

# **Regulations for Testing and Certification of Products of SLG Prüf- und Zertifizierungs GmbH**

## **1 Scope**

These Regulations for Testing and Certification apply for all product tests and certifications, as well as surveillance measures, conducted by SLG Prüf- und Zertifizierungs GmbH (hereinafter referred to as "SLG") for clients on the basis of valid laws and standards. If applicable, accreditation and/or notification regulations are to be observed additionally.

## **2 Commitments of SLG**

- 2.1 SLG is an independent provider of services. SLG provides services to all clients equally without discrimination or delay.
- 2.2 SLG is obliged to treat all information and business secrets revealed to them by the client as strictly confidential and not to use them for any other than the purpose contractually agreed upon. The obligation to confidentiality shall remain in force following the termination of the contract.
- 2.3 The client is, however, aware that SLG is obliged to disclose any refused, revoked, withdrawn, restricted, suspended and misused certificates to authorised bodies (e.g. authorities, steering committee, accreditation bodies, surveillance bodies, etc.) and to provide access to documents available at SLG to third parties and / or to release such documents (including copied) to them. Disclosure of information and releasing documents to such authorised bodies shall not be regarded as a breach of the confidentiality obligation.
- 2.4 SLG retains all internal and external order documents during processing and after completion of the order in accordance with the corresponding legal provisions and relevant regulations.
- 2.5 The certification body of SLG is obliged to directly inform the certificate holder about changes of legal provisions and other relevant regulations.

## **3 Regulations for Testing**

- 3.1 Upon concluding of the contract at the latest, the client shall submit one or several samples of the item to be tested to SLG as well as all documents required for conducting the product tests. This includes in particular all documents referred to in SLG's quotation and further documents forming the basis of the contract.
- 3.2 All documents submitted remain with SLG. The client is responsible to copy them for their own records.
- 3.3 The test procedure starts after delivery of the test sample(s) and all required documents. As a principle, applications / orders are processed in the order of their arrival and delivery of the test samples.
- 3.4 The items to be tested shall be specified with regards to their design type, current, voltage and output. Circuit and construction diagrams shall be provided, and if applicable, a statement concerning the intended purpose and product classification. In case the certification process involves a factory inspection the application documents shall include a completed Factory Inspection Questionnaire. Forms are available at SLG.
- 3.5 The tests are conducted in the test laboratories of SLG, in the laboratories of SLG's cooperation partners or at the premises of the manufacturer. SLG determines the actual test location.
- 3.6 In case the certification process involves a surveillance of the production, SLG shall conduct an initial

factory inspection at the client's expense in order to check whether technical equipment and human resources at the facilities are organised and managed in such a way that a consistent quality can be maintained and the compliance of the production with the sample to be certified can be guaranteed.

- 3.7 After completion of the test procedure the client receives a test report and an invoice. In case of a positive test result and compliance with all other requirements a certificate may be issued on application.
- 3.8 As a general procedure, the testing body labels all submitted test samples upon delivery, and after testing, either places them in storage or returns them to the client at the latter's expense. In the latter case, the client shall on first demand grant the testing body access to the test samples at any given time or shall provide them to SLG on first demand free of charge. The client is obliged to keep the test samples and associated documents for the validity period of the certificate. SLG prepares adequate documentation of the test samples.
- 3.9 SLG shall not be liable for the loss of test samples or for damages to test samples through no fault of their own caused during the testing period, e.g. as a result of burglary, theft or damage by fire or water.
- 3.10 In case of refusing a mark approval, SLG shall state their reasons to the client in writing. SLG shall not be liable for any disadvantages the client experiences from such refusal. Any new application submitted later than six months after the refusal of the mark approval shall require a completely new test including a new application / order.
- 3.11 Upon application by the client or on their own initiative, SLG may conduct the following tests and take the following measures:
  - retests in case of standard changes in order to ascertain compliance of the formerly approved products with the new stipulations,
  - inspections (random checks) of approved products to ascertain whether the latter comply with the requirements,
  - pre-shipment inspections,
  - production inspections (also lot-by-lot),
  - restriction of certificate scopes to production lots.
- 3.12 On separate agreement, SLG conducts additional testing and evaluation services. Client-specific requirements may be considered, provided that they do not conflict with any regulations or standards.

