

Certification Conditions for Issuance of Certificates by the Certification Body of TÜV Informationstechnik GmbH (TÜVIT)

1 Evaluation and certification procedure

1.1 The client for evaluation/certification addresses his request for the certification procedure to the certification body of TÜVIT or, if appropriate, to an approved evaluator or evaluation body. The potential client is provided with information regarding the certification procedure and receives an evaluation/certification offer for the desired certification upon request, along with the Certification Agreement form and the Certification Conditions.

1.2 Based on the offer the client places the order for certification using the Certification Agreement form. By placing the order, the client accepts the Certification Conditions.

1.3 In so far as the certification scheme provides for testing by testing laboratories, only evaluation reports from testing laboratories recognized by the certification body may be presented.

1.4 The certification order becomes valid at the time of order confirmation by TÜVIT.

1.5 For the certification of products the client shall provide the product to be certified and/or the test samples with all the associated components, manuals and necessary technical platforms free of charge to the tasked evaluation body for the duration of the evaluation and certification process, and also after this to TÜVIT for archiving purposes. In so far as possible, the transmission should be performed in encrypted electronic form.

1.6 For the certification of processes, services and systems the client shall provide all necessary documentation (e.g. manuals, architectural descriptions, plans, security concepts, process instructions, work descriptions) that apply to processes, services and systems free of charge to the tasked evaluation body for the duration of the evaluation and certification process, and also after this to TÜVIT for archiving purposes. In so far as possible, the transmission should be transformed in encrypted electronic form.

1.7 TÜVIT shall not be liable for damage or adverse effects to products, samples, systems, processes and documents placed at its disposal caused by the testing or by burglary, theft, fire, water or flooding. TÜVIT is only obliged to take the same care as it would employ in similar matters of its own (§ 690 BGB).

1.8 The client guarantees the certification body full access to all information regarding the product, system, service and process undergoing certification and, upon request, places further copies of the documents at the disposal of the certification body. Any deviations from this require a special agreement.

1.9 The client names one employee as the permanent contact for all technical and organizational questions for the duration of the certification process and provides the employees tasked with the certification with instruction and information regarding the product, the system, the service and the process in so far as this is required for performance of the assessments.

1.10 The evaluation will be performed by the responsible evaluators in accordance with the requirements and rules of the certification scheme. The responsible certifier plans the time sequence of the certification process with the client and the evaluators and, if necessary, provides final clarification with regard to the certification process and schedule in preliminary meetings and/or discussions.

1.11 The location of the evaluations is laid down by the certification body in collaboration with the client. The evaluations are carried out at the testing laboratory, the certification body or a suitable external test site or – if the type of product makes this necessary or possible – at the client's premises.

1.12 Following the evaluation, the evaluator writes an evaluation report, which forms the basis for the certification decision. The certification body decides whether to issue the certificate based on an assessment of the evaluation process and results. The decision is taken based on full objectivity and neutrality. The employees tasked with certification are independent in their assessment of the information and results associated with the evaluation and are not subject to instruction by others.

1.13 In so far as required by the certification scheme, an additional certification report is drawn up which is available to the public, in which the results are summarized.

1.14 As a result of the certification process the certification body takes the certification decision that is communicated to the client. After successful certification, a certificate is issued.

1.15 If the certificate is not issued, TÜVIT is not liable for any disadvantages which accrue to the client as a result of the non-issuance.

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2 General definitions of use

2.1 Use of certificates, marks of conformity and accreditation symbols

2.1.1 The client receives the non-transferable and non-exclusive right, limited to the period of the term of the contract, to make use of the certificate and the mark of conformity in connection with the certified product, service, process or systems observing the Certification Conditions. Permission to make use of the certificate and mark of conformity only applies to the certified company and to the operating sites and also the products, systems, services and processes that are shown on / listed in the certificate.

2.1.2 The client must notify all changes to the certification body without delay and must prove them by appropriate evidences. On this basis, the certification body checks if the certificate and the corresponding right to use can be changed or transferred. A right for change or transfer is explicitly excluded.

2.1.3 Payment of fees on an annual basis can be agreed in relation to certificates, as stated in the TÜVIT price list.

2.1.4 Statements regarding the certification may only be made in connection with the certified scope. The certification may not be used in a way which could bring TÜVIT into disrepute. All use, e. g. advertising, must not be misleading.

2.1.5 The size of the mark of conformity that is issued may only be changed without changes being made to its geometric proportions. The mark of conformity must be presented so as to be legible.

2.1.6 All requirements which are described in the certification scheme and which relate to the use of marks of conformity and to information related to the certified product, service, process or system must be fulfilled.

