# Application Form

**for the testing and certification of weighing instruments and modules of weighing instruments**

Please fill in the form and send it back to:

**Physikalisch-Technische Bundesanstalt
Conformity Assessment Body
Division 1.1**

**Bundesallee 100**

**38116 Braunschweig
GERMANY**

EU type examination according to NAWID Annex II Module B [ ]

EU type examination according to MID Annex II Module B [ ]

Type examination according to MessEG/MessEV [ ]

OIML-CS Certificate [ ]  OIML R

Parts certificate (PC) as per WELMEC Guide 8.8 [ ]  (including declaration of general use)

Evaluation certificate (EC) as per WELMEC Guide 8.8 [ ]

Notification of type modification1) 2) [ ]  Certificate number:

Notification about a modification of the order 1) 2) [ ]  Order number: PTB-1.12-

Pre-evaluation of software 2) [ ]  (for a later certificate)

Briefing in advance (to clarify open items) 1) 2) [ ]  (recommended)

Miscellaneous1) [ ]  (please fill the abstract!)

1) Please specify your order under "Short description" (see next page) to facilitate a quick processing.

2) The AZB do not have to be (re)signed.

Note:
For each instrument or module category, please use a single application form.

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

Short description of the order or the order change**:**

*(Please describe briefly the technical reasons.)*

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| **Type of the measuring instrument or of the module** |
| **1. Description of** [ ]  the measuring instrument[ ]  the module**Designation:**      **Type(s):**      **Remarks:**                       *(If the space provided is not sufficient, please enclose attachments.)* |
| **2. Instrument category / module category** |
| **NAWID****(2014/31/EU)** | [ ]  mechanical[ ]  electromechanical[ ]  for direct sales to the public |
| **MID Annex VIII****(2014/32/EU)** | [ ]  Chapter II: Automatic catchweighers[ ]  Chapter III: Automatic gravimetric filling instruments[ ]  Chapter IV: Discontinous totalisers[ ]  Chapter V: Continous totalisers[ ]  Chapter VI: Automatic rail weighbridges |
| **OIML** | [ ]  OIML R51 Automatic catchweighers[ ]  OIML R60 Metrological regulation for load cells[ ]  OIML R61 Automatic gravimetric filling instruments[ ]  OIML R76 Nonautomatic weighing instruments and modules thereof |
| **MessEG/MessEV** | [ ]  Automatic instruments for weighing road vehicles in motion and measuring axle loads  |
| **WELMEC-Guide 8.8** | [ ]  Indicator (WELMEC- Guide 2.1)[ ]  Point of sale device (WELMEC- Guide 2.2) [ ]  Load cell (WELMEC- Guide 2.4)[ ]  Display and control terminal (WELMEC- Guide 2.5)[ ]  Data storage device (WELMEC-Guide 2.5) |
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| **3. Technical specifications** *(standards or normative documents applied and deviations from these – with status of issue)*                     |
| **4. Accuracy class if applicable** *(as per Annex I of NAWID or Annex MI-006 of MID)*      |
| **5. Climatic environments** *(as per NAWID, Annex I, No. 7.2 or MID Annex I, No. 1.3.1)*Temperature range from       °C to       °C |
| **6. Mechanical environments** *(as per MID Annex I, No. 1.3.2)*Not applicable to weighing instruments       |
| **7. Electromagnetic environments** *(as per MID Annex I, No. 1.3.3)*Class E2 (industry) [ ] Class E3 (industry + road vehicles networks) [ ]  |
| **8. Other conditions of use that may to be considered**      |
| **9. Duarbility** *(as per MID Annex I, No. 5)*Estimated period of stability of metrological properties:       |

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| **10 Documents, information and samples to enclose** *(see Annex 2)** The technical documents described in 2014/31/EU, Module B, No. 1.3 c) or 2014/32/EU, Article 18, paragraph (3) as well as applicable OIML recommendations and of EN 45501 such as, for example:
* a general description of the measuring instrument;
* a list of the components that are part of the type to be certified;
* drafts, drawings, constructional drawings of components, modules, circuits, etc.;
* manufacturing procedures by which a consistent production is ensured;
* if applicable, a description 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;
* Risk analysis and risk evaluation;
* if applicable, any EC type-examination certificates or EC 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;
* indication of the locations where seals and markings will be applied;
* operating manual.

The documents must make it possible to assess whether the instrument conforms to the applicable requirements of this Directives or OIML recommendations. As far as relevant for the assessment, the documents cover the design, the manufacture and the operation of the instrument.* Specimens that are representative of the envisaged production;
* Proof of the adequacy of 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 harmonized standards or normative documents referred to in NAWID Article 12 or MID Article 14 have not been 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.

If modules are used which have already been assessed according to WELMEC Guide 8.8, PTB may directly turn to the body which has been responsible for the assessment of this module and ask them to provide the respective documents.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. |
| **11. Declaration about Parts and evaluation certificates** *(as per WELMEC Guide 8.8)*We have accepted that* The technical documents and the evaluation report will be sent to authorities of the market surveillance of member states if they request so as per article 19 of regulation EC 765/2008;
* The manufacturer of the weighing instrument that incorporates the module shall be supplied with all technical data necessary to prove compatibility with other parts, interfaces and sub-assemblies, as required in the OIML recommendations, the harmonized standards, normative documents, WELMEC guides and / or compatibility forms;
* The applicant shall make sure that any module that he supplies with regard to a parts certificate or an evaluation certificate conforms to the pattern that has been evaluated and certified;
* The applicant shall inform the notified body who has issued the parts certificate or the evaluation certificate about all modifications of the module that might affect the conformity or the conditions of validity of the parts certificate or of the evaluation certificate. Another evaluation may be necessary that leads to a revision of the parts or evaluation certificate. The applicant shall inform the manufacturer of the weighing instrument which incorporates the module about the modifications;
* The applicant may not affix the supplementary metrology markings as per MID or NAWID onto the module. Moreover, the applicant may not utter any statement with regards to conformity to MID or NAWID on basis of the issued parts or evaluation certificate. However, the number of the parts / evaluation certificate may be affixed onto the module.
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**DECLARATION:**

We declare that the same application has not been lodged with any other notified body and that we have accepted applicable conditions mentioned above.

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 a 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
(technical documentation to the certificate)**

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| Technical documentation to the certificate: |
| No. | Type of document, description and designation | Identification(No.) | Pages | Date(TT.MM.JJ) |
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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)