0 Foreword

The high profile of the "ift-certified" mark and universal recognition of ift product certificates and surveillance/inspection services are founded on:

- The long history and high national and international standing of the ift Rosenheim
- The accreditation of the certification body according to EN 17065 and DIN EN ISO/IEC 17020
- The recognition of the ift as a testing, surveillance and certification body for national and European building supervisory procedures leading to entitlement to apply the Ü/CE mark to the products

The employees and authorised representatives of the certification body are contractually obliged to observe impartiality, objectivity and confidentiality – the basic principles of our work.

"ift-Q-Zert" is the official abbreviated title of the certification and surveillance body of the ift Rosenheim.

"**Product certification**" is a procedure for attesting the conformity of **products and services**, based on published Basis Documents defining the specifications and technical and quality requirements applicable to the respective products or services, and the rules and procedures governing initial verification and maintenance of certification.

We use the term "**surveillance**" (inspection) as a synonym for expert assessment activities performed in the capacity of an "impartial body" on behalf of ift-Q-Zert itself or for external clients such as other certification bodies, quality control associations, groups of companies, etc. In the accreditation standards and technical Basis Documents, "surveillance" is additionally declared as, and its content defined as referring to, auditing (on-site), third-party control, quality control, inspection, etc.

"**Auditor**" and "audit personnel" are used by ift-Q-Zert as synonyms for "head auditor", "quality inspector" and "inspector".

1 Objectives, scope and contents

These General Conditions apply to the certification and surveillance of products and services by **ift**-Q-Zert according to the above definitions. They specify the general procedure and set out prerequisites, binding conditions, rules, rights and duties applicable to ift-Q-Zert and the respective contractual partners for the contractually agreed surveillance and certification processes, e.g.:

- Conditions for issue of the ift product certificate
- Guidance on use of the "ift-certified" mark
- General requirements governing ongoing control
- Rights and duties of the contracting parties to the certification/surveillance contract
- Provisions regarding liability in respect of the certification/surveillance process
- Rules regarding publications and advertising materials containing reference to the certification.

Contents

Ve-Ang-6286-de / 01.03.2023

2 Documents forming the basis for product certification and surveillance

Documents forming the basis for product certification/surveillance may take the following forms:

- Certification schemes/quality regulations, test specifications, or other similar documents approved by ift-Q-Zert or other certification bodies and/or clients
- Harmonised standards (e.g. national standards, European product standards, ETAGs)
- Statutory requirements (Construction Products List, German state building regulations, [LBO]).
- These Basis Documents
- define the technical requirements and special features relevant to certification/surveillance
- form the basis for issue of the product certificate or other attestations
- contain and/or refer to national, European or international standards, directives and laws.

3 "ift-zertifiziert" mark

The "ift-zertifiziert" mark may only be affixed to products and services certified by ift-Q-Zert. The product certificate entitles the holder to use the "ift-zertifiziert" mark and covers only the intended use of the product and/or service as specified in the application. Use of the "ift-zertifiziert" mark is governed by the rules for its use.

4 Surveillance/inspection/product certification procedure

The certification procedure is explained in the relevant certification programs and/or quotations.

4.1 Information supplied to the applicant

In case of enquiries regarding product certification/surveillance/inspection, the following relevant documents are sent to the applicant:

- "General Requirements for the Certification and Surveillance/Inspection of Products and Services"
- Relevant certification scheme
- Fees – generally specified in quotation
- Rules for use of the "ift-zertifiziert" mark, where relevant
- Application form, where relevant
- List of all certification schemes (QM300), where relevant
- List of approved testing laboratories and/or surveillance bodies (QM212), where relevant.

Information meetings are generally held at the **ift**. Information meetings can also be held at the applicant's premises at the special request of the applicant.

4.2 Application by the company

Applications for product certification/surveillance can be submitted to ift-Q-Zert by legal entities or their authorised representatives. The application can be made informally.

