instruct any other body with the certification of this quality assurance system.

2.3.5 Unless agreed differently, the certification agreement is concluded for an unlimited period.

2.3.6 If the respective certificate(s) have a specified period of validity, then both Parties shall be permitted to terminate the certification agreement to the end of the validity period stated in written form by giving three months' notice. If the certification agreement refers to different certificates, the agreement can be terminated in written form for each individual certificate to the end of the validity period of each individual certificate.

2.3.7 If the respective certificate(s) do not have a specified period of validity, then both parties shall be permitted to terminate the certification agreement with regard to each individual certificate in written form and by observing a notice period of three months. As the agreement provides the basis of the certification, all certificates shall become invalid and shall be revoked to that date on which the termination becomes effective.

2.3.8 In any case does the certification agreement end with regard to each individual certificate at that point of time at which the applicable legal stipulations and/or directives cease to be valid or have been amended in such a way that the certified products, processes, quality assurance systems or people do no longer comply with their requirements.

3 Certification process

3.1 Evaluation

3.1.1 The client has to provide all necessary information and documentation either in English or German in accordance with the requirements of the relevant certification scheme. This includes, for example, the test report of an licensed test laboratory or surveillance reports of a surveillance body for external control; all documents providing the basis for this test, including the operating instructions and user manuals together with the necessary safety instructions in duplicate (if necessary), and also the required reference samples and specimen needed to perform the evaluation assignment. Other pertinent documents and records are to be provided to DEKRA upon demand for inspection. Where applicable, any translation costs incurred are to be borne by the client. The evaluation assignment may include the following tasks:

- design examination and assessment of the documentation
- sampling and testing
- inspection of objects or installations
- auditing (examination of the manufacturing processes / the QS system of the manufacturer).

3.1.2 In order to obtain a conformity certificate the client has to prove, by providing surveillance reports of regular surveillance inspections by a surveillance body in accordance with the building ordinances of the respective states, that his building product complies with the pertinent technical regulations, the general approval of building inspection, the general building inspection assessment certificate or an individual approval, and both an internal manufacturing monitoring process and an external surveillance process executed by a surveillance body in accordance with the building ordinances of the respective states.

3.1.3 The products / manufactured products shall be certified in accordance with the requirements covered by the defined scope of the certification and those requirements defined in the certification scheme. When issuing conformity certificates, the evaluation shall include the regular external surveillance audits executed by a surveillance body in accordance with the building ordinances of the respective states.

3.1.4 If non-conformities are found or – when issuing a conformity certificate – evidence according to clause 3.1.2 is not provided, DEKRA shall inform the client. If the client decides to continue with the certification process, he has to provide DEKRA immediately with the information needed for additional evaluation tasks in the form required by DEKRA in order to verify the rectification of the non-conformities.

3.1.5 The results of all evaluation tasks shall be documented in a report prior to the assessment.

3.2 Auditing

3.2.1 Audit preparation

3.2.1.1 DEKRA shall select one or several auditors and experts, if necessary, who hereinafter are referred to as the 'audit team'. The audit team members will have the competencies needed to perform an audit on the quality assurance system in question. The client shall be given the names of the audit team members. These members are obliged to apply strict neutrality and absolute confidentiality regarding the information provided during the audit. Within four working days after an audit team member has been appointed, the client will have the opportunity to object to this appointment in writing if he deems an independent and objective audit by this person cannot be ensured. If the objection is justified, DEKRA shall appoint a new member for the audit team.

3.2.1.2 Once the audit team has been finally appointed, the members of the audit team shall be assigned by DEKRA. The members of the audit team are only allowed to take on the assignment if they are of the opinion that an independent and objective auditing process can be ensured.

3.2.1.3 The audit team leader shall receive all relevant documents for planning and conducting the audit. The audit team leader is entitled to require from the client any part of documentation on the quality assurance system as well as any additional documents needed for planning and conducting the audit. The client has to provide all necessary information and documentation either in English or German in accordance with the requirements of the relevant certification scheme.

3.2.1.4 The audit team leader coordinates the audit date with the client and creates an audit plan. This audit plan shall be submitted to the client at least five working days before the actual auditing begins. The audit plan provides the basis for the conduction and timing of the audit activities on site.

