



## Testing and Certification Regulations for the issuing of PIV certificates and on the use of PIV-CERT marks according to DIN EN ISO/IEC 17065

ZE 03-1\_05

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### Scope of the Testing and Certification Regulations

The Testing and Certification Regulations apply to the granting of certificates for products by PIV (hereinafter referred to as Certificate and Certification Body) and the use of PIV-CERT marks.

#### 1. General conditions

##### 1.1 Duties and responsibilities of PIV-CERT

PIV-CERT undertakes to inform the customer of any significant changes in the certification and monitoring procedure that have become known, and that have a direct impact on the customer, or of changes in the standards on which the certification is based, as well as of relevant legal changes during the monitoring phase.

PIV-CERT undertakes to treat all information about the client's company that has been made available as confidential, and to evaluate it for the agreed purpose. Any documents made accessible will not be passed on to third parties without an authorisation. Excluded from this is the detailed reporting to the Arbitration Board in case of disputes and the obligation of PIV-CERT to provide information and a notification to competent authorities and accreditation bodies. The client may release PIV-CERT from the obligation of confidentiality for certain reasons.

##### 1.2 Duties and responsibilities of the customer

The customer shall inform PIV-CERT before placing an order about comparable tests/audits which have already been carried out by other bodies for the same product/system.

The customer agrees that employees or representatives of accreditation bodies may participate in the audit to verify the competence of the audit team. He shall ensure that this also applies to his subcontractors.

The customer commits himself within the framework of a certification procedure to:

- provide all necessary resources to fulfil the obligations arising from the certification.
- make all documents (including records) relating to the system/product available to PIV-CERT (provision or disclosure)
- to give the auditors/experts access to all areas.



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The customer undertakes to notify the following immediately in writing after certification:

- any significant changes to its system, and/or product/spectrum,
- changes in the company structure and organization that affect the system,
- complaints, identified defects and corrective actions taken, and provide these to the certification body on request.

### 1.3 Complaints/Opposition

Complaints must be recorded, processed and evaluated uniformly and efficiently in order to ensure that they are dealt with quickly and appropriately.

Complaints can be submitted by customers and other institutions. In principle, appeals against decisions of the Certification Body must be made in writing, observing a period of 4 weeks after notification of the certification decision (postmark).

If the complainant appeals against the decision of the Certification Body, the entire appeal process will be forwarded to the advisory board for assessment. The decision of the Advisory Board will again be communicated to the complainant in writing. If no agreement can be reached between the Advisory Board and the complainant, the complainant may seek clarification through legal channels.

## 2. Testing and certification procedures

- 2.1 The company applying for a product to be certified is first questioned in writing about the production site and its range of services using the First Contact Checklist - Application for Certification.
- 2.2 The client commissions the Certification Body in writing with the certification and awarding of the mark. The initial inspection of the production facility is carried out. When placing a certification order for the first time, the Certification Body and the client will establish a contract.
- 2.3 If possible, the product to be certified should be sent to the testing centre together with the order. If several test samples are required, the testing centre shall inform the client of the number of test samples accordingly.
- 2.4 The testing and certification orders are processed in the order in which the necessary documents and test samples are received.
- 2.5 The Certification Body shall determine the testing locality. The tests are carried out in the in-house or external testing laboratory designated by the Certification Body.



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- 2.6 After a positive completion of the testing and certification procedure, the client will receive a written test report and, if the test is free of defects, a certificate and, if applicable, permission to use / apply an agreed mark.
- 2.7 The client shall be required to pay fees for each certification procedure.
- 2.8 The submitted test specimens will be put into safekeeping by the Certification Body after the certificate has been issued, as far as this is possible due to their design, or handed over to the client for safekeeping in a signed form. In cases where it is not possible to store the test samples, a sufficient documentation shall be prepared.

Agreements on the whereabouts of test samples whose testing has not resulted in a certificate shall be arranged with the client on a case-by-case basis.

The Certification Body is not liable for damage to the test samples caused by the test or by burglary, theft, fire or water. It must only exercise the care that it is accustomed to when exercising care in similar own matters (§ 690 BGB).

- 2.9 In the event of a refusal to issue a certificate, the Certification Body shall not be liable for any disadvantages incurred by the client as a result of the refusal.
- 2.10 The Certification Body shall carry out an initial inspection of the production site(s) at the client's expense in order to issue a certificate.  
A report shall be drawn up, and the frequency of the periodic examination referred to in Section 4 shall be determined.

### **3. PIV Certificate**

#### **3.1 Granting of the certificate and use of a mark**

- 3.1.1 Permission to use a mark applies only to that company and its production facilities, and to the products listed in the valid certificate. In case of an intended relocation of a production site or intended transfer of the company to another company, the holder of the certificate shall inform the Certification Body in due time.  
The certificate is the property of the Certification Body and can only be transferred to third parties by the Certification Body.
- 3.1.2 The certificate holder must pay annual fees for each certificate.
- 3.1.3 The issued certificate may only be enlarged or reduced in size, true to scale, but not in form or structure. The illustration of the PIV-CERT mark with a height of less than 5 mm and colour variations other than black and white require a special agreement.