The applicant declares – at the latest upon signing the contract – that it

- fulfils the relevant requirements as specified in the Basis Documents (see 2);
- shall take all necessary preparatory steps, including providing access to all relevant areas, records (including internal audit reports) and personnel (e.g. testing, inspection, auditing, surveillance), and permitting inspection of complaint handling procedures;
- shall make statements regarding certification/surveillance only in respect of the scope for which certification/surveillance has been granted/carried out;
- shall not use its product certification/surveillance in such a way as to bring ift-Q-Zert into disrepute and shall make no statements regarding its product certification/surveillance that could be considered misleading or unauthorised by ift-Q-Zert;
- shall, in case of suspension or withdrawal of its product certification/surveillance, cease to use all advertising materials containing reference to the product certification/surveillance, and shall return all documents as required by ift-Q-Zert;
- shall use its product certification/surveillance exclusively for the purpose of indicating that the respective products/services are certified/have undergone surveillance regarding their conformity with the specified standards;
- is not using/will not use any product certificate/report or any part thereof in a misleading manner;

- will observe the requirements of ift-Q-Zert when making reference to its product certification/surveillance in communication media such as documents, brochures and other advertising materials.

4.2.1 With the application or by the date of the initial visit at the latest, the following shall be submitted

- A reliable description of the product/service (including processing/manufacturing, operating and assembly instructions) and its intended use, e.g. drawings of components or products, including details of dimensions and materials, and parts lists. A list of the documentation submitted shall be provided, including: table of contents, document titles and/or numbers, revision status and date, number of pages in document.
- Any verifications already available, such as test reports and qualifications
  Test reports must not be more than 3 years old.
  Only product tests performed by accredited testing laboratories will be recognised. Further restrictions may apply if the result of comparative testing or assessment work undertaken by the ift was not positive.
  The criteria for approval can be found in the QM Manual regarding certification.
- Manufacturer's declaration of consent, where relevant

Further documents according to the product-specific Basis Documents (see 2), where relevant

4.3 Review of application by ift-Q-Zert

The application is reviewed from the point of view of

- Unambiguity
- Feasibility for ift-Q-Zert
- Scope/client product range
- Intended use/scope of application of the product/service
- Language to be used for the certification/surveillance scheme
- All relevant special requirements in the Basis Document
- Completeness of required verifications/documents – any missing documents will be requested.
- The certification/surveillance conditions and requirements must be fully understood by the applicant.
- In the absence of a Basis Document relevant to the application, a group of experts can be set up at the request of the applicant and a certification scheme drawn up as a procedure for the attestation of conformity (ift-Q-Zert QM Manual).
- The applicant has a right to a hearing and a right of appeal in the group of experts.
- If the result of the review of the application is positive (approval), a contract will be drawn up.

4.3.1 Application by a manufacturer

Approval is granted to the companies for the production site(s) that manufacture(s) the products in their own production facilities and place them on the market in their own name and/or render the services themselves.

4.3.2 Application by supplier (e.g. reseller)

An approval/licence can be granted in the name of the supplier with the manufacturer's consent, provided that the manufacturer already holds an approval/licence. In this case the production sites for the product must be specified. The approval/licence is dependent in all aspects on the manufacturer's approval/licence.

This must be appended to the application and must include both the manufacturer's consent in respect of the application for approval by the supplier, and a commitment to provide ift-Q-Zert with access to the production site and warehouse.

To this end, ift-Q-Zert shall conclude a surveillance contract with the manufacturer and a certification contract with the supplier.

The above rules can be deviated from if a suitable material control system for incoming goods is in place at the supplier. The type and scope of this material control can be determined on the basis of statistical methods where relevant.

4.4 Conclusion of contract

If the result of the review of the application is positive, the client will receive a quotation from ift-Q-Zert listing all applicable documents. By signing the quotation the client indicates his acceptance of the quotation.

Return of the signed contract by the client is deemed to denote his placing of an order for the initial inspection.

