# Application Form

**for the testing and certification of measuring instruments according to the
Measures and Verification Ordinance (MessEV), Module B**

Please fill in the form and send it back to:

Physikalisch-Technische Bundesanstalt
Conformity Assessment Body
Subject Area: Heat Meters
Frau Eichhorn, Division 7.5
Abbestraße 2-12
10587 Berlin
GERMANY

Type examination according to MessEV, Annex 4, Part B, Module B [ ]

Recertification (validity extension) [ ] <*Please enter number of certificate*>

Test report without certificate [ ]

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| **Contact details** |
| Name of the manufacturer *(according to the Measures and Verification Act [MessEG]: the name of the company which will later place the instrument on the market)*       | E-mail address:       |
| Contact person:       | (Position:)       | Phone:       |
| Postal address:       | Fax:       |
| Post code:       | City:       | Country:       |
| VAT ID *(if domiciled within the EU but outside Germany)*:       |  |
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| Name of the applicant (if different from the manufacturer):       | E-mail address:       |
| Contact person:       | (Position:)       | Phone:       |
| Postal address:       | Fax:       |
| Post code:       | City:       | Country:       |
| VAT ID *(if domiciled within the EU but outside Germany)*:       |  |
| If the applicant is not the manufacturer, the applicant must submit the manufacturer's power of attorney. |

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| **Type of the measuring instrument, of the ancillary device or of the sub-assembly** |
| **1 Description of the** [ ]   **measuring instrument** [ ]  **ancillary device** [ ]  **sub-assembly****Designation:**      **Type(s):**      **Remarks:**                       *(If the space provided is not sufficient, please enclose attachments.)* |
| **2 Type of instrument** *(see instrument list)* |
|  |       |
| **3 Technical specifications** *(standards or other rules applied)*                     |
| **4 Accuracy class, if applicable** *(if same has been laid down)*      |
| **5 Climatic environments** *(pursuant to MessEV, Annex 2, No. 1.2.1)*      |
| **6 Mechanical environments** *(pursuant to MessEV, Annex 2, No. 1.2.2)*      |
| **7 Electromagnetic environments** *(pursuant to MessEV Annex 2, No. 1.2.3)*      |
| **8 Other conditions of use that may have to be observed**      |
| **9 Stability** *(pursuant to MessEV, Annex 2, No. 5)*      |

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| **10 Documents, information, samples to enclose** *(see Annex 2)** The technical documents described in MessEV, Appendix 4, Part A, No. 1, such as, for example:
* a general description of the measuring instrument;
* design drawings as well as manufacturing drawings and manufacturing plans of components, sub-assemblies, circuits and other elements;
* description of the manufacturing procedures;
* descriptions of the electronic components, together with drawings, diagrams, flow diagrams and general information on the software, including an explanation of its features and of its way of operation;
* descriptions and explanations as are necessary to understand the drawings and plans mentioned and the way of operation of the instrument;
* a list of the determined rules on the state of the art which were used in full or in parts;
* if determined rules on the state of the art were not applied: a description of the solutions which were applied in order to comply with the main requirements of the MessEG and MessEV.

If only parts of the technical rules and standards were applied: indication of the parts that were used;* the results of the design calculations, tests and other examinations;
* a risk analysis and risk assessment;
* if applicable, any type-approval certificates, type-examination certificates or design-examination certificates, OIML certificates, module certificates or assessment certificates for instruments containing components which are identical to those of the design.
* If applicable, compatibility conditions for interfaces, subassemblies and separate components;
* Specification on the stability of the measuring instrument if this stability does not last for at least one verification period;
* Specification on seals and markings;
* Operating manual;
* Specimens that are representative of the envisaged production (in a number sufficient to carry out the test programme);
* Additional proof of an adequate solution due to the technical design of those parts of the measuring instrument for which no specimens are required. This additional proof contains a reference to all of the relevant documents that have been applied (in particular, if the determined rules on the state of the art were not applied in full), and they include, where necessary, the results of any tests or partial assessments carried out in suitable laboratories of the manufacturer, or in another testing laboratory on his behalf and under his responsibility. The documents must make it possible to assess whether the instrument conforms with the respective requirements of this Directive. As far as relevant for the assessment, the documents must cover the design, the manufacture and the operation of the instrument.

