



CSTB general operational procedures for the issue of CE marking certificates



Applicable au 1^{er} juillet 2013
(applicable on July 1st, 2013)

PREAMBLE

The Member States of the European Economic Area have agreed to authorise in their territory the free movement, commercialisation and use of construction products¹ which satisfy the provisions of the Construction Products Regulation (CPR 305/2011/EU).

To this end, Member States shall presume that construction products are suitable for use if they bear the CE conformity marking ("CE marking") indicating that those products satisfy all the provisions of the applicable legislation.

The CE marking is affixed under the responsibility of the manufacturer. It attests to the product's conformity with the relevant harmonized technical specifications (the harmonized part of the relevant European Standard (Annex ZA) or the product's European Technical Assessment), and the manufacturer's proper implementation of the system of assessment and verification of constancy of performance (CPR Annex 5) required.

Five systems of assessment and verification of constancy of performance (referred to below as classification systems) are used²:

- 1+ Certification of constancy of performance of the product including type testing and sampling, initial inspection and surveillance of factory production control.
- 1 Certification of constancy of performance of the product including type testing, initial inspection and surveillance of factory production control.
- 2+ Certification of conformity of the factory production control including initial inspection and surveillance of factory production control.
- 3 Initial type testing.
- 4 Declaration by the manufacturer.

Systems 1+, 1 and 2+ require a notified body to issue a certificate of constancy of performance of the product or a certificate of conformity of the factory production control³.

1 DEFINITIONS

In the present General Procedures, the following terms which start with a capital letter have to be construed as indicated below:

- **Applicant:** Any legal entity applying to CSTB for issuing a certificate of constancy of performance of the product and/or a certificate of conformity of the factory production control;

- **Holder:** Any legal entity currently holding a certificate of constancy of performance of the product and/or a certificate of conformity of the factory production control issued by CSTB.

The Holder is usually the manufacturer of the product concerned.

The Holder may also be the distributor if the latter so requires in accordance with the provisions laid down in Appendix 2 bis of the CSTB Special operational procedures for the issue of the certificates of performance of the product and in the CSTB Special operational procedures for the conformity of the factory production control.

- **Notifying authority:** Authority that designates the bodies competent to issue the CE marking, and referred to as notified bodies. As for France, the State is regarded as the notified authority.

- **CE marking certificate:** The certificate of constancy of performance of the product or the certificate of conformity of the factory production control issued by CSTB.

¹ A construction product may be a single product, a kit or a system, intended to be incorporated in construction works in a permanent manner.

² System 2 provided for in the CPD is no longer used within the framework of the CPR.

³ Furthermore, System 3, which lies outside the scope of these general operational procedures, requires a notified laboratory to determine the product-type based on type testing (including a classification report, where necessary), type calculation, tabulated values or descriptive documentation of the product.

- **CE marking certification activities:** Process ending in the issuing by CSTB of CE marking certificates.
- **General Procedures:** The present general procedures including their appendices.
- **Special Procedures:** As the case may be:
 - either the CSTB Special operational procedures for the issue of the certificates of constancy of performance of the product (systems 1 and 1+), appendices included;
 - or the CSTB Special operational procedures for the issue of the certificates of conformity of the factory production control (system 2+), appendices included.
- **Parties:** CSTB and the Applicant/Holder.
- **Factory production control system:** The audit of the documented, permanent and internal control of production carried out in a factory, in accordance with the relevant harmonized technical specifications, implemented by the manufacturer.
- **Production site:** A site where the product manufacturing operations are carried out.
- **Operating site:** A site where activities related to the repackaging of products are mainly carried out (importer/distributor's delivery place prior to placing on the market).

2 PURPOSE

The purpose of these General Procedures is to specify, on the one hand, the mission entrusted to CSTB, its commitments, as well as the procedure for issuing CE marking certificates and, on the other hand, the responsibilities of CSTB and the Applicant/Holder, respectively.

3 CONTRACT DOCUMENTS

The contract agreement signed between the Applicant/Holder and CSTB (hereafter referred to as the "Contract") is governed by:

- The Construction Products Regulation (CPR 305/2011/EU) dated March 9, 2011;
- The European Regulations 764/2008 and 765/2008 dated July 9, 2008⁴;
- The delegated acts and the implementing acts adopted by the European Commission;
- The European Decision 768/2008 dated July 9, 2008⁵;
- The Documents issued by the Group of Notified Bodies (GNB), available on the European Commission's site <http://ec.europa.eu/enterprise/construction/internal/cpdgnb.htm> or on the site of the European notified bodies <http://www.gnb-cpd.eu/index.jsp>;
- Where relevant, the Guidance Documents issued by the Standing Committee on Construction, available on the site of the European Commission http://ec.europa.eu/enterprise/construction/internal/guidpap/guidpap_en.htm (also partially available in French on the site www.rpcnet.fr : http://www.rpcnet.fr/doc_liste.asp?type_doc=11).
- The present General Procedures;
- As the case may be:
 - The CSTB Special operational procedures for the issue of the certificates of constancy of performance of the product (systems of assessment 1 or 1+), appendices included;
 - The CSTB Special operational procedures for the issue of the certificates of conformity of the factory production control (system of assessment 2+), appendices included.
- CSTB's fees for issuing CE marking certificates specific to the relevant domain.

Those documents are contractual and, in the event of non-conformity or different interpretation in terms of stipulations, each document prevails over the next one as listed above.

⁴ Official Journal of the European Union no. L218, 13.8.2008, p21 and 30

⁵ Official Journal of the European Union no. L218, 13.8.2008, p82

4 CE MARKING OWNERSHIP AND CONDITIONS OF USE

The CE marking, which is the property of the Commission of the European Communities, shall consist of the initials "CE" reproduced according to the graphic rules laid down in Annex II of the Regulation (CE) no. 765/2008.



The Regulation (CE) no. 765/2008 sets out the general requirements for affixing the CE marking. Further details are given in the relevant harmonised technical specification.

5 PARTICIPANTS

The CE marking certification system involves the participation of the following:

- The CSTB's Certification Committee and the CE Assessment Committee.

The role of those committees is specified in Annex 1 of the present General Procedures;

- The auditors;
- The test laboratories.

5.1 CSTB's Role

CSTB acts in its capacity as a notified body, under number 0679 (CPR article 43 and framework agreements between the French Government and CSTB), as part of the CE marking certification system⁶.

As part of this mission, CSTB may be asked to issue the certificates of constancy of performance of the product (systems 1 and 1+) or the certificates of conformity of the factory production control (systems 2+), renew those certificates, suspend them or withdraw them.

CSTB supervises all the documentation pertaining to the CE marking certification system.

By "supervision" is meant in particular the following: updating, additional information, withdrawal, dissemination and archiving, as far as CE marking certificates are concerned.

5.2 Auditors

On the Applicants/Holders' production or operating sites, the auditors shall carry out the inspection audits provided for in the CSTB Special operational procedures, before and, if need be, after the granting of the CE marking certificate.

The auditors may be:

- CSTB staff;
- Subcontractors mandated by CSTB. Their missions are specified in a contract signed between CSTB and the subcontractor, after CE Assessment Committee's approval, where relevant.

Subcontractors shall display the required independence, impartiality and expertise and possess the necessary means to accomplish the missions entrusted to them.

5.2.1 Auditors' intervention during an initial audit of the Factory production control system

Within the framework of an initial audit of the Factory production control system, the audit shall be conducted in accordance with the specifications laid down in Standard NF EN ISO 19011 and with the CSTB Special operational procedures for the issue of CE marking certificates.

The auditor shall perform the audits of the production site so as to make sure that the Factory production control system implemented is effective and runs satisfactorily.

⁶See the list of European notified bodies on the site of the European Commission: <http://ec.europa.eu/enterprise/newapproach/nando/index.cfm?fuseaction=notifiedbody.main>

The audit concerns the following:

- The conformity of the products to the relevant harmonised technical specification;
- The application of the factory production control system and the performance of internal control on raw materials or constituents, the workmanship and the finished products: frequency, test procedures and results;
- The appearance, storage procedures and marking of products ready for delivery;
- The technical data delivered with the product;
- The declaration of performance;
- Any other point specified in the reference documents.

The auditor may perform or have the required tests performed on site. According to the Special Procedures, he may take samples for testing in an external laboratory, which shall be conducted at the Applicant's expense, as specified in Article 5.2.3.

During his audit, he may take a copy of the records of tests (e.g. verification results, etc.) and/or verifications on finished products for subsequent further examination. He may also examine the other records relating to production, if he deems it necessary.

The auditor shall draw up an audit report. This report shall clearly state the conformity or non-conformity to the harmonized technical specification and, where appropriate, to the European assessment documents or the specific technical documentation.

5.2.2 Auditors' intervention during a surveillance audit of the Factory production control system

Within a surveillance audit of the Factory production control system, the audit shall be conducted in accordance with the specifications laid down in Standard NF EN ISO 19011 and with the CSTB Special operational procedures for the issue of CE marking certificates.

The auditor shall be informed by the Applicant/Holder of any possible modifications made to the products since the initial audit, in order to update the dossier.

5.2.3 The test laboratory

The tests provided for in the CSTB Special operational procedures for the issue of CE marking certificates shall be performed on samples taken by the auditor, where appropriate.

Unless otherwise stated in the Special Procedures, the tests can be conducted:

- Either by CSTB itself,
- Or by an external laboratory. This external laboratory may be:
 - o A laboratory selected by the Applicant/Holder, and recognized as a laboratory notified by the State to carry out tests on a given product;
 - o A subcontracting laboratory mandated by CSTB provided that it is referred to in the applicable Special Procedures. Those missions are defined in a contract signed between CSTB and the subcontractor, after approval by the CE Assessment Committee, if need be.

Subcontracting laboratories shall display the required independence and expertise and possess the necessary means to accomplish the missions entrusted to them.

The quality system of the subcontracting laboratory shall comply with Standard NF EN ISO/CEI 17025. This compliance shall be demonstrated:

 - Either through an accreditation issued by a member of the EA (European cooperation for Accreditation) or an EA-recognised body;
 - Or through an audit conducted by CSTB in accordance with the provisions in the subcontracting agreement signed between CSTB and the laboratory.

In both cases, the laboratory shall perform the tests in accordance with the requirements of the harmonized technical specification. It shall draw up a test report. The report shall clearly state the conformity or non-conformity of the results to the harmonized technical specification and, where appropriate, to the European assessment documents or the specific technical documentation.

6 INITIAL APPLICATION FOR CE MARKING CERTIFICATE

6.1 Submitting the application

The Applicant shall forward its application to CSTB, accompanied by all the useful information pertaining to the given products, the production conditions and the verifications conducted in accordance with the provisions laid down in the CSTB Special operational procedures for the issue of CE marking certificates.

In accordance with the provisions in Article 12 of the Construction Products Regulation (CPR 305/2011/EU) dated March 9, 2011, the manufacturer is not allowed to entrust an authorized representative with the task of establishing the technical documentation.

The list of documents to be supplied is mentioned, as the case may be, in the CSTB Special operational procedures for the issue of the certificates of constancy of performance of the product or in the CSTB Special operational procedures for the issue of the certificates of conformity of the factory production control.

CSTB shall check that the information in the dossier supplied in support of the application is complete.

The dossier can only be recorded once the Applicant's dossier is complete.

This recording is followed by the issuing of an invoice corresponding to the management costs pertaining to the examination and surveillance for the current year (referred to as the "year N"), the audit and test fees being invoiced once completed.

6.2 Examining the application

CSTB acknowledges receipt of the application to the Applicant and starts examining the dossier once completed.

The examination of the application is ensured by CSTB. This examination comprises the following:

- Verification of the dossier supplied in support of the application;
- And according to the CSTB Special operational procedures for the issue of CE marking certificates, the performance of an audit and/or tests.

6.3 Examination of the dossier supplied in support of the application

CSTB shall review the documents in its possession:

- The application dossier;
- The harmonized technical specification (harmonised European Standard or ETA) and, if need be, the European assessment documents or the specific technical documentation;
- The production specifications;
- The quality documents relative to the production concerned (quality procedures and/or test plans).

If the application concerns a product that is covered by a European Technical Assessment (ETA), CSTB shall contact the body that has issued this ETA and request the following:

- An updated version of the ETA;
- The technical dossier associated with the ETA;
- The test plan prepared by the Applicant and approved by the body that has issued the ETA.

After examining the dossier, CSTB may ask the Applicant for further information before starting the audit. It shall then give a mandate to a qualified auditor who shall make an appointment with the Applicant as regards the initial audit.

CSTB shall send a letter to the Applicant, giving a ruling on the admissibility or non-admissibility of its application.

6.4 Evaluation and decision

CSTB shall send the Applicant the audit report and, if applicable, the test report(s), with any observations it may have noted.

Once the tests referred to in Article 5.2.3 are performed by an external laboratory notified by the State and selected by the Applicant, the latter shall undertake to forward to CSTB the test report issued by this laboratory.

The Applicant shall be allowed a certain lapse of time, set by CSTB and brought to its knowledge on transmission of the reports, in which it may convey its observations in writing and inform CSTB of the corrective measures and the schedule for their implementation.

Should the reports reveal major non-conformities, CSTB may decide to carry out an additional inspection audit to verify the implementation and the effectiveness of the corrective measures and, if necessary, of additional tests, in agreement with the Applicant. The costs of additional inspection audits or tests shall be borne by the Applicant.

The verification of corrective measures initiated to address minor non-conformities may be carried out during a surveillance inspection audit (if applicable) or during audit sampling (if applicable), to be borne by the Applicant.

When considering the application dossier, the audit report(s) as well as the test report(s) and the CE Assessment Committee's recommendations, if need be, CSTB may:

- Either refuse to issue the CE marking certificate. This refusal shall be justified to the Applicant;
- Or postpone its decision pending modifications or additional information requested;
- Or issue a CE marking certificate. The certificate shall be issued for an unlimited period, but the validity shall be verified on CSTB's Web site: www.cstb.fr.

In the event of negative results, CSTB shall inform the notifying authority and the other notified bodies as specified in Articles 53.1 and 53.2 of the CPR.

7 SURVEILLANCE

7.1 Renewal

7.1.1 Verification after issuing the CE marking certificate

According to the provisions set out in the CSTB Special operational procedures for the issue of CE marking certificates, the verification includes the following:

- An audit;
- Tests, if need be.

In the first term of each year, the Holder shall pay CSTB for all the management costs related to the surveillance for the year to come.

Additional audits and/or tests may be ordered by CSTB, upon proposal by the CE Assessment Committee, as the case may be, when in particular:

- Deficiencies or anomalies have been noted during the audit or during the tests;
- A CE marking certificate suspension measure is under review;
- Production is being resumed after temporary discontinuation;
- Market surveillance authorities have requested CSTB to react.

The costs of such additional inspection audits are in any case to be borne by the Holder exclusively. Those audits may be scheduled or carried out without prior notice.

7.1.2 Evaluation and decision

CSTB shall evaluate the following:

- The audit report;
- If applicable, the test report(s). If the applicable Special Procedures stipulate that the tests are not performed by CSTB but by an external laboratory selected by the Applicant and notified by the Government, the Applicant shall undertake to forward to CSTB, as soon as possible, the test report prepared by this laboratory.

CSTB shall send the Holder the audit report and, if applicable, the test report(s), with any observations it may have noted.

The Holder shall be allowed a certain lapse of time, set by CSTB and brought to its knowledge on transmission of the reports, in which it may convey its observations in writing and inform CSTB of the corrective measures and the schedule for their implementation.

When considering the audit report(s) as well as the test report(s) and the CE Assessment Committee's recommendations, if need be, one of the following decisions shall be taken:

- Should the reports reveal major non-conformities, CSTB shall decide to withdraw or suspend the CE marking certificate;
- Should the reports reveal no major non-conformities, the CE marking certificate shall remain valid. It is then regarded as being renewed.

7.1.3 Report to the CE Assessment Committee

CSTB shall inform the CE Assessment Committee of any severe anomalies or insufficiencies observed during the verification audits or during the tests.

Once a year, CSTB shall submit a report to the CE Assessment Committee, reviewing all the holders of CE marking certificates.

7.2 Sanctions

CSTB may impose the following sanctions against the Holder when the shortcomings below are detected:

- In the event of anomalies or insufficiencies detected during the audits and/or the tests, with regard to the CSTB Special operational procedures for the issue of CE marking certificates,
- In the event of non-response to the CSTB's requests to implement corrective actions following one or more disparities with relation to the CSTB Special operational procedures for the issue of CE marking certificates;
- In the event of non-compliance with the Holder's commitments as set down in Article 8;
- In the event of requests for motivated actions from the Authorities in charge of supervising the market.

Depending on the seriousness of the disparity detected, the sanctions are as follows:

- Simple warning with formal notification to define and carry out the appropriate corrective measure within a given lapse of time;
- Warning with an audit and/or additional tests, if applicable, to verify the implementation and effectiveness of the corrective measures;
- Suspension of the CE marking certificate with a given period of time for bringing into conformity;
- Withdrawal of the CE marking certificate.

Should the CE marking certificate be withdrawn, the Holder shall then lose once and for all the right to use the CE marking certificate. He shall undertake to return the certificate to CSTB and to suppress any possible copies.

Should the CE marking certificate be suspended, the Holder shall not be authorized to use the certificate as long as CSTB has not lifted the suspension measure applicable to the CE marking certificate.

The distributors' certificates issued on the basis of those certificates, whether withdrawn or suspended, are subject to the same withdrawal or suspension sanction. So the distributor shall apply the same obligations.

Should the CE marking certificate be withdrawn or suspended, the Holder shall initiate any measure required to prevent any consequences resulting from the marketing of non-compliant products.

8 THE APPLICANT'S COMMITMENT

The Applicant shall admit that he has read all the applicable contractual documents.

In addition, the Applicant shall commit itself:

- To comply with the provisions set out in these General procedures and Special procedures specific to the relevant product field;
- Not to submit to a CE marking application any counterfeited products;
- To implement the modifications required because of the evolutions of the General Procedures and Special Procedures reported by CSTB;
- To facilitate the performance of verification operations by CSTB auditors or subcontractors, particularly by authorizing access to the sites and to the production facilities, and access to all the necessary working documents such as the quality documentation related to the relevant product, and the CE marking-related instructions, and to provide all the safety ways and means required to carry out the above-mentioned operations;
- To forward to CSTB as soon as possible the test report drawn up by any laboratory notified by the State and entrusted by the Applicant with the task of performing the tests;
- To enact the decisions made by CSTB as part of the system of assessment and verification of constancy of follow-up performance (definition and implementation of corrective measures following a deviation detected, a sanction decision, etc.);
- To carry out the internal verifications incumbent upon it so that the CE marking certificate may be maintained;

- To use the CE marking only for the products in connection with the CE marking certificates, and reserve the trade name of the product presented only for products compliant with the CSTB Special operational procedures for the issue of CE marking certificates;
- Not to use any CSTB mark or logo within the framework of CE marking;
- To reserve the use of CSTB Notified Body identification number only for the products and under the conditions concerned;
- To make statements consistent with the scope of the CE marking certificate (Declaration of Performance and communication);
- To inform CSTB of any modification made to the basic file submitted during the application procedure that may have an impact on the constancy of performance of the product or on the conformity of the factory production control, and to inform CSTB of any definitive or temporary halt in the production of the product concerned by the CE marking certificate;
- To pay CSTB's management fees in accordance with the provisions in Article 12 below;
- For all the associated personnel of CSTB or its qualified subcontractors, to make sure that all the safety provisions concerning the working conditions, sites or equipment are in compliance with the regulations in force at the locations concerned;
- To accept the participation of observers during the audit, as the case may be;
- To examine and record all the complaints lodged by a third party, pertaining to the product covered by a CE marking certificate:
 - To make the records available to the certifying body, upon request,
 - To take any appropriate action related to those complaints or defects observed in the products, that affect their conformity to the certification requirements,
 - To provide documents pertaining to the actions undertaken.
- To stop using all the communication means referred to, to meet all the requirements provided for in the CE marking programme, and to perform any other measure required in the event of suspension or withdrawal of the CE marking certificate;
- Should copies of certification documents be made for any other person, to make a full reproduction of those documents.

9 CLAIMS AND APPEALS

The Applicant/Holder may dispute a decision provided that its objection is sent to CSTB along with the relevant evidence.

CSTB shall inform the Applicant/Holder of the claim outcome, after consulting with the CE Assessment Committee, if need be.

If the decision is confirmed, the Applicant/Holder may send an appeal to CSTB's Technical Director within 15 days of the notification of confirmation of the decision. On the basis of the opinion of CSTB's Certification Committee, CSTB's Technical Director shall give a ruling on the action to be taken.

Claims and appeals are not suspensive.

10 RESPONSIBILITIES

The issue of a CE marking certificate shall not exempt the Holder from the responsibilities incumbent upon it by virtue of the laws and regulations in force.

11 FRAUDS AND FALSIFICATIONS

a. Reminder

Any frauds and falsifications of the CE marking certificate are subject to the sanctions set down in Articles 29 and 30 of the (CE) Regulation no. 765/2008 of July 9, 2008⁷.

Should frauds or falsifications be detected regarding CE marking certificates, it is incumbent upon CSTB to institute legal proceedings before the market surveillance authorities, as stipulated in the Law in force, and to inform the notifying authorities and the other notified bodies.

⁷ Official Journal of the European Union no. L218, 13.8.2008, p21 et 30

b. Abuses likely to deceive the user

The following actions shall be considered as abuses:

- To cite as valid a CE marking certificate being processed which has not yet been issued;
- To cite as valid a CE marking certificate when it is under suspension or has been withdrawn;
- To give the same trade name to products covered by CE marking and to products that are not covered by CE marking;
- To use CE marking for products, the certificate of which has not been issued, or has been suspended or withdrawn;
- To cite information from sales manuals, catalogues or any other medium, that does not comply with the CSTB general or special operational procedures for the issue of CE marking certificates.

By registered letter with return receipt, CSTB shall communicate all wrongful use to the Applicant/Holder who shall immediately take all necessary steps to remedy within the period of time set by CSTB. Otherwise, CSTB may impose against the Holder one of the sanctions laid down in Article 7.2 mentioned above.

c. Legal action

Other than the above-mentioned actions, CSTB reserves the right to institute any legal action which it may deem necessary, and all third parties which consider themselves to have incurred prejudice shall also be free to seek appropriate redress, by legal action and for their own account.

12 TERMS OF PAYMENT

The costs related to the examination of the file are those in force at the date of submission of the Applicant's application in accordance with the CSTB's management fees for the issue of CE marking certificates.

The management fees related to surveillance operations shall be invoiced in advance, in the first term of each year, at the rate applicable at that time and based on the price list.

All the costs related to surveillance shall be revised at the end of each year, for an N+1 year application.

The audits and tests conducted by CSTB shall be invoiced once performed, at the rate applicable when decision was taken to carry them out.

The financial terms "Price list" in force may be requested by the Holder by mail to be sent to CSTB.

Each payment shall be made on production of CSTB invoices to the Applicant/Holder.

The Applicant/Holder shall pay the total amount due by bank/postal transfer or cheque payable to CSTB, under the following bank references, within a period not exceeding forty-five (45) days as from the date of issue of each invoice.

Penalties shall apply in the event of payment made beyond the deadline specified above and shall be calculated by applying to the amount left a rate equal to three times the legal interest rate in force, the latter coming into force on the first day past the deadline, no reminder being required.

Furthermore, should the amount due not be paid in full within three (3) months starting from the date of issue of the invoice, CSTB would not be able to conduct the surveillance provided for in the general and special procedures, which would entail the suspension with no further legal formality of the certificate(s) that can no more be certified.

13 RECOGNITION AGREEMENTS

Only CSTB is authorized to conclude overall or sectorial agreements with other French or foreign organizations within the framework of CE marking: recognition agreements regarding audit or test reports, mutual recognition of certificates, etc.

14 CONFIDENTIALITY

All the participants in the issue of certificates, in particular:

- The CSTB Certification Committee members,
- The CE Assessment Committee members,
- CSTB personnel in charge of examining applications for CE certificates,
- The auditors, including any subcontracting auditors,
- The personnel of the test laboratories, including the personnel of any subcontracting laboratories,

commit themselves to respect the confidentiality of all information, whatever form or type, to which they have had access during the process of issuing CE marking certificates, throughout the duration of the Contract, as well as in the five years following **the certificate** expiry date or date of withdrawal.

The CE marking certificates do not comprise any confidential information; therefore, the Holder shall allow CSTB to make it available to the public, in particular on its Web site.

CSTB reserves the right to publish the CE marking certificates with a view to providing users with the best information.

In addition, without there being any breach of confidentiality obligation as provided for in this clause, CSTB may be led to pass on the Contract and all or part of the documents supplied by the Applicant when submitting its application, if required in accordance with any applicable law or regulation (Article 53 of the CPR, in particular) or any legal decision enjoining it to do so.

15 DURATION

15.1 Duration of the Contract:

The duration of the Contract is unlimited.

15.2 Duration of the certificate:

The initial CE marking certificate shall be issued for an unrestricted period of time, provided that the results obtained from the surveillance audit and test reports are satisfactory (implying no major non-conformities).

During the use of the CE marking certificate, as laid down in the provisions of Article 8 mentioned above, the Holder shall inform CSTB of any modification that may have an impact on the constancy of performance of the product or on the conformity of the factory production control. If the modifications are significant with regard to the product that was the subject of the initial application, the Holder shall make a new application as specified in Article 6.1.

16 TERMINATION

a. At the Holder's initiative

The Holder, with no further legal formality, may terminate the Contract for all or certain of its products, for any reason whatsoever, in particular whenever its products are no longer manufactured/installed or whenever the production factory's activity has halted.

Such termination takes effect only after the expiration of a period of fifteen (15) days beginning on the date of receipt by CSTB of the registered letter with return receipt, remitted by the Holder, communicating the termination of its Contract with no further legal formality.

b. At CSTB's initiative

The present Contract may be terminated by CSTB with no further legal formality in the event of definitive halt in the issuing of CE marking certificates relative to a specific product field. CSTB shall then specify the transitional terms and conditions before the definitive halt in the activity.

c. The Holder's procedure for court imposed rectification or protection

The initiation of a procedure of court imposed rectification or protection does not entail the termination with no further legal formality of the Contract, if the latter is in progress at the date of initiation of the procedure of court imposed rectification or protection.

When CSTB is informed that a procedure of court imposed rectification or protection has been initiated against the Holder, it shall inform the legal administrator of the existence of this Contract and shall formally notify it by registered letter with return receipt that it is to declare the halting or the continuation of the Contract within a period of one month. If there is no response within this period or should the administrator not demand the continuation of the Contract, the latter shall be terminated with no further legal formality.

d. Termination for default

If one of the Parties fails to fulfil any of its obligations, whatsoever, and if the latter are not compensated for within fifteen (15) working days starting from the date of receipt of formal notice to remedy this failure to be sent by registered letter with return receipt, the other Party will be allowed to terminate the Contract with no further legal formality, notwithstanding the right to claim damages.

CSTB may terminate the Contract with no further legal formality, without prior notice and without further ado except the sending of a registered letter with return receipt in the event of:

- Failure which cannot be compensated for,
- Exceeding the deadline for settling the invoices as provided for in this Contract.

e. Consequences of Contract termination

Starting from the termination effective date, the Holder shall undertake not to use in any way the CE marking certificate issued by CSTB any more, nor to reproduce it on whatever medium.

In addition, the management fees related to the surveillance for the current year shall be kept by CSTB.

17 AMICABLE SETTLEMENT AND LITIGATION

The Contract composed of the General and the Special Procedures applicable, is governed by French Law.

In case of difficulty or of disagreement between the Parties with relation to the interpretation, the execution or the halting of the Contract, the Parties agree to seek an amicable settlement in the spirit of their contractual relationship.

They shall have a period of four (4) weeks to come to a settlement, beginning at the communication of the difficulty or of the disagreement by the most assiduous Party.

The Paris Courts alone shall be deemed competent to deal with any difficulty related to the interpretation or fulfilment of the Contract.

18 APPROVAL

The present CSTB General operational procedures for the issue of CE marking certificates were approved by the CSTB Certification Committee on April 4, 2013.

They cancel and replace the CSTB General operational procedures for the issue of CE marking certificates of January 30, 2006, as from July 1st, 2013.

APPENDIX 1

ROLE OF THE CERTIFICATION COMMITTEE AND OF THE ASSESSMENT COMMITTEE

1 CSTB Certification Committee

The CSTB Certification Committee deals with all the general issues pertaining to certification and assessment activities within the framework of CE marking.

The CSTB Certification Committee shall submit to internal rules and regulations that specify its remit, operating rules, composition, and the procedure for appointing its members.

Without any predominance of interest, the Certification Committee shall be composed of representatives of consumers, users, specifiers, manufacturers, certifying or technical bodies, experts or qualified persons, administrations and the CE Assessment Committee.

2 CE Assessment Committee

2.1 CE Assessment Committee's remit

For every domain related to CE marking, the CE Assessment Committee has been created.

This committee:

- Participates in the process of preserving impartiality:
 - o Traces back the information that may have an influence on the policies and principles relative to the CE marking certification activities;
 - o Participates in the decision process whenever it is appealed to for giving its opinion on any sensitive CE marking certification file(s);
- Contributes to the definition of the CSTB General and Special operational procedures for the issue of CE marking certificates;
- In the event of interpretation, participates in the tracing back of transverse information to the AG-GNB (European Coordination of Notified Bodies);
- Reviews each CE field and supervises the accreditation, among which the flexible scope;
- Is involved in the drafting of the CE marking annual report.

2.2 Composition of the CE Assessment Committee

The CE Assessment Committee is composed of representatives of CSTB, including European Coordinators and Quality Coordinators appointed by the Operational Departments, in addition to the Technical Department.

The composition of the CE Assessment Committee shall ensure a well-balanced representation of the various fields of activities.

The members shall be appointed by CSTB's Technical Department, upon proposal by the Operational Directors.

2.3 Functioning of the CE Assessment Committee

The CE Assessment Committee shall meet on the initiative of the Technical Department which holds the chairmanship and the secretariat.

One of the members may appeal to the CE Assessment Committee. A written consultation shall then be carried out or this Committee shall meet.