

Our / Your Reference

Date

Subject: Certification Agreement:

Dear

Please find attached our certification agreement, please read the following pages, and sign the approval on the last page.

Certification is provided in accordance with the requirements of the Construction Products Regulation 2011 (retained EU law EUR 305/2011) as amended by the Construction Products (Amendment etc.) (EU Exit) Regulations 2019 and the Construction Products (Amendment etc.) (EU Exit) Regulations 2020

If you have questions or need to discuss this agreement with us, please contact Cynthia Atinyo, Office Manager at TÜV UK Ltd.

We trust we have provided you with sufficient information and look forward to your response.

Yours sincerely

Joseph Stuart
BU Industry Administrator
Email: jstuart@tuv-nord.com
Phone: +44(0)20 82539919

Enc.

Certification agreement Acknowledgment TÜV UK Limited

Additional Location(s)

Your request

This standard specifies requirements for the conformity assessment of performance characteristics for structural steel and aluminum components, as well as kits marketed as construction products. The conformity assessment covers manufacturing characteristics and, where appropriate, structural design characteristics. Technical requirements are detailed in BS EN 1090-2 for steel, BS EN 1090-3 for aluminum, BS EN 1090-4 for cold-formed structural steel elements, and BS EN 1090-5 for cold-formed structural aluminum elements.

The UKCA/CE UKNI marking should be the sole indication that the construction product conforms to the declared performance and meets applicable UK regulations. This offer pertains to UKCA/CE UKNI conformity but does not authorize the use of the TÜV product certification label. For market recognition, the TÜV UK Conformity Mark may be used, subject to our terms and conditions and PC010 Use of Certification Logos, along with our Approved/Notified Body number.

The UKCA/CE UKNI marking and, where appropriate, the TÜV UK Approved/Notified Body Number shall only be applied when the equipment fully complies with the regulations. Equipment must be marked following the approval of the FPC System. The manufacturer must supply the names and signatures of individuals authorized to apply the UKCA/CE UKNI marking and/or the TÜV UK Approved/Notified Body Number. A written procedure for controlling the final UKCA/CE UKNI marking and TÜV UK Approved/Notified Body Number marking must be established and approved by TÜV UK Ltd.

The manufacturer shall issue a declaration of conformity referencing the Construction Products Regulations and shall not issue misleading or improper advertisements using the UKCA/CE UKNI symbol. Details of all equipment released bearing the TÜV UK Approved/Notified Body Number must be supplied. No company or location shall mark equipment with the TÜV UK Approved/Notified Body Number other than that shown on the relevant TÜV UK certificate. The manufacturer must continuously monitor products marked with the UKCA/CE UKNI marking in accordance with conformity assessment requirements.

All changes to products must be immediately reported to TÜV UK Ltd; otherwise, the products will not conform to applicable regulations. Any defects or damage identified after the examination, which were not detected or recorded during the examination, must be immediately reported to TÜV UK Ltd.

Where surveillance is essential for certification, the manufacturer must allow TÜV UK Ltd to conduct regular checks of production and/or testing facilities at the locations identified by the certificate of the applicable regulations, at the certificate holder's cost. Unannounced inspection visits, where applicable, shall be conducted at the applicant's cost, at a frequency determined by TÜV UK, considering the extent of the manufacturer's use of internal inspections and the status of the manufacturer's quality management system and the emergence of quality problems during production, sample the use of the TÜV UK Ltd Conformity Mark/UKAS Logo.

The holder of a TÜV UK Certificate shall not publish or copy TÜV UK Ltd certificates without the prior approval of TÜV UK Ltd.

TÜV UK Ltd. has been asked to provide a certification agreement concerning the assessment and evaluation of constancy of performance.

The Certification program consists of the following main elements:

- Initial inspection of the manufacturing plant and of factory production control, followed after successful completion, by the issuance of certificate of conformity of the factory production control;
- Continuous surveillance, assessment, and evaluation of factory production control in order to check the maintenance of the system.

Costs for the implementation and reporting are specified in the Approval Certification Agreement with reference to the certification rules with exceptions as specified in the Annex of the agreement.

Welding

The BS EN 1090 series of standards mandates that welding must adhere to the requirements outlined in the relevant section of EN ISO 3834. The applicable sections are as follows:

- Execution Class 1: BS EN ISO 3834-4 "Elementary quality requirements"
- Execution Class 2: BS EN ISO 3834-3 "Standard quality requirements"
- Execution Class 3 and 4: BS EN ISO 3834-2 "Comprehensive quality requirements"

If welding is part of your production process, evidence can be provided separately by obtaining accredited BS EN ISO 3834 certification for the relevant section. Alternatively, the assessment of the BS EN 1090 Factory Production Control (FPC) can include additional time and activities to cover this requirement.

