



**GENERAL TERMS OF ELECTRICAL  
PRODUCTS TESTING AND CERTIFICATION  
IN  
SEP – BBJ**

**– Information for Clients –**

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## INTRODUCTION

Stowarzyszenie Elektryków Polskich – Biuro Badawcze ds. Jakości (Association of Polish Electricians – Quality Testing Office) (**SEP – BBJ**), is the largest national entity conducting the assessment of electrical products conformity as a third party, i.e., the party which is neither the manufacturer nor its client.

**SEP – BBJ** operates since 1933, thus being one of the oldest institutions of this kind in the World.

Competences of **SEP – BBJ** are confirmed by the accreditation certificates issued by Polskie Centrum Akredytacji (Polish Centre of Accreditation), covering the activities in scope of product certification (No. AC 012) and in scope of laboratory testing (No. AB 044), and the certificates of recognition issued by IECEE<sup>1</sup> and ETICS<sup>2</sup>. These competences are periodically subjected to the assessment by the respectively approved auditor teams, both national and foreign.

Competences of **SEP – BBJ** are proved not only by the professional and experienced personnel, but also - in case of laboratory testing – by meeting the highest standards in relation to the testing and measuring equipment and to testing methods. **SEP – BBJ** participates several times during a year, in the interlaboratory, worldwide proficiency testing.

**SEP – BBJ** operates within the global (IECEE-CB Scheme<sup>3</sup>) and European (CCA<sup>4</sup>, ENEC<sup>5</sup> and HAR<sup>6</sup>) agreements concerning electric products certification.

**SEP – BBJ** activities are covered by the civil liability insurance policy.

Using the **SEP – BBJ** services ensures to its **Clients**<sup>7</sup>, and also to the buyers of their products, a reliable, impartial, independent and competent assessment of their products, proving they fulfill the requirements of relevant standards and other normative documents.

Certification of products, carried out by **SEP – BBJ** for its own **SEP-BBJ** and **B-BBJ** mark, and for the **ENEC** and **HAR** international certification marks, within which surveillance is conducted, consisting in periodical control tests of a product and inspections in the place of production, ensures maintaining of the proper quality of products during the entire validity period of the certificate.

On the basis of test reports and **SEP – BBJ** certificates, there is a possibility to obtain foreign certificates/licences, in particular issued by the bodies who

<sup>1</sup> IECEE – worldwide system of electrical products certification

<sup>2</sup> ETICS – European system of electrical products certification

<sup>3</sup> IECEE-CB Scheme – certification scheme for electrical products within the framework of IECEE system

<sup>4</sup> CCA – agreement on certification of electrical products within the framework of ETICS system

are parties to the IECEE, CCA, ENEC and HAR agreements, which significantly contributes to remove the barriers to trade in goods on the European and Global markets.

Services of **SEP – BBJ** are available to all entities participating in the commodity trading, and these can be the manufacturers, suppliers, importers, end-users, etc.

## 1 GENERAL RULES FOR PROVISION OF SERVICES

### 1.1 Application-Order and Offer

Purchase order for execution of specific service in the form of the application-order can be submitted to **SEP – BBJ** directly or by post (also including electronic mail) in the form available on the website [www.bbj.pl](http://www.bbj.pl). Application-order may concern testing of a product and/or its certification.

After submitting the application-order, **SEP – BBJ** without unnecessary delay presents in a written form the offer for its execution to the **Client**. In the cases justified by the order specificity, preparation of the offer may require a number of pre-arrangements between the **Client** and **SEP – BBJ**, with in order to clarify any doubts. Then, the **Client** is immediately notified about the need to fulfill such arrangements.

If preparation of the offer would involve significant amount of work on the side of **SEP – BBJ**, costs of such involvement are added in the offer to the predefined costs of certification.

The offer presented by **SEP – BBJ** is valid only 4 weeks from the date of its receipt by the **Client**.

