

# CERTIFICATION CONDITIONS

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## INTRODUCTION

Certification Entity for Renewable Energies, S.L (in advance CERE), make the present Certification conditions according to the requests of the rule UNE-EN ISO/IEC 17065, UNE-EN ISO 17020, UNE-EN ISO 17025 and CBTL/NCB.

The present document describes the general lines of the Certification process of Installations and Products according to standards requested.

## DECLARATION OF IMPARTIALITY

The Direction of CERE recognizes the importance of keep the independence and impartiality, manage with the conflicts of interest that could be and make sure the objectivity in the activities of certification made by CERE, for that:

- CERE identifies and analyses the potential sources of the conflicts of interest to determinate in which cases mustn't give its certification services.
- CERE will have access to all the relevant information of the companies related with CERE to analyse their activities and be able to keep the independence.
- CERE has complete authority relative with its certification activity and, this activity, is absolutely independent of any other activity of the companies related with CERE.

All the staff of CERE, including the directive team, agrees to comply the Integrity and Professional Conduct Code of CERE. This agreement force to keep the necessary confidentiality.

CERE doesn't give consulting and doesn't make any declaration that could associate the certification services of CERE to the consulting services of other organizations, in the way to give the understanding that both activities are related or can influence in the independence and impartiality of the certification.

CERE does not make external activities of formation, except when it is only to give general information that is available publicly.

CERE has an Impartiality Committee that has the function to keep the impartiality, according to the present declaration and the accreditation requests. The members of that Committee that make decisions relative to the certification have the same rules that the certification teams.

## **CONFIDENTIALITY**

CERE keeps all the levels of its organisation, the confidentiality of the information obtained in the development of its activities with the client. This includes all the information received by a third party

No information is given to third parts, except when existing specific requests of publishing or communication in the corresponding diagrams (for example lists of certificated companies), or when the committees of certification and tracing, or the entities of the accreditation access to the expedients in the development of their functions.

If CERE is required legally to give information, it must first inform the client, or the person concerned, unless prohibited by law.

The certification body and the laboratory are responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of certification/laboratory activities. Except for information that the customer makes publicly available, or when agreed between the certification body/laboratory and the customer (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential. The certification body/laboratory shall inform the customer in advance, of the information it intends to place in the public domain

When the certification body /laboratory is required by law or authorized by contractual arrangements to release confidential information, the customer or individual concerned shall, unless prohibited by law, be notified of the information provided.

Information about the customer obtained from sources other than the customer (e.g. complainant, regulators) shall be confidential between the customer and the laboratory/certification body. The provider (source) of this information shall be confidential to the laboratory/certification body and shall not be shared with the customer, unless agreed by the source.

Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the laboratory's behalf, shall keep confidential all information obtained or created during the performance of laboratory activities, except as required by law.

## **ACCESS TO THE CERTIFICATION**

Any organization that send the requests and apply will have access to the certification services of the CERE. The processes will be done with no discrimination.

The appliance of the certification implies the knowledge and acceptance by applicant of the requests of the present certification conditions (CC)

## **CERTIFICATES**

### **Product and installations certificates:**

The use of the certificates respect to standards requested will be according to the following points:

The use of the certificate related to the standards requested shall be in accordance with the follow points:

- The CERE Certificate describes the certificated products, the name of the company and the certificated characteristics and localizations specifically certificated.
- The CERE Certificate can be reproduced in its original way excepting the size, which could be modified.
- Any doubt related to the use of the Certificate or inclusion of the text in announcement must be consulted to the staff of the CERE.
- In the event that the text is used, avoid confusion regarding the scope and the meaning of the certificate.
- The right to use the certificate expires at the end of the certification period.
- The inadequate use of the certification, certificate or mention about the condition of the certificated organization will be considered non-compliance of the requests of the certification. CERE will take, at the Client's expenses, the appropriate actions to solve the non-compliance, that can suppose the suspension or retirement of the certificate, legal actions and the publishing of the transgression.

- Customer shall comply with the scheme requirements in case of any reference to the certifications at any marketing tool.
- In case reference is made to its certification in the media or any other written or non-written means, the client must comply with the requirements of CERE to those specified in the scheme.
- The customer will comply with all the requirements that may be stipulated in the certification scheme regarding the use of the conformity marks and the information related to the installation.