4.5 Request for and inspection of applicant documents

Following conclusion of the contract, ift-Q-Zert requests that the client supplies all documents as required for the initial inspection (initial type test verifications, approvals, and similar). Assessment takes place according to the Basis Document.

4.6 Initial type testing

The objective of initial testing is to verify the suitability of the product/service for its intended use. The tests to be performed are described in the certification scheme.

Initial testing can be performed by the ift Rosenheim, or verification of initial testing can be supplied in the form of the test report of a third-party testing laboratory approved by ift-Q-Zert.

The applicant shall provide evidence of the harmlessness of any products subject to specific legal provisions.

4.7 Initial inspection

4.7.1 Procedure

The initial inspection serves to determine whether those personnel and manufacturing requirements applicable to manufacture of the product/provision of the service are met, in order to ensure conformity with the service/the type subjected to initial testing.

For initial inspection as well as for the regular inspection/special audit, the contractor ensures that products will be present during the ongoing production. Alternatively a representative sample can be produced during the inspection.

In the case of certification/surveillance procedures for services, the services must be checked against the requirements of the certification scheme.

The client shall provide the ift with the name of a person responsible for carrying out regular internal control/FPC.

4.7.2 Internal control/factory production control (FPC)

The manufacturer shall provide evidence of a system of internal control for purposes of guaranteeing the consistency of the performance/characteristics and details of the products/services. To this end a quality system according to the principles of ISO 9001 must be established. If this system is not in place, transitional periods can be agreed upon. The manufacturer must permit ift-Q-Zert to check the functionality of this QM system.

4.7.3 Product tests on sample basis

ift-Q-Zert may take samples from ongoing production, stock, or the market in order to check conformity of characteristics and features with the type tested in initial testing. The scope of these tests is set out in the product-specific Basis Document.

4.7.4 Initial inspection report

The report documents all findings, notes and non-conformities indentified during the initial inspection. It also specifies the deadlines for the correction of any non-conformities identified.

The client must supply the necessary verifications and corrective actions within the stipulated periods. If the deadline is not kept, ift reserves the right to perform an additional visit in form of an initial inspection.

4.7.5 Assessment/evaluation and recommendation to grant certification

The verifications requested are assessed by the certification body from the point of view of completeness and unambiguity. The assessment personel resp. head of technical assessment performs the technical assessment. He recommends certification of the product/service to the head of the certification and surveillance body, specifying its precise designation.

4.8 Certification (initial certification, recertification)

4.8.1 Granting of certification

The decision regarding certification is taken by the head of the certification body. In case of a positive decision, the product certificate is prepared and sent to the client.

The ift product certificate includes approval for affixing the "ift-zertifiziert" mark according to the ift rules for use of the mark.

Ü-mark certificates as per state building regulations (LBO) entitle the holder to affix the Ü-mark to their products according to the relevant conformity mark provisions. The client is provided with a file containing the sample Ü-mark and a graphics file of the ift Rosenheim logo for purposes of identifying the certification body in the Ü-mark.

EC Certificates of conformity entitle the holder to affix the CE mark to those products covered by the respective conformity procedure.

All certificates contain the minimum information required to identify the certified products and their manufacturers, e.g. name of client, production sites, product designation, intended use and basis for granting of certification (e.g. certification scheme). The certified products and their manufacturers/suppliers are listed and this information is made accessible to third parties through publication of the certificate on the ift website.

4.8.2 Validity of certification

Validity is limited in time and specified in the respective certification scheme. It is linked to the term of the certification and surveillance contract and, and is renewable. Further it is also tied to the result of the annual inspection and if applicable its corrective actions.

In respect of certifications according to the Construction Products Regulation the certification is limited to a duration of 3 years.

In respect of certifications according to the german MVVTB the certification is not timely limited.

If there is no valid certificate, the respective symbols (Ü, CE or ift) cannot be used.

