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Test and Certification Protocol

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# Test and Certification Protocol

of

**CSA Group Bayern GmbH**

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## A. General Conditions and Principles

1. This Test and Certification Protocol applies to tests, audits and conformity assessment procedures subject to EU directives and to certification activities undertaken by CSA Group Bayern GmbH.
2. The applicant provides the certification body with a work order in the form of a formal application, which must be signed either by an authorised representative of the applicant or by the applicant himself.
3. The issue of a work order presupposes that the client recognises and accepts the Test and Certification Protocol, which can be inspected by visiting [www.csagroup.org](http://www.csagroup.org). Contractual relations already in existence are always subject to the current version of this document. Customers are advised of all the services to be supplied by CSA Group Bayern in the form of a written quote or an order confirmation which will clearly specify the scope of the charges for the service.
4. The applicant shall meet all the relevant certification requirements of the certification programme including all changes, if they are shared through the certification body. The applicant is also required to comply all the necessary preconditions for carrying out the evaluation and monitoring (if necessary).
5. The client agrees that examiners, auditors and experts of the accreditation bodies may, where necessary, attend witness audits on the business premises of the client / manufacturer or of a subcontractor.
6. Test reports, audit reports, certificates and test certifications may only be reproduced in their entirety and must show the date of issue and any misleading use of them whatsoever must be prevented. Written approval must first be obtained before the name CSA Group Bayern may be used for advertising purposes.
7. Documents relating to the certified product (e.g. test report, TCF = technical construction file, certificates and test certifications) must be retained by the client in conformity with the provisions of the applicable directives.
8. The CSA Group Bayern Quality Management Manual specifies a procedure for processing complaints and appeals should they arise.

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9. Personal which provided consultancy for a project is not allowed within 2 years after that consultancy to assess a product or make a certification decision.
  
10. The applicant undertakes not to use the product certification in a manner that could discredit the CSA Group Bayern, or to make any statements about its product certification, which would consider the CSA Group Bayern as misleading or unjustified.
  
11. Revocation, deletion, invalidation, restriction and suspension of certificates shall be published. Further advertising or other use of the certificate or the name CSA Group Bayern GmbH in these cases is inadmissible. An expired, canceled or withdrawn certificate shall be returned to the certification body.
  
12. The applicant obligates to keep all records of all complaints received in relation with a certification and to provide these records to the certification body on request and
  - a. take appropriate measures in relation to such complaints, as well as any deficiencies detected in the products that affect compliance with certification requirements;
  - b. to document the measures taken.
  
13. The applicant obligates to inform the certification body immediately of any changes that might affect its ability to comply the certification requirements.
  
14. Personnel that consulted a product may not evaluate or make certification decision until two years after this advisory activity.

## B. Product Testing Conditions

1. If CSA Group Bayern's quote does not specify the dates of issue of the applicable standards, this quote shall always relate to the latest issues of standards as published in the Official Gazette of the European Union.
2. The client instructs CSA Group Bayern to carry out tests and shall provide the necessary test samples plus documentation free of delivery charges. CSA Group Bayern shall deploy its own qualified staff to carry out the tests either in its own test laboratory or externally at its discretion and shall prepare a report.
3. CSA Group Bayern may be required to retain and store the test samples. If the test samples are retained, they can be stored either on the client's or CSA Group Bayern's premises. Otherwise, CSA Group Bayern will dispose of the test samples after the tests or will return them to the client if the latter expressly requests this. The client shall pay all the costs incurred through disposal, return and storage.
4. CSA Group Bayern shall be entitled to give authorised bodies (e.g. accreditation bodies, certification bodies) access to the test documents (test files, reports) and to the test samples where applicable. Agreements to the contrary shall have no validity.
5. CSA Group Bayern can accept no liability for the loss of test samples and for damage to test samples caused by testing or by burglary, fire, lightning or water and the like.
6. The decision on the conformity of test results is generally made in accordance with ILAC G8 in the relevant publication. For standards that require different decision rules, these are described in the process instruction CSA\_B\_V50\_29. These procedural instructions can be viewed on request.

## C. Product Certification Conditions

### C.1 General

1. Following successful testing, the certification body CSA Group Bayern shall issue certificates and test certifications and can prolong, limit, suspend, withdraw and cancel them.
2. It is exclusively the prerogative of the staff of the certification body whether or not they issue certification. Steps are taken to ensure that staff is not involved in carrying out the test and assessment procedures on the product to be certified.
3. Staff, which is involved in reviewing the products, has no influence on the decisions of the certification body.
4. The certification body may not assign its authorities with regard to the issue, maintenance, prolongation, suspension or withdrawal of certification to external individuals or bodies.
5. Certificates subject to European Community directives are always governed by the latest version the relevant directive in force at the time of issue. It is exclusively the responsibility of the client and/or certification body to apply any identifying marks to products that may be necessary.
6. Certificates apply solely to the holders of the certificates and solely to the products and production sites specified on them. Assignment of a certificate by its holder to third parties is prohibited as is any use of a certificate by third parties.
7. Certificates may only be used for advertising purposes in connection with the products and scope of use specified on them. If a supplier publicises certification of a product in communication media, prospectuses or advertising material, this shall constitute confirmation that the requirements of the certification body are fully satisfied.

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8. Holders of certificates are fully and exclusively responsible for ensuring that certificates and test certifications are used only for the permitted purposes.
9. Certificates and test certifications take effect from the date of issue provided they bear an appropriate signature.

#### ***C.2 Voluntary Certificates and Test Certifications***

1. Voluntary certificates are issued by CSA Group Bayern for products (product certificates), training programmes and the expert appraisals of partner laboratories (ATP program).
2. The certification body assesses the test documents. It decides whether to issue, prolong, limit or withdraw a certificate and is the contact for any irregularities regarding certification.
3. A certificate does not become valid until all of CSA Group Bayern's requirements in connection with the test/ expert appraisal and certification of the object covered by the work order are satisfied.
4. A certificate can be cancelled for cause (including without prior notice) if further use of the certificate is no longer acceptable with regard to its declaratory force on the market or if it has been prohibited, for example for reasons pertaining to competition law. Furthermore, a certificate can be cancelled if it is specifically used in advertising in a way which is misleading or prohibited for some other reason, if the certificate is misused or if statutory provisions are not adhered to in the marketing of the product.
5. In addition, a licence can be obtained for the use of an CSA Group Bayern test symbol in connection with an CSA Group Bayern product certificate. In such cases, the same criteria apply in principle as apply to voluntary certificates - see points 1 – 4. The test symbol is only valid if used in connection with a valid product certificate. Further information is listed on the relevant application form.

### ***C.3 Certificates of the Notified Body subject to Directive 2014/30/EU***

1. The certification body of CSA Group Bayern GmbH may issue EU-type examination certificates as proof of compliance with the essential requirements of the valid EMC Directive.
2. The certification body may not assign its authorities with regard to the issue, maintenance, prolongation, suspension or withdrawal of certification to external individuals or bodies.
3. Certificates issued by the Notified Body subject to the valid directive 2014/30/EU cannot be cancelled and are effective from their date of issue for a period of 3 years. They apply exclusively to the products presented for testing / assessment.
4. The certificate holder shall inform the certification body promptly if material changes occur, such as production moving to another site, assignment of the production site to another company or changes in the production process, its quality management system, design and specification which could have consequences for the certified product. Where applicable, the certification body can stipulate other measures. If this happens, the certificate holder must not market the changed products until they have been approved by the certification body.
5. The certificate holder and supplier shall promptly give notice of all malfunctions or concerns relating to the conformity of the certified product, and reported to it, for example, by the market supervisory authorities. It shall also document such cases and make the records of them available to the certification body if it requests this. If the concerns are justified and in all instances of defects detected in the product which adversely affect compliance with the certification requirements, the certificate holder shall take suitable action to eliminate the defects. Records must be kept of the action taken.
6. Differences of opinion or disputes between the client and CSA Group Bayern must first be treated by a complaints committee with the purpose of reaching an amicable settlement. The steering committee of CSA Group Bayern will guide negotiations concerning complaints. Minutes, to be signed by all representatives, shall be taken of whatever settlement is reached. The complainant will be informed of the outcome of the decision process.

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7. The Notified Body informs market surveillance authorities in the case of requests for information and, upon request, provides information on conformity assessment activities.
  
8. For refusals, limitations, suspensions or withdrawals of type examination certificates reports will be provided to a database set up by the authorities. As long as this database is not in service, data will be stored locally and communicated to the Federal Network Agency on request.

#### ***C.4 Certificates of the Notified Body subject to MessEG/MessEV or Directive 2004/22/EU / 2014/32/EU***

##### **C.4.1 General**

1. The certification body decides whether to issue, prolong, limit or withdraw a certificate and is the contact for any irregularities regarding certification.
  
