



CERTIFICATION
SERVICES

EC Type-Examination Certificate

Certificate Number: 522238/1

(TF0449)



BTTG Testing & Certification Ltd.

Unit 14 Wheel Forge Way Trafford Park
Manchester M17 1EH United Kingdom
Tel: +44(0)161 873 6543 Fax: +44(0)161 848 7378

Notified Body for PPE
Testing & Certification
I.D. No. 0338 & 0339



EC Type-Examination Certificate

522238/1

First Issued: **30 March 2016** Issue date: **04 April 2016** Expiry date: **30 March 2021**

This is to certify that BTTG Testing & Certification Ltd, specified as a "notified body" under the terms of the Personal Protective Equipment Regulations 2002, did undertake the relevant type approval procedures for the equipment identified below which was found to be in compliance with the relevant provisions of EC Directive 89/686/EEC, or as amended, subject to any conditions in the schedule attached hereto.

Manufacturer: 3M United Kingdom PLC

Address: 3M Centre
Cain Road
Bracknell
Berkshire
RG12 8HT

Product Code: 3M™ 4535 Protective Coverall + Collared Versions


Technical File reference: TF0449


Harmonised Standard(s): EN ISO 13688:2013
EN 13034:2005/A1:2009 (Type 6)
EN ISO 13982-1:2004/A1:2010 (Type 5)
EN 1073-2:2002 (Class 1) excluding Clause 4.2 (Puncture)
EN 1149-1:2006
EN 1149-5:2008

This certificate relates specifically to the PPE items described and depicted in the manufacturer's Technical File, copies of which are held by the manufacturer and BTTG, and not to any other items.

The attached schedule of approval forms part of this certificate. This certificate remains valid unless cancelled or revoked, provided the conditions in the attached schedule are complied with and the equipment remains satisfactory in service.



Certificate Authorised by:  J L Wilson
Certification Officer

and:  Q Brown
Senior Certification Officer

**Notified Body for PPE
Testing & Certification
I.D. No. 0338**

Issued by BTTG Testing & Certification Ltd., Notified Body Identification No. 0338.

522238

Schedule of Approval

First Issued: **30 March 2016** Issue date: **04 April 2016** Expiry date: **30 March 2016**

Certificate No: **522238/1** Issued by: **BTTG Testing & Certification Ltd. Notified Body No. 0338.**

3M United Kingdom PLC

TF0449

CONDITIONS OF CERTIFICATION

Description of product

3M™ 4535CS	Standard Collar
3M™ 4535CM	Mandarin Collar
3M™ 4535CB	Bound Collar
3M™ 4535CK	Knitted Collar
3M™ 4535	Protective Coverall

Available in the following materials:

Main: Breathable non-woven Polypropylene laminated with Polyethylene (60 g.m⁻²) (White)

Back Panel: Breathable non-woven Polypropylene (43 g.m⁻²) (Blue)

Limitations of Use

- Usage, maintenance and storage as per manufacturer's instructions.
- The 3M™ 4535 Protective Coveralls meet the requirements of EN 1073-2:2002 except for the Puncture Resistance of the fabric, which meets Class 1 rather than Class 2 as required by the standard. The end user must decide on the basis of a risk assessment whether the resistance to puncture of the garment is acceptable.
- The User Information has been assessed in the English language only. It is the responsibility of the Manufacturer / Authorised Representative to ensure the content and accuracy of the User Information presented in other languages.

CONTINUED ON PAGE 3

Schedule of Approval (continued)

First Issued: **30 March 2016** Issue date: **04 April 2016** Expiry date: **30 March 2016**

Certificate No: **522238/1** Issued by: **BTTG Testing & Certification Ltd. Notified Body No. 0338.**

3M United Kingdom PLC

TF0449

DOCUMENTATION SUBMITTED (Technical File – TF0449):

Approval Documents

- Design report No. 52894/A/CS
- Fabric test report Nos. 2401326/12/11; 2401020/6/10; 11/19794/PJH; 11/16253/PJH; 11/16682/PJH; PPE 113510(2)/AW/07; 30/06931; 1.10.05.07; Z 2077/04-2960-04; PPE 118090(2)/SM/08
- Garment test report Nos. 52876/A-E; 11/21165/AN; 11/21526/AN; 602-01171; 602-01186; 602-00762; 602-01179(b); 602-01179(a); 602-00809
- Innocuousness test report Nos. TR1084/103077; 24536/NA; TR1084/102088; TR1084/101689