2.1.7 The client undertakes always to perform the manufacture of the products provided with the mark of conformity in compliance with the control tests laid down in the test specifications or required by the certification body.

2.1.8 Where certificates or reports bear an accreditation symbol, this may only be used in the specified representation and in conjunction with these certificates and reports.

2.2 Expiration of a certificate or declaration that a certificate is invalid

2.2.1 A certificate expires when

- the general contract for certification of products, services, processes and systems and use of the mark of conformity ends,
- the client renounces the certificate,

- the client does not accept changes to the General Terms and Conditions, the Certification Conditions or the price list of the certification body of TÜVIT as binding following ending of the transitional period specified in Section 9,
- the client becomes insolvent or if an application to open insolvency proceedings against the client is refused because of lack of assets,
- the rules and/or regulations upon which the certificate is based have been changed and any transitional periods have expired.

2.2.2 The validity of the certificate is extended if a re-audit, to be performed at the cost of the client within a set period, demonstrates that the certified product, service, process and system also comply with the new rules.

2.2.3 A certificate can be suspended by the certification body if, subsequent to issuance, new knowledge emerges which is relevant to assessment of the results of the certification process, e. g. knowledge regarding defects on products, services, processes or systems that were not recognizable during the evaluation or that were not identified.

In this case, the certification body offers the client a re-certification. If this re-certification is not successful or if the re-certification is not ordered, the certificate can be withdrawn.

2.2.4 A certificate can also be declared invalid or terminated by the certification body if

- examination of products /product samples provided with a mark of conformity reveals defects,
- products provided with a mark of conformity do not correspond to the certified product / test sample,
- the regular evaluations of the product / test samples (Section 4) cannot take place,
- correct performance of tests within the context of manufacturing control in the client's factory or at another test location cannot be demonstrated within 4 weeks, despite a written request from the certification body (see Clause 2.1.7),
- the client refuses to permit a representative of the certification body to view the manufacturing and/or test equipment or the warehouse/store, or refuses to permit products/product samples to be taken for testing/examination by the certification body,
- during periodic assessments in accordance with Clause 4.1, serious defects are established with regard to quality assurance,
- the fees are not paid, following a warning, within the period set. If the fees are not related to one specific certificate, the certification body decides on the certificate to be made invalid/terminated,
- misleading or otherwise impermissible advertising is carried out with the certificate or the mark of conformity,

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- the certification body's accreditation on which the certificate is based has been terminated, reduced, suspended or withdrawn,
- based on facts which could not be clearly recognized at the time of the evaluation, further use of the mark of conformity is not justifiable in view of its significance on the market.

2.2.5 The declaration of invalidity can be published.

2.2.6 Upon ending, suspension, cancellation, or expiry of validity of the certification, the right of use expires with immediate effect. The client must cease all use of the certificate and mark of conformity without delay and must take the measures required by the certification scheme as e.g. return of certification documents along with all other necessary measures.

2.2.7 The client undertakes no longer to use a suspended certificate until a final decision has been made by the certification body. This means that during the period of suspension, no misleading statements may be made with regard to the certification status of the products, services, processes or systems and no reference to the certification may be made on the product or in descriptions of products, services, processes or systems.

2.2.8 The certification body offers the client the possibility of re-certification in good time before expiry of the validity of the certificate.

2.3 Sale of products bearing the mark of conformity following expiry of validity of the certificate (permission to sell).

2.3.1 Following expiry of the validity of a certificate, permission can be given for further sale of the existing stock of ready-to-use products, however at the longest for 12 months.

2.3.2 Existing stocks of finished products which bear a mark of conformity must be communicated to the certification body upon request, accompanied by a sworn declaration (affidavit), which is suitable for use before the courts.

2.3.3 The General Terms and Conditions, the Certification Conditions and the price list shall remain valid for the duration of the permission to sell.

2.3.4 If permission to sell is not granted or is subsequently withdrawn, the client has the obligation to remove the mark of conformity from all products of the type in question or to destroy the products, and to make it possible for the certification body to perform a corresponding re-evaluation. In particular cases, the certification body can require a recall.

3 Particular obligations of the client and the certification body

3.1 The client has the obligation to fulfil all the certification requirements at all times. This particularly includes the obligation to ensure that the certified product, service, process and system fulfil the certified requirements during the period of validity of the certificate.

3.2 The client has the obligation to communicate all intended changes to the certified product, service, process or system or its proper environment of use to the certification body. The client also has the obligation to communicate any facts that could justify doubt as to the validity of the certificate. The certification body will then decide regarding the continued validity of the certificate and if appropriate on any necessary actions. The certification body can make maintenance of the certificate dependent on evidence from the manufacturer regarding adherence to the rules and regulations upon which the certification is based or on an additional test or evaluation.