3.2.2 Audit for initial certifications

3.2.2.1 The initial certification audit will be conducted in two stages.

3.2.2.2 The purpose of the audit at stage 1 is to ascertain the client's suitability for certification. Parts of the stage 1 audit shall be performed on site, and the client will receive an 'Audit Report Stage 1' on the audit findings.

3.2.2.3 The purpose of the audit at stage 2 is to assess the implementation on site including the effectiveness of the client's quality assurance system. The stage 2 audit can be conducted immediately after the stage 1 audit. However, there is the risk that the stage 1 audit may identify weak points which could be assessed as a non-conformity during stage 2, in which case the stage 2 audit cannot be immediately conducted after stage 1. Such weak points will be documented in a 'Non-conformities Report'. In such cases a break shall be agreed between the client and the audit team leader considering the time needed by the client to resolve the weak points. The gap between the stage 1 audit and the stage 2 audit shall be no longer than six months.

3.2.3 Conduction of the on-site audit

3.2.3.1 The auditing shall begin with an introductory discussion with the client's management staff in order to explain – among others – the purpose of the audit, the criteria on which the audit is based, and the audit plan. The audit team examines and verifies the structure, the principal regulations, processes, procedures, records and pertinent documents related to the quality assurance system. The team has to determine that all requirements relevant to the intended scope of the certificate have been met, and that the processes and procedures have been effectively introduced, implemented, and maintained in order to establish a basis of trust in the quality assurance system. Furthermore, the audit team has to inform the client – with regard to his own measures – on any discrepancy between the principal regulations, objectives and specifications of the client on the one hand and the principles and results expected with regard to the applicable standard(s) on the other. The audit objectives are as follows:

- to determine whether the client's quality assurance system or parts of this quality assurance system is conform with the audit criteria
- to assess the ability of the quality assurance system to ensure that the client organisation shall comply with the applicable legal, official, and contractual requirements
- to assess the effectiveness of the quality assurance system with regard to the ascertainment that the client's organisation shall meet its defined objectives permanently
- to identify areas where the quality assurance system can be improved provided such areas have been identified.

The auditing process will end with a final discussion between the audit team and the client's management. In this discussion the audit team will present the result of the audit and inform on how to proceed.

3.2.3.2 If non-conformities are identified during any audit, the audit team shall document the non-conformities identified in a 'Non-conformities Report' that has to be countersigned by the client. Where possible, the intended corrective measures will be defined on site by the client and will also be documented in the Non-conformities Report. By signing this report, the respective audit team leader shall confirm whether the measures intended are principally suitable as corrective action. If necessary, the client shall be given the time needed to analyse the cause

of the non-conformity and to define suitable corrective measures; usually, a period of two weeks is deemed as sufficient. The non-conformities identified are to be resolved within a period of 90 days maximum. The Non-conformities Report shall state the periods agreed for implementing the corrective measures.

3.2.4 Follow-up work related to the audit

3.2.4.1 The effectiveness of the corrective actions and measures taken has to be assessed by the audit team leader, either by inspecting the documentation provided by the client or by verifying the measures on site if needed. The audit team leader shall sign the Non-conformities Report to confirm that the corrective measures have been implemented in compliance with the requirements. The audit team leader is also entitled to demand remediation of the corrective measures submitted by the client. The client shall be invoiced with the cost of a significantly higher audit effort that becomes necessary due to such corrective measures.

3.2.4.2 If the period assigned to implementing the corrective action is not observed or if the client's documentation is that insufficient that the corrective measures cannot be assessed by the audit team leader, a follow-up appraisal may become necessary. Non-critical non-conformities may lead to imposing obligations that have to be met in a given period of time. Only after the corrective actions and measures have been accepted, the audit procedure will be resumed.

3.2.4.3 The audit team leader shall document the audit findings and conclusions identified in an 'Audit Report' and shall submit this report, if necessary, together with the pertinent 'Non-conformities Reports' to the certification body.

3.3 Assessment

The assessment of all information and results that are related to the evaluation or audit as well as the decision on the certification shall be done by persons who were not a part of the evaluation or auditing process.

3.4 Certification

3.4.1 DEKRA reserves the exclusive right to make decisions regarding the issuance, rejection, maintenance, renewal, extension, restriction, suspension and withdrawal of any certification.

