

# **CerTrust Inspection and Certification Ltd.**

## **Product Testing, Certification and Inspection Procedure**



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(came into force on 18.03.2020)

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**1. Introduction**

This document describes the certification, testing of products and audit of products related quality management systems procedures applied by CerTrust Inspection and Certification Ltd. (hereinafter referred to as CerTrust) according to the Directive of 2013/29/EU and 2014/28/EU and the 2016/426 Regulation and other normative documents. This document is available for clients as referred of the application form and it is also published at [www.certrust.eu](http://www.certrust.eu) homepage. As notified body, the certificates referring to the relevant module of the Directive, standards and normative documents listed in the Annex of the notified body certificate. CerTrust is independent of the client. The certification is performed impartially and in non-discriminative manner, available for all

parties. All information regarding the certification procedure is considered confidential.

**2. Definitions**

Terminology of the ISO/IEC 17065 and ISO/IEC 17025 and the related Directive is used.

**3. Contracting**

The Quotation and the Contract is issued in the same form. Once the client accepts the price of the quotation which is included in the „Quotation Summary, Order” part, it automatically becomes a contract.

In order to officially be contracted, it is necessary to accept the General Business Terms and Conditions, which is done by signing the Quotation Summary, Order.

Validity of the contract is only valid until the related certificate is valid. During this period, CerTrust has the right carry out any necessary assessments at the client.

In case of Module B, the client related registration number is issued in advance by CerTrust with the quotation. CerTrust reserves the right to make changes to the registration number, therefore CerTrust do not accept any financial claim arising from the change. The registration number only valid once the certification is officially signed and issued.

**4. Testing procedure**

Product tests are carried out in the CerTrust laboratories or the assessed subcontracted laboratories with CerTrust. If necessary, those tests can be carried out in other places, only if every condition is acceptable to the relevant requirements, defined and accepted by CerTrust experts.

The test reports shall prove that the product complies all of the standard requirements.

CerTrust verifies that the test methods, test parameters, and the measured results are conforming to the requirements of the relevant requirements.

The product shall comply with all relevant legal regulations, if any.

The cost of sending samples to CerTrust is charged to the client. Also the client responsibility to send all the necessary documents (such as technical data sheet - TDS) to CerTrust.

CerTrust only accept the documents is English. The tests are carried out according to the relevant standard.

In case of Quality management system audits, the client need to provide all the relevant documents (such as manual, procedures, technical documents, forms).

The product documentation shall comply with the requirements of the relevant standard or normative document.

At the end of the testing procedure, the client get the test report and/or assessment report and/or audit questionnaire and/or audit report.

CerTrust has the right to publish the clients name, address and certificate as the reference list.

#### **4.1 Storage the test samples and documentation**

CerTrust store all the samples and documentations 3 months in case any fault of the client.

The client responsibility to provide any samples and documentations required by CerTrust. If client do not provide them after request, CerTrust exempt from financial liability arising from this issue.

After performed test or audits, in case of left sample, CerTrust has the right to annihilate the samples or documentation if their following storage is meaningless. It is also possible without permission, but CerTrust will inform the client in advance.

#### **5. Certification procedure**

Test reports from laboratories which are based on the certification are only accepted when previously assessed by CerTrust according to the EN ISO/IEC 17025.

The permission to use the certificate applies only to the certificate holder with respect to the product and the manufacturing site and the scope covered by the Quality management system.

CerTrust as Notified body can demand prepayment of the examination fee.

If the client applies for an EU certificate of conformity, CerTrust need a written declaration that the same application has not been lodged with any other notified body.

Completion of the test and/or certificate does not resolve the customer's warranty obligation as specified in the contract.

CerTrust reserves the right to provide the other notified bodies under the Directive carrying out similar conformity assessment activities covering the same vessels with relevant information on issues relating to negative and, on request, positive conformity assessment results.

CerTrust reserves the right to provide information to relevant authorities (notifying, accreditation) about the issued certificate and/or test report and their content.

#### **5.1. Types of Certificates**

CerTrust issues the following type of certificates based on the relevant Directive or Regulation:

Directive of 2013/29/EU and 2014/28/EU and the 2016/426 Regulation.

**1. Module B** of the conformity assessment procedure. The EU type examination certificates are valid until withdrawal, provided that the test specifications and construction of the product remain unchanged.

**2. Module C2** of the conformity assessment procedure. The conformity to type examination certificates are valid only for the respective batches evaluated and certified by CerTrust as Notified Body.

**3. Module G** of conformity based on unit verification

**4. Modules D, E, H** of the conformity assessment procedure. These QM system certificates are valid for maximum 2 years, provided that the test specifications and certified system remain unchanged.

**5. Module F** of Conformity to type based on product verification

Certificates for QM systems are issued only if the audits have been completed successfully. If the Directives require EU type examination certificates

or EU design examination certificates, it must be provided for the certification process.

Certificates for QM systems provide evidence of

- the conformity to relevant standards;
- the conformity to directives through a “Notified Body”;
- the scopes of application of products/product categories.

