

**Testing, Registration, and Certification Regulations of
TÜV Rheinland DIN CERTCO Gesellschaft für Konformitätsbewertung mbH (hereinafter referred to as "TÜV Rheinland")
(as of March 1st, 2026)**

1 General

(1) TÜV Rheinland offers testing services, certifications, and registrations (referred to as "services" in points 1 to 13). These services are delivered in the form of certificates and registration notices (referred to as "certificates" in points 1 to 15) as well as test reports.

(2) TÜV Rheinland works on the basis of European and international standards (DIN EN ISO/IEC 17000 series).

2 Marking

(1) The product must bear the name of the manufacturer/distributor or a legally protected and registered manufacturer's brand. If marking is not possible, the information must be provided on the packaging. This also applies essentially to services provided elsewhere.

(2) TÜV Rheinland issues a registration number with the certificate for the traceability and identification of the service provided.

3 Property rights

(1) TÜV Rheinland remains the sole owner of the certificate. A certificate only becomes valid once the respective fees have been paid and remains valid only as long as the ongoing fees are paid in accordance with the currently valid fee schedule.

(2) The certificate issued by TÜV Rheinland may only be published in its entirety and used for advertising purposes. This does not apply to appendices to the certificate, which contain, in particular, compositions or information designated as confidential by the client.

4 Changes and additions

The client is obliged to notify TÜV Rheinland immediately of any significant changes that affect the scope and nature of the service. This applies in particular to changes of company name.

5 Suspension

TÜV Rheinland is entitled to suspend permission to use the certificate for a limited period of time in justified cases. The client will be informed of this in writing. During this period, the client is not entitled to use the mark and the associated registration number or to market products with the corresponding mark and registration number.

6 Expiry

(1) Permission to use the certificate and any associated rights to use the mark shall expire on the date specified on the certificate. If these terms and conditions or supplementary documents are violated, the certification body may decide to revoke the permission to use the certificate. If the requirements on which the service is based, e.g., a standard, are withdrawn or changed, the TÜV Rheinland certification body will decide whether the permission to use the certificate expires.

(2) The expiry of the certificate and the associated right of use shall be notified in writing.

7 Use of the mark

(1) By issuing a certificate and registration number, TÜV Rheinland also grants the right to use certain marks, which may only be used in conjunction with a valid certificate, provided that the requirements of the certification program and other applicable documents are met. A reproducible template of the respective mark will be provided by TÜV Rheinland upon request.

(2) Any misuse of the marks will be prosecuted with all legal means. The marks may only be used in their original form. Each mark may only be changed proportionally in size. Deviating from the color scheme of the template, the marks may be displayed in a single color.

(3) The marks may be used, for example, in advertising brochures and on packaging, but only in direct connection with the product/service/person/service provider for which the right to use the mark has been granted.

(4) The client is obliged to refrain from anything that could damage the public image of the mark. This includes, for example, the use of the mark for products or services that do not meet the requirements, or the use of the mark or registration number for non-certified/non-registered products or services.

(5) The registration number must always be indicated in close proximity to the mark.

(6) TÜV Rheinland has the right to prohibit the misuse of the mark and the use of a registration number and, if neces-

sary, to assert claims for damages. It may also publish instances of misuse of the mark on a warning list on the Internet.

8 Mark surveillance and special testing

(1) The proper use of the certificate or mark is monitored by TÜV Rheinland. If TÜV Rheinland detects misuse of a certificate, it will take the necessary steps to remedy the complaint (e.g., special testing).

(2) A special testing may be carried out on the justified order of TÜV Rheinland if TÜV Rheinland comes to the conclusion that a client does not or no longer sufficiently meet the quality requirements, or at the request of third parties if they have a particular interest in maintaining proper market conditions in terms of competition or quality.

9 Complaint management

(1) The client must keep a list of all complaints that come to its attention for certified/registered products or services. This documentation obligation extends to the entire validity of the certificate.