3.4.2 Any negative decision on a certification will be notified to the client in text form together with the reasons. The client can decide to continue the certification process; if that is the case, the evaluation process as described in 3.1 shall be resumed. DEKRA shall not be liable for any damage which may be incurred by the client through the refusal of the certification. This shall not apply if DEKRA has deliberately or grossly negligently refused a certification in breach of the statutory or normative provisions. In the case of gross negligence, any liability of DEKRA, of DEKRA staff or external employees, and any affiliated bodies shall be limited to a maximum of EUR 2,500,000.00 per claim.

3.4.3 Any positive decision on a certification means that the client will receive a certificate stating the following:

- name and address of the certification body
- date on which the certification was issued
- name and address of the Client, and, in the case of conformity certificates, of the manufacturing site
- scope of the certification, i.e. the name of the product, the standard(s) and other normative documents the product complies with
- validity or expiry date of the certification if limited
- additional information required by the certification scheme.

3.4.4 For the certification decision when certifying quality assurance systems, a certification committee shall be formed which is headed by the head of the certification body. This committee may consist of one or several auditors and/or experts. The certification committee shall represent the competencies needed for the respective decision on issuing the certificate intended (certification competency, audit competency and business area competency). DEKRA shall ensure that the members of the certification committee who will decide on the issuance of the certification are not identical with the people who have performed the audits.

3.4.5 The certification committee shall assess the audit findings and conclusions as presented in the Audit Report and, if necessary, any pertinent 'Non-conformities Reports', and any other relevant information (e.g. publicly available information, statements made by the customer on the Audit Report, etc.). If the assessment has a positive result, a certificate will be issued which will be valid for a period of three years maximum commencing on the day the certification decision was made; during this period, surveillance tasks shall be performed in accordance with the respective certification scheme.

3.5 Surveillance tasks

3.5.1 DEKRA surveys the product(s) which are covered by the certification decision in accordance with the certification scheme.

3.5.2 Where the certifying body has approved the continual use of a conformity mark placed on a product (or on its packaging or in its pertinent documents) whose type has been certified, the surveillance is part of the 'Offer' or 'Order Confirmation' (see 2.3). The regular surveillance of the products supplied with a conformity mark or the production processes intends to assess whether the evidence that the product requirements are still complied with continues to be valid.

3.5.3 If the surveillance requires evaluation, assessment or certification decisions, those shall be performed according to the provisions stipulated in clauses 3.1, 3.2, 3.3 and 3.4.

3.5.4 Surveillance of the certification of quality assurance systems

3.5.4.1 In order to maintain the certificate, any successful initial certification audit or recertification audit has to be followed by surveillance tasks carried out in accordance with the respective certification scheme. The first surveillance tasks shall be performed not later than twelve (12) months after the last day of the stage 2 audit unless the certification program defines exceptions.

3.5.4.2 Surveillance tasks may include the following:

- queries DEKRA has to the certified client regarding aspects of the certification
- assessment of details provided by the client regarding his activities (e.g. advertising material or websites)
- requirements for the client to provide documents and records (as hard copy or electronic media)
- surveillance audit on site, and
- any other means needed to survey the effective performance of the certified client.

3.5.4.3 A surveillance audit on site shall include at least the following:

- internal audits and management reviews
- an evaluation of the measures taken regarding non-conformities and improvements which were identified during the previous audit
- dealing with complaints
- the effectiveness of the quality assurance system regarding the objectives to be reached
- the progress made on activities that aim at continual improvement
- the continual control and steering of the operations
- the assessment of changes, and
- the use of marks and/or other references to the certificate (see '11 Use of certificates and conformity marks' (DEKRA Seal, GS mark, IECEx conformity mark)', and '12 Use of the DEKRA name and the DEKRA logo').
- According to the Construction Products Regulation, a manufacturer may only issue a declaration of performance for his product after a successful audit.

3.5.4.4 If a surveillance audit is the initial audit conducted by DEKRA (e.g. in case an existing certification is taken over), the audit shall also include the auditing of the quality assurance system documentation to be examined before the on-site audit is conducted.

3.5.4.5 The 'Audit preparation' (see 3.2.1), the 'Conduction of the on-site audit' (see 3.2.3) and the 'Follow-up work related to the audit' (see 3.2.4) are carried out in accordance with the procedures described in the relevant clauses.

3.5.5 Recertification

3.5.5.1 In due time before a valid certification expires, the client will be offered a recertification that allows to extend the existing certification for another three years.