### 5.2. Validity of the certificate

If all requirements of the applicable standard are satisfied and all legal and official regulations observed, CerTrust issue the certificate. The validity of the certificate is based on chosen Module.

### 5.3 Changes of the certificate

The Client is requested to inform CerTrust Certification promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. Change of site, additional sites, change of process, change of ownership, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. CerTrust Certification will then take the appropriate action, such as conducting a special visit and/or changing the certification. Special visits can be conducted as well to investigate complaints received about the Client.

### 5.4. Client rights

Client the rights to use the product or system certificate as a basis to declare that the product conforms to the requirements (EU type examination certificates module B and EU certificates of conformity module F or G).

The client right to use the CerTrust registered number (2806) in case of approval by CerTrust.

The client right to use the issued certificate in advertisements.

### 5.5. Client Obligations

Fulfil the conditions settled in the contract. Ensures that the manufacture system or product conforms to the standard specified in the certificate, issued by CerTrust.

The client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the certification body

If the certification applies to ongoing production, the certified product continues to fulfil the product requirements

The client makes all necessary arrangements for

- the conduct of the evaluation (see 3.3) and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
- investigation of complaints;
- the participation of observers, if applicable

The client makes claims regarding certification consistent with the scope of certification

In case of any safety defects which occur in the certified products (CE marked), the client needs to make suitable actions in order to avoid any human and/or market damage. Client need to inform the relevant authorities and CerTrust as Notified Body.

Submit all required documentation for the certification procedure.

Provide necessary test samples.

On request of CerTrust, provide the possibility for the personnel of company to witness the tests.

The client shall keep a register and record of any complaints regarding the certified product. Client shall provide it to CerTrust immediately in order to make any necessary actions as Notified body.

The client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and

- takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- documents the actions taken;

Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference

thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;

If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;

In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by the certification scheme;

The product certificate shall be used within its scope and validity date, to demonstrate compliance to the requirements of the relevant standard. When expired, the client shall not refer to the product certificate any longer.

The client shall not refer to the certificate in misleading or confusing manner.

The client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized

The client shall not refer to withdrawn certificate.

Never claims anything has may jeopardize reputation of CerTrust.

Certification documents shall be copied in full extent in all cases.

Inform CerTrust about any changes that may affect compliance with the certification requirements.

Client shall, under the responsibility of the notified body, affix the notified body's identification number during the manufacturing process.

## **6. Restriction, Suspension, Expiration and Declaration of Invalidity of Certificates**

Certificate expires or is deemed to be withdrawn if:

- the indicated period of validity expires and if it has not been extended;
- the certificate holder discontinues the relevant business operations;

- misleading or unauthorized advertising is conducted;
- the certificate holder fails to pay outstanding invoices within 4 weeks;
- certificate holder violates the Product Testing, Certification and Inspection Procedure and/or the General Business Terms and Conditions and/or the related contract/order;
- If the client does not comply furthermore with the requirements of the relevant standard/Directive/normative documents, CerTrust sends a written warning to the client, if does not make the necessary correction within 30 days, CerTrust has the right withdraws the certificate.

Certificates may be restricted, suspended, or declared invalid and revoked by CerTrust if:

- the certified product no longer conforms to the approved type;
- end users or third parties are exposed to risks caused by products manufactured under an approved quality system;
- defects in the product or QM system that appear later;
- certificates have been falsified;
- misleading or unauthorized advertising is conducted;
- the client does not pay the fee.

CerTrust is entitled to publish details of the expiry, withdrawal, revocation, restriction and suspension of a certificate.

CerTrust will not be liable for any damage the client may suffer as a result of cases of part 7.

## **7. Inspection procedure**

CerTrust reserve the right to inspect the certified item and/or quality management system at any time, without advanced warning.

## **8. Audit**

In order to maintain the validity of certificates issued for Quality management systems the client need to have surveillance audit. The focus of such audits is on the checking, the effectiveness of the certified system.

### **8.1 Surveillance audit and costs**

The client is required to apply the surveillance audit before the expiration date of the certificate. The client need to give sufficient time to accomplish the audit and maintain the scope of the certificate.

The costs of the surveillance audit will be invoiced to the client based on the agreed price.

If the client cancels an agreed audit appointment at short notice (1 week), the cost will be billed anyway.

### **9. Products already on the Market**

CerTrust reserve the right to re-check the products on the market with CE marking using the CerTrust notification number (2806). The certificate holder will receive the full report. In case of nonconformity, the certificate holder has to pay the whole re-testing fee.

### **10. Infringement of the Product Testing, Inspection and Certification Procedure**

CerTrust reserves the right to claim expenses compensation from the client in case of violate the Product Testing, Certification and Inspection Procedure.

### **11. Complaints**

Client has the right to make complaints in case of not satisfied with the decisions of CerTrust.

Complaint is investigated by the CerTrust Management Team. If the complaint is justified, CerTrust make the corrective actions.

### **12. Record of the issued certificate**

CerTrust keeps a copy of issued product certificates for 10 years.