

## General Terms and Conditions of Certification (AZB) of the Physikalisch-Technische Bundesanstalt

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These *Terms and Conditions of Certification* regulate the approval and surveillance of the quality assurance of manufacturers on the basis of a suitable conformity assessment procedure for which the Physikalisch-Technische Bundesanstalt (PTB) is the notified body.

1. The contractual relations between the Certification Body of the PTB and the customer commence with the issuing of a confirmation of the customer order by the PTB and is valid until the end of three years from the date of issue of a certificate. To extend certification (re-approval), a new order is to be submitted to the PTB after expiration of the contract. A certificate of the PTB confirming the approval of the quality assurance is only valid during the duration of the contract. The contract ends prematurely if the PTB withdraws a certificate or if the customer applies for the termination of the certification.

2. Subject matter of the contract is these *Terms and Conditions* (AZBs) as well as the contents of the order confirmation of the PTB.

3. During the term of the contract, the PTB carries out the approval procedure and the surveillance measures stipulated by the respective certification system in order to determine whether the requirements of certification continue to be fulfilled.

4. The customer undertakes to comply with the requirements regulated in the relevant directive and ensures, in particular, that

- notification in writing will be promptly provided of a replacement of a responsible person as well as of all the changes planned which affect the scope of application of the certification,
- the requirements for quality assurance in its recognized form will be fulfilled and that their correct and effective operation will always be ensured,
- the provisions of the PTB for approving quality assurance are satisfied,
- reviews and other surveillances of the PTB, which are necessary to correct any deficiencies in implementing the requirements for quality assurance, are accepted and cooperation is shown to the necessary extent,
- for audits and assessments, the necessary documents and information are made available early (as a rule, 4 weeks before commencement of measures to be carried out by PTB) as well as that access to the offices for auditing and inspection purposes is granted to PTB-commissioned auditors/technical experts at any time within usual business hours, also unannounced, if necessary,
- the certificate not be used in a manner which would discredit the PTB and/or would lend itself to compromising public confidence,

- he/she possesses the necessary marketing rights for the products which are to be tested by the certification body within the scope of application of the commissioned approval of quality assurance.

5. To a certification for which an order has been placed, the relevant regulations governing charges of the PTB in the relevant valid version are to be applied. If the approval procedure is broken off, the PTB will invoice the expenses incurred up to this time.

6. The PTB is entitled to reduce the scope of, suspend or withdraw an issued certificate under the restriction of commensurability, provided that PTB discovers that the preconditions for certification, including the requirements for the effectiveness of the quality assurance, are not fulfilled permanently or profoundly by the customer, unless the customer ensures through suitable remedial measures the compliance with the conditions of issuance. Before the decision for such a measure is made, the customer is to be given the opportunity to make a statement by a given deadline. The PTB will make information on issued and withdrawn certifications accessible to the public.

7. The customer undertakes to not apply the issued certificate and/or the granted use of marks abusively and to prevent the divulgement of misleading or faulty information on the certification. In cases of doubt, the customer is to come to an agreement with the PTB beforehand. In case of breaches, the PTB will, after a previous written hearing, institute suitable measures and is entitled to withdraw the certificate. After expiration of the contract, the customer may not use the certificate any longer and may no longer apply the specified mark.

8. The customer is entitled to raise an objection to the decisions made by the PTB in connection with the certification. Such an objection is to be directed to the PTB in written form within one month after notification of the decision. Insofar as the objection is justified, the PTB will provide suitable remedy without costs ensuing for the customer. If the customer objects wrongly and expenses are incurred by the PTB during the investigation of the matter, then the customer undertakes to reimburse the expenses on the basis of the relevant regulations governing charges. The PTB is open for complaints and ensures that they will be dealt with according to the relevant internal process directives.

9. After expiration or termination of the contract, the PTB stores the documents for a period of at least ten years.

10. During the term of contract, each party may prematurely terminate this contract in written form, in case the other party does not fulfill its obligations under this contract in spite of unsuccessful written warning with a suitable deadline. The right of termination also applies,

- if the customer, in spite of a reminder, does not render payment for the expenses asserted for the execution of the approval and surveillance,
- in case the bases for the certification according to the respective directive are no longer given and a

withdrawal of approval on the part of the PTB is undertaken,

- the customer files an application for termination of the certification,
- the production of the products to which the certification applies is discontinued.

11. All disputes arising in connection with this contract, with the exception of the enforcement of the expenses charged are - if an amicable settlement is not possible, decided finally and bindingly under preclusion of due process of law by a court of arbitration according to the arbitration rules of the Deutsche Schiedsgerichtsbarkeit e. V. (DIS) (German Arbitration). The court of arbitration to be appointed is composed of three arbitrators. Each party appoints an arbitrator. The two appointed individual arbitrators must in turn jointly appoint a chairman of the court of arbitration. Only the chairman of the court of arbitration has

to be qualified to exercise the functions of a judge. If the individual arbitrators have not agreed upon a chairman within 30 days of their appointment, the appointment will be made by the DIS-Ernennungsausschuss (DIS Appointments Committee) at the request of one party.

12. In addition, the "Allgemeine Geschäftsbedingungen der Physikalisch-Technischen Bundesanstalt für Konformitätsbewertungen, Prüf-, Mess- und Kalibrierleistungen (AGB)" (General Terms and Conditions of Business of the Physikalisch-Technische Bundesanstalt (AGB) for conformity assessments, testing, measuring and calibration services) are applicable in the version valid at conclusion of the contract.

The preceding terms and conditions for certification are herewith accepted.

City:

Date:

Legally binding signature

Company stamp:

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