3.5.5.2 The recertification audit shall be scheduled in such a manner that, in case any non-conformities or lack of evidence of the conformity are identified, the deadlines for rectifying those by corrective actions and measures will be set to a period before the existing certificate expires.

3.5.5.3 If a recertification audit is the first audit conducted by DEKRA (e.g. in case a certifying procedure has been taken over), then the audit shall also include the auditing of the quality assurance system documentation to be inspected before the on-site audit is conducted.

3.5.5.4 The procedure of recertification audits complies with the procedures described in clauses 3.1 through to 3.5; however, an audit of stage 1 shall only be carried out if there are significant changes in the quality assurance system, at the client's or in connection with the mode of operation of the quality assurance system (e.g. changes in the legislation).

3.5.6 Multiple-site audits

3.5.6.1 If a client has several locations, even though the different sites may be separate legal entities, it is possible to certify the entire quality assurance system for all sites by using the sampling method, provided

the following conditions are met (this regulation does not apply to all certification schemes):

- All sites principally apply identical or similar processes which are carried out using similar methods and procedures; where the processes are not similar, they must be clearly interconnected.
- The client's quality assurance system is centrally administrated according to one centrally managed plan and is subject to one central management review.
- All pertinent sites (including central administration) are subject to the internal audit scheme of the client and are audited according to this scheme.
- The client's head office has established a quality assurance system in compliance with requirements of the certification scheme to which the audit is subject, and the entire organisation of the client complies with those requirements.
- The client is able to gather data from all sites – including the head office – and from the respective site management and is also authorised and able to initiate required organisational changes.

The number of samples to be taken derives from the number of sites included in the audit. The head office is subject of every audit. DEKRA shall select those sites that will be part of the audit. Nevertheless, the internal audit reports of all sites have to be presented during the auditing process.

3.5.6.2 It is possible to consider only a part of the sites in the quality assurance system. If that is the case, then only those sites shall be subject to the certification procedure. Moreover, during the three years of a certification cycle, additional sites can be included in the scope of the certification. If that leads to a change of the sampling volume to be audited, a new offer shall be submitted by DEKRA. If any sites drop out, DEKRA shall be notified of this immediately. However, during a certification cycle it shall not be possible to exclude sites which are likely not to meet the requirements of the certification.

3.5.6.3 It is a prerequisite of the certification that the requirements specified in the respective standard(s) are met at all sites. The 'Certification' (see 3.4) is carried out in accordance with the procedures described. Either the certificate itself or an appendix to the certificate shall list all sites included in the certification; each site shall receive its own certificate.

3.5.6.4 The certificate shall be revoked for all sites if one of the sites included fulfils the requirements under which a certificate can be revoked (see '6 Extension, termination, restriction, suspension or withdrawal of the certification').

3.5.7 Audits for a special purpose

3.5.7.1 Extension of the scope

Any extension of the scope of a certification that has already been issued requires a separate application (see 2.2). The formal and technical evaluation of the application will define the audit tasks that are necessary to determine whether the extension can be granted or not. Extension applications can be handled either as part of a scheduled surveillance audit or as an audit independent of this schedule. In exceptional cases that provide good reason the decision can also be made based on the examination of documents. Any application for extension as part of a surveillance audit has to be submitted to DEKRA not later than eight weeks before the scheduled date of the surveillance audit.

3.5.7.2 Audits performed at short notice

DEKRA may conduct audits at short notice on the certified client's premises in order to investigate complaints or in response to changes implemented by the client which may affect the effectiveness of the quality assurance system or in response to a suspension of the certificate (see 6). In such cases the certified client shall be informed in text form and prior to the visit of the conditions under which the short-notice on-site audit will be performed. If audits are performed at short notice, the client has no opportunity to raise objections concerning any members of the audit team.

4 List of the certifications

If requested by any organ, DEKRA is obliged to confirm, disclose or provide information on the validity of a certificate unless this obligation conflicts with the provisions on confidentiality (see '10 Confidentiality').

DEKRA maintains a list of valid certifications which states, among others, the following:

- the certified product and illustrations thereof
- the scope and, for single-site certifications, the geographical location (e.g. city and country), or, for multiple-site certifications, the geographical location of the head office and of each location covered by the scope of the certification
- the standards and other normative documents according to which the conformity has been certified
- the validity or expiry date of a certification if limited, and
- the client and
- the manufacturing site.