4.8.3 Changes to certified products/services

Changes to certified products/services can be made by the applicant at any time in connection with process changes in the manufacture of products, changes in design, or changes to services.

The certification body must be notified of any planned changes in writing; the documents submitted must specify the type and scope of the changes and include drawings or descriptions. The certification body takes the corresponding decision, if necessary consulting the technical department of the ift testing laboratory regarding evaluation of any measures that become necessary such as tests, expert opinions, etc. Where necessary the certification body informs the applicant regarding any additional measures/tests required; the applicant must place an order for these directly with the testing laboratory. The applicant informs the certification body of the result by supplying the corresponding verifications.

In case of a positive evaluation, the certification body confirms the result to the client by adopting the changes in Annex 2 of the contract (List of certified products).

The applicant receives a copy of the revised Annex 2. The documentation in connection with the changes is stored in the client file and in digital format (database).

4.8.4 Renewal of certification/recertification

Prior to expiration of validity, a surveillance visit/ audit shall be undertaken to determine whether the conditions for maintenance and renewal of certification on the basis/ in the range of the initial certification (see 4.8.5) are still met.

The report and the assessment, where relevant together with the recommendation to renew certification, are submitted to the head of the certification body, who takes the decision regarding renewal of certification. If the decision is positive, the client is issued with a new certificate to indicate this.

The result of the last audit can also be used to assess whether the certification is to be maintained or extended.

4.8.5 Extension of the scope of certification

The client may apply at any time for an extension of certification to other products and/or services.

For any extension of the scope of certification, the procedure as for initial certification should be followed. However, the requirements for manufacture and control of finished products can be verified in a regular inspection. Any additional expense arising from this will be invoiced separately.

If the requirements are met, certification can be recommended and the corresponding decision taken. A certificate will be issued for the renewal. However, all certificates associated with a contract expire on the same calendar day of their validity, irrespective of their date of issue.

4.8.6 Transition periods for changes to the certification basis

If a standard or guideline, to which a certification scheme may refer, changes during the validity period of the certificate, the certificate remains valid until recertification. At the request of the client, however, the certificate can be adapted to the new standard or guideline at an early stage. The term or validity of the certificate remains unaffected by this. If significant changes have been made to standards or guidelines, ift-Q-Zert reserves the right to adapt the certificate immediately.

If the certified scope is adjusted within the certificate interval, the current requirements of the certification apply.

4.8.7 Suspension of certification

In justified cases, ift-Q-Zert has the right to suspend product certificates for a limited time period (for example if the corrective actions are not finished in the due time). The owner of the certificate will be informed of this in writing and is not entitled to use the "ift-certified" mark or the Ü-mark or the CE-mark during this time period.

If the requirements for renewal of certification are not met by the date on which the certificate becomes valid, the client's certificate is not valid. Certification can be "suspended" for a maximum of 6 months until the verifications required for the recommendation of recertification have been supplied.

During this period of suspension of certification, the client must not use the ift-Q-Zert mark in communications with the public (e.g. neutral stationery must be used). The certificate is withdrawn upon cancellation, not upon suspension.

4.8.8 Withdrawal of the certificate

The certification body reserves the right to withdraw the certificate and terminate the contract in the following cases:

- Misuse or misleading use of the certificate or mark
- If the requirements for issue of the certificate as they existed at the time of initial certification are no longer met
- If adequate action has not been taken regarding non-conformities identified and correction thereof (for example corrective actions)
- If irregularities regarding the product quality/service have been identified repeatedly
- Breach of any other agreements arising from the "General Conditions for the Certification and Surveillance/Inspection of Products and Services"
- Failure to pay the fees for services rendered by the certification body.

4.9 Surveillance/inspection in the form of regular inspection or special audit

4.9.1 Procedure

Surveillance/inspection of the certified products/services is based on DIN 18200 (Assessment of conformity for construction products - Surveillance [Quality control] of construction materials, construction components and types; General principles). Surveillance generally includes monitoring of factory production control (internal control).

