

PARTICULAR RULES	BRP	279
	VERSION 12	2024/04

PARTICULAR RULES FOR THE USE AND CONTROL OF
THE BENOR-MARK IN THE SECTOR OF PRODUCTION,
DISTRIBUTION, AND PROCESSING OF HOT ROLLED AND
COLD DRAWN CONCRETE REINFORCING STEELS
(INCLUDING WELDED FABRIC, LATTICE GIRDERS AND
PLANE PANELS)

The valid version is available on the PROCERTUS website.

Use the QR code below:



FOREWORD

On 01.04.2024, the npo's PROBETON, BE-CERT, OCAB-OCBS and PROCERTUS merged in accordance with article 13 of the Code of Companies and Associations. On that date, PROBETON, BE-CERT and OCAB-OCBS were automatically dissolved, and all their rights and obligations were transferred to PROCERTUS, which alone continues their activities.

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1 GENERAL PROVISIONS

1.1

PROCERTUS is has been designated by asbl BENOR vzw as the Sectoral organisation for the management of the BENOR-mar in the sector of steel for reinforced concrete.

This mandate applies to products² of hot rolled steel and cold drawn steel, with improved adhesion, and to welded fabrics, lattice girders or concrete plane panels of grades and qualities with a guaranteed elasticity limit of at least 500 N/mm² covered by the NBN A24-301 to 304³ standards and corresponding PTV⁴ documents.

1.2

This mandate has been granted to PROCERTUS by asbl BENOR vzw¹ pursuant to section 7 of the Rules for the Use and Control of the BENOR-mark⁵ (hereinafter referred to by **RM** or Rules of the Mark) and the General Rules for the Management of the BENOR-mark⁶ (hereinafter referred to as **RG** or General Rules). A copy of each can be obtained from PROCERTUS.

These two rules (**RM** and **RG**) shall be considered as part of these Particular Rules.

1.3

The original statutes of PROCERTUS were published in the annexes of the Belgian Monitor of 3 October 2023. The list of published changes and the text of the resulting statutes can be obtained from PROCERTUS.

1.4

The registered office of PROCERTUS is established in 1140 BRUSSELS, Avenue Jules Bordet 11.

2 AUTHORISATION FOR THE USE OF THE MARK

2.1

The authorisation of use of the BENOR-mark are available to the following categories of legal entities:

2.1.1

as *USER OF THE MARK, producer*: to all producers of products registered as such in the legally applicable register of commerce.

2.1.2

as *USER OF THE MARK, distributor*: to the different categories of companies that exert activities defined in the Implementation Rules TRA 283, and are registered as such in the legally applicable register of commerce.

² For the sake of simplification, in the text the term "product" will include the set of products defined in Article 1.1.

³ The term "standard(s)" in the following text covers the most recent version of the NBN standards A24-301 to 304, as well as the technical specifications from PROCERTUS known as PTVs.

⁴ Technical Specifications: (**P**rescriptions **T**echniques - **T**echnische **V**oorschriften).

⁵ Reference asbl BENOR vzw: NBN/RVB.CA/RM2012-10-02 or according to the latest edition in force

⁶ Reference asbl BENOR vzw: NBN/RVB.CA/RG2012-10-02 or according to the latest edition in force

2.1.3

as *USER OF THE MARK*, processor or processing workshop⁸: producers of shaped reinforcements or prefabricated frames, registered as such in the legally applicable register of commerce, and who make those reinforcements and frames from BENOR products.

2.2

The party wishing to obtain an authorisation to use the mark must submit an application to PROCERTUS using an application form provided for this purpose. After examining the admissibility, PROCERTUS decides to start the certification procedure and to carry out the necessary tasks as provided for in the applicable Implementing Rules.

2.3

The use of the BENOR-mark shall be granted by PROCERTUS for the products or distribution of the products referred to in Article 1.1 if those products or distribution meet the criteria of the standards and after fulfilment of all technical and administrative requirements, including the provision of a technical dossier. Thereafter, this technical dossier must be kept up to date to reflect the actual situation.

