

Terms and Conditions of Certification
(Zertifizierungsbedingungen – ZBE)
of the Physikalisch-Technische Bundesanstalt (PTB)
for Unit Verifications

Edition: March 2020

These *Terms and Conditions of Certification* regulate the certification of products on the basis of a unit verification carried out by the *Conformity Assessment Body of the Physikalisch-Technische Bundesanstalt (PTB)*.

1. The contractual relationship between PTB's Conformity Assessment Body and the Customer commences with the issuing of a confirmation of the order by PTB and is valid until the end of the conformity assessment procedure.

2. The subject matter of the contract are these *Terms and Conditions of Certification (ZBE)* 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 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 assessment 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 *Terms and Conditions of Certification (ZBE)*.

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

- the requirements for the certified product will be fulfilled in their certified form and that their compliance will always be ensured,
- the provisions of PTB for the certified product will be complied with,
- reviews of PTB which are necessary to correct any deficiencies in implementing the requirements for the certified product, 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 is granted to PTB-commissioned inspectors for inspection purposes,
- 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 or to withdraw an issued certificate of conformity 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 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 of conformity 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 of conformity 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 of conformity.

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 of conformity 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. Legal regulations mandatory in individual cases apply preferentially.

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.

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)* on the application of one of the parties.

13. These "*Terms and Conditions of Certification (ZBE) of the Physikalisch-Technische Bundesanstalt (PTB) for unit verifications*" 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 Terms and Conditions for Unit Verification are herewith accepted.

City:

Date:

Legally binding signature:

Company stamp:
