

<b>IBExU</b> Institut für Sicherheitstechnik GmbH  Fuchsmühlenweg 7 09599 Freiberg Germany	<b>Certification of Equipment  according to IECEx Scheme</b>	Identification mark  <b>IBExU</b>
	<b>General Terms and Conditions</b>	Page 1 of 3

**IBExU** Institut für Sicherheitstechnik GmbH as authorized **Certification Body** (ExCB) and **Testing Laboratory** (ExTL) performs services in accordance with the IECEx Scheme for explosion protected equipment under the following conditions:

1. The examining activity of IBExU as CB (Certification Body) and TL (Testing Laboratory) and the auditing of the QA (Quality assurance) is a service. Definite work results are not owed.
2. The contractual relationship between IBExU Institut für Sicherheitstechnik GmbH and the customer starts with the confirmation of the application for examination/order (application form and confirmation of order) by IBExU and with the acknowledgement of the General Terms of Contract as well as the Rules IECEx 01 and 02.
3. Advisory services are not subject of the application for the examination/order.
4. The following general regulations and particularly the appointed time and costs are stipulated with the contract.
5. The compliance with delivery times given obligatorily presupposes the clarification of all essential, technical questions until the beginning of the processing as well as the punctual and complete compliance with all cooperation duties of the customer.
6. About the examinations and/or quality audits carried out by IBExU are drawn up a test report and a quality audit report, respectively. The customer gets one original of the test report in English, provided that nothing else was stipulated.
7. The report drawn up by IBExU is the basis for the Certificate CoC to be issued by IBExU.
8. A certificate is only issued on the basis of a Test Report ExTR and a Quality Report QR, if the Test Report and Quality Report finally confirm, that the tested product or the QA system fulfil the requirements of the valid IEC-standards and the OD 005.
9. That means that in case of a „negative“ test result (the tested product does not fulfil the requirements of the IEC-standards) only a test report can be drawn up for the applicant within the examination order.
10. CoC-certificates which confirm the conformity of equipment and components with the requirements of the IECEx scheme are assigned temporarily in dependence on the measures for quality assurance (generally restricted to 3 years). The validity is supervised by IBExU. The manufacturer will be informed in due time. The Certificate is issued on-line. The customer gets a copy of the certificate upon request.
11. The applicant is obliged to provide IBExU free of charge with test samples in a number required for the examination inclusive all accompanying technical documents as design drawings, parts lists with material specifications, operation descriptions, user information (operating instruction).
12. The documents submitted for the examination and the test samples must fulfil comprehensively the requirements of the respective IEC-standard.

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13. The test samples can be damaged or destroyed during the tests.
14. IBExU has the right to take a look at all documents of the customer which are necessary for the examination.
15. One set of technical documents in paper form or in electronic form (“ur.pdf” or “ \*.tif”) have to be provided IBExU. Test documents have to be indicated by the manufacturer as such. After the completed examination order the customer will get back one set „Test documents“ with a corresponding IBExU-check note.
16. IBExU can demand that equipment and components have to be provided with notes which are indispensable for the safe use. For components, the conditions for the installation into equipment are required additionally. (Please see the corresponding marking of the certificates with X respectively at components of electrical equipment with U behind the certificate number.)
17. IBExU checks the „Ex-marking“ of the equipment and components for the tested products according to the valid IEC-standards (detail of the number of the issue).
18. All documents and other information in the connection with the examination are treated confidentially. Information is not passed on to third parties unless a written consent of the applicant is available.
19. The customer has to inform IBExU if the production of the certified product was discontinued.
20. IBExU is authorized to withdraw an assigned certificate and to declare it invalid if
  - a) it is established afterwards that the assigned certificate would not have been allowed to be issued.
  - b) the customer does not fulfil his duties to the IBExU especially if the test sample supplied for the examination does not correspond to the product which is on the market. (IBExU has no obligation for market control and investigation.)
  - c) the normatively specified requirements on the certified product (for example because of essential new knowledge) respectively on the Quality Assurance System are not fulfilled any more.
21. Before withdrawing a certificate IBExU informs the customer and gives him the opportunity to give a statement. After withdrawal of the certificate this must not be used for commercial purposes any more.
22. There is no claim of the customer for compensation after withdrawing a certificate or its invalidity explanation unless disadvantages have resulted for the customer by deliberate or roughly negligent behaviour of IBExU.
23. IBExU does not assume any liabilities for disadvantages which result for the customer in connection with the contractual activity unless the disadvantages result from roughly negligent or deliberate behaviour of IBExU. The customer exempts the IBExU from claims for compensation of third parties unless the disadvantages are caused by deliberate or roughly negligent behaviour of IBExU. The same is valid if the test results, certificates or test reports are passed on by the customer and disadvantages result for the third party. Compensation is lasted at the most up to the sum of the order value.

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24. The customer is liable for all disadvantages which result for IBExU due to a negligent violation of the customer, his representatives and assistants against his duties.
25. The transports of the items to be tested and documents are carried out at the expense and the sole risk of the customer.
26. The customer has the right to exercise complaint at the management of IBExU against the test procedure, the test results or other measures of IBExU within one month after announcement. If the customer complains wrongly about deficiencies and if there any costs arise in case of following investigations/examinations, then the customer is obliged to refund the costs.
27. The customer is invoiced for the costs for the services of IBExU delivered within a test order according to the specified agreements. The costs do not depend from the test result.
28. The respective contractual relationship is exclusively subjected to the right of the Federal Republic of Germany.
29. Freiberg is place of jurisdiction and place of performance for all performances owed from this order relationship.
30. If individual regulations of these general contract conditions should not come from any reasons to the application so the other regulations remain untouched.