DEKRA is obliged to disclose the list or excerpts of this list. The Client declares his explicit consent to DEKRA's publishing the following information or making it available on request to third parties: the client's (company) name, the object of use the client is permitted to use (including the identification, i.e. an ID code) and illustrations thereof, the validity of the object of use and any other information relevant to the certificate.

5 Changes affecting a certification

5.1 DEKRA shall inform the client in due time of any new or revised requirements of the pertinent certification scheme; check how these changes have to be implemented by the client, and take any measures required by the scheme. Such changes may require new or modified contractual agreements with the client.

5.2 DEKRA shall consider the following:

- changes of information that relate to the compliance with certification requirements
- changes caused by the client himself, and
- any other changes that may affect the certification.

DEKRA shall decide on suitable measures.

5.3 The measures for implementing any changes affecting the certification may include the following actions:

- evaluation (see 3.1)
- auditing (see 3.2)
- assessment (see 3.3)
- certification (see 3.4)
- issuance of a revised certificate on order to extend or restrict the scope of the certification
- issuance of a revised certificate in which surveillance tasks have been modified as far as those are part of the certification scheme.

Such measures shall be carried out according to the provisions stipulated in clauses 3.1, 3.2, 3.3, 3.4 and 4.

6 Extension or restriction of the scope, termination, suspension or withdrawal of the certification

6.1 Any extension of the scope of a certification that has already been issued requires a separate application (see 2.2.1) and shall be executed according to the provisions stipulated in clauses 2.2.2 ff.

6.2 If there is evidence of a non-conformity with the certification requirements, either resulting from a surveillance audit or in any other way, DEKRA shall consider appropriate measures and decide accordingly. Non-conformities with the certification requirements can be, for example:

- the certified quality assurance system permanently or substantially fails to comply with the certification requirements including the requirements regarding the effectiveness of the quality assurance system
- the certified client or a specific site – in case of multiple-site certifications – refuses the performance of the surveillance tasks or recertification audits of the quality assurance system at the required intervals or within the required periods
- the conditions of the certification are not (or no longer) fulfilled, for example, because incomplete or untrue details were stated during the certification process
- defects of the certified products have become evident that were not detected during the certification process and which preclude a certification decision in favour of the product
- learning about facts and matters that preclude a certification decision in favour of the product
- the products surveyed are not identical with those types examined.

Suitable measures to rectify non-conformities can be:

- a continued certification under special conditions defined by DEKRA (e.g. increased surveillance)
- restriction of the scope of certification to remove non-conform product variants
- the suspension of the certification provided the client will take measures to rectify the non-conformities
- the withdrawal of the certification.

When the appropriate actions include evaluation, review or a certification decision, those shall be performed according to the provisions stipulated in clauses 3.1 (evaluation), 3.2 (auditing), 3.3. (assessment) and 3.4 (certification decision).

6.3 A certification may be restricted, suspended or revoked by DEKRA if the client

- refuses to perform the surveillance tasks
- refuses the investigation of complaints
- does not implement the measures specified by DEKRA to remediate the non-conformities in due time
- violates the notification obligations set forth in Section 9.8 despite being aware of a reportable circumstance, thereby significantly hindering or preventing the assessment of whether the requirements for certification continue to be met;
- deceives or attempts to deceive DEKRA or its authorised representative
- does not fulfil his payment obligations as towards DEKRA within the agreed periods
- improperly uses either the certificate or the conformity mark, for example, in one of the following circumstances:
  - products bearing a mark of conformity are offered or placed on the market prior to the issuance of the certificate
  - the mark of conformity is incorrectly executed or affixed, and
  - certificates are misleadingly used in advertising and promotional materials, in catalogues etc..

6.4 If the certification is suspended, DEKRA will take the following measures and inform the client accordingly:

- measures necessary to end the suspension and to resume the certification for products in compliance with the certification scheme
- any other measures that the certification scheme requires to be taken.

Any evaluation, assessment or decision that are needed to find solutions to end the suspension or that are required by the certification scheme shall be performed in compliance with the provisions stipulated in clause 3.

6.5 If the certification is suspended, the certification of the quality assurance system shall be ineffective for a given period of time. If the problems that led to the suspension are not amended within a period of six months maximum, the scope of the certificate shall be restricted or the certificate shall be revoked.