Product Documentation

- Product description
- Drawings
- Fabric description and test data
- Supplier's Innocuousness statement for fabric
- Component list
- Size chart
- Quality control information for manufacturing sites
- Article 11B information for manufacturing sites
- Labelling
- User Information
- Statement of end use

CONTINUED ON PAGE 4

Schedule of Approval (continued)

First Issued: **30 March 2016** Issue date: **04 April 2016** Expiry date: **30 March 2016**
Certificate No: **522238/1** Issued by: **BTTG Testing & Certification Ltd. Notified Body No. 0338.**
3M United Kingdom PLC **TF0449**

Terms and Conditions associated with the issue of this EC Type-Examination Certificate

1. This certificate is issued subject to BTTG's standard terms of business.
2. Production is limited to the site(s) listed in the manufacturer's Technical File, copies of which are held by the manufacturer and BTTG, and not to any other production site(s).
3. The client must implement appropriate changes as notified by BTTG.
4. The client must ensure the certified product is representative of the ongoing manufactured product.
5. The client must investigate complaints associated with the certified products. Records of such complaints, and actions taken, must be kept by the client and made available to BTTG when requested.
6. The client must only make claims consistent with the scope of certification,
7. The client must not make any misleading or unauthorised comments regarding the certified product or the certification body.
8. The client must upon suspension, withdrawal, or termination of certification discontinue the use of all advertising matter that contains any reference thereto and take action to return this certificate to BTTG.
9. The client must comply with the requirements for the use of the notified body number as detailed below.
10. Any change to the product or quality manual / quality plan shall be immediately notified to BTTG.
11. This certificate is issued in the English language only. It is the responsibility of the Manufacturer / Authorised Representative to obtain and supply language versions acceptable to the country where the product is to be sold. This certificate remains the property of BTTG and will be withdrawn if any of the conditions attached to its issue are not complied with.
12. This certificate does not authorise the use of the Mark of Conformity (the 'CE mark'), which may only be affixed to the above type approved equipment and a Manufacturer's Declaration of Conformity issued when Article 11(A or B) of the Directive is fully complied with and controlled by a written agreement with a notified body.

Use of Notified Body Number

1. The Notified Body Number must only be used
 - a. In direct association with products or systems covered by this Type-Examination Certificate.
 - b. by holder(s) of the Certificate.
2. Use of BTTG Notified Body Number does not extend to other companies which are:
 - a. part of the same corporate group as the Certificate holding company: or
 - b. named in a Certificate, for example as a supplier.
3. Particular care must always be taken to avoid the association of the BTTG Notified Body Number with other products or systems or schemes and with claims or information not contained in the BTTG document.
4. The EC mark consists of the letters 'CE', in the form given in Annex II of Regulation (EC) No 765/2008, followed by the number of the notified body involved in production control monitoring (Article 11).

If any of the above requirements are not met BTTG will seek to suspend, withdraw or terminate this certificate.

END OF CERTIFICATE

BTTG Testing & Certification Ltd.

CONDITIONS OF SALE

The following standard conditions apply to every order accepted by or contract entered into by BTTG Testing & Certification Ltd. ("the Company") for the provision of testing, investigation, evaluation, consultancy and research services, certification, accreditation and training services.

1. DEFINITIONS

- 1.1 In these Conditions -
"Condition" means a condition or clause of these Conditions,
"Conditions" means the Company's standard conditions of sale set out in this document (which supersede any earlier set of conditions appearing in the Company's brochure or elsewhere) together with any other special conditions specified on the Quotation or otherwise,
"the Contract" means the Quotation, the Order and the Company's acceptance thereof, together with the Conditions;
"Deliveries" means, where the Services comprise the production of reports or test results, the dispatch by the Company of these results or reports by post or other carrier to the Customer and the expression "delivered" shall be construed accordingly;
"the Customer" means the person specified on the Quotation whose Order is accepted by the Company,
"the Goods" means the goods, materials and/or other items which may be part of the Contract and upon which the Services are to be conducted and shall include any part of them,
"the Order" means the written order placed by the Customer on the Company for the provision of the Services,
"the Quotation" means any written quotation or tender submitted by the Company or any verbal quotation or tender which is subsequently confirmed in writing,
"the Services" means the services described in the Order to be performed by the Company.
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. OFFER AND ACCEPTANCE

