

CerTrust Inspection and Certification Ltd.

Product Testing, Certification and Inspection Procedure

A handwritten signature in blue ink, appearing to read "Gábor", is positioned above a horizontal dotted line.

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(came into force on 08.06.2026)

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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 2014/30/EU and 2014/53/EU and 2006/42/EC and the 2016/426 and 2019/945 and 2019/1009 Regulation and the Pyrotechnic Articles (Safety)

Regulations 2015, SI 2015 No. 1553 as amended 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 homepage. As notified body or UK Approved Body, the certificates referring to the relevant module of the Directive, standards and normative documents listed in the Annex of the notified body or UK Approved 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.

4.2 Decision rule

CerTrust always uses the measured values as its decision rule.

The scope of the decision rule covers:

- ammonium nitrate fertiliser of high nitrogen content test;
- ADR test.

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 or UK Approved Body can demand prepayment of the examination fee.

If the applicant applies for a certificate under the scope of a Notified Body or a UK Approved Body, the applicant acknowledges that the same application shall not submit to another Notified Body or UK Approved 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 or UK Approved Body 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;2014/28/EU; 2014/30/EU; 2014/53/EU; 2006/42/EC and the 2016/426 and 2019/945 and 2019/1009 Regulation and The Pyrotechnic Articles (Safety) Regulations 2015, SI 2015 No. 1553 as amended.

1. Module A1 of internal production control plus supervised product testing

2. Module B of the conformity assessment procedure. The EU type examination or Type examination certificates are valid for the period specified in the individual contract, provided that the test specifications and construction of the product remain unchanged.

3. 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 or UK Approved Body.

4. Module G of conformity based on unit verification

5. Modules D, D1, E, H of the conformity assessment procedure. These quality management system certificates are valid for the period specified in the individual contract, provided that the test specifications and the certified system remain unchanged.

6. 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 or Regulation require EU type examination or Type examination certificates or 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 or Regulations through a “Notified Body” or “UK Approved 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 behaving a special visit and/or changing the certification. Special visits can be behaved 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 or Type examination certificates module B and certificates of conformity module F or G).

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

Due to its legal obligation, CerTrust is entitled to publish the names, addresses and certificates of its customers on its website.

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 behaviour 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 or UKCA 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 or UK Approved 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 or UK Approved 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 or UK Approved Body, affix the notified body's or UK Approved 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 behaviour;
- 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, which started when the requirement enter into force and the transition period is ended, CerTrust has the right withdraw 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 behaviour;
- the client does not pay the fee.

CerTrust entitled to reduce, suspend or withdraw the validity of a certificate without the possibility of appeal if the certificate is misused or used without authorization.

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 6.

In the event of suspected or established fraudulent behaviour, CerTrust shall act in accordance with Section 13 of this Policy and shall be entitled to restrict, suspend, revoke, or invalidate the certificate.

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 or UKCA 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.

13. Handling of Fraudulent Behaviour

13.1. General Provision

CerTrust does not perform accreditation activities, does not grant accreditation status, does not replace accreditation, and its activities are not intended to evaluate or recognize other conformity assessment bodies for accreditation purposes.

13.2. Definition of Fraudulent Behaviour

Fraudulent behaviour shall mean any intentional or deceptive behaviour by a client that jeopardizes the credibility of certification, testing, inspection, or conformity assessment activities through the provision of false information, the concealment of material information, the submission of false or misleading documents, or the unauthorized use of a certificate, mark, or the CerTrust name.

Fraudulent behaviour includes, in particular:

- the submission of false or misleading documents, declarations, test results, or technical documentation;

- the concealment of material information, changes, nonconformities, complaints, or actions taken by authorities;
- the unauthorized or misleading use of a certificate, certification mark, CE marking, the CerTrust name, or identification number;
- references to an expired, suspended, withdrawn, or restricted certificate;
- the intentional obstruction of inspections, surveillance activities, or the provision of information;
- carrying out or advertising activities that may misleadingly be regarded as accreditation, an accreditation-substituting procedure, or a conformity assessment activity serving as a basis for accreditation.
- restricting, suspending, withdrawing, or invalidating the scope of certification or the certificate;
- requiring the discontinuation of any unauthorized or misleading reference, advertisement, marking, or use of a certificate;
- terminating the contractual relationship;
- notifying the competent authority, designating body, or accreditation body.

13.3. Procedure and Sanctions

Where fraudulent behaviour is suspected, CerTrust shall document the available information, investigate the suspicion, and, where necessary, may request additional documents, declarations, or evidence from the client, or may order an extraordinary inspection, audit, or supplementary assessment.

In serious or urgent cases, CerTrust may apply temporary measures pending completion of the investigation, including, in particular, the suspension or restriction of the certification process, the issuance of a certificate, or the use of a certificate.

Where fraudulent behaviour is reasonably established, CerTrust may apply measures or sanctions proportionate to the severity of the case, including, in particular:

- issuing a written warning;
- requiring corrective actions;
- ordering an extraordinary inspection, audit, or supplementary assessment;
- terminating the certification process or refusing to issue a certificate;

13.4. Notification and Documentation

CerTrust shall communicate in writing to the client its decision concerning fraudulent behaviour and any measure or sanction applied. Such communication shall include the established facts, the reasons for the decision, the measure or sanction applied, and the obligations and deadlines to be fulfilled by the client.

The client shall promptly notify CerTrust in writing of any circumstance that gives rise to a suspicion of fraudulent behaviour or that may affect the validity or scope of certification, the conformity of the certified product, or the lawfulness of references to the certificate or to CerTrust.

Where fraudulent behaviour is reasonably suspected or confirmed, and it affects or may affect accredited conformity assessment activities, the credibility of certification, or references to accredited status, CerTrust shall notify the National Accreditation Authority.

CerTrust shall maintain and retain documented records relating to the suspicion, investigation, and determination of fraudulent behaviour, notifications sent to the client, and any notifications made to authorities.