(2) After the permission to use the certificate has expired, the records must be kept for ten years. The list must be made available to TÜV Rheinland at any time upon request.

10 Publication

TÜV Rheinland maintains a database of certified/registered products or services, keeps it up to date, and makes it available to the public. Certificate data is part of the database search on the homepage www.dincertco.tuv.com.

11 Retention

The retention period for documentation is ten years after the expiry of the certificate and the granted right of use, or five years in the case of EU type examination certificates, unless otherwise stipulated by law.

12 Complaints and appeals

(1) If the client or third parties disagree with decisions, a written complaint or objection may be lodged with the management of TÜV Rheinland within 30 days of receipt of the decision.

(2) Receipt of the formal complaint or formal objection will be confirmed.

(3) The decision resolving the complaint or objection shall be made by a person who is not involved in the certification activities in question.

(4) TÜV Rheinland will formally inform the complainant or appellant of the outcome and conclusion of the complaint or appeal procedure.

13 Testing services

(1) TÜV Rheinland offers various types of testing services. The tests are carried out in accordance with a quotation or order and in accordance with generally accepted technical rules.

(2) The client undertakes to provide a sufficient number of samples in perfect condition for testing. TÜV Rheinland then carries out the tests, records the results, and provides the client with the test results in the form of a test report. The samples remain with TÜV Rheinland for documentation purposes.

(3) TÜV Rheinland is entitled to dispose of any samples and specimens that are not required after completion of the tests, unless otherwise specified in writing by the client.

(4) The liability provisions in Section 17 apply to damage to test samples caused by testing, burglary, theft, water, fire, or transport. Subject to the provisions in Section 17, TÜV Rheinland is only liable for simple negligence in the storage and handling of test samples if a material contractual obligation has been breached.

(5) The client may only forward test reports in their complete form.

14 Certification

14.1 General

(1) As part of a certification process, TÜV Rheinland provides certificates and, where applicable, certification marks that document the conformity of a product/service/person/service provider with specified requirements.

(2) The certificates also include EU type examination certificates.

(3) The client must always meet the certification requirements. After notification by the certification body, the client must implement the appropriate changes.

(4) The client must ensure that the product/process/service requirements are met in ongoing production/process/service.

(5) The client must ensure that the evaluation and monitoring can be carried out in accordance with the certification program. Access to documentation and records, equipment, location(s), area(s), personnel, and subcontractors must be guaranteed. The client must ensure that complaints can be investigated. If applicable, the participation of observers must be permitted.

(6) The client must make claims regarding certification in accordance with the scope of certification.

(7) The client may not use the product certification in a manner that could discredit TÜV Rheinland. The client may not make any statements about its product certification that TÜV Rheinland could consider misleading or unjustified.

(8) In the event of suspension or cancellation of certification, the client must discontinue the use of all affected advertising materials (online and offline) and take all other necessary measures.

(9) If the client makes the certification documents available to third parties, the documents must always be made available in full.

(10) When referring to the certification in communication media, the client must comply with the requirements of TÜV Rheinland.

(11) The client must meet all requirements of the certification program relating to the use of conformity marks. The client must meet all requirements of the certification program relating to information about the product.

(12) The client must introduce a process for handling complaints and document all records relating to complaints. All complaints concerning compliance with the certification requirements must be documented. The records must be made available to TÜV Rheinland upon request. As a result of complaints, the client must take appropriate measures and remedy all product defects discovered. If deficiencies in compliance with the certification requirements have occurred, these must be remedied by appropriate measures. The measures taken must be documented in each case.

(13) The client must inform TÜV Rheinland immediately if the certification requirements can no longer be met.

14.2 Principles of certification

(1) The basis for certification are specific requirements for products/services/persons/service providers. These requirements are usually specified in DIN standards or similar specifications and are deemed to have been agreed upon in detail between the parties in the form of certification programs. The client is solely responsible for compliance with any additional requirements that may apply, in particular legal requirements.

