

CONTENTS

0 READER GUIDANCE	2
1 OBJECTIVES, SCOPE AND REVISION	2
2 BASIS OF AGREEMENT AND REQUIREMENTS	2
3 CERTIFICATION	3
3.1 General provisions	3
4 REGULAR SUPERVISION	4
4.1 General provisions	4
4.2 Regular internal supervision	4
4.3 Regular external supervision	4
5 RIGHTS AND OBLIGATIONS OF THE CERTIFICATE HOLDER	5
6 DUTIES AND OBLIGATIONS OF DS CERTIFICATION	6
7 USE OF MARK AND ACCREDITATION LOGO	6
8 SUSPENSION, WITHDRAWAL AND TERMINATION OF CERTIFICATES	8
8.1 Suspension	8
8.2 Withdrawal	8
8.3 Termination of certificate	9
8.4 Assignment of certificate	9
9 PRICES AND TERMS OF PAYMENT	10
10 COMPLAINTS	10
11 DAMAGES	10
12 GOVERNING LAW AND VENUE	11

0 Reader guidance

0.1

These provisions should be read in conjunction with the Special Provisions for Certification (SBC) applicable to the individual product areas. The individual SBCs contain more precise, more lenient or stricter rules specific to the relevant area. The SBC will make reference to this document and the relevant section number.

1 Objectives, scope and revision

1.1

These General Provisions for Product Certification – in the following referred to as ABP – specify the rights and obligations of the certificate holder/applicant and DS Certification in connection with the issue, maintenance and cancellation of certificates.

1.2

The issue of a certificate implies a licence to use DS's mark for marketing purposes and on products comprised by the certification.

1.3

DS Certification will revise the ABP when dictated by major changes to accreditation/notification/authorisation conditions, standards or similar circumstances, or when otherwise deemed required by DS Certification.

1.5

The revised ABP will be sent to all certificate holders/applicants and posted on DS Certification's website.

2 Basis of agreement and requirements

2.1

Certification is based on the ABP, relevant Special Provisions for Certification (SBC), standard(s) or European Technical Approval (ETA).

2.2

The certification basis is defined in a written agreement between DS Certification and the certificate applicant by the certificate applicant completing and signing an application/agreement form, which is confirmed in writing by DS Certification. The application/agreement form also specifies the products and any production sites to be comprised by the certification.

2.3

The certificate holder/applicant must be a manufacturer or distributor of the relevant product(s). If the certificate holder/applicant is a distributor, the agreement must be signed by the distributor as well as by the manufacturer who thus indicates acceptance of the agreement.

2.4

DS Certification performs certification in accordance with the requirements defined in the agreement and the provisions, guidelines and accreditation and notification terms in force from time to time.

2.5

DS Certification may use third-party suppliers to perform activities such as inspection and testing. Any use of third-party suppliers must be approved by the certificate holder/applicant in each case. If third-party suppliers are rejected, DS Certification may not be able to maintain the certification in all cases.

2.6

Any references in these provisions to DS Certification also apply to any third-party suppliers of DS Certifications as referred to in clause 2.5.

3 Certification

3.1 General provisions

A certificate may be issued to a manufacturer or a distributor when compliance with the requirements for issuance specified in the certification basis has been demonstrated.

Prior to a certificate being issued, one or more of the following must be completed with satisfactory results.

- a) Preliminary type testing of the product
- b) Preliminary assessment of documented product management system
- c) Preliminary assessment of product descriptions
- d) Preliminary inspection and audit of the production management system
- e) Preliminary review of results of the self-inspection

The relevant SBC and/or standards specify the elements that must be completed and the scope of such elements.

Any nonconformities must be remedied by the certificate applicant and completion thereof verified by DS Certification before a certificate can be issued.

If a certificate has not been issued within the inspection frequency specified in the relevant SBC, a renewed inspection is generally required before a certificate can be issued.

3.1.a

Type testing must be performed on products taken from the current production. However, type testing may be performed on products from 0-series or on prototypes which for type testing purposes may be considered representative of the future production.

Type testing must be representative of production, and raw materials, components and production processes must therefore in all essentials be identical for the product that has been type tested and the products to be manufactured subsequently. For test reports that are more than two years old, a separate technical evaluation comprising an assessment of the above issues must be available.

The relevant SBC describes whether products are to be sampled by DS Certification or the certificate applicant, and whether testing is performed as accredited and/or notified testing, or possibly by the manufacturer at its premises using its equipment, and whether this must be supervised by DS Certification.

