



Österreichische Vereinigung für das Gas- und Wasserfach
A-1010 Wien, Schuberting 14
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To the
Österreichische Vereinigung
für das Gas- und Wasserfach
Schuberting 14
A-1010 Vienna

APPLICATION

for

- award
- renewal
- supplementary (modification)

of

- ÖVGW Quality Mark for Gas
- ÖVGW Quality Mark for Water
- ÖVGW Quality Mark for Water/GRIS
Quality Seal
- ÖVGW Quality Mark for Hydrogen

Applicant (Invoice Recipient)

ÖVGW-Member:

No Yes (Membership Number: _____)

(exact designation or company stamp)

VAT-no.: _____

Phone: _____

Fax: _____

Email: _____

Contact person: _____

Product/Proposed Scope of Registration (please state the exact model designation and the total proposed scope of registration that is to be tested and inspected by the selected Testing and Inspection Body)

For continuation see attachment

Supplement/Modification (if supplements/modifications are proposed, please provide details here)

For continuation see attachment

Manufacturer/Country of Origin

Compulsory Representation of the Applicant in Austria
(Name, Address and Telephone Number)



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Any Further Representations of the Applicant in Austria

(Name, Address and Telephone Number)

Any Representations of the Applicant in Other EU Member States

(Name, Address and Telephone Number)

Testing and Inspection Body

We authorize ÖVGW to commission, on our behalf and at our expense, the following institutions

- Staatliche Versuchsanstalt – TGM (1200 Wien, Wexstraße 19 - 23)
- OFI – Technologie & Innovation GmbH (1030 Wien, Franz-Grill-Straße 5)
- Magistratsabteilung 39 – Prüf-, Überwachungs- und Zertifizierungsstelle der Stadt Wien (1110 Wien, Rinnböckstraße 15)
- TÜV Rheinland Energy GmbH (51105 Köln, Am Grauen Stein)
- Medizinische Universität Wien (1090 Wien, Kinderspitalgasse 15)
- Energy Klagenfurt GmbH (9020 Klagenfurt, Pischeldorferstraße 28a)
- HyCentA Research GmbH (8010 Graz, Inffeldgasse 15)

to carry out the following examinations:

- Initial test
- Renewal test for registration number: _____ Expiry: _____
- Supplementary (modification) test for registration number: _____

We agree to ÖVGW collecting and storing our personal data and processing it in accordance with the association's purpose. We are aware that this consent may be revoked at any time.

By signing this form, we acknowledge and accept the General Terms and Conditions GW30 and the applicable fee schedule (Fee Schedule for the ÖVGW Quality Mark for Gas, Fee Schedule for the ÖVGW Quality Mark for Water or Fee Schedule for the ÖVGW Quality Mark for Hydrogen) as binding components of the contract.

Place, Date

Legally binding signature



To be completed by ÖVGW:

Assessment

of the application overleaf:

Performance of the following tests according to the General Terms and Conditions GW 30:

- Initial test
- Renewal test for registration number:
- Factory inspection and sampling (for initial and renewal tests)
- Supplementary test for registration number:

according to ÖVGW quality standard(s), norm(s) or other regulations:

- QS-G:
- QS-W:
- QS-H:
- Norm(s):
- Other regulations:

Module according to the guidelines for the products of Modules A-B-C (ÖVGW Quality Mark):

- Module A (pipes, fittings, domestic installation systems)
- Module B (valves, measuring devices, sealing materials, lubricants, devices and systems for treating drinking water, reverse-current-proof water consumption devices, and other products for the water sector)
- Module C (gas appliances and their accessories)

Additional requirements from decisions of the ÖVGW Certification Board are to be taken into account.

Place, Date

ÖVGW Certification Authority

Additions/suggestions for assessment, corrections by the ÖVGW Testing and Inspection Body or by the auditor (to be returned to the certification body):

Place, Date

ÖVGW Testing and Inspection Body/Auditor



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Attachment (for Product/Proposed Scope of Registration and/or Supplement/Modification)

General Terms and Conditions **GW30**

January 2019

ÖVGW quality mark certification programme for gas & water products

Requirements for granting the
ÖVGW quality mark to products used in the
field of gas and water supply

Austrian Association for Gas
and Water

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ÖSTERREICHISCHE VEREINIGUNG
FÜR DAS GAS- UND WASSERFACH

ÖVGW-Qualitätsmarke Produkte Gas & Wasser

Voraussetzungen für die Zuerkennung
der ÖVGW-Qualitätsmarke
für Produkte der Gas- und Wasserversorgung

ÖVGW quality mark certification programme for gas & water products

Requirements for granting the ÖVGW quality mark
to products used in the field of
gas and water supply

General Terms and
Conditions

GW30

January 2019

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Management Board of ÖVGW

The Management Board of ÖVGW adopted the new version of the General Terms and Conditions GW 30 "ÖVGW quality mark for gas & water products" on 12 December 2018.

6th edition, January 2019

This version replaces the General Terms and Conditions GW 30 of January 2008 and takes effect on 1 January 2019.

Duplication, transmission or storage, even of excerpts, is only permitted with the permission of ÖVGW.

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0 Purpose

These General Terms and Conditions GW 30 establish the requirements for granting the ÖVGW quality mark as certification of products in the field of gas and water.

1 ÖVGW quality mark for gas & water products

1.1 General information

The ÖVGW quality mark for gas & water products (“quality mark”) and the registration number associated with it constitute the certification mark granted to products used in the field of gas and water supply on the basis of these General Terms and Conditions GW 30.

The quality mark is registered in the Trademark Register of the Austrian Patent Office as a certification mark in the following form and is legally protected.



1.2 Quality mark for gas

In the gas industry, the quality mark can be granted to products used to supply gas, as a mark of quality, under the name “quality mark for gas”. It is granted to indicate that the designated parts of these products conform to the current state of the art and the requirements of the relevant quality standards – at the time of granting – in addition to any norm-conformity with respect to design and execution (particularly with respect to operational safety, environmental compatibility, economical use of energy and appropriate handling).

1.3 Quality mark for water

In the water industry, the quality mark can be granted to products used to supply water, as a mark of quality, under the name “quality mark for water”. It is granted to indicate that the designated parts of these products conform to the current state of the art and the requirements of the relevant quality standards – at the time of granting – in addition to any norm-conformity with respect to design and execution (particularly with respect to operational safety, environmental compatibility, economical use of energy and appropriate handling).

1.4 Registration number

When the respective quality mark is granted, a registration number is issued to identify the product. The registration number is a four-digit code with the letter “G” or “W” as an indicator of a gas or water industry product (examples: G 9.999 or W 9.999). The relevant certification data can be collected with the assistance of the registration number.

2 Basis for validity

These General Terms and Conditions GW 30 are the basis for the contractual relationships that are entered into for the purpose of granting the quality mark. They are sent to the applicant for a quality mark together with the form “Application for the grant of a quality mark” (at the latest) and are deemed to be expressly agreed upon when the applicant for a quality mark signs the application.

3 General provisions

3.1 Manufacturer

In conformity with §3 of the Product Liability Act, a manufacturer within the meaning of these General Terms and Conditions GW 30 is anyone that manufactures an end product, a basic material or a component product or that claims to be a manufacturer by placing its name, trademark or other identifying mark on the product.

3.2 ÖVGW auditor

An ÖVGW auditor (“auditor”) is an appropriately trained person with the qualifications to conduct tests in accordance with Item 7. ÖVGW must recognise the activities and areas of activity of an auditor. A person is recognised as an auditor through a procedure governed by ÖVGW’s quality management system.

3.3 ÖVGW’s quality standards

ÖVGW’s quality standards (“quality standards”) define the requirements for certification of gas and water industry products and products in related fields. They are product requirements within the meaning of ÖVE/ÖNORM EN ISO/IEC 17065. The tests in Item 7 are based on these quality standards. They can be requested from the ÖVGW certification body and are available on the ÖVGW website.

Unless otherwise decided by ÖVGW in an individual case, quality mark holders must promptly implement changes in quality standards and norms.

3.4 ÖVGW certificate

The right to use the quality mark is granted by issuing an ÖVGW certificate (“certificate”). This certificate lists the registration number, the period of validity, the quality mark holder, the authorised distributor(s), the manufacturer, if necessary, the type of test under Item 7, the number of the test report issued by the testing and inspection body, the quality standards on which the test was based and the products for which the grant of a quality mark has been requested and which have been tested. The certificate shall only be issued in the name of the quality mark holder and must indicate the specific product that is being certified (type, dimensions, length, material, pressure, performance class, model, construction, and the like).

The certificates are the property of ÖVGW. The quality mark holder may only pass them on in accordance with the provisions of these General Terms and Conditions GW 30 and the certification body’s requirements.

If the quality mark holder makes the certificate available to others, only the entire certificate with no changes may be passed on. In addition to the certificate, the quality mark holder must also pass on a current excerpt from ÖVGW’s Quality Mark Register, indicating that the quality mark is still valid.

3.5 Products

A product is any tangible movable item within the meaning of §4 of the Product Liability Act and any services related to such a product.

3.6 Test and inspection report

A test and inspection report (“test report”) shall be prepared for every test (Item 7.1 to Item 7.7). This test report shall be the basis for the decision made with respect to the quality mark. The report shall be prepared by a testing and inspection body and must contain all proofs and documents required by the relevant quality standards. Unless ÖVGW has issued additional requirements, the test report must meet the current requirements of the relevant norms (particularly ÖVE/ÖNORM EN ISO/IEC 17020 or ÖNORM EN ISO/IEC 17025) and may not be more than one year old at the time it is received by ÖVGW – unless the certification board decides otherwise. The date on which the test report is signed by the testing and inspection body shall be controlling in this regard.

3.7 Testing and inspection bodies

The tests under Item 7 and the preparation of test reports in accordance with Item 7 shall be carried out by recognised, state-accredited testing and inspection bodies that are contractually bound to ÖVGW. Recognition as a testing and inspection body of ÖVGW shall be effectuated through a procedure governed by ÖVGW's quality management system. The list of testing and inspection bodies can be requested from ÖVGW or can be found on ÖVGW's website.

3.8 Quality mark holder

A quality mark holder is any natural person or legal entity to whom or which a quality mark has been granted. The quality mark holder must ensure that the certified products meet all the certification requirements for the quality mark during its period of validity.

3.9 Quality mark applicant

A quality mark applicant is any natural person or legal entity who or which has filed an application to be granted a quality mark. The quality mark applicant must ensure that the product to be certified meets all certification requirements.

3.10 Confidentiality

To the extent this does not conflict with statutory disclosure obligations, the certification body shall maintain confidentiality with respect to the information, data and documents it receives from or about the quality mark applicant/holder.

3.11 Authorised distributors

Authorised distributors are companies authorised to place products on the market in accordance with §6 of the Product Liability Act.

3.12 Certification boards

The ÖVGW bodies – the “Certification Board for Gas” and the “Certification Board for Water” – committees of the gas and water industries, which are staffed on an equal basis, function as specialised advisory, steering and proposing bodies with respect to product certification. Their staffing and composition are governed by ÖVGW's Rules of Procedure.

3.13 Certification body

ÖVGW is a state-accredited, independent certification body that certifies products used in the field of gas and water supply. ÖVGW has been accredited to do so by order of the competent Federal Minister.

4 Granting of the quality mark

Only manufacturers and/or authorised distributors of products used in the field of gas or water supply can apply to be granted a quality mark – more specifically: to be granted the right to use a quality mark.

The quality mark will be granted if the products submitted for certification meet the requirements of the relevant quality standards. This conformity must be certified by a test report from a testing and inspection body. The quality mark is granted on the basis of such test report by issuing a certificate and an associated registration number.

The quality mark holder is entitled to use the quality mark for the products listed in the certificate in its business dealings during the period of validity by providing the registration number.

5 The quality mark's period of validity

The quality mark is granted for a period of three years. Its period of validity commences on the date the certificate is issued.

The period of validity can be renewed for an additional three years in each case, if a renewal test shows that the product continues to meet the relevant quality standards. If this renewal test is

applied for before the expiration of the quality mark's period of validity, this extends the period of validity until ÖVGW renders a decision on renewal, but for no longer than six months. In justified exceptional cases, the certification board can also order an extension of the period of validity beyond six months.

6 Certification requirements

The right to use the quality mark presupposes that the products submitted meet the relevant certification requirements. In addition to the quality standards, these include all other provisions with which ÖVGW demands compliance (e.g. the General Terms and Conditions GW 30, the Fee Schedule, and any requirements imposed by resolution of the board). If the certification applies to a product in regular production, all certified products must meet the certification requirements on a permanent basis.

ÖVGW must give appropriate notice of the current certification requirements (e.g. on its website).

Products that deviate from the provisions of the relevant quality standards can be granted the quality mark based on a substantiated application, if the certification board recommends this as being objectively justified. The provisions of the relevant quality standards shall be applied to the testing of such products *mutatis mutandis*. The test results must contain an assessment of the deviating features.

7 Types of test

7.1 Initial test

The purpose of the initial test is to determine whether a product submitted for the first time meets the relevant quality standards. The quality mark applicant shall commission such a test, which shall extend to all parts of the product.

Unless the quality standards provide otherwise, the auditor shall choose the test item from production and/or a warehouse. A sampling that does not follow this rule shall only be permissible in special, product-specific cases and must be justified in the test report.

Together with the products to be tested, the test documentation prescribed in the relevant quality standards shall be sent to the testing and inspection body electronically in the German language – unless the certification body determines otherwise.

Unless the quality standards otherwise provide, the auditor shall make an initial inspection of the plant to establish compliance with production requirements and production quality. Such an initial inspection can be omitted if an inspection has already been made based on other applicable provisions (particularly EU laws or norms) or an inspection is not expedient in the specific case, in light of the well-understood objectives of certification in conformity with EU law. The quality mark applicant must permit this inspection.

7.2 Control test

At least once per year, the quality mark holder (manufacturer and/or authorised distributor) must permit an auditor to conduct a control test to check the continued conformity of the certified products. The content and scope of the control test are established in the relevant quality standards. The results of the control test shall be documented and serve as the basis for any renewal test. The quality mark holder shall enter into a monitoring agreement with a testing and inspection body designated by ÖVGW to ensure that the annual control test is conducted in a timely manner.

7.3 Supplementary test

A supplementary test of a product using a quality mark is intended to determine the effect of changes in the method of production or product composition on the quality of the product. The investigation can omit those parts that were not affected by the change. With a type series, the auditor shall decide which individual products to test. The test documentation prescribed by the relevant quality standards shall be submitted to the extent required by the testing and inspection body.

7.4 Drawing check

A drawing check can be carried out if a product with a quality mark is acquired and changed only to the extent that the risk potential is not changed. In doubtful cases, the decision whether a drawing check is necessary shall be made by the certification board at the request of the quality mark applicant/holder. The test documentation prescribed in the relevant quality standards shall be sent to the testing and inspection body electronically in the German language – unless the certification body determines otherwise.

7.5 Renewal test

The purpose of the renewal test is to extend the quality mark's period of validity for an additional three years. It be conducted if the prescribed control tests have been conducted in a timely manner. The test is commissioned by the quality mark holder and is conducted under the relevant quality standards in effect at the time of the renewal test.

Unless the quality standards provide otherwise, the auditor shall choose the test item from production and/or a warehouse. A sampling that does not follow this rule shall only be permissible in special, product-specific cases and must be justified in the test report.

Together with the products to be tested, the test documentation prescribed in the relevant quality standards shall be sent to the testing and inspection body electronically in the German language – unless the certification body determines otherwise. Documentation for previous tests, which is still valid at the time of the renewal test, can be used as test documentation.

The auditor shall make an inspection of the plant to establish compliance with production requirements and production quality, unless an inspection has already been made based on other applicable provisions (particularly EU laws or norms) or an inspection is not expedient in the specific case, in light of the well-understood objectives of certification in conformity with EU law. The quality mark holder must permit this inspection.

7.6 Special test

At the duly substantiated request of ÖVGW, the quality mark holder shall subject the test item to a special test to demonstrate that it continues to meet the requirements of the relevant quality standards. ÖVGW shall prescribe a procedure that is the mildest measure in terms of the requirements to be tested.

If the test item meets the requirements, the costs of any such special test shall be split equally between the quality mark holder and ÖVGW. If the test shows that the test item does not meet the requirements of the relevant quality standards, the quality mark holder alone shall bear the costs.

7.7 Witness test

As an accredited certifier, ÖVGW is required by law to regularly review the activities and expertise of its auditors. For this reason, ÖVGW must make random witness tests at regular intervals. For this purpose, it is necessary for an appropriate, knowledgeable member of ÖVGW's control body to accompany the respective auditor during his fact-finding activities and thereby contribute to safeguarding the quality level of the test.

7.8 Test expenses

The costs of the tests shall be borne by the quality mark applicant/holder – with the exception of the costs of witness tests. The quality mark applicant/holder shall also make the test item available without charge – with the exception of witness tests.

8 Procedure for granting the quality mark

ÖVGW grants the quality mark in the procedure described below:

- a. The quality mark applicant makes a written application to ÖVGW to be granted a quality mark. The required form can be obtained from ÖVGW by mail or on the Internet (at www.ovgw.at). By making an application, the quality mark applicant accepts these General Terms and Conditions GW 30. Whether to accept or reject the application is within the free discretion of ÖVGW.

- b. In the application seeking the grant of a quality mark, the quality mark applicant asks the ÖVGW to issue a testing order to the testing and inspection body designated in the application in the applicant's name and for the applicant's account. ÖVGW forwards the application to the testing and inspection body and informs the quality mark applicant of this. With this notice, a contract with respect to the granting of a quality mark comes into being between the quality mark applicant and ÖVGW.
- c. After the completion of the necessary tests or receipt the test reports, the products are presented to the certification board, which evaluates the tested products. Any notices and requirements to be issued to the quality mark applicant are established. Thereafter, the certification board decides whether it can recommend the granting of a quality mark.
- d. The testing and inspection body simultaneously sends its final test report (with invoice) to the quality mark applicant and ÖVGW electronically and in the German language – unless the certification body determines otherwise.
- e. After receiving a positive recommendation from the certification board, ÖVGW grants the quality mark and sends the certificate and associated registration number to the quality mark holder. If a quality mark is not granted, the quality mark applicant is notified of this and given the reasons.
- f. The right to use the quality mark only relates to the products expressly named in the respective certificate. The quality mark holder can enforce the claims to which it is entitled under this right against others through the courts.

9 Labelling

The quality mark holder must label the tested products with the quality mark and the associated registration number or with the name "ÖVGW" and the associated registration number in a clearly legible and durable manner after receiving the certificate. If it is impossible to label the products in this way, the label must at least be placed on the packaging that directly surrounds the products. The quality mark holder's documents, brochures, electronic media, advertising materials and the like may be labelled with the quality mark.

The quality mark or the name "ÖVGW" and the associated registration number may only be used for those products expressly named in the certificate.

By labelling the products, the quality mark holder confirms that the mass-produced products fully conform to the tested products. If the mass-produced products differ from the tested products, they may not be labelled with the quality mark and associated registration number.

The following types of labels are permissible for certified products:

ÖVGW (geprüft) W X.XXX

or

ÖVGW (geprüft) G X.XXX



W X.XXX

or



G X.XXX

Other types of labels (particularly ones involving the integration of the registration number into the ÖVGW logo) are not permitted.

10 Fees

ÖVGW collects a registration fee for granting the right to use the quality mark. The amount of this registration fee is established by the Management Board of ÖVGW and can be found in the current Fee Schedule in effect at the time of invoicing – which is published on ÖVGW's website. The fee is indicated to the quality mark holder on the invoice.

If the quality mark is withdrawn or the quality mark holder terminates the contractual relationship early, there shall be no claim to a refund of the registration fees. There is also no claim to a refund if the quality mark holder becomes insolvent or its legal personality ends.

11 Withdrawal of the quality mark

ÖVGW can withdraw the right to use the quality mark and the associated registration number from the quality mark holder – after the holder has been given the opportunity to make a statement – with immediate effect or within a reasonable period of time if

- a. the quality mark holder does not permit the control tests under Item 7.2 to be conducted,
- b. the quality mark holder does not meet its obligations under this contractual relationship,
- c. circumstances become known which prevent the granting or renewal of a quality mark,
- d. it turns out that the quality mark was granted or renewed based on false or erroneous information,
- e. the quality mark, the certificate or the registration number is or was misused,
- f. misleading information is or was provided regarding the circumstances and scope of the certification,
- g. the quality mark holder does not fulfil (or does not completely fulfil) the requirements or tasks imposed on it, or
- h. the certification requirements are no longer met.

12 Expiration of the quality mark

The right to use the quality mark expires (unless the certification board sets a later date, at the request of the quality mark holder in an exceptional case), if

- a. the quality mark holder does not apply for a renewal test by the end of the period of validity,
- b. there are no positive test reports regarding a renewal test, which has been applied for in a timely manner, within six months after the end of the period of validity, unless the certification board determines otherwise,
- c. production of the certified products is definitively terminated, unless the certification board sets a later expiration date, at the request of the quality mark holder in an exceptional case,
- d. the contract in question is terminated, or
- e. at the end of the calendar year in which the quality mark holder fails to meet its obligation to conduct an annual control test.

13 Other rights and obligations of the quality mark applicant/holder

Quality mark applicants/holders also have the other rights and obligations described below:

- a. The quality mark applicant/holder shall meet all certification requirements. This obligation shall include changes announced by ÖVGW and orders issued in individual cases.
- b. The quality mark holder shall provide information to any person regarding the version of the respective quality standards on which the certification of the products it has placed on the market is based.
- c. The quality mark applicant/holder shall timely comply with orders to eliminate defects, which have been issued to it by ÖVGW.
- d. The necessary transport of the test items for purposes of testing and evaluation (transport to and from the testing and inspection body and/or to and from the meeting place of the certification board) shall be at the expense and risk of the quality mark applicant/holder.
- e. The quality mark holder shall operate a system that ensures the processing and documentation of complaints and notices of defects in the certified products.
- f. The quality mark holder shall maintain records of the defects it finds and the complaints about certified products made by third parties and retain them for at least three years. As part of the control tests or at the request of ÖVGW, these records and documentation for the corrective measures taken shall be submitted.
- g. If the quality mark holder detects material defects in the certified products it has placed on the market, it shall promptly report this to ÖVGW. ÖVGW shall be entitled to disclose these defects.

- h. The quality mark holder must promptly notify ÖVGW of any intended change to a certified product based on technical, business or other considerations. ÖVGW shall decide on the type of test that may be needed under Item 7.
- i. The quality mark holder shall ensure that the auditors receive access to all manufacturers and authorised distributors for the relevant tests under Item 7.
- j. To the extent that ÖVGW receives complaints about a quality mark holder, the latter must enable the complaints to be examined and cooperate in this examination.
- k. After the withdrawal or expiration of a quality mark, the former quality mark holder may no longer refer to the certification. Promotional measures must be halted. The original of the certificate must be returned.
- l. The quality mark may only be transferred to a new quality mark holder with the prior consent of ÖVGW. The prerequisite for any such consent is for the current quality mark holder to declare that it will transfer all rights and obligations under the contractual relationship with ÖVGW to the intended future quality mark holder. The future quality mark holder must declare that it will fully assume these rights and obligations.

14 Publications

The granting of quality marks or their withdrawal or expiration shall be publicised in ÖVGW's trade journal, "*Forum – Gas Wasser Wärme*" and also – if necessary – in other publications and/or on the Internet, citing the registration numbers. In addition, ÖVGW shall regularly publish a complete listing of all valid quality marks.

15 Limitations on liability

Except in cases of wrongful intent or gross negligence, ÖVGW shall not be liable for damage caused to quality mark applicants/holders due to the granting or failure to grant, the modification withdrawal or expiration of a quality mark and due to erroneous or inaccurate information in the associated certificates. The quality mark applicants/holders must impose these limitations on liability in favour of ÖVGW on their customers.

16 Applicable law

This contractual relationship and all questions relating to its validity shall be subject to Austrian law, excluding the conflict-of-law rules of international private law.

17 Dispute resolution and jurisdiction

17.1 Dispute resolution

All disputes that arise under this Agreement or regarding its existence, violation, dissolution or invalidity shall be finally decided in accordance with the Arbitration and Mediation Rules of the International Arbitration Court of the Austrian Economic Chamber in Vienna (Vienna Rules) by three arbitrators named in accordance with these Rules. Austrian substantive law shall be applied. The language of the arbitration proceedings shall be German.

17.2 Jurisdiction

The Commercial Court of Vienna shall have exclusive jurisdiction over subsidiary disputes arising under this contractual relationship under Item 17.1.

18 Date of applicability

These General Terms and Conditions GW 30 shall apply as of 1 January 2019.