## **4 Regulations for Certification**

- 4.1 The client ensures that:
  - 4.1.1 certification requirements are always fulfilled, including product requirements, determined by the certification body;
  - 4.1.2 appropriate changes communicated by the certification body are implemented;
  - 4.1.3 if the certification applies to ongoing production, the certified product continues to fulfil the product requirements;
  - 4.1.4 all necessary arrangements are made for
    - the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records (including reports on internal audits), and access to the relevant equipment, location(s), area(s) and personnel, and
    - investigation of complaints;
  - 4.1.5 claims are made regarding certification consistent with the scope of certification;

- 4.1.6 product certification is not used in such a manner as to bring the certification body into disrepute and no statement is made regarding the product certification which the certification body may consider misleading or unauthorized;
- 4.1.7 upon suspension, withdrawal, or termination of certification, any use of all advertising matter that contains any reference thereto is discontinued and any certification documents as required by the certification scheme are returned and any other required measure is taken;
- 4.1.8 if the client provides copies of the certification documents to others, the documents are reproduced in their entirety or as specified in the certification scheme;
- 4.1.9 in making reference to the product certification in communication media such as documents, brochures or advertising, requirements of the certification body or as specified by the certification scheme are complied with;
- 4.1.10 any requirements that may be described in the product certification scheme are complied with that relate to the use of marks of conformity, and on information related to the product
- 4.1.11 a record is kept of all complaints made known to the client relating to the compliance with certification requirements and these records are made available to the certification body when requested; and
  - appropriate action is taken with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
  - the actions taken are documented;

NOTE: Verification of 4.1.11 can be specified in the certification scheme.

- 4.1.12 the certification body is informed by the client, without delay, of changes that may affect its ability to conform with the certification requirements.

NOTE: Examples of changes can include:

- the legal, commercial, organizational status or ownership,
- organization and management (e.g. key managerial, decision-making or technical staff),
- modifications to the product or the production method,
- contact addresses and production sites,
- scope of operations in the production method, and
- major changes to the management system.

- 4.2 Clients having acquired a positive test result in the product test as well as the factory assessment including a certificate shall become partners in the SLG certification system and thus, certificate holder. The client thus becomes subject to periodic inspections and checks by SLG.
- 4.3 The entitlement to use the test mark shall apply solely to the certificate holder, and exclusively relates to those production facilities and products stated on the certificate. The certificate shall be valid for the period stated on the certificate.
- 4.4 For maintaining certificates, which are subject to surveillance, advance payment of fees shall be effected in accordance with the contractual stipulations and the SLG fee scale. The payment entitles the client to use the given mark in accordance with the SLG Mark Statute within the calendar year for which payment has been effected.
- 4.5 The SLG Mark Statute contains in detail the rights to use SLG marks. The mark statute may be sent to the client on request. It can also be viewed at "[www.slg.de.com](http://www.slg.de.com)".  
A granted test mark does not imply a statement on the marketability of the certified product.
- 4.6 The certificate holder shall constantly ensure that the production of the certified products complies with the test stipulations and shall conduct the checks determined during the factory inspection

(surveillance checks and checks of single items) in due form. The certificate holder allows the authorised authority ZLS to participate in a factory inspection as an observer following an announcement.