Certification of the FPC BS EN 1090-1

Initial inspection of the manufacturing plant and of factory production control (INI-FPC)

The initial inspection will be carried out using the TÜV UK Ltd. checklist 'FPC Checklist,' which will be provided prior to the initial assessment. The Factory Production Control (FPC) system must demonstrate that the processes for executing work according to BS EN 1090-1 are sufficient to produce components that meet the requirements of the standard. The tasks for the initial assessment involve reviewing the systems, with detailed specifications outlined in BS EN 1090-1 Annex B.

If verification of any deviations is necessary, specific arrangements will be made within the scope of a verification visit.

Upon successful completion of the initial assessment, the output will be a Certificate of Conformity for the Factory Production Control.

Continuous surveillance, assessment and evaluation of factory production control (CS-FPC)

Following the approval of the initial inspection, regular repeats of the Factory Production Control (FPC) inspection should be conducted. This entails continuous surveillance, assessment, and evaluation of the FPC system to ensure its ongoing effectiveness and operation.

If changes are made either before or between assessments subsequent to the certificate issuance, it is imperative to report these modifications to TÜV UK Ltd. This reporting is necessary as it may result in amendments to the certificate's validity and the UKCA/CE UKNI marking. Such changes include:

- New equipment and / or processes,
- Change of personnel,
- Other welding processes, basic materials and paired WPQR (Welding Procedure Qualification Record)
- Expansion of production establishment,

(If in doubt, please forward the amendment via email to enquiries.uk@tuv-nord.com with you reference -
dated in the title of the e-mail).

The frequency of continuous surveillance, assessment, and evaluation of production control is normative and legally defined in the standard. It varies depending on the Execution Class (EXC):

- For EXC 1 & 2: Initially, surveillance occurs once per year for one year, followed by once every two years, and then once every three years, unless there have been changes during this period as outlined in the examples.
- For EXC 3 & 4: Initially, surveillance occurs once per year for two years, followed by once every two years, and then once every three years, unless there have been changes during this period as outlined in the examples.

However, if the BS EN ISO 1090-1 Factory Production Control (FPC) system is assessed in conjunction with ISO 9001 (with or without BS EN ISO 3834), the surveillance assessments will be annual.

If verification of any deviations is necessary, relevant agreements for a verification visit will be arranged.

Upon successful completion of the continuous surveillance, assessment, and evaluation of the factory production control initial assessment, the output will be the extension of the validity of the Certificate of Conformity for the factory production control via a letter of confirmation.

Additional visits

If additional visits are required due to inspections, this will be communicated in advance and in consultation with the client. Any extra effort will need to be reimbursed at the applicable rate.

Other particularities

The prices outlined in the agreement do not include VAT charges. Additionally, our quoted prices exclude travel and other expenses, which will be invoiced at cost. VAT will be applied at the relevant applicable rate.

Period of execution

In consultation with the assignor.

Conditions on execution

The aforementioned amounts are fixed, except in the following cases:

- Additional work resulting from further active effort, which will be communicated in advance and executed only with your explicit approval.
- Execution of verification visits, if applicable.

Special circumstances/conditions:

If you possess an EN ISO 3834 certificate that corresponds to the scope of EN 1090-1, issued by TÜV UK or another accredited body, a reduction in the EN 1090-1 audit fee will be applicable. This reduction is outlined in the agreement. However, if the certificate is terminated, if significant deviations occur, or if it does not meet the requirements of EN 1090-1 and EN ISO 3834 welding standards, this price reduction may become invalid. This risk does not pertain if your EN ISO 3834 certificate is issued by TÜV UK.

Should there be alterations in legislation and/or standards directly linked to EN 1090-1, you are required to adhere to and integrate these modifications within the contract duration.

In the case of unresolved deviations following an audit, contract termination cannot occur without first rectifying the deviations and acquiring our approval.

If the contract is suspended or terminated, each Approved Body is required to report this to the national market surveillance authority.

Certificate validity inquiries can be made via email.

Verification visits:

If further verifications are deemed necessary following inspections, this will be communicated beforehand and in consultation with the client. Any additional effort required will be reimbursed at the applicable rate.

Planning:

Upon receipt of the statement of approval indicated on the final page of this agreement, the process will commence, contingent upon the planning from both parties post-order placement. Reports, checklists, or deviation messages will be compiled and transmitted as necessary through file and product research.

