

Utilization agreement for the DBI test mark



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Preamble

The DBI test mark is designed to meet the desire of many manufacturers of gas and energy technology products for a certification mark denoting the successful testing of a product in accordance with current standards and guidelines. Not least, the mark is intended to document that the quality of the certified products meets all applicable standards and additional quality criteria.

The DBI test mark and tests at the DBI Group's laboratories therefore stand for security, efficiency and environmental and consumer protection.

DBI - Gastecnologisches Institut gGmbH Freiberg owns an internationally recognised test laboratory for gas supply and energy technology appliances and equipment named Test laboratory Energy. This test laboratory is recognised and/or accredited by various organisations:

- Deutsche Akkreditierungsstelle GmbH (DAkkS, national accreditation body)
 - Accredited test laboratory in accordance with DIN EN ISO/IEC 17025:2005, ID no. D-PL-11072-01-00
- DVGW CERT GmbH
 - Test laboratory for gas appliances in the scope of regulation EU 2016/426
 - Test laboratory for pressure equipment in the scope of Directive 2014/68/EC
- Deutsches Institut für Bautechnik (DIBt):
 - Notified body in accordance with Regulation (EU) No. 305/2011 for construction products, Notified body no. 1721
 - Test laboratory in accordance with regional building regulations, reference number: SAC24
 - For granting general building inspection test certificates (abP)
 - For testing construction products before confirmation of compliance (ÜHP)
- DIN CERTCO Gesellschaft für Konformitätsbewertung mbH
 - Test laboratory for oil burners and appliances fired by solid fuels, register number: PL015
- GS mark test laboratory in the scope of the German Equipment and Product Safety Law (*Produktsicherheitsgesetz*, ProdSG)
- Association of Cantonal Fire insurance Companies (*Vereinigung Kantonaler Feuerversicherungen*, VKF) (Switzerland)
 - Recognition for fired appliances
- Member of the Association of Material Testing Institutes (*Verband der Materialprüfungsanstalten e. V.*, VMPA)
- Member of HKI (Industry association of building, heating and kitchen techniques e.V.)

DBI Gas- und Umwelttechnik GmbH operates a chemical laboratory that is accredited and approved throughout Europe, where it tests and calibrates gas technology measuring equipment:

- Deutsche Akkreditierungsstelle GmbH (DAkkS, national accreditation body)
 - Accredited test laboratory in accordance with DIN EN ISO/IEC 17025:2005, ID no. D-PL-14614-01-00

The two companies are affiliated and together form the DBI Group (hereinafter "DBI").

Test laboratory Energy and the chemical laboratory set the highest standards for themselves and their staff when testing appliances and equipment. These standards are designed to guarantee proper, precise and independent testing according to current standards, guidelines and other requirements set out in further rules and regulations. To this end, the two laboratories have devised their own quality management system that is regularly inspected by external auditors.

The following utilization agreement is intended to set out the principles according to which the certification mark is issued and used. It ensures that the users of the products concerned can verify the correctness of testing. All product manufacturers that apply for the DBI test mark agree to the terms of this utilization agreement.

Section 1 – Terms and definitions

- (1) **DBI** means the companies of the DBI Group, DBI Gas- und Umwelttechnik GmbH and DBI - Gastechnologisches Institut gGmbH Freiberg.
- (2) **DBI test mark** is a mark for an individual product in the meaning of the successful testing of a product according to all relevant standards and generally applicable guidelines. It consists of three parts: the mark in electronic form, the original test mark certificate and publication in the DBI test mark register.
- (3) **Customers** are the customers of DBI who have submitted a product to DBI for testing in order to receive the DBI certification mark.
- (4) For the purposes of this utilization agreement, **tests** are:
 - a. Initial test: type/initial/prototype/design testing or conformity assessment inspections:
The first test of a product that will not be submitted to any other test laboratory for testing. The precise test definition shall be based on the testing specifications.
 - b. Supplementary test / drawing test:
A follow-up test to appraise compliant changes to a product that has already been certified/tested.
 - c. Extension test:
A follow-up test to appraise compliant changes to a product that has already been certified/tested and for which the intended use has changed.
 - d. Surveillance test / control test:
Supervisory measures in the event of objective indications of a breach of this utilization agreement.
- (5) **Scope of testing** is the scope of all tests that are conducted for a product by DBI or, in exceptional cases, by a qualified partner of DBI as a subcontractor and that the product passes successfully. The scope of testing may be derived from tests conducted in accordance with all relevant standards and generally applicable guidelines that are not defined by industry standards. The scope of testing will be determined by the customer's testing specifications.

Section 2 – General principles and scope

- (1) In addition to successful product testing by DBI according to the relevant standards and generally applicable guidelines, DBI offers its customers the opportunity to document testing with the DBI test mark.
- (2) Upon receipt of the customer's written application, DBI will consider the granting of usage rights to the DBI test mark under this utilization agreement.
- (3) The DBI test mark is issued to the product manufacturer together with a test mark certificate. It applies exclusively to the uniquely identifiable product described in the test mark certificate and to the designated scope of testing within the defined validity period.
- (4) The issuing of the DBI test mark is recorded in the DBI test mark register.
- (5) Upon receipt of the DBI test mark, the customer is obliged to continue to meet all the conditions necessary to acquire the DBI test mark and that fall under the scope of test mark certificate for the duration of the certification's validity. The customer shall independently ensure compliance with the parameters of the scope of testing using a suitable quality management system.

Section 3 – Usage rights

- (1) Upon issuing the DBI test mark, DBI shall grant the applicant a time-limited right to use the mark. This usage rights shall be transferred to the applicant in accordance with the terms of this utilization agreement. The DBI test mark shall remain the property of DBI in every form.
- (2) Use of the mark is only permitted for the products tested by DBI.
- (3) The DBI test mark may be used throughout all internal and external corporate communications. Use of the mark in various areas and media, e.g. company presentations/brochures, adverts, catalogues, posters, marketing campaigns and events, the internet, customer newsletters, press releases, etc. is only permitted if used in conjunction with a direct and unambiguous reference to the tested product. Use of the mark separately from the tested product is hereby excluded.
- (4) The mark may only be used for the applicant's own purposes. The mark may not be transferred or leased to third parties, whether free of charge or for a fee. This also applies to affiliated companies within the Group.
- (5) In addition, the right to use a DBI test mark may not be transferred to another product. In particular, no stickers or electronic image files or copies thereof may be transferred in any form to third parties, nor may they be used for untested products or by other persons.

- (6) The right to use the DBI test mark is established by the respective original test mark certificate and by publication in the DBI test mark register (www.dbi-gruppe.de).
- (7) All usage rights not explicitly referred to in this utilization agreement shall remain with DBI as the holder of all copyrights and intellectual property rights.

Section 4 – Period of validity

- (1) The DBI test mark shall be valid from the date on which the test mark certificate is issued. The period of validity of the test mark is governed by the respectively applicable standards and guidelines. If the standards and guidelines do not stipulate a test's period of validity, a maximum period of five years shall apply. The expiry date shall be documented in the test mark certificate.
- (2) Based on a written application in the meaning of section 2(2), the period of validity for each additional positive test (initial, supplementary and extension tests) – and thus for the re-issued test mark certificate – shall be reset.
- (3) During the test mark certificate's period of validity, DBI shall be entitled to conduct monitoring and verification tests with the product manufacturer if there are objective indications of a breach of the utilization agreement under section 2. The manufacturer shall take all necessary steps to facilitate surveillance and control, e.g. by providing access to the manufacturer's production and office premises, as well as to all documentation on production monitoring, etc.
- (4) Renewal of the test mark certificate may be requested from DBI no later than two months before expiry of the current period of validity. Following such a request, at least one formal inspection shall be conducted to ensure that the conditions under which the DBI test mark was issued continue to be met.
- (5) The test mark certificate shall be valid until the expiry of the period of validity, at which point the usage right granted for the test mark shall end. In the event of a breach of this utilization agreement or misuse of the certification mark, the customer shall be prohibited from continuing to use the DBI test mark. DBI will then send a written warning containing information on the reason for the warning and a deadline for meeting the proper conditions. After the proper conditions are met, the customer shall once again be entitled to use the DBI test mark. If the warning is unsuccessful, DBI reserves the right to terminate this utilization agreement. Upon receipt of the termination notice, the customer's right to use the DBI test mark shall expire.
- (6) If the usage right expires for any reason, it shall fall to the customer to destroy or return to DBI all files, print templates and similar media provided by DBI and bearing the DBI test mark. The original test mark certificate shall be returned to DBI within four weeks. Upon expiry of the right to use the test mark, the relevant entry in the DBI test mark register shall be updated accordingly as set out in section 7.

Section 5 – Graphical rules for the DBI test mark

- (1) The DBI test mark is supplied in an electronic image file. The mark is issued in electronic form.
- (2) The DBI test mark as shown below is provided in a corresponding image file format. Its design, colouring and dimensions may not be modified in any way.



Figure 1: DBI test mark, colour



Figure 2: DBI test mark, black and white

- (3) A minimum height of 30 mm and a minimum pixel density of 300 dpi is required for print materials/printouts.

Section 6 – Test mark certificate

- (1) The test mark certificate is a written confirmation that the product complies with all relevant testing specifications that form the basis of the test report.
- (2) The test mark certificate shall be issued to the manufacturer by one of the two DBI Group companies for a specific product, scope of testing and period of validity, and shall be submitted to the customer in the original.
- (3) A sample of test mark certificate is provided in Annex 1 to this utilization agreement and is an integral part of the utilization agreement.
- (4) If conditions are set out in the test reports associated with the DBI test mark, the right to use the test mark shall only begin after these conditions are met. The certificate is issued in German and/or English.

Section 7 – DBI test mark register

- (1) DBI has established a register of all of the DBI test marks issued. This register is accessible online and is available on the company's website at www.dbi-gti.de/dbi-pz.html. It is a public register and is freely accessible.
- (2) The following information is presented in the register:
 - a. Competent division within the DBI Group
 - b. DBI test report number
 - c. Name and address of the manufacturer
 - d. Product description (equipment name, type description)

- e. Testing specification(s) (standards, guidelines)
 - f. Date and period of validity of the conformity certification
 - g. Validity status
 - h. Date of the last update
- (3) Publication in the DBI test mark register takes place within a period of one week after the test mark certificate is issued.
- (4) The register provides an overview of all valid and expired DBI test marks. If the test mark certificate's period of validity expires under section 4, the registration entry will be marked "expired". If the test mark certificate is withdrawn due to breach of this utilization agreement or misuse of the mark, despite a warning and notice period, the entry will be marked "withdrawn". If the usage right ends through termination, the entry will be marked "deleted".

Section 8 – Usage fees

- (1) DBI charges a fee for issuing, monitoring and renewing the DBI test mark. The current fee schedule is provided in Annex 2 and is an integral part of this utilization agreement. It is also available at www.dbi-gti.de/entgeltliste.html.
- (2) The respective fee is determined upon receipt of the certification application according to the then current fee schedule.
- (3) Fees are charged by invoice and shall be payable upon receipt of the invoice without deductions.
- (4) Besides the applicant, an authorised representative may be nominated as an invoice recipient.

Section 9 – Declaration of consent

- (1) The applicant for the DBI test mark expressly accepts the terms of this utilization agreement by signing the application for the DBI test mark.
- (2) Any violation of this utilization agreement shall result in liability for damages and may also result in legal action.

Section 10 – Liability

- (1) DBI accepts no liability for loss or damage arising from changes made to certified products of which DBI has not been informed and which have not been reported for testing. In the event of a dispute regarding whether a product change or modification was implemented before or after testing, the burden of proof shall lie with the customer.
- (2) If, for whatever legal reason, DBI is liable in connection with product testing, its liability shall be limited to wilful intent, gross negligence and the culpable breach of essential contractual obligations. Liability for the negligent breach of essential contractual obligations and for the gross negligence of the company's employees and vicarious

agents shall be limited to typical, foreseeable damage. This shall not affect liability in the event of injury to life, limb or health.

Section 11 – Miscellaneous

- (1) The rights and obligations under this utilization agreement may not be assigned to third parties without the prior written consent of the other contractual party.
- (2) The terms of this utilization agreement may be amended as necessary. Amendments to this utilization agreement shall only be valid if the customer is informed of such amendments in writing. In the event that the terms of this agreement are updated, the customer shall be entitled to withdraw from the utilization agreement.
- (3) There are no verbal agreements or side agreements to the present agreement.
- (4) The parties have not concluded any other implicit verbal or written side agreements to this agreement. Changes and additions to this utilization agreement shall be made in writing. This shall also apply to the reversal or waiving of this requirement for the written form.
- (5) If any individual term of this utilization agreement is or becomes invalid or unenforceable, this shall not affect the validity of the remaining terms. In this event, the parties shall replace the invalid or unenforceable term with a new term that reflects as closely as possible the legal and commercial meaning and intent of the invalid or unenforceable term. The same shall apply when rectifying omissions in this utilization agreement.
- (6) If this utilization agreement is produced in several languages, the German-language version shall prevail.
- (7) The jurisdiction for all disputes arising from this utilization agreement shall be Leipzig, Germany.