

## Testing, monitoring, certification, inspection and expert opinion regulations (PÜZIG) of GSI Gesellschaft für Schweißtechnik International mbH

### § 1 Terms

The client is equated with ordering party, pursuant to § 631 BGB (German civil code). The client can be the distributor and at the same time certificate holder or other natural or legal person.

The contractor is GSI mbH (hereinafter referred to as "GSI") and is equated with entrepreneur, pursuant to § 631 BGB.

For the other terms, such as distributor, manufacturer, authorised representative, technical specification etc. see the Regulation (EC) No 765/2008 of the European Parliament and of the Council of 9 July 2008 setting out the requirements for accreditation and market surveillance relating to the marketing of products and repealing Regulation (EEC) No 339/93 of the Council and, as far as construction products are concerned, the provisions of Regulation (EU) No. 305/2011 of the European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC.

Investigations are used exclusively to assess services or certain performance characteristics and thus describe the current condition. The assessment is documented in the form of an investigation report, which does not contain any recommendations or suggestions.

Expert reports are provided by unbiased experts and always include findings and an expert opinion.

In their findings, experts ascertain a factual situation, based on established facts, conducted investigations and experience or ascertain their view of the situation, based on their specialist knowledge.

Expert opinions are well-founded presentations of empirical findings and deduction of conclusions in order to factually evaluate an activity or condition by one or more experts. It is therefore necessary to examine relevant aspects of the situation in detail, taking into account opinions expressed in literature etc. Experts reports represent binding (e.g. attested or signed) or written statements by GSI experts.

### § 2 Scope

1. Testing, monitoring, certification, inspection and expert opinion regulations (PÜZIG) (hereinafter referred to as "PÜZIG") apply to all services of Gesellschaft für Schweißtechnik International GmbH, bound by a contract with the client, and if the client is not identical with certification holder in the case of certifications - with the certification holder. The respective Conformity Assessment Body (hereinafter referred to as "CAB") is responsible for the execution of agreements. If for a given application area no CAB is required by the applicable directives, ordinances, laws and technical specifications, this function is fulfilled by a control station.

2. Services include e.g. in particular:

- Investigations of products, structures and parts of buildings, processes and welder examinations, technical documents, etc., as well as final preparation of final reports.
  - These services, hereinafter referred to as "investigations", are performed by the test centre, which belongs to the CAB.
  - Monitoring of marketing and/ or production facilities in order to check compliance with quality assurance measures as well as implementation, effectiveness and maintenance of factory production control in order to issue a certificate, as well as to prove conformity with EC directives and regulations.
  - These services are hereinafter referred to as "monitoring" and are performed by the monitoring centre which is part of the CAB.
  - Audits for QM systems and preparation of audit reports. These services are hereinafter referred to as "audits".
  - Certification of products and QM systems based on evaluation and approval of investigation and audit reports.
  - These services, hereinafter referred to as "certification", are performed by the certification centre, which belongs to the CAB.
- Inspections, i.e. investigation using appropriate measures, of products themselves, design and construction documentation of a product, a product itself, a process or

plant and identification of their conformity with specific requirements or, on the basis of an expert opinion, general requirements. These services include e.g. construction and production monitoring, monitoring of maintenance or repair etc.

These services, hereinafter referred to as "inspections", are performed by the inspection centre, which belongs to the CAB.

- Preparing expert opinions based on investigations, monitoring and inspections.

These services, hereinafter referred to as "expert reports", are performed by the certification centre, which belongs to the CAB.

3. Services are provided depending on the contract, in accordance with international, European and national guidelines, regulations and laws of the Group of Notified Bodies (GNB), technical specifications and requirements formulated by the client and agreed upon, e.g. those regarding safety, usability, quality, environment protection etc. Application areas include e.g.:

- Regulation (EU) No 305/2011 and until its full entry into force on 01.07.2013 additionally Directive 89/106/EEC
- Directive 97/23/EC of the European Parliament and of the Council of 29 May 1997 on the approximation of the laws of the Member States concerning pressure equipment
- Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery and amending Directive 95/16/EC (recast 2009)
- rail vehicles and vehicle parts in accordance with DIN EN 15085-2 in the scope of responsibility of the EBA
- defence technology products according to DIN 2303
- superstructure according to DB AG guideline 826
- processing and welding of thermoplastic synthetic materials (PVC, PP, PE, PVDF) with testing according to guideline DVS 2212 part 1 and 2
- underwater technology - Underwater welding according to DVS 1801
- etc.

