

General contractual terms and conditions

The IBExU Institut für Sicherheitstechnik GmbH, hereinafter called “IBExU”, provides services in accordance with the IECEx Scheme for equipment for use as intended in potentially explosive areas as an appropriately recognised IECEx Test Laboratory, hereinafter called “ExTL”, and recognised IECEx Certification Body, hereinafter called “ExCB”, in the area of the Certified Equipment Scheme under the following conditions:

1.

The activity of IBExU as ExTL or ExCB respectively is a provision of service. The issuance of online IECEx Test Reports, hereinafter called “online ExTRs”, online IECEx Quality Assessment Reports, hereinafter called “online QARs”, or IECEx Certificates of Conformity, hereinafter called “CoCs”, is not obligatory.

2.

The contractual relationship between IBExU and the applicant / customer, hereinafter called “A / C” comes into being with the confirmation of the application / order (“order confirmation”) through IBExU.

The subject matter of the contract is the conformity assessments within the meaning of the IECEx Scheme. Besides the order confirmation the regulatory requirements to be applied are fundamental contractual principles within the meaning of the IECEx Scheme. Consultancy services are not part of the subject matter of the order.

By making the application / placing an order the A / C confirms that this application / order has been tendered exclusively to ExTL or ExCB IBExU respectively and that the A / C has the right to make the application / place the order within the meaning of the IECEx Scheme.

3.

The necessary information on the product tests or audits performed by IBExU will be communicated to the A / C within the scope of requirements of the IECEx Scheme.

The customer will be briefed on the result of the product tests or audits to the extent necessary.

Where the product test or audit has been concluded positively then a written IECEx Test Report, hereinafter called “ExTR”, or an IECEx Quality Assessment Report, hereinafter called “QAR” is prepared. The A / C receives a PDF of the report in the English language.

Where the ExTR confirms in conclusion that the requirements of the IECEx Scheme have been fulfilled by the tested product and no other impediments exist then IBExU prepares an online ExTR in accordance with the IECEx Scheme based on this ExTR. The online ExTR is published in English on the IECEx Scheme website and can be called up by the A / C from there.

Where the QAR confirms in conclusion that the requirements of the IECEx Scheme have been fulfilled by the audited quality assurance system and no other impediments exist then IBExU prepares an online QAR in accordance with the IECEx Scheme based on this QAR. Online QARs are as a rule issued for a period of three years. The online QAR is published in English on the IECEx Scheme website and can be called up by the A / C from there.

Where both an online ExTR and an online QAR confirm that the requirements of the IECEx Scheme have been fulfilled then IBExU prepares, provided no other impediments exist, an IECEx Certificate of Conformity, hereinafter called “CoC”, in accordance with the IECEx Scheme based on this online ExTR

and online QAR. The validity of a CoC is dependent on the validity of the associated QAR. The CoC is published in English on the IECEx Scheme website and can be called up by the A / C from there.

In the case of a “negative” test or audit result then no online ExTR or online QAR respectively and no CoC is prepared.

4.

IBExU provides services within the accountability of the A / C. This necessarily presupposes their active participation.

The A / C has in particular a duty to make available to IBExU, free of charge for product testing, type specimens in the quantity necessary for the tests including all associated technical documentation such as drawings, parts lists with material specifications, functional descriptions, user information / operating instructions. The documentation is to be submitted in the English language.

Where the A / C intends to provide a type specimen in dismantled form then the A / C must inform IBExU in advance. IBExU reserves the right to enter into separate agreements for the provision of services.

The technical documentation in accordance with the IECEx Scheme is to be made available to IBExU by the A / C for product testing in electronic form as .pdf, .tif or .jpg. The technical documentation is to be marked by the A / C as test documentation.

The technical documentation submitted for product testing in addition to the type specimens must comprehensively fulfil the requirements of the IECEx Scheme.

The technical documentation in addition to the type specimens must fulfil the requirements of the applied standards. There is no duty to inform on the part of IBExU.

The type specimens can become damaged or destroyed through the tests.

5.

The A / C is obligated to make available to IBExU for auditing the documentation on the quality assurance system, including all associated technical documentation on the approved product. The documentation is to be submitted in the English language.

The documentation submitted for auditing must comprehensively fulfil the requirements of the IECEx Scheme.

6.

IBExU has the right to inspect all documentation belonging to the A / C necessary for the product tests or auditing in addition to that of the suppliers, end customers or third parties where appropriate and to archive these for the processing of the necessary documentation.

Where necessary IBExU personnel are to be guaranteed unrestricted access to the appropriate facilities, locations and areas of the A / C. The necessary arrangements are to be made by the A / C for the performance of assessments which also include among others the provision of the appropriate operating personnel as well as, where applicable, agreements with suppliers, end customers or third parties.

Assessments also include the investigation of complaints, including their processing and documentation.

7.

IBExU can demand in the case of equipment and components that inalienable references to the safety in use and additionally in the case of components conditions for their incorporation into a piece of equipment are attached (see corresponding CoC mark with X or U after the number of the document) and recorded in the operating instructions.

8.

IBExU determines the Ex mark of the equipment and components for the tested products in accordance with the applicable regulations.

9.

Ownership of CoCs, online ExTRs and online QARs passes to the A / C after publication and ExTRs and QARs respectively after issuance and payment obligations having been met in full. ExTRs and QARs are dealt with confidentially as are all documents and sundries in connection with the product tests or information relevant to audits with the exception of the CoCs, online ExTRs and online QARs.

10.

CoCs, online ExTRs and online QARs are published on the IECEx Scheme website. Other confidential information is not published by IBExU provided that statutory provisions do not require publication. The A / C is informed prior to such a publication.

Beyond this IBExU is subject to obligations to inform in accordance with the IECEx Scheme.

11.

The A / C must inform IBExU without delay if the manufacture of an approved product is discontinued or if changes to the approved product or quality assurance system arise which could compromise the fulfilment of the IECEx Scheme requirements.

12.

IBExU is entitled to suspend, withdraw and declare for invalid an issued CoC, an issued online ExTR or an issued online QAR where

- a) it is established retrospectively that the issued document should not have been issued.
- b) the A / C has not fulfilled their obligations to ExCB IBExU, in particular where the products brought into circulation do not accord with the type specimens submitted for testing.
- c) the statutory requirements on the certified product (e.g. as a consequence of more recent significant findings) or on the quality assurance system are no longer being fulfilled and existing defects are not remedied within a statutory or reasonable deadline. The same shall apply where the test object or the quality assurance system is no longer covered by the relevant regulations.
- d) the requirements of the IECEx Scheme are no longer being fulfilled and / or the corresponding notified changes in terms of new or revised requirements are not implemented within the deadline prescribed. Information on changes is made known, for example, on our internet site and is to be followed up accordingly by the A / C.

13.

Prior to the suspension, withdrawal or the annulment of the validity of a CoC, online ExTR or online QAR, IBExU will inform the A / C and give them the opportunity to state their position.

14.

A claim for damages by the A / C consequent on the suspension, withdrawal or the annulment of the validity of a CoC, online ExTR or online QARs shall have no validity. The same shall apply where the test results, ExTRs and QARs are passed on by the A / C and damages to a third party occur thereby.

15.

The suspension, withdrawal, the annulment or expiry of the validity of the CoC, online ExTR or online QAR simultaneously triggers the cessation of the use of all indications thereon, e. g. marks and advertising material which make reference to the document, and also the introduction of the stipulated measures. The same applies where conformity no longer exists.

16.

The A / C has the right to lodge a complaint with the management of IBExU against the test procedure, the test result or other measures taken by IBExU within 14 days after notification. Should the complaint by the A / C about the presence of a shortcoming be unjustified and costs arise from the investigation then the A / C is obligated to reimburse the costs accrued.

17.

The costs for the services provided by IBExU within the scope of an order are invoiced to the A / C. This also applies in the case where a CoC, online ExTR or online QAR cannot be issued.