2.4

In the event of a favourable decision following the preliminary examination, the authorisation of the use of the BENOR-mark shall be subject, on the applicant's behalf, to the signing of an agreement, the terms of which are fixed by PROCERTUS.

This Agreement specifies in particular:

- the date of entry into force of the authorisation to use the mark,
- the form and possible identification number to be included on the various documents (see **RM** or Rules and, if applicable, the relevant Implementation Rules),
- the financial system (see chapter 10 of these Particular Rules).

2.5

The *USER OF THE MARK*, *producer*, *distributor* or *processor* undertakes to comply with all the conditions of these Particular Rules, the Implementation Rules in force and the applicable provisions of the reference documents referred to therein.

The *USER OF THE MARK*, *producer* undertakes, during the entire period of validity of the right to use the BENOR mark, to provide all his products, delivered under the cover of the BENOR-mark, with the marking agreed in the agreement (depending on the type of products: hot rolling or drawing marks, or labels).

The *USER OF THE MARK*, *distributor* or *processor* undertakes to highlight all characteristics and guarantees relating to the quality of the BENOR product delivered, in particular on the delivery documents.

2.6

The conformity of BENOR products is controlled in accordance with the requirements of the Implementation Rules and confirmed in the framework of their respective actions by the *USER OF THE MARK*, *producer*, *distributor* or *processor*.

⁸ A processing workshop operates with steel for concrete that is supplied by *USERS OF THE MARK*, *producers* or *distributors* to transform them into custom-made reinforcement for reinforced concrete in accordance with the Implementation Rules TRA 500.

The conformity of BENOR products is in particular controlled based on tests carried out in the control⁹ laboratory. To this end, the *USER OF THE MARK* undertakes to transmit the concerned samples to the control laboratory within a maximum of five (5) working days from the date of their selection.

2.7

2.7.1

Any reinforcement for which the identification marking affixed to it is a guarantee of the BENOR-mark, which, either during the factory tests before dispatch or at subsequent controls, does not meet the requirements, is scrapped by the care of and at the expense of the production plant under the control of PROCERTUS¹⁰.

Any product in the form of welded fabrics, lattice girder, plane panel or shaped frame, with the BENOR label that, either during factory testing before shipment or following subsequent testing, does not meet the requirements, is stripped from the mark by the care of and at the expense of the producer plant, under the control of PROCERTUS.

In addition, if it is found that products that do not meet the requirements have been shipped under the cover of the BENOR-mark, the *USER OF THE MARK*, *producer*, *distributor* or *processor* is required to notify his or her customers and to provide proof of that action to PROCERTUS.

2.7.2

In order to retain the advantages granted to the use of the BENOR-mark, the products must be supplied to the users-consumers either directly from *USERS OF THE MARK*, *producers*, or through intervention of *USERS OF THE MARK distributors* or *processors* (see Article 7.2).

As a reminder, prestressing steels must be delivered by the *USER OF THE MARK producer* to *consumer-users*, without intermediate storage at a distributor.

2.8

In the event that a BENOR product is re-shipped to the *USER OF THE MARK*, *distributor* for reasons other than non-compliance with the BENOR specifications, the *USER OF THE MARK*, *distributor*, under his responsibility, establishes a return slip, after ensuring that all products that are re-shipped to him bear the mark and/or the BENOR label.

3 PRODUCT LIABILITY

The *USER OF THE MARK* is fully responsible for attesting that the products comply with the requirements of the technical specifications. The involvement of a third party, even to provide a certificate of conformity, does not relieve the producer of any of his responsibilities. Under the current section of the General Rules (**RG**), the certificate holder bears sole responsibility for the conformity of the product, process or service produced and marketed under the BENOR-mark. The affixing or use of the BENOR-mark does not relieve him of his responsibilities and does not replace them with those of NBN, asbl BENOR vzw, the Sectoral Organisation (OSO) or the Certification Body (OCI).

Accordingly, the *USER OF THE MARK* declares that PROCERTUS is held free of any complaint concerning liability for the products.

⁹ Laboratory recognized by PROCERTUS and listed in document 503.

