



CERTIFICATION REGULATIONS

Issued by:

UL
DEWI-OCC Offshore and
Certification Centre GmbH

Contrescarpe 45

D-28195 Bremen
GERMANY

Phone: +49 4721-5088-0
Fax: +49 4721-5088-43
e-mail: CUX.Info@ul.com

Banking account:

BIC / SWIFT: CHASDEFX
IBAN.: DE28 5011 0800 6161 5138 55
VAT-No.: DE 814040200



1 Scope of the Certification Regulations

These Certification Regulations will govern certification services performed by the UL Contracting Party DEWI-OCC GmbH (“we”, “our”, or “us” as the context requires and as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client (“you” or “your” as the context requires). These Certification Regulation and the terms of a Framework Agreement (“GFA”) or, if no Framework Agreement exists, the General Terms of Contract are incorporated by reference into and are integral part of each Service Agreement entered into by the Parties. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the GFA or, if no GFA exists, the General Terms of Contract. These Certification Regulation is applicable for the granting and holding of DEWI-OCC certificates for products assessed by the Certification Body DEWI-OCC GmbH.

2 Certification conditions

- 2.1 The ordering party files a written application for certification to the Certification Body. In the application, the product to be certified has to be denoted exactly and the certification scheme to be applied has to be specified.
- 2.2 The DEWI-OCC GmbH certification for the product to be certified is based on examinations of the development conceptions and the design and/or manufacturing documentation of the ordering party. If other certification bodies have already performed corresponding assessments, the equivalent evaluation / certification reports may be submitted. They will be verified by DEWI-OCC GmbH in terms of plausibility and applicability and may be taken into account for the certification procedure.
- 2.3 The ordering party shall submit to the Certification Body the necessary documentation of the products to be assessed free domicile. The ordering party shall guarantee that they are authorized to use certification documentation provided by third parties for certification purposes and assure contractual agreements with respect to confidentiality and use in certification process..
- 2.4 The Certification Body requires the ordering party to:
 - a) always comply with the relevant provisions of the certification scheme and always fulfil the certification requirements, as specified in standards or in other normative documents identified by the certification scheme, including implementing appropriate changes when they are communicated by the Certification Body;
 - b) if the certification applies to ongoing production, the certified product continues to fulfil the product requirements;
 - c) make all necessary arrangements for the conduct of the evaluation ,surveillance and certificate maintenance, including provision for examining documentation and records (such as internal audit reports), and access to the relevant equipment, location(s), area(s), personnel and client’s subcontractors for the purposes of evaluation (e.g. inspection, assessment, auditing, surveillance, reassessment) and resolution of complaints; the provision shall also be made for the participation of observers in the context of accreditation assessments as applicable.
 - d) make claims regarding certification only in respect of the scope of certification;

- e) abstain from using its product certification in a manner which would discredit the Certification Body and from making any declarations about its product certification which the Certification Body may consider as misleading or not authorized;
- f) cease any advertising related to certification in any way after suspension, withdrawal, or termination of certification, return the complete set of certification documents claimed by the Certification Body and take any other required measure.
- g) provide only entire reproductions of the certification documents to others, if needed.
- h) comply with the requirements of the Certification Body when making reference to its product certification in communication media, including documents, brochures or other advertising material.
- i) not use any marks of conformity on the product and on information related to the product. Any use of the logo of UL is strictly prohibited unless otherwise specified by the corresponding Certification Scheme or Standard.
- j) keep record of all complaints relating to compliance with certification requirements and make them available to the Certification Body when requested, and taking appropriate action with respect to such complaints and any deficiencies found in the products that affect compliance with the requirements for certification as well as documenting the actions taken.
- k) inform the Certification Body without delay about any changes that may affect the certification requirements, e.g. changes on the product, in the manufacturing process, in the quality management system (QM), contact address and production sites.
- l) use the certification exclusively for the purpose of making evident that the products have been certified for being in conformity with specified standards or specifications.

