

Objective

Regulation procedure and principles of the analysis on the services of the establishments made by IEP according to Turkish Standards and/or EN Standards within the scope of ATEX Directives and the certificates given as a result of the examination test and using these certificates.

Scope

It covers the activities of IEP Certification Center in the fields of,

- Conformity assessment and certification of Facilities within the scope of ATEX 2014/34/EU Directive,
- Conformity assessment and certification of Services within the scope of ATEX 2014/34/EU Directive.

Liability

IEP Examination Test and Certification Manager, Certification Commission, Management Representative, Examination and Test Unit Supervisor

Related Documents	
Procedure of Control o	f tł

Related Documents	
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Procedure of Corrective Actions	PR – 05
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Abbreviations and Descriptions

• IEP Uluslar Arası Enerji Petrol Gözetim , Sertifikasyon Ve Teknik Hizmetler Organizasyonu Tic. Ltd. Şti. (IEP International Energy Petroleum Supervision Certification and Technical Services Org. Inc. Co.): IEP Certification Center

• Applicant (Establishment): Natural or legal person applying to IEP for examination test and certification by undertaking the liabilities IEP proposed.



• Certificate Owner (Establishment): Natural or legal person entitled to get examination and test certificate on the services pursuant to the attested technical criteria on the related directive and/or standard after performing the liabilities IEP proposed.

• Agreement: The contract signed between IEP and applicant to give the right to use IEP – ATEX brand (Agreement of Examination Certification)

- Regulation: ATEX Directive (Regulation)
- Report: The document given as a result of examination test

• Certification: The document drawn up according to the examination test and certification processes as a part of this instruction and IEP quality system.

• Special Analysis: The analysis made to give document/report to the applicant establishment upon the special request.

• Expert of analysis or examination: The person(s) appointed to make the required analysiss and to report analysis or examination test results within the scope of this instruction principle according to ATEX Directives, Turkish Standards, EN Standards and regulation, in the premises of the establishments.

• Expert deciding on examination test and certification: The person who decides in the way to maintain objectivity, independency and transparency principles on the evaluation results of analysis expert and is appointed by Test Unit Supervisor, works within the body of IEP and has knowledge and experience on examination test and certification services. This expert who decided on examination test and certification services and makes the final decision of analysis and examination test and certification, after receiving the evaluation and application reports from examination test and certification units, within the principles of this instruction.

Application

A - Terms of Application and Approval

Establishments apply with Application form / Form of test demand or demand petition.

Demanded documents regarding the application type during the application process are stated in the Examination test and Certification Form. Other documents are demanded according to the application scope.

Application form is signed by the authority of the establishment or the authorized representative.

Establishment that hands in the application form to the analysis or examination test and certification unit after signature is deemed to have accepted the terms of this instruction.

If the applicant establishment is founded on the grounds of production place, the application is accepted.

If applicant establishment is in the production or in the service on other premises, only when there is notary certified agreement between the establishments in the frame of related laws. One application form can be used for the application of the same facilities for different Standards. Separate application forms should be filled for the certification of different facilities. If the facility applied for facility certification is a branch of another establishment of which headquarters is placed in a different address, the establishment has to provide Trade Registry Gazette or Craftsman Registry Gazette along with application form.



For the approval of the application, advance payment should be made, only the applications with advance payment are put into process, missing documents can be completed during analysis or examination test. Analysis or examination test process can not be finalized with missing document.

If the establishment uses a different brand than the registered company brand, a document is requested stating that the establishment has applied for Brand Registry for the product and preliminary survey is completed during the application of analysis or examination test and certification. For the completion of Brand Registry processes, a year is given from the date of examination test and certification.

For the establishment rendering service within the scope of ATEX Directives, the establishments and brands on the certification should be registered in the Directorate General of Protection of Consumers and Competition of Ministry of Industry and Commerce.

The fields of service of Service / Facility analysis or examination test and certification units are explained on <u>www.iep.com.tr</u>

It does not mean that application of the establishment and acceptance of this application will result positive in examination test and certification process.

Feasibility of the applications are examined by examination and test unit supervisor according to accreditation scope and approved on Application/Demand Form.