The CAB expressly reserves the right to process all order-related data in electronic form. In addition, the certification body shall have the right to publish the issued certificates or their contents in a paper or electronic form for the purpose of informing other Member States of the EU accredited conformity assessment bodies, Member State responsible for them or institutions empowered by that state to carry out those tasks, consumers and other interested parties. This also applies in particular to their function as a conformity assessment body. In all cases, no separate consent of the client and certificate holder is required.

In the event that certificates must be revoked, the certification body reserves its right to publish invalidated and revoked certificates. This requires no special consent of the client and certificate holder.

Performed investigations, issued experts reports or certificates release the client and/ or the certificate holder neither from their contractual nor legal obligations. This applies also to assessment and monitoring of foreseeable misuse.

If the client is not CERTIFICATE HOLDER, it agrees that correspondence, with the exception of invoice(s), will be sent directly to the CERTIFICATE HOLDER. The client receives copies of correspondence.

As a service, the CAB informs the AG or the CERTIFICATE HOLDER through the GSI information system about the expiry of the validity of a certificate, investigation etc. or imminent regular monitoring one month in advance at the latest. Regardless of this information service it is the responsibility of the client or certificate holder to make an appointment with the CAB in good time before the deadline e.g. for the next monitoring so it can perform relevant service, so that the deadline is not exceeded.

### § 3 Investigations

1. § 3 applies only if it is required for the product e.g. by international, European and national directives, ordinances, laws and technical specifications, including other applicable specifications etc., governing the respective area of application.  
In any other case, the distributor is responsible for carrying out necessary product tests, as specified in the test plan.
2. The CAB is responsible for the initial inspection of a construction product.
3. An initial inspection is based on the technical specification provided by the client. The distributor must provide the CAB with the test plan in advance.
4. The CAB is entitled to select production test pieces based on the principle of random sampling and to mark these samples.
5. The client shall provide the CAB with an appropriate number of test pieces mentioned in the technical specification and/ or test plan, together with complete technical documentation necessary to perform assessment (a single copy in the current version), free of charge. This includes the delivery of documents and test pieces. If required, the CAB can request supplementary documents and further samples to be provided free of charge.
6. A one-off assessment of the submitted test sample(s) is carried out.
7. No statement can be made about the result of the investigation upon acceptance of the investigation order.
8. Test pieces are investigated according to the relevant technical specifications and in accordance with provisions of law and/ or requirements agreed with the client. If, contrary to the specifications, the client orders only individual tests or tests of individual aspects of a test piece (partial investigation), no statement shall be made about the properties of the product as a whole.
9. If no technical specifications or provisions of law specify the type and scope of the investigation, a corresponding test program shall be prepared jointly by the client and the CAB.
10. If samples need to be taken from already finished products or if the product can be damaged or destroyed during tests, the client shall confirm that no transfer of ownership has taken place with regard to their client. Without this confirmation, a sample cannot be taken.
11. After samples have been taken, the client shall repair the product or manufacture a new one for GSI free of charge.
12. If a destructive sampling is necessary to carry out an assessment and the client does not approve of this, it acknowledges that this will be mentioned in the expert report and that the ordered service cannot be completed or can only be partially completed.
13. The client pays all additional expenses resulting from, e.g., failure to submit technical documentation or submission of incomplete documentation, necessity to repeat tests or delay in the tests due to late, incorrect or incomplete information provided by the client or improper cooperation.
14. After completion of the test(s), the client receives an investigation report containing information on the test results. Deviations from target specifications as well as possible defects are included in the report, however without indication of possible solutions.
15. The standard language of investigation reports is German. Reports can also be issued in another language, if the client orders it. The costs of translations are paid by the client.
16. Tests are usually carried out in the CAB laboratories. With the client's consent, other laboratories and in special cases production sites or construction sites can serve as test locations, under the following conditions: they have to be approved for test procedures and possess a valid certificate according to DIN EN ISO/IEC 17025 or appropriate successor standards, and their suitability must be determined in an assessment performed by the CAB testing laboratory. They may also be client's laboratories. The decision on the test location lies exclusively with the CAB certification centre or is determined by the size and the infrastructure of the location.
17. If a test location and/ or parts to be tested do not meet the requirements for conducting tests in accordance with the standards, the certification centre withdraws its consent to conduct the tests. In the event that a test laboratory, which does not belong to GSI, no longer meets the requirements of

DIN EN ISO/IEC 17025 or successor standards, the GSI's confirmation concerning the performance of tests in this laboratory shall be revoked.