### **CB scheme certificates:**

In this context and according to CERE's scope in the IECEE CB Scheme, CERE is allowed to assume the following 2 roles according to IECEE Definitions document:

- NCB "A" or "Issuing and Recognizing NCB": National Certification Body to which an applicant first applies to obtain a CB Test Certificate and a CB Test Report (CB Scheme)
- NCB "B" or "Recognizing NCB": National Certification Body to which an applicant applies to be granted its national certification approval on the basis of a CBTC previously granted by a NCB "A" aforementioned.

Further details on Issuing and/or Recognizing roles could be found on IECEE 02-2 "IECEE Membership" (Sections 3.1 "Recognizing NCBs" & 3.2 "Issuing and Recognizing NCBs")

The CERE Certificate describes the certificated products, the name of the company and the certificated characteristics and specifies localizations certificated by CERE

The CERE Certificate can be reproduced in the original form, excepting the size that can be modified.

### **CHANGES IN THE INSTALLATION/PRODUCT**

The certificated Client will inform duly CERE about any modification of the product or installation.

CERE will determinate if the changes require an additional inspection. The non-notification of the changes could derivate in the suspension of the certificate.

The Client must inform CERE about changes that affect to the capability meet the requirements of the certification process. For example: critical changes in the quality system, organization and

management, legal condition, commercial and organization of the property, factory address and contact.

Customer shall comply with all certification requirements including any change communicated by the certification Body.

## **SUSPENSION OF THE CERTIFICATE**

The certificate can be suspended by CERE during a maximum period of 6 months, in the following cases:

- If any infraction is produced in the contractual conditions, Certification Conditions or Rules that set the use of the certification trademark.
- It isn't made the adequate treatment of the non-conformities.
- If a bad use of the trademark is produced and it isn't corrected with the appropriate rectifications or other measures taken by the Client.
- The product or the installation doesn't comply with the certification rules, according to the applicable regulation.

The suspension of the certificate will be confirmed by writing for the Client, indicating the conditions for the suspension lift. When those conditions were complied, it will take out the suspension and will be notified to the Client the restitution of the certificate.

CERE will have the information relative to the suspended certifications accessible to the public.

The Client won't identify as certificated and won't use the Certification Trademark while his certificate was suspended.

All the costs of the suspension and the restitution of the certification will be charged by CERE to the Client.

The Client has right of appeal (see appeals)

## **ANULATION OF THE CERTIFICATE**

The certificate can be cancelled by CERE in the following cases:

- If the Client does not take appropriate actions in the event of cessation.

- If CERE ends its contract with the Client
- If the Client does not comply with his financial obligations.
- For requesting of the Client.

In the previous cases, CERE has the right to retire the certificate, communicating it to the Client with a writing.

CERE will have the information relative to the retired certifications accessible to the public.

CERE will not make any refund in case of annulation of the certificate.

The Client has the right of appeal (see appeals)

## **ACCESIBLE INFORMATION TO THE PUBLIC**

CERE will give, when applicable, information that describes their process about their certification activities.

CERE will keep and have accessible to the public a list of the valid certificates where the name of the organization and the name of the certificated installation/product will be indicated.

CERE will give, when applicable, the way to confirm the validation of the given certification.

CERE maintains and makes available upon request the following:

- Information about the certification scheme, including evaluation procedures, rules and procedures for granting, maintaining, extending or reducing the scope, suspending, withdrawing or refusing certification.
- A description of the means by which the certification body obtains financial support and general information of the fees charged to applicants and to the Clients.
- A description of the rights and duties of applicants and Clients, including requirements, restrictions or limitations on the use of the certification body's name and certification mark and on the ways of referring to the certifications granted.
- Information about procedures for handling complaints and appeals.

CERE could advertise the granted certifications, if the Client does not want to do advertising of his certification, he must communicate before.

## **COMPLAINTS AND APPEALS**

Received by Client:

Any deficiency, complaints or reclamation that the Client received relative to the products/installation certified by CERE and that affect to the conformity with the certification requirements, has to be registered and treated, documenting the taken actions, and having to be the available registers to CERE in the inspections.

Received by CERE:

CERE has the way for the treatment of the complaints (about the service given by CERE like the ones that could receive relative to the certificated systems) and appeals (about the decisions taken by CERE) that could be done. For that:

- It will give the reception by any writing way of complaints and appeals, requiring a clear exposition of the facts and identify of the issuers.
- It will do an acknowledge receipt of them
- It will be transferred to the Quality Manager and Certification Manager to evaluate its viability and to process to its treatment.
- It will inform to the involved, require an answer and make the appropriate investigations. The investigation can include extraordinary visits to verify the product that have to be certificated (these will be account of the Client)
- In case of appeals or complains about the certificated services, the decision will limit the concession, suspension or retirement of the certification scope.
- The result of the investigation will be put on knowledge of the certificated organization and, in case, of the complainer.
- In the case of a negative result, CERE reserves for itself to take measures like warning to the company, increase the frequency or duration of the inspections, or the suspension or retirement of the certificate.
- The Impartiality Committee of CERE will be informed about the complaints and appeals and their treatment.



