

These Testing and Certification Regulations apply for Certification within NavCert.

These Testing and Certification Regulations apply under the legal system of Germany, location of jurisdiction Braunschweig.

1. General

The Certification Body of NavCert is issuing Certificates according to European Directives (i.e. EC declaration of suitability for use according to Delegated Regulation 2019/945 or Implementing Regulation 2020/204) and harmonized standards following the applicable accreditation and notification.

A certificate can be issued if all technical, legal and financial requirements in connection with the respective test scheme are fulfilled. If a certificate is awarded subject to certain requirements, the certificate holder undertakes to satisfy these requirements within the defined deadlines.

Prior to placing an order, the client shall provide NavCert with the name of any other organization that tested / certified the same product or system in a similar way or is in the process of doing so.

With each order the client agrees to comply with the current version of these Testing and Certification Regulations as terms of the contract.

The Certification Body evaluates the documents submitted by a laboratory or inspector and decides whether a certificate can be issued.

The client, like anyone who is interested in doing so, is allowed to present a complaint regarding the work of NavCert, stating and motivating the reasons of the complaint, using the methods referred to in the NavCert website in the page <https://www.navcert.de/en/contact/>. NavCert will process the complaint by the manager of the respective department. If this manager for what reasons so ever identifies, that another manager is better suited, the complaint will be processed by the other manager. This may result into a corrective action.

The client is allowed to lodge an appeal against the decisions taken by NavCert regarding the result of the conformity assessment within thirty (30) days from receipt of the relevant communication, stating and motivating the reasons for the objection, using the procedures on NavCert website in the page <https://www.navcert.de/en/contact/>.

This process, therefore, includes an initial phase of ascertainment that the appeal received refers to conformity assessment activities for which NavCert is responsible; it also contemplates the allocation of the appeal to a Committee composed of people not involved in the activities of conformity

assessment subject to appeal; such Committee which will be responsible of deciding the acceptance/non acceptance of the appeal, and, finally, of defining the necessary consequential actions to solve the appeal. The relative decision will be communicated to the client by NavCert within four (4) months from date appeal.

Certificates are based on the version of the relevant directive, standards or other criteria valid on the date of issue of the certificate.

The certificate (and any duplicate certificates) is not transferable and shall remain the property of NavCert.

Certificates from NavCert do not entitle the holder to use a certification mark. Any necessary CE marking is solely under the responsibility of the persons indicated in the relevant Directive.

Each certificate is subject to the existence of a valid certification agreement.

The certification agreement may be terminated in whole or in part:

- By termination without cause with two months' notice to the end of the respective calendar year by the certificate holder or with one-year notice to the end of the respective calendar year by NavCert.
- By termination **for cause** at the Certification Body's choice with or without notice.

Regulatory schemes may define other periods of notice. Terminations must be made in writing.

Should any individual provision of this Testing and Certification Regulations or any part of any provision be or become void or unenforceable, the validity of the remaining Testing and Certification Regulations hereof shall in no way be affected.

2. Testing as base of a certification

The client shall supply the required test samples and documentation free of charge. NavCert shall, at its own discretion, carry out the tests either in their own test laboratory or externally, and prepare a summary report.

NavCert shall not assume any liability if test samples are lost or damaged either in the course of necessary testing or due to burglary, theft, lightning, fire, water etc.

NavCert does not offer consultancy services for product design.

3. Inspection as base for certification

The client shall submit all required information and documents to NavCert. NavCert shall initiate required witness testing based on inspection results at premises of client or premises specified by client in the agreement upfront.

4. Retention of test samples and documentation

Following the test, NavCert shall dispose the test samples for a flat-rate charge per sample or, at the clients' expressed request, return them to the latter at their expense. NavCert will not store test samples but may require the client to do so.

As far as clients are in possession of test samples and pertinent documentation, they must retain them for a period of ten years after expiry of the certificate or after the last product is placed on the market area covered by the certificate, whichever is longer.

Claims for damages against NavCert shall be excluded, in particular if the client fails or is unable to provide a test sample/document returned to or retained by him in an unchanged condition.

5. Certification

After successful completion certification process, NavCert will award a certificate without authorization to use a certification mark within the accreditation scope. A manufacturing surveillance does not take place.

During their certificates' terms of validity clients are entitled to use their certificates in their business transactions as set forth in these Testing and Certification Regulations. The right of use will expire on expiry, withdrawal, revocation, restriction or suspension of the underlying certificate.

A type testing certificate to a European Directive belongs to the tested sample exclusively.

Full responsibility for correct use of the certificate and for the correctness of all statements about the certified system or product sample rests with the certificate holder.

Should a product type testing certificate become invalid due to guiltiness of the certificate holder, the products listed on the certificate shall not be made available on the market using the CE-marking based on the certificate of NavCert.

NavCert will inform the certificate holder on any changes affecting the certification.

6. The Certificate holder

The Certificate holder:

- Shall comply with the requirements of the Certification Body with respect to referencing their certification status in communication media (e. g. Internet, brochures, advertising materials or other documents).
- Upon certificate suspension, expiry, revocation or withdrawal, shall discontinue use of their advertising materials containing reference to their certification status, in line with the instructions of the Certification Body.
- Shall not make or permit any misleading statements about their certifications.
- Shall not use any certification documentation or parts thereof in a misleading manner or permit such use.
- Shall advertise in accordance with the requirements of the certification body and as specified in the scheme.
- Shall not make or permit an implication that certification applies to activities outside the certification scope.
- Keeps records of all complaints made known to the Certificate Holder relating to compliance with the certification requirements and makes these records available to the Certification Body.
- Takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification.
- Documents the actions taken.
- Informs the Certification Body, without delay, of changes that may affect its ability to conform with the certification requirements.