3.1.b

The documented part of the production management system must meet the requirements of the certification basis.

3.1.c

Product descriptions/drawings must demonstrate compliance with the certification basis and be adequate for a subsequent determination of whether or not a product conforms thereto.

3.1.d

The preliminary inspection of the production site must show that the certificate applicant meets the requirements of the certification basis with respect to production and control equipment, production premises and storage facilities, and that it will be possible to perform the internal control required by the certification basis at the production site.

An audit is performed of all items in the production management system to ascertain whether it has been implemented. The audit is performed among some of the staff who will use the production management system in their everyday work.

3.1.e

The results of the certificate applicant's self-inspection of the production and the products must demonstrate whether the products comply with the certification basis.

In case of new production or a new certification basis, self-inspection results are not always available from the outset. In such case, DS Certification determines the extent to which reporting of self-inspection results should take place and the extent to which extraordinary supervision visits should take place within an initial period, generally of three months.

4 Regular supervision

4.1 General provisions

4.1.1

Regular supervision is performed to verify that the certificate holder always complies with the defined requirements.

4.1.2

If the control shows that the requirements are not met, the certificate holder must immediately take adequate remedial and corrective action, including, if required, suspend conformity marking of the products concerned and withhold products of the same lot until the cause and extent of non-compliance has been determined. If required, non-compliant products must either be made to meet the requirements or the conformity marking must be removed from the product, possibly by destroying the product, and similar action must be taken with respect to products already supplied.

4.2 Regular internal supervision

4.2.1

The certificate holder must ensure and supervise that the production management system and products comprised by the certification meet the requirements defined in the certification basis.

4.2.2

Controls must be recorded, and such records must comprise all test results irrespective of their outcome, and must be kept for at least six years.

4.2.3

The certificate holder must record all complaints and corrective action with respect to the certified products, and submit them to DS Certification on request.

4.3 Regular external supervision

The regular supervision comprises one or more of the following elements as specified in the relevant SBC

- a) External testing of the product
- b) Assessment of documented production management system
- c) Assessment of product descriptions
- d) Inspection and audit of the production management system
- e) Review of results of the self-inspection

The elements are described in clauses 4.3.a-e.

4.3.a

The relevant SBC describes whether products are to be sampled by DS Certification or the certificate applicant, and whether testing is performed as accredited and/or notified testing, or possibly by the manufacturer at its premises using its equipment, and whether this must be supervised by DS Certification.

4.3.b

The documented production management system is assessed regularly when minor changes are made to it. In case of major changes, or after a period of three years, DS Certification may elect to make an overall assessment of the system.

4.3.c

Product descriptions are assessed regularly when minor changes are made to them. When a large number of minor changes have been made, or when a long time has passed since the entire product description was assessed, DS Certification may elect to make an overall assessment of the product.

4.3.d

Generally, ordinary inspections/audits are performed at the frequency specified in the relevant standard/ETA. Unless otherwise specified in the certification basis, parts of the production conditions, self-inspection results, management of non-conforming products, complaints of products comprised by the certification are reviewed on an annual basis together with a range of selected items of the certification basis. The entire certification basis is reviewed over a period not exceeding three years.

The inspection/audit will be announced in advance.

4.3.e

The certificate holder shall make self-inspection results with the certificate holder's own evaluation available to DS Certification. DS Certification will assess the results and the certificate holder's own evaluation.

4.3.2

In case of any ascertained failure to comply with the requirements set out in 4.3.a-4.3.e, DS Certification may claim non-compliance and remedial and corrective action. DS Certification may also request introduction of more stringent internal and external supervision, including an extraordinary external inspection/audit and sampling of products for control.

5 Rights and obligations of the certificate holder

5.1

The certificate holder/applicant may decide not to use auditors or inspectors appointed to perform preliminary and external supervision at its premises if presenting a valid reason. If auditors/inspectors are rejected, DS Certification may not be able to maintain the certification in all cases.

5.2

The certificate holder must notify DS Certification immediately of any proposed changes to the product or production processes that may affect the product's conformity with the certification basis. Prior to making any changes to the construction, materials, design or production processes, the certificate holder must notify DS Certification which determines whether the change may affect product properties and is of a nature that requires renewed testing, possibly new type testing, in order to verify the product's continued compliance with the specified requirements.

5.3

Any changes to the name or legal status of the certificate holder, any replacement of key persons, changes to the organisational structure, address, etc. that may affect the basis of the certification agreement must be notified immediately to DS Certification.

