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1. Purpose/Scope

1.1 DEKRA EXAM GmbH – hereinafter referred to as 'DEKRA' – is a certification body for management systems in the scope of the following certification schemes:

- ATEX Directive 94/9/EC
- IECEx Scheme IECEx 02
- Machinery Directive 2006/42/EC
- PPE Directive 89/686/EEA

1.2 The provisions stipulated herein apply to all certification schemes for management systems operated by DEKRA and contain the requirements which clients have to meet in order to obtain or to maintain a certification.

1.3 The certification body shall be responsible to obtain sufficient objective evidence which is mandatory to provide a basis for the decision on a certification. Based on the evaluation of the evidence, the certification body shall decide whether the certificate is issued as sufficient conformity has been proven, or whether the certificate is not issued nor maintained as sufficient conformity has not been proven.

2. Application procedure and contractual agreement

2.1 Request and expert discussion

If requested by the client, an expert discussion can be held which contains, for example, the following:

- information on content, procedure and cost structure of the certification scheme;
- explanations regarding the applicability of standards and other normative documents according to which the management system will be evaluated, assessed and certified;
- clarifying the scope of the intended certification;
- rights and duties of both the client and of DEKRA resulting from the certification of the management system.

2.2 Application and assessment of the application

2.2.1 The client shall provide, without restriction, DEKRA with all information required for one of the following:

- initial certification;
 - recertification;
 - takeover of an existing certification;
 - extension of the scope of an existing certification or
 - restriction of the scope of an existing certification.
- To fully execute the certification of his management system regarding one of the above, the client shall provide the following:
- the requested scope of the certification;
 - the general details of the client (e.g. his name, company, address[es] of their physical locations, relevant aspects of his processes and operation, decisive legal obligations);
 - general information on the scope of certification applied for (e.g. tasks, personal and technical resources, functions and, where applicable, relations within a larger corporation);

- information on any outsourced process that is utilised by the client and that may affect the conformity and its requirements;
- the standards or requirements according to which a certification is pursued;
- information on the use of consulting services regarding the management system.

2.2.2 All information provided by the client shall be assessed by the certification body. Where information is incomplete, faulty or unclear, DEKRA will inform the client and request the rectification or completion of the information concerned.

2.2.3 The certification body shall refuse to perform a certain certification if it shall deem itself as not having the necessary competencies or skills to do so or if the required and necessary information to evaluate the application have not been provided completely even after repeated request by DEKRA.

2.3 Audit schedule and agreement

2.3.1 Based on the information provided in the application evaluation, DEKRA shall develop the audit schedule. The general audit schedule comprises a two-stage initial audit, surveillance audits in years one and two as well as a re-certification audit in year three immediately before the initial certificate ceases to be valid. The three-year cycle of the certification shall commence with the certification body's decision on issuing the certification or the re-certification. DEKRA shall document the scope of the certification, the audit scheme and the cost in an 'Offer', which the client will receive together with DEKRA's 'General Terms and Conditions'.

2.3.2 The certification process for a particular management system shall commence once an effective agreement has been entered. The client shall not instruct any other body with the certification of this management system.

3. Audit and certification process

3.1 Audit preparation

3.1.1 DEKRA shall select one or several auditors as well as experts, if necessary, who hereinafter are referred to as the 'audit team'. The audit team members will have the competencies needed to perform an audit on the management system in question. The client shall be given the names of the audit team members. These members are obliged to apply strict neutrality and absolute confidentiality regarding the information provided during the audit. Within four working days after an audit team member has been appointed, the client will have the opportunity to object to this appointment in writing if he deems an independent and objective audit by this person cannot be ensured. If the objection is justified, DEKRA shall appoint a new member for the audit team.

3.1.2 Once the audit team has been finally appointed, the members of the audit team shall be formally assigned by DEKRA. The members of the audit team are only allowed to take on the assignment if they are of the opinion that an independent and objective auditing process can be ensured.

