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SKG REGULATIONS FOR ATTESTATION, PRODUCT CERTIFICATION AND PROCESS CERTIFICATION 2011

Declared binding by the SKG Executive Board on 01-07-2011

These SKG Regulations are a translation of the original Dutch text. Should there be disputes with regard to interpretation, the Dutch text shall be binding.



GENERAL INFORMATION

These SKG Regulations describe the conditions under which a statement of quality such as a attestation, a product certificate with/without attestation or a process certificate is awarded. In addition, these Regulations may also be declared to apply to the issue of other statements of quality such as an ETA and an EC statement of conformity. As well as describing the procedure for processing an application and maintaining a statement of quality, these Regulations also covers issues such as opportunities to comment, expertise, impartiality and the possibilities for appeal.

These Regulations record the working methods used in carrying out the investigations leading to the issue and maintenance of a statement of quality.

SKG is recognised by the Dutch Accreditation Council (*RvA*) in accordance with NEN-EN 45011 (C003) and NEN-EN-ISO/IEC 17021 (C079), for the certification systems:

- Attestation
- Product certification
- Process certification
- Management system certification
- Safety system certification

For its laboratory activities, SKG is recognised by the Dutch Accreditation Council (*RvA*) in accordance with NEN-EN-ISO/IEC 17025 (L406) for various activities relating to building envelopes, facade elements, door and window fittings and glass.

SKG is Notified Approval Body for CE marking and notified under number 0960. On the basis of these Regulations, SKG can also award an EC certificate of conformity for products within the SKG field of work. A contract is drawn up for this specifying regular inspections in the factory (known as "factory production control"). This takes place in line with annex ZA for the relevant harmonised European product standard

These SKG Regulations replace the SKG Attestation Regulations (published 07-04-2006), the SKG Product Certification Regulations (published 07-04-2006) and the SKG Process Certification Regulations (published 07-04-2006) and come into force without a transition period on 01-07-2011.

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Legal declaration

These Regulations were declared legally binding by the SKG Executive Board on 01-07-2011.



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CHAPTER 1 GENERAL PROVISIONS

SECTION 1.1 TERMINOLOGY

In these Regulations, the following definitions are understood:

SKG	: SKG, listed in the register of the Chamber of Commerce in The Hague under number S 41149 617.
Applicant	: Legal entity, which has applied in writing to be considered for a statement of quality from SKG.
Assessment basis	: The assessment basis for the issue of a statement of quality is a national or other Assessment Guideline (AG), SKG Quality Requirements (SKG-QR), ETAG, CUAP or a harmonised product standard.
Contracting party	: Holder of a statement of quality from SKG.
CoE	: Council of Experts, set up by SKG, operating for a designated field of work as described in the SKG Regulations for Councils of Experts.
Certification programme	: All activities, procedures and rules relating to the attestation and/or certification of a product or process.
Regulations	: SKG Regulations for attestation, product certification and process certification 2011.
Assessment Guideline (AG)	: A document accepted by the <i>Stichting KOMO</i> and <i>Stichting Bouwkwaliiteit</i> and declared binding by the SKG Executive Board, which contains requirements relating to KOMO attestation and/or certification.
Quality mark	: A quality mark that can be identified with a product or company, such as the KOMO label and the SKG quality marks.
SKG Quality requirements (SKG-QR)	: A document declared binding by the SKG Executive Board that contains all the requirements relating to SKG attestation and/or certification.
Statement of quality	: A document issued on the basis of an AG, SKG-QR, ETAG, CUAP or a harmonised product standard stating that the performance of the product or service conforms to the assessment basis.
Attestation	: A statement of quality issued on the basis of an AG in which SKG states that the characteristics of a building component satisfy certain requirements, provided the building component is manufactured as described in the attestation, conforming to the "technical specifications" described in the attestation.
Product certificate (+attestation)	: A statement of quality issued on the basis of an AG in which SKG states that the characteristics of a product or building component satisfy the relevant requirements, provided the product or building component is used as described in the product certificate (+attestation).
Process certificate	: A statement of quality issued on the basis of an AG in which SKG states that an identified process satisfies certain process specifications, as described for that process in a national or other assessment guideline.
ETA	: A European Technical Approval, a technical assessment of a product on the basis of an ETAG for the intended use, in relation to relevant provisions in the Building Products Directive (89/106/EEG), on the basis of which a CE mark can be carried.
ETAG	: A European Technical Approval Guideline, which serves as the assessment basis for the issue of an ETA.
CUAP	: Common Understanding of Assessment Procedure, which serves as the assessment basis for the issue of an ETA.
EC certificate of conformity	: A statement of quality issued by SKG as Notified Body that a product conforms to a European technical specification (in accordance with the relevant annex ZA in a harmonised EN standard or an ETA).



SECTION 1.2 COUNCIL OF EXPERTS

SKG has set up Councils of Experts for several different fields of work. Their task is to define and maintain the assessment basis for the issue of statements of quality. The Council also gives advice, on request or otherwise, concerning the certification policy to be followed by SKG, but in any events concerning:

- the nature and content of the certification systems, including the appropriate certification modules;
- requirements and methods of inspection on which a certification system is based;
- the frequency at which inspection visits and assessments must be repeated to establish whether the specified requirements are continuously satisfied;
- the regulations for the use of and the meaning of the statement of quality and the quality marks.

To facilitate the functioning of the Councils of Experts, SKG ensures that interested parties are evenly represented in their composition. Councils of Experts function in accordance with the provisions in the current SKG Regulations for Councils of Experts and the constitution of SKG.

SECTION 1.3 CERTIFICATION MODULE

The certification module describes the monitoring systems (such as the inspection frequency) corresponding to the certification programme and is included in the assessment basis concerned. In all cases, the sample must cover the full range of products and/or services, for which the contracting parties have committed themselves by contract to SKG.

For each certification programme, the relevant Council of Experts can specify further conditions in the certification module for the issue or prolongation of a statement of quality.

The Council of Experts evaluates the certification modules for correct operation at least once a year. SKG will provide the Councils of Experts with all information necessary for this. After evaluation, the certification modules will be approved by the Council of Experts, with any changes made.

SECTION 1.4 LIABILITY AND CONFIDENTIALITY

The issue of a statement of quality will never lead to the release from or reduction of the liability of the contracting party towards third parties for the quality of the products and/or services supplied by the contracting party to which the statement of quality relates.

SKG carries out all its work under the express condition that the client, the applicant and/or the contracting party renounces any right to make a claim for liability or damages and agrees to indemnify SKG against any claims for liability or damages from third parties.

SKG has committed itself by means of its Regulations and Constitution to maintain confidentiality concerning everything that is made available in confidence in connection with investigations relating to certification and/or attestation applications, as well as everything that can be deduced from reports and for which confidential treatment should be assumed.

SKG will not therefore use texts from documents for any purpose other than that for which they were made available to SKG without express permission in writing from the applicant and/or contracting party.

SECTION 1.5 PROVISION OF INFORMATION

SKG will provide to any person on request the necessary information about the certification programme implemented by SKG, the composition of the Councils of Experts and a list of holders of statements of quality issued by SKG.

SKG will provide the applicant and/or contracting party with the necessary information and also with the fees charged by SKG for work carried out in connection with the certification scheme. The fees only apply to the year of publication as stated on the list of fees, and are determined annually by the SKG Executive Board.



SECTION 1.6 STORAGE PERIOD FOR DOCUMENTS AND REPORTS

SKG will store all official documents and reports relating to the certification and/or attestation of building products and/or services for a period of at least 5 years, or up to 5 years from the expiry date specified on the statement of quality. After this period, the dossiers will be destroyed.

SECTION 1.7 USE AND PUBLICATION OF A STATEMENT OF QUALITY

The statements of quality issued by SKG may only be used verbatim and in their entirety for publicity purposes. Any other form of publication may only take place with the written permission of SKG.

SKG is entitled to announce the issue or withdrawal of a statement of quality issued by SKG, including the name and address of the contracting party concerned, in appropriate media.

