

# CERTIFICATE OF COMPLIANCE



**EL Class I**

**Date of issue: 24 April 2025**

**Valid until: 31 December 2026**

*EHEDG hereby declares that the product*

***thermometer series item, types TM311, OTM311, TMR35, OTMR35, TM37x, TM40x, TM41x; thermowells, types TT41x, neck version TE411 with compression fitting type TK40 with PEEK or silicone sealing, tee and elbow thermowells; temperature switch Thermophant, type TTR35 and flow switch Flowphant, type DTT35***

*from*

***Endress+Hauser Wetzler GmbH + Co. KG, Obere Wank 1 , 87484 Nesselwang, Germany***

*has/have been evaluated for compliance and meets/meet the current criteria for  
Hygienic Equipment Design of closed process applications of the EHEDG*

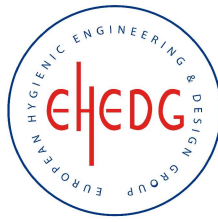
***Certificate No. EHEDG-C2500015***

Signed  President EHEDG  
Hein Timmerman

Signed  EHEDG Certification Officer  
Karlijn Faber

***EHEDG  
Karspeldreef 8  
1101 CJ Amsterdam  
Netherlands***

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## CONTRACT TO USE THE EHEDG CERTIFICATION LOGO FOR EQUIPMENT OR COMPONENTS

A Contract entered into this 15.04.2025 between STICHTING EHEDG, an organization (foundation) existing under Dutch law, with its Head Office at Karspeldreef 8, 1101 CJ Amsterdam, Netherlands, herein after called "EHEDG" and Endress+Hauser Wetzler GmbH + Co. KG, Obere Wank 1, 87484 Nesselwang, Germany, herein after called "Company".

1. Certified Equipment and Certified Components are any equipment, component, system, material or service for which EHEDG has specifically authorized the use of the EHEDG Certification Logo. The EHEDG Certification Logo is a registered mark. All existing rights in connection with or future rights through the use of the logo are exclusively reserved to the EHEDG.
2. EHEDG has determined that the Equipment or Components identified in Article 11 of this Contract comply with the requirements of the applicable criteria and certification classification under Appendix 1 (EHEDG Certification Type: EL Class I) of this Contract.
3. Upon execution of this Contract and payment of any outstanding fees, EHEDG authorizes the Company to use the EHEDG Certification Logo on the Equipment or Components identified in Article 11 subject to the conditions described in Appendix 2 (Conditions for Use of the EHEDG Certification Logo) of this Contract for a period of one year. The period may be extended annually by providing documentation which shows that the Equipment or Components Certified still fully meet/s the provisions of this Contract and payment of an annual prolongation fee as published on [www.ehedg.org](http://www.ehedg.org). On each fifth year anniversary of the initial Certification, the Equipment or Component Certified will be subject to a full hygienic design evaluation and testing, as appropriate, to renew the Certification.
4. The Company undertakes the responsibility to place the Logo only on the Equipment or Components which has/have been certified as in compliance with this Contract.
5. It is understood and agreed that a Logo on any Equipment or Components and its/their Certification are invalid if the Equipment or Components has/have been significantly altered or been represented as being Certified for any purpose or end use other than that Certified by EHEDG. EHEDG assumes no liability for any claims arising from such alteration, misuse, or misrepresentation by the Company.
6. The Company assumes responsibility to inform EHEDG of any changes or modification in the design and manufacture of Certified Equipment or Components which may affect compliance with the EHEDG Criteria. EHEDG will judge whether the changes or modifications render the current Certification void. The need for review of the modified Equipment or Components depends on the modification being carried out.
7. EHEDG assumes no liability for any claims for damages of any kind occurring to any person or entity as a result of sale, resale, use or misuse of the Company's Equipment or Components, whether or not these are certified. The Company assumes full and complete responsibility for its use of the Logo or other representation that its Equipment or Components are Certified. EHEDG assumes no liability for any claims arising from the Company's misuse of the Logo or misrepresentation of the Certification status of its Equipment or Components.
8. The Company undertakes to declare in writing before the annual expiry date on the Certificate at the latest that no modifications were made on the Certified Equipment or Components, or parts thereof. If modifications have been made on the certified Equipment or Components, the Company is to notify EHEDG thereof who determines whether the Certified Equipment or Components needs review or not.
9. Certification of the Equipment or Components is subject to a full evaluation every five years from the issuance date. If the company fails to comply with the five year evaluation or fails the evaluation, the certificate will no longer be valid. At the end of this period the Certification is no longer valid and the use of the Certification Logo in relation to the Equipment or Components for which the Certification was issued is, from that moment on, strictly forbidden. However, Certification of the Equipment or Components can be reviewed to determine if the Certification could be reaffirmed as

