

will perform the interlaboratory test on the method "DIN EN 15188:2021-07 Determination of the spontaneous ignition behaviour of dust accumulations" in cooperation with the QuoData Quality Management and Statistics GmbH and the Physikalisch-Technische Bundesanstalt (PTB).

Centre for quality assurance for testing of dangerous goods and hazardous substances CEQAT-DGHS



**Bundesanstalt für
Materialforschung
und -prüfung (BAM)**



**Quality Management and Statistics
GmbH**



**Physikalisch-Technische Bundesanstalt
(PTB)**

Interlaboratory test 2023

"DIN EN 15188:2021-07 Determination of the spontaneous ignition behaviour of dust accumulations"

2022-12-05

As announced the interlaboratory test on the revised method "DIN EN 15188:2021-07 Determination of the spontaneous ignition behaviour of dust accumulations" will be performed in 2023.

This interlaboratory test is carried out as a proficiency test in accordance with ISO/IEC 17043:2010. BAM is not accredited according to ISO/IEC 17043:2010 but in case of proficiency tests we work in accordance with ISO/IEC 17043:2010. Deviating from this standard, the evaluation of performance (together with the data analysis) is carried out as a subcontract with a cooperating partner of CEQAT-DGHS. The order- and rule-compliant performance of our services is supported by a BAM-internal quality management system.

A compulsory prerequisite for the interlaboratory test is, that a minimum number of 10 labs is reached.

The interlaboratory test will be executed in the period April – June 2023. To participate in this interlaboratory test you have to fill and sign the following **Order and registration form** and to send back the filled in form **to the BAM not later than 8th January 2023**.

Order and registration form

Deadline 8th January 2023

We would like to order a sample set of the interlaboratory test on the method "DIN EN 15188:2021-07 Determination of the spontaneous ignition behaviour of dust accumulations" at the price of:

EUR 2.600,- (net)* incl. shipment.

**...plus the statutory value added tax amount valid at the time at which the service is rendered*

We accept that the fee for the sample set has to be paid within 2 weeks after receipt of the BAM-Invoice. The sample set will be delivered after receipt of the payment.

Laboratory / Firm					
VAT number					
Street, No. (no P.O. Box No.!!)					
Country		Postcode		City	
Name of contact person					
Phone			Fax		
E-mail					

Please send the duly completed form either via fax or email to:

Dr. Peter Lueth

Bundesanstalt für Materialforschung und -prüfung (BAM)

Unter den Eichen 87; 12205 Berlin, Germany

Tel: +49 30 8104-1201, Fax: -1207, Email: peter.lueth@bam.de

Conditions Governing the Order/ Interlaboratory test

Value Added Tax

VAT – EU foreign clients

The remuneration stipulated in the quotation shall be net remuneration insofar as the party holds a valid VAT identification number and has submitted it to the Federal Institute for Materials Research and Testing (BAM). In this case, the tax liability would be transferred to the beneficiary (the "party") in accordance with Section 13b UStG [German Value Added Tax Law] ("reverse-charge procedure"). The BAM shall therefore issue their invoices without a VAT receipt. If the party does not submit a valid VAT identification number to the BAM, the remuneration shall increase by the statutory value added tax valid at the time at which the service is rendered.

VAT – clients outside the EU

In the event that the BAM must fulfil VAT obligations in a state based on the services covered in this contract, the party shall undertake to compensate the BAM for the tax owed by law at the time at which the service is rendered. The net remuneration stipulated

in the contract shall increase in these cases by the amount of tax owed by the BAM by law at the time at which the service is rendered.

Use of Data

With this order we acknowledge the fact that the data acquired in the framework of the interlaboratory test will be stored in a database and used for evaluation. We consent to the BAM, QuoData GmbH and PTB using the data pursuant to the *Datenschutz Grundverordnung (DSGVO) - General Data Protection Regulation (GDPR)* – and using the same for the purpose of evaluation.

Termination/ Cancellation

A compulsory prerequisite for the interlaboratory test is, that the interlaboratory test will be performed for a minimum number of 10 labs. In case the client had already paid the order value and the interlaboratory test is not been performed due to a too low participant number the order value will be refunded to the client. The contracted service/ interlaboratory test may be cancelled by the BAM at any time subject to four weeks' notice. This shall not affect the right to terminate without notice for cause.

Opposing terms and conditions

Any general and contractual terms and conditions put forward by the client in opposition to this contract shall be invalid, even if the client makes specific reference to said terms and conditions.

Subsidiary agreements

Verbal undertakings and subsidiary agreements must be confirmed in writing to be effective. Any additional or contrary agreements and subsidiary agreements must be confirmed in writing by the BAM to be valid.

Entry into force

The contract shall enter into force when it has been signed and a copy of the order document has been forwarded within the period of validity stated in this document.

Place of jurisdiction, applicable law, place of performance

The place of jurisdiction and performance for all services is Berlin. The contract and any legal disputes arising therefrom shall be subject exclusively to the law of the Federal Republic of Germany. The German conflict of laws provisions shall not apply.

Unconditionally agreed:

Date, Place		Signature	
Seal/ Stamp			