SKG will be responsible for publication of the valid statements of quality issued by SKG on the website of Stichting KOMO and the website of SKG: www.skg.nl.

SECTION 1.8 COOPERATION AND SAFETY MEASURES WHILE WORKING

The applicant and/or contracting party will be responsible for the correct introduction of the SKG personnel in all places and departments where work will be carried out in connection with certification and/or attestation. SKG personnel will report to the applicant and/or contracting party or their authorised representative before starting their work. The applicant and/or contracting party undertakes to implement the necessary measures to ensure that the safety of SKG personnel is guaranteed.

SECTION 1.9 COMPLAINTS

If SKG receives a report of a complaint about a contracting party, SKG will immediately report this to the contracting party concerned.

If complaints are reported to SKG that are related to the certification and/or attestation by SKG, SKG has the right to carry out extra inspection visits or to investigate the complaints with costs payable by the party found wrong, in order to protect the rights granted by SKG.

If investigation of the complaints shows that the complaints can be traced to incorrect or inadequate functioning of the contracting party's quality management system, SKG will require the contracting party to implement corrective measures. The contracting party will be requested to report to SKG concerning the required corrective measures to be implemented. The effectiveness of the corrective measures will be verified on the occasion of the next regular inspection visit by SKG.

If the investigation shows that the complaint is justified and if no redress has been made to the complainant within a reasonable period, to be determined by SKG, this will lead to withdrawal of the statement of quality and the termination of the contract. In addition, after repeated written warnings, a fine to be determined by SKG can be imposed without the intervention of the courts, up to a maximum sum as specified in the contract. Identification and quality marks may not be affixed to products during the period when the statement of quality is withdrawn.

If SKG considers the complaint unfounded, SKG will reject the complaint, giving its reasons. If the complaint is rejected by SKG as unfounded, but the complainant persists in their objection, the dispute may be settled by a binding third-party ruling.

The cost of extra inspection visits will be charged to the contracting party in accordance with the statement of fees used by SKG.



SECTION 1.10 PROCEDURE FOR OBJECTIONS AND APPEALS

An interested party can register an objection with SKG to a decision taken by SKG. SKG will accept a notice of objection for processing within 30 days and inform the appellant of this. If necessary, SKG will instigate an investigation and respond to the notice of objection, including its reasons.

If the objection is rejected, and the applicant persists in the objection, the dispute will be settled by a binding third-party ruling. The advisor to be appointed for a binding third-party ruling must be a sworn legal expert or a professional expert, depending on the nature of the objection. The advisor for a binding third-party ruling will be appointed by the applicant and SKG in consultation. The advisor for a binding third-party ruling will make an equitable judgement in a recommendation that is binding for both parties.

If no agreement can be reached by the parties on the person to be appointed, a binding ruling will be requested from the Arbitration Tribunal of the (Arbitration Council for the Metal Industry) *Stichting Raad van Arbitrage voor Metaalnijverheid en Handel* (current name), registered in The Hague. A copy of the current constitution of the *Stichting Raad van Arbitrage* will be sent to the contracting party immediately on request.

The costs incurred in obtaining the binding ruling will be borne by the applicant, unless the advisor considers this manifestly unreasonable, either entirely or partially.

SKG will ensure that the result of a binding ruling will be made known within a period of 2 months from the time an appeal was accepted for processing and an advisor for a binding third-party ruling was appointed. This period can be extended, with reasons being given, in consultation with the appellant and the advisor for a binding ruling.

SECTION 1.11 PAYMENT OBLIGATIONS

The fees charged by SKG are based on a statement of fees drawn up for that year by the SKG Executive Board.

For every activity carried out by SKG in accordance with a contract, the cost will be charged to the applicant and/or contracting party in accordance with the tender and/or the specified fees. This is subject to the payment conditions applied by SKG and stated on the invoice.

A negative assessment of the application or rejection according to the Regulations does not affect in any way a contractual obligation to make payment. If SKG personnel are unable to carry out their work during a visit because insufficient documents, information, assistance and/or guidance can be made available, it is the obligation of the applicant and/or contracting party to inform SKG of this in good time. If, due to negligence on the part of the applicant and/or contracting party, no activities can be carried out during a visit that was announced in advance, the cost will be charged to the applicant and/or contracting party.

Termination of the contract does not affect the payment obligations of the contracting party.

If payments are not made to SKG within the specified payment period, SKG is entitled to consider the contract dissolved, without loss of any right to claim payment, in or out of court.

In such cases, SKG will also be entitled to claim payment plus the statutory interest determined by the Netherlands Central Bank (*Nederlandse bank*) as well as payment of all costs incurred in and out of court for the purpose of collection of the claim.



CHAPTER 2 APPLICATION PROCEDURE FOR A STATEMENT OF QUALITY

SECTION 2.1 CRITERIA FOR THE ACCEPTANCE OF AN APPLICATION

SKG applies the following conditions for accepting an application for certification and/or attestation for further processing:

- a) The application must be submitted to SKG with the application form in accordance with the model in appendix I;
- b) The applicant must be a legal entity and must be demonstrably responsible for and/or have an immediate interest in the provision of products and/or services;
- c) SKG will only accept application forms for processing if they have been completely filled in and signed;
- d) SKG reserves the right to refuse to consider applications for areas of work in which it does not consider it has sufficient expertise;
- e) SKG reserves the right, if a contract with an applicant is terminated prematurely under the Regulations, to refuse to accept a new application from the applicant concerned for processing within six months of the termination of the contract;
- f) The applicant is aware of and accepts that a certification module determined by SKG is a binding condition for the statement of quality;
- g) The applicant will declare that while the certification and/or attestation investigation is under way, no similar application will be made to another certification body, and that no similar certification programme has been terminated under the Regulations within a period of six months before the date of the application;
- h) The application for a statement of quality will not be accepted for processing before an assessment basis is available and a certification module has been specified, on the basis of a decision by the Council of Experts in question;
- i) The applicant may in no circumstances endanger the impartiality or independence of SKG;
- j) The SKG auditor has carried out no internal audits for the applicant and has had no advisory or other links with the applicant within a period of 2 years before the submission of the application.

SKG will decide within about 2 weeks of receiving the application whether this will be accepted for processing or not. Rejection of the application will be accompanied by the reasons for this. If the application is rejected, the applicant will be informed, with reasons, as quickly as possible.

In cases of doubt, the decision may be postponed by up to 30 days in consultation with the applicant, unless the applicant is able to accept a longer period.

SECTION 2.2 THE APPLICATION PROCEDURE

On request, SKG will supply any information necessary for information purposes and for the processing of an application, such as:

- a) an application form;
- b) a copy of these Regulations;
- c) the applicable assessment basis;
- d) a tender for carrying out the certification and/or attestation investigation.

A tender is valid for 3 months, if not otherwise stated in the tender. SKG only considers itself bound to carry out the work under the terms of the tender if a commission in writing to carry out the work in accordance with the tender is received by SKG within the period specified.

By submitting a valid, signed application form, the applicant declares agreement with the contents of the tender and these SKG Regulations. The applicant also undertakes to fulfil the payment obligations for acceptance of an application for processing.

If the application satisfies the specified conditions, the assessment of the company and the certification and/or attestation investigation will be set in motion.



SECTION 2.3 THE ASSESSMENT OF THE COMPANY

After receiving the application form and the accompanying documents, SKG will initiate an assessment of the company. The purpose of the assessment of the company is to acquire an understanding of the applicant's company and the quality system followed. In addition, SKG will determine to what extent a controlled production or other process exists, on the basis of the requirements of the assessment basis. SKG will be provided promptly on request with any documentation necessary for the assessment.

On the basis of the results contained in the company assessment report, the certification manager will decide whether the certification and/or attestation procedure for the applicant can go ahead.

SECTION 2.4 THE QUALITY INVESTIGATION

SECTION 2.4.1 THE CERTIFICATION INVESTIGATION

For the issue of a certificate, a certification investigation will be carried out, based on the current certification module applicable to the subject of certification.