6.6 After having been informed on the suspension or withdrawal of the certification, the client has to cease any further use of a reference to his certification status in his advertising and promotional materials (see '11 Use of certificates and conformity marks (DEKRA Seal, GS mark, IECEx conformity mark)').

6.7 The scope of the client's certificate is restricted by removing those parts where the certified client permanently or substantially failed to meet the certification requirements. After a final restriction (i.e. after the given period of six months has expired) the restricted certificate of the certified client shall be revised accordingly. Where restrictions have been imposed, the client may only use the certificate and conformity logo in the restricted scope. In the event of any violation, the certificate may be suspended or declared invalid. If a certification has been terminated, revoked, or declared invalid the original certificate is to be returned to DEKRA immediately.

6.8 A certification could be terminated by DEKRA – without specific information to the client – if the client

- permanently discontinues the manufacturing or supply of the product
- becomes insolvent, or an application for the opening of insolvency proceedings is dismissed with legally binding effect on account of lack of assets.

6.9 DEKRA is entitled to give public notice of the restriction, suspension or invalidity of a certification; this applies in particular – but not exclusively – to the duties of information and notification to the GS body as stipulated in the German Product Safety Act (ProdSG).

6.10 DEKRA is also entitled to extraordinary termination of an agreement if a certification has been terminated, revoked, suspended or declared invalid. Further claims for damages and other claims by DEKRA remain unaffected.

6.11 DEKRA shall execute all necessary changes of the certificates, the list of the valid certificates (see 4), conformity marks and any other information if

- the client requests the termination, suspension or withdrawal of a certification
- the scope of a certification is restricted
- the certification becomes effective again after its suspension.

6.12 DEKRA shall not be liable for damages that the client suffers in cases where there has been justification to restrict, suspend, revoke or terminate the certification.

7 Records

7.1 DEKRA shall archive one set of the information and/or documents provided by the client (see 3.1.1), and of all records created during the certification process to evidence that all requirements of the certification process and the certification scheme have effectively been complied with.

7.2 DEKRA shall keep such information and documents and records confidential in compliance with the provisions of clause '10 Confidentiality'.

7.3 Records shall be stored for a period of ten (10) years minimum in accordance with the statutory particularities and agreements of acknowledgment after the certificate has been issued. This obligation shall also continue to be valid after the contract has terminated.

8 Complaints and objections

8.1 Everyone is entitled to submit a complaint or objection to DEKRA. In order to make it traceable, the complaint or objection has to be done in text form to DEKRA stating all necessary information and documents. DEKRA shall keep the matter confidential and inform the complainant in text form of any progress as well as the formal closure of the complaint procedure.

8.2 The complaint or objection shall be handled by persons who have not been previously involved in the matter of the complaint or objection.

8.3 If a complaint mainly concerns the relationship between the certified client and the complainant (e.g. a complaint about the conformity of the product) the complaint shall be passed on to the respective client prompting him to handle the complaint and to inform DEKRA about the result. DEKRA reserves the right to take additional measures.

8.4 Submissions and investigations of and decisions on complaints and objections shall not lead to any discrimination of the complainant.

9 Requirements for the Client

9.1 The client shall be responsible for the continual compliance with legal regulations, directives and certification requirements, including the implementation of any changes that DEKRA will communicate (see 5).

9.2 If the certification is issued for an ongoing production, the client must at all times ensure that the products manufactured conform to the types tested. As requested by DEKRA, the client shall deposit either a product specimen or a description of the product in question with DEKRA. If it becomes apparent that the product launched on the market is not conform to the product assessed by DEKRA, then DEKRA shall be entitled to require the following actions to be performed by the applicant:

- to remove the product or have it removed from the points of sale and not to sell any stock existing or have it sold, and/or
- to issue a warning to the public against the product, and/or
- to recall any products or have them recalled that have already been sold to consumers (via the distribution channels)

which all have to be done in compliance with the instructions and requirements issued by DEKRA for such measures. If the client does not fulfil his obligation in due time and if the product provides a hazard to the health of human beings or animals, DEKRA shall be entitled to issue a warning against the product to the public.

