

**Testing-, Registration- and Certification Regulations of DIN CERTCO GmbH**

(Version: 1st May 2020)

**1 General**

- (1) DIN CERTCO offers test services, certifications, registrations, as well as recognition services (called services in section 1 to 13). These services and test results result in a certificate, notice of registration, recognition certificate (called a licence in section 1 to 15).
- (2) DIN CERTCO operates on the basis of European and international standards (DIN EN ISO/IEC 17000 series).

**2 Marking**

- (1) The product must bear the name of the manufacturer/distributor or a legally protected and registered manufacturer's mark. If a marking is not possible, the information must be indicated on the packaging. This also applies to other provided services.
- (2) When issuing the licence, DIN CERTCO shall issue a registration number for the traceability and identification of the product/service/person/qualified enterprise.

**3 Property rights**

- (1) DIN CERTCO shall remain the sole owner of the licence. A licence shall only become valid if the respective fees have been paid and shall only remain valid while the ongoing fees are paid in accordance with the prevailing schedule of fees.
- (2) The licence issued by DIN CERTCO may only be published in its complete form and may only be used for the purposes of publicity. This shall not include annexes to the licence which contain particular compositions or information which is marked as confidential by the client.

**4 Changes and additions**

The client shall advise DIN CERTCO about any important changes which have a bearing on the scope and nature of the service. This shall apply, in particular, to changes in trading name and the service in question.

**5 Suspension**

DIN CERTCO shall reserve the right to suspend the licence for a fixed period of time if it has legitimate reasons to do so. The client shall be advised accordingly in writing. During this period, the client may not use the mark and the associated registration number and may not circulate products bearing the mark and registration number.

**6 Expiry**

- (1) The permission to use the licence and the associated right to use the mark shall expire on the date indicated on the licence. The permission to use the licence shall expire prior to the end of its regular period of validity in the event of any breaches of these Terms and Conditions of Business or supplementary documents. If the requirements upon which the service is based, for example, a standard, is withdrawn or amended, DIN CERTCO shall decide whether the permission to use the licence shall expire.
- (2) Written notification shall be provided that the permission to use the licence and the associated right to use the mark has expired. Upon expiry of the permission to use the licence, the client shall undertake to return the licence to DIN CERTCO.

**7 Use of the mark**

- (1) With the award of a licence and registration number, DIN CERTCO may also grant the right of usage for certain marks, if the requirements according to the certification scheme and other applicable documents are met which may only be used in connection with a valid licence. DIN CERTCO shall provide a template of the mark which may be reproduced on request.
- (2) Any fraudulent use of marks shall be prosecuted with all legal means available. Marks may only be used in their original form. Any mark may only be modified proportionally in terms of its size. Deviating from the colour design in the template may be allowed but only to depict the mark in mono colouring.
- (3) The marks may be used, for example, in marketing material and on packaging, only in direct connection with the product, service, person, and qualified enterprise for which the mark has been issued.
- (4) The client shall refrain from anything which may damage the public perception of the mark. This includes, for instance, using the mark for products or services which do not meet the requirements or using the mark or the registration number for products or services which are not certified/registered.
- (5) The registration number and the reference of publication on the internet must always be indicated in written form beside the mark. As an exception, the registration number

may be indicated elsewhere with the express permission of DIN CERTCO.

- (6) DIN CERTCO shall be entitled to prohibit the fraudulent use of the mark and use of a registration number, as well as to assert claims for compensation where necessary. In addition, it may publish details of the fraudulent use of marks on a blacklist on the Internet.

**8 Mark surveillance and special testing**

- (1) The correct use of the licence or mark shall be monitored by DIN CERTCO. If DIN CERTCO discovers an abusive use of the licence, it shall implement the necessary steps to eliminate the noncompliance (for example special audits).
- (2) A special audit may be conducted at the legitimate instruction of DIN CERTCO, if DIN CERTCO reaches the assumption, that the client has not adequately managed to comply with the quality requirement, or at the request of third parties, if they have a particular interest in ensuring that the market continues to operate correctly, in terms of competition or quality.

**9 Complaint management**

- (1) The client shall be required to keep a list of all the complaints made known to it in respect of certified/registered products or services. This duty of documentation shall extend throughout the validity of the licence.
- (2) Following expiry of the permission to use the licence, the records must be retained for ten years. The list must be made available to DIN CERTCO at any time on request for examination.