In principle ift-Q-Zert may engage a subcontractor to perform surveillance.

Unless otherwise specified, surveillance is performed at the production sites twice annually without prior notice. In the course of surveillance, the handling of the factory production control and assessment of the results thereof, and compliance with the requirements of the technical Basis Documents (certification scheme), are checked.

Further rules regarding the surveillance of services and on-site surveillance are set out in the respective basis of surveillance, or in the surveillance and/or certification contract.

If an on-site surveillance visit is not possible (e.g. due to a pandemic), the surveillance will be carried out via remote / video audit. The preparation and planning of a remote / video audit requires a great deal of organizational effort. The costs incurred are billed as a so-called "organization flat rate". The agreed travel costs do not apply if a remote / video audit is carried out.

4.9.2 Cancellation of inspection dates

If an inspection date can not take place after a written notice, the contractor can cancel this date free of charge within 5 working days. After this period ift-Q-Zert subjects to charge costs for rescheduling and rebooking.

4.9.3 Special audit

If non-conformities are identified during surveillance, ift-Q-Zert calls upon the applicant to correct these within a time period appropriate to the scope and type of production, but generally not exceeding one month. After the end of this time period, the regular inspection/audit can be repeated in the form of a special audit, including sampling if necessary.

4.9.4 Product tests on samples

ift-Q-Zert may take samples of products from ongoing production, stock, or the market in order to check conformity of characteristics and features with the type tested in initial testing.

The scope of these tests is set out in the product-specific Basis Document (see 2). Tests can be performed as laboratory tests at the ift. They are subject to the general terms and conditions of the ift.

4.9.5 Surveillance report

This report documents all findings, notes and non-conformities identified during the regular inspection/special audit. It also specifies the time periods for correction and corrective actions of the non-conformities identified.

In case of a positive result, the auditor commissioned by ift-Q-Zert recommends that certification of the products specified in the contract be maintained.

In case of certification by the ift, the head of the certification and surveillance body confirms maintenance of certification.

In case of certification by third parties (inspection) or documented surveillance visits, the head of the certification and surveillance body confirms the completeness and correctness of the surveillance procedure.

The report of the inspection will usually be sent out to the contractor in an electronic format (protected pdf-file).

4.9.6 General surveillance and sampling conditions

- Authorised representatives of the ift are entitled to access the working areas and warehouses, including distributing warehouses, of the manufacturer at any time during working hours without prior notice and to take any action as required for the purposes of surveillance.
- It must additionally be ensured (e.g. through the inclusion of reservations in the terms of delivery) that the above-mentioned authorised representatives can, in justified cases, access which are in direct proportion to the distributor warehouses or construction sites supplied to by the manufacturer and take samples in the presence of the distributor or the site manager or their representatives. It must be ensured that the sample originates from a shipment of the manufacturer subjected to surveillance. The manufacturer must have the opportunity to be present during sampling.
- Samples taken from production in the presence of the manufacturer (company owner or his authorised representative/agent) according to statistical principles are tested either at the place of sampling or in the ift laboratory, as decided by the ift.
- Sampling covers all goods of the manufacturer that are for sale or are stored at the distributor's premises or on the construction site. Non-conforming products (rejects) are excluded from sampling only if they are marked as such and stored separately.
- The client shall make the products to be tested available free-of-charge and provide adequate assistance during sampling and testing.
- At the client's expense, samples may also be requested or procured on construction sites/from distributors.
- Upon request, the client shall inform the ift of all physical, chemical and technological product characteristics as necessary for third-party control/surveillance.
- The samples are marked clearly and durably. Taking into account the Basis Documents specified in 2, minutes of the sampling process shall be prepared, and signed by the parties concerned. Unless otherwise agreed, the client shall immediately send the samples to the ift carriage paid. Failure to send the samples following a reminder will result in termination of the contract without notice; thereupon the client will no longer be entitled to affix the marking to the construction product.
- Where it has been explicitly agreed that the samples should be returned, the costs associated with this will be charged to the client. The ift accepts no liability for the shipping of samples.During the storage period of the samples, the ift is responsible for exercising only the care which it usually exercises in its own affairs of that nature (§ 690 BGB [German Civil Code]). In case a third party asserts rights against the testing body with regard to the samples, the client shall indemnify the ift against all claims of any type and scope, at its own expense.