9.3 The Client shall further take any necessary measures and perform any necessary or reasonable actions of cooperation regarding the following:

- the execution of the evaluation (see 3.1) and, if necessary, the surveillance (see 3.5), including the consideration of the examination of the documentation and records, access to the relevant facilities, locations, areas and staff as well as any subcontractors of the client
- the conduction of the audit, including the provision of the documentation to be inspected and access to the relevant facilities, locations, areas, records and staff needed to achieve the objectives of the audit
- the provision – on request – of testing and surveillance schedules, design charts or similar documents as well as information on product features and compositions, the manufacturing process, essential parts of the manufacturing-related operating facilities and the key personnel
- the investigation of complaints
- the participation of observers (e.g. personnel of accreditation bodies and approving authorities, monitoring auditors or trainee auditors) if applicable.

Those samples that DEKRA itself purchases in this context are to be paid by the client.

9.4 The client shall

- use the certification only within the scope assigned
- make no statements on his product certification which DEKRA may deem as misleading or unjustified.

9.5 If the client passes on certificates and/or reports to third parties, those documents have to be reproduced in full. It is not permitted to relay only excerpts of those documents or reports.

9.6 If the client refers to the product certification or if he uses either certificates or conformity marks in communication media such as

documents, brochures and advertising materials, he has to comply with the provisions stipulated in clause 11.

9.7 Of all complaints the client learns of with regard to the compliance of the certification requirements he has to file a record; the Client shall archive those records and provide them to DEKRA on request. He has to take and document appropriate measures regarding these complaints and regarding any defects that were found on the products and that may impact the compliance with the requirements of the certification.

9.8 The customer must immediately inform DEKRA of any facts that come to its attention which, when viewed objectively, are likely to raise doubts regarding the continued conformity of a product assessed, monitored, or certified by DEKRA, or regarding whether the requirements for maintaining certification continue to be met.

These include, in particular:

a) Accidents or other safety-related incidents involving the product;

b) Substantiated indications of defects, malfunctions, or nonconformities of the product;

c) Recalls, safety warnings, corrective actions, or comparable field measures;

d) systematic or recurring complaints relating to safety or conformity requirements;

e) regulatory actions, investigations, orders, or findings concerning the product, its conformity, or its placing on the market;

f) other information that are likely to call into question the product's conformity with the requirements relevant to certification.

The notification must be made immediately upon becoming aware of the relevant facts and must include all material information available at that time.

The notification obligation applies regardless of whether the cause, responsibility, or technical assessment of the matter has already been conclusively determined.

DEKRA will evaluate the information provided with regard to its potential impact on certification and may take the measures provided for in these Certification Terms and Conditions.

9.9 The client shall notify DEKRA immediately of any intended modifications and changes with regard to the products assessed by DEKRA which may affect the compliance with the relevant requirements and/or standards including any details stated on the certificate or declaration. The certification agreement and the respective certificate shall only apply to such modified products if they have been approved by DEKRA and from that time at which this DEKRA approval becomes effective.

9.10 The client shall inform DEKRA immediately of any changes that may affect his ability to comply with the requirements of the certificate. Such changes can be, for example, changes in the following:

- the legal, economic or organisational status or the ownership (e.g. divestment/acquisition of parts of the company, changes of ownership)
- the organisational structure or the management (e.g. key positions, decision-making processes or technical staff)
- the product or the manufacturing method
- the contact addresses and production sites
- the quality management and the quality assurance system
- the business area covered by the certified quality assurance system
- the opening of any insolvency, liquidation or settlement proceedings, and
- major changes of the quality assurance system and its processes.

In such cases DEKRA shall decide – after consultation with the client – how the certification can be maintained.

10 Confidentiality

10.1 DEKRA shall be obliged to maintain secrecy in relation to all information that DEKRA receives or creates during the performance of the certification tasks and to all information on the client that were not provided by the client himself (e.g. by the complainant or authorities). This obligation is part of contracts and agreements and also applies to external staff and affiliated bodies that are involved in the certification process. Exempt shall be the following:

- information disclosed to the public by the client himself
- information that has been agreed upon in a contract between DEKRA and the client (e.g. to process complaints)
- information provided on certified products (see 4)
- information that must be provided for accreditations, appointments and approvals
- information on the product and pertinent reports and required information that have to be exchanged with the surveillance body for the external surveillance audit according to the building ordinance.

10.2 Where DEKRA has the legal obligation to disclose confidential information to third parties, the client or person affected shall be informed of that in advance unless legal requirements prohibit to do so.