**10 Publication**

DIN CERTCO shall keep a list of the certified/registered products or services, keep it up-to-date and make it accessible to the general public. All data contained on the licence shall constitute part of the database research available on the website [www.dincertco.tuv.com](http://www.dincertco.tuv.com).

**11 Retention**

In the absence of any statutory regulation to the contrary, the period of safekeeping of the corresponding documentation is ten years after expiry of the permission to use the licence or, in the case of EC licences of conformity, five years after the final placing of the products on the market.

**12 Appeals**

- (1) If clients or third parties are not in agreement with decisions, appeals may be lodged within 30 days of receipt of the decision, submitted to the Management of DIN CERTCO by registered mail.
- (2) If agreement is not reached within two months of receipt of the appeal, an arbitration committee may be established at the request of the appellant within 60 days. The arbitration committee shall comprise a total of five members. It shall comprise two members who are nominated by the customer, two members who are nominated by the Management of DIN CERTCO and the chairperson or a member of the competent certification committee or steering committee instructed by the chairperson.
- (3) The committee shall be chaired by the member of the competent certification committee or steering committee. The arbitration committee shall reach its decision within 90 days on the basis of a simple majority. Thereafter, the party affected shall have recourse as allowed at law.

**13 Test services**

- (1) DIN CERTCO offers test services of various kinds. The tests are conducted with great care on the basis of a quotation or order in accordance with the recognised state of the art.
- (2) The client shall undertake to provide an adequate quantity of test samples in an impeccable state. DIN CERTCO shall then conduct the tests, record the results and make the test results available to the client in the form of a test report. DIN CERTCO shall retain the samples for documentation purposes.
- (3) DIN CERTCO shall be entitled to dispose of samples and specimens which are not required and which had been sent for test purposes after finalizing the tests, unless otherwise advised in writing by the client.
- (4) DIN CERTCO shall only be liable for the loss of test samples as a result of testing, burglary, theft, water, fire or transport if it is accused of gross negligence.
- (5) The client may only forward test reports in their complete form.

**14 Certification****14.1 General**

- (1) In the course of certification, DIN CERTCO shall provide licences or certification marks which document the fact that a product/service/person/qualified enterprise is in compliance with specified requirements.
- (2) In the following, licences shall also include EC type examination certificates.
- (3) DIN CERTCO also offers separate test services limited to a few areas of application, such as technical tests on products, as well as testing business models and business workflows.
- (4) The CE mark and the GS quality mark are used in accordance with announcements made by the Federal Minister for Employment and Social Affairs of Germany.

**14.2 Principles of certification**

- (1) The principles underlying certification are the special requirements placed upon products/services/persons/qualified enterprises. These requirements are generally specified in DIN standards or similar specifications and are agreed between the parties in individual cases in the form of certification schemes. The customer bears sole responsibility for compliance with other requirements, in particular also those of a statutory nature.
- (2) With its order, the client shall submit all documentation named in the respective certification scheme, either at the time or afterwards. This shall include, for example, technical specifications, a power of attorney and a declaration of understanding by the manufacturer if the client is not the manufacturer, as well as a valid tax identification number or, in the case of non-EU countries, a completed company record.
- (3) The certification shall include the conformity test, the conformity assessment, the award of a licence and, where necessary, the award of the right to use a certification mark. Ongoing conformity surveillance shall then commence after that. All activities shall be performed by DIN CERTCO itself or by third parties instructed to act by DIN CERTCO.

**14.3 Initial test/ assessment**

The initial test is a type test (design test) and determines whether the product meets the specified requirements. The samples for this are generally taken by DIN CERTCO from ongoing production or from the warehouse. The initial assessment is performed as a visual inspection.

**14.4 Test report/inspection report**

A test/inspection report shall be compiled by the test laboratory, or assessor/inspector/auditor who has been instructed to act on behalf of the test laboratory. At the time of certification, this test/inspection report may generally not be more than six months old and must be presented to the certification body in its original form. Reports may be submitted in PDF format, provided they come directly from the test laboratory.

**14.5 Validity**

The licence shall be valid for five years unless otherwise specified in the certification scheme or in other reference documentation. The client shall undertake to arrange a renewal test, or to permit DIN CERTCO to carry this out, in good time prior to the expiry of the permission to use the licence.

**14.6 Renewal**

- (1) Certifications may be renewed provided there have been no significant changes in the product/service/person/qualified enterprise. Renewal generally takes place under the same registration number.
- (2) Subject to a positively completed conformity assessment and complete documentation of the assessment, a new certificate will be issued, unless otherwise specified in the relevant certification scheme.

**14.7 Changes**

A supplementary inspection is carried out if, for example, there have been changes in the basis for testing or additions, extensions or changes are made to a certified product and they affect its conformity with the underlying requirements.

**14.8 Conformity surveillance**

- (1) The customer must implement suitable quality assurance methods in order to ensure that the characteristics verified during certification remain of the same quality. In the case of products or services, this may be ensured through direct self-monitoring, as well as through measures under a quality management system in accordance with

- DIN EN ISO 9001. Records shall be presented at the request of DIN CERTCO. The records shall be retained for ten years.
- (2) If the outcome of an inspection is negative, the client must take all steps immediately to rectify the defect. Defective products must be marked and removed from the process. The inspection must be repeated at regular intervals to establish whether the defect has been rectified.
  - (3) DIN CERTCO shall check production and testing facilities at regular intervals within the scope of inspections and, where relevant, check the effectiveness of the quality management system. Furthermore, DIN CERTCO shall take samples for the purposes of testing.
  - (4) If defects are identified in a product or services that have been certified once it is on the market, the client shall receive a written notice from DIN CERTCO to rectify the defect.
  - (5) If defects are identified that have a direct or indirect effect on the safety, hygiene or correct functioning of the product, the client must ensure that the product no longer displays the certification mark until the defects have been rectified. The defects must also be rectified immediately for all products in stock or those already installed. The client must present a special test report to DIN CERTCO within four weeks as proof that the defects have been rectified and that the product in question once again meets the requirements that have been set. If the client fails to meet the specified deadline, both the licence and the authorisation to use the certification mark shall be withdrawn.
  - (6) If the defects do not affect the safety, hygiene or correct functioning of the product, the client must use suitable means to prove to DIN CERTCO within four weeks that the defects affecting the product in question have been rectified.
  - (7) If grounds for complaint persist, DIN CERTCO shall suspend the permission to use the licence and, at the same time, set the client a final deadline for rectifying the defects. If the client fails to meet this deadline or does not meet it in good time, the licence shall be revoked. This also applies if it fails to prove that the defect has been rectified. If the defect is rectified within the specified deadline or if DIN CERTCO is given proof that the matter has been resolved, the suspension may be lifted again.
  - (8) The nature and scope of a special test shall be defined by DIN CERTCO in each case with due regard for the intended purpose. If defects are discovered during a special test, the client shall be responsible for paying the costs associated with the special test procedure. If no defects are discovered in special tests which are carried out at the request of third parties, the costs shall be borne by the third-party body which requested testing.
- 15 DIN-registrations**  
**Conditions for the registration of markings on products and services using the association mark**
- (1) Persons and companies may have products and services, which conform to the existing DIN or DIN EN standards and other usage requirements which are legitimately applied, registered with DIN CERTCO Gesellschaft für Konformitätsbewertung mbH - hereinafter called DIN CERTCO - for marking with the DIN, DIN EN or DIN EN ISO association marks.
  - (2) A condition for registration is that the persons and companies named in paragraph (1) have stated that they distribute or offer the products and services themselves and have indicated which DIN or DIN EN standards they conform to. The applicant shall undertake to take no action which may damage the public perception of the DIN, DIN EN or DIN EN ISO marks, such as using the mark for products or services which do not conform to standards or which do not meet usage requirements which are legitimately applied or using a registration number for products or services which are not registered.
  - (3) To the extent that the conditions specified in paragraph (2) are met, the products and services reported shall be registered by DIN CERTCO for conformity with the specified DIN or DIN EN standard following a review of the application documentation. The applicant shall receive a notice of registration with a registration number which it may use in connection with the DIN, DIN EN or DIN EN ISO mark for the registered products and services.
  - (4) DIN CERTCO shall reserve the right to prohibit the fraudulent use of marks and the fraudulent use of a registration number, as well as to assert claims for compensation, where applicable.