- 2.1 The Company shall supply and the Customer shall receive the Services in accordance with any Quotation which is accepted by the Customer, or any Order which is accepted by the Company in writing subject to any variation set out in such acceptance, subject in either case to these Conditions.
- 2.2 All Quotations are made and all Orders are accepted subject to the Conditions. These Conditions override any other terms, conditions or warranties which the Customer may subsequently seek to impose.
- 2.3 No variation or supplement to the Conditions shall be binding on the Company unless expressly accepted by the Company in writing.
- 2.4 No Contract shall come into existence until the Customer's Order has been accepted in writing by the Company.
- 2.5 Quotations shall be available for acceptance for a maximum period of 30 days from the date when given (or such longer period as the Company specifically agrees in writing) and may be withdrawn by the Company within such time period at any time by written or oral notice.
- 2.6 If any statement or representation has been made to the Customer by the Company or its servants or agents upon which the Customer relies other than in the documents enclosed with the Quotation or acknowledgement or acceptance of Order then the Customer must set out that statement or representation in a document to be attached to or endorsed on the Order and in any such case the Company may confirm, reject or clarify the point and submit a new Quotation.
- 2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acknowledgement of Order, invoice or other document issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.8 The Company shall be at liberty to withdraw from any negotiations or otherwise until such time as the Contract shall have become binding without being under any liability whatsoever to the Customer.
- 2.9 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

3. ORDERS AND SPECIFICATIONS

- 3.1 No Order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorized representative.
- 3.2 The Customer shall be responsible for ensuring the accuracy of the terms of the Order and shall give the Company any necessary information to enable the Company to proceed with the Contract. Any failure to do so will allow the Company to charge the Customer an additional price for any delay or to terminate the Contract immediately.
- 3.3 The Customer shall indemnify the Company and its sub-contractors against all claims, damages, costs, penalties and expenses incurred by the Company or its sub-contractors to which the Company may become liable if any work done in accordance with the Customer's specifications or requirements involves an infringement of a registered design, trademark, patent or other intellectual property right.
- 3.4 No Order which has been accepted by the Company may be cancelled by the Customer except with the written agreement of the Company and on terms that the Customer shall indemnify the Company in full against all losses (including loss of profits), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
- 3.5 Subject to condition 3.6 below, all Services are confidential to the Customer and any report or certificate issued by the Company shall not be issued or reproduced by the Customer (in whole or in part) to any third party without the Company's written authorisation.
- 3.6 The Company shall be free to disclose details of all Services and the content of any report or certificate where:
3.6.1 such disclosure is required pursuant to any law or regulation or order of any court of a competent jurisdiction,
3.6.2 the Company makes such disclosure to a governmental or regulatory body; or
3.6.3 the Company believes, in its reasonable opinion, that the Customer is wrongfully using the report or certificate in breach of the provisions of condition 3.7, in which circumstance the Company shall be at liberty to disclose the report or certificate to all interested parties.
- 3.7 If a Customer wishes to copy any report produced by the Company as part of the Services, it must obtain written permission from the Company on each such occasion. The Company shall be entitled to withhold its consent in its absolute discretion and in particular no report may be copied or provided by the Customer to any third party where payment has not been received in full for the Services by the Company. Subject as aforesaid only complete reports may be copied and passed to third parties. No omissions, alterations or additions are allowed. Results supplied in reports shall not be used in advertising or promotional literature without the Company's express permission.
- 3.8 The Customer shall and must inform the Company at the outset if the Services are known to be required for the purpose of litigation. If the presence of the Company's staff will be required at a court or other judicial or quasi-judicial hearing, or the report required as evidence in a dispute, ample advance notification is required in order to provide time for discussion between expert witness and legal representatives and/or for consideration of all relevant documentation. The Company must be shown full particulars of any claim which is pursued or defended.
- 3.9 Results of all tests quoted in reports issued by the Company, relate only to the sample supplied and should not be construed or interpreted in any other way. The Customer is advised to ensure that a sufficiently large sample, securely packaged and clearly identified, is supplied for the tests required. Any opinion, interpretation or comments