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1 Information for Applicants

➤ This supplier documentation provides you with the basic information you require in order to be able to submit your application for certification. For further information please contact SEECERT on

> Telephone: +49 40 8557 - 2727

- 2583

➤ Fax: +49 40 8557 - 2529

E-Mail: <u>seecert@tuev-nord.de</u>

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Grosse Bahnstrasse 31

22525 HAMBURG

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Information Required from the Supplier

- > SEECERT requires from its customers an application which includes:
 - Details of business: name, address and legal form
 - A definition of the products to be certified (see also Section 5 of this supplier documentation)
 - A list of standards against which the product is to be certified
 - The scope of the desired certification
 - A statement that the applicant agrees
 - to comply with the requirements for certification and
 - to supply any information required.



Responsibilities of SEECERT

SEECERT is subject to the obligation

- to allow non-discriminatory and non-conditional access of applicants to the certification services;
- to require that an application for certification should be signed by a duly authorised representative of the applicant; (for further information on the application for certification, see Section 2 of this supplier documentation)
- to provide the applicant with additional information about the application on request.



Responsibilities of the Supplier

SEECERT requires of its customers that they should

- ➤ always comply with the relevant provisions of the certification programme (EN 45011, 8.1.2a),
- make all necessary arrangements for the conduct of the evaluation (EN 45011, 8.1.2b), (Evaluation is one step in the certification procedure.)
- make use of the certification only in respect of the area (scope of application, standards) for which it has been granted (EN 45011, 8.1.2c, 8.1.2f),
- ➤ not use their product certification in such a manner as to bring the certification body into disrepute (EN 45011, 8.1.2d) and
- use their certification in advertising only in a correct and responsible manner (EN 45011, 8.1.2e, 8.1.2g, 8.1.2h).

2 Application for Certification / Contract with SEECERT

- ➤ EN 45011 designates the contract that is concluded between the customer and the certification body when the customer commissions the certification body to carry out certification work as the "Application for certification".
- ➤ The length of time for which documents are kept at SEECERT is determined in each individual case, taking into account contractual obligations and legal requirements (e.g. Product Liability Law).
- Unless otherwise contractually agreed, the name of the supplier and the designation of the product will be published in the SEECERT list of certified products.
- > SEECERT reviews the application (EN 45011, 9.1) to ensure that
 - the requirements for certification are clearly (and completely) defined,
 - any differences of understanding between the applicant and SEECERT are resolved,
 - it has the capability to perform the certification service.



- ➤ If an application for product certification has been submitted to SEECERT and surveillance measures in accordance with Section 9 of this supplier documentation are required in connection therewith, the applicant shall when submitting the application, or in any case before the issue of the certificate, come to an agreement with SEECERT as to what surveillance measures are to be applied.
- ➤ If SEECERT accepts the task of processing the application, it will conclude a contract with the applicant.



3 Subcontracting

- ➤ With the agreement of its customers, SEECERT is entitled to subcontract certain stages of the certification procedure.
- SEECERT is entitled to commission testing laboratories with the testing or partial testing of products.
- ➤ SEECERT does not audit quality systems itself, but commissions other units of TÜV NORD Group to audit them.
- > SEECERT will obtain the applicant's consent before subcontracting any part of the procedure to other bodies.



4 Testing a Product

- ➤ Testing is in all cases the step in the certification procedure that requires the most time and effort.
- ➤ Testing generally involves both an examination of the documentation, including the operating instructions / instructions for use, and the testing of a random sample of type specimens.
- The testing of the type samples is carried out at a place to be agreed with SEECERT.
- For testing purposes the number of type samples laid down in the contract are to be made available free of charge by the supplier in operational or ready-for-use condition, together with any materials required for their operation and necessary spare parts.



- If the tests are not carried out on the premises of a testing body commissioned by SEECERT, the applicant must ensure that sufficient trained and qualified staff are available to handle the test items and to give the necessary information. In addition, the premises must be suitable for the performance of the tests concerned. SEECERT may also require qualified personnel to be made available if the tests are carried out on the premises of a testing body commissioned by SEECERT.
- ➤ If the type sample to be tested has already been supplied to a third party, the applicant must take steps to ensure that the test can be duly carried out.
- > SEECERT is to be permitted to enter and inspect the place of manufacture of the product to be tested. Its findings will be included in the test documentation.



- The testing body commissioned by SEECERT will produce a test report on the nature and quality of the test sample and the results of the tests; the applicant will receive a copy of this report.
- > The test report may only be quoted in full.
- SEECERT reserves the right to keep or to require the applicant to keep the test samples for purposes of comparison. If, after the testing on the premises of a testing body commissioned by SEECERT, there is no need for the test items to be kept, or if they are to be kept by the applicant, they will be held in readiness for collection for a period of six weeks after release. If the test items have not been collected within this period of time, SEECERT is entitled to return the test items at the applicant's expense or to charge for their storage.



5 Documents Required from the Customer

The following table is intended as an indication of the documents that may be required. Those that are actually required for any particular product certification must be determined in each individual case.

Document	System	Software	Hardware
Requirements specification	X	Х	X
Design, hardware			Х
Design, software		Х	
Hardware documentation			Х
Software documentation		Х	
Target hardware	Х		Х
Code	Х	Х	
Operating instructions	Х	Х	Х
Certificates already granted	Х	(X)	(X)
Quality system documentation	Х	(X)	(X)



Document formats

- ➤ The formats in which the documents are to be presented (computer files, texts and graphics) may be freely agreed between the supplier and the certification body.
- ➤ The arrangements at the testing bodies involved may make additional formats necessary. SEECERT therefore reserves the right to convert supplier's documents into other formats.
- ➤ In Annex A to its document 7125 the BSI proposes conventions for the file names of the necessary documents. SEECERT recommends suppliers to observe these conventions.



