

Product certification agreement

1.0 Scope of the agreement

The NCB EMC-Testcenter AG can issue a certification for a client's product following a positive evaluation against the standards within the scope of the CB Scheme by a recognised CBTL.

2.0 Certificate

Copies of the certificate of conformity (CB certificate) and CB test reports are kept at the NCB EMC-Testcenter AG for 13 years. Within the retention period, the client can order copies of the reports/certificates, for which a handling fee will be charged.

3.0 Changes affecting the certification

The client shall inform the NCB EMC-Testcenter AG of any changes that could have an impact on the ability of the certified products to continue to meet the requirements of the standards used for certification in accordance with the CB scheme. Relevant changes include, but are not limited to, changes in product design, manufacturing process, materials used, production location, or applicable standards. The NCB EMC-Testcenter AG informs the client of any changes in applicable standards, testing procedures, or certification processes that may affect the certification of the client's products.

The actions to implement changes affecting the certification shall include, if required, the following:

- evaluation
- review
- decision
- issuance of revised formal certification documentation

4.0 Termination, reduction, suspension or withdrawal of the certification

Certifications can be terminated, reduced, suspended or withdrawn at the request of the client or at the request of the NCB EMC-Testcenter AG.

The following are considered reasons for termination or suspension:

- major non-conformities observed, which can lead to non-compliance with the defined requirements of the relevant standard
- effective corrective actions not implemented within a specified time period
- inappropriate use of the certificate
- the client has persistently failed to meet any of the requirements for certification including proof of the effectiveness
- the client has failed to meet financial obligations to the NCB EMC-Testcenter AG
- the client formally requests the withdrawal of the certification
- the client breaches any of the contractual conditions between the client and the NCB EMC-Testcenter AG

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5.0 Misuse

The improper, misleading and illegal use and/or publication of test reports and certificates is prohibited, and legal action and consequences will be taken to penalise such actions.

6.0 Directory of certified products

The NCB EMC-Testcenter AG keeps a directory of certified products which is available to the public upon request or via the IECEE website.

7.0 Confidentiality

The NCB EMC-Testcenter AG treats all information arising in connection with the certification as confidential at all hierarchical levels of the EMC-Testcenter AG, unless the EMC-Testcenter AG is legally obliged or authorised by contractual obligations to disclose confidential information. The test reports and certificates are treated confidentially and stored under high security.

At the client's request, test reports and certificates can be sent electronically by e-mail. In this case the client is responsible for data security, the NCB EMC-Testcenter AG declines any responsibility in this matter.

8.0 Complaints/Appeals

Any complaints or appeals must be reported to the management of NCB EMC-Testcenter AG at any time. The quality management of EMC-Testcenter AG will directly receive and process the submitted complaint or appeal.

9.0 Terms of payment

Fees are payable for the issue of certificates in accordance with the NCB EMC-Testcenter AG's price list.

10.0 Liability

The NCB EMC-Testcenter AG is not liable for any disadvantages suffered by the client or certificate holder as a result of the non-issue or cancellation of certifications.

11.0 Legal situation

These terms and conditions form part of any order placed with EMC-Testcenter AG and are governed by Swiss law. Place of jurisdiction is Regensdorf.

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