18. If tests are to be carried out in laboratories that do not belong to the GSI, they may be performed solely in the presence and under the supervision of an employee of the test centre.
19. Investigation reports and other similar documents may only be made available by the client in a full form. Any publication or reproduction for advertising purposes requires prior written consent of the CAB in each individual case (see also IEC / ISO 17025 point 5.10.2).
20. If investigations are completed with a positive result and shall become a basis for certification, the test centre shall submit full technical documentation, e.g. investigation reports to the certification centre.
21. If investigations are completed with a negative result and if the client orders re-tests within four weeks, test pieces shall be stored free of charge for max. 3 months. After this time, test pieces shall be prepared for collection by the client or returned to the client if an appropriate order is placed. Costs of preparation for collection or shipping costs shall be paid by the client.
22. It also applies if an inspection order is cancelled by the client before its completion.
23. If the client does not collect test pieces despite written notification or if it refuses to receive them, test pieces shall be scrapped at the client's expense after a period of 4 weeks.
24. If investigations are completed with an issue of a certificate or expert opinion, the test centre shall determine whether test pieces shall be stored in the warehouses of the CAB as a proof for the client or marked, sealed and handed over to the client to be stored. However, the CERTIFICATE HOLDER must ensure that test pieces are available to the CAB at any time.
25. If, in the case of certification, it is necessary to resign from storing test pieces, both in the warehouses of the CAB and the client, due to their dimensions, weight etc., the test centre shall prepare detailed documentation of such test pieces. Documentation must cover all aspects relevant to the investigation. The costs of preparing such documentation shall be paid by the client.
26. Test pieces or documents kept by the client shall be made available to the CAB upon short written notice and free of charge. If the client is unable to provide test pieces and/ or documents to the CAB despite the request, any liability of the CAB of damages to property and pecuniary loss of the client resulting from the respective test and certification expires.
27. The client shall pay the costs of storage in the warehouses of the CAB and subsequent disposal. This excludes the costs of storage for up to 3 months in connection with a planned follow-up inspection. The client shall pay the costs of handing over and shipping of test pieces for storage in its warehouse. The CAB is only liable for the loss of test pieces taking place in its laboratories or warehouses and for damage to test pieces through tests, burglary, theft, water, fire or during transport if serious negligence on its part can be proven.

### § 4 Monitoring

1. The monitoring centre of the CAB is responsible for providing monitoring services.
2. Monitoring comprises verifying factory production control and/ or a QM system and is performed in accordance with the provisions of relevant directives, regulations, specifications, etc.
3. Effectiveness of factory production control and/ or QM system is verified by monitoring/ audits in the plants named by the client. These services can be performed by the monitoring centre in one or more steps.  
If significant processes such as measurement, design control, welding, corrosion protection etc. are assigned by the client/ CERTIFICATE HOLDER to subcontractors, the monitoring centre verifies the effectiveness of factory production control for each individual process with at least one subcontractor. Monitoring of factory production control at subcontractors may be waived if there exists a valid certificate of factory production control for the respective process.
4. Unless otherwise specified in the technical specification, monitoring shall be carried out as follows:
  - a) Annual control is assumed as standard.

At the time when monitoring is performed in a plant, at least one product should be in the process of production and documentation of factory production control for at least 3 projects from previous years (it applicable) must be presented. Standard is one project per year.