(2) The client must submit all documents specified in the respective certification program with the application. These include, for example, technical specifications, power of attorney and declaration of consent from the manufacturer if the client is not the manufacturer, as well as a valid tax identification number or, for third countries, a completed company certificate.

(3) Certification includes conformity testing, conformity assessment, the awarding of a certificate, and, if applicable, the granting of the right to use a certification mark. This is followed by ongoing conformity surveillance. All activities are carried out by TÜV Rheinland itself or by subcontracted third parties.

14.3 Initial test

The initial test is a type test (type examination) used to determine whether the product meets the specified requirements. The initial inspection/audit is performed by an inspection or an audit.

14.4 Test report/inspection report/audit report

The subcontracted testing laboratory/assessor/inspector/auditor prepares a test/inspection/audit report. As a rule, this report must not be older than 6 months at the time of certification and must be submitted to TÜV Rheinland in the original. Reports in PDF format are acceptable.

14.5 Validity

The certificate is valid for five years, unless otherwise specified in the certification program or other applicable documents. The client is obliged to arrange for a renewal in good time before the certificate expires or to have it carried out by TÜV Rheinland.

14.6 Renewal

- (1) Renewal of the certification is possible if no significant changes have been made to the product/service/person/service company. In the event of renewal, the registration number is usually retained.
- (2) Subject to a positive conformity assessment and the availability of all documents required for the assessment, a new certificate will be issued unless otherwise specified in the relevant certification program.

14.7 Changes

A supplementary testing takes place, for example, if the test basis has changed or if additions, extensions, or changes have been made to the certified product that affect conformity with the underlying requirements.

14.8 Conformity surveillance

- (1) The customer must take appropriate quality assurance measures to ensure that the properties confirmed during certification are maintained. For products or services, this can be ensured by direct self-monitoring and, in addition, by measures within the framework of a quality management system in accordance with the DIN EN ISO 9001 standard. Records must be submitted to TÜV Rheinland upon request. The records must be kept for ten years.
- (2) If the result of a surveillance is negative, the client must immediately take all measures to remedy the defect. Defective products must be marked and sorted out. The surveillance must be repeated regularly to determine whether the defect has been remedied.
- (3) TÜV Rheinland shall carry out regular inspections/audits of the production and testing facilities and, if necessary, the effectiveness of the quality management system. If necessary, TÜV Rheinland shall take samples for testing purposes.
- (4) If defects are found in a certified product or service on the market, TÜV Rheinland will send the client a written request to remedy the defects.
- (5) In the case of defects that have a direct or indirect influence on safety, hygiene, or functional performance, the client must ensure that the products are no longer marked with the certification marks until the defects have been remedied. The defects must also be remedied immediately on installed or stored products. Unless otherwise specified in the certification program or other applicable documents, the client must prove to TÜV Rheinland within three months by submitting a test report on a special test that the defects have been remedied and that the product in question once again meets the specified requirements. If the client fails to meet the specified deadline, the certificate and thus the right to use the certification mark will be revoked.
- (6) In the case of defects that do not affect safety, hygiene, or functionality, the client must provide TÜV Rheinland with appropriate evidence within three months that the defects in the product complained about have been rectified, unless otherwise specified in the certification program or other applicable documents.
- (7) If there is still cause for complaint, TÜV Rheinland will suspend the certificate and at the same time grant a final deadline for the rectification of the defects. If the client does not comply with the request within the set deadline or if the rectification of the defects cannot be proven again, the certificate shall expire. If the defect is rectified within the specified period or if corresponding proof of a remedial measure is sent to TÜV Rheinland, the suspension may be lifted.
- (8) The type and scope of a special testing shall be determined by TÜV Rheinland in each individual case in accordance with the purpose. If deficiencies are found during a special testing, the client shall bear the costs of the special testing procedure. If no deficiencies are found during special audits requested by third parties, the costs shall be borne by the requesting third party.