The documents must – as a matter of principle – be submitted in English or in German. In exceptional cases, the Conformity Assessment Body may accept other languages; in that case, translations must be provided, if necessary. |

**DECLARATION:**

We declare that the same application has not been lodged with any other conformity assessment body.

We declare that we agree with the *General Terms and Conditions of Certification (AZB) of the Physikalisch-Technische Bundesanstalt (PTB) for product certifications and QA approvals* and the *General Terms and Conditions of Business (AGB) of the Physikalisch-Technische Bundesanstalt (PTB) for conformity assessments, testing, measuring and calibration services* in their version valid at conclusion of the contract, which are enclosed with this form and which we have acknowledged.

Signed for and on behalf of the applicant:

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| (Legally binding signature)\* |  |
| (Name in CAPITALS) |  |
| Date: |       |

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| **\*If the application is filed by a person who is not directly employed by the envisaged certificate holder, please enclose a confirmation written by the envisaged certificate holder.** |

Upon receipt of the application, PTB will issue an order confirmation which, together with the signed application form, represents a binding agreement between the applicant and PTB.

**ANNEXES:**

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| 1. General Terms and Conditions of Certification (AZB) of the Physikalisch-Technische Bundesanstalt
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| 1. List of technical documents
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**ANNEX 1**

**General Terms and Conditions of Certification
(Allgemeine Zertifizierungsbedingungen - AZB)
of the Physikalisch-Technische Bundesanstalt (PTB)
for product certifications and QA approvals**

**Edition: March 2020**

These *General* *Terms and Conditions of Certification* regulate the certification of products, as well as the approval of the quality assurance of manufacturers, on the basis of a suitable certification scheme for which the *Conformity Assessment Body of the Physikalisch-Technische Bundesanstalt (PTB)* carries out conformity assessment procedures.

1. The contractual relationship between PTB's Conformity Assessment Body and the Customer commences with the issuing of a confirmation of the order[[1]](#footnote-1) by PTB and is valid until the validity of the associated certificate expires. To extend the certification (or the re-certification or re-approval), a new order is to be submitted to PTB by the end of the contract. PTB's certificate is valid only during the duration of the contract. The contract ends prematurely if PTB withdraws the certificate or if the Customer applies for the termination of the certification. The contract also ends prematurely if the granting of the certificate is refused. The usual end of the contract is the date of the written decision of PTB.

2. The subject matter of the contract are these *General* *Terms and Conditions of Certification (AZB)* as well as the contents of PTB's order confirmation, unless something else has been regulated preferentially by legal provisions, in particular by provisions under public law.

3. During the term of the contract, PTB carries out the evaluation and certification procedure and the surveillance measures stipulated by the respective certification scheme in order to determine whether the requirements for a certification are fulfilled. PTB will inform the Customer about legally relevant changes, as well as about changes of the certification criteria. PTB will render to the Customer also any other information which is of relevance for the conformity assessement procedure. If changes are pending which lead to a different evaluation on the part of the Certification Body, the way of proceeding will be agreed with the Customer. The cost and effort arising from this will be invoiced by PTB in accordance with paragraph 5 of these *General Terms and Conditions of Certification (AZB)*.