Additional monitoring may be necessary, for example:

- when new or modernised manufacturing process is implemented or
  - when materials have been changed or
  - at the beginning of production of a new or modernised type of construction products,
  - if significant deviations are detected,
  - if a product has been incorrectly distributed and there are considerable doubts as to the effectiveness of the factory production control and/ or certified QM system.
  - etc.
- b) To extend the validity of a QM system certificate after the expiry date, a comprehensive repeated audit is required.
- c) Monitoring includes among others:
- Initial inspection of plant(s) listed in the order and the factory production control applied there.
  - Subsequently, continuous monitoring and assessment of the factory production control as well as a specified automated manufacturing process is carried out, taking into account a prescribed control plan.
  - Issuing a respective monitoring report.
  - If requirements for a specified manufacturing process and the factory production control are met according to the control plan, the effectiveness of the factory production control is confirmed.
  - In the event of interruption or cessation of monitoring or termination of this agreement, the CAB shall send respective a written notice to the competent Member State or body authorised by that State.
  - Checking the proper marking of the construction product with the CE mark on the basis of the relevant directives and regulations.
  - Verification of the correct marking of the construction product with the CE mark on the basis of the relevant directives and regulations.
  - Fulfilling the requirements arising from the control plan.
5. The results of a previous monitoring by another monitoring agency are taken into account in the monitoring if they are not older than 1 year, based on valid monitoring principles and there is no reason for complaints.
6. The CAB is obliged to prepare a monitoring report containing the results of the monitoring, which must be submitted to the distributor without delay and unrequested.
7. Representatives of the CAB are entitled to enter operation and storage rooms of the distributor and the manufacturer, including a distribution centre, during normal working hours and to carry out necessary monitoring activities. In general, monitoring shall be carried out after consultation with the contractual partner.
8. In the case the factory production control and QM system are certified, all necessary documents such as filled out annexes to the order, manual (QMH), organigrams with clear assignment of tasks and competences, supplementary QM procedural instructions (QMV) etc. must be made available to the monitoring centre free of charge in a single copy in the current version. This also includes delivery of the documents.

## **§ 5 Certification**

1. The CAB certification centre is responsible for issuing certificates and certification reports.
2. If the client commissions certification, it must confirm in writing to the certification centre when placing the order that it has not placed an order for the same certification process with another CAB.
3. Certificates are issued either in German, English or French in one copy. Issuing a certificate in another language of the European Union must be separately commissioned.
4. Certification is based on the results of initial inspection of the construction product, initial inspection of the plant and factory production control, as well as the proof presented by the distributor that continuous monitoring, assessment and approval of the factory production control are performed. The recommendation to issue the certificate must be included in the report of the relevant body of the CAB.
5. Investigation reports are a basis for assessments pertaining to certification only if they are prepared by laboratories which

have been accredited according to EN ISO/IEC 17025 or which have verifiably demonstrated to the certification centre that they operate according to these standards. For this purpose, the certification centre reserves the right to have the laboratory tested by a test centre of its choice. The costs of these tests are paid by the client.

6. If investigation reports issued by other test laboratories and/ or monitoring reports of other monitoring centres are used for assessment within the scope of certification, they cannot be older than 1 year at the time of certification, must be based on valid test or monitoring principles and, in the case of investigation reports, must meet the requirements specified in point 4.
7. If QM systems and/ or QM system certificates are required for certification, they must be available at the time of certification. In the event that a QM system does not have a certification, the certification centre must be provided with a proof that the system meets the requirements of standards relevant to this system. For this purpose, the certification centre can request the submission of a corresponding audit report, issued by the test centre.
8. The certification centre of the CAB carries out assessment and certification on the basis of investigation and monitoring reports of GSI and its affiliated companies, which are subject to the same QM system.
9. Provided that the requirements of the technical specification described in § 1 are met and that the distributor presents a proof of ongoing monitoring, including product testing, performed by a monitoring centre, the period of validity of the certificate can be the same as but not longer than the period mentioned in the technical specification, as described in § 1. A limitation of the certificate validity is generally possible.
10. In special cases, a certificate may be issued conditionally.
11. The authorisation to use the certificate only applies to the distributor named in the certificate, to the product named in the certificate, to the manufacturing facility named in the certificate and to the scope covered by the QM system.
12. A transfer of the certificate from the CERTIFICATE HOLDER to a third party is possible only in cooperation with the certification centre of the CAB.
13. In the event of changes of testing principles and/ or certification requirements or violation of the rules of the certification system by the client, the certification centre may invalidate the certificate at any time. In serious cases, the certificates may be declared invalid with immediate effect. This also applies to EC certificates of conformity and recognitions or approvals of QM systems.
14. In the case of changes of testing principles and/ or certification requirements, a follow-up investigation is possible/ required, after prior consultation with the client, even if the certificate is still valid. If the client refuses a follow-up investigation, the certificate will be invalidated.
15. The certificate expires if
  - (a) the validity period specified in the certificate has expired and no renewal has taken place. Extensions of the period of validity are possible if the provisions constituting the basis for certification continue to apply, regular control measures have been performed with positive results, the CERTIFICATE HOLDER has applied for the extension in good time before the date of expiry and the required monitoring took place before the expiry date.
  - (b) the CERTIFICATE HOLDER terminates this contract and informs the certification centre in writing, observing the notice periods.
  - (c) the CERTIFICATE HOLDER goes bankrupt or initiation of insolvency proceedings against it has been refused for lack of assets.
  - (d) the certification body invalidates the certificate with a maximum notice period of 6 months due to changed accreditation regulations and/ or testing principles or changed use of the product.
  - (e) the required periodic monitoring has not been performed or the CERTIFICATE HOLDER does not provide a confirmation that no significant changes have occurred since the last monitoring.
16. Certificates may be restricted (restriction: restriction of the original scope of validity of the certificate), suspended (suspension: invalidity of the certificate/ permit for a period limited to six months) or invalidated and revoked by the certification centre with immediate effect if:

- (a) the product which has been marketed does not meet the requirements of the technical specification and/ or endangers the end user or third parties.
  - (b) products manufactured according to an approved QM system pose a risk to end users or third parties.
  - (c) at the time the test or audit was conducted, facts, which would have prevented the issue of the certificate, were not noticed or properly assessed, or identifiable. This includes, for example, an incorrect categorisation of products into certain risk classes or classification according to application areas etc.
  - (d) in case product or system defects become apparent at a later point, during regular monitoring, repeated audits, market controls or in another way and the CERTIFICATE HOLDER does not remedy them within a reasonable period of time.
  - (e) the CERTIFICATE HOLDER does not allow the regular monitoring to be carried out or obstructs or restricts its proper performance.
  - (f) certificates or certificate copies are changed and thus forged.
  - (g) CE marking has been applied by the CERTIFICATE HOLDER to products that have not been approved or are not covered by the QM system, which constitutes a misuse of the marking, thus cancelling the basis for trustworthy cooperation.
  - (h) inspection or monitoring reports, certificates or markings are used in misleading or otherwise inadmissible advertisements.
  - (i) the client fails to pay due fees within the period specified in the prompt note.
17. The certification body shall give the client an opportunity to present its point of view before declaring the restriction, suspension or invalidity of a certificate, unless such opportunity is not justified by the urgency of the action to be taken.
18. The CERTIFICATE HOLDER automatically loses the right to continue using the CE marking on the products if the relevant certificate has been restricted, suspended, expired on a specific date or invalidated or declared temporarily invalid. If a certificate is invalidated or expired, the original must be returned to the certification centre.
19. The CAB is not liable for disadvantages that arise for the client in connection with refusal, restriction, suspension, expiry, invalidation and revocation of a certificate or the publication of such measures.