## **APPLICATION**

If it is applied a Offer, it will be required that the organization gives the necessary information. After analyzing that information, CERE will send a proposal with the documents certification conditions (CC) and application form, this one has the consideration of a contract and implies the knowledge and acceptance of the Certification conditions (CC).

## **RENOVATION**

Installation:

To renovate the certificate every 5 years, the Client should complete the certification process before the end of the validity period.

Product:

To renovate the certificate every 5 years, the Client should complete the certification process before the end of the validity period

### **[ANNUAL SURVEILLANCE \(only applicable to products not installations\)](#)**

[Every year customer shall provide to CERE an statement letter with the confirmation that any changes are done to the product certified \(hardware and software\) since the issuance of the product certificate.](#)

## **LABORATORY TESTING**

The laboratories that perform testing must have the accreditation according to the regulation of application according to the UNE-EN-ISO/IEC 17025 issued by an accreditation body.

CERE, as an accredited testing laboratory according to ISO/IEC 17025:2017, in order to make a declaration of conformity, we are obliged to apply ILAC-G8:09/2019. Guidelines on Decision Rules and Statements of Conformity. The criteria applied are as follows:

Tests under scheme CB

For all tests performed for the CB scheme, the criteria are set out in IEC Guide 115 Ed. 3.0 2023-04 "Application of uncertainty of measurement to conformity assessment activities in the electrotechnical sector", Chapter 4 (4.3.3).

## EMC Testing

EMC tests, the criteria for conformity are set out in the series of international standards CISPR 16 part 4 -2, 3, 4.

Grid connection and safety tests. For this type of test the normative document already has included

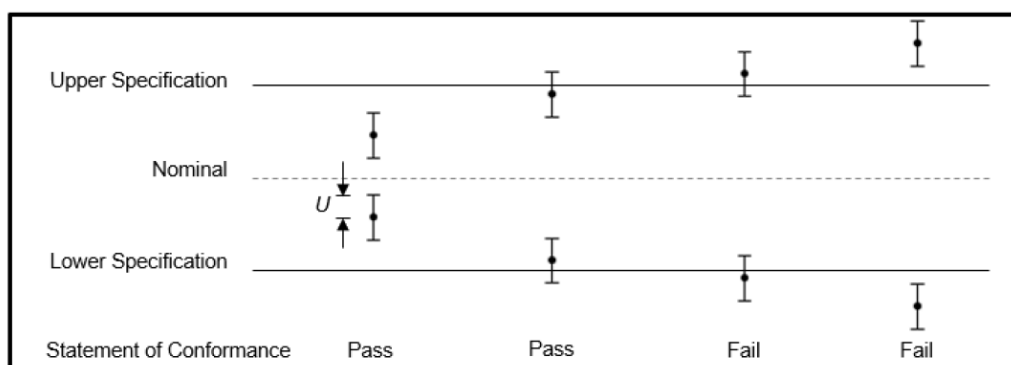
For all other tests (safety, medical, etc.) that are not according to the CB scheme and follow the provisions of ILAC-G8:09/2019, the decision rule is established as a binary statement for simple acceptance rule ( $w=0$ ). This implies that statements of conformity are reported as:

- Pass - the measured value is below the acceptance limit (AL),

$$AL = TL.$$

- Fail - the measured value is above the acceptance limit (AL),

$$AL = TL.$$



The laboratory may agree on other decision rules than those mentioned above upon the client's request.

## ISSUE AND MAINTAIN OF CERTIFICATION

CERE will review the inspection reports, correcting actions, received complaints and any other relevant information, and will make the decision about the issue or not issue the certification of the product/installation. *For products, except for NTS standard, it is needed the ISO 9001 certificate for the products under certification process and the statement letter from the client that they will maintain the ISO 9001 certificate during the validity of the product certificate issued by CERE, previously to the issuance of the certificate. ISO 9001 certificate must be issued by an accredited certification body according to ISO/IEC 17021-1 and the certificate must include the activity of manufacturing process of the product that CERE will certify.*

All changes of the scheme will be evaluated by CERE and notified to the Client for the maintenance of the certificate.

### Installations

The certificate will be valid for a period of 5 years since the date of approval of the concession/renovation of the certificate, in case that the installation has not been modified. Every change must be told with a signed document and directed to the certification manager of CERE.

### Product

The certificate will be valid for a period of 5 years since the date of the approval of the concession/renovation of the certificate, in case that the product won't be modified and the annual chase was consistent. Every change in that one will be told with a signed document and directed to the certification manager of CERE.

It will be kept in a list/ public directory of the certificated organization that will be given to everyone who apply for it.

In the event of a change in the version of the standard and/or the certification process during the validity of a certificate, the client will be informed in written communication of the changes and the scope of them. The evaluation of the changes will be carried out project by project by a member of the certification, simulation or testing department. Depending on the changes found, action can be taken as retesting, new factory inspection, or whatever needed to implement the change.

The person in charge of this notification will be the business manager.

## **OTHERS**

CERE reserves to itself the right to change, add or delete this Certification Conditions without a previously notification and the Client must accept these changes.

The Client must comply with:

- In case of certification process to ongoing production, the certified product continues to fulfill the product requirements.
- Makes all necessary arrangements for:
  - The conduct of the evaluations and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location, area, personnel, and Client's subcontractors.
  - Investigation of complaints.
  - Participation of observers, if applicable.
  - make certification statements consistent with the scope of certification
  - The Client does not use its product certification in such way to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized.
  - Client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by CERE.
  - if the customer supplies copies of the certification documents to others, the documents shall be reproduced in full or as specified in the certification scheme
  - immediately after the suspension, withdrawal or termination of the certification, the customer will stop using it in all advertising material containing any reference to it, and take the actions required by the certification scheme (for example, the return of the certification documents) and take any other action that is required

## Law of Prevention

In accordance with the provisions of article 7 of RD 171/2004 of January 30, in the field of Coordination of Business Activities, where the duty of information of the incumbent employer is established, of the measures referred to the prevention of risks present in the Work centers, hereby we send you the following information of the risks to which workers may be subject in our facilities:

- Electric risk.
- Object falls.
- Blows and cuts.
- Falls of people at the same level.
- Fire.

The documentation related to risk prevention, and strictly necessary to perform work in our facilities, of the workers involved in the operations is:

- The risk assessment for the contracted service.
- Preventive activity planning for the contracted service
- Written accreditation of workers who have received training and information on the risks to which they will be affected.
- Appointment of the security officer if necessary fuse.
- Written accreditation of delivery of personal protective equipment to each worker.
- Medical qualification or waiver of recognition.
- Contract with own- or third-party prevention service or assumption by the employer.
- Mutual of work accidents

- TC1 and TC2
- Liability insurance
- Certificate of being up to date with social security payment

**INFORMATION IN COMPLIANCE WITH ARTICLE 13 OF REGULATION (EU) 2016/679** The data of the persons signing this contract will be processed by each of the entities they represent in order to execute the contract. These data will be kept for the legal periods of limitation of the responsibilities arising from the relationship of service provision that links both parties. The signatories have the right to request each of the entities responsible for processing access to their personal data, as well as their correction or deletion, at the addresses for notification purposes indicated in the heading of this contract. They also have the right to lodge a complaint with the competent supervisory authority if they believe that their data protection rights have been infringed.

## **ANNEX 1 Certification agreement. Requirements established in ISO 17065, (4.1.2.2).**

The certification body shall ensure that its certification agreement requires the client to comply with at least the following:

- a) the client must always comply with the certification requirements, including the implementation of the appropriate changes when communicated by the certification body,
- b) if the certification applies to ongoing production, the certified product shall continue to fulfil the requirements of the product;
- c) the client must take all necessary measures to:
  - 1) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
  - 2) investigation of complaints and deficiencies;
  - 3) the participation of observers, if applicable;
- d) the client shall make claims regarding certification consistent with the scope of certification
- e) the client shall not use its product certification in such a manner as to bring the certification body into disrepute and shall not make any statement regarding its product certification that the certification body may consider misleading or unauthorized;
- f) upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
- g) if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;

h) in making reference to its product certification in communication media such as documents, brochures or advertising, the client must comply with the requirements of the certification body or as specified by the certification scheme;

i) the client must comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;

j) the client shall keep a record of all complaints and deficiencies made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and

1) shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;

2) you must document the actions taken;

k) the client shall inform the certification body, without delay, of changes that may affect its ability to conform with the certification requirements.