The certification investigation consists of at least one visit announced in advance, plus at least one unannounced visit, depending on the contents of the certification module as determined by the relevant Council of Experts. A random sampling method will be used to determine whether the products or services satisfy the requirements specified and whether the overall quality of process control satisfies the requirements of the relevant assessment basis. The unannounced visits will be repeated if necessary until SKG judges that the quality level required for certification has been reached.

The certification investigation takes place at the business location of the applicant. If the production of products takes place at several production locations, the certification investigation will also be carried out at the production locations concerned.

The result of the certification investigation will be recorded in a report. This report will be made available to the applicant.

On the basis of the results of the certification investigation, it will be decided whether the products or services supplied by the applicant satisfy the requirements specified and to what extent the system of internal quality control (IQC) functions correctly and satisfies the requirements specified.

The applicant will be notified of the decision taken after assessment of the investigation results within a month of the completion of the investigation.

In the case of a negative assessment of the certification investigation, the applicant is at liberty to submit the application for certification to SKG again after implementing the corrective measures that are considered necessary.

The SKG official responsible for the assessment of the investigation results draws up a final report to inform the certification manager of the results of this assessment.

SECTION 2.4.2 THE ATTESTATION INVESTIGATION

The attestation investigation consists of a once-off inspection to assess whether the product to be attested satisfies the requirements specified, or a specific part of these, and whether the overall quality of process control satisfies the requirements of the relevant assessment basis.

If previous investigation reports are available, these will be made available to SKG free of charge and will remain the property of the applicant. Investigation reports can only be accepted if the investigation methods are in accordance with the requirements specified in the relevant assessment basis and insofar as the audit body or inspection body satisfies the requirements of NEN-EN ISO/IEC 17025.

All tests that are judged by SKG to be relevant in accordance with the assessment basis must be carried out with a positive assessment result. The attestation investigation or parts of this will be repeated until SKG considers that the requirements are satisfied.

The result of the attestation investigation will be recorded in a report. This report will be made available to the applicant.



The applicant will be notified of the decision taken on the basis of the investigation results within a month of the completion of the investigation.

In the case of a negative assessment, the applicant is at liberty to submit another application for attestation to SKG.

The SKG official responsible for the assessment of the investigation results draws up a final report to inform the certification manager of the results of this assessment.

SECTION 2.5 DECISION CONCERNING THE APPLICATION

If there is no existing contract with SKG on the subject of certification and/or attestation, the certification manager will then decide about a contract to be entered into with the applicant. After a positive decision concerning the application for the statement of quality, the entrance fee as specified in the statement of fees will be charged once.

If a contract with the applicant does already exist, then on the basis of this contract, in the case of a positive result of the assessment, the statement of quality can be issued to the applicant without further action, on the decision of the certification manager.

If the applicant is not satisfied with the result, an appeal can be made against the decision of SKG as described in these Regulations.

SECTION 2.6 THE CONTRACT

After the certification manager has accepted the positive recommendation for a contract to be entered into with SKG, the applicant will be sent a contract in duplicate for signing, as in the model in appendix II, III or IV.

SKG will be sent back one copy of the contract, validly signed, with the addition of an extract from the records of the Chamber of Commerce. The contract will be automatically renewed each year if it is not terminated in the meantime.

If a contract already exists between SKG and the applicant on the basis of these Regulations, in connection with another statement of quality, SKG can decide not to draw up a new contract, and the existing contract will also apply to the issue of a new statement of quality.

SECTION 2.7 ISSUE OF AND RIGHTS TO DISPLAY THE STATEMENT OF QUALITY

After all the obligations laid down in these Regulations have been met, a statement of quality will be issued to the contracting party, in accordance with the model as included in the relevant assessment basis. This grants the contracting party the right to profile themselves verbally and in writing as a contracting party to a statement of quality issued by SKG. From then onwards, quality marks as specified in the statement of quality may be affixed to products. Any earlier use of quality marks and/or publication suggesting the existence of any association with SKG can lead to the implementation of appropriate sanctions, including stopping the processing of the application and exclusion from certification and/or attestation.

The statement of quality bears the name of the contracting party. If the production of products takes place at any other locations besides the business location of the contracting party, the production locations concerned will be mentioned on the statement of quality.

A statement of quality is valid for a maximum of 5 years. As long as the contract is not terminated, the statement of quality will be issued again for a period of up to 5 years once the period of validity has expired. All current versions of the statements of quality issued are published at www.skg.nl.



SECTION 2.8 USE OF QUALITY MARKS

For the use of the SKG logo and other quality marks linked to certification and/or attestation, the instructions for the use of SKG quality marks must be followed.

By providing the products with an identification mark, the contracting party declares that the products supplied conform with the description given in the statement of quality.

The contracting party must ensure that no confusion for the public in the market can arise about the subject of certification and/or attestation for which a statement of quality was issued. SKG will monitor this, and if infringements occur, sanctions and possibly fines can be imposed, in accordance with the relevant provisions of the contract.

If complaints about the contracting party, related to the subject of certification and/or attestation, originate from incorrect or unjustified use of a quality mark, SKG will be entitled to investigate the complaints with costs payable by the party found wrong, in order to protect the rights granted by SKG to the contracting party. If the complaints are justified, sanctions will again be applicable.

Changes or alterations to quality marks and/or identification marks affixed by contracting parties to products certified and/or attested by SKG must be reported immediately to SKG.



CHAPTER 3 MAINTENANCE OF THE CONTRACT

SECTION 3.1 PERIODIC INSPECTIONS

Once authorisation has been granted to carry a statement of quality issued by SKG, inspection visits will take place during the period that the statement of quality is valid, in accordance with the certification module as described in the relevant assessment basis.

The inspections will take place at the business location of the contracting party. If the production of products takes place at several production locations, the periodic inspection will also be carried out at the production locations concerned.

If necessary, the visits will be repeated more frequently than is strictly necessary under the terms of the contract, if SKG judges that this is necessary for the maintenance of the required quality level.

SECTION 3.2 THE INSTIGATION OF CORRECTIVE MEASURES IF DEFICIENCIES ARE IDENTIFIED

In the case of deficiencies, effective corrective measures are a necessary condition for the continuation of the contract.

If deficiencies in relation to the assessment basis are identified during an inspection visit, the contracting party will be informed of this immediately.

The Council of Experts has specified in the certification module and the sanctions policy of the relevant certification programme whether and within what period the deficiencies must be eliminated and whether it is necessary to carry out an extra inspection to judge whether the corrective measures have been effectively implemented within the period agreed.

In the certification module and the sanctions policy of a certification programme, a distinction can be made between a fundamental fault and a non-fundamental fault. A fundamental fault generally has a direct relationship with the Buildings Decree (*Bouwbesluit*). The certification module and the sanctions policy of the certification programme specify the sanctions that are applicable.

If more deficiencies on the part of the contracting party are identified than are permitted under the terms of the certification module and the sanctions policy, this leads to suspension of the right to carry the statement of quality concerned for the duration of up to six months, to be decided by SKG. Identification and certification marks may not be affixed to products during this period.

If no improvement is observed during a following inspection, this will lead to definitive withdrawal of the statement of quality concerned, with the possible result of termination of the contract, in accordance with the sanctions policy followed by SKG .

The cost of any extra audit or inspection visits necessary for the continuation of the contract will be charged to the contracting party in accordance with the statement of fees used by SKG.

The decision to suspend or withdraw a statement of quality will, when published, also lead to the mention of the imposed sanction on the SKG website.



SECTION 3.3 REPEAT APPLICATION FOR A STATEMENT OF QUALITY

If a contract had to be terminated in accordance with the Regulations, a new application from the contracting party will not be accepted for processing until at least six months after the termination of the contract.

However, SKG reserves the right, if a contract is terminated in accordance with the Regulations, to refuse to accept an application for processing for a period of two years or longer if necessary, if and for as long as it cannot be established that adequate corrective measures have been taken.