written or modified to meet the current applicable EHEDG criteria and reissued, or discontinued. The Company is responsible to initiate the review process sufficiently in advance of the renewal date to prevent a delay in certification.

10. The Contract may be terminated with thirty days' notice by either party. The right to terminate the Contract for cause remains unaffected. Good cause is especially given, if the license fees were not paid or modifications have been carried out on the Certified Equipment or Components without prior notification. This Contract will be terminated when replaced by a mutually agreed new contract or contract revision provided by EHEDG or in case of abuse of the Logo as mentioned under article 14, below.
  11. The EHEDG Certification Logo may be used on or in connection with the following Equipment or Components:
    - thermometer series item, types TM311, OTM311, TMR35, OTMR35, TM37x, TM40x, TM41x; thermowells, types TT41x, neck version TE411 with compression fitting type TK40 with PEEK or silicone sealing, tee and elbow thermowells; temperature switch Thermophant, type TTR35 and flow switch Flowphant, type DTT35 as shown on the drawings or copies of drawings with original (NOT copied) EHEDG stamp, dated and signed by AEO, provided that the Equipment or Components - as applicable - has/have means for use and/or mounting such that compliance with the EHEDG Criteria is not adversely affected as stated in the Hygienic Design Evaluation Report.
  12. EHEDG will keep all documents and other evidence of the Company's Equipment or Components on file. The Secretariat of EHEDG will keep records of Equipment and Components that has/have been certified. EHEDG undertakes to treat all documents received from the Company as confidential.
  13. A Certificate will be provided bearing the EHEDG Logo and applicable Certification type identification as shown on Appendix 1 of this Contract. The Certificate will be signed and dated.
  14. Abuse of the EHEDG Certification Logo (i.e. its use under conditions conflicting with this Contract) may result in any or all of the following sanctions:
    - a. a request to immediately take corrective actions;
    - b. termination of the Contract;
    - c. indemnities and damages to the minimum amount of EUR 10,000 per case.
- Examples of Abuse:
- the Company uses the EHEDG Certification Logo on Equipment, Components, drawings, brochures or other documents which have not been Certified;
  - the Company uses the EHEDG Certification Logo as general information on documents;
  - the Company uses the EHEDG Certification Logo on modified Equipment, Components drawings, brochures or other documents without prior notification to EHEDG;
  - the Company uses the EHEDG Certification Logo on Certified Equipment or Components, drawings, brochures or other documents using another name and/or designation without prior notification to EHEDG;
  - the Company uses the EHEDG Certification Logo on Equipment, Components, drawings, brochures or other documents of Equipment or Components which passed the EHEDG in-place cleaning test but do not comply with the Hygienic Design Criteria of EHEDG.
15. Disputes between Parties in connection with or arising out of the Contract, which cannot be resolved by arrangement between parties, shall be finally settled by arbitration in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbiters appointed in accordance with those rules. The place of arbitration shall be Den Haag (The Hague).
  16. This Contract and referenced documents constitute the entire agreement between Parties and supersede all previous communications, representations or agreements between Parties with respect to the Certified Equipment or Components. No modification will be binding upon either party unless it is made in writing and is signed by duly authorized representatives of both Parties.
  17. This Contract will be subject to Dutch law.

For Company

For EHEDG

Endress+Hauser Wetzler GmbH + Co. KG

Eva Rizzo

Hein Timmerman

Name

Name

Head of Department Technology Safety

President EHEDG

Title

Title

Signature

Signature

23 April 2025

15 April 2025

Date

Date

**This Contract includes the following documents:**

Appendix 1 – EHEDG Certification Logo type and class

Appendix 2 – Conditions for Use of the EHEDG Certification Logo

Appendix 3 – EHEDG Equipment Evaluation Form