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The way the certified products are labelled with the mark is presented to the Certification Body for approval before being placed on the market.

- 3.1.4 The holder of the certificate is obliged to continuously monitor the manufacturing of the products that bear the conformity mark based on the test sample, and to properly carry out the control tests required by the Certification Body.
- 3.1.5 When the certificate is transferred to the legal successor of the certificate holder or due to other special occurrences, a control mark indicated by the Certification Body must be affixed by the holder of the certificate next to the mark at the request of the Certification Body, when the products are further manufactured, so that the Certification Body can distinguish products from different manufacturing periods.
- 3.1.6 Changes to products compared to the certified design must be reported immediately to the Certification Body. This may make the granting of the certificate dependent on the manufacturer's proof of compliance with the rules of technology, or on an additional test.
- 3.1.7 If considerable defects are found during the testing of a submitted product and if the client has already delivered products corresponding to the test sample, the certificate can only be issued for the newly submitted and modified test sample if the manufacturer changes the designation of the type in comparison to the products already delivered.
- 3.1.8 The certificate is only valid for the complete product (as tested as a type).

**3.2 Lapse, invalidation, withdrawal, suspension or restriction of a PIV certificate**

- 3.2.1 An issued certificate shall be invalid, if
- the contract for a certification of products and use of the mark (as shown in the certificate) ends,
  - the holder of the certificate waives his entitlement to the certificate or ceases production of the certified product,
  - the holder of the certificate does not bindingly accept upon him/herself any changes to the terms and conditions of business of the Testing and Certification Regulations or the Schedule of Fees of the Certification Body after expiry of the transitional period specified in Section 8,
  - the holder of the certificate is declared bankrupt or an application for bankruptcy directed against him is rejected for a lack of assets,
  - the rules of technology on which the certificate is based have been changed.



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The validity of the certificate shall be extended if it is proven by a subsequently carried out inspection at the expense of the certificate holder within a set period of time, that the certified products also comply with the new rules of technology.

3.2.2 A certificate may also be declared invalid or withdrawn by the Certification Body, if

- defects which are not recognisable or not detected during the inspection of the products subsequently become apparent,
- the examination of products bearing a mark reveals defects,
- products bearing a mark do not correspond to the certified test samples,
- a proper execution of the control tests at the production facility of the certificate holder or at another test facility is not demonstrated within the specified period despite a written request by the Certification Body (see section 3.1.4),
- the holder of the certificate refuses the inspection of manufacturing and testing facilities or the warehouse by the authorized representative of the Certification Body or the extraction of products for examination by the Certification Body,
- defects identified during quality assurance during the periodic examination in accordance with section 4.1 (Follow-up-Service),
- the fees are not paid within the time limit set after a reminder. If the fees do not relate to a specific certificate, the Certification Body will decide which certificate the measure should cover,
- the sign is used for misleading or otherwise unlawful advertising,
- on the basis of facts which were not perfectly clear at the time of the examination, the continued use of the sign is not justifiable in view of its meaningfulness on the market.

3.2.3 The declaration of invalidity may be published.

3.2.4 If the validity of the certificate expires (Section 3.2.1) or it is declared invalid (Section 3.2.2), the holder of the certificate will lose the right to continue to label the products listed in the certificate with the mark (exception see Section 3.3.1).



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3.2.5 After expiry of the validity or after a certificate has been declared invalid, the certificate must be returned to the Certification Body, even if permission has been granted to sell the remaining products that bear the mark.

**3.3 Distribution of the products bearing the mark after expiry of the certificate validity (distribution authorisation)**

3.3.1 After expiry of the certificate validity the following may be permitted:

- The distribution of the ready-to-use end products stock available at that time for a reasonable period of time, but for no longer than 6 months.
- Assembly of the prefabricated individual parts already existing at that time, which were intended for the production of the final product in its originally certified design, for a number final product units to be specified by the client, but only for a maximum period of 6 months after expiry of the certificate validity.

3.3.2 Stocks of finished products bearing a mark shall be made available to the Certification Body immediately upon request, together with an affidavit suitable for use in court.

3.3.3 For the duration of the distribution authorization, the General Terms and Conditions as well as the Testing and Certification Regulations of the Certification Body shall remain valid.

3.3.4 If a marketing authorization is not granted or is withdrawn again, the holder of the certificate is obliged to remove the mark from all products of the type in question that are available to him, or to destroy the products and to enable the Certification Body to carry out a corresponding re-examination.

**3.4 Suspension or restriction**

An issued certificate may be suspended or restricted without notice if:

3.4.1 after the certificate has been issued, facts become known which would have had an adverse effect on the certification during the certification and surveillance procedure

3.4.2 the client violates the certification regulations of the PIV-CERT Certification Body

3.4.3 the certificate holder does not bindingly accept amendments to the Testing and Certification Regulations ZE 03-1 or the PIV-CERT Fee Regulations ZE 18-0 after the end of the transitional period specified therein

3.4.4 products appear on the market even though they bear the origin mark of the client according to the manufacturer - but do not originate from his production

3.4.5 there is another important reason, especially if the relationship of trust between the PIV-CERT Certification Association and the certificate holder is disturbed.