Languages

- > Normally German or English
- Other languages by agreement



6 Granting of the Certificate

- ➤ With regard to its requirements, evaluation and decision on certification, SEECERT confines itself to those matters specifically related to the scope of certification being considered.
- ➤ A certificate will only be granted if the product corresponds to the requirements of the normative documents against which the product is to be certified.



- > After the presentation of the test report, the test results are evaluated.
- ➤ If the evaluation is positive, a certificate is issued which declares that the type sample conforms with the normative documents against which the product was to be certified under the customer's application.
- ➤ If the evaluation is negative, this will be communicated to the customer together with a statement of the essential reasons.
- Only the complete wording of the certificate may be quoted.



- ➤ SEECERT undertakes to safeguard the confidentiality of all operational and business secrets that become known to it in the course of its certification activities. Unless otherwise agreed, however, SEECERT is entitled to publish the fact that the certificate has been issued. If certification is not successfully completed, SEECERT will inform other authorised bodies, insofar as it is required by law to do so.
- ➤ If SEECERT is required by law to disclose information gained in the course of the certification procedure, it will inform the supplier of such disclosure (EN 45011, 4.10.2).
- ➤ The certificate may contain restrictions, e.g. with regard to the area of application of a product. SEECERT does not issue conditional certificates.



Ancillary services

- Translation of the test report, the evaluation report and the certificate
- Publication of the result of the certification procedure
- Advice on procedures when changes or amendments are made to the subject of the certification



7 Maintenance and Extension of Certification

- The certificate may be valid only for a limited period, unless otherwise provided by an EC Directive. If the validity of the certificate is limited it may be extended, where necessary after a surveillance procedure.
- ➤ SEECERT is to be informed of any planned changes to be made to the product as compared with the type specimen tested or to the product-specific quality management measures. SEECERT must also be informed if components of a different origin from those previously used are incorporated. SEECERT will decide, if necessary after additional testing, whether the certificate remains valid.



8 Suspension or Withdrawal of Certification

- The certificate loses its validity if
 - a) its period of validity expires,
 - b) the holder of the certificate no longer fulfils the obligations contained in the contract concluded with SEECERT,
 - c) there are changes in the requirements relating to the certified product, taking into account transitional periods, unless it is determined by surveillance that the product fulfils the changed requirements,
 - d) the certificate is used for products which do not correspond to the certified product, unless SEECERT reaches a contrary decision after having been informed of the changes made to the product (see Section 7, Maintenance and Extension of Certification),
 - e) it is found that the holder of the certificate or his agent has deceived or attempted to deceive SEECERT or its agents,
 - f) faults are subsequently discovered in the products which were not identified at testing, or other facts become known which are barriers to the granting of a certificate.
- SEECERT is entitled to publish the fact that a certificate has ceased to be valid.

9 Surveillance of the Use of Certificates

After every successful product certification, SEECERT carries out surveillance to ensure that the certificate and the mark of conformity are used in accordance with the contract.

Unless otherwise contractually determined, SEECERT will request the supplier every two years to name sources from which the certified products, systems or components thereof are obtainable or users of the certified products, systems or components thereof. SEECERT will visit two such sources or users and carry out an inspection to satisfy itself that the products, systems or components supplied correspond to those certified. SEECERT's right of access to the user is to be regulated by contract where necessary.

Furthermore within surveillance the supplier shall provide to SEECERT the information about complaints on the certified products, systems or components (see page 27 as well).



10 Rights and Duties of Applicants and Suppliers

The rights and duties of applicants and suppliers are described in Sections 2 to 9 and in Section 12 of this supplier documentation.





11 Costs

- The costs that will be invoiced to applicants and suppliers of certified products comprise the costs of
 - initial certification,
 - surveillance and
 - the processing of changes and modifications.
- Fees are charged for SEECERT's activities. They are in accordance with the costs that SEECERT may expect to incur in the individual case.
- ➤ The applicant will be invoiced separately for fees arising out of the commissioning or participation of any other body. The applicant will be informed of the expected level of fees before any other body is commissioned or involved.



Fees for Surveillance

- > The following fees are charged for surveillance activities:
 - 720,- Euro plus taxes for surveillance and if necessary renewal the validity.
 - 280,- Euro plus taxes for every calendar year during which the certificate is valid, starting with the first year the certificate is valid.
- The charge for the years during which the certificate is valid, surveillance and if necessary renewal will be offered separately in time.
- The contractual relationship can be terminated by giving one month's notice to the end of a quarter. In the case of such termination, the certificate ceases to be valid prematurely.



12 Complaints

- > A distinction is made between:
 - the procedure for handling complaints about the work of SEECERT (EN 45011, 4.8.1f, 7.1, 7.2)
 - complaints that question the effectiveness of SEECERT's quality system and the procedures which it carries on its certification activities
 - appeals against a decision by SEECERT
 - the procedure for handling customer's complaints to the supplier of a certified product (EN 45011, 15)



Complaints about the work of SEECERT

- Complaints are to be submitted in writing; they should present the facts of the case and contain a request for remedy.
- ➤ Complaints concerning the effectiveness of SEECERT's quality system or the procedures under which it carries out its certification activities are submitted to the Advisory Board. Where necessary, this Board will require corrective measures to be taken and monitor their implementation.
- ➤ Appeals against a decision by SEECERT will be processed by the management. In particular cases, the Advisory Board will be involved. It will seek to reach an amicable agreement or a decision by arbitration.



Complaints about a Certified Product

➤ The holder of a certificate is to keep a record of all complaints relating to the safety and security of the products manufactured and of the actions taken to satisfy these complaints, and to make these records available to SEECERT for inspection on demand.