15 DIN registrations**Conditions for the registration of the marking of products and services with the association mark**

- (1) Individuals and companies can register products and services that comply with the applicable DIN or DIN EN standards and meet other legitimate usage requirements with TÜV Rheinland for labeling with the association marks DIN, DIN EN, or DIN EN ISO.
- (2) The condition for registration is that the persons and companies referred to in paragraph (1) have declared that they themselves market or offer the products and services and which DIN or DIN EN standards these comply with. The applicant is obliged to refrain from any action that could damage the reputation of the DIN, DIN EN, or DIN EN ISO mark in the public eye, e.g., use of the mark for products or services that do not comply with standards or do not meet the legitimate requirements for use, or use of a registration number for unregistered products or services.

(3) Provided that the conditions specified in paragraph (2) are met, the reported products and services will be registered by TÜV Rheinland in accordance with the specified DIN or DIN EN standard after review of the application documents. The applicant will receive a registration notice with a registration number, which they may use in conjunction with the DIN, DIN EN, or DIN EN ISO mark for the registered products and services.

- (4) TÜV Rheinland has the right to prohibit the misuse of the mark and the misuse of a registration number and, if necessary, to assert claims for damages.
- (5) For the registration of products and services whose compliance with standards is to be indicated by the association marks DIN, DIN EN, or DIN EN ISO, fees are payable in accordance with the currently valid TÜV Rheinland fee schedule. Use of the association marks is subject to payment of the registration fees and the ongoing fees (calendar year usage fee).
- (6) The registration notice is valid for one year and is automatically renewed unless the client gives notice of termination. In the event of termination, TÜV Rheinland must be notified in writing 30 days before the end of a calendar year.

16 Subcontracting of testing laboratories, inspection bodies, training partners, auditors, experts, and inspectors

- (1) The implementation of certification procedures and tests involves cooperation with suitable (competent) testing laboratories, inspection bodies, training partners, and external auditors, experts, and inspectors. TÜV Rheinland only works with competent partners. These partners must meet specific requirements of the relevant standards.
- (2) The requirements for testing laboratories are based on the international standard DIN EN ISO/IEC 17025. The requirements for inspection bodies are based on the international standard DIN EN ISO/IEC 17020. The requirements for training partners are based on the relevant chapters in the international standard DIN EN ISO/IEC 17024. The competence of auditors/assessors and inspectors is verified in accordance with DIN EN ISO 19011.
- (3) Auditors, assessors, and inspectors must have product-specific and manufacturing-related knowledge and experience in the relevant area and be competent in conducting inspections and audits. Knowledge of the specific standards and certification-related documents as well as the certification process is also essential.

17 Liability and compensation

- (1) TÜV Rheinland is liable in accordance with the statutory provisions, unless otherwise specified in this document.
- (2) TÜV Rheinland shall be liable without limitation in cases of intent or gross negligence on its part, as well as in cases of intent or gross negligence on the part of its representatives and vicarious agents.
- (3) In the event of simple negligence, TÜV Rheinland shall only be liable for damages resulting from the breach of essential contractual obligations, i.e., obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the client regularly relies and may rely. In this case, however, liability shall be limited to the foreseeable damage typical for this type of contract.
- (4) The exclusions and limitations of liability in the preceding section 17.3 do not apply to liability
 - (4.1) based on the provisions of the Product Liability Act,
 - (4.2) due to culpable injury to life, limb, or health, and
 - (4.3) as a result of a defect in an item sold by TÜV Rheinland or a work manufactured by TÜV Rheinland, insofar as TÜV Rheinland has fraudulently concealed the defect or has assumed a guarantee for the quality of the item or work.
- (5) Unless otherwise agreed in writing, TÜV Rheinland shall only be liable to the client under the contract. Contractual liability - in particular from the point of view of the protective effect of the contract - towards third parties not named as beneficiaries in the contract is excluded.