## § 6 Inspections

1. The CAB is responsible for performing inspections.
  2. Inspections are performed on the basis of technical specifications specified by the client. The inspection plan must be made available to the CAB in advance.
  3. Unless otherwise agreed, the CAB is entitled to carry out random sampling as part of the inspection.
  4. The client shall provide the CAB with complete technical documentation necessary for the assessment, in a single copy, in its current version, free of charge. This includes the delivery of the documents. If required, the CAB can request supplementary documents and, if necessary, additional reference pieces free of charge.
  5. No statement can be made about the result of the inspection upon acceptance of the inspection order.
  6. Development and design documents, products, processes and plants are inspected according to the relevant technical specifications and in accordance with provisions of law and/ or requirements agreed with the client. If, contrary to the specifications, the client orders only individual inspections or if development and design documents, products, processes and plants are inspected only with regard to individual aspects (partial inspection), no statement shall be made about their properties as a whole.
  7. If no technical specifications or provisions of law specify the type and scope of the inspection, a corresponding program shall be prepared jointly by the client and the CAB.
  8. The client pays all additional expenses resulting from, e.g., failure to submit technical documentation or submission of incomplete documentation, or necessity to repeat inspections or their delay due to late, incorrect or incomplete information provided by the client or improper cooperation.
9. After completion of the inspection, the client receives a report containing information on the inspection results. Deviations from target specifications as well as possible defects are included in the report, however without indication of possible solutions.
  10. The standard language of inspection reports is German. Reports can also be issued in another language, if the client orders it. The costs of translations are paid by the client.
  11. Inspections are conducted e.g. in production plants, on construction sites, at the sites of installation or in ports in the case of shipments. The sites shall be indicated to the CAB by the client in advance.
  12. The client must provide access to development and design documents, products, processes or plants to be inspected, as well as cleaning of the areas to be inspected. It includes availability of keys free of charge (access to structures and stairs), providing and holding of ladders, scaffolding or elevating platforms, providing relevant materials and auxiliary personnel etc. Statutory accident prevention regulations must always be observed. If accessibility is not provided by the client, GSI's commitment to perform the inspection shall be revoked.
  13. The following services do not belong to GSI's scope of services and, if required, should be performed by the client itself or by a company commissioned by it:
    - Providing 220 V power connections or, if required for safety reasons, 48 V protective power connections for preparation and operation of non-destructive testing.
    - Providing adequate lighting, ensuring that at least 500 lx illuminance is achieved.
    - Providing assistance of a fire brigade.
    - Measurements, release of areas and ensuring compliance with health and safety requirements when working in contaminated areas.
  14. Unrestricted permission for taking photos must be guaranteed for a proper execution of GSI's activities.
  15. If samples need to be taken from already finished products or if the product can be damaged or destroyed during tests, the client shall confirm that no transfer of ownership has taken place with regard to their client. Without this confirmation, a sample cannot be taken.
  16. After samples have been taken, the client shall repair the product or manufacture a new one for GSI free of charge.
  17. If destructive sampling is necessary to carry out an assessment and the client does not approve of this, it acknowledges that this will be mentioned in the expert report and that the ordered service cannot be completed or can only be partially completed.
  18. If non-destructive tests produce results which cannot be interpreted in an unambiguous way, either additional tests shall be conducted the relevant weld area shall be processed in order to identify the type of irregularity that led to the results. The processing is carried out by the client or the company which carried out the welding.
  19. If a proof is required as to whether welds can be produced properly under specified conditions, appropriate weld samples must be prepared under GSI's supervision.
  20. If reference pieces must be prepared for the purpose of a uniform assessment of the test results, the work shall be carried out by the client or company which carried out the welding. The size and type of reference pieces must be agreed with GSI's inspection staff.
  21. If tests are carried as part of the inspection, the provisions of § 3 shall apply.
  22. If tests are carried out by the client or other companies commissioned by the client as part of the inspection, and if the results of these tests are to be included in the inspection results, it shall be possible only if the tests are performed in the presence and under supervision of an employee of the CAB's test centre.
  23. Inspection reports and other similar documents may only be made available by the client in a full form. Any publication or reproduction for advertising purposes requires prior written consent of the CAB in each individual case (see also IEC / ISO 17025 point 5.10.2).
  24. If an inspection is completed with a positive result and shall become a basis for certification, the inspection centre shall submit full technical documentation, e.g. inspection reports to the certification centre.

## § 7

### Preparing expert reports

1. The certification centre is responsible for preparing expert reports. It coordinates services provided in different areas.
2. Expert reports are prepared based on investigations according to § 3, monitoring according to § 4 and inspections according to § 6. The provisions of these sections apply to services.
3. If, during preparation of an expert report, it is established that assessment of individual results may lead to different interpretations, the certification centre forwards the report to the expert committee of the GSI. The expert committee performs a final assessment. The client agrees that the report will be finalised by this committee.