Service flow is explained on the plans drawn up for each activity.

B - Applied Operations

B.1 - Analysis or Examination Test

It is the examination test and conformity assessment made by expert of evaluation or examination test, after the acceptance of the application in the scope of this instruction, according to related Regulation, EN / Turkish Standards / Criteria. A copy of form of test demand / application form of Examination Test and Certification is handed to the concerned personnel.

The personnel record the observations and data during examination process (examination plan, name lists, hand write records, possible environmental circumstances etc.) on related Examination and Test Reports / Analysis Reports by defining the time.

The process related to this operations requires examination test of the product and the facility.

B.2 – Evaluation

Expert(s) of analysis or examination test hands in the report evaluation showing that there has been analysis or examination on site of production, to Examination Unit Supervisor / IEP Examination Test and Certification Manager. Examination Unit Supervisor / IEP Examination Test and Certification Manager verify if the examination process has been made according to the defined conditions, and controls all of the calculations and data transfers. If needed, transfers the folder to Commission according to the quality plans. During control and verifying process, in addition to analysis – examination – test reports, Application Form of Examination Test and Certification and Form of Test Demand is also controlled. It is controlled if the processes are pursuant to the demand and conditions. According to the decision, process is continued.

B.3 – Negativity on Analysis / Examination and Test

The inadequacies emerged in consequence of examinations can be as negativities determined in forms of document – examination and test results -, applications or physical conditions.



The negativity on Examination and Test Result according to the related specification / standard / regulation is recorded on Negative Report and sent to the establishment.

Negativity on Examination and Test Result for Certification Purpose: Examination test and certification process is not continued. Negative aspects are recorded and sent to the establishment. New sample or correction on the sample is demanded to repeat examination and test. Maximum 6 month is given to establishment. In the case of exceeding the time limit, the offer is renewed.

Negativity on the documents: Examination test and certification process is continued. But the negativities are recorded to the report and the applicant establishment is required to correct or complete them. If the establishment completes the documents, examination or analysis results positive.

Negativities determined on the applications or physical conditions: Examination test and certification process is continued. But the negativities are recorded to the report and sent to the establishment. Maximum 6 months is given to establishment to clear the negativities. At the end of the given time, analysis is repeated. If the establishment clears the negativities, examination or analysis results positive. In the case of exceeding the time limit, the offer / agreement is renewed and the establishment is examined again.

If negative result occurs on certified establishments, suspension / termination / warning or advice processes are applied according to the negativity.

B.4 – Issuing Certificate and Report

If the result is positive at the end of analysis, the certificate requested is issued and sent to the establishment.

The reports prepared for examination and test are sent to the owner of establishment.

If the establishment is in the activity of its own produced or imported products, establishment's own name is written on the document prepared. If the establishment does not produce or import, importer/manufacturer's name is written on the document.

B.5 - Interlude Control

Periodical analysis made in the frame of this instruction by examination test expert(s) to control if examination test certified establishment applies with related EN and Turkish Standards / Criteria or ATEX Directives. Interlude controls include the service fields defined in quality plans and are explained in these plans.

If needed by IEP, IEP can increase the number of interlude controls.

B.6 - Address Change

It is the analysis, in the event of address change as a result of moving, made in the frame of this instruction by examination test expert(s) to control if establishment continues to apply with related EN and Turkish Standards / Criteria or ATEX Directives on its new address. The process of this subject is explained on B1 and below.

B.7 - Scope Extension

It is the addition to the document scope of certified establishment as a result of examination test. When the certified establishment applies as it is explained in application chapter, it is the analysis made by examination test or analysis expert(s) to recompose the scope of the documents according to



the related standards or technical criteria. The process of this subject requires analysis on site and examination tests on site or at subcontractor laboratory.

Scope extension by adding establishment on the certificate is recomposing the scope of the document when standard or technical criteria allows. The process about this subject is performed in Examination Test and Certification Unit.

B.8 - Scope Restriction

It is the proceeding of extraction subject from the establishment certificate. The process about this subject is performed in Examination Test and Certification Unit.