4. The Customer undertakes to comply with the requirements regulated in the relevant certification scheme and provides assurance, in particular, that

* he/she will promptly give information, in writing, about all the changes planned which affect the scope of the certification,
* the requirements for the certified product or for quality assurance in its certified or approved form will be fulfilled and that their compliance will always be ensured,
* the provisions of PTB for the certified product or for the approval of the quality assurance will be complied with,
* reviews and other surveillances of PTB which are necessary to correct any deficiencies in implementing the requirements for the certified product or for the recognized quality assurance, are accepted and cooperation is shown to the necessary extent,
* the documents and information necessary for assessments 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/experts at any time within usual business hours, also unannounced, if necessary,
* the certificate be used only in accordance with the scope of validity of the certification and not in a manner which would discredit PTB and/or would lend itself to compromising public confidence,
* he/she possesses the necessary marketing rights for the products which are to be assessed by the Conformity Assessment Body within the field of application of the certification.

5. To a certification for which an order has been placed, the relevant *Regulations Governing Charges of PTB* in the relevant valid version are to be applied. If the certification procedure is broken off or if the issuing of a certificate is refused, PTB will invoice the expenses incurred up to this time.

6. PTB is entitled to reduce the scope of, to suspend or to withdraw an issued certificate under the principle of proportionality, also after termination of the contractual relationship, provided that PTB discovers that the preconditions for certification, including the requirements for the maintenance of the certification, are not fulfilled permanently or profoundly by the Customer – unless the Customer ensures through suitable remedial measures the compliance with the conditions of issuance. PTB is also entitled to withdraw an issued certificate if the Customer does not fulfill his payment obligation fixed by the contract. 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.

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. Cases of doubt must be agreed between the Customer and PTB beforehand. In case of breaches, 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 PTB in connection with the certification. Such an objection is to be directed to PTB in written form within one month after notification of the decision.

Insofar as the objection is justified, PTB will provide suitable remedy without costs ensuing for the Customer. If the Customer objects wrongly and expenses are incurred by PTB during the investigation of the matter, then the Customer undertakes to reimburse the expenses on the basis of the relevant *Regulations Governing Charges*. PTB is open to complaints and provides assurance that these will be treated in accordance with the relevant internal quality procedure.

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

10. PTB will make certificates and information on issued and withdrawn certifications accessible to the public. Confidential information, in particular trade and business secrets are exempt from this measure. Such information is treated confidentially by PTB and is passed to Third Parties only upon agreement of the Customer or an authorized representative. This does not include facts that are already public or that do not require confidentiality based on their meaning or that underly regulatory obligation for publication. All staff of PTB is legally bound to confidentiality.

11. During the term of contract, each party may prematurely terminate this contract in written form, with immediate effect, if the other party does not – after an unsuccessful written warning with a suitable deadline – fulfil its obligations under this contract. The right to termination also applies,

* if the Customer, in spite of a reminder, does not render payment for the expenses claimed for the execution of the certification and surveillance,
* if the Customer files an application for termination of the certification, for example if the production of the products to which the certification applies is discontinued,
* PTB will, at any time, be entitled to an extraordinary right to terminate the certification contract for an important reason. In this case, PTB has to ensure by appropriate measures that the interests of the Customer will be preserved.

12. All disputes arising in connection with this contract (with the exception of the enforcement of 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 of the two parties appoints one arbitrator. These two appointed individual arbitrators must then 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 two 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)*.

13. These *"General Terms and Conditions of Certification (AZB) of the Physikalisch-Technische Bundesanstalt (PTB) for product certifications and QA approvals"* are applicable in addition to the *"General Terms and Conditions of Business (AGB) of the Physikalisch-Technische Bundesanstalt (PTB) for conformity assessments, testing, measuring and calibration services"* in their version valid at conclusion of the contract.

The preceding General Terms and Conditions for Certification are herewith accepted.

City: Date:

Legally binding signature: Company stamp:

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**ANNEX 2**

**List of technical documents**

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| Technical documentation: |
| No. | Category of Documents, document description and signature | Identification(No.) | pages | date(dd.mm.yy) |
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1. The term "order" in these General Terms and Conditions of Certification also includes applications for administrative acts and other services rendered within the scope of a contractual relationship with PTB. [↑](#footnote-ref-1)