¹⁰ A non-compliant product bearing the BENOR mark can therefore not be marketed in any form or under any circumstances, both domestically and internationally.

4 DURATION OF THE AGREEMENT

4.1

The agreement shall be provisional during the probationary period defined in the Implementation Rules. Upon receipt of a confirmation letter from PROCERTUS, this authorisation to use the BENOR-mark becomes valid for a period of three years, tacitly renewable (for the same period and so on), unless notice is given by one of the parties, by registered postal letter, three months before the expiry of the period.

The authorisation may also be terminated on another date by agreement between the parties or following a sanction (see chapter 8 hereafter).

The validity of the authorisation of the use of the mark is confirmed annually by issuing of a certificate.

4.2

PROCERTUS may set a shorter term for the authorisation of use of the BENOR-mark if it foresees the publication in the near future of an addendum or a new edition for the Belgian standards for those products.

4.3

4.3.1

If the *USER OF THE MARK* wishes to interrupt all or part of his production, he shall inform PROCERTUS as soon as possible and at least three months in advance, except in exceptional circumstances requiring to shorten that period. The agreement is automatically terminated for the products concerned.

4.3.2

If the *USER OF THE MARK* wishes to voluntarily suspend the certification for all or part of his production, he shall inform PROCERTUS as soon as possible and at least three months in advance, except in exceptional circumstances requiring him to shorten that period. The agreement is suspended for the products concerned.

If the *USER OF THE MARK* returns to production within twenty-four months, an update of the technical file must be submitted to PROCERTUS. PROCERTUS defines the tests to be carried out during the first visit.

If the *USER OF THE MARK* does not resume production within twenty-four months, the agreement shall be automatically terminated for the products concerned.

4.3.3

If the *USER OF THE MARK* wishes to transfer certification following a change in name, he shall provide objective proof showing that the conditions governing certification under the new name are identical to those in force previously. If not, he indicates all significant changes. The technical dossier must be updated. The *USER OF THE MARK* also undertakes that the new company shall take on all current or future debts of the old company vis-à-vis any third party and PROCERTUS in particular. On this basis, PROCERTUS examines the content of the document. Depending on the case, the agreement and the certificate are either adapted, or terminated or cancelled. In the latter case, the *USER OF THE MARK* is advised that a new certification application is to be submitted by the new company.

4.3.4

If the *USER OF THE MARK* wishes a transfer of certification following a site change with partial or complete relocation of the production equipment, he shall provide objective proof showing that the conditions governing the certification in the new site are identical to those in force previously. If not, he indicates all significant changes. The technical dossier must be updated. On this basis, PROCERTUS examines the content of the document. Depending on the case, the

agreement and the certificate are adapted, or terminated or cancelled. In the latter case, the *USER OF THE MARK* is advised that a new certification application is to be submitted by the new company.

4.3.5

If the *USER OF THE MARK* wishes a transfer of certification following a site change with installation of a new production equipment, the agreement and the certificate are terminated or cancelled. A new application for certification is to be submitted by the *USER OF THE MARK*.

4.3.6

If the product is modified by the producer, the producer is required to inform PROCERTUS about any changes to the product. PROCERTUS then may decide to take action. Where appropriate, such measures shall include the amendment or termination of the agreement.

4.3.7

Termination of a *USER OF THE MARK*'s agreement will result in the withdrawal of all authorisations resulting from it.

4.3.8

Unless the termination of the authorisation for use results from grounds giving rise to sanction, the *USER OF THE MARK, producer* may continue to sell the products already bearing the BENOR-mark for a period of six months beginning on the date of termination of the agreement. THE *USER OF THE MARK, distributor* has a period of one year to sell the stocks of the products concerned. A waiver may be granted by PROCERTUS for these time limits.

For the *USER OF THE MARK, distributor or processor*, this possibility automatically expires in all respects as soon as he includes in his shop products that do not bear the BENOR-mark, or buys or sells such products in the course of commercial transactions (Article 2.5).