## § 8

### Rights of the client resulting from certification

1. During the period of validity of a certificate the client is entitled to
  - a) use EC certificates of conformity in conformity assessment procedure and, if required by relevant regulations, to label its products with a GSI's identification number.
  - b) to advertise products with the certificate in printed materials etc.,
  - c) to present issued certificates in an unaltered form in advertising materials.
2. Further advertising measures of the client which refer to the activities of the CAB, must be agreed upon with the CAB. It applies in particular to advertising with reference to investigating, monitoring or certification activities of the CAB, which the client uses without legal obligation and without official request, i.e. on a voluntary basis. In the Federal Republic of Germany such advertising must include a reference to the voluntary nature of inspection, monitoring or certification activity. The client hereby waives all compensation and reimbursement claims against the CAB, regardless of their legal basis, arising from the fact that it has not made a reference to the voluntary character of investigating, monitoring or certification activities in the meaning of sentence 2 in advertising materials intended for the Federal Republic of Germany. The client's responsibility for the design of its advertising materials remains unaffected.

## § 9

### Duties of the client/ CERTIFICATE HOLDER

1. Generally, all documents required for the provision of commissioned services are to be provided free of charge to the CAB in German or English. The submission of technical documentation in another language is only possible after prior approval of the monitoring centre. The CAB reserves the right to require the submission of individual documents or excerpts in German or to commission a respective translation. In the latter case, the client pays the costs of the translation. The same applies if translations are requested by accreditation bodies or authorities.
2. In order to ensure proper performance of monitoring, the client/ CERTIFICATE HOLDER is obliged to enable the CAB access to the following documents and, if requested by the CAB, to provide their copy:
  - a) information about a respective (construction) product and the production process.
  - b) documentation of executed orders.
  - c) proof of implementation and execution of factory production control. With respect to implementation and execution of factory production control, the provisions of the directives and regulations referred to in § 2, technical specification and other applicable regulations (e. g. notifications of the DIBt) must be observed.
  - d) records of execution and results of factory production control including product testing.
  - e) results of a previous monitoring, including product testing, if there has been a change of monitoring centre.
3. During the period of validity of the certificate the client/ CERTIFICATE HOLDER is obliged, among others:
  - a) to carry out testing of samples collected at the plant, according to the test plan and technical specification;
  - b) to continuously monitor manufacturing of the products listed in the certificate, evaluate and document test results and ensure that the tests comply with the test plans and the products comply with the respective specifications;

- c) to enable annual monitoring audits by the CAB within certified QM systems;
- d) to conduct product development and production in strict compliance with the approved QM system;
- e) to follow the instructions of current monitoring and/ or audit performed by the CAB;
- f) to report any changes in the QM system or in the factory production control to the certification centre;
- g) to record and archive all complaints concerning the product, which are reported on the market or by third parties, to present them to the certification centre upon request and to provide information on the measures taken;
- h) to notify the certification centre in good time of any intended relocation of the plants listed in the certificate or intended merger of its company or its acquisition by another owner. In the case of a change of name, address or legal form, a contract shall be concluded again and a certificate shall be reissued, subject to a charge;
- i) to notify the CAB without delay of any relevant changes to the technical specification by sending a copy of the corresponding amendment,
- j) to inform the CAB in writing about changes in the manufacturing process, changes in essential parts of production equipment and changes in the relevant specialist personnel;
- k) to inform the CAB upon request of all relevant physical, chemical and technological properties of a construction product, including product testing;
- l) to immediately notify the CAB of any interruption in the manufacturing process of a construction product which makes the performance of regular inspection, including product testing, impossible, specifying the expected duration. The same applies to the resumption of production;
- m) to ensure (e.g. by including appropriate provisions in the terms of delivery) that the CAB's authorized representatives can, in justified cases, inspect plants and warehouses (in the case of foreign CERTIFICATE HOLDER also warehouses of importers or German agents and branches) as well as dealer warehouses any time without prior notification, and collect products being the subject of the certificate free of charge and have them tested; the costs of test are paid by the client;
- n) If the certification centre becomes aware of any irregularities based on the reports of the inspection centre or product-specific information gained from third parties or otherwise, which indicates non-compliance with the certificate, the certification centre can shorten the monitoring intervals. In special cases, the certification centre can introduce a control of goods before their first release to the market;
  - o) to introduce appropriate measures and procedures for non-compliant products that prevent these products from being placed on the market;
  - p) to provide documentation in cases it challenges objections included in the CAB's reports
  - q) regardless of certification, to fulfil its registration obligations towards the authorities as a distributor, itself or through a representative;
  - r) to enable witness audits of GSI's accreditation centre in its plants and plants of its subcontractors and to obligate its subcontractors accordingly.
  - s) if it is the CERTIFICATE HOLDER but not the manufacturer of the product, to conclude an agreement with the actual manufacturer concerning the requirements to be observed during production, including toleration of necessary control measures;
  - t) to remedy without delay any safety defects which are detected in the products bearing a CE marking on the basis of a type certificate and to take appropriate measures, such as product recall etc., to minimize possible damage. In any case, it immediately must stop bringing defective products on the market and inform the certification centre.