SECTION 3.4 MEASURES AND SANCTIONS AGAINST IMPROPER USE OF THE STATEMENT OF QUALITY

Only products that meet the specifications of a statement of quality issued by SKG and are provided with the compulsory identification and certification marks and/or any quality mark indicated on the statement of quality are to be traded and/or brought on to the market as such. If necessary, market research and any other legal means available to SKG can be used to verify that products or services are traded in a correct manner and/or that identification marks are used correctly.

Fraudulent actions will lead to a fine in accordance with a sum to be determined by SKG, as well as termination of the contract and publication of this in appropriate media, including the SKG website.

SECTION 3.5 OVERLAPPING ACTIVITIES FOR MANAGEMENT SYSTEM CERTIFICATION

If a contracting party holds a management system certificate, such as an ISO 9001 certificate, with a similar scope to that of the basis for the statement of quality, then the audit intensity relating to the Internal Quality Control can be modified appropriately, in accordance with the relevant certification module.

See the SKG Regulations for Management System Certification for information about applying for a management system certificate.

SECTION 3.6 TERMINATION OF THE CONTRACT

Voluntary termination of the contract takes place in accordance with the relevant provisions in the contract with the contracting party.

In addition, in accordance with the provisions of the contract, the contract will be considered terminated in the case of bankruptcy, or if deficiencies are observed that are not eliminated in a timely manner by means of effective corrective measures.

Failure to meet payment obligations, or to meet these on time, can also lead to termination of the contract.

If the contract is terminated, SKG has the right to publish this in appropriate media chosen by SKG.

SECTION 3.7 FINAL PROVISIONS

These Regulations can be cited as: "SKG Regulations for attestation, product certification and process certification".

In cases not provided for by these Regulations, SKG has the right to decide, without prejudice to the possibility for the applicant, contracting party or other interested party to seek arbitration.

All previous editions of these Regulations, as well as any interim revisions, are superseded by the publication of this edition of the Regulations.



APPENDICES

APPENDIX I

MODEL APPLICATION FORM



APPLICATION FOR AN SKG STATEMENT OF QUALITY

(Forming part of the SKG Regulations for attestation, product certification and process certification)

1. The applicant:

Company name :
Street/ PO box :
Postcode :
Place :
Telephone number :
Fax number :

2. Production location(s) of the applicant:

Street/ PO box :
Postcode :
Place :

Street/ PO box :
Postcode :
Place :

3. The applicant requests SKG to carry out an investigation for the issue of one of the following statements of quality:

- | | |
|--|----------------------------|
| <input type="radio"/> SKG-KOMO attestation | on the basis of AG (BRL) |
| <input type="radio"/> SKG-KOMO attestation for burglary prevention | on the basis of AG (BRL) |
| <input type="radio"/> SKG-KOMO product certificate (+attestation) | on the basis of AG (BRL) |
| <input type="radio"/> SKG-KOMO product certificate | on the basis of AG (BRL) |
| <input type="radio"/> SKG-KOMO process certificate | on the basis of AG (BRL) |
| <input type="radio"/> SKG product certificate | on the basis of SKG-QR |
| <input type="radio"/> ETA | on the basis of ETAG/ CUAP |
| <input type="radio"/> EC certificate of conformity | on the basis of EN |

Comment:

If you are interested in ISO 9001, VCA, ISO 14001 or OHSAS 18001 certification, please contact SKG.

4. The product or service can be described as follows:



6. Applicant's declaration

I hereby declare:

- ☐ that I have not submitted an application to any other certification body in the Netherlands recognised for this field of work for a statement of quality for the building product mentioned under points 4 and 5; *)
- ☐ that I have previously submitted an application to another certification body recognised for this field of work for a statement of quality for the building product mentioned under points 4 and 5, but that I have terminated this application or terminated the contract with the body in question at least 3 months before the date of this application; *)

*) *check as appropriate.*

- that I assent to the application procedure as described in the current SKG Regulations for attestation, product certification and process certification, having received a copy of these Regulations and being familiar with the contents;
- that I will pay the costs arising from the investigation, in accordance with the current payment obligations valid in the Netherlands on the date of the application, and in accordance with the tender and price quotation received from SKG;
- that I will provide support for the application procedure, as required;
- that I will ensure that the production or working locations can be visited at any time by SKG or its representative;
- that I will not associate the name of SKG in any way with the product to which this application relates, other than as permitted by SKG;
- that I will not hold SKG liable for any damage arising from the investigation or the processing of this application.

(name)

(place and date)

(signature)

Please return this form to SKG



Postbus 362
6700 AJ WAGENINGEN
Tel. 0317-421720
Fax. 0317-421677
Email info@skg.nl

Enclosures:

- Extract from the records of the Chamber of Commerce (*Kamer van Koophandel*) not more than 3 months old.



APPENDIX II

MODEL CONTRACT FOR ATTESTATION



**CONTRACT FOR ATTESTATION
ON THE BASIS OF ASSESSMENT BASIS <TITLE OF THE ASSESSMENT GUIDELINE>**

The undersigned:

SKG, legally registered in The Hague, with its office
in Wageningen, represented here by:

<name>, Certification manager

on the one hand, hereinafter referred to as "SKG" and

<company name>

legally registered in

<place>

and represented here by

<name>, <position>

on the other hand, hereinafter referred to as "the contracting party";

declare that they have agreed as follows:

SECTION 1

In this contract, the following definitions are understood:

- SKG : The first party mentioned above, SKG, listed in the register of the Chamber of Commerce in The Hague under number S 41149 617.
- Contracting party : The second party mentioned above, the holder of a statement of quality from SKG.
- Regulations : The current "SKG Regulations for attestation, product certification and process certification.
- Assessment basis : The assessment basis for the issue of a statement of quality is a national or other Assessment Guideline (AG) or SKG Quality Requirements (SKG-QR) as stated on page 1 of this contract.
- Products : Building or other products and/or building components for which a certification programme is in force and for which a certification module as referred to in the Regulations has been established.
- Statement of quality : A statement of quality issued on the basis of an AG, SKG-QR, ETAG, CUAP or a harmonised product standard
- Quality mark : A quality mark by which a product can be identified, such as the KOMO label and the SKG quality marks.

SECTION 2 – GENERAL

1. The contracting party declares that they have received a copy of the assessment basis mentioned on page 1 and a copy of the Regulations from SKG.
2. The contracting party declares, by validly signing this contract, that they accept the provisions below and the contents of the Regulations and the assessment basis referred to in section 1; these Regulations and assessment basis form an integral part of this contract. The contracting party authorises SKG to make unilateral changes to the contents of this contract, the Regulations and the assessment basis, if SKG considers this necessary for the satisfactory operation of the certification programme. In such a case, the contracting party can exclude the effects of the changed provisions from their point of view by premature termination of this contract, as specified in more detail in section 10. The changes incorporated by SKG will not come into effect earlier than two months after SKG has notified the contracting party, unless otherwise specified by written notification by SKG.
3. Until such time as the statement of quality that has been applied for is issued, the applicant is not permitted to profile themselves in any way at all as a holder or candidate holder.

SECTION 3 - USE OF A STATEMENT OF QUALITY

1. The contracting party is aware that a statement of quality issued by SKG on the basis of a contract for attestation cannot be construed as a declaration by SKG that all products supplied by the contracting party conform with the specifications mentioned in the statement of quality and that there is explicitly no question of certification of the company and/or the product.
2. The contracting party has the following obligations:
 - a. to solely manufacture or put on the market under the statement of quality products that satisfy the requirements of the current assessment basis;
 - b. to solely provide products supplied under the statement of quality with the identification marks as stated in the statement of quality, if they are supplied in combination with the processing instructions necessary for correct processing, insofar as these are not stated in the statement of quality issued by SKG;
 - c. To refrain from profiling themselves as holder of a statement of quality before being entitled to do so, when SKG makes this known by issuing the statement of quality concerned, and for as long as the statement of quality issued by SKG remains valid.
3. Insofar as delivery and/or assembly of products is agreed under the statement of quality, this must take place on production of a replica of the edition of the statement of quality valid on the date of the tender for delivery, as issued to the contracting party by SKG in accordance with the procedural provisions of this contract. On request, the secretarial office will provide one or more copies of the statement of quality issued to the contracting party, for the applicable fee.