- 4.7 The awarded certificate and an entitlement to use test marks derived thereof shall only be valid if the client is able to provide proof that all requirements are fulfilled which are to be observed by the latter during the production of technical equipment and consumer products ready for use in order to guarantee their compliance with the tested sample. All changes in technology and design require the consultation and approval of SLG. In case of unacceptable deviations the awarded certificate and the entitlement to use test marks derived thereof shall not be valid for the modified products. Furthermore, SLG shall be entitled to take measures according to paragraph 4.10.
- 4.8 On the occasion of the initial factory inspection performed at the expense of the applicant, a report shall be prepared and a cycle for the routine inspection of the production or check of the certified products (follow-up service) shall be specified by SLG. The standard inspection cycle is 12 months. After each regular factory inspection or product check the certificate holder shall receive a report on the findings.
- 4.9 In order to ensure that the characteristics named on the certificate are sustained the certification body is entitled to conduct regular checks on samples taken from the production line according to the contractual basis at the expense of the client. The certification body may take out products from the warehouse of the client for surveillance purposes free of charge or by third parties at their expense. In case of not fulfilling the technical requirements the certificate holder shall bear all costs.
- 4.10 Certificates subject to surveillance shall expire in case the certificate holder terminates the mark approval by November 15th of the current year or if the rules of technology forming the basis for the certificate no longer justify a presumption of conformity or if the standards stated on the certificate have changed as much that the presumption of conformity expires.
- 4.11 The certificate including the entitlement to use test marks derived thereof may be withdrawn, suspended, restricted or revoked by the certification body if
  - it contravenes the legal provisions and current decisions of the working groups (Erfahrungsaustauschkreise) of the certification bodies / Notified Bodies (among others ProdSG: ZEK and EKs, notifications or FAQ of ZLS, official orders by ZLS, MPG: EK-Med, CB Scheme: CMC and CTL Decision Sheets),
  - the client uses the test / certification mark for inadmissible advertising purposes,
  - defects not detectable at the time of the test become evident at a later date,
  - the products labelled with the test mark differ from the approved test samples,
  - the certificate holder refuses the performance of factory inspections,
  - the certificate holder does not allow SLG to visit production facilities, inspect test equipment or assess the products,
  - deficiencies are found in quality assurance,
  - the client fails to pay fees by their due date,
  - compliance with the tested samples can no longer be guaranteed.As a result of any measures taken by SLG the certificate holder shall forfeit his entitlement to continue identifying products with the test mark.  
SLG has the right to publicise a declaration of invalidity for the certificate and for the entitlement to use the test mark.
- 4.12 Prior to an intended change to the certificate status (according to 4.11) the certificate holder must be informed and consulted. For certificates in the field of medical devices § 18 MPG is valid.

- 4.13 In order to renew certificates the certificate holder must apply in due time (six months before the expiry of the certificate) and provide the information required in the certification program. For certificates in the field of medical devices § 17 MPG is valid.
- 4.14 The certificate holder is aware that
  - SLG publishes a list of issued GS certificates as required by ProdSG on the following website: [www.slg.info](http://www.slg.info);
  - in compliance with ProdSG, SLG publishes information regarding the misuse of GS marks granted by SLG on the website: [www.slg.info](http://www.slg.info);
  - CB certificates are registered in the public area of the IECEE database;
  - declarations of conformity according to the Medical Device Directive including status changes are registered in the public area of the DIMDI database;
  - SLG may publish certificates issued on the basis of SLG owned certification programs on the website: [www.slg.info](http://www.slg.info).
- 4.15 The client has the right to file objections or complaints with SLG in particular against SLG's decisions and determinations. Objections and complaints shall be processed in accordance with the procedures specified in SLG's QM system.

## **5 Publication of test and certification documents**

Test and certification documents and expert reports shall only be reproduced in their complete wording and with the date of issue specified. A publication in part shall require written approval by SLG. SLG holds all proprietary rights on aforementioned documents.

## **6 Infringements of the Regulations for Testing and Certification**

In case of infringements of the present Regulations for Testing and Certification or of the SLG Mark Statute by the certificate holder, in particular, in case of unlawful or improper use of SLG certificates and/or marks, SLG is entitled to take appropriate measures resulting in a restriction, suspension or withdrawal of both the certificate and the entitlement to use the test mark.

## **7 Coming into effect and amendment of the Regulations for Testing and Certification**

- 7.1 The present Regulations for Testing and Certification come into effect on November 1st 2017.
- 7.2 The present Regulations for Testing and Certification are subject to constant changes, e.g. due to changes of legal conditions, accreditation regulations as well as the generally acknowledged rules of technology and relevant standards and directives. Therefore, in each case the current version of these regulations shall apply.