



## S-211e - Annex to certification agreement – Terms of certification

This document applies as an appendix to the certification agreement (S-210e) applicable to DVV

When conditions for product certification are changed, BK shall correct this annex S-211e as appropriate. BK sends out news mail about the changed terms to affected customers. Applicable S-211e has also been published at our webpage on [www.byggekvalitet.dk](http://www.byggekvalitet.dk)

### Relationship between Customer and Byggeriets Kvalitetskontrol (BK)

#### Customer with a prior product certification

The customer must send their quality management system (QMS) to BK in accordance with applicable requirements within the business area for which certification is sought.

The QMS is reviewed, and the customer is registered in BK's customer database.

If the customer is in possession of prior product certification, the customer proceeds to an ordinary inspection visit.

#### Customer without a prior product certification

At the request of the customer, BK can conduct an initial visit to assess whether the customer's QMS is adequate and whether the customer is ready for admission visits.

When the customer is assessed ready, admission visits are carried out where it is verified and assessed whether the QMS has been implemented and the product meets the requirements of the applicable Technical Requirement for DVV.

#### Ordinary inspection visit

Inspection visit shall be carried out at all the company's production sites in accordance with the TR for DVV.

Prior to each inspection visit, BK sends an audit plan to the customer containing information on purpose, criteria, scope, dates, and locations where audit must take place, expected duration and audit team members.

After each audit, the assessment report shall be drawn up with a precise, concise, and clear description of the completed audit. The assessment report is sent to the customer. If deviations are found during inspection visit, the customer must analyze the cause and describe specific corrections and actions initiated or planned corrective actions within a defined period. The customer's corrections and corrective actions shall be verified by BK. If BK cannot verify the correction or corrective actions within 6 months after the inspection visit, another inspection visit is carried out.

When all requirements are assessed, the Lead Auditor recommends product certification. The recommendation must be approved internally by BK. When the control activities have been approved, BK issues the product certificate/s with the time of commencement calculated from BK's decision on approval.

Companies that are on a reduced frequency of visits must submit in-house inspection records to BK within a period of 5 to 7 months, calculated from the last inspection visit. If BK has not received the in-house inspection records within the specified period, a reminder will be sent, for which a reminder fee will be charged in accordance with the applicable price list.

### Other terms

The parties to the agreement are always obliged to comply with the certification agreement concluded and the laws and regulations that apply.

BK may suspend a product certification if the Technical Regulations are persistently, continuously or seriously disregarded, if the customer does not allow or it is not possible for inspection activities to be carried out at the required intervals, or if the customer has voluntarily requested a suspension.

BK restricts the scope of product certification to not include the parts that do not meet the requirements.

If no correction is made of conditions which led to suspension or limitation within 6 months, product certification shall be withdrawn, or the scope of product certification shall be permanently reduced.

Furthermore, a product certification may be withdrawn if the customer does not comply with the payment obligations agreed in the certification agreement or engages in other fraudulent behavior.

The company is obliged to accept that the BK continuously sends information to the VinduesIndustrien about changes in the status and scope of the company's certification, while at the same time notifying the company itself.

The company is obliged to accept that BK may take pictures of products, procedures, instructions, working methods etc. for use in reporting audits.

The customer is informed if BK delegates inspection activities to external auditors or technical experts. The customer may object to the assignment of auditors and technical experts if there are doubts about impartiality.

The customer is obliged to comply with relevant orders and requirements given by BK.

On the DANAK-accredited DVV certification, the customer is obliged to allow DANAK to monitor the inspection visits of the BK.

The customer is obliged to take necessary measures to investigate complaints. The customer must register all complaints that come to the customer's knowledge regarding fulfillment of the certification requirements and make these registrations available to the BK upon request. The customer must initiate appropriate actions for such complaints and any defects found in products that affect the fulfillment of the requirements for certification. The customer must document these initiated actions.

The customer is obliged to provide information to BK immediately if there are circumstances that may affect the customer's ability to continue to meet the requirements for a product certification, including changes to the customer's contact information (address, telephone number, email address, included

addresses, VAT number, business form, replacement among responsible persons for product certification)

The customer must provide information to BK immediately if required competences are no longer available for the scope of product certification. The customer must provide information to BK as to whether external use of advice regarding product certification has been used.

### Other requirements

The customer can use BK's brand/logo in their marketing when the scope of product certification is clear, and the marketing is not carried out in a misleading manner. If product certification is withdrawn or restricted, the marketing must cease immediately or be restricted to its scope.

Where the company's marketing materials and documentation refer to the certification, it is a requirement that the customer invokes certification in accordance with the scope of the certification.

If it is found that the company uses certificates, brands, or other mechanisms to indicate that a product has been certified in a misleading manner in documentation, advertising or marketing material, the company is required to make a correction to put the situation in order. If this is not done within the given time limit, the certification of the company may be restricted, suspended, or withdrawn without further notice. Failure to comply with injunctions can ultimately lead to prosecution.

The company may not use the DANAK brand/logo.

BK can publish a list of assigned, suspended, or repealed product certifications on [www.bygge kvalitet.dk](http://www.bygge kvalitet.dk) with name information, associated normative document, scope, and geographic location for each certified customer.

BK is responsible for defects under danish law general rules on compensation, subject to the following limitations:

- BK is only responsible for direct damage, and never for operating loss, profit loss or other indirect damage.
- BK is not responsible for delay in the certification process, if the reason for delay can be attributed to the customer.

### Force majeure

There is no breach of the agreement if the performance of the agreement is prevented by death, war, civil unrest, nuclear war, natural disaster, fire, explosion, strike or similar event, which the party involved has no opportunity to foresee or prevent.