### 1.2 Rights and Obligations of Client

The **Client** has the right to:

- request additional explanations and any other information related to the submitted application-order;
- report reservations concerning a subcontractor of the service executed by **SEP – BBJ**, proposed by **SEP – BBJ**, if there is such a need;
- require fulfilment by **SEP – BBJ** of the agreed deadlines of execution of the services;
- request written justification of decisions taken by **SEP – BBJ**;
- submit to the attention of Director of **SEP – BBJ** complaints on the performance of services executed by **SEP – BBJ**;

<sup>5</sup> ENEC – agreement on certification of electrical products within the framework of ETICS system

<sup>6</sup> HAR – agreement on certification of electric conductors for conformity with the harmonized normative documents

<sup>7</sup> In this document, the term „**Client**” defines a party, ordering any specific service from **SEP – BBJ**.

- submit appeals on the decisions made in the executed certification schemes.
- submit written resignation from the service of **SEP – BBJ** at each stage of its execution, simultaneously declaring to cover costs of works performed so far.

It is necessary, that prior to submission of the application-order the **Client** made himself acquainted with the information presented in this document and, in the case of application for the certification, with appropriate document of series DC 101.NN, describing the given certification scheme. Acceptance of the rules contained therein as well as terms and conditions of the order execution, the Client confirms in the submitted application-order, which constitutes the element of the legal agreement between the Client and SEP – BBJ.

The **Client** should make all necessary preparations for efficient execution of the service, together with providing access to the documentation, possibility to collect samples (also in the case of control inspection, if applied), access – when needed – to other resources.

In case when supplement in scope of the documentation or the product samples is required, the **Client** is obliged to deliver missing documents/samples without delay or within the period of time agreed with **SEP – BBJ**.

Obligation of the **Client** is to punctually perform his financial obligations due to **SEP – BBJ**.

Additional commitments of the **Client**, who is the holder of a certificate/licence, authorizing him to place the certification mark granted by **SEP – BBJ** on the product, are defined by respective bilateral agreements, that differ, depending on the given certification scheme.

### 1.3 Provision of Services

Product testing and/or certification at **SEP – BBJ** are conducted on the basis of application-order form submitted by the **Client**.

**SEP – BBJ** assures that processes of the product testing and certification, and the surveillance, if it is included in a specified certification scheme, are carried out in accordance with the valid Polish Standards concerning competences of research laboratories, certification and inspection bodies, and requirements of individual schemes.

All forms used when ordering services at **SEP – BBJ** and the price list can be received free of charge in the **SEP – BBJ** offices, or on the website [www.bbj.pl](http://www.bbj.pl). In special cases, they can also be given to the **Client** in other agreed form.

Execution of a service takes place without unnecessary delay after acceptance by the **Client** of the terms

and conditions of execution of the application-order presented in the offer delivered by **SEP – BBJ**.

The offer defines the scope of works, costs of their execution and time of performance. The offer signed by the **Client** constitutes, in addition to the acceptance of technical, commercial and legal terms and conditions contained in this document, certified by the **Client** on the application-order, the additional element of the legal agreement, on the basis of which execution of the services takes place.

**SEP – BBJ** assures the possibility to obtain by the **Client** at each stage of the order execution, information about the work progress.

Samples for testing or identification, defined by **SEP – BBJ**, the **Client** supplies on his own cost, to the address indicated by **SEP – BBJ**.

After completion of the testing and/or certification process, **SEP – BBJ** returns the samples of products to the **Client**.

If a **Client** within one month from notification does not collect samples of the products, these will be returned to the **Client** by courier post on his cost or scraped.

**SEP – BBJ** does not accept responsibility for any damages to the samples due to the conducted tests and/or transport.

Results of work, in the form earlier agreed, after completion of the ordered service and making sure that financial dues for the work performed is or will be paid within the time agreed, **SEP – BBJ** hands over to the **Client**, without unnecessary delay.

### 1.4 Fees

To establish the amounts due for its services, **SEP – BBJ** uses periodically updated price list, publicly available at the website [www.bbj.pl](http://www.bbj.pl).

The charges should be paid in the agreed amounts without deductions or compensations, within the deadlines specified in the invoice.

In case the payment is not made by the dated specified in the invoice, **SEP – BBJ** charges statutory default interest for each day of delay.

In case of **Clients** making use of the services of **SEP – BBJ** for the first time, or the **Clients**, who in their past relations with **SEP – BBJ** defaulted on the timely execution of their financial obligations, a down payment is collected. Amount of the down payment is established each time in the offer, referred to in section 1.1.

Down payment is also collected in the case, when execution of the **SEP – BBJ** service will require subcontracting.