SECTION 4 - MONITORING BY SKG

1. The contracting party accepts that compliance with the obligations arising from section 3 will be monitored by or on behalf of SKG, by means of random sampling in accordance with the relevant provisions of the current certification module, which on the recommendation of the Council of Experts is a binding condition at any time for the continuation of the contract, in accordance with the relevant provisions in the Regulations.
2. In connection with the monitoring referred to in subsection 1, SKG will periodically, but at least once a year, verify and/or assess whether the product specifications and/or method of production as stated in the statement of quality remain unchanged, and therefore satisfy the criteria for validity. Moreover, SKG will at the same time establish whether the registration and processing of complaints, as described in section 5, is carried out satisfactorily.
3. SKG is entitled, after informing the contracting party of this, to carry out extra inspection visits to the contracting party when there are reasons for this; these visits to be carried out by one or more persons provided with valid means of identification. The contracting party is obliged to give the persons referred to access to those operating and storage areas that are relevant for effective monitoring to be carried out, provided this takes place during normal working hours.
4. The contracting party must ensure, at their own risk and expense, that during verification and/or assessment as referred to in subsection 2, all resources and facilities necessary for carrying out the activities correctly are made available.



SECTION 5 - COMPLAINTS

1. All complaints relating to the quality of products supplied must be registered and made available to SKG for the purpose of verification and monitoring that these have been correctly processed. Complaints from third parties must be investigated by the contracting party with due care and if the complaint is found to be justified, the contracting party must make suitable redress to the complainant.
2. The contracting party is obliged to implement appropriate measures to prevent repetition of complaints. The contracting party will set up and maintain for this purpose a registration system for the handling of complaints, which is readily comprehensible to SKG, and if required in connection with complaints taken up with SKG, report to SKG immediately on request concerning the handling of complaints, so that monitoring by SKG as authorised can take place effectively.
3. If requested by SKG, the contracting party will cooperate, on the instructions of SKG, with the investigation of complaints, with costs payable by the party found wrong. The contracting party agrees that the report relating to the investigation will be available to the complainant.

SECTION 6 - PAYMENTS

1. The contracting party undertakes to pay entrance fees and subscription fees in accordance with the fees for attestation for carrying out work specified in the contract, in order to maintain this contract and the attestation. In the case of changes to the fees, the amended fee only applies to work carried out after the amendment.
2. The contracting party undertakes to pay the invoices sent by SKG in full within 30 days of the invoice date. If this period is exceeded, the contracting party will be liable, without any further demand for payment, to pay the statutory interest on arrears of payment that is owed on the sum outstanding as well as all costs incurred in or out of court for recovering the claim.
3. If debt collection measures must be instigated by or on behalf of SKG for the purpose of collecting overdue payments, then the collection costs as specified by the Netherlands Bar Association (*NOvA*) will be payable by the contracting party.

SECTION 7 – PENALTY FOR IMPROPER USE OF THE STATEMENT OF QUALITY

1. On withdrawal of the right to use a statement of quality issued by SKG as referred to in section 3, or on termination of this contract by any means whatsoever, the contracting party will refrain from further use of the statement of quality and the affixation of quality marks, subject to a penalty of at least € 5,000 for each infringement and of € 500 for each day that the infringement continues, without recourse to the courts.
2. If the contracting party makes improper use of the statement of quality issued by SKG or the quality marks referred to in the statement of quality, use of these quality marks being solely permitted on the certified products under the conditions stated in section 3, then in addition to deciding to terminate the contract as provided for in section 10, SKG can impose on the contracting party – without recourse to the courts – a financial penalty up to a maximum sum of € 25,000, in accordance with provisions in the Regulations, without prejudice to any other rights of SKG. On termination of the contract, SKG may in that case decide to proceed with publication as provided for in section 8.

SECTION 8 - PUBLICATION

1. SKG is authorised to publish, in appropriate journals and/or public media considered suitable for this, the fact that the contracting party is entitled or no longer entitled to communicate the attestation of their company and/or products.
2. SKG undertakes to publish, at least once a year, a list of names of contracting parties that are entitled to deliver and/or assemble goods under a statement of quality issued by SKG.
3. SKG is also authorised, in the case referred to in section 7, to publish as a sanction in all appropriate public media, giving its reasons, the fact that the contracting party concerned is no longer entitled to deliver goods under a statement of quality issued by SKG.

SECTION 9 - DISPUTES

1. Any disputes arising from this contract or any contracts following on from this contract, insofar as these disputes relate to statements made by SKG concerning attestation, will be settled by a binding third-party ruling. The advisor for the binding third-party ruling will be appointed by the contracting party and SKG in consultation. The advisor for a binding third-party ruling will make an equitable judgement in a recommendation that is binding for both parties.
2. If no agreement can be reached by the parties on the person to be appointed, a binding ruling will be requested from the Arbitration Tribunal of the *Stichting Raad van Arbitrage voor Metaalnijverheid en Handel* (current name), registered in The Hague.
3. A copy of the current constitution of the *Stichting Raad van Arbitrage voor Metaalnijverheid en Handel* will then be sent to the contracting party immediately on request.
4. The costs incurred in obtaining the binding ruling will be borne by the applicant, unless the advisor considers this manifestly unreasonable, either entirely or partially.

SECTION 10 - TERMINATION OF THE CONTRACT

1. This contract is valid for an indefinite period, and will be automatically renewed each year. Either of the parties can give notice of termination of the contract by 1 July of a calendar year at the latest, for the termination to come into effect on 1 January of the following calendar year.
2. However, the contract can also be terminated at other times in connection with changes to this contract, or to the Regulations, and/or to the assessment basis used by SKG, which may be made by SKG on the basis of its authority in accordance with section 2 subsection 2 of this contract, if the contracting party informs SKG of its objection to the change within 30 days of the dispatch date of the relevant letter from SKG. In that case, the contract will be considered to be terminated on the first day of the month following this written objection.
3. SKG can also decide to terminate this contract on the basis of the provisions of section 12, without prejudice to its rights to recover payments as provided for in section 6.

SECTION 11 - LIABILITY

1. Neither SKG nor those in its employment nor third parties called in by SKG while carrying out its work can be held liable for any damage suffered by the contracting party connected with the execution of this contract or its termination.
2. The contracting party indemnifies SKG and the other parties referred to above against all claims from third parties relating to the use of the certification system in the execution of this contract.
3. The contracting party indemnifies not only SKG, but also Stichting KOMO and SBK against all claims from third parties relating to or arising from the use of quality marks on the basis of this contract.

SECTION 12 – FAILURE TO FULFIL OBLIGATIONS

1. If the contracting party fails to fulfil any obligation arising from this contract, including the Regulations and the relevant assessment basis, SKG can withdraw the entitlement of the contracting party as described in section 3.

SECTION 13 – WARRANTY OBLIGATION

1. The contracting party must issue a warranty to its customers that at the time of delivery, products covered by the statement of quality at least satisfy the relevant assessment basis, valid at the time of the tender.

Drawn up and signed in duplicate: date: <date>, in Wageningen.

For SKG:

For the contracting party:

.....

.....