3 Service Scope

- 3.1 DEWI-OCC will perform a documentation review and documentation assessment of compliance with the agreed certification scheme and related standards and/or guidelines based on the following conditions:
 - a) one request from DEWI-OCC GmbH for additional or missing documentation, if needed;
 - b) one-time evaluation of the documentation in conformity with the requirements of the standard;
 - c) one feedback from DEWI-OCC GmbH, in written form, in case of incomplete, or non-conforming documentation and
 - d) evaluation of revised documentation based on the feedback from DEWI-OCC GmbH.
- 3.2 Further evaluation of documentation and additional verifications due to non-conformities or changes in the design / specifications not covered by an offer will require an additional effort and will be mutually agreed.
- 3.3 The submitted documentation shall be written in German or English and preferably submitted in pdf format. Data



files or computational model files (e.g. Finite Element (FE) model or Multi-Body simulation or dynamic simulation model for fault ride through characteristics) shall be submitted in any commercialized software format in coordination with the certification body.

3.4 For inspections and test activities, the intended time planning shall be provided by the customer and agreed by DEWI-OCC GmbH in advance.

3.5 For proper execution of the project, DEWI-OCC GmbH requests the submission of all relevant inspection / test documents before the scheduled and agreed inspection / test date in such timely manner so as not to delay the services. If the stated requirement is not fulfilled, DEWI-OCC GmbH cannot guarantee the witness of the inspection/test.

4 DEWI-OCC GmbH certificate

4.1 Granting of the DEWI-OCC GmbH certificate

4.1.1 After concluding the certification procedures, the ordering party will receive all reports and, providing no deficiencies have been found, DEWI-OCC GmbH conformity statements and/or certificates.

4.1.2 The furnished documents shall be retained in the DEWI-OCC GmbH archives after concluding the certification, even if a certificate has not been granted.

4.1.3 The Certification Body is not liable for damages incurred on the furnished documents due to burglary, theft, fire or water. However, the Certification Body has to treat the documents with the same care it would apply to its own similar concerns (§ 690 BGB*).

4.1.4 The holder of the DEWI-OCC GmbH certificate is obliged to monitor continuously the manufacturing process of the certified products as to their conformity with the verified documents. Furthermore, he has to duly fulfil all conditions set forth by the Certification Body.

4.1.5 Major deviations noticed on the products as compared to the certified version have to be reported to the Certification Body without undue delay. The Certification Body will then decide whether the validity of the DEWI-OCC GmbH certificate can subsist or if additional assessments/approvals are required.

4.1.6 If during the certification process of the submitted products major defects are ascertained and if the ordering party has already delivered the corresponding products, a certificate for the newly submitted design can only be granted if the producer changes the type designation of the product as compared to the products already delivered.

4.1.7 Unless otherwise agreed, the evaluation reports, the conformity statements and the certificates will be issued in English.

*) German civil code

4.2 Expiry or invalidation of the DEWI-OCC GmbH certificate

4.2.1 A DEWI-OCC GmbH certificate expires, if

- the validity terminates pursuant to the date on the certificate,
- the holder of the DEWI-OCC GmbH certificate dispenses with the DEWI-OCC GmbH certificate or if he discontinues to manufacture the certified products,
- the holder of the DEWI-OCC GmbH certificate does not accept as binding for himself amendments of the

general terms and conditions, of the certification regulations or of the agreed remunerations,

- the holder of the DEWI-OCC GmbH certificate becomes bankrupt or if a bankruptcy petition filed against him is rejected for lack of assets.
- any modifications related to structural integrity, safety, electrical hard and software are not approved by DEWI-OCC GmbH.

4.2.2 A DEWI-OCC GmbH certificate can furthermore be declared invalid or cancelled by the Certification Body, if

- the products subsequently show defects which were not noticeable or were not detected during the certification process,
- the required maintenance/surveillance of the DEWI-OCC GmbH certificate were not carried out by the certificate holder or evidence requested (e.g. annual maintenance reporting) would not be delivered. within four weeks, in spite of a written request by the Certification Body,
- the holder of the DEWI-OCC GmbH certificate refuses the viewing of the production facilities by the representative of the Certification Body,
- a deficient quality assurance is ascertained during the maintenance of the DEWI-OCC GmbH certificate,
- in spite of sending a reminder the remunerations have not been paid within the fixed time limit. If the remunerations are not designated for a specific DEWI-OCC GmbH certificate the Certification Body shall decide to which of the DEWI-OCC GmbH certificates the measure will be applied,
- the certificate is used for misleading or other unlawful forms of advertising,
- due to facts which at the stage of the assessment were not clearly discernible, the further use of the certificate can no longer be justified with regard to the probative strength on the market.

4.2.3 The invalidation may be published and the ordering party will be notified unless prohibited by law.

4.2.4 The holder of the DEWI-OCC GmbH certificate loses the right to use the certificate if the validity of the DEWI-OCC GmbH certificate expires or if it has been declared invalid.

4.2.5 After invalidation, a DEWI-OCC GmbH certificate may not be used anymore.

4.2.6 In case of rejecting the DEWI-OCC GmbH certificate, DEWI-OCC GmbH is not liable for any disadvantage which may accrue to the ordering party from a rejection.

4.3 Permission for the distribution of products with certificate granted by DEWI-OCC GmbH after the validity of the certificate has expired.

4.3.1 After the validity of the DEWI-OCC GmbH certificate has expired the following may be permitted:

- The distribution of the then existing stock of ready-for-use end-products for a reasonable period of time, but no longer than two years.



- The assembly of already existing prefabricated parts destined for the production of the end-product in its originally certified type for a certain number of pieces of the end-product, to be indicated by the customer, within a maximum term of six months after the validity of the DEWI-OCC GmbH certificate has expired.
- 4.3.2 This Service Agreement and the agreed remunerations will be valid for the term of the distribution permission.

5 Certificate maintenance

- 5.1 As required by the applicable certification scheme, the annual surveillance of the DEWI-OCC GmbH certificate has to be borne by the certificate holder and shall take place in the form of an annually recurring reporting of the certificate holder including the following information:

- Certification Summary and investigation period
- Installation summary
- Abnormal operating experiences/failures
- Modifications
- Changes in the manufacturing process
- Significant events

In case of modifications related to structural integrity and safety the holder of the certificate is obliged to inform DEWI-OCC GmbH without delay.

The validity of the certificate is directly linked to a successfully completed certificate maintenance (annual reporting and periodic inspection)..

Depending on the certification scheme inspections of the production sites including inspection of the production and testing facilities as well as the quality assurance system can be required.

- 5.2 If the production plant is not certified according to ISO 9001 the Certification Body may inspect at any time without prior notification the production plants stated in the DEWI-OCC GmbH certificate as well as the warehouses (in the case of foreign holders of a DEWI-OCC GmbH certificate also the warehouses of the authorized representatives and of the branch establishments; in the case of importers, also their warehouses)
- 5.3 Should deficiencies be found during the certificate maintenance which would require a further evaluation and/or inspection, the certificate holder will be informed in due course.
- 5.4 The holder of the DEWI-OCC GmbH certificate is obliged to keep records of complaints and damages on the certified products and has to notify the Certification Body without delay.
- 5.5 In case of major damages to the certified products the holder of the certificate commits himself to check the

components concerned once more. If necessary, DEWI-OCC GmbH will check the validity of the certificate.

6 Personnel Safety Requirements

- 6.1 To ensure safety of DEWI-OCC GmbH personnel, all works at height will be executed by a minimum of two inspectors from DEWI-OCC GmbH. One inspector from DEWI-OCC GmbH can be replaced by a person appointed by the customer if German work safety standards or equivalent are met and if DEWI-OCC GmbH has conducted successful work in height with the customer in the past.
- 6.2 The decision to send only one inspector on-site lies with DEWI-OCC GmbH. In case DEWI-OCC GmbH at its own discretion decides that work safety standards and procedures are not met on-site, DEWI-OCC GmbH reserves the right to abort the work immediately.
- 6.3 The product to be certified (e.g. wind turbines or power generation units) will be not operated by DEWI-OCC GmbH personnel. The only exception is permitted in case of specific written request from ordering party. The operation is based on user manual and/or on written procedure submitted by the ordering party. Liability is excluded for any damages occurred by following the instructions/process delivered by the ordering party.

7 Publication of assessment/certification reports, certificates and confidential information

- 7.1 The holder of the DEWI-OCC GmbH certificate has the right to disclose assessment/certification reports and certificates, however, in full wording only and stating the date of issue.
- 7.2 When the certification body is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned shall, unless prohibited by law, be notified of the information provided.

8 Consumer information

The Certification Body reserves the right to publish a list of the certified products for consumer information.

9 Offences against certification regulations

In case of ascertained culpable offences against the Certification Regulations, especially if the DEWI-OCC GmbH certificate has been used unlawfully, the Certification Body is eligible to claim a penalty of up to 5000,- Euro for each offence.

10 Amendments of the certification regulations

The certification regulations may be occasionally amended.