### 1.5 Impartiality and Confidentiality

**SEP – BBJ** retains impartiality and confidentiality during execution of its services, pursuant to the requirements of PN-EN ISO/IEC 17065, sections 4.2 and 4.5.

All employees of **SEP – BBJ** and subcontractors, if applied, are obliged to adhere to the aforesaid rule.

Management of impartiality, in order to identify and eliminate all hazards connected with the occurrence of a conflict of interest, are covered by the separate management system procedure of **SEP – BBJ**, and its results are presented to the Certification Committee, which consists of all parties interested in the tests and certification of products. That Committee exercises supervision over observance of impartiality in compliance with the a.m. requirements.

To retain its impartiality, **SEP – BBJ** in particular is not involved in:

- design engineering, production, installation, distribution or maintenance of the certified products;
- offering or providing technical consultations to the **Client**;
- offering or providing consultations to the **Client** in scope of management system or internal auditing where the certification scheme requires the assessment of its management system.

This does not exclude:

- possibility to exchange information (e.g. explanation of the arrangements or clarification of requirements) between **SEP – BBJ** and the **Clients**;
- using, installing and maintenance of the products being assessed, necessary for **SEP – BBJ** for running its activities;
- organization of trainings or participation in the training in the role of an instructor, in cases, when the training consists in providing general information, publicly available.

If disclosing of any information obtained during the process of conformity assessment to a third party is required by law, the **Client** shall be immediately informed by **SEP – BBJ** about the content of the information disclosed, to the extent permitted by law.

## 2 PRODUCT TESTING

### 2.1 General Information

**SEP – BBJ** conducts tests of electrical products according to methods defined in publicly available normative documents. If requested by the **Client**, separate program of tests can be individually adopted, adjusted to the specific needs.

Tests, unless otherwise agreed upon, are executed by **SEP – BBJ** according to the rules of the management system as per the valid issue of PN-EN ISO/IEC 17025.

The **Client** may participate in the tests of his(-their) product(-s) as an observer.

### 2.2 Submission for Product Testing

In case of the order to carry out tests of a product, the **Client** defines the form of handing over of their results (information or report). For preparation of the test report additional fee is charged.

The **Client** may also define the test method suitable for him, e.g., indicating appropriate normative document, which should be applied with respect to the specified product, or the aim of the tests. If method proposed by the **Client** is considered by **SEP – BBJ** improper or obsolete, or inappropriate to achieve the specified target, **SEP – BBJ** reserve themselves the right to propose other, more suitable test method to the **Client**, or to refuse execution of the service.

If the **Client** does not indicate the test method, it is chosen by **SEP – BBJ**, who informs the **Client** about the chosen method.

In the case of tests, for conducting of which it is necessary to apply non-standard methods, unequivocal arrangements concerning requirements of the **Client** and the test aim shall be the subject of separate agreement.

### 2.3 Testing for Certification Purposes

Testing for certification are first of all carried out by the Research Laboratory of **SEP – BBJ** if technical abilities or possessed competences allow.

**SEP – BBJ**, within its own certification schemes (certification **SEP-BBJ**, certification **B-BBJ**, certification **Z** and certification **CE**) also accepts the results of tests conducted by other accredited laboratories or the laboratories, with which it concluded appropriate agreements, and also the laboratories recognized by **SEP – BBJ** as competent, also including the factory laboratories.

In case of certification carried out by **SEP – BBJ** within the schemes: **CCA**, **HAR** and **ENEC** (see section 3.1), the owner of which are European certification bodies or in the **CB** scheme, managed by the global organization IECEE, accepted are only the reports from tests issued by the laboratories recognized by those organizations. In this group also the Research Laboratory of **SEP – BBJ** is included.

As a basis for tests in the specified certification schemes, normative documents appropriate for those schemes are used.

In case of tests carried out for the purposes of certification by the Research Laboratory of **SEP – BBJ** a test report is always prepared.

Detailed information concerning the product tests basis for the purposes of certification schemes executed at **SEP – BBJ** are given in the periodically updated document DC 105.

## 3 PRODUCT CERTIFICATION



### 3.1 General Information

Certification of products is executed by **SEP – BBJ** in accordance with the principles of the management systems, according to the valid issue of PN-EN ISO/IEC 17065 and, in the case of certification carried out within the global and European schemes, in accordance with additional requirements of the respective organizations.

