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## **1 Area of application**

The certification program at hand applies to the certification of systems 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](http://www.ibexu.com) in the respective service sectors.)
2. Has the requested scope of audit / certification (incl. relevant standards etc.) been clearly defined?
3. Are the products of the system requested for certification covered by the scope of the IBExU Institut für Sicherheitstechnik GmbH (hereinafter referred to as "IBExU®")?
4. Does the system for which a certification was applied for 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](http://www.ibexu.com/general-terms) apply.

### **2.2 Check of prerequisites - Evaluation step II**

1. Have the required documents been submitted
  - in the respective language and
  - in an adequate format?

Do they document completely the implementation of the scope of audit / certification applied for?

The general terms and conditions and the continuative general contractual terms and conditions published on [www.ibexu.com/general-terms](http://www.ibexu.com/general-terms) apply.

### **2.3 Evaluation of documents - Evaluation step I**

1. Do the documents meet the applicable requirements?

IBExU® will inform the customer, if the documents do not meet the applicable requirements. The customer has the right to correct documents or to cancel the order. IBExU® does not make any revisions or amendments of 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 submits further documents to the original order.

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

### ***Applicable requirements***

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

- Directive 2014/34/EU
- IECEx Certified Equipment Scheme
- Directive 2014/90/EU
- Code of federal regulations

each in conjunction with:

- ISO/IEC 80079-34
- the standards concerning the products of the system applied for

### **2.4 Evaluation of processes - Evaluation step II**

The customer receives an audit plan from IBExU® containing the basic data of the audit to be carried out. The customer is obliged to grant the auditors and, in individual cases, their observers access to the respective departments within the usual business / production hours, to provide them with the required documents and offer possibility to participate actively in the actual audit.

1. Do the documents and business / production processes comply?
2. Do the business / production processes meet the applicable requirements?

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

Corrections are not part of the original order, they are charged according to the expenditure for review and, if necessary, for auditing. A review of corrections starts from the time when the customer submits 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 documents and the processes meet the applicable requirements, IBExU® will prepare a report including a recommendation for certification.

**Applicable requirements**

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

- Directive 2014/34/EU
- IECEx Certified Equipment Scheme
- Directive 2014/90/EU
- Code of federal regulations

each in conjunction with:

- ISO/IEC 80079-34
- the standards concerning the products of the system applied for

**Observers**

Observers can be employees of the IBExU® (internal observers) as well as employees of the respective notifying authority (ZLS for Directive 2014/34/EU | BSH for Directive 2014/90/EU), the respective accredited body (IECEx | U. S. Coast Guard) or the body issuing the accreditation (DAkKS). The assignment of external observers depends on the scope of application applied for by the customer. The auditor must inform the customer in advance about the participation of one or more observers. IBExU® will bear the expenditure arising by the participating observers.

**2.5 Decision on certification**

After the assessment (2.4), the certification will be decided upon.

After an assessment (2.4) 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 (2.4), 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](http://www.ibexu.com/general-terms) apply.

**2.6 Documentation of certification**

After a positive decision on certification (2.5), 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](http://www.ibexu.com/general-terms) apply. IBExU® is entitled to suspend, withdraw or 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.

### **2.7 Surveillance - Evaluation step III**

In order to supervise the continued suitability of the certified system, one or two surveillance audits will be carried out within the duration of validity of the issued conformity document. In justified cases more surveillance audits can be carried out. The frequency of surveillance audits depends on the respective system type (type A - the system is certified in accordance with ISO 9001 / type B - the system is not certified in accordance with ISO 9001). For type A, the surveillance audit must be carried out after max. 18 months. For type B, it must be carried out after max. 12 months.

The surveillance audits shall include at least the steps 2.4 and 2.5.

### **3 Re-certification procedure**

In order to prove the continued suitability of the certified system beyond the validity of the conformity document issued for a limited period of time and thus to maintain the certification of the system, a re-certification procedure has to be carried out. The re-certification procedure shall be applied for by the holder of the conformity document. The application should be submitted in time so that the re-certification audit can be carried out three months prior to the expiry of the present conformity document. This gives the customer the possibility to process any deviations before the expiry of the certification.

The re-certification procedure shall include at least the steps 2.1 to 2.7.

### **4 Place of performance**

Except for the steps 2.4 and 2.7, the steps mentioned in 2 are carried out at  
IBEXU Institut für Sicherheitstechnik GmbH  
Fuchsmühlenweg 7  
09599 Freiberg | Germany.

The steps 2.4 and 2.7 are performed in the divisions of the customer according to the scope of audit / certification applied for.

If it is not possible to conclude a recertification procedure before the expiry of the temporary conformity document, the monitoring of each individual product (e. g. in accordance with Module F) must be initiated as soon as its validity expires. If the recertification audit can only be carried out after the expiry of the validity of the temporary conformity document, the procedure shall be carried out as an initial certification procedure.

### **5 Subcontracting**

IBEXU® is entitled to subcontract (partial) examinations. 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.

### **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](http://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 necessity of performance of an additional audit and on the certification (2.5). The customer will be informed about the decision. Depending on decision, the customer can be informed by means of a conformity document (2.6).

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](http://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).