<name>
Certification manager

<name>
<position>

Company stamp:



APPENDIX III

MODEL CONTRACT FOR PRODUCT CERTIFICATION



**CONTRACT FOR PRODUCT CERTIFICATION
ON THE BASIS OF ASSESSMENT BASIS <TITLE OF THE ASSESSMENT GUIDELINE>**

The undersigned:

SKG, legally registered in The Hague, with its office
in Wageningen, represented here by:

<name>, Certification manager

on the one hand, hereinafter referred to as "SKG" and

<company name>

legally registered in

<place>

and represented here by

<name>, <position>

on the other hand, hereinafter referred to as "the contracting party";

declare that they have agreed as follows:

SECTION 1

In this contract, the following definitions are understood:

- SKG : The first party mentioned above, SKG, listed in the register of the Chamber of Commerce in The Hague under number S 41149 617.
- Contracting party : The second party mentioned above, the holder of a statement of quality from SKG.
- Regulations : The current SKG Regulations for attestation, product certification and process certification.
- Assessment basis : The assessment basis for the issue of a statement of quality is a national or other Assessment Guideline (AG) or SKG Quality Requirements (SKG-QR) as stated on page 1 of this contract.
- Products : Building or other products and/or building components for which a certification programme is in force and for which a certification module as referred to in the Regulations has been established.
- Statement of quality : A statement of quality issued on the basis of an AG or SKG-QR or a harmonised product standard.
- Quality mark : A quality mark by which a product can be identified, such as the KOMO label and the SKG quality marks.
- Production handbook : A component of the quality system in which the technical aspects in relation to the production of the products are described.

SECTION 2 – GENERAL

1. The contracting party declares that they have received a copy of the assessment basis mentioned on page 1 and a copy of the Regulations from SKG.
2. The contracting party declares, by validly signing this contract, that they accept the provisions below and the contents of the Regulations and the assessment basis referred to in section 1; these Regulations and assessment basis form an integral part of this contract. The contracting party authorises SKG to make unilateral changes to the contents of this contract, the Regulations and the assessment basis, if SKG considers this necessary for the satisfactory operation of the certification programme. In such a case, the contracting party can exclude the effects of the changed provisions from their point of view by premature termination of this contract, as specified in more detail in section 11. The changes incorporated by SKG will not come into effect earlier than two months after SKG has notified the contracting party, unless otherwise specified by written notification by SKG.
3. Until such time as the statement of quality that has been applied for is issued, the applicant is not permitted to profile themselves in any way at all as a holder or candidate holder.

SECTION 3 - USE OF A STATEMENT OF QUALITY

1. The contracting party has the following obligations:
 - a. to solely manufacture or put on the market under the statement of quality products that satisfy the requirements of the current assessment basis;
 - b. to solely provide products supplied under the statement of quality with the identification marks as stated in the statement of quality, if they are supplied in combination with the processing instructions necessary for correct processing, insofar as these are not stated in the statement of quality issued by SKG;
 - c. to ensure that, for the purpose of correct sampling, SKG has access to the full range of products in production under the statement of quality, as well as products that conform to this.
 - d. to maintain and keep up-to-date the quality system assessed by SKG in relation to the production process, in accordance with the provisions in the Regulations and/or provisions in the relevant assessment basis on which the issue of the statement of quality was based, and if any changes are made to this quality system, to inform SKG of this immediately, if the nature of the change makes it reasonable to expect this;
 - e. to inform SKG immediately if production is subcontracted out at any time to third parties under a licensing agreement, in which case SKG will be entitled, if any provision in the Regulations and/or assessment basis is not fulfilled, to exclude from the contract products manufactured by third parties under a licensing agreement.
 - f. to refrain from profiling themselves as holder of a statement of quality before being entitled to do so, when SKG makes this known by issuing the statement of quality concerned, and for as long as the statement of quality issued by SKG remains valid.
3. Insofar as delivery and/or assembly of products is agreed under the statement of quality, this must take place on production of a replica of the edition of the statement of quality valid on the date of the tender for delivery, as issued to the contracting party by SKG in accordance with the procedural provisions of this contract. On request, the secretarial office will provide one or more copies of the statement of quality issued to the contracting party, for the applicable fee.

SECTION 4 – OBLIGATIONS OF AND MONITORING BY THE CONTRACTING PARTY

1. The contracting party declares, by signing this contract, that they consider themselves bound to comply with the obligations under the Regulations in relation to regularly monitoring compliance with and keeping up-to-date the provisions of the production handbook, insofar as this contract requires a production handbook to be kept and maintained as a result of the nature of the subject of certification pursuant to provisions in the assessment basis followed by SKG.
2. In connection with the provisions of subsection 1, the contracting party is responsible for having and keeping satisfactory personnel capable of its tasks in order to carry out the work, and will keep up-to-date any training plan that may be necessary for this.
3. The contracting party will ensure a proper transfer of information to SKG concerning the quality assurance system established for the purpose of internal quality control, and undertakes to provide SKG free of charge on request with a controlled copy of the production handbook as well as all documentation considered necessary by SKG in connection with sampling activities.
4. SKG undertakes to return or destroy the production handbooks and documentation referred to in subsection 3 immediately on termination of this contract and to ensure that these documents are treated in confidence, in accordance with the provisions in the Regulations relating to the confidentiality obligations of SKG with respect to the contracting party.
5. The contracting party will ensure that corrective measures are implemented immediately, if deficiencies are identified by SKG.

SECTION 5 - MONITORING BY SKG

1. The contracting party accepts that compliance with the obligations arising from section 3 and section 4 will be monitored by or on behalf of SKG, by means of random sampling in accordance with the relevant provisions of the current certification module, which on the recommendation of the Council of Experts is a binding condition at any time for the continuation of the contract, in accordance with the relevant provisions in the Regulations.
2. In connection with the monitoring referred to in subsection 1, SKG will carry out periodic and unannounced inspection visits to the contracting party or its authorised representative, these visits to be carried out by one or more persons provided with valid means of identification.
The contracting party is obliged to give the persons referred to access to those business sites, business areas, construction sites and/or storage areas that are relevant for effective monitoring to be carried out, provided this takes place during normal working hours.
3. The contracting party must ensure, at their own risk and expense, that during verification and/or assessment as referred to in subsection 2, all resources and facilities necessary for carrying out the activities correctly are made available. Suppliers and/or third parties in licensing relationships will accept by contract with the contracting party that inspection and verification activities, as necessary for carrying out sampling activities correctly, require their cooperation to the same extent, and will provide SKG with this free of charge.

SECTION 6 - COMPLAINTS

1. All complaints relating to the quality of products supplied must be registered and made available to SKG for the purpose of verification and monitoring that these have been correctly processed. Complaints from third parties must be investigated by the contracting party with due care and if the complaint is found to be justified, the contracting party must make suitable redress to the complainant.
2. The contracting party is obliged to implement appropriate measures to prevent repetition of complaints. The contracting party will set up and maintain for this purpose a registration system for the handling of complaints, which is readily comprehensible to SKG, and if required in connection with complaints taken up with SKG, report to SKG immediately on request concerning the handling of complaints, so that monitoring by SKG as authorised can take place effectively.
3. If requested by SKG, the contracting party will cooperate, on the instructions of SKG, with the investigation of complaints, with costs payable by the party found wrong. The contracting party agrees that the report relating to the investigation will be available to the complainant.

SECTION 7 - PAYMENTS

1. The contracting party undertakes to pay entrance fees and subscription fees in accordance with the fees for certification for carrying out work specified in the contract, in order to maintain this contract and the certification. In the case of changes to the fees, the amended fee only applies to work carried out after the amendment.
2. The contracting party undertakes to pay the invoices sent by SKG in full within 30 days of the invoice date. If this period is exceeded, the contracting party will be liable, without any further demand for payment, to pay the statutory interest on arrears of payment that is owed on the sum outstanding as well as all costs incurred in or out of court for recovering the claim.
3. If debt collection measures must be instigated by or on behalf of SKG for the purpose of collecting overdue payments, then the collection costs as specified by the Netherlands Bar Association (*NOvA*) will be payable by the contracting party.

SECTION 8 - PENALTY FOR IMPROPER USE OF THE STATEMENT OF QUALITY

1. On withdrawal of the right to use a statement of quality issued by SKG as referred to in section 3, or on termination of this contract by any means whatsoever, the contracting party will refrain from further use of the statement of quality and the affixation of certification marks, subject to a penalty of at least € 5,000 for each infringement and of € 500 for each day that the infringement continues, without recourse to the courts.
2. If the contracting party makes improper use of the statement of quality issued by SKG or the quality marks referred to in the statement of quality, use of these quality marks being solely permitted on the certified products under the conditions stated in section 3, then in addition to deciding to terminate the contract as provided for in section 11, SKG can impose on the contracting party - without recourse to the courts – a financial penalty up to a maximum sum of € 25,000, in accordance with provisions in the Regulations, without prejudice to any other rights of SKG. On termination of the contract, SKG may in that case decide to proceed with publication as provided for in section 9.

SECTION 9 - PUBLICATION

1. SKG is authorised to publish, in appropriate journals and/or public media considered suitable for this, the fact that the contracting party is entitled or no longer entitled to communicate the certification of their company and/or products.
2. SKG undertakes to publish, at least once a year, a list of names of contracting parties that are entitled to deliver and/or assemble goods under a statement of quality issued by SKG.
3. SKG is also authorised, in the case referred to in section 8, to publish as a sanction in all appropriate public media, giving its reasons, the fact that the contracting party concerned is no longer entitled to deliver goods under a statement of quality issued by SKG.

SECTION 10 - DISPUTES

1. Any disputes arising from this contract or any contracts following on from this contract, insofar as these disputes relate to statements made by SKG concerning certification, will be settled by a binding third-party ruling. The advisor for the binding third-party ruling will be appointed by the contracting party and SKG in consultation. The advisor for a binding third-party ruling will make an equitable judgement in a recommendation that is binding for both parties.
2. If no agreement can be reached by the parties on the person to be appointed, a binding ruling will be requested from the Arbitration Tribunal of the *Stichting Raad van Arbitrage voor Metaalnijverheid en Handel* (current name), registered in The Hague.
3. A copy of the current constitution of the *Stichting Raad van Arbitrage voor Metaalnijverheid en Handel* will then be sent to the contracting party immediately on request.
4. The costs incurred in obtaining the binding ruling will be borne by the applicant, unless the advisor considers this manifestly unreasonable, either entirely or partially.

SECTION 11 - TERMINATION OF THE CONTRACT

1. This contract is valid for an indefinite period, and will be automatically renewed each year. Either of the parties can give notice of termination of the contract by 1 July of a calendar year at the latest, for the termination to come into effect on 1 January of the following calendar year.
2. However, the contract can also be terminated at other times in connection with changes to this contract, or to the Regulations, and/or to the assessment basis used by SKG, which may be made by SKG on the basis of its authority in accordance with section 2 subsection 2 of this contract, if the contracting party informs SKG of its objection to the change within 30 days of the dispatch date of the relevant letter from SKG. In that case, the contract will be considered to be terminated on the first day of the month following this written objection.
3. SKG can also decide to terminate this contract on the basis of the provisions of section 13, without prejudice to its rights to recover payments as provided for in section 7.

SECTION 12 - LIABILITY

1. Neither SKG nor those in its employment nor third parties called in by SKG while carrying out its work can be held liable for any damage suffered by the contracting party connected with the execution of this contract or its termination.
2. The contracting party indemnifies SKG and the other parties referred to above against all claims from third parties relating to the use of the certification system in the execution of this contract.
3. The contracting party indemnifies not only SKG, but also Stichting KOMO and SBK against all claims from third parties relating to or arising from the use of quality marks on the basis of this contract.

SECTION 13 - FAILURE TO FULFIL OBLIGATIONS

1. If the contracting party fails to fulfil any obligation arising from this contract, including the Regulations and the relevant assessment basis, SKG can withdraw the entitlement of the contracting party as described in section 3.

SECTION 14 - WARRANTY OBLIGATION

1. The contracting party must issue a warranty to its customers that at the time of delivery, products covered by the statement of quality at least satisfy the relevant assessment basis, valid at the time of the tender.

Drawn up and signed in duplicate: date: <date>, in Wageningen.

For SKG:

For the contracting party:

.....

.....

<name>
Certification manager

<name>
<position>

Company stamp:



APPENDIX IV

MODEL CONTRACT FOR PROCESS CERTIFICATION



**CONTRACT FOR PROCESS CERTIFICATION
ON THE BASIS OF ASSESSMENT BASIS <TITLE OF THE ASSESSMENT GUIDELINE>**

The undersigned:

SKG, legally registered in The Hague, with its office
in Wageningen, represented here by:

<name>, Certification manager

on the one hand, hereinafter referred to as "SKG" and

<company name>

legally registered in

<place>

and represented here by

<name>, <position>

on the other hand, hereinafter referred to as "the contracting party";

declare that they have agreed as follows:

SECTION 1

In this contract, the following definitions are understood:

- SKG : The first party mentioned above, SKG, listed in the register of the Chamber of Commerce in The Hague under number S 41149 617.
- Contracting party : The second party mentioned above, the holder of a statement of quality from SKG.
- Regulations : The current "SKG Regulations for attestation, product certification and process certification.
- Assessment basis : The assessment basis for the issue of a statement of quality is a national or other Assessment Guideline (AG) or SKG Quality Requirements (SKG-QR) as stated on page 1 of this contract.
- Products : Building or other products and/or building components for which a certification programme is in force and for which a certification module as referred to in the Regulations has been established.
- Statement of quality : A statement of quality issued on the basis of an AG or SKG-QR or a harmonised product standard.
- Quality mark : A quality mark by which a product can be identified, such as the KOMO label and the SKG quality marks.

SECTION 2 – GENERAL

1. The contracting party declares that they have received a copy of the assessment basis mentioned on page 1 and a copy of the Regulations from SKG.
2. The contracting party declares, by validly signing this contract, that they accept the provisions below and the contents of the Regulations and the assessment basis referred to in section 1; these Regulations and assessment basis form an integral part of this contract. The contracting party authorises SKG to make unilateral changes to the contents of this contract, the Regulations and the assessment basis, if SKG considers this necessary for the satisfactory operation of the certification programme. In such a case, the contracting party can exclude the effects of the changed provisions from their point of view by premature termination of this contract, as specified in more detail in section 11. The changes incorporated by SKG will not come into effect earlier than two months after SKG has notified the contracting party, unless otherwise specified by written notification by SKG.
3. Until such time as the statement of quality that has been applied for is issued, the applicant is not permitted to profile themselves in any way at all as a holder or candidate holder.

SECTION 3 - USE OF A STATEMENT OF QUALITY

1. The contracting party has the following obligations:
 - a. to solely manufacture or put on the market under the statement of quality products that satisfy the requirements of the current assessment basis;
 - b. to correctly inform building managers and clients or potential clients and only to assemble those projects under the certificate that are assembled by the assembly company stated on the certificate;
 - c. to inform building managers of relevant building projects of possible site inspections by or on behalf of SKG;
 - d. to ensure that, for the purpose of correct sampling, SKG has access to the full range of products assembled at the building site under the statement of quality.
 - e. to refrain from profiling themselves as holder of a statement of quality before being entitled to do so, when SKG makes this known by issuing the statement of quality concerned, and for as long as the statement of quality issued by SKG remains valid.
2. Insofar as assembly of products is agreed under the statement of quality, this must take place on production of a replica of the edition of the statement of quality valid on the date of the tender for delivery, as issued to the contracting party by SKG in accordance with the procedural provisions of this contract. On request, the secretarial office will provide one or more copies of the statement of quality issued to the contracting party, for the applicable fee.
3. If the contracting party demonstrates, by producing an explicit order or order confirmation issued in writing, that delivery or assembly work has been commissioned with products or processing methods that do not satisfy the assessment basis, then SKG can issue an exemption of the obligations described in subsection 1 under conditions to be specified.

SECTION 4 - OBLIGATIONS OF AND MONITORING BY THE CONTRACTING PARTY

2. The contracting party declares, by signing this contract, that they consider themselves bound to comply with the obligations under the Regulations in relation to regularly monitoring the execution of the assembly work, insofar as assembly work can be understood under the operation of this contract.
3. In connection with the provisions of subsection 1, the contracting party is responsible for having and keeping satisfactory personnel capable of its tasks in order to carry out assembly work, and for this purpose, will provide an assembly handbook, containing procedures in order to unambiguously record agreements with the assembly company in relation to quality assurance.
4. The contracting party will ensure a proper transfer of information to SKG concerning the quality assurance system established and will designate a member of its organisation for maintaining the necessary contacts and for carrying out its own periodic inspections and reporting on these to SKG.
4. The contracting party will ensure that corrective measures are implemented immediately by the assembly company, if deficiencies are identified by SKG.

SECTION 5 - MONITORING BY SKG

1. The contracting party accepts that compliance with the obligations arising from section 3 and section 4 will be monitored by or on behalf of SKG, by means of random sampling in accordance with the relevant provisions of the current certification module, which on the recommendation of the Council of Experts is a binding condition at any time for the continuation of the contract, in accordance with the relevant provisions in the Regulations.
2. In connection with the monitoring referred to in subsection 1, SKG will carry out periodic and unannounced inspection visits to the contracting party's building projects covered by the certificate, these visits to be carried out by one or more persons provided with valid means of identification.
The contracting party is obliged to give the persons referred to access to those business sites, business areas, construction sites and/or storage areas that are relevant for effective monitoring to be carried out, provided this takes place during normal working hours.
3. The contracting party must ensure, at their own risk and expense, that during verification and/or assessment as referred to in subsection 2, all resources and facilities necessary for carrying out the activities correctly are made available. Suppliers and/or third parties in licensing relationships will accept by contract with the contracting party that inspection and verification activities, as necessary for carrying out sampling activities correctly, require their cooperation to the same extent, and will provide SKG with this free of charge.
4. The contracting party accepts that the procedures for quality assurance drawn up and followed by the contracting party in connection with this certification programme will be checked periodically and by appointment by SKG for compliance with the relevant criteria.
5. The contracting party will ensure that corrective measures are implemented immediately, if deficiencies are identified by SKG.

SECTION 6 - COMPLAINTS

1. All complaints relating to the quality of products supplied must be registered and made available to SKG for the purpose of verification and monitoring that these have been correctly processed. Complaints from third parties must be investigated by the contracting party with due care and if the complaint is found to be justified, the contracting party must make suitable redress to the complainant.
2. The contracting party is obliged to implement appropriate measures to prevent repetition of complaints. The contracting party will set up and maintain for this purpose a registration system for the handling of complaints, which is readily comprehensible to SKG, and if required in connection with complaints taken up with SKG, report to SKG immediately on request concerning the handling of complaints, so that monitoring by SKG as authorised can take place effectively.
3. If requested by SKG, the contracting party will cooperate, on the instructions of SKG, with the investigation of complaints, with costs payable by the party found wrong. The contracting party agrees that the report relating to the investigation will be available to the complainant.

SECTION 7 - PAYMENTS

1. The contracting party undertakes to pay entrance fees and subscription fees in accordance with the fees for certification for carrying out work specified in the contract, in order to maintain this contract and the certification. In the case of changes to the fees, the amended fee only applies to work carried out after the amendment.
2. The contracting party undertakes to pay the invoices sent by SKG in full within 30 days of the invoice date. If this period is exceeded, the contracting party will be liable, without any further demand for payment, to pay the statutory interest on arrears of payment that is owed on the sum outstanding as well as all costs incurred in or out of court for recovering the claim.
3. If debt collection measures must be instigated by or on behalf of SKG for the purpose of collecting overdue payments, then the collection costs as specified by the Netherlands Bar Association (NOvA) will be payable by the contracting party.



SECTION 8 - PENALTY FOR IMPROPER USE OF THE STATEMENT OF QUALITY

1. On withdrawal of the right to use a statement of quality issued by SKG as referred to in section 3, or on termination of this contract by any means whatsoever, the contracting party will refrain from further use of the statement of quality and the affixation of certification marks, subject to a penalty of at least € 5,000 for each infringement and of € 500 for each day that the infringement continues, without recourse to the courts.
2. If the contracting party makes improper use of the statement of quality issued by SKG, then in addition to deciding to terminate the contract as provided for in section 11, SKG can impose on the contracting party - without recourse to the courts – a financial penalty up to a maximum sum of € 25,000, in accordance with provisions in the Regulations, without prejudice to any other rights of SKG. On termination of the contract, SKG may in that case decide to proceed with publication as provided for in section 9.

SECTION 9 - PUBLICATION

1. SKG is authorised to publish, in appropriate journals and/or public media considered suitable for this, the fact that the contracting party is entitled or no longer entitled to communicate the certification of their company and/or products.
2. SKG undertakes to publish, at least once a year, a list of names of contracting parties that are entitled to deliver and/or assemble goods under a statement of quality issued by SKG.
3. SKG is also authorised, in the case referred to in section 8, to publish as a sanction in all appropriate public media, giving its reasons, the fact that the contracting party concerned is no longer entitled to deliver goods under a statement of quality issued by SKG.

SECTION 10 - DISPUTES

1. Any disputes arising from this contract or any contracts following on from this contract, insofar as these disputes relate to statements made by SKG concerning certification, will be settled by a binding third-party ruling. The advisor for the binding third-party ruling will be appointed by the contracting party and SKG in consultation. The advisor for a binding third-party ruling will make an equitable judgement in a recommendation that is binding for both parties.
2. If no agreement can be reached by the parties on the person to be appointed, a binding ruling will be requested from the Arbitration Tribunal of the *Stichting Raad van Arbitrage voor Metaalnijverheid en Handel* (current name), registered in The Hague.
3. A copy of the current constitution of the *Stichting Raad van Arbitrage voor Metaalnijverheid en Handel* will then be sent to the contracting party immediately on request.
4. The costs incurred in obtaining the binding ruling will be borne by the applicant, unless the advisor considers this manifestly unreasonable, either entirely or partially.

SECTION 11 - TERMINATION OF THE CONTRACT

1. This contract is valid for an indefinite period, and will be automatically renewed each year. Either of the parties can give notice of termination of the contract by 1 July of a calendar year at the latest, for the termination to come into effect on 1 January of the following calendar year.
2. However, the contract can also be terminated at other times in connection with changes to this contract, or to the Regulations, and/or to the assessment basis used by SKG, which may be made by SKG on the basis of its authority in accordance with section 2 subsection 2 of this contract, if the contracting party informs SKG of its objection to the change within 30 days of the dispatch date of the relevant letter from SKG. In that case, the contract will be considered to be terminated on the first day of the month following this written objection.
3. SKG can also decide to terminate this contract on the basis of the provisions of section 13, without prejudice to its rights to recover payments as provided for in section 7.

SECTION 12 - LIABILITY

1. Neither SKG nor those in its employment nor third parties called in by SKG while carrying out its work can be held liable for any damage suffered by the contracting party connected with the execution of this contract or its termination.
2. The contracting party indemnifies SKG and the other parties referred to above against all claims from third parties relating to the use of the certification system in the execution of this contract.
3. The contracting party indemnifies not only SKG, but also *Stichting KOMO* and *SBK* against all claims from third parties relating to or arising from the use of quality marks on the basis of this contract.

SECTION 13 - FAILURE TO FULFIL OBLIGATIONS



1. If the contracting party fails to fulfil any obligation arising from this contract, including the Regulations and the relevant assessment basis, SKG can withdraw the entitlement of the contracting party as described in section 3.

SECTION 14 - WARRANTY OBLIGATION

1. The contracting party must issue a warranty to its customers that at the time of delivery, products covered by the statement of quality at least satisfy the relevant assessment basis, valid at the time of the tender.

Drawn up and signed in duplicate: date: <date>, in Wageningen.

For SKG:

For the contracting party:

.....

.....

<name>
Certification manager

<name>
<position>

Company stamp: