

Contents

1	Area of application	2
2	Certification procedure	2
2.1	Selection - Evaluation step I	2
2.2	Check of prerequisites - Evaluation step II	2
2.3	Assessment	3
2.4	Decision on certification	4
2.5	Documentation of certification	4
3	Place of performance	4
4	Subcontracting	4
5	Storage of test models	5
6	Use of conformity documents and signs of conformity	5
7	Holders of conformity documents - Obligation to provide information	5
7.1	Changes	5
7.2	Objections	5
8	Complaints	5

1 Area of application

The certification program at hand applies to the certification of products in the scope of application of the Directive 2014/34/EU, Directive 2014/90/EU, IECEx Certified Equipment Scheme and U.S. Coast Guard.

2 Certification procedure

2.1 Selection - Evaluation step I

1. Has a written application for examination / certification been submitted to the IBExU®? (The application forms / forms can be found on www.ibexu.com in the respective service sectors.)
2. Has the requested scope of examination / certification (incl. relevant standards etc.) been clearly defined?
3. Are the products requested for certification covered by the scope of the IBExU Institut für Sicherheitstechnik GmbH (hereinafter referred to as "IBExU®")?
4. Do the products requested for certification fall within the scope of application of
 - Directive 2014/34/EU
 - IECEx Certified Equipment Scheme
 - Directive 2014/90/EU and / or
 - U.S. Coast Guard?

IBExU® is entitled to reject an order. The applicant shall be informed about the rejection in writing.

If IBExU® accepts an order, a contract is only concluded with the order confirmation sent by the IBExU®.

The general terms and conditions and the continuative general contractual terms and conditions published on www.ibexu.com/general-terms apply.

2.2 Check of prerequisites - Evaluation step II

1. Have the required documents been submitted
 - marked accordingly as such
 - in a sufficient quantity
 - in the respective language and
 - in an adequate format?Do they document completely the implementation of the scope of auditing / certification applied for?
2. Are the required test models available
 - in a sufficient quantity
 - in the respective processing steps and
 - if necessary, with associate accessories / spare parts?
3. Do the test models comply with the test documents?
(The customer is obliged to provide exclusively test models which comply with the test documents.)
4. Does the test model have to be subjected to any experimental tests?

(Test models can soil or wear out or they can be destroyed in the experimental tests. IBExU® shall not be liable for impairment or damage to test models caused by the experimental tests.)

The general terms and conditions and the continuative general contractual terms and conditions published on www.ibexu.com/general-terms apply.

2.3 Assessment

1. Do the test documents meet the applicable requirements?
2. Do the test models meet the applicable requirements?

IBExU® will inform the customer, if the test documents / test models do not meet the applicable requirements. The customer has the right to make improvements or to cancel the order. IBExU® does not make any revisions or amendments of test documents.

Corrections are not part of the original order, they are charged according to the expenses incurred by further reviews. A review of corrections starts from the time when the customer has submitted further documents to the original order.

The customer has to inform the IBExU® in writing, if he has decided to cancel the order. The termination of an order will be confirmed by the IBExU® in writing.

If both the test documents and the test models meet the applicable requirements, the IBExU® shall sign the test documents as “checked”.

Applicable requirements

The applicable requirements are due to the scope of examination / certification applied for. According to the scope of examination / certification, the following regulations are consulted in particular, but not limited to, for the assessment:

Directive 2014/34/EU incl. the:

- respective essential health and safety requirements
- applicable provisions of the corresponding harmonized standards or other relevant technical specifications

IECEX Certified Equipment Scheme incl. the:

- respective rules and guides as well as further documents of the IECEx system
- international standards to be applied in the IECEx Certified Equipment Scheme

Directive 2014/90/EU incl. the:

- respective essential requirements related to ship equipment
- applicable provisions of the corresponding requirements and standards

Code of federal regulations incl. the:

- respective essential requirements in title 46 - Shipping
- applicable international standards

2.4 Decision on certification

After the assessment (2.3), the certification will be decided upon.

After an assessment (2.3) with positive result, the certification is granted, maintained and / or extended according to the requested scope of certification.

However, depending on the result of the assessment (2.3), the certification may also be limited, suspended and / or withdrawn.