**SEP – BBJ**, depending on the **Client's** needs, grants certificates or certificates/licences for electric products, according to the following schemes:

- **SEP-BBJ** certification (authorizing to mark a product with the **SEP-BBJ** certification mark);
- **B-BBJ** certification (authorizing to mark a product with the **B-BBJ** certification mark);
- **HAR** certification (authorizing to mark a product with the **BBJ** < **HAR** > certification mark);
- **ENEC** certification (authorizing to mark a product with the **ENEC 28** certification mark);
- certification **Z**;
- certification **CCA**;
- certification **CB**;
- certification **CE**;

Detailed description of each of the aforesaid certification schemes, established pursuant to the guidelines of the valid issue of PN-EN ISO/IEC 17067, is given in the documents of series DC 101.NN.

**Individual documents of that series contain descriptions of certification schemes kept by SEP – BBJ. Readers of this directory are hereby encouraged to make familiar with all documents of DC 101.NN series.**

**SEP – BBJ** may also intermediate for his **Clients** in obtaining by them the certificates/licences of foreign certification bodies, according to their own schemes, on the basis of reports from tests carried out at the Research Laboratory of **SEP – BBJ**, factory laboratories or in other laboratories recognized by the Certification body of **SEP – BBJ**, within the international agreements.

Requirements of foreign certification bodies and rules of the intermediation are provided on request by **SEP – BBJ** to the interested **Clients**, in the form agreed upon.

### 3.2 Submission for Product Certification

It is recommended that the application-order for certification includes only the products subject to the same product standard.

To the application-order for certification, appropriate enclosures should be attached, pursuant to the requirements of the specific scheme (see respective document of series DC 101.N).

To the application-order submitted together with the attached report from the laboratory different than that of **SEP – BBJ**, in each case, additional completed Identity Declaration (in case when the product submitted for certification is not different from the product, which was tested) or Identity Statement (if there are such differences), should be attached.

Before starting execution of the services, **SEP – BBJ** reviews the application-order in order to check correctness of the form completion, as well as the completeness and correctness of the attached documentation, and also to make sure that:

- information about the **Client** and the product is sufficient to carry out the certification process.
- any known differences of opinion between the certification body and the **Client** are settled, including the settlements on the standards and other normative documents;
- scope of the applied for certification is defined;
- resources necessary to carry out all actions connected with the assessment are available;
- certification body has competences and capacity to execute the certification activities.

In case irregularities in completion of a form or missing specified attachments are found, **SEP – BBJ** notices the **Client** about the necessity to submit additional information and/or materials, in order to allow the earlier registered application-order be accepted and the offer prepared for its execution.

In case the **Client's** order for certification contains type of the product, normative document or certification scheme, the **SEP – BBJ** had no earlier experience with, the application-order is subject to thorough analysis by manager of the Certification Body and manager of Research Laboratory to make sure that **SEP – BBJ** has competences and abilities to undertake the required certification activities. In case of stating that there are no such capacities, **SEP – BBJ** refuses to accept the application-order for execution.

### 3.3 Certification and Licence Agreement

It is necessary, that prior to submission of the application, the **Client** makes himself acquainted with the terms and conditions for execution of services, specified in this document and with the appropriate certification scheme presented in the document DC 101.NN, and confirms his acceptance on the application. The aforesaid, in addition to the accepted offer for execution of received application, will be treated as the acceptance of the terms and conditions for execution of the certification process (certification agreement – see section 1.2).

In case of conducting a certification connected with granting authorizations to use certification marks on the manufactured products (schemes **SEP-BBJ**, **B-BBJ**, **ENEC** and **HAR**), it is necessary, in addition to the declaration placed by the **Client** on the application-order and acceptance of the offer presented to him, to conclude additional written agreement between **SEP – BBJ** and the holder of the certificate/licence (licence agreement), concerning the conditions of use of the certification mark. In case of the positive certification decision, **SEP – BBJ** sends relevant licence agreement to the **Client**.

The licence agreement with a given **Client** is concluded before handing over to him the first certificate from a given certification scheme.