2. The certification body gives the applicant an updated and detailed description of the certification process before the certification work order is made. This description shall contain full information on the rights and duties of the applicant.
  
3. The certification body will determine whether or not there is a need for a reappraisal of the certified product, for example in the following cases:
  - Design changes
  - Specification changes
  - Changes to the standards
  - Change of owner / structure
  - Staffing changes affecting the responsibility holders of the supplier
  - Submission of information indicating that the product no longer meets the requirements of the certification system
  
4. If the certificate holder requests changes regarding the scope of use of certification already issued and in force, the certification body shall decide whether or not the change is to be effected and shall proceed in accordance with its decision.



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5. The certificate holder shall inform the certification body promptly if material changes occur, such as production moving to another site, assignment of the production site to another company or changes in the production process, its quality management system, design and specification which could have consequences for the certified product. The certification body stipulates the further measures. If this happens, the certificate holder must not market the changed products until they have been approved by the certification body.
6. The certificate holder shall promptly give notice of all malfunctions or concerns relating to the conformity of the certified product, and reported to it, for example, by the market supervisory authorities. It shall also document such cases and make the records of them available to the certification body if it requests this. If the concerns are justified and in all instances of defects detected in the product which adversely affects compliance with the certification requirements, the certificate holder shall take suitable action to eliminate the defects. Records must be kept of the action taken. Following this, the certification body will either add to or alter the certificate or withdraw it.
7. The certification body is entitled to regulate and monitor the use and presentation of approvals, certificates and conformity symbols appropriately.
8. Cancellations, deletions, declarations of invalidity, limitations and suspensions of certificates will be published. Any further advertising or other use of the certificate or of the name of CSA Group Bayern in such cases is prohibited. Certificates which have expired or have been cancelled or withdrawn must be returned to the certification body.
9. Certificates / EC type approval test and conformity certifications are published in a national German database. This is currently maintained by the PTB, the German metrology institute.
10. The certification body publishes in writing any changes it intends to make to the certification requirements as appropriate. Before deciding on the precise format and timing when introducing changes, the body takes due account of the views presented by the parties concerned. After deciding on and publicising changes to the requirements, the body makes sure that each supplier implements all the adjustments that are now necessary within a reasonable time frame.
11. The certification body is the receiving point for complaints. When complaints are received, they are checked to see whether they relate to certification activities of the certification body or of a certified customer. If the complaint relates to a certified customer, the effectiveness of the customer's certified management system is taken into account when the complaint is examined. The content of the complaint will be

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forwarded to the certified customer within 2 weeks of receipt of the complaint. After examination of the complaint, the outcome of the investigation will be communicated to the complainant. Where complaints are concerned, the outcome and the action implemented will be documented and retained by the certification body.

12. The certification body is the receiving point for appeals. Appeals against a decision of the certification body must be raised within 4 weeks of receipt of a certification decision. An impartiality committee can be convened temporarily to handle the appeal. The impartiality committee consists of the director of the certification body and 2 other independent members (e.g. lawyers, calibration authorities). After examination of the appeal, the outcome will be communicated to the appellant. Where appeals are concerned, the outcome and the action implemented will be documented and retained by the certification body.
13. The Notified Body informs the Federal Ministry for Economics Affairs and Energy (BMWi) about refusals, limitations, suspensions or withdrawals of type-examination certificates and requests for information from market surveillance authorities and provides information on conformity assessment activities to the BMWi on request.
14. Within the framework of the Committee of Conformity Assessment Bodies, the Notified Body exchanges relevant information according to MessEG (AdKBS) on the negative results of type tests with the other Notified Bodies and, if requested, also provides relevant information on the other bodies conducting similar conformity assessment activities and covering similar instruments positive results of conformity assessments

#### **C.4.2 Module B Certificates**

1. Certificates (EU-) type approval test certifications) take effect after approval by the certification body. Validity is limited to 10 years and can be prolonged for a further period of 10 years.
2. A module B certificate can be cancelled for cause (including without prior notice) if:
  - defects are detected in the products, if products do not match the originally certified product or if material characteristics of the certified product are not or no longer present;
  - it is used in advertising which is misleading or prohibited for some other reason, if the certificate is misused or if statutory provisions are not adhered to in the marketing of the product;

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- a product is not or is no longer covered by the original assessment basis (e.g. standard, directive) or has been assigned in error to an inappropriate assessment basis or an incorrect class under the relevant EU directive;
  - the certificate holder has acted with gross negligence in breach of this Test and Certification Protocol.
3. The number of the EC type approval test certification must be affixed to every electricity meter.