5 Rights and duties of the client

5.1 Information obligation

If the client was previously in a contractual relationship with another surveillance/certification body regarding the construction product and production site/the service, the results of the respective previous surveillance shall be submitted to ift-Q-Zert.

5.2 Factory production control

The client shall perform ongoing process control in order to monitor the manufacture of its products/the service provided from the point of view of correctness. If no rules exist in this regard, the type and scope of this monitoring shall be defined jointly with the ift.
The results of the factory production control shall be recorded and evaluated; they shall be presented during surveillance by the ift. Where appropriate, a statistical evaluation of the results shall be performed. Records of factory production control shall be retained for a minimum of 5 years.

5.3 Recording defects and customer complaints

The client undertakes to record internal defects in production and complaints relating to the certified product/service. He must initiate corrective action to eliminate the causes of the non-conformity, document these to an appropriate extent and provide the ift with corresponding evidence upon request.

5.4 Notification of changes

The client shall immediately inform the ift of any changes to the relevant test reports/test certificates and/or expert opinions and other documents forming the basis for certification and/or surveillance, by sending copies of the documents affected. Notification shall likewise be provided of any changes to the manufacture of the subject of surveillance, to manufacturing facilities, to technical personnel, or to provision of the service.

5.5 Interruption of manufacture

The ift shall be notified immediately of any interruption to production/service provision that renders surveillance under the contract impossible; at the same time it must be informed of the expected duration of the interruption. The ift must also be notified when production/service provision recommences.

Surveillance is suspended for the duration of the interruption. If production/service provision is interrupted for more than one year starting from the date of the last inspection/audit performed under the contract, the certification body of the ift may arrange a special audit following notification of the planned recommencement.

If the interruption is caused by a lack of orders, production/a declared construction project/provision of the service is subjected to an extraordinary regular inspection. This is identical to a regular inspection.

5.6 Discontinuous surveillance

In case of a discontinuous or order-related production of the certified product, the client may request in writing a discontinuous surveillance by the ift. He will name the date of the production at least 4 weeks in advance in order to settle a date for surveillance/inspection. The quantity of surveillances will not be harmed by this.

5.7 Non-standard production

Upon request by ift-Q-Zert, the client must provide notification regarding the start of non-standard production, specifying both the expected duration of production and the construction project.

5.8 Discontinuation of production/service

The client shall immediately notify in writing the ift in case of the definitive discontinuation of production of individual or all products/performance of individual or all service steps under the present contract. The present contract shall terminate upon notification of definitive discontinuation. The ift is entitled to verify the correctness of this notification.

5.9 Objections to the choice of inspecting/auditing personnel

In the case of objections to the audit team members/auditor appointed, the client may inform the head of the certification and surveillance body of this in writing.

5.10 Objections to the results of surveillance and decisions regarding certification

The client is entitled to submit an objection to the report, in writing, within one month of its date of issue. This also applies to the decision regarding the granting, suspension or cancellation of certification.

5.11 Applications for correction/complaints

The client may submit applications for correction and complaints to ift-Q-Zert, preferably in writing. Applications for correction are handled by ift-Q-Zert personnel; complaints are presented to the head of the certification and surveillance body who takes the decision regarding the course of action to be pursued. If the client so wishes, he will be kept informed of the complaint procedure.