The general terms and conditions and the continuative general contractual terms and conditions published on www.ibexu.com/general-terms apply.

2.5 Documentation of certification

After a positive decision on certification (2.4), the customer will receive an official confirmation of conformity. This confirmation is usually given in form of a report as well as a corresponding conformity document.

The general terms and conditions and the continuative general contractual terms and conditions published on www.ibexu.com/general-terms apply. IBExU® is entitled to suspend, withdraw and annul a conformity document, if

1. it was noticed that the holder of the certification document has deceived or attempted to deceive the IBExU® or its representatives,
2. in particular the sign of conformity or the conformity document are used for a misleading or other inadmissible advertising,
3. the sign of conformity or the conformity document is misused,
4. the legal regulations for marketing are not observed,
5. the conformity document is used for products or areas for which it has not been issued.

3 Place of performance

All of the steps mentioned in 2 are carried out at
IBExU Institut für Sicherheitstechnik GmbH

Fuchsmühlenweg 7

09599 Freiberg | Germany

unless otherwise agreed in writing between the customer and the IBExU® with conclusion of the contract.

Where other agreements are made, the alternative place of performance must fulfil the same conditions as the original place of performance.

4 Subcontracting

IBExU® is entitled to subcontract (partial) examinations, even if an alternative place of performance is agreed on between the customer and the IBExU®. Subcontracts are only concluded with authorities that are equivalent to the IBExU® and only after consultation with the customer.

The expenses incurring by subcontracting will separately be listed and invoiced to the customer.

5 Storage of test models

The customer is entitled to collect the provided test models in the condition being after the (experimental) examination within three months after completion of the certification procedure (2) or to charge a transport company for the collection of the test models.

IBEXU® is to be informed in writing about the date of collection at least five working days prior to the scheduled collection date. If a transport company is charged with the collection, the respective transport order has to be sent to the IBEXU®.

The times for the receipt and collection of goods are published on www.ibexu.com/company.

After expiry of the mentioned period the provided test models will be disposed of. The costs for disposal will be invoiced to the customer afterwards.

6 Use of conformity documents and signs of conformity

1. Reports and conformity documents may only be used unchanged, in the full wording and with indication of the date of issue.
2. In accordance with the applicable requirements, the holder of a conformity document is entitled and obliged to affix the sign of conformity on the products complying with the tested models as specified in the conformity document.
3. Without any consultation with the holder of a conformity document, the IBEXU® is entitled to inform other equivalent bodies about issued conformity documents.

7 Holders of conformity documents - Obligation to provide information

7.1 Changes

The general terms and conditions and continuative general contractual terms and conditions published on www.ibexu.com/general-terms apply. The holder of a conformity document (usually the customer) has to inform the IBEXU® about any essential change in the company, for example, changes in the company name, owners, location, locations of production sites, etc.

After review and evaluation of the indicated changes, the IBEXU® will take a decision on certification (2.4) and inform the customer about it. Depending on decision, the customer can be informed by means of a conformity document (2.5).

The expenses incurring in the context of the mentioned activities will be invoiced to the customer.

7.2 Objections

Holders of conformity documents must inform the IBEXU® immediately and without being asked about all objections concerning the maintenance of conformity of manufactured products with the respective applicable requirements. Holders of conformity documents shall keep records of all objections, the remediation of objections as well as the future avoidance. These records shall be made available to the IBEXU®.

8 Complaints

The general terms and conditions and continuative general contractual terms and conditions published on www.ibexu.com/general-terms apply.

If no agreement is reached on a complaint, an arbitration procedure may be conducted by another authority that is equivalent to the IBExU®. IBExU® shall bear the costs of the arbitration procedure, if a complaint was justified. If a complaint was unfounded, the customer shall bear the costs of the arbitration procedure.

If no agreement about a complaint can be reached, it will be presented to the mechanism to save the neutrality. The mechanism to save the neutrality which comprises various interested parties will process the complaint and inform both the IBExU® and the customer about the decision taken. In addition, a representative of the mechanism to save the neutrality will inform the respective notified authority (ZLS for Directive 2014/34/EU | BSH for Directive 2014/90/EU) or recognizing authorities (IECEX | U.S. Coast Guard).