#### **C.4.3 Module D Certificates**

##### **General**

Management system certification conditions:

- CSA Group Bayern must not deliver consultation services for management systems in the context of management system certifications.
  - No internal audits are offered for customers of the CSA Group Bayern certification body.
  - The certification body does not sub-contract work orders.
1. Certificates take effect after approval by the certification body. The period of validity is 3 years.
2. A module D certificate expires when a stated period of validity has been completed.
3. A module D certificate can be cancelled for cause (including without prior notice) if:
- it is used in advertising which is misleading or prohibited for some other reason, if the certificate is misused or if statutory provisions are not adhered to in the marketing of the product;
  - defects are detected in the quality assurance system;
  - the certificate holder has acted with gross negligence in breach of this Test and Certification Protocol.
4. A module D certificate can be withdrawn if the CSA Group Bayern (ICM certification body), authorities (e.g. the PTB) or other appropriate bodies have not been given the opportunity to inspect the manufacturing and test equipment or to review the products. The same applies if a monitoring audit cannot be carried out within a reasonable period despite a written call for this or if discrepancies are not eliminated by appropriate corrective action within the agreed period.

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5. In conformity with directive 2004/22/EC, the manufacturer affixes the identifying CE mark, the identifying metrology mark and the number of the Notified Body on each appliance in conformity with directives 2004/22EC / 2014/32/EU and MessEV.

#### ***C.5 Certificates of the Notified Body according to RE Directive 2014/53 / EU***

1. The Certification Body of CSA Group Bayern GmbH may issue an EU-Type Examination Certificate Appendix III Module B to demonstrate compliance with the essential requirements of the applicable RE Directive.
2. The certification body must not delegate its authorities regarding the issue, maintenance, extension, suspension or withdrawal of the certification to an external person or body.
3. EU type-examination certificates issued by the Notified Body in accordance with the valid Directive 2014/53/EU cannot be terminated and are valid from the date of issue for a period of 3 years. They apply exclusively to the products presented for testing / evaluation.
4. The certificate holder must notify the certification body without delay of significant changes such as the relocation of the production facility, the transfer of the production facility to another company or changes in the manufacturing process, its quality management system, design and specification changes that could affect the certified product, if necessary, the certification body determines further measures. In this case, the certificate holder may only place the changed products on the market after approval by the certification body.
5. The certificate holder and supplier is obliged to report all incidents or complaints concerning the conformity of the certified product - e.g. by the market surveillance authorities - to promptly notify, document and make these records available to the certification body at their request. In the case of justified complaints and any deficiencies found in the product that affect the fulfillment of the certification requirements, the certificate holder is obliged to eliminate the deficiencies by taking appropriate measures. The taken measures taken have to be documented.

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6. Disagreements or disputes between the customer and CSA Group Bayern GmbH - Certification Body must first be dealt with in a complaints committee with the aim of a amicable agreement. In the case of complaints, the steering committee of CSA Group Bayern GmbH leads the negotiations. Any agreement reached will be recorded and signed by all representatives. The result of the decision will be communicated to the complainant.
7. The CAB informs market surveillance authorities in the case of requests for information and, upon request, provides information on conformity assessment activities.
8. In case of refusal, restrictions, suspensions or withdrawals of type examination certificates, an entry in the database will be made at CIRCABC.

## D. Other Provisions

### 1. Effective Date of the Test and Certification Protocol

This Test and Certification Protocol takes effect from **2021-08-20** and shall remain in force until replaced by a new Test and Certification Protocol.

### 2. Duty to Inform

CSA Group Bayern's obligation under statutory regulations to supply information to third parties shall not breach any duty of confidentiality.

### 3. Liability

CSA Group Bayern's liability shall be strictly as determined in the statutory provisions of the Federal Republic of Germany. CSA Group Bayern's General Terms and Conditions of Business shall apply.

### 4. Miscellaneous

Should a provision of this Test and Certification Protocol be or become void, this will not affect the applicability of the remaining regulations. The invalid provision shall be replaced by an equivalent valid provision which achieves the intended purpose in the same or at least similar manner.