5 PUBLICATION OF LISTS OF USERS OF THE MARK AND OF PRODUCTS.

PROCERTUS publishes on its website www.procertus.be:

- a) the list of USERS OF THE MARK
- b) the list of products authorised to bear the BENOR-mark and the means of identifying them.

6 DELIVERY SLIPS AND IDENTIFICATION LABELS

6.1

Products bearing the BENOR-mark are, with the exception of Article 6.2, accompanied by a signed delivery slip (with the name and title of the signatory) from the *USER OF THE MARK*. In the absence of indications in the Implementation Rules for a given product, the delivery slip shall contain at least the following:

- a) BENOR¹¹ symbol with the *USER OF THE MARK*'s identification number

¹¹ The BENOR logo complies with the rules of use of the BENOR logo and references to the BENOR brand.



NBN A 24-301¹²

(X) Space reserved for the identification number of the *USER OF THE MARK*.
This identification number is given in the agreement.

- b) Name of the *USER OF THE MARK*, *producer*
- c) Increasing order number to list BENOR deliveries
- d) Qualitative designation - according to Belgian standard - and complete quantitative description of delivery
- e) Date of delivery
- f) Name and address of the customer and place of delivery
- g) All customer order references.

The *USER OF THE MARK* also indicates the distinctive marking of the product.

The template of a delivery slip must be submitted to PROCERTUS for approval.

6.2

Shipments of a *USER OF THE MARK*, *producer*, *distributor* or *processor* intended for a distributor who has not applied for authorisation of use of the mark, may not be accompanied by a BENOR delivery slip or any other document referring to BENOR.

6.3

In principle, each slip corresponds to an exclusive invoice that includes the references of that slip. However, a grouping of several slips on a single invoice may be allowed, provided that the bundled slips all relate to BENOR products.

The vouchers and invoices can be consulted on the spot by PROCERTUS' agent, excluding commercial aspect of these documents (unit prices and overall prices, etc.).

This control is not limited to BENOR products. In exceptional cases, it may be made more general in order to check the BENOR biller's concordance with the general biller.

6.4

BENOR products shall be stored in such a way as to avoid degradation and any mixture of qualities, grades and diameters.

They must be separated from products other than BENOR reinforced concrete steels.

¹² In the event that the certified products are not included in the basic standard, the reference to the NBN A24-301 standard is completed by the ad hoc PTV number. Example in the case of lattice girders: NBN A24-301 + PTV 305, in the case of mechanical connections: NBN A24-301 + PTV 307 or in the case of plane panels: NBN A24-301 + PTV 308.

7 USE OF THE MARK - ADVERTISING

7.1

Any use of the mark or any advertisement by a *USER OF THE MARK* shall comply with the rules of use of the BENOR logo and references to the BENOR-mark (**RM** and **RG**).

7.2

In the event of unlawful use by third parties, PROCERTUS, within its competences of a Sectoral Organisation, takes the necessary steps to protect the use of the mark in its sector and informs asbl BENOR of this.

8 SANCTIONS

If a *USER OF THE MARK* does not comply with either the provisions of these Particular Rules, the Implementation Rules in force or the technical specifications, or with special provisions decided by PROCERTUS in the context of his certification, the surveillance may be temporarily tightened, measures may be imposed to restore confidence in the conformity, or the authorisation to use the mark may be immediately suspended, or be withdrawn.

Sanctions, as defined in section 15 of the ARG G06 (Rules for BENOR Product Certification in the Construction sector) are:

- Warning:
the *USER OF THE MARK* is warned that the persistence or repetition of the infringement or shortcoming for a certain period of time may cast doubt on his ability to guarantee the conformity of his product on an ongoing basis and may give rise to a more severe sanction.
- Suspension of autonomous supply:
the *USER OF THE MARK* may no longer supply the relevant production parts under the mark without the prior permission of the certification body. Autocontrol and external control will continue unabated.
- Suspension of the authorisation to use the mark:
the *USER OF THE MARK* may no longer supply the relevant production parts under the mark for a certain period of time. Autocontrol and external control will continue unabated.
- Partial withdrawal of the authorisation to use the mark:
the *USER OF THE MARK* may no longer supply the relevant production parts under the mark. The external control of the production parts in question will be discontinued.
- Withdrawal of the authorisation to use the mark:
the *USER OF THE MARK* may no longer supply the product under the mark. External control shall be discontinued, with the exception of a visit which takes place during the three months following the withdrawal, for the purpose of checking the state of stocks.