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During the suspension or restriction period, the right of the certificate holder to use the certificate and any certification marks issued shall be suspended. All other regulations on monitoring measures and remuneration shall continue to apply in full.

- 3.4.6 If the re-testing on the basis of the newly presented samples within the *period* (deadline) specified in the certification program is not compliant, the certificate will be suspended or restricted.

The deadline shall be valid from the date of delivery (by mail) of the negative re-testing report.

In the event of *suspension or restriction of the certificate*, the certificate holder must immediately block or remove the stock of finished goods in the manufacturing plant from the production, as well as correspondingly any stocks of semi-finished parts.

After the root cause analysis, a *corrective and preventive action plan* with deadlines shall be prepared and sent to the Certification Body.

If a recall action is necessary within the framework of the legal regulations, the Certification Body must be informed immediately.

After correction, new samples shall be presented to confirm the conformity.

For this procedure, the rules mentioned under 4 et seq. "Periodic Examinations" shall apply.

### 3.5.1 Records and location of documents and test samples

Test samples and documents are to be retained by the customer for 10 years after the expiry of the certificate or the distribution permit. Any further statutory provisions shall remain unaffected.

In particular, no claim for damages may be made against PIV-CERT if the client no longer provides or is no longer able to provide a test sample/document that has been returned to him or is stored with him.

Upon request, test samples/documents shall be made available to PIV-CERT immediately and free of charge.



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#### **4. Regular examination**

- 4.1 In order to ensure a consistent product quality, the Certification Body shall carry out regular examinations of the manufacturing and testing equipment and the QA system at the expense of the certificate holder.
- 4.1.1 In addition, the Certification Body may, at any time and without prior notification, inspect the manufacturing facilities and warehouses specified in the certificate (in the case of foreign holders of the certificate, also the warehouses of authorised representatives and branches, and in the case of importers, also their warehouses) and extract products, for which a certificate has been issued, free of charge for the purpose of carrying out examinations.
- 4.1.2 In case of suspension or restriction, the Certification Association/PIV-CERT may take special measures to ensure conformity or PIV-CERT specifications.

These measures may include:

Inspection of products after withdrawal from the market, production or storage, inspection of production facilities as well as endurance tests or alternative examination measures at our own discretion.

The costs for this are to be borne by the certificate holder.

- 4.2 The Certification Body may sample products bearing the mark from the market for examination.
- 4.3 The holder of the certificate will receive a written report on the examination result. If defects are found during the examination, the time limit for correction shall be specified in the report. If this deadline is not met, the certificate will be suspended or restricted. If defects are found during the examination which make a renewed inspection/evaluation necessary, the holder of the certificate shall bear the costs incurred for this.
- 4.3.1 The holder of the certificate is obliged to notify the Certification Body of any damage with tested products (complaints to providers).

#### **5. Publication of test reports and PIV certificates**

The certificate holder may only pass on test reports and certificates in full, stating the date of issue and, if applicable, the expiry date. Any publication or reproduction of the certificates shall only be made in accordance with Regulation 3.1.3.

Colour copies must be made accordingly and be recognisable as such.





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## 6. Consumer information

The Certification Body reserves the right to publish a list of certified products for consumer information.

## 7. Violations of the Testing and Certification Regulations

If culpable infringements of the Testing and Certification Regulations are established, in particular if the agreed mark is used unlawfully, the Certification Body is entitled to demand a contractual penalty of up to € 10,000 for each case of infringement.

An unlawful use of a mark also exists if products bearing a mark are offered or placed on the market before a certificate is granted or if unlawful advertising is carried out.

## 8. Entry into force and amendment of the Testing and Certification Regulations

8.1 It shall cease to apply after new Testing and Certification Regulations have been issued with a transitional period of 6 months.

8.2 The clients or holders of a certificate may obtain information on the entry into force of the new Testing and Certification Regulations or their repeal on our website. For contracts already concluded between the Certification Body and the client before July 1, 2016, this ZE 03-1 shall apply, unless the client objects to its validity in writing within a period of 3 months after publication of ZE 03-1.

8.3 Place of jurisdiction

The place of jurisdiction for both parties to the contract is the registered office of PIV-CERT. German law shall apply exclusively.

8.4 Miscellaneous

If individual provisions or parts of provisions in these Testing and Certification Regulations, as well as the general terms and conditions should be invalid, the validity of the remaining provisions shall not be affected. In place of the ineffective provisions or the ineffective part of the provision, the effective provision which corresponds or comes closest to the meaning and purpose of the ineffective provision shall be deemed as agreed.

These certification regulations were approved on July 25, 2018 by the Advisory Board of PIV-CERT through circulation procedure.