3.1.3 The audit team leader shall receive all documents relevant for planning and conducting the audit. The audit team leader is entitled to require from the client any part of documentation on the management system as well as any additional documents needed for planning and conducting the audit. The client has to provide all necessary information and documentation in both English and German in accordance with the requirements of the relevant certification scheme

3.1.4 The audit team leader shall agree the audit plan/appointments with the client and create an audit plan. This audit plan shall be submitted to the client at least five working days before the actual auditing begins. The audit plan provides the basis for the conduction and timing of the audit activities on site.

3.2 Audit for initial certifications

3.2.1 The initial assessment will be conducted in two stages.

3.2.2 The purpose of the audit at stage 1 is to ascertain the client's suitability for certification. Parts of the stage 1 audit shall be performed on site, and the client will receive an 'Audit Report Stage 1' on the audit findings.

3.2.3 The purpose of the audit at stage 2 is to assess the implementation on site including the effectiveness of the client's management system. The stage 2 audit can be conducted immediately after the stage 1 audit. However, there is the risk that the stage 1 audit may identify weak points which could be assessed as a non-conformity during stage 2, in which case the stage 2 audit cannot be immediately conducted after stage 1. Such weak points will be documented in an Audit Report. In such cases a break shall be agreed between the client and the audit team leader considering the time needed by the client to resolve the weak points. The gap between the stage 1 audit and the stage 2 audit shall be no longer than six months.

3.3 Conduction of the on-site audit

3.3.1 The auditing shall begin with an introductory discussion with the client's management staff which has the purpose to explain – among others – the purpose of the audit; the criteria on which the audit is based, and the audit plan. The audit shall be used to examine and verify the structure, the principal regulations, processes, procedures, records and pertinent documents related to the management system. The team have to determine that all requirements relevant to the intended scope of the certificate have been met, and that the processes and procedures have been effectively introduced, implemented, and maintained in order to establish a basis of trust in the management system. Furthermore, the audit team have to inform the client – with regard to his own measures – on any discrepancy between the principal regulations, objectives and specifications of the client on the one hand and the principles and results expected with regard to the applicable standard(s) on the other. The audit objectives are as follows:

- to determine whether the client's management system or parts of this management system conform with the audit criteria;
- to assess the ability of the management system to ensure that the client organisation shall comply with the applicable legal, official, and contractual requirements;
- to assess the effectiveness of the management system regarding the ascertainment that the client's organisation shall meet its defined objectives permanently;
- to name areas where the management system can be improved provided such areas have been identified.

The auditing process will end with a final discussion between the audit team and the client's management. In this discussion the audit will present the result of the audit and inform on how to proceed.

3.3.2 If non-conformities are identified during any audit, the audit team shall document the non-conformities identified in a 'Non-conformities Report' that has to be countersigned by the client. Where possible, the intended corrective measures will be defined on site by the client and also documented in the Non-conformities Report. By signing this Report, the respective audit team leader shall confirm whether the measures intended are principally suitable as corrective action. If necessary, the client shall be given the time needed to analyse the cause of the non-conformity and to define suitable corrective measures; usually, a period of two weeks is deemed as sufficient. The non-conformities identified are to be resolved within a period of 90 days maximum. The Non-conformities Report shall state the periods agreed for implementing the corrective measures.

3.4 Follow-up work related to the audit

3.4.1 The effectiveness of the corrective actions and measures taken has to be assessed by the audit team leader, either by inspecting the documentation provided by the client or by verifying the measures on site if needed. The audit team leader shall sign the Non-conformities Report to confirm that the corrective measures have been implemented in compliance with the requirements. The audit team leader is also entitled to demand remediation of the corrective measures submitted by the client. The client shall be invoiced with the cost of a significantly higher audit effort that becomes necessary due to such corrective measures.

3.4.2 If the period assigned to implementing the corrective action is not observed or if the client's documentation is that insufficient that the corrective measures cannot be assessed by the audit team leader, a follow-up appraisal may become necessary. Non-critical deviations may lead to imposing obligations that have to be met in a given period of time. Only once the corrective actions and measures have been accepted, the audit procedure will be resumed.

3.4.3 The audit team leader shall document the audit findings and conclusions identified in an Audit Report and shall submit this report, if necessary, together with the pertinent Non-conformities Report to the certification body.

3.5 Certification

3.5.1 For the decision on the issuance of a certificate a certification committee shall be formed which is headed by the head of the certification body. This committee may consist of one or several auditors and/or experts. The certification committee shall represent the competencies needed for the respective decision on issuing the certificate intended (certification competency, audit competency and business competency). The certification body shall ensure that the members of the certification committee who will decide on the issuance of the certificate are not identical with the people who have performed the audits.

3.5.2 The certification committee shall assess the audit findings and conclusions as presented in the Audit Report and, if necessary, any pertinent Non-conformities Reports, and any other relevant information (e.g. publicly available information, statements made by the customer on the Audit Report, etc.). If the assessment has a positive result, a

certificate will be issued which will be valid for a period of three years maximum commencing on the day the certification decision was made; during this period, surveillance tasks shall be performed in accordance with the respective certification scheme.

3.6 Surveillance tasks

3.6.1 In order to maintain the certificate any successful initial certification audit or recertification audit has to be followed by surveillance tasks in accordance with the respective certification scheme. The first surveillance tasks shall be performed not later than twelve (12) months after the last day of the stage 2 of the audit.

3.6.2 Surveillance tasks may include the following:

- queries the certification body has to the certified client regarding aspects of the certification;
- assessment of details provided by the client regarding his activities (e.g. advertising material or websites);
- requests to the customer to provide documents and records (as hard copy or electronic format);
- surveillance audit on site, and
- any other means needed to survey the effective performance of the certified client.

3.6.3 A surveillance audit on site may include the following:

- internal audits and management assessments;
- an evaluation of the measures taken regarding non-conformities, and improvements which were identified during the previous audit;
- dealing with complaints;
- the effectiveness of the management system regarding the targets to be reached;
- the progress made on activities that aim at continual improvement;
- the continual control and steering of the operations;
- the assessment if changes, and
- the use of marks and /or other references to the certificate (see '13 Use of certificates and conformity marks' (DEKRA Seal, GS mark, IECEx conformity mark)', and '14 Use of the DEKRA name and the DEKRA logo').

3.6.4 If a surveillance audit is the initial audit conducted by DEKRA (e.g. in case an existing certification is taken over), the audit shall also include the auditing of the management system documentation to be examined before the on-site audit is conducted.

3.6.5 The 'Audit preparation' (see 3.1), the 'Conduction of the on-site audit' (see 3.3) and the 'Follow-up work related to the audit' (see 3.4) are carried out in accordance with the procedures described in the relevant clauses.

3.7 Recertification

3.7.1 In due time before a valid certificate expires, the client will be offered a recertification that allows to extend the existing certificate for another three years.

3.7.2 The recertification audit shall be scheduled in such a manner that, in case any non-conformities or lack of evidence of the conformity are identified, the deadlines for rectifying those by corrective actions and measures will be set to a period before the existing certificate expires.

3.7.3 If a recertification audit is the first audit conducted by DEKRA (e.g. in case a certifying procedure has been taken over), then the audit shall also include the auditing of the management system documentation to be inspected before the on-site audit is conducted.

3.7.4 The procedure of recertification audits complies with the procedures described in clauses 3.1 through to 3.5; however, an audit of stage 1 shall only be carried out if there are significant changes in the management system, at the client's or in conjunction with how the management system works (e.g. changes in the legislation).

4. Multiple-site audits

4.1 If a client operates at several sites, even though the different sites may be separate legal entities, it is possible to certify the entire management system for all sites by using the sampling method, provided the following conditions are met:

- all sites principally apply identical or similar processes which are carried out using similar methods and procedures; where the processes are not similar, they must be clearly interconnected.
- the client's management system is centrally administrated according to one centrally managed plan and is subject of one central management assessment.
- all pertinent sites (including central administration) are subject to the internal audit scheme of the client and are audited according to this scheme.
- the head office of the client has established a management system in compliance with requirements of the certification scheme to which the audit is subject, and the entire organisation of the client complies with those requirements.

- the client is able to gather data from all sites – including the head office – and from the respective site management and is also authorised and able to initiate required organisational changes.

The number of samples to be taken derives from the number of sites included in the audit. The head office is subject of every audit. The certification body shall select those sites that will be part of the audit. Nevertheless, the internal audit reports of all sites have to be presented during the auditing process.

4.2 There is the option to consider only one part of the sites in the management system. If that is the case, then only those sites shall be subject to the certification procedure. Moreover, during the three years of a certifying cycle additional sites can be included in the scope of the certificate. If that leads to a change of the sampling volume to be audited, a new offer shall be submitted by DEKRA. If any sites are excluded, the certification body shall be informed of this immediately. However, during a certifying cycle it shall not be possible to exclude sites which are likely not to meet the requirements of the certification.

4.3 A prerequisite of the certification is that the requirements specified in the respective standard(s) are met at all sites. The 'Certification' (see 3.5) is carried out in accordance with the procedures described. Either the certificate itself or an annex of the certificate shall list all sites included in the certification; each site shall receive its own certificate.

4.4 The certificate shall be revoked for all sites if one of the sites included fulfil the requirements under which a certificate can be revoked (see '6 Extension, termination, restriction, suspension or revocation of the certification').

5. Audits for a special purpose

5.1 Extension of the scope

Any extension of the scope of a certificate that has already been issued requires a separate application (see 2.2). The formal and technical evaluation of the application will define the audit tasks that are necessary to determine whether the extension can be granted or not. Extension applications can be handled either as part of a scheduled surveillance audit or as an audit independent of this schedule. In exceptional cases that provide good reason the decision can also be made based on the examination of documents. Any application for extension as part of a surveillance audit has to be submitted to DEKRA not later than eight weeks before the scheduled date of the surveillance audit.

5.2 Audits performed at short notice

The certification body may conduct audits at short notice at the certified client's premises in order to investigate complaints or in response to changes implemented by the client which may affect the effectiveness of the management system or in response to a suspension of the certificate (see 6). In such cases the certified client shall be informed in writing and prior to the visit of the conditions under which the short-notice on-site audit will be performed. If audits are performed at short notice, the client has no opportunity to raise objections concerning any members of the audit team.

6. Extension or restriction of the scope, termination, suspension or revocation of the certification

6.1 Any extension of the scope of a certificate that has already been issued requires a separate application (see 2.2.1) and shall be executed according to the provisions stipulated in clauses 2.2.2 ff.

6.2 A certificate shall be suspended by the certification body in the following cases:

- the certified management system permanently or substantially fails to comply with the certification requirements including the requirements regarding the effectiveness of the management system;
- the certified client or a specific site – in case of multiple-site audits – refuses the performance of the surveillance tasks or recertification audits of the management system at the required intervals or within the required periods;
- the certified client himself asks for a suspension of the certification;
- the client does not implement the measures specified by the certification body to remediate the non-conformities in due time;
- the client deceives or attempts to deceive the certification body or its authorised representative;
- the client does not fulfil his payment obligations as towards DEKRA within the agreed periods;
- the client improperly uses either the certificate or the conformity mark, for example, in one of the following circumstances:
 - the mark of conformity is incorrectly executed or affixed, and
 - certificates are misleadingly used in advertising and promotional materials, in catalogues etc.

6.3 If the certificate is suspended, the certification of the management system shall be ineffective for a given period of time. If the problems that led to the suspension are not amended within a period of six

months maximum, the scope of the certificate shall be restricted or the certificate shall be revoked.

6.4 The scope of the client's certificate is restricted by removing those parts where the certified client permanently or substantially failed to meet the certification requirements. After a final restriction (i.e. after the given period of six months has expired) the restricted certificate of the certified client shall be revised accordingly. Where restrictions have been imposed, the client may only use the certificate in the restricted scope. In the event of any contravention, the certificate may be suspended or declared invalid.

6.5 A certification, and hence the certificate, may be revoked if the problems that led to the suspension are not amended within a given period of time. In case a multiple-site audit has been performed, the certificate shall be revoked for all pertinent sites. Issued certificates have to be returned to DEKRA on request.

6.6 The certification body is entitled to give public notice of the restriction, suspension or invalidity of a certificate.

6.7 After having been informed on the suspension or revocation of the certificate, the client has to cease any further use of a reference to his certification status in his advertising and promotional materials (see '13 Use of certificates and conformity marks (DEKRA Seal, GS mark, IECEx conformity mark)').

6.8 The certification body shall execute all necessary changes of the certificates, the list of the valid certificates (see 7), conformity marks and any other information if

- the client requests the termination, suspension or revocation of a certificate;
- the scope of a certification is restricted;
- the certificate becomes effective again after its suspension.

6.9 DEKRA shall not be liable for damages that the client suffers in cases where there has been justification to restrict, suspend, revoke or terminate the certificate.

7. List of the certifications

If requested by any organ, the certification body is obliged to confirm, disclose or provide information on the validity of a certificate unless this obligation conflicts with the provisions on confidentiality (see '12 Confidentiality'). The certification body maintains a list of valid management system certifications which states the following for each client: the name, the scope and, for single-site audits, the geographical location (e.g. city and country), or, for multiple-site audits, the geographical location of the head office and of each location covered by the scope of the certificate.

8. Changes affecting a certification

8.1 The certification body shall inform the client in due time on any possible changes of the pertinent certification scheme; check how these changes have to be implemented by the client, and take any measures required by the changes. Such changes may require new or modified contractual agreements with the client.

8.2 The certification body shall consider the following:

- changes of information that relate to the compliance with certification requirements;
- changes caused by the client himself (see 11.6), and
- any other changes that may impact the certification.

The certification body shall decide on suitable measures.

9. Records

9.1 The certification body shall archive one set of the information and documents provided by the client (see 3.1.1), and of all records issued during the certification process to evidence that all requirements of the certification process and the certification scheme have effectively been complied with.

9.2 The certification body shall keep such information and documents and records confidential in compliance with the provisions of clause '12 Confidentiality'.

9.3 Records shall be stored for a period of ten (10) years minimum in accordance with the statutory particularities and agreements of acknowledgment after the certificate has been issued. This obligation shall also continue to be valid after the contract has terminated.

10. Complaints and objections

10.1 Everyone is entitled to submit a complaint or objection to the certification body. In order to make it traceable, the complaint or objection has to be done in writing to DEKRA stating all necessary information and documents. The certification body shall keep the matter confidential and informs the complainant in writing on any progress as well as the formal outcome of the complaint procedure.

10.2 The complaint or objection shall be handled by persons who have not been previously involved in the matter of the complaint or objection.

10.3 If a complaint mainly concerns the relationship between the certified client and the complainant (e.g. a complaint about the conformity of

the management system) the complaint shall be passed on to the respective client prompting him to address the complaint and to inform DEKRA on the result. DEKRA reserves the right to take additional measures.

10.4 Submissions and investigations of and decisions on complaints and objections shall not lead to any discrimination of the complainant.

11. Duties of the client

11.1 The client shall be responsible for the certification requirements being complied with at all times, including the implementation of any changes that he will be informed on by the certification body (see 8).

11.2 The client shall further take any necessary measures needed for the conduction of the audit, including the provision of the documentation to be inspected and access to the relevant facilities, locations, areas, records and staff needed to achieve the objectives of the audit. In addition, if necessary, the participation of observers (e.g. personnel of accreditation bodies and approving authorities, monitoring auditors and trainee auditors) has to be made possible.

11.3 The client shall

- use the certificate only within the scope assigned;
- make no statements on his certificate which the certification body may deem as misleading or unjustified.

11.4 If the client shall pass on certificates and or reports to third parties, those documents have to be reproduced in full. It is not permitted to relay only excerpts of those documents or reports.

