

Testing and Certification Regulations for Pressure Equipment Modules B, B1

1 Scope

The Testing and Certification Regulations apply for the conduct of tests and the issue of TÜV CERT Certificates (hereinafter called "Certificates") for products by the TÜV CERT Certification Body (hereinafter called "Certification Body") in accordance with the Directive for Pressure Equipment 97/23/EC, for Transportable Pressure Equipment 1999/36/EC in the modules B, B1.

2 Testing and Certification Procedure

- 2.1 The Client applies to the Certification Body for the testing and certification. The first time a certification order is placed the Certification Body and the Client conclude a module-related contract (Contract on the Testing, Certification and Use of the Identification Number).
- 2.2 When the testing and certification procedure has been completed, the Client will receive a written test report and, if the result is positive, he will also receive a Certificate.
- 2.3 If it is not possible to issue a Certificate because the test result is negative, neither the Testing nor the Certification Body shall be liable for any disadvantages the Client may experience because of this.
- 2.4 The Certification Body shall not be liable for any damage to the specimens or documentation caused by the test or by break-in, theft, fire or water. It shall only be obliged to exercise the care it would apply in similar matters relating to itself (§ 690 BGB).
- 2.5 For the purpose of issuing a Certificate, the Certification Body will conduct an initial on-site inspection of the production facility, the cost of which will be borne by the Client. A report will be drawn up on this inspection.

3 TÜV CERT Certificate

3.1 Issue of the Certificate

- 3.1.1 Entitlement to use a Certificate only applies for that company and those production facilities and for those products indicated in the Certificate. Where it is intended to relocate a production facility or to transfer the company to another company or another owner the client shall notify the Certification Body in good time.

The Certificate can only be transferred by the Certification Body to third parties.

- 3.1.2 The Certificate does not confer entitlement to affix the CE/ π mark.

- 3.1.3 The Certification Body must be notified of any major changes to products as compared to the certified version. The Certification Body may make the issue of the Certificate dependent on the presentation of evidence by the manufacturer that the test specifications have been complied with or on a supplementary test.

Where there is a relevant change to the test specification with respect to safety, the client shall be obliged to notify the Certification Body.

- 3.1.4 The Certificate is only valid for the complete product as tested as specimen or design.
- 3.1.5 The Client is obliged to notify the Certification Body of any damage to products which are within the scope of the certification.

3.2 Expiration of validity or declaration of invalidity

3.2.1 The validity of a Certificate expires if

- the contract governing the testing, certification and use of the identification number is terminated,
- the Client dispenses with the Certificate or ceases manufacture of the product certified,
- the Client does not recognise changes to the Terms and Conditions or to the Testing and Certification Regulations as binding on him at the appropriate time,
- the Client becomes insolvent or an application made for insolvency proceedings with respect to him is rejected because of lack of assets,
- the test specifications on which the Certificate is based have been changed. The validity of the Certificate will be extended if it is demonstrated by means of a retest conducted within a set period at the expense of the Certificate holder that the products certified also comply with the new test specifications,
- only for Module B:
after 10 years if the validity is not extended by the Certification Body.

3.2.2 A Certificate may also be declared invalid or terminated by the Certification Body if

- faults which were not evident or not detected at the test are discovered in the products subsequently,
- misleading or otherwise inadmissible advertising is issued using the mark,
- the fees are not paid by the deadline set after a reminder has been issued; if the fees do not relate to a certain Certificate, the Certification Body shall decide to which Certificate the action to be taken applies.

3.2.3 The declaration of invalidity may be published.

3.2.4 If the Certificate expires or has been declared invalid, the Client shall lose entitlement to continue to affix the intended marks to the products mentioned in the Certificate.

3.2.5 After a Certificate has been declared invalid it must be returned to the Certification Body.

4 Publication of Test Reports and Certificates

- 4.1 The Client may only pass on test reports and Certificates with their full wording and an indication of the date of issue. Publication or duplication of extracts is subject to the prior permission of the Certification Body.
- 4.2 The Certification Body reserves the right to publish a list of the Certificates.
- 4.3 The Certification Body shall be entitled to pass on the information given in the Directive regarding Module B Section 8 and Module B1 Section 8 to the extent described there.

5 Obligations and Responsibility

5.1 Obligations and responsibility of the Certification Body

The Certification Body undertakes to treat all information made accessible to it with respect to the Client's company as confidential and to assess it only for the agreed purpose. Documents of the company will not be passed on to third parties. Excluded from this provision is the detailed report to the arbitration body in the case of a dispute. The Client may release the Certification Body from its obligation of secrecy.

The Certification Body shall be liable under statutory provisions towards the Client or third parties only in the case of wilful action or gross negligence. Any other claims are excluded.

If changes are made to products, the Certification Body will examine the planned changes and decide whether a retest is necessary for the products concerned. It shall notify the Client of its decision. The notification shall contain the results of the test and the reasons for the decision.

5.2 Obligations and responsibility of the Client

The Client shall make available to the Certification Body the documents required for the certification (for further use or examination purposes) and shall grant the Certification Body access to the relevant departments in the company.

The Client shall notify the Certification Body of any changes planned to the product.

6 Violation of the Testing and Certification Regulations

The Certification Body shall be entitled to demand a contractual penalty of up to EUR 5,000 in the case of non-compliance with the Testing and Certification Regulations and especially if the Certificate is used illegally.

The Certificate shall also be deemed to have been used illegally if products bearing a mark are offered for sale or placed on the market before the Certificate is issued or if inadmissible advertising is conducted.

7 Coming into Force and Amendment of the Testing and Certification Regulations

- 7.1 The Testing and Certification Regulations shall come into force as from 01.08.2002.
- 7.2 When new Testing and Certification Regulations are drawn up, the present Regulations shall cease to be valid after a transitional period of 6 months.

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- 7.3 As required the Client shall be notified when new Testing and Certification Regulations come into force or the present ones become ineffective. This shall normally be done in conjunction with the testing activity following the date the new Testing and Certification Regulations come into force.

8 Complaints / Place of Jurisdiction

The Client may lodge complaints against decisions of the Certification Body. The complaints shall be submitted to the Head of the Certification Body and handled in each case by the superior body against which the complaint is lodged.

The place of jurisdiction for both parties to the contract shall be Munich.