B.9 - Handover

In the event of handover of the examination test certified establishment or its shares in a way to change the owner the establishment, current certificate is terminated. The establishment should apply again to get the certificate. The process of this subject requires analysis or examination tests on site.

B.10 - Change of Regulation / Standard or Technical Criteria

In the event of change on the Regulation or standard / technical criteria to which the certified establishment is related to, they are the procedures applied to comply with new conditions. It is determined by technical evaluation of Certification Unit if the changes require analysis or examination test.

If the changes on Regulation, Standard or Technical Criteria on which certification is based do not require additional terms, the certificate is renewed without analysis or examination test on site. Otherwise, the examination of the establishment is made according to the changed Regulation, Standard or technical criteria.

In the event of change on Regulation, Standard, the transition time is limited with expiry date which is on the certificate. At the end of this time, the transition to the changed Standard or Regulation terms are completed.

If Regulations or standards change during analysis or examination test, the process is completed according to the standard or regulation which has started the process.

If the establishment has to be analyzed for any reason whatsoever between the date the Regulation, Standard has changed and the transition date, the analysis or examination test is applied according to the changed Regulation or Standard.

The certified establishment is informed about the changes on Regulation, standard or technical criteria on which certification is based. This notification does not remove establishment's obligation of following the changes on Regulation, Standard or technical criteria.

At the end of the given time, related standard is excluded from scope of the document of the certified establishment which does not apply the required adjustments.

B.11 - Changes on the Conditions of Certified Establishment

They are the changes on the conditions of certified establishment and breaking the conformity to related Turkish standard / criteria such as reorganization, restructure. The establishment is liable to inform concerned Examination Test and Certification Unit about these changes in 30 (thirty) days.



It is determined by technical evaluation of Certification Unit if the changes require analysis or examination test.

If the decision that analysis or examination test should be made, analysis or examination test is performed at the establishment according to the principles of the instruction by analysis or examination test expert(s).

B.12 - Title Change on Certified Establishment

They are the proceedings which will be applied in when there is change on certified establishment's title. New document is issued according to new status of establishment if the documents listed application chapter of this instruction is handed in by the establishment. The process about this subject is performed in Examination Test and Certification Unit.

B.13 – Validity Periods of Certificates

Validity period of service certificates is 1 (one) year. Validity period of facility certificates is 3 (three) years. When the validity periods of the documents are expired, validity periods are extended upon the application concerned examination test and certification unit.

If there are not any changes on the conditions on which the certification is issued, original copy of the document of the establishment is taken and a new document is issued.

By the way, there is no need for renewal of the agreement. As long as the right to use the document is valid, first signed agreement continues to be valid.

The process about this subject is performed in IEP examination test and certification unit.

B.14 - Customer Complaint

In the event of a complaint from the customer to IEP about certified product, they are the processes applied to the certified establishment by Examination Test and Certification Unit.

It is determined by technical evaluation of Certification Unit if the concerned complaints require analysis or examination test.

If the concerning complaint requires for analysis of examination test, analysis or examination test is performed by the expert(s). These activities are performed according to Procedure of Assessment of Objections and Complaints.

B.15 - Loss of Document

When the certified establishment applies for a new certificate stating the loss of the original certificate, the application should be made with a petition stating that the certificate is lost and a gazette notice of loss to certification unit. In this case, the certification is rewritten and given to the establishment.

B.16 - Transfer of Document

Certification owner can not transfer and hire the right to use the certification and related certificated brand to a natural or legal person.

C - Activity against Instruction and Suspension, Termination and Revoking of the Certificate

C.1 - Suspension of Certificate or Agreement



The certificate or agreement is suspended according to the agreement signed with certified establishment, if the conditions below occur.

- a) Activities against the instruction of examination test and certification,
- b) Not performing the required activities as a result of the lacking on the service the establishment renders,
- c) Establishment request on reasons such as strike, lockout, natural disasters and force majeure,
- d) Not complying with the terms of service of IEP Examination Test and Certification Brand,
- e) Determining that the establishment has lost the conformity with the terms of examination test and certification, while the document is effective (if the situation which causes to lose the conformity can not be corrected, it can be terminated).
- f) Not renewing the document or agreement in the last month when the document or agreement expires,
- g) Not discharging financial liabilities.