  - (5) The registration of products and services which are marked with the DIN, DIN EN or DIN EN ISO association marks denotes their conformity to standards and shall be subject to the payment of fees in accordance with the prevailing schedule of fees of DIN CERTCO. Use of the association marks is dependent upon payment of the registration fees, as well as ongoing fees (usage fee for the calendar year).
  - (6) The notice of registration shall apply in each case for a period of one year and shall be extended automatically by implied agreement if it is not cancelled by the applicant. Cancellation shall be made known to DIN CERTCO in writing 30 days before the end of the calendar year.
- 16 Recognition of test laboratories, inspection bodies, training centres and auditors, assessors/inspectors**
- (1) Certification processes and test procedures shall include cooperation with suitable (competent) test laboratories, surveillance bodies, inspection bodies, training centres and external assessors/inspectors and auditors.
  - (2) The assessment of test laboratories shall be based on the international standard DIN EN ISO/IEC 17025. The assessment of inspection bodies shall be based on the international standard DIN EN ISO/IEC 17020. The assessment of training centres is based on the international standard DIN EN ISO/IEC 17024. The competence of assessors/inspectors and auditors shall be verified with regard to DIN EN ISO 19011.
  - (3) Assessors/inspectors and auditors must possess product-specific and production expertise and experience in the relevant area of recognition, and also be competent in audit procedures. It is essential that they also possess knowledge of the specific standards and certification-related documents, as well as of the certification procedure.
  - (4) During the assessment of test laboratories/inspection bodies/ training centres, accreditations issued by independent accreditation bodies or recognitions (often also referred to as provisions, designations, notifications) issued by official bodies shall be taken into consideration.
  - (5) However, allowance for this shall not be regarded as a substitute for recognition by DIN CERTCO and for fulfilment of any other factors, such as access to suitable equipment on the test stand, the presence of concluded insurance policies covering liability in the event of defects, regular testing and surveillance performance, participation in Round Robin Tests, as well as exchange of experience, neutrality and independence.
  - (6) If the test laboratory is already in possession of relevant accreditation or the inspection body for the requested area of testing, a simplified recognition process, which is generally limited to an assessment of the accreditation documents, as well as of the clients QM manual, may be conducted. Otherwise, an assessment generally has to be conducted on site. DIN CERTCO may also engage the services of external assessors to conduct this, where appropriate.
  - (7) If the outcome of the assessment is positive, a certificate of recognition or a letter of recognition shall be issued.
  - (8) A test laboratory, inspection body, training centre or an assessor/inspector/auditor which or who are recognised by DIN CERTCO shall be subject to regular surveillance in order to ensure that the test laboratory or inspection body or the assessor/inspector/auditor continue to meet the requirements for recognition.
- 17 Damages and Reimbursement of Expenses**
- (1) DIN CERTCO is not liable for damages or reimbursement of expenses on whatever legal grounds - in particular due to defects, breach of duties arising from the contractual relationship or tort. This applies in particular, but not exclusively, to claims for damages due to lost sales or profits, financing costs as well as damages as a result of business interruption or loss of production.
  - (2) This exclusion of liability according to section 17.1 does not apply in the case of a) intent or gross negligence, b) liability for guaranteed quality characteristics, c) liability on the basis of the Product Liability Act and d) culpable injury to life, body or health. In addition, DIN CERTCO is also liable in accordance with legal provisions in the event of a breach of essential contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose observance the client regularly relies and may rely.
  - (3) Insofar as DIN CERTCO is not liable for intent or gross negligence, injury to life, body or health, for guaranteed quality characteristics or under the Product Liability Act, DIN CERTCO's liability in the event of a breach of essential contractual obligations is limited to the foreseeable damage typical for the contract.
  - (4) Insofar as liability under this section 17 is excluded or limited, this shall also apply to the personal liability of the employees, representatives, governing bodies and other employees of DIN CERTCO and its third party or independent agents.
  - (5) The limitation period for claims for damages and reimbursement of expenses shall be governed by legal provisions.
  - (6) No change in the burden of proof to the detriment of the client shall be construed with the above mentioned provisions.
  - (7) Unless otherwise contractually agreed in writing, DIN CERTCO shall only be liable under the contract to the client and, if applicable, to a third party explicitly named in writing in the contract. Liability towards other third parties is excluded with the exception of liability in tort.