## § 10

### Reporting and information obligation of the CAB

1. The CAB is entitled to inform the competent Member State or the body authorised by the Member State to perform its tasks of the results of investigation, monitoring and certification, to provide information in this regard and to enable access to the relevant documents, such as the contract with the client, the

subject matter of the contract or documents concerning test pieces, and to provide information on the performance of monitoring/ audits, issuing and revocation of certificates, correspondence on incidents and measures aimed at preventing risks in direct or indirect connection with the tested products, factory production controls and/ or QM systems etc. All documents sent to the competent Member State or body authorised by the Member State to perform its tasks shall be also submitted as a copy to the distributor.

The CAB reserves the right to charge the client with costs incurred in connection with the clarification of such incidents.

2. The certification centre must publish information on restriction, suspension, invalidation, revocation and expiry of certificates. In particular, in the case of certificate violation, it must report the name and address of the CERTIFICATE HOLDER, the nature of the violation or the reason for revocation, and - if necessary - information about the product to the competent Member State or body authorised by the Member State to perform its tasks, the accreditation centre and other CABs.
3. If the distributor has objections to the results of the investigations, monitoring and certification, it must notify the CAB management in writing within one month of receiving relevant information. The management examines these objections and provides the complainant with a detailed justification of the decision. If necessary, the management arranges additional tests and/ or monitoring and repeated tests and/ or monitoring. The costs are paid by the distributor.  
If the provided justification is not acceptable to the complainant and no agreement can be reached with the management of the CAB, the complainant may take legal action.
4. The storage period for documentation is 10 years from the date of issue of the documents and in the case of EC certificates of conformity, 10 years after the last marketing of the products, unless otherwise regulated by law.

## **§ 11**

### **Violations and mistakes**

1. In the event of a violation of the provisions of a technical specification, the CAB must require the distributor to remedy the deficiencies within a reasonable period, normally not exceeding one month. After that period, the CAB is entitled to order and perform additional sampling and monitoring.
2. If monitoring of product controls reveals mistakes or violations of the technical specification that could endanger public safety or public order, in particular life, health or the natural environment, the CAB shall immediately notify the Member State or body authorised by the Member State to perform its tasks, the distributor and the certification centre.
3. If additional investigations and/ or monitoring or the next regular monitoring reveals the deficiencies detected during a previous inspection and/ or monitoring have not been rectified or a compliance with the provisions of the technical specification is no longer ensured, the CAB is entitled to terminate the contract without notice.
4. The CAB is obliged to notify the Member State body authorised by the Member State to perform its tasks of the termination of this contract without notice, stating the reasons for it.
5. In principle, the CAB reserves the right to terminate the contract with immediate effect without notice and to declare other issued certificates of the client invalid if the CAB can no longer trust the reliability of the client, due to a violation of this contract by the client.
6. If the client fails to comply with the obligations pursuant to §9, the CAB can take appropriate measures on its own initiative. This includes the following:
  - informing users to minimize possible damage
  - notifying the supervisory authorities, accreditation bodies and other "approved bodies" and "notified bodies".
7. The CAB reserves the right to demand compensation from the client for expenses incurred as a result of the client's breach of this contract. It includes costs of:
  - comparative tests of certified products with products from the market
  - required research
  - factory inspections, shipping controls, inspection of inventory
  - other measures deemed necessary by the CAB.

## **§ 12**

### **Confidentiality on the part of the CAB**

1. The staff of the CAB is obliged to confidentiality towards third parties.
2. Information about the content of the contract and the findings made during its execution may only be provided with the client's consent, with the exception of the reporting and information obligations specified in § 5 and § 7. This does not apply to requests for information from courts or authorities in cases specified in the provisions of law, and to the disclosure of contract conclusion.