5.4

The certificate holder/applicant undertakes to accept external inspections at the frequency and scope specified in the SBC and to provide the auditors and/or inspectors appointed by DS Certification with correct information to all issues relevant to the certification.

5.5

The certificate holder/applicant must give DS Certification's auditors and/or inspectors access to all areas and all documentation relevant to the scope of the certification.

5.6

In connection with external audit/inspection, the certificate holder/applicant must also accept trainees and/or observers from the accreditation authorities and others. Such observers solely evaluate the work of the inspectors. Time spent by trainees/observers and their travel costs cannot be charged to the certificate holder/applicant.

5.7

In case of changes to the certification basis, the certificate holder must, within a specified period of time, comply with the changed requirements, including changes to the ABP, SBC, standards/ETA, etc.

5.8

The certificate holder is responsible for conformity of the products comprised by the certification with the requirements of the certification basis and for the products generally being fit for purpose.

6 Duties and obligations of DS Certification

6.1

DS Certification must offer certification to all businesses whose activities are within the scope of the services provided by DS Certification.

6.2

Decisions to issue certificates are made by an internal case handler, independently of the general case processing. The internal case handler may refuse to issue a certificate or decide to postpone issuing until satisfactory results of supplementary examinations are available.

6.3

DS Certification may not refuse certification on the grounds that the certificate holder fails to meet requirements not included in the certification basis.

6.4

In the certification process, DS Certification must ensure that relevant products, system documentation, test and inspection results, etc. are assessed objectively.

6.5

DS Certification must monitor compliance of certified products with the criteria of the certification basis. Such supervision is performed as specified in the certification basis.

6.6

A certificate is issued on conformity with the specified requirements. On issuing a certificate, DS Certification gives the certificate holder a licence to use the mark registered by DS Certification subject to the provisions of clause 7.

6.7

DS Certification undertakes to treat all information about the certificate holder/applicant and its products as confidential and to use it exclusively for the purposes of the relevant certification. However, DS Certification has a duty to make information available to relevant authorities and accreditation bodies to the extent required by the obligation of such authorities and bodies to supervise DS Certification.

6.8

From the date an agreement for certification has been signed with DS Certification until the date a certificate is issued, DS Certification must not without written consent from the certificate applicant disclose to any third party, except the authorities and bodies referred to in clause 6.7, that the certificate applicant applies for certification, nor of the preliminary or final results of the processing of the case. However, DS Certification reserves the right to approach relevant supervisory bodies and authorities prior to issuing the certificate in order to obtain information necessary for DS Certification's work.

6.9

DS Certification must inform the certificate holder/applicant of material changes to the accreditations/notifications/authorisations relevant to the certificate holder including, in particular, any suspension or cancellation of accreditations.

6.10

DS Certification must keep a register of certificate holders and the products comprised by the certification. The register is available to the public at www.dscert.dk.

7 Use of mark and accreditation logo


7.1

The certificate holder is entitled to mark the products comprised by the certification with the DS marking specified in the SBC and is also entitled to use the mark for marketing the product in question.

7.2





For building materials certified pursuant to annex ZA of a harmonised standard or an ETA approval in attestation of conformity system 1+, 1 or 2+, reference may also be made to DS Certification's notification number 0527 in the CE mark in accordance with the requirements of the relevant technical specification.

7.3

DS Certification's mark  may be used together with the company name or logo on stationary, in brochures and the like in accordance with the guidelines set out below.

7.4

For a general mention of or reference to the certification by DS Certification, the DS mark may be included in the text, for example as follows:

- our product management system is under  certification
- our products are under  product certification
- we manufacture our  marked (products) of materials which ...
- we sell  marked (products) from leading manufacturers

7.5

If the DS mark is used without a clear context, for example as a supplementary logo on stationary, the identity number (XXX) of the certificate holder must always be shown together with the DS mark as follows

XXX  or



XXX

7.6

For certificates issued pursuant to DANAK accreditation, DANAK's accreditation mark may not be used for marketing purposes, at websites and the like.

7.7

The right to use the DS mark applies only to products specified in the certificate.

7.8

The use of the DS mark on certified products does not entail any responsibility for DS Certification with respect to the marked products or their conformity to the standard.

7.9

The DS mark may not be used in a manner so as to cause doubts about what products are comprised by the certification, or so as to create the impression that a product not comprised by the certification is comprised. Nor may the mark be used to give the impression that DS Certification accepts any responsibility for products specified.

7.10

The DS mark must be reproduced from an original that is available from DS Certification.