11 Use of certificates and conformity marks (DEKRA seal, GS mark, IECEx conformity mark)

11.1 Where the client receives a certificate or conformity mark, he shall be granted the non-exclusive right to use those in accordance with the following provisions. The client is not entitled to pass on the right of use granted or to issue sub-licences in respect of the same.

11.2 DEKRA is the owner of the certificate and conformity mark and the holder of the existing trade and copyrights and thus entitled to grant the right of use of the conformity mark to the client. The client himself shall not fix any marks on his product or advertise using any marks where there is a risk of confusion with the conformity marks provided by DEKRA.

11.3 The Client shall use the certificate or conformity logo

- in no manner that might damage the reputation of DEKRA or be regarded as misleading or create the impression that DEKRA is responsible for any of the client's activities
- only in compliance with the applicable laws, in particular with the Unfair Competition Act.

11.4 The conformity mark shall only be used in the form in which it was issued and delivered. Changes, in particular in the design, in the colour or text, are not permitted. The client shall not be entitled to use only extracts of the conformity mark, i.e. the conformity mark may in each case only be used in its entirety. Where the client also receives the conformity mark in electronic form, he shall be entitled to change the conformity mark in its size; a reduction in size is only permitted up to a minimum character size of Arial 6. In the case of any change in size, the text contained in the conformity mark must remain completely legible, and the proportions between the text and the mark may not be changed.

11.5 The client shall use the certificate or conformity mark only as follows:

- for the validity period stated in the certificate and only if the certification has not been suspended, revoked, terminated or restricted
- in such manner that the average rational consumer understands it as the marking of the certified product
- in such manner that it is made clear according to which specifications the products have been certified
- in compliance with the legal stipulations and/or any rules identified by DEKRA with regard to the certified products.

11.6 The Client shall not be entitled to use the certificate or conformity mark

- in laboratory test reports, calibration certificates or inspection reports
- for products that have been modified contrary to the certification.

11.7 In the case a certification has been suspended, revoked or terminated, the Client shall cease to use the certificate or conformity mark in any way, in particular in his advertising and promotional materials referring to the certificate or conformity mark. He is obliged to return all certification documents requested by the certification body, e.g. original certificates and any duplicates, to DEKRA.

11.8 DEKRA shall not be liable for any inadmissible use of the certificate or conformity mark.

12 Use of the DEKRA name and the DEKRA logo

12.1 The client shall not be entitled to use the name of DEKRA or of any of the companies affiliated with DEKRA or their logo.

12.2 The client shall not create the impression that he is associated with DEKRA or with any body or institute affiliated with DEKRA in a corporate relationship or similar relationship, or that he is able to act for or commit DEKRA or any body or institute affiliated with DEKRA.

12.3 The client shall not create the impression that it he associated with DEKRA or with any company affiliated with DEKRA in a corporate relationship or similar relationship, or that he is able to act for or commit DEKRA or any company affiliated with DEKRA.

12.4 If the client issues incorrect messages or announcements, he has to immediately correct such messages or announcements at DEKRA's request in a manner that DEKRA finds satisfactory.

13 Scale of charges/remuneration

The charges of the certification are based on the procedural steps specified in section 3. Any offer provided is based on those in conjunction with the 'Scale of charges/price list' of DEKRA Testing and Certification GmbH; the offer shall state the details of the certification schemes with special regard to the particular requirements of the client.

13.2 The remuneration agreed for the certification of products, manufactured products and quality assurance system also includes –

inter alia – the recovery of the cost for the certification and registration incurred to DEKRA, and the client shall pay those costs to DEKRA in advance.

13.3 Unless agreed differently, annual license fees, contractual charges or annual charges shall be due in full for each calendar year at the beginning of the respective year if a certificate was valid on the 1st January of the respective year.

13.4 Unless agreed differently, the client has to pay the rate valid at the time of the performance for any check-ups and subsequent examinations carried out by DEKRA as part of the certification, or alternatively the standard rate. Section 6 of the 'Terms and Conditions of DEKRA Testing and Certification' does apply.

14 Final provisions

In case any provision of this Agreement shall be invalid, the validity of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The invalid provision shall be substituted with a provision which, content-wise, is the most similar to the invalidated provision and the reasonable safeguarding to the requirements of the certification schemes in a legally permissible manner.