Basic terms and conditions of licence agreements for each of the aforesaid schemes are contained in the respective document of series DC 101.NN.

### 3.4 Factory Inspection

In the certification schemes connected with granting the authorizations to use certification marks on the products, **SEP – BBJ** carries out inspections in the place of production of the products in order to verify if the manufacturer has appropriate production control system ensuring repeatability and stable level of the products quality. These inspections are carried out before issuing the certificate/licence (pre-licence inspections), and during validity of the certificate/licence (routine inspections). Routine inspections do not have to be notified in advance.

**SEP – BBJ** may recognize, within the pre-licence assessment, the results of inspections performed earlier by other members of ETICS (European Testing Inspection Certification System) and their authorized representatives, in accordance with harmonized requirements, defined in document PD CIG 021, publicly available on the website [www.etics.org](http://www.etics.org). Its version in Polish language is made available by **SEP – BBJ** on request of a **Client**. Similar rules apply to the availability of the document PD CIG 024 containing, among the others, the guidelines for the holders of certificates/licences and the manufacturers.

Provisions of the aforesaid documents are also used by **SEP – BBJ** in the inspection activities its runs: On this account it is recommended, that the **Client** makes himself acquainted with them before submitting the application-order for the certification in the schemes, which include assessment of the production conditions.

**SEP – BBJ** may also recognize results of its own factory inspections performed earlier in a given place of production, within the certification of other products of the same category.

One of the conditions to obtain positive result of the inspection, is keeping and retaining by the certificate/licence holder the records documenting:

- complaints of **Clients** concerning the certified products;
- corrective actions undertaken in result of the complaints.

Measuring and research apparatus used by the holder the certificate/licence for control tests should be periodically calibrated (it is recommended to perform this once a year) depending on the frequency of use and results of the previous calibrations. Calibration should be carried out observing integrity with the national standards of measure.

### 3.5 Proceedings in Case of Non-Conformities Occurrence During Assessment

In case of occurrence of non-conformities during the assessment being carried out – testing of a product or factory inspection – **SEP – BBJ** informs the **Client** about this fact.

If the **Client** expresses his interest to continue the certification process, **SEP – BBJ** provides information relating to the additional assessment in order to remove the non-conformities, at the same time preparing the annex to the original offer. After acceptance by the **Client**, the certification process is repeated in scope of execution of additional actions.

### 3.6 Granting or Refusal to Grant a Certificate/Licence

**SEP – BBJ** makes decision on granting or refusal to grant a given certificate/licence on the basis of the review of all information and results of the assessment, collected during the certification process.

Granting a certificate/licence to the **Client** takes place after:

- obtaining positive result of the certification proceedings;
- concluding with the **Client** the appropriate licence agreement, if this results from the rules of a specified certification scheme;
- effecting payment for the certification proceedings, in compliance with the presented invoice.

**SEP – BBJ** hands over the refusal to grant a certificate/licence to the **Client** together with the invoice specifying costs of expenses borne by **SEP – BBJ** (reduced by the amount of down payment paid, if applicable), written justification of the refusal, information concerning the conditions to renew the certification process and information about the possibility of filing an appeal (see section 3.14).

In case of the refusal to grant a certificate/licence, the **Client** – after removing of non-conformities in short time – has the right to request repeated certification, with the application of a simplified mode by **SEP – BBJ**, in which the positive elements of the so far conducted certification process will be used.

In case the original copy of the certificate/licence was lost or in result of other justified cause, on request of the certificate/licence holder, **SEP – BBJ** issues its duplicate copy, charging for this action additional fee.

### 3.7 Surveillance

In the case of certification schemes connected with granting authorizations to use certification marks on the products, **SEP – BBJ** exercises surveillance on fulfilling his duties by the certificate/licence holder, with the frequency and in forms resulting from the rules of a given certification scheme and the agreement on the terms and conditions of use of the certification mark.

The surveillance actions may include:

- routine or special inspections carried out in the place of manufacture of the products;
- performing control tests of the certified products;
- surveillance over the method of use of a certificate/licence.

### 3.8 Changes in Normative Documents and/or Legal Provisions

In the case of changes in the normative documents and/or legal regulations, constituting the basis for the certification, **SEP – BBJ** shall issue, on the application of the certificate/licence holder, new certificate/licence, after carrying out certification process, according to the extent of changes introduced in the normative document and/or legal provision.

### 3.9 Changes in Certification Requirements

**SEP – BBJ** notifies on his corporate website, with adequate advance, about changes, which it intends to introduce to this document and to the related documents of series DC 101.NN.

Having made a decision and after publicizing the changed requirements on the Internet, **SEP – BBJ** determines necessary corrective actions, which certificate/licence holders should carry out, and the deadline to execute them. Appropriate arrangements are provided in writing to the certificate/licence holders.

In appropriate time, **SEP – BBJ** checks, whether appropriate corrections were performed.

### 3.10 Changes Affecting the Certificate/Licence Holder or the Certified Product

On the basis of information obtained from the certificate/licence holder, concerning changes in the legal status, name or the official seat address, **SEP – BBJ** performs an analysis and makes appropriate decision on introducing possible changes in the certificate/licence issued (see section 3.11).

In case of information concerning changes in the certified product, place of production, production process or management system of the manufacturer, **SEP – BBJ** carries out an analysis on its impact on fulfilling certification requirements. In result of this analysis, decision is made regarding a suspension, withdrawal or limitation of the granted certification (see section 3.12).

Similar mode of conduct is taken by **SEP – BBJ** in case of obtaining any other information indicating that the certified product may not meet requirements of a given certification scheme.

### 3.11 Changes in the Certificates/Licences Issued

Changes in the certificates/licences issued are applied only in relation to the chosen certification schemes.

In case the certificate/licence holder made minor formal modifications during its validity (e.g., change of holder's address, change in reference designation of the product(s), etc.), new document, in the form of a correction, is issued by the administrative decision (without repeated certification process).

In case of a need to introduce considerable changes (e.g., additional places of production, changes in the list of components of the certified product(s), extension of the scope of certified products, etc.) the certification process is carried out again in the scope dependent on the introduced change.

In this case, new document is issued, in the form of a modification.

### 3.12 Suspension, Withdrawal or Limitation of a Certificate/Licence

Suspension, withdrawal or limitation of a certificate/licence applies only in relation to the certification carried out in schemes connected with the surveillance.

Suspension of a certificate/licence takes place on request of its holder or on the initiative of **SEP – BBJ** in case of:

- negative results of control tests or inspections carried out within the surveillance.



- preventing inspections or control testing from being carried out;
- misusing by the holder of the certificate/licence of the authorizations resulting from holding of the certificate/licence;
- non-fulfillment by the holder of the certificate/licence of his obligations stipulated in the concluded certification (licence) agreement.

Withdrawal of a certificate/licence may take place in case of:

- not fulfilling the requirements defined in the issued certificate/licence;
- resignation from the certificate/licence by its holder;
- discontinuation of production and/or withdrawing of a certified product from the market;
- failing to fulfil within the agreed time the conditions left in suspension by **SEP – BBJ** in case of the certificate/licence suspension.

**SEP – BBJ** without delay informs the holder in writing about suspension or withdrawal of the certificate/licence.

**SEP – BBJ**, when suspending the certificate/licence, at the same time defines the deadline and the terms and conditions to restore its validity. Suspended certificate/licence will be restored immediately after ceasing of the reasons that caused its suspension.

Restoring the validity of a withdrawn certificate/licence does not apply. Reapplying for the certificate/licence, which was revoked, is arranged according to the same rules as in case of a new application.

Limitation of a certificate/licence may take place on request of its holder or on the initiative of **SEP – BBJ** in case of the suspended certificate/licence, if in respect of the specified group of products covered by the suspension, will be found that removal of reasons that caused its suspension is not possible.

### 3.13 Extension of Validity of a Certificate/Licence

Extension of validity of a certificate/licence applies only in relation to the certification carried out in the **SEP-BBJ** and **B-BBJ** scheme.

Extension of validity of the scope of a certificate/licence takes place on request of the holder of the certificate/licence, in a manner identical as in the case of issuing of the basic document.

Application for the extension should be submitted at least 8 days before expiry of the original certificate/licence validity.

When extending validity of the certificate/licence, **SEP – BBJ** may apply a simplified certification process, taking advantage of the results of the

surveillance being exercised (routine inspections and/or control tests) to the applicable extent.

### 3.14 Complaints, Appeals and Resolution of Disputes

Any person dissatisfied with the course of execution of the services has the right to file a complaint about the activity of **SEP – BBJ**.

**Client**, who is dissatisfied with the certification decision, has the right to lodge an appeal on the decision to Director of **SEP – BBJ**.

Complaints and appeals can be lodged in any written form, provided they bear a date and place of preparation, and a legible signature of a person who prepared it (in case of an appeal, this must be a person authorized to represent the company which is the **Client**, and in addition, respective letter must bear a company seal).

**SEP – BBJ** confirms its reception to a person submitting a complaint or an appeal, and after completion of the proceedings process, hands him over the official information about the results.

In case **SEP – BBJ** undertakes the proceedings, agreed with the **Client** who lodges an appeal, which are connected with conducting additional tests and/or factory inspection, costs of that proceedings are covered by **SEP – BBJ** from its own resources.

In the case the previously made certification decision proves to be correct, the aforesaid costs will be charged to the **Client**.

In case dispute that arose between the **Client** and **SEP – BBJ** remains unsettled in the appeal proceedings, both parties are entitled to file a petition to the competent court with its seat in Warsaw.

### 3.15 Particular Rights and Obligations of the Certificate/Licence Holder<sup>8</sup>

- Holder of a certificate/licence has the right to publish the information about the possessed **SEP – BBJ** certificate and licence to label the products specified in the certificate/licence with appropriate **SEP – BBJ** certification mark.
- Holder of a certificate/licence has the right to file a complaint to Director of Polish Accreditation Centre in case of reservations regarding maintenance of impartiality and/or confidentiality by **SEP – BBJ**, if he considers unsatisfactory the response to his complaint lodged at **SEP – BBJ** (see section 3.14).
- **SEP – BBJ** requires that the holder of the certificate/licence:

<sup>8</sup> See also section 1.2

- fulfils all respective terms and conditions of a given certification scheme within the validity of the certificate/licence;
- keeps appropriate records concerning the complaints relating to certified products and managed them in a way enabling the surveillance from the side of **SEP – BBJ**;
- ensures that, certification mark, if was granted, will be used only after issuing by **SEP – BBJ** appropriate certificate/licence and after concluding the respective certification agreement, and stops using it during the period of suspension, limitation (in relation to excluded products), withdrawal and after ceasing of the certificate/licence validity;
- ensures that the certification mark, if granted, will not be applied on products coming from other production sites than those specified in the certificate/licence;
- informs **SEP – BBJ** in writing, about all changes connected with the legal status, name or address of its official seat, and also about stopping production of certified products;
- informs **SEP – BBJ** in writing about all intended changes in the certified product, place of production, production process or changes in the manufacturer's management system, in advance, enabling to perform the respective assessment;
- carries out corrective actions resulting from the surveillance exercised by **SEP – BBJ** and adjustment actions, resulting from changes in regulations, normative documents, schemes and certification procedures of **SEP – BBJ**;
- refers to the certificate/licence only in relation to the range of products for which the certificate/licence was granted;
- during the suspension period or after withdrawal of the certificate/licence, stops using all advertising materials containing any references to that certificate/licence and returns all certification documents on request of **SEP – BBJ**.
- uses the certificate/licence granted only to indicate that the products are certified in accordance with the specified normative documents;
- in publicly distributed information, uses the certificate/licence granted only to ensure that, products covered by it were subject to the assessment by **SEP – BBJ** as being in conformity with the specified normative documents;
- when spreading certification documents provides copies thereof in full, according to the specified certification scheme;
- did not use a certification granted for a determined product(s) in a manner that could jeopardize reputation of **SEP – BBJ**, and did not make such declarations in respect to this certification, which **SEP – BBJ** may consider as misleading or unauthorized;
- ensured that neither certificate/licence or report, nor their any part would be used in a misleading manner.

### 3.16 Publications

On the website [www.bbj.pl](http://www.bbj.pl) the documents DC 101÷106, , and also descriptions of different certification schemes placed in documents of series DC 101.NN are available without any limitation.

**SEP – BBJ** publishes lists of suspended and withdrawn certificates on the website [www.bbj.pl](http://www.bbj.pl).

## 4 ADDRESSES AND CONTACTS

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