ATEX CERTIFICATION REQUIREMENTS

1 SERVICE DESCRIPTION
This document describes the DNV GL conditions and certification processes for certification Equipment and protective systems intended for use in potentially explosive atmospheres, Directive 2014/34/EU (ATEX). The document defines Customer and DNV GL obligations additional to the Terms and Conditions in the Product Certification Agreement between the parties and in the Certificate. Following the definitions in ATEX the Customer will in be referred to as the Manufacturer. The Manufacturer is responsible for designing and manufacturing a product intended to be placed on the European market.

2 LEGAL FRAMEWORK
DNV GL Presafe AS will perform this service as an ATEX Notified Body. DNV GL Presafe AS is appointed as the Legal Unit by the Norwegian Directorate for Civil Protection and Emergency Planning.

The notifications concern the following ATEX scope:

- Module B (Annex III)
- Module C1 (Annex VI)
- Module D (Annex IV)
- Module E (Annex VII)
- Module F (ANNEX V)
- Module G (Annex IX)
- A+, Article 8.1 (b) (ii)

The notification in Norway is based on an accreditation by Norwegian Accreditation, except for Article 8.1 (b) (ii)

In addition, DNV GL can offer the following voluntary assessments associated with ATEX (not covered by accreditation):

- Module A Type Examination

In the following text DNV GL shall be understood as the Notified Body 2460 and all DNV GL units qualified to provide the service. The final certification is done at the Notified Body uniquely. It shall also be understood that all references to manufacturer in this document is equally applicable for authorized representatives.

3 GENERAL CONDITIONS
In addition to the general terms and conditions of the standard DNV GL Product Certification Agreement for ATEX, the following applies:

The certification will state compliance of the product to the relevant parts of the ATEX. The standards used by the manufacturer in order to achieve this will be listed on the certificate.
The legislation relevant to the product(s) is the ATEX, which is transferred to national legislation in all European Economic Area (EEA) member states. If the requirements in ATEX do not provide sufficient guidance for evaluating the product the official ATEX Guidelines should be applied in first hand. If further clarification is needed DNV GL will use the recommendations from the ATEX Notified Bodies Group (ExNB) which are commonly accepted by the Notified Bodies. DNV GL will not provide any consultancy services aiming to facilitate the certification. All product information needed for the DNV GL evaluation of the product is treated as confidential.

4 DNV GL CERTIFICATION PROCEDURES

4.1 Application
Upon reception of a Request For Quotation (RFQ) sent by a manufacturer, DNV GL will draw up a Product Certification Agreement (PCA) describing all activities involved in the certification process priced according to valid price list. The RFQ will be provided by DNV GL. The manufacturer must send all relevant information about the product and the system subject for certification in order to draw up a correct PCA. The PCA shall be signed by an authorized representative of the manufacturer and returned to DNV GL.

By completing and signing the PCA, the manufacturer and the Notified Body have a formal agreement with each other where the manufacturer also declares that the same application has not been lodged with any other Notified Body.

4.2 Activities
DNV GL has the overall responsibility to carry out the Notified Body services in accordance with the regulation given by the notifying authorities and guidelines given by the national accreditation bodies. This also includes the work carried out by the Local DNV GL Units.

Personnel engaged in the assessment activities shall fulfil the requirements as defined by DNV GL.

The manufacturer agrees to promptly supply to DNV GL, where duly justified, any relevant information data, which is necessary for establishing and maintaining the attestation of conformity in view of the chosen procedure. The technical file must in any case be made available for DNV GL.

The manufacturer will further ensure that DNV GL and its employees and others acting on behalf of DNV GL will get all necessary work and access permits.

4.3 Issuing of certificate
When all assessment activities are completed, all records and correspondence, including results from the assessment activities and their main conclusions will be filed by the Notified Body.

The project is ready for Certificate issuance when the project file is found satisfactory by the Notified Body. DNV GL will issue all formal documents and certificates according DNV GL’s notification (see point 2 of this document). The validity of the certificate depends on the module:
| Module | |  |
|---|---|
| **A+** | No validity when single unite verification. When serial production 3 years or 10 years according to agreement with the manufacturer. |
| **B** | No validity |
| **C1** | 1 year |
| **D, E** | 3 years |
| **F, G** | No validity – Unity verification |

The manufacturer shall keep the technical documentation for the equipment or assembly that is in conformity with the Directive at the disposal of the national authorities for 10 years after the equipment has been placed on the market.

The technical documentation to be kept, including the certificates issued by the notified body and the EU declaration of conformity for each equipment or each model as applicable, is the one indicated in the relevant Annexes III in the ATEX directive for the modules.

### 5 REFUSAL OF CERTIFICATION

Certification shall be refused if the product or the quality system is found not to comply with the ATEX directive.

DNV GL shall communicate refusal of certification to the applicant in writing. Information regarding the appeal procedures shall be given.

DNV GL shall make relevant information regarding the certification it has refused available to other ATEX Notified bodies and the appropriate national authorities.

### 6 MAINTAINING THE CERTIFICATE

The manufacturer must at all times ensure that the requirements of the standards under the certification scope are complied with and undergo all DNV GL scheduled assessment activities and visits. Corrective actions to identified findings must be implemented within the set time limit.

The manufacturer shall authorize DNV GL to pay unannounced visits to the manufacturer’s premises when foreseen by the directive or due to reasonably substantiated doubts regarding the compliance of the product or the appropriate functioning of the approved quality system.

The fees as stipulated in the PCA must be paid following the conditions for payment stated therein.

The manufacturer is also obliged to keep a record of all complaints concerning the products under the certification scope. DNV GL will verify that the manufacturer has taken relevant corrective actions for these complaints in conjunction with the surveillance visits.

For some of the modules are in addition the following specific conditions applicable:

**Module B:**

The certificate is concerned with the design and the testing of a prototype(s) only and the certified product(s) cannot be CE-marked based on this module only.

**Module D and E:**

DNV GL must be informed of any sub-suppliers for main parts of the product or processes in manufacturing.
7 CHANGES IN STANDARDS
DNV GL will assess the products subject to certification to the valid versions of the standards applied by the manufacturer unless otherwise agreed. Changes in standards may result in the need of re-assessing type-examined products. The manufacturer is obliged to stay current on the formal status of the standards that he has applied and is responsible that his products are complying with the valid version of the standard.

8 CHANGES BY THE MANUFACTURER
Manufacturer must, when operating under a quality system based module, report all changes with regard to design and/or production (hereunder changes in the organisation, ownership, new products, modifications to the production method and quality system, site locations etc.), which may reasonably be considered to have an effect of the products being certified, to DNV GL before execution of such change. Failure to do so may result in a non-compliance being raised by DNV GL.

It will be the decision of DNV GL whether or not a further inspection visit or audit is necessary at the time of the announcement of any such changes.

When applying inspection based modules (Module C1, F, G) DNV GL shall be made aware of any deviations being made during the process from any approved documents and applied standards.

9 SUSPENSION OR WITHDRAWAL OF THE CERTIFICATE
DNV GL may decide to suspend or withdraw the certificate and, in such cases, the manufacturer will be informed as soon as this is practicable.

NOTE: DNV GL must provide the possibility for appeals against its decisions.

9.1 Reasons for suspension
- The certificate is being misused
- The requirements as set out in the Directive on which the conformity assessment procedure has been based and which form the basis for issuing the certificate or the appendix were not fulfilled
- The product was incorrectly defined as Equipment or protective system according to the Directive
- The product has not been informed DNV GL about it
- The requirements for the quality system or the equipment are no longer fulfilled
- The product is no longer covered by the Directive
- The equipment is no longer in compliance with the Directive, and the shortcomings observed are not corrected by the manufacturer within an appropriate time period as defined by DNV GL under consideration of the severity and potential impacts of these shortcomings.
- Violation of the terms of the signed certification agreement, including non-payment of fees or refusal of access to unexpected/periodic/planned assessments.
- Scheduled assessments not completed.
- Customer voluntarily requesting temporary suspension.
- Incorrect use of the certification mark.
- Information from stakeholders that could affect the status of certificate (e.g. non-compliance to regulatory/statutory requirements).

Suspension of a certificate is normally initiated as the first step, followed by a withdrawal if the issue of concern is not resolved within due time. However, dependent on the seriousness of the situation, DNV GL may decide a direct withdrawal of the certificate.

DNV GL shall inform the customer about the decision on suspension and that no products are allowed to be put on the marked in the suspension period.
The manufacturer must delete any reference to a non-valid ATEX certificate in public documentation like marketing material, web-sites, advertising etc. A certificate shall generally not be suspended for more than three months, where the case should either be resolved, and the Certificate reissued, or should be escalated to a withdrawal process.

9.2 Reasons for withdrawal

- The issues that resulted in a suspension has not been resolved within the time limits set for the case
- A suspension is not found appropriate
- The holder of the Certificate asks for withdrawal

Non-conforming situations leading to suspension or withdrawal of a certificate shall be identified using the non-conformity process. An exception to this is delay or refusal to pay due fees or refusal of access to premises for the purpose of performing assessments.

DNV GL shall inform its notifying authority concerning the certificates which it has issued or withdrawn and shall, periodically or upon request, make available to its notifying authorities the list of certificates refused, suspended or otherwise restricted

10 CANCELLING OF THE CERTIFICATE FROM THE MANUFACTURER

The manufacturer may cancel the certificate at any time provided that DNV GL receives a written communication at least 60 days before the wished cancellation date authorizing DNV GL to invoice all activities up to that date.

11 COMPLAINTS AND APPEALS

Complaint is understood as a statement of dissatisfaction from the manufacturer with regard to the DNV GL certification activities. Appeal is understood as an objection from the manufacturer to a specific decision taken by DNV GL.

11.1 Filling of a complaint or appeal

In order to improve traceability and effectiveness of the handling of complaints and appeals they should be submitted in written form. The following information is then required:

- Identification of the complainant/appellant through company name (if any) and contact person
- Postal address and e-mail address
- Description of the circumstances, including reference to relevant documentation

11.2 Initial handling and actions taken

Upon receipt of a complaint or an appeal DNV GL will take the following actions:

- The complaint/appeal will be logged in our system
- A contact person for the handling will be appointed
- An initial response to the compliant/appellant will be sent within 10 working days

The person responsible for handling the complaint/appeal will evaluate if immediate or corrective actions are needed. This person shall have no previous involvement in the concerned certification.
11.3 Written resolution
A written response to the complainant/appellant will be prepared and submitted. The complainant/appellant will be informed about the right to escalate the complaint/appeal in case the response is not satisfactory.

12 PUBLISHING OF CERTIFICATES
By signing the PCA, the manufacturer agrees to let DNV GL publish on their external website basic information (e.g. certificate numbers, manufacturer name and product scope) about the issued certificates.