5.12 Use of certificates and marks

The right of the client to use a certificate shall expire upon termination of the contract and/or withdrawal of the certificate. The right to use the mark ("ift-zertifiziert"/Ü-mark and CE mark with reference to the ift) that is associated with the certificate shall expire at the same time. Regarding the use of marks and other advertising messages, the client is bound to the terms of the ift rules for the use of marks/the applicable building supervisory laws/regulations governing use of the Ü-/CE mark.

6 Rights and duties of ift-Q-Zert

6.1 Preparation of reports

The ift shall prepare surveillance reports. The content of the reports shall correspond to that set out in the certification scheme. The reports shall be retained for 10 years.

6.2 Handling of objections

If the client objects to the result of the surveillance as described in the report, the ift shall perform a follow-up test. If the objection is unjustified, the costs of the follow-up test will be charged to the client; otherwise the report will be corrected free-of-charge.

6.3 ift-Q-Zert is entitled and obliged to follow up on information from the market, or other substantiated information, that casts doubt on the validity of a certificate that has been issued, and to withdraw the certificate if necessary.

6.4 Termination

The ift is entitled to withdraw the certificate and/or terminate the contract without notice if the client does not comply with the terms of the contract or certification process – including failing to render payment of the surveillance/certification costs or breach of the rules for the use of marks.

6.5 Confidentiality

All documents and information relating to the certification/surveillance procedure will be treated confidentially. The personnel of the certification and surveillance body are contractually obliged to observe confidentiality, impartiality and objectivity.
The personnel of the certification body are forbidden from providing any information to third parties regarding procedures which are ongoing and/or have been completed. ift-Q-Zert publishes all certificates and attestations unless the client expressly requests otherwise.

6.6 Secrecy

Personnel responsible for surveillance are obliged to observe secrecy with respect to third parties. Information regarding the content of the contract and the findings obtained in the course of performance of the contract may only be supplied with the client's consent, except in relation to the defined reporting requirements/information obligation. This shall not apply to:

- Requests for information by courts and authorities
- Cases in which the law requires the disclosure of information and where this is enshrined in legal provisions
- The contractually-agreed disclosure of information in the context of surveillance activities on behalf of third-party bodies
- ift-Q-Zert's obligation to supply information to building supervisory authorities/accreditation bodies
- ift-Q-Zert's entitlement to provide notification of the conclusion and termination of contracts to other approved testing bodies and surveillance/quality associations active in the respective field of surveillance/quality control in the building supervisory area;
- Entitlement to make the results of surveillance available to the approved bodies subsequently appointed in case of termination of contract in such cases the client will be notified of the disclosure of the respective information.

6.7 Information obligation

If the client was previously in a contractual relationship with another surveillance/certification body regarding the construction product and manufacturing plant/the service, the results of the respective previous surveillance shall be submitted to ift-Q-Zert. If the contract with ift-Q-Zert is terminated, ift-Q-Zert shall be entitled to make the results of the surveillance available to the approved bodies subsequently appointed.
ift-Q-Zert is entitled to notify all approved testing bodies and surveillance/quality associations active in the respective field of surveillance/quality control in the building supervisory area of the termination of the contract.

6.7.1 Aduty to provide information based on the PPE Ordinance

The ift reports to the ZLS:

a) any refusal, restriction, suspension or withdrawal of a certificate or approval,

(b) any circumstances having consequences for the scope or conditions of the notification,

(c) any request for information on conformity assessment activities received from market surveillance authorities,

(d) upon request, which conformity assessment activities they have performed within the scope of their notification and which other activities, including cross-border activities and subcontracting, they have carried out.

The ift shall provide the other bodies notified under this Regulation, which carry out similar conformity assessment activities for the same types of PPE with relevant information on the negative and, on request, positive results of conformity assessments.

6.8 Publication

The ift maintains, and publishes in the relevant media, a list of all products/services subject to certification/surveillance, and/or will supply this upon request.

7 Liability

The relevant stipulations in the “General Terms and Conditions of ift Rosenheim” (Part I, Section 6 and Part III, Section 10) apply to liability and limitation of liability.