Sanctions shall only be applied by PROCERTUS after the party concerned or its representative and all parties involved have been heard, unless there exist compelling reasons not to do so.

9 OBJECTION, APPEAL, DISPUTES

9.1 Objections

The *USER OF THE MARK* who has applied to PROCERTUS or to whom a certificate has been issued may submit to PROCERTUS a reasoned objection against a certification decision taken by PROCERTUS during the processing of his file.

An objection is handled by the bodies of PROCERTUS that have taken and ratified the original certification decision. If the *USER OF THE MARK* so wishes or if this is necessary to investigate the objection, the *USER OF THE MARK* will be invited to be heard.

This procedure does not suspend the original decision.

9.2 Appeal

A *USER OF THE MARK* who feels aggrieved by a decision regarding the handling of an objection? may lodge an appeal by registered letter.

An appeal shall be handled by an Appeal Committee set up for that purpose in accordance with a procedure which has been made publicly available. The costs of the setting up, the work and the decision-making of the Appeal Committee shall be borne by the party that the Appeal Committee sets in default or at fault.

The decision of the Appeal Committee shall be of an amicable or conciliatory nature and cannot not be subject to any further appeal.

This procedure is not suspensive to the decision under appeal.

9.3 Disputes

If no conciliation can be achieved through the appeal procedure (cf. Article 9.2) and a permanent dispute arises as a result, a *USER OF THE MARK* who feels aggrieved by the decision of the Appeal Committee may initiate a judicial appeal procedure before CEPANI, the Belgian Centre for Arbitration and Mediation in accordance with the rules of that centre.

This dispute resolution procedure does not have a suspensive effect.

10 FINANCIAL REGIME

10.1

10.1.1

The financial regime applicable to *USER OF THE MARK* is subject to tariffs published annually by PROCERTUS. The deadline for payment of invoices is one month. Any failure of payment can lead to the suspension or withdrawal of the authorisation of the use of the trademark.

10.1.2

The applicant undertakes to pay PROCERTUS the agreed fees for the preliminary examination, regardless of the outcome.

If this preliminary examination results in one or more insufficient results and leads to additional tests and visits, these additional services are charged at an additional cost.

10.1.3

The amount of user fees includes the cost of inspections, the operating costs of the Sectoral organisation and Certification body, as well the fee due to asbl BENOR vzw.

10.2

PROCERTUS may make changes to its tariff, and then will inform the *USER OF THE MARK* thereof.

10.3

In the event of a stop, voluntary suspension, transfer, suspension or withdrawal of the authorisation for use of the BENOR mark, the *USER OF THE MARK* shall be bound by all obligations remaining on the date of the stop, voluntary suspension, transfer, suspension or withdrawal, vis-à-vis PROCERTUS and asbl BENOR vzw and in respect of in particular, the costs incurred by the screening and verification operations, as well as the costs of managing the files (modification of the lists).

He may not require any reimbursement, even partial, of management fees and control fees already paid.

11 HISTORY OF REVISIONS

Revision 9 of 3 June 2016

- Integration of stopping, standby and transfer documents,
- Update to consider the establishment of BENOR^{asbl} and the change of headquarters of OCAB-OCBS.

Revision 10

- Adding a time limit for sending samples to a control laboratory.
- Edition in the English language.

Revision 11 of 1 April 2024

- Transfer of asbl OCAB-OCBS vzw to asbl PROCERTUS vzw
- Removal of references to the quality manual of OCAB-OCBS
- Removal of geographical definition for applicants for the use of the mark
- Mention of the application (2.2)
- Adoption of the list of sanctions from ARG G06 (Chapter 8)
- Addition of the chapter on objections, appeals, disputes (Chapter 9)
- Modification of the order of chapters
- Editorial and linguistic corrections