11.5 If the client refers to the management system certificates or if he uses either certificates or conformity marks in communication media such as documents, brochures and advertising materials, he has to comply with the provisions stipulated in clause 13.

11.6 The client shall inform the certification body immediately on any changes that may affect his ability to comply with the requirements of the certificate. Such changes can be, for example, changes in the following:

- the legal, economic or organisational status or the ownership (e.g. divestment/acquisition of parts of the company, changes of ownership);
- the organisational structure or the management (e.g. key positions, decision-making processes or technical staff);
- the contact addresses and production sites;
- the business area covered by the certified management system;
- the opening of any insolvency, liquidation or settlement proceedings, and
- major changes of the management system and its processes.

In such cases the certification body shall decide – after consulting with the certified client – how the certification can be maintained.

12. Confidentiality

12.1 DEKRA shall be obliged to maintain secrecy in relation to all information that DEKRA receives or creates during the performance of the certification tasks and to all information on the client that were not provided by the client himself (e.g. by the complainant or authorities). This obligation is part of contracts and agreements and also applies to external staff and affiliated bodies that are involved in the certification process. Exempt shall be the following:

- information disclosed to the public by the client himself;
- information provided in the 'List of certifications' (see 7);
- information that has been agreed upon in a contract between the certification body and the client (e.g. to process complaints);
- information that has been provided for accreditations, appointments and approvals.

12.2 Where DEKRA has the legal obligation to disclose confidential information to third parties, the client or person affected shall be informed of that in advance unless legal requirements prohibit to do so.

13. Use of certificates and conformity marks (DEKRA seal, GS mark, IECEx conformity mark)

13.1 Where the client receives a certificate or conformity mark, he shall be granted the non-exclusive right to use those in accordance with the following provisions. The client is not entitled to pass on the right of use granted or to issue sub-licences in respect of the same.

13.2 DEKRA is the owner of the certificate and conformity mark and the holder of the existing trade and copyrights.

13.3 The client shall use the certificate or conformity logo

- in no manner that might damage the reputation of the certification body or be regarded as misleading;
- only in compliance with the applicable laws, in particular with the Unfair Competition Act.

13.4 The conformity mark may only be used in the form in which it was issued and delivered. Changes, in particular in the design, in the colour or text, are not permitted. The client shall not be entitled to use only extracts of the conformity mark, i.e. the conformity mark may in each

case only be used in its entirety. Where the client also receives the conformity mark in electronic form, he shall be entitled to change the conformity mark in its size; a reduction in size is only permitted up to a minimum character size of Arial 4. In the case of any change in size, the text contained in/on the conformity mark must remain completely legible, and the proportions between the text and the mark may not be changed.

13.5 The client shall use the certificate or conformity mark only as follows:

- for the validity period stated in the certificate and only if the certificate has not been suspended, revoked, terminated or restricted;
- in such manner that the average rational consumer understands it as the marking of the certified management system;
- in such manner that it is made clear according to which specifications the management system has been certified.

13.6 The client shall **not** be entitled to use the certificate or conformity mark in laboratory test reports, calibration certificates or inspection reports.

13.7 In the case a certificate has been suspended, revoked or terminated, the client shall cease to use the certificate or conformity mark in any way, in particular in his advertising and promotional materials referring to the certificate or conformity mark. He is obliged to return all certification documents requested by the certification body, e.g. original certificate and any duplicates, to the certification body.

13.8 DEKRA shall not be liable for any inadmissible use of the certificate or conformity mark.

14. Use of the DEKRA name and the DEKRA logo

14.1 The client shall not be entitled to use the name of DEKRA or of any of the companies affiliated with DEKRA or their logo.

14.2 The client may not create the impression that it is associated with DEKRA or with any company affiliated with DEKRA in a corporate relationship or similar relationship, or that it is able to act for or commit DEKRA or any company affiliated with DEKRA.

15. Price list

The charges of the certification are based on the audit hours determined based on the certification scheme. Any offer provided is based on those in conjunction with the Scale of charges/price list of the certification body; the offer shall state the details of the certification schemes while taking the particular requirements of the customer into account.