Concerned Examination Test and Certification Unit has the right to suspend the certification or agreement if similar situations, which are not defined above but may happen, occur.

The establishment is informed about suspension decision with written notification. Suspension period of the document or agreement is maximum 2 (two) months.

After the notification of suspension of document or agreement, the establishment ceases to use the document and IEP Examination Test and Certification Brand.

In the following 30 (thirty) days upon the notification of suspension decision, the establishment returns the original copy of certificate / agreement to IEP Certification Center. If it is not returned, it is terminated at the end of 30 (thirty) days.

Examination Test and Certification Unit has the right to publish the suspension decision with justified reason on Official Gazette, IEP publications (on web site) and daily newspapers.

If the establishment does not return the certificate / agreement stating the loss of it, the establishment applies to IEP Certification Center with a petition stating that the certificate is lost and a gazette notice of loss.

The establishment cease all of the declarations which will lead the customer misdirect.

During the suspension of certificate / agreement, the establishment explains the situation of the certificate / agreement to the customers and potential customers when needed.

If the reason of suspension is inappropriate service, the establishment should establish a system to revise all of the services it renders. This revision service should include procedures of recalling and repeating the service.

The suspension date is the date of notification to the establishment.

If the reason of suspension is removed during suspension period, the suspension of certificate / agreement is cancelled and resumed.

C.2 - Return and Termination of Certificate / Agreement

The certificate / agreement given to the establishment is returned and terminated in the event of conditions below.

a) Not clearing the reasons of suspension until the end of suspension period.



- b) Determining that the establishment has lost the conformity with the terms of examination test and certification,
- c) The services endangering the security of life and property,
- d) Bankruptcy of the establishment,
- e) Handover / sale of the establishment,
- f) Ceasing the services within the context of certificate / agreement,
- g) Using the certificate / agreement in different purposes than defined on the certificate / agreement,
- h) Giving wrong information to IEP and/or complicating the analysis,
- i) Misleading usage and misapplication of certificate / agreement,
- j) Not being present on the stated address on certificate / agreement,
- k) Change on the establishment's legal personality,
- I) Falsify on certificate / agreement,
- m) Not accepting the request of analysis or examination test from IEP without defining time or requesting the cancellation of analysis,
- n) Upon establishment's own request.

IEP Certification Center has the right to return the certification or agreement upon the decision of IEP Examination Test and Certification Manager, if similar situations which are not defined above but may happen, occur.

The establishment is informed about decision of return with written notification. IEP Certification Center has the right to publish the decision of return and termination of certificate / agreement with justified on Official Gazette, IEP publications (on web site) and daily newspapers.

When the given certificate / agreement is returned, the establishment is excluded from the certified establishments. The establishment should return the certificate / agreement to IEP Certification Center in 30 (thirty) days following the notification of return of certificate / agreement. If the establishment does not return certificate / agreement, legal action is initiated.

If there are unpaid invoices of the establishment whose certificate / agreement is returned, execution proceedings are started.

Money return is not made in no way to the establishment whose certificate / agreement is returned. Return date of certificate / agreement is the notification date

C.3 - Misapplication of Certificate / Agreement

If the establishment uses IEP ATEX Brand for an unapplied service, current certificate / agreement is returned, agreement is terminated and legal action is initiated.

Legal action is initiated to disadvantageous of the establishment, which uses IEP Brand even though having any certificate, because of causing tangible damages to IEP by not entering into agreement.

Until the legal processes conclude, new application of the concerned establishment is not accepted, if applied, it is not put into process until legal actions conclude.

D - Objection, Complaint and Conflicts

The processes of evaluation and setling the complaint to examination and test results from customer or consumer are performed according to "The Procedure of Objection and Complaint Evaluation".

E - Rights and Liabilities of the Certified Establishment

E.1 - Liabilities to IEP



Establishment is liable to provide all of the documents and information requested by IEP true, complete and accurate, to submit the records and documents related to these, to provide convenience on certification process.

The establishment can use the certificate / agreement on the services after entering into agreement, on its advertisements on written and visual media, as it is defined on the agreement.

The establishment can only use the certificate / agreement given by IEP on the address defined on certificate / agreement, within the scope of certificate / agreement and only for the subjects defined related regulation, standard.

The establishment is liable to accept the declaration and commitments of the establishment representing it as its own declaration and commitments, on examination test and certification activities and on the correspondence with IEP Certification Center.

The establishment is liable to render service according to the conditions defined about the certified service / facility and to provide this service as long as it is certified.

If there are any changes on the quality system, service process, place of service, administration, structure, ownership of the establishment and applied Regulation, Standard or Criteria, the establishment is liable to inform IEP Certification Center about this changes as soon as possible (maximum 30 days) and to send the documents related to these changes. IEP Certification Center decided on what will be applied in view of these changes.

If the establishment cease to render or cancel the service, it is liable to inform IEP Certification Center in black and white.

The establishment has to provide the documents of analysis or examination test, entrance to all indoor and outdoor places, all of the records, all of the personnel and customer records within the scope of analysis or examination test, to analysis or examination test expert.

The establishment can not transfer the right to use the certification to anybody or any establishment.

The establishment is liable to provide transportation to analysis or examination test expert on request of IEP Certification Center.

The establishment can not declare that its services which are not within the scope of certificate / agreement are certified, and use the right to use of the agreement in a way to mislead the customers. The establishment is liable to define to distinct the certified services from non-certified services on advertisement, promotion and similar activities and to behave in accordance with the warnings and requests of IEP Certification Center about this subject.

Terms of use of IEP Examination Test and Certification Brand are explained on "Instruction of Use of Certificate / Brand and Logo". This instruction is available on IEP's web site.

The establishment is liable to comply with the rules described here, the establishment can not use the certificate / agreement in a way to destroy IEP's reputation and declare misleading and unauthorized way.

If document / agreement is suspended, the establishment can not use the advertisement addressing to the certificate or agreement during suspension period and has to return the certificate / agreement to IEP Certification Center within the time defined in chapter 6.



If the certificate / agreement is cancelled, the establishment can not use the advertisement addressing to the certificate or agreement. In this case, the establishment is liable to destroy all of the documents addressing to certificate / agreement. It is liable to return the certificate / agreement to IEP Certification Center within 30 (thirty) days.

The establishment can not copy the certificate / agreement partially or in a way to complicate reading, falsify original one or copies of the documents.

The establishment is liable to perform the activities requested in the given time, during analysis or examination test.

The establishment is liable to follow the notifications on IEP's web site.

These notifications are equivalent to the notification sent to the address of certificate / agreement owner.

The establishment is liable to pay the costs accrued to its name about the services within the scope of this instruction.

If IEP Certification Center is not informed about address change, the notices to the address of the establishment which is recorded on IEP Certification Center, are deemed to be made legally even though the address is changed.

The establishment should record any complaint from third parties and keep them available to provide to IEP Certification Center. It should take precautions to prevent the unconformities during service which will affect the conformity to related Regulation, Standard or Technical Criteria and document these precautions.

The establishment is liable to compensate pecuniary loss and intangible damages which will result from the services which are not in conformity with related Regulation, Standard or Technical Criteria defined by IEP and its own mistakes. This liability covers conjointly the assets of establishment owner and if available shareholders and directors.

E.2 - Liabilities of Certified Establishment Owner to the Customers

The establishment is liable to the costumers to compensate pecuniary loss and intangible damages which will result from the services which are not in conformity with related Regulation, Standard or Technical Criteria defined by IEP and its own mistakes. This liability covers conjointly the assets of establishment owner and if available shareholders and directors.

The establishment is liable to repair the complaint, damage on the customer's own property and defective service or exchange it with a new one or pay the purchase price at once upon the customer's own request and IEP's warning.

In case of conflicts, the decision of IEP is the final decision.

E.3 - Liabilities of Examination Test and Certification Units

(Liabilities of IEP Certification Center to certified establishment)

The liabilities of IEP Certification Center are limited with the proceedings applied.

IEP Certification Center treats to the service receiving establishment in principles of independency, objectivity, equal treatment, honesty, transparency, secrecy. It renders service according to this instruction and quality system and ethical principles shaped in the frame of this rules.



IEP Certification Center complies with secrecy principle about the documents and information gathered during examination test and certification service, from the service rendering establishment.

IEP Certification Center does not give any information to third parties without written permit of the establishment, except the information and document requests of competent authorities and legal authorities according to the agreement and legal acts.

The changes on Examination Test and Certification are published on IEP's web site before the application to gather opinions of the related parties and applicant establishments and certified establishments and to provide time to get ready for the application.

F - Financial Issues

F.1 - Defining Prices and Paying

The prices defined in these instructions are determined and approved and come into force by IEP Management. The prices are actualized according to the defined amount. IEP keeps the right to change "**Rate Card of Examination Test and Certification**" which defines financial issues without prior notice or notification.

F.2 - Advance Payment of Conformity Examination Test Expenses

Advance payment is taken offsetting from the expenses related to examination test services from the applicant establishment demanding examination test.

After the completion of examination test processes, if advance payment of examination test cost is lesser than invoice amount, increasing quantity is returned to the applicant establishment upon the request. If advance payment of examination test cost is higher than invoice amount, the difference between the costs is collected from applicant establishment.

F.3 - Cost of Document

In the process of issuing the document again because of the reasons arising from the establishment, it is the documentation cost accrued cash for each document.

F.4 - Cost of Technical Services

It is the cost accrued cash for the analysis or examination test performed in the establishments.

F.5 - Travelling expenses and accommodation costs of analysis expert(s)

It is the total amount of the expenses of travel and accommodation of experts sent to the establishment for analysis and examination, which is accrued cash.

F.6 - Cost of Special Analysis or Examination Test

It is the cost accrued cash in return of the requests of special analysis or examination tests.

F.7 - Unpaid Costs

The parties receiving examination service is liable to pay the actualized invoices in 30 (thirty) days. Unless the service invoice is paid, examination test and certification process is not completed; document/report is not hand in to establishment.



The debt related to the unpaid invoices of applicant is to be paid with imposed late fee. Interest rate is the interest rate determined for the establishments collecting the debts according to Law on Procedures of Collection of Public Receivables number 6183 and defined with bylaw according to the same law Article 51.

Financial issues related to examination test is defines with "Rate Card of Examination Test and Certification".

F.8 - Way to Pay

Applicant establishment can invest the invoice amount to IEP in return to receipt. Except this, payment can be made through IEP accounts in the banks.

F.9 - Pricing in the event of withdrawal of service demand

In the event of withdrawal of service demand during any phase of examination test conformity, the expenses related to the services until the notification of this issue to IEP Examination Test and Certification Center is actualized to applicant establishment.

The invoices of the received services actualized to the establishment are paid by the establishment.

G - General Provisions

G.1 - General Rules

Applicant establishments are deemed to have accepted the provisions of this instruction wholly. In the event of controversy, in addition to the courts and enforcement office defined in the agreement, Izmir Court and Enforcement Offices are also authorized.

IEP develops and implements the precautions and procedures required for the control and analysis of the service given. To guarantee the reliability and prestige of the examination test activities, IEP keeps the right to apply new processes needed and to constitute additional precautions.

IEP Certification Center is authorized to grant a time to extent the agreement which gives the right to use the certificate to the establishment, upon the written request of certified establishment in the event of ceasing the service because of reasons such as lockout, strike, unable to take order or deplete stocks, natural disasters and similar reasons. During this time, all of the rights of IEP Certification Center are protected.

IEP has all of the copyrights of examination test documents used in examination test procedures and prepared by IEP and these documents can not be copied or manipulated partially or wholly.

IEP always has the right to change this instruction. But acquired rights are valid until the expiry date of the certification. Renewal of certification is performed according to the instruction in force.

Written notice to the address is deemed to have been made to the establishment. The announcements in any publishing media or on IEP web page stand for written notice to the address.

Applicant establishments are liable to follow the general applications of IEP Certification Center and all of the information related to them on IEP's web page.

H – Safety and Security of Examination Processes

They are explained on the Procedure of Safety and Security of Examination Processes.



PREPARED BY Examination and Test Unit Supervisor SIGNATORY IEP Examination Test and Certification Manager