7.11

The DS mark may not be used on business cards.

7.12

The right to use the mark ceases when the certificate is terminated, expires or is withdrawn.

7.13

Before a certificate is issued, the DS marking intended to be used as product marking must be submitted to and approved by DS Certification.

8 Suspension, withdrawal and termination of certificates

8.1 Suspension

8.1.1

A certificate may be suspended at the request of the certificate holder, for example, in connection with a temporary suspension of production. DS Certification may suspend a certificate if the certification basis is no longer met and DS Certification expects the certification basis may be met again within a short period of time. Suspension is a temporary withdrawal of the certificate for a period of, generally, up to two years. DS Certification shall in writing confirm the suspension, the agreed period and the conditions for lifting the suspension.

8.1.2

A certificate may also be suspended if a relevant accreditation or notification body instructs DS Certification to suspend the certification scheme.

8.1.3

No external supervision is performed in case of suspension. When the certificate holder wants the certificate to be re-issued, an external inspection/audit must be performed at the production site and possibly type testing to verify compliance with the certification basis.

8.1.4

During the period of suspension, the certificate holder is not entitled to DS mark the product or otherwise make reference to the certification on the products, their packing or any accompanying documents. Furthermore, the certificate holder may not claim its right to DS marking in connection with marketing initiated during the period of suspension.

8.1.5

DS Certification shall make a note of the suspension on the list of certificate holders.

8.1.6

Suspension may be lifted when the conditions for lifting are found to exist and compliance with the certification basis has been restored for the product and the product management system.

8.1.7

If suspension cannot be lifted within the defined period of time, the certificate will be withdrawn.

8.2 Withdrawal

8.2.1

DS Certification may with immediate effect withdraw a certificate if the certificate holder is found to have used the DS mark on or in connection with products that fail to meet the requirements or which are not comprised by the certificate, or the certificate holder is found otherwise to have breached the conditions on which the certificate is based.

8.2.2

DS Certification may withdraw a certificate if the annual fee and inspection costs are not paid in due time when two reminders have been forwarded.

8.2.3

DS Certification may also withdraw the certificate with immediate effect if a certificate holder goes bankrupt or enters into liquidation.

8.2.4

Furthermore, DS Certification will withdraw a certificate

- if the certification basis is revised and the certificate holder is unwilling, or unable, to meet the changed requirements and transitional conditions within a defined period of time, see clause 5.7
- if DS Certification or a relevant notification/accreditation body is denied access to the certificate holder's premises or to relevant information about certified products and the production management system
- if a relevant authority or accreditation body instructs DS Certification to withdraw a certificate
- if the certificate holder ceases to exist as a legal person/entity

8.2.5

On withdrawal of a certificate, the certificate holder loses the right to DS marking and any and all references to the certification. A certificate holder who is notified of the withdrawal of the certificate must immediately stop the DS marking

and any and all references to the certification in advertising and other publicity relating to the relevant products. The certificate holder must inform its primary stakeholders accordingly in writing and immediately return the certificate to DS Certification or shred it. If DS Certification requests so, the certificate holder must also remove the DS mark from all relevant products stocked by the factory or the distributor.

8.2.6

DS Certification must publish the withdrawal. Publication is made by posting a notification on DS Certification's website in connection with the list of certificate holders.

8.2.7

If DS Certification deems further notification of third parties required, a short press release stating the reasons will be prepared. The press release may be sent directly to purchasers of the relevant product(s), certificate holders, relevant daily newspapers and trade journals, relevant industry organisations and relevant authorities.

8.2.8

A new certificate can only be issued after a renewed certification procedure.

8.2.9

Legal action may be taken if it is deemed that DS Certification's reputation may be damaged or if DS Certification incurs financial losses. Legal action may be debt collection or institution of legal proceedings.

8.2.10

DS Certification may charge expenses of case processing and advertising related to the matters referred to in clause 8 to the certificate holder, possibly by filing the claim in connection with the administration of the certificate holder's estate or its termination.

8.3 Termination of certificate

8.3.1

The certificate is valid for one calendar year. Termination may take place to the end of a year subject to three months' notice on the part of the certificate holder and DS Certification. Unless terminated, the certificate will be automatically extended for one year at a time.

8.3.2

DS Certification determines the extent to which samples are to be taken, inspections are to be made, and/or documentation for the self-inspection is to be submitted during the period of notice. The decision is based on the usual extent of external supervision in the certification basis, the age of the existing documentation, and the certificate holder's demonstrated ability and willingness to comply with the certification basis so far.