3.3 The client must inform the certification body immediately of any changes which could limit his ability to fulfil the certification requirements. Examples for changes can be, for example, changes in

- legal, commercial or organizational status or ownership;
- organization and company management (e.g. key positions, decision making processes or technical personnel);
- changes to the product or to its manufacturing method, to the service, to the process or to the system;
- contact addresses, production and operating sites;
- major changes to the quality management system.

3.4 The certification body shall inform the client of changes to the certification scheme which affect him or her. Necessary changes must be implemented by the client, and the certification body must then be informed accordingly. The certification body verifies implementation of the changes.

3.5 Certification documents may only be placed at the disposal of third parties, and/or reproduced, in their entirety or in the form that is specified in the certification scheme.

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3.6 The client must make all necessary arrangements for the investigation of complaints. In particular, he must keep records of all complaints which become known to him in relation to adherence to the certification requirements and must place these records at the disposal of the certification body upon request. In particular, he must take suitable measures in relation to such complaints and to defects that have been discovered in products, services, processes or systems and that influence fulfilment of the certification requirements. The measures taken must also be documented.

3.7 The client undertakes to inform the certification body of any serious complaints from customers without delay.

3.8 The client is obliged to introduce any corrective actions which become necessary based on these complaints without delay and to document them. The certification body must also be informed of such cases (complaints and corrective actions) without delay in order to assess any possible retroactive effects on the certification statement.

3.9 The client has the obligation to inform the certification body immediately of any damages caused by evaluated products, services, processes and systems.

3.10 The client must make all necessary arrangements for participation of observers, if appropriate.

3.11 Within the framework of maintenance of the accreditation of the certification body, the client declares himself/herself ready to accept that a witness audit (participation of the accreditor in a re-certification or surveillance audit) may take place in his company and that the accreditor may view the relevant files.

3.12 The certification body provides test samples for re-testing to the accreditor upon request, at the cost of the client.

4 Regular assessments

4.1 In order to ensure consistent product quality, the certification body performs regular assessments of the manufacturing and test equipment and also of the QA system at the cost of the client, in so far as the certification scheme provides for this.

4.2 In order to ensure consistent quality of services, processes and systems, the certification body performs regular assessments of the operating sites and also of the QA system at the cost of the client, in so far as the certification scheme provides for this.

4.3 In addition, the certification body can, at its own discretion, view the manufacturing and operating sites and storage facilities that are relevant for

certification (in the case of foreign clients also the storage facilities of authorized representatives and branch offices, and in the case of importers, also their storage facilities) at any time and without prior announcement, and can remove products for which a certificate has been issued, free of charge, in order to perform tests and assessments.

4.4 If serious defects are identified during testing of a product or test sample that has been submitted, and if the client has already delivered corresponding products, the certificate can only be issued for the newly-submitted and changed product if the manufacturer changes the designation of the product as against the designation of the products that have already been delivered.

4.5 The client receives a written report on the result of the assessment.

4.6 If defects are identified during the assessment, the client shall bear the resulting costs.

5 Publication of evaluation reports and certificates

The client is only permitted to pass on certificates or evaluation reports in their complete version, stating the date of issue. Publication or reproduction of evaluation reports requires the prior permission of the issuing body.

6 Consumer information

To promote transparency of certifications, TÜVIT keeps the certificates in a list which can be viewed by the public. The client must inform TÜVIT if he does not wish publication of the certificate. In this case TÜVIT will provide information regarding the validity of a specific certification upon request. The publication can only be resigned if publication is not required by the certification scheme or standards on which the certification is based upon.

7 Infringements of the certification conditions

7.1 In the case of infringements of these Certification Conditions, in particular in the case of illegal use of a mark of conformity, the certification body is entitled to charge a contractual penalty of up to € 10,000.-- for each infringement.

7.2 Illegal use of a mark of conformity is also present, if products provided with a mark of conformity are offered for sale or put into circulation before the certificate is issued or if impermissible advertising takes place.

7.3 A continuation of offence is excluded.

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8 Access for accreditation personnel

By placing the order, the client agrees that employees of the accreditation body are granted access to its premises and its documents within the framework of monitoring of the certification body.

9 Complaints

Objections can be made against test and certification decisions, and complaints can be made regarding assessment procedures, at the following address:

TÜV Informationstechnik GmbH
TÜV NORD GROUP
Certification Body
Am TÜV 1
45307 Essen, Germany

Valid as of: **2022-10-25**