

**Danish Window Certification
- affiliated to the
Danish Technological Institute**

**Requirements concerning certification of
window and door products and
their compliance with
the Technical Requirements
of VinduesIndustrien
(Product Certification)**



Requirements concerning Product Certification	Page 2 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

TABLE OF CONTENTS

	Page
1. Aim and validity of Requirements	4
2. Danish Window Certification (DVC)	5
2.1 Aim and basis	5
2.2 Resources	5
2.3 Organization	6
2.4 Financial matters	6
3. Approach at product certification	7
3.1 Inquiries about certification	7
3.2 Briefing visits, if any	7
3.3 Application for certification	7
3.4 Processing of application (Evaluation)	8
3.5 Admission visit	8
3.6 Issue of certificate	9
3.7 Inspection visits (ongoing inspection)	10
3.7.1 Inspection frequency	10
3.7.2 Basis and extent of sampling	10
3.7.3 Treatment of collected results	10
3.8 Extension or restriction of certificate	11
3.9 Withdrawal of certificate	11



Requirements concerning Product Certification	Page 3 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

4. Marking of products and use of DVC name and logo	13
5. Reporting obligation	14
6. Discontinuation of certification agreement	14
7. Liability	14

Appendices:

1. General Terms of Conditions regarding Certification, Inspection or Approval Bodies Associated with the Danish Technological Institute
2. Approved form for application of DVC logo



Requirements concerning Product Certification	Page 4 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

1. AIM AND VALIDITY OF REQUIREMENTS

The aim of the current Requirements is to describe the Danish Window Certification (hereinafter referred to as DVC) and to indicate the Requirements for DVC certification of products in accordance with the industrial standard of VinduesIndustrien (Danish Association of Window Manufacturers) entitled "Technical Requirements for the manufacture of windows and outer doors".

The Requirements describe how to implement certification and the prevailing rights and obligations between companies and DVC in connection with the issue and maintenance of product certificates.

The Requirements will be revised if changes occur in the basis for DVC activities in its capacity as a certification body, as a result of changes in national or international rules and regulations for certification schemes.

Revised Requirements are available for all primary users of the DVC website at www.dvc-vinduer.dk.

Primary users include companies which have obtained their certificates, companies which have applied for certification, as well as the accreditation authority and other registered recipients.

The Requirements are managed via the table of contents. The individual page is valid from the date indicated as the latest revision and up to the date when a new edition of the page is forwarded to the primary users.



Requirements concerning Product Certification	Page 5 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

2. DANISH WINDOW CERTIFICATION (DVC)

2.1 Aim and basis

The aim of the Danish Window Certification is to provide and implement product certification for manufacturers of windows and outer door or products related hereto as for example insulating glass units, roof windows and wooden, plastic or aluminium curtain walls.

DVC fulfils the Requirements in the current editions of DS/EN 45011 "Generelle kriterier for certificeringsorganer, der udfører produktcertificering" (General criteria for certification bodies carrying out product certification). It entails among other things that all manufacturers have equal access to certification of all products fulfilling the above basis.

DVC is at all times required to be accredited to this certification in accordance with DS/EN 45011.

The basis for DVC certification of windows and outer doors is the current edition of the industrial standard entitled "Tekniske Bestemmelser for fremstilling af vinduer og yderdøre" (Technical Requirements for the manufacture of windows and outer doors) issued by VinduesIndustrien as well as the quality manual of the individual company.

2.2 Resources

DVC has an obligation to:

- Employ and maintain a qualified staff whose language qualifications enable them to handle tasks in English and Danish. DVC has, however, no obligation to document its Quality System or to present normative material in other languages than Danish;
- Exchange experience with other actors within the working areas of the certification scheme;
- Provide further training of employees and accumulate knowledge within the working areas of the scheme;
- Perform an ongoing evaluation of internal working methods;
- Document administrative procedures;
- Maintain and observe administrative procedures;
- Specify the delegation of responsibility in the organization.



Requirements concerning Product Certification	Page 6 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

2.3 Organization

DVC is organized under the Danish Technological Institute (DTI), Building Technology. The operations of the scheme are separate from DTI operations. DTI is responsible for the scheme in terms of the law and responsibilities confer the Statutes of the Danish Technological Institute.

2.4 Financial matters

DVC is exclusively financed by fees emanating from the issue of certificates and the supervision hereof.



Requirements concerning Product Certification	Page 7 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

3. APPROACH AT PRODUCT CERTIFICATION

The product certification process usually covers the following activities:

- Inquiries about certification
- Briefing visit, if any
- Application for certification
- Treatment of application (Evaluation)
- Admission visit
- Issue of certificate
- Inspection visits (Ongoing inspection)
- Change of certificate
- Withdrawal of certificate.

3.1 Inquiries about certification

A company which contacts DVC and requests information about product certification will receive the following information material:

- Current Requirements
- Offer for a briefing visit
- Application form
- The Technical Requirements of VinduesIndustrien
- Other relevant material.

3.2 Briefing visit, if any

Before a company makes a final decision about applying for product certification, DVC can participate in a briefing visit against separate payment for clarifying conditions such as:

- More detailed information about DVC
- Information as to what the Technical Requirements of VinduesIndustrien require from the manufacturers and the Quality System of the company
- Uncover interpretation problems.

3.3 Application for certification

A company, which has decided to have its products certified by DVC, has to complete and submit a DVC application form together with a complete set of data sheets, drawings concerning all standard elements manufactured by the company, a copy of its quality manual and relevant brochures. The application must be signed by the managing director of the company or the officer responsible for the Quality System.



Requirements concerning Product Certification	Page 8 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

DVC registers the application and forwards a written receipt to the applicant together with an overall time schedule for the certification process.

3.4 Processing of application (Evaluation)

DVC points out a senior officer or specialist, who has a thorough knowledge of the product type in question and authorization of signature, to examine the material from the applicant.

The company subsequently receives a report within the outlined time schedule in which it is either confirmed that products and Quality System fulfil the certification basis or points of inconsistency are indicated. In case of major inconsistencies, the submission of renewed documentation will be requested, including possible full-scale functional testing of elements before evaluation is continued. If the applicant requests a verbal interpretation of the report, it can be provided according to further agreement with regard to time, place and price.

Documentation for correction of minor inconsistencies may be presented in connection with the admission visit.

3.5 Admission visit

The aim of the admission visit is to clarify

- whether compliance exists between the company's actual products, the Technical Requirements of VinduesIndustrien and the data sheets, drawings, brochures and other documentation approved during evaluation. Compliance is verified by examining a sample of 15 elements;
- whether the Quality System, which has been approved during evaluation, has actually been adjusted to the company's conditions and applied processes, and whether it has been implemented and works efficiently. During verification of the system's implementation, particular emphasis will be placed on the company's registration of customer complaints and the corrective actions initiated as a result of the complaints.

The admission visit is carried out by the employee or employees having evaluated the application basis. According to prior agreement, however, the company must respect that one or more observers may participate in the admission visit. Any observer will honour the same professional secrecy as DVC employees.



Requirements concerning Product Certification	Page 9 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

During the entire visit the company must be represented by an employee with proper knowledge and competence to immediately accept the established deviations. In case the company does not make a competent representative available, it should be communicated immediately that the visit will be discontinued.

At the conclusion of the visit, a verbal account is provided regarding observations made and the recommendation for issue of certificate. The deviations found during the visit are documented in the form of a deviation report and/or an interim report which is immediately signed by both parties.

After the admission visit, DVC forwards an aggregate report with an account of observations and remarks made during the admission visit. The report will also contain a reference to items where any corrective actions must be carried out before a certificate can be issued.

3.6 Issue of certificate

When it has been verified via the admission visit and any corrective actions that the company's products and Quality System are in compliance with the Technical Requirements of VinduesIndustrien, a DVC product certificate is issued indicating as follows:

- Company name
- Address(es) covering the company's field of activity and certificate
- Materials and product fields covered by the certificate
- Edition of the Technical Requirements of VinduesIndustrien which the certificate is documenting to be in compliance with.

The certificate is forwarded to the company via regular mail. The names of companies registered as owners of the DVC product certificate are listed on the DVC website at the address www.dvc-vinduer.dk. The website is updated on an ongoing basis.

The company must mark its products and may refer to its product certificate and use the DVC logo as described in Chapter 4.



Requirements concerning Product Certification	Page 10 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

3.7 Inspection visits (Ongoing inspection)

3.7.1 Inspection frequency

It is a prerequisite for upholding a product certificate under DVC that during ongoing inspections, it is possible to verify that the company's products and Quality System are in compliance with the entire basis for the certificate.

The DVC Secretariat selects the dates for the annual or biannual inspection visits as stipulated in the Technical Requirements of VinduesIndustrien. The visits are undertaken with intervals of ± 2 months and such that no company can figure out precisely in advance the time of the next visit. The visits can be conducted without the company being notified in advance but normally notice shall be given less than 1 week in advance.

The visits may be conducted on all weekdays, i.e. Monday through Friday with the exception of general vacation periods and public holidays.

The date of the visit is in principle chosen at random for every company. It is, however, organized so that transportation costs are held at a reasonable level.

3.7.2 Basis and extent of sampling

DVC evaluation of product quality and inspection of efficiency of the Quality System are performed on the basis of samples. The specific requirements for the basis and extent of samples are described in Chapter 4 "Rules of product certification" in the Technical Requirements of VinduesIndustrien. In the same chapter, the criteria for approval or rejection of samples are described in more detail.

3.7.3 Treatment of collected results

At the conclusion of the visit, the company management is informed via a verbal account about the results of the entire evaluation. Deviations, if any, are documented in the form of a brief deviation report which is signed by and handed over to the company.

The result of the individual inspection visit is processed at the Secretariat, and the company receives a copy of the report. Upon the conclusion of visits to all member companies in an inspection round, a status list is worked out in which the individual companies can find their own failure level in relation to the other members. The companies are not mentioned by name in the status list.



Requirements concerning Product Certification	Page 11 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

3.8 Extension or restriction of certificate

A company wishing to extend or restrict the scope of an issued certificate must submit a written request. The request should be signed by the officer in charge of quality in the company or the managing director and should enclose a description of the product or the activity to be changed.

A request for membership with a new element type or elements of another material should be accompanied by drawings and data sheets as described in the Technical Requirements of VinduesIndustrien. When evaluating the forwarded material, an evaluation will be performed as to whether there is a need for presentation of a functional test or to pay a visit to the company for verification of the product and/or adjustment in the company's Quality System.

In case the coverage of a certificate is requested to be restricted, an evaluation is performed on the basis of information submitted with the application and the actual conditions.

3.9 Withdrawal of certificate

The certificate can be withdrawn in case the company does not fulfil the current Requirements.

If in the course of 2 consecutive ordinary inspection visits – or 3 out of 5 consecutive visits – the company cannot present DVC-marked standard products, it must explain the reason hereof to the senior officer. Hereafter, the officer in charge must make a decision soonest possible as to whether the company can sustain its membership of the scheme or whether it should be withdrawn.

DVC can furthermore withdraw the certificate if it is misused for marketing purposes or if special inconsistencies are found, as for example:

- Deliberate submission of incomplete or incorrect information during inspection, including concealment of changes in products or Quality System.
- Lack of implementation of agreed actions or of implementation to the agreed date.
- Claim of validity not covered by the certificate.
- Bankruptcy, sale of or changes in the company which considerably alter the prerequisites for the certificate.
- Default of payment towards DVC.



Requirements concerning Product Certification	Page 12 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

Decision of withdrawal of certificate is made by the DVC senior officer after consultation with the specialist(s) dealing with the particular certificate.

The company is informed via a written statement about the withdrawal of the certificate which includes a brief description of the reasons for withdrawal together with information about the conditions for reacquiring the certificate.

In connection with the withdrawal of the certificate, the company must immediately terminate the marking of products and all use of the certificate and of the DVC name and logo. Any misuse in this respect can immediately result in DVC taking legal action without warning.

At the withdrawal of certificate, DVC informs the general public hereof via a message on the DVC website and removes the company's name from the website list of member companies.



Requirements concerning Product Certification	Page 13 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

4. MARKING OF PRODUCTS AND USE OF DVC NAME AND LOGO

Any element subject to the certification scheme must be duly marked with an approved DVC mark. See Appendix 2 for further details.

In addition to the DVC logo, the mark must contain information about the manufacturer's name, telephone number and/or web address as well as the date of production.

Alternatively, in addition to the DVC logo and date of production, the mark may contain the DVC registration number of the manufacturer and the text [For further information, see www.dvc-vinduer.dk](http://www.dvc-vinduer.dk).

The mark must not refer to a certificate concerning system certification (the ISO 9000 series).

The mark must be visible after mounting of the element.

When delivered together with insulating glass units marked with production code, elements made to order are reckoned to fulfil the requirements for marking with production date.

The DVC name and logo must nowhere be used in a way whereby it can be perceived as if DVC enters into any form of financial liability for the products.



Requirements concerning Product Certification	Page 14 of 14
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

5. REPORTING OBLIGATION

The company has an obligation to maintain its basis of certificate i.e. Quality System, data sheets, drawings and brochures and to inform DVC about changes in this regard. The company also has an obligation to inform DVC about:

- Change of corporate form and ownership
- Change of organizational structure
- Suspension of payments
- Planned changes of other relevant nature so that DVC in advance can make a decision in this regard.

The company must accept DVC's decision about whether the planned and announced changes require an extraordinary visit, a separate functional test or another form of examination.

6. DISCONTINUATION OF CERTIFICATION AGREEMENT

The company can at any time and with 3 months' written notice terminate the certification agreement with DVC.

The product certificate is associated with the company it is issued to and cannot be transferred to any third party without prior approval by the DVC certification committee.

7. LIABILITY

DVC is covered by the "General Terms and Conditions regarding Certification, Inspection or Approval Bodies Associated with the Danish Technological Institute", and as such the legal aspects between DVC and the companies are also subject to the conditions mentioned herein. Special reference is made to the subsections regarding liability, provisions regarding complaints and appeals, disputes etc.
See Appendix 1.



10th edition
Date: 2008.12.22
Elaborated by Bjarne Sørensen
Approved by *Bjarne Sørensen*

General Terms and Conditions regarding Certification, Inspection or Approval Bodies Associated with the Danish Technological Institute (hereinafter called the Institute)*

General stipulations

These General Terms and Conditions shall apply to all commissioned work performed by certification, inspection or approval bodies associated with the Institute (hereinafter called "bodies"), and which concerns either certification, inspection or approval of products, systems or individuals (hereinafter called "commissioned work"). The terms and conditions also include the technical testing and calibration work that may be part of the performance of the work. These General Terms and Conditions may only be deviated from if a separate, written agreement regarding the work specifically and expressly states the items to which such deviation relates.

In addition to these Terms and Conditions, the body or the work in question shall be subject to the at any time applicable statutory provisions and standards to the effect that the body may invoke provisions contained therein against the other contract party (hereinafter called the "applicant").

With respect to other commissioned work than that specified above, the "General Terms and Conditions regarding Commissioned Work Accepted by the Danish Technological Institute" shall apply.

1. Definitions

1.1 Certification shall be understood as the activity associated with processing applications and audit (including any sampling and/or testing), inspection of documents and the issuing of certificates regarding products, systems or individuals, cf. EN 45011, EN 45012 and EN 45013, respectively.

1.2 Inspection shall be understood as activities mentioned in DS/EN ISO/IEC 17020 and appurtenant regulation applicable for the said activities.

1.3 Approval shall be understood as activities such as type approval (including type and design testing), verification, supervision or registration provided by legislation or any other recognised legal basis.

2. Establishing the basis for the agreement

2.1 Commissioned work will be commenced on the basis of a written agreement, or, with respect to certification and approval cases, on the basis of an application to the body, prepared in keeping with the application instructions of the relevant body. The information and specifications contained in the agreement or the application will be used by the body as a basis for performing the commissioned work.

2.2 The applicant undertakes to provide the body with any relevant information necessary for performing the work and warrants the veracity of such information. The applicant undertakes to give duly authorised representatives of the body access to relevant premises and information.

2.3 The applicant undertakes regularly to report all material changes in the information provided orally or in writing at the time of the conclusion of the agreement or at the time of filing the application or which has subsequently been submitted to the body.

2.4 The body shall be entitled to have commissioned work performed by a sub-contractor, in which event the body shall ensure that such sub-contractor has the appropriate accreditation or qualifications.

3. Time schedule, price estimates, etc.

3.1 Unless otherwise agreed in writing, time schedules, price estimates, etc. regarding the performance of work are approximate.

3.2 In the event of major budget overruns or delays compared to the agreed terms or material obstacles to the performance of the commissioned work, the applicant shall be informed thereof and shall subsequently be entitled to change or stop the work, cf. clause 5.

4. Fees and terms of payment

4.1 Commissioned work shall be performed according to account rendered based on the hourly rates from time to time fixed by the Institute or the body plus transport charges and other outlays.

4.2 In respect of long-term work, the Institute or the body shall be entitled regularly to adjust the hourly rates stated under 4.1. The applicant shall receive notice of such adjustments not less than 30 days prior to the date on which they come into force.

4.3 The body shall be entitled to a fee for work performed regardless of whether the results expected by the applicant are achieved.

4.4 The body shall be entitled to demand that the applicant furnishes a banker's guarantee or surety or that he makes a pre-payment or pays a deposit, if necessary in the form of cash or banker's cheque before the work is commenced.

4.5 The body shall be entitled to issue invoices on account once a month for work performed in the past month.

4.6 In case of overdue payment of balances due to the body, interest shall be charged at the rate of 1.5% for each commenced period of one month.

5. The right to change and cancel orders

5.1 If the applicant issues instructions to stop or postpone the work, cf. clause 3.2, work already performed shall be paid for according to invoice, just as the applicant shall reimburse the body for any costs incurred in connection with the cancelled or postponed work that the body has already undertaken to pay, such as expenses to a third party, special equipment or premises, etc.

5.2 If the applicant issues instructions to stop or postpone the work, he shall pay the body a fee corresponding to the time spent and the costs incurred plus outlays as originally agreed upon. Any application or establishment fees will not be refunded.

6. Professional discretion

6.1 The body and its staff shall exercise unconditional professional discretion with respect to the work performed, the identity of the applicant and any information obtained in the course of performing such work, cf. however clauses 6.2 and 7.1.

6.2 Notwithstanding the provisions regarding professional discretion stated above, the body shall at any time be entitled to disclose information required by the appropriate administrative authorities in connection with certification, inspection or approval.

6.3 If, in the course of performing commissioned work, the Institute becomes aware of factors that in the opinion of the Institute may cause material damage to health or environment, the Institute may, if required, inform the applicant thereof. In the event that the applicant does not, as quickly as possible, take the steps necessary to prevent or limit the risk of material damage to health or environment, the Institute shall, notwithstanding any separate agreement on discretion or secrecy, be entitled to pass on such knowledge to the relevant authorities.

7. Certificates, etc.

7.1 Certificates, inspection reports or approval certificates issued together with the associated documents shall be the property of the applicant, cf. however clause 7.2, and copies of such material may not be surrendered to any third party without the written consent of the applicant. However, the said documents may be handed over to the authorities referred to in clause 6.2 in connection with supervision or accreditation without the consent of the applicant.

7.2 The body may revoke certificates or approvals if the holder no longer complies with the conditions for the maintenance of the certificate or the approval, or if the certificate or the approval is abused. In particular, the certificate or the approval can be revoked in any one of the following instances:

7.2.1 The information provided by the applicant is incomplete or incorrect;

7.2.2 Grave non-compliance with relevant requirements;

7.2.3 Failure to disclose changes in quality control systems or any other circumstances of crucial importance to the issuing of the certificate or the approval;

7.2.4 Claims regarding validity that are not covered by the certificate or the approval;

7.2.5 Insolvency proceedings, sale or other discontinuation of the activities of the applicant;

7.2.6 Falling into arrears with respect to payments to be made to the body;

7.2.7 Suspension for a long period of time of deliveries of the product or products comprised by the certificate or the approval;

7.2.8 Abuse of logos or approval marks or of the name of the body or the Institute;

7.2.9 Breach of agreements with the body of significance to the issuing of the certificate or the approval.

7.3 The body shall at any time be entitled to discontinue its activities as an accredited body. The attention of the applicant is drawn to the fact that if the body discontinues its activities or if its accreditation is withdrawn, the maintenance of the certification of the applicant may be rendered difficult or even impossible, cf. clause 9.

7.4 If the certificate or the approval is revoked, the original thereof shall be returned as soon as possible following the request of the body, which shall be entitled to publicly announce the revocation and to file notification of such revocation with the relevant authorities.

8. Logos, approval marks, etc.

8.1 The holder of the certificate or any approval may use the logo of the issuing body and other approval marks for business purposes, as long as this is done in direct connection with references to products, systems or individuals covered by the certificate or the approval. The use of the logo of the body shall cease forthwith if the body revokes the certificate or the approval.

8.2 Any use of logos or other marks in relation to certificates or approvals shall at all times comply with any supplementary provisions issued by the body.

8.3 Notwithstanding any other agreement to the contrary, the applicant shall not be entitled to mention or refer to the Institute or the body or the Institute's or the body's employees for advertising or marketing purposes with respect to the object of the work if such work is stopped or postponed by the applicant, cf. clause 5.

9. Liability

9.1 The body shall be liable towards the applicant for any errors and negligence in connection with the performance of the work pursuant to the general rules of compensation of Danish law, subject to such limitations as follow from clauses 9.2 to 9.8. The body shall in no event be liable for circumstances or events causing a loss that are not attributable to any errors or negligence on the part of the body.



10th edition
Date: 2008.12.22
Elaborated by Bjarne Sørensen
Approved by *Bjarne Sørensen*

- 9.2 The body shall not be liable for any direct or indirect loss suffered by the applicant (e.g. at the time when certification ceases) if the body's accreditation is revoked or if it ceases to carry on activities as an accredited body.
- 9.3 If the performance of commissioned work is stopped or postponed (cf. clause 5), the body shall not be liable for any defects or errors in work already performed.
- 9.4 The body shall only be liable for delays in connection with the performance of commissioned work if the body has issued a separate written warranty for the completion of the work at a specific time.
- 9.6 If the body has received samples or equipment from the applicant, the body shall exclusively be held liable for loss of or damage to such samples or equipment if an agreement in writing has been made with the applicant to return such samples and equipment. In addition, in such event, the body shall only be held liable if it can be substantiated that the body is guilty of gross negligence, and the compensation can in no event exceed the cost of the material necessary for manufacturing the samples or equipment in question. If the return of samples and equipment has not been agreed upon, the body will only keep such samples and equipment for a period of up to six months after the completion of the work.
- 9.6 The body cannot be held liable for more than the direct loss suffered by the applicant. Thus, the body shall not be held liable for losses on operations, loss of earnings or any other indirect losses. The body's total liability shall not exceed DKK 1,000,000 for each individual claim except for bodily injury according to Danish law. The body is covered by the Institute's third-party liability insurance. The body shall not be liable for any injury or damage caused by the applicant's products or systems or by any persons for whom the applicant is liable, if such injury or damage is the result of errors or defects in the products or systems in question, unless such error or defect is directly caused by the work performed by the body, and in that event, the liability is subject to such limitations as appear from this clause 9.
- 9.7 If any third party holds the body liable for bodily injury or damage to property caused by work performed by the body, including, but not limited to, product liability, the applicant shall be obliged to indemnify and hold the body harmless from any claim exceeding the amount of any claim(s) that can be brought against the body pursuant to the provisions of this clause 9. The body may request the applicant to defend any such claim on behalf of the body.
- 9.8 The body cannot be held liable for claims regarding loss, damage or injury that have not been made in writing within three years after delivery by the body of the service in respect of which the claim is made. In addition, the body's liability is contingent upon the applicant complaining in writing as soon as he has become aware of, or should have become aware of, the existence of a potential claim for compensation against the body. Notwithstanding the said time limit of three years, the body shall not be liable for any damage or injury that was impossible to foresee in view of the know-how and technology available at the time of the performance of the commissioned work.
10. **Provisions regarding complaints and appeals**
- 10.1 Complaints shall be directed in writing to the body within four weeks of the occurrence of the event complained of. The body will process the complaint in keeping with the procedure of the body for complaints, the contents of which the body shall disclose to the complainant upon request.
- 10.2 If the body deems that the complaint is unjustified, the complainant shall pay all costs incurred by the body in connection with the processing of the complaint and the resumption of the work.
- 10.3 The complainant may lodge an appeal against the decision regarding a complaint by bringing the case before the Court in Glostrup, Denmark, cf. clause 11.
11. **Disputes**
- 11.1 Any dispute or controversy arising between the body and the applicant shall be settled according to Danish law by the Court in Glostrup, Denmark.

February 2009

* In Danish, the name "Teknologisk Institut" is used.



Requirements concerning Product Certification	Appendix 2 Page 1 of 2
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

Approved form for application of DVC logo in connection with product certification

On letterhead papers, invoices, cover letters, brochures etc. it is allowed to use the DVC logo with or without the accompanying name as shown below:



Danish Window Certification



The DVC name and logo must nowhere be used in such way that it can be perceived as if DVC enters into any form of financial liability for the products.

----- o O o -----

On name plates on the product itself, the plates indicating company name and the figure in the DVC logo must be accompanied by the text Danish Window Certification. As shown in the example below, however, it will be allowed to separate the text Danish Window Certification in up to 3 lines.



Danish Window Certification



*Danish
Window
Certification*



*Danish Window
Certification*

If required, it is possible to indicate the number of the company's DVC certificate, for example: Certificate no. xxx-P on a line below Danish Window Certification.



Requirements concerning Product Certification	Appendix 2 Page 2 of 2
	10th edition Date: 2008.12.22 Elaborated by Bjarne Sørensen Approved by <i>Bjarne Sørensen</i>

Alternatively the plate on the product can be set up as indicated below



Danish Window Certification

Product certificate no. XXX-P

For further information see www.dvc-vinduer.dk



Danish Window Certification

Product certificate no. XXX-P

For further information see www.dvc-vinduer.dk



Danish Window Certification

Product certificate no. XXX-P

For further information see www.dvc-vinduer.dk

The size of the logo can be chosen freely.

Colour in addition to black must be "warm red" in the Pantone system.

The DVC logo can be downloaded from the DVC website under the membership secure site.

----- o O o -----

Distributors' application of the DVC logo

At the DVC certification committee's 25th meeting on 8 December 2005, it was decided that distributors may use the DVC logo provided they indicate the following text:

"Distributor of DVC marked products". See example below.

The consumer will thereby not be misled and believe that it is a DVC certified manufacturer.

Distributor of DVC marked products



Danish Window Certification