8.3.3

If the certificate holder gives notice to terminate a certificate, the certificate holder must return the certificate to DS Certification or shred it. After expiry of the validity of the certificate, the certificate holder must stop the DS marking and any and all references to certification in advertising and other publicity for the relevant products.

8.3.4

In case of changes to the certification basis, the certificate holder may give notice to terminate the certificate at the end of the transitional period, irrespective of other periods of notice.

8.3.5

If DS Certification implements price increases substantially in excess of those published by Statistics Denmark in its consumer price index, the certificate holder may terminate the certificate by three months' notice for a period of up to one month after it ought to have become aware of such increases. The previous prices will apply during the period of notice.

8.4 Assignment of certificate

8.4.1

A certificate may not be assigned to a third party. In case of changed ownership or similar changes, DS Certification may upon a specific assessment of the scope of changes to products, production management system, production management equipment, raw materials and components, organisation and assignment of rights and liability for products already supplied, test results, etc. issue a new certificate to the new owner based on the previous performance.

Any assignment of a certificate is by way of contract with DS Certification as the one party.

9 Prices and terms of payment

9.1

Prices and terms of payment are set out in a separate price list.

10 Complaints

10.1

The certificate holder/applicant and third parties may complain to DS Certification of errors, omissions or disputes in connection with the certification. DS Certification shall maintain a procedure for handling claims the contents of which are disclosed by DS Certification upon request.

10.2

Complaints must be received by DS Certification within four weeks of the occurrence of the relevant event.

10.3

The complainant is informed in writing of the decision of a complaint. If a certificate holder's/applicant's complaint is sustained, DS Certification will pay all its own costs of remedying the relevant matter.

10.4

If a certificate holder's/applicant's or a third party's complaint is not sustained, the decision may be brought before an appeal panel set up to make a final decision on the matter. Appeals must be lodged in writing within 20 days of DS Certification's decision calculated from the date of receipt by the certificate holder/applicant and/or third party (date of postmark + two days). The panel consists of at least three members from among DS Certification's managing director, DS Certification's chairman, DS Certification's quality manager and the head of department, product certification.

10.5

Where a complaint gives rise to justified doubts as to the correctness of issued certificates, a change, possibly withdrawal or cancellation, is made pursuant to these ABP, see clause 8.2.4.

11 Damages

11.1

Pursuant to the general law of damages applicable in Denmark, DS Certification is only liable where DS Certification can be proven to have committed errors or omissions, and only subject to the clarifications or limitations that follow from clauses 11.2-11.11.

11.2

To the extent permissible under Danish mandatory legislation, DS Certification's liability for personal injury, property damage and/or financial loss shall never exceed DKK 5,000,000 per event unless otherwise agreed in writing in connection with the signing of the agreement or provided by relevant authorities.

11.3

DS Certification accepts no liability for any loss caused by the certificate holder's products, services, systems or persons due to errors or defects therein, except where such error or defect was directly caused by DS Certification's work, and in such case only subject to the financial limits set out in clause 11.2.

11.4

DS Certification disclaims any liability for consequential losses, loss of profits, loss of time and other indirect losses.

11.5

DS Certification cannot be held liable, in full or in part, for any delays, omissions or losses arising out of the certificate holder's circumstances.

11.6

DS Certification accepts no liability for delays or losses caused by weather, strikes, natural disasters, fires or other force majeure events.

11.7

If the certificate holder fails to lodge a complaint, see clause 10.2, after having ascertained errors or omissions in the services provided by DS Certification, see clause 10.1, DS Certification shall be exempt of any liability arising out of claims that could have been avoided by lodging of a timely complaint.

11.8

If a third party holds DS Certification liable with respect to matters that are limited, see clauses 11.1-11.11, the certificate holder shall indemnify DS Certification thereof, including costs of deciding the matter in court.

11.9

DS Certification is not liable for damage or loss resulting from services provided more than three years before the date of a complaint.

11.10

DS Certification is not liable for damage or loss arising in connection with statements in documents from which it appears that such statement is based on estimation.

11.11

Limitations following from clauses 11.1 - 11.10 do not apply where DS Certification or DS Certification's employees have been grossly negligent or acted intentionally.

12 Governing law and venue

Disputes are subject to Danish law and shall be settled by the Copenhagen Maritime and Commercial Court.

Any abuse of the certification and compliance mark may result in liability and damages under national laws. The certificate holder/applicant has a duty to have any disputes settled by the Danish courts with DS Certification as a party to the case.