7. Advertising; publishing of certificates and test reports

Product-related advertising is not permissible in cases where only a certificate of conformity for a tested type has been issued.

The certificate holder assumes full and complete responsibility for the use and the legitimacy of all statements concerning the issued certificate, or test report as well as for the correct application/publicity by their client.

Unless approved beforehand in writing by NavCert the following applies:

- The use or reference to reports or name of NavCert for advertising purposes is not allowed. The same applies for all client arranged notices, sales promotions, collaterals etc. in digital,

audio or print media.

- If approved by NavCert, according above listed reports prepared by NavCert may only be quoted with their exact and complete wording, giving the date of issue.

NavCert is entitled to publish the names of certificate holders, tested products and the like for consumer information and advertising purposes.

NavCert shall provide access to required records directly to authorized bodies (e. g. regulatory authority or accreditation body) on request.

NavCert shall keep all other records about clients and certified products confidential unless instructed to the contrary by a court or authorized body or otherwise legally required. All employees of NavCert and their agents are bound by confidentiality requirements to this effect.

The certificate holder undertakes to indemnify NavCert against all claims by third parties arising because of the use of the certificate contrary to contract. The same applies to all claims by third parties against NavCert arising because of advertising statements made by the client.

NavCert shall keep all other records about their clients and certified products confidential. Unless instructed to the contrary by a court or authorized body or otherwise legally required. In this case the client will be informed, unless prohibited by law, of the information provided.

8. Violation of Testing and Certification Regulations

NavCert is entitled to claim an adequate payment of a contractual penalty in the case of culpable violations of these Testing and Certification Regulations by the certificate holder.

The certificate holder is liable for costs charged to NavCert by authorized bodies (e. g. regulatory authority or accreditation body) or costs directly incurred by the Certification Body or the test laboratory resulting from culpable violation on the part of the certificate holder, in particular violation of these Testing and Certification Regulations.

This applies in particular if NavCert's activities were the result of instructions issued by a supervisory authority or similar instructions and if such instructions proved to be justified.

9. Expiry, withdrawal, revocation, restriction or suspension of certificates

A certificate expires automatically or is deemed to be withdrawn if:

- The indicated period of validity expires.

- The certificate holder discontinues the relevant business operations.
- The requirements change on which the certificate is based (e.g. from regulatory authority, accreditation body, the codes of practice etc.)
- The certification is withdrawn on request by the client.

NavCert is entitled to withdraw or revoke a certificate at its own choice with or without notice if:

- Further use of a certificate is no longer justified, i.e. no longer meaningful within the market context or is prohibited by law.
- Misleading or unauthorized advertising is conducted, specifically about certificates or certificates are misused, or legal requirements not met when a product is marketed; or such misuse is tolerated by the certificate holder.
- The certificate holder fails to pay outstanding invoices fully within 4 weeks to NavCert, despite receiving reminders to that effect.
- The certificate holder violates these Testing and Certification Regulations and/or the related part of the business contract/order, unless such violation is due to isolated careless or insignificant acts. NavCert has the right but no obligation to give the certificate holder a respite to fix the violation.
- The certificate holder makes untrue statements to NavCert or withholds important facts from NavCert relevant to the basis for the certification.
- The certificate holder disagrees amendments of these Testing and Certification Regulations and/or a related part of the business contract/order (e. g. the relevant actual prices and fees) within 6 weeks after such amendments have come into effect and he has had the possibility of taking notice of it.

NavCert is entitled to publish details of the expiry, withdrawal, revocation, restriction and suspension of a certificate. Continued advertising or other use of the certificate or the name of NavCert is prohibited in all such cases.

A certificate that has expired, has been withdrawn, or has been revoked shall be immediately returned to the Certification Body and/or destroyed upon the Certification Body's written request. License fees paid in advance shall not be reimbursed; those not yet been paid shall be paid in full. The status of the certificate will be set to no longer valid within the certification database from NavCert.

Apart from cases of willful intention and gross negligence, NavCert shall not be liable for any disadvantages arising for the client from non-issue, expiry, withdrawal, revocation, restriction, or suspension of a certificate.

End of text

10. Revision History

Version #	Date of modification (YYYY-MM-DD)	Page(s)	Author	Modification details
2	2020-10-21	5	AG	Add from 17065 – chapter 4.5.2
2	2020-12-12	All	AG	Minor changes in format
3	2021-05-27	2	MG	Add paragraph 6-8 in chapter 1
3	2021-05-26	4	MSt	Add paragraph 4 in chapter 5
3	2021-05-26	4	MSt	Delete: “Certificates have been limited to a period of 5 years. An extension of validity is not possible. A new certificate shall follow a new successful testing”
3	2021-05-27	5	MG	Add point 5 to chapter 6
4	2021-08-10	2	MG	Add “Delegated Regulation 2019/945 or Implementing Regulation 2020/204” to chapter 1
4	2021-08-09	7	AG	Add “• The certification is withdrawn on request by the client” and “The status of the certificate will be set to no longer valid within the certification database from NavCert.” To chapter 9