Conditions of order approval:

The fees remain fixed for the initial year, except for any extra tasks stemming from ongoing support efforts. These additional tasks will be notified in advance, and your explicit consent to undertake them will be necessary. If complexity is misjudged or if there is limited information available at the agreement's time, additional cost agreements may be necessary. Additional work prompted by identified deviations necessitating significant reassessment will be subject to an additional cost agreement. Agreement on additional expenses can be reached via email, a supplementary agreement, a purchase order, or an oral promise confirmed by TÜV UK through email or formal letter.

Invoicing

The invoice will be dispatched no later than 2 weeks before the inspection commences. It will encompass 100% of the total costs as delineated in the offer and must be settled in full within the time frame stipulated by TÜV UK, typically 30 days from the invoice date. However, if there are additional expenses arising from the audit, these will be invoiced separately afterward. Travel costs will be billed separately as specified in the statement of approval. All amounts mentioned exclude VAT and are based on the price level effective as of . Rates may be subject to adjustment in line with the annual price increase determined by TÜV UK, with relevant information communicated accordingly, indexing per calendar year is in accordance with our Terms and Conditions. Your agreement to TÜV UK's general terms and conditions is presumed. These terms and conditions can be reviewed on our website: <https://www.tuv-nord.com/uk/en/our-company/terms-and-conditions/>.

Rolling Agreement:

This agreement shall be deemed a rolling agreement and unless terminated by either party in accordance with the terms herein, it shall continue in force indefinitely.

Termination:

Either party may terminate this agreement upon providing a minimum of 90 days written notice to the other party prior to TÜV UK performing any further activities under this agreement. Termination shall be effective at the end of the notice period. Additionally, failure to adhere to the terms and conditions outlined in this agreement, such actions may render the agreement null and void

Approval of the certification agreement:

We request the use of the additional approval certification agreement. Upon receipt of this form, we will provide the requested information, including the signature, name, and function of an authorized signatory for the organization.

Feedback

We value your input and would love to hear your thoughts! Please share your feedback with us by visiting our [feedback page](#)

Outsourced Certification Activities

Where applicable, TÜV UK may outsource certain certification activities to external entities. These activities are limited to those permitted under the relevant accreditation and conformity assessment requirements and are conducted under the full responsibility and control of TÜV UK.

At the time of signing this Agreement:

Certification activities

have been outsourced
have not been outsourced

If outsourced, the following entity(ies) are involved in delivering certification activities on behalf of TÜV UK:

Outsourced Entity Name: A
Scope of Outsourced Activities:
Accreditation Status (if applicable):

The client will be informed in writing of any changes to the outsourcing arrangements, including the name and role of any new outsourcing entities, prior to commencement of any affected activities.

All outsourced activities remain under the control and responsibility of TÜV UK, and the confidentiality, impartiality, and competence requirements of this Agreement apply equally to all outsourced entities.

We trust this agreement is satisfactory.

Attachments:

Attached to this document are:

1. Certification Agreement Acknowledgment
2. GOP017F001 New Customer Setup (Invoicing Information)

The documents below are accessible on the TÜV UK website (click the document below to open). The individual signing this Certification Agreement is responsible for ensuring they have read, comprehended, and agreed to all the documents listed.

1. [General terms and conditions](#)
2. [PC005 Certification Agreement](#)
3. [PC006 Use of UKCA or CE UKNI Mark and Approved or NoBo Number](#)
4. [PC004F001 Application for Certification](#)
5. [PC010 Use of Certification Logos](#)

Dated:

The quotation provided by the TÜV UK does not constitute an offer and is only valid for a period of 60 days from its date of issue. We believe that the certification agreement meets your requirements. By signing this Approval Certification Agreement, you agree to the [Terms and Conditions](#) for the Supply of Services of TÜV UK; [PC005 Certification Agreement](#), [PC006 Use of UKCA or CE UKNI Mark and Approved Body Number](#) and [PC010 Use of Certification Logos](#).

Hereby assigns the certification activities as detailed in the certification agreement with reference dated

On behalf of:	Name (Print)	Signature	Date
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On behalf of:	Name (Print)	Signature	Date
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On behalf of:	Name (Print)	Signature	Date
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TÜV UK Limited, AMP House, Suites 27-29, Fifth Floor, Dingwall Road, Croydon, CR0 2LX
Phone: +44 (0) 208 680 7711 Email: Enquiries.UK@tuv-nord.com Web: www.tuv-nord.com/uk

Company Name	
Address	
Post Code	
Telephone No	
Fax No	

Trading / Invoice Name (if different from above)	
Address	
Post Code	
Telephone No	
Fax No	

Company Registration No	
VAT number	

Accounts Contact Name	
Email Address	
Telephone No	

Purchase Order Contact & Tel No.	
Email Address	

Payment Terms	30 Days from the date of Invoice
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Main Contact Details	
Telephone Number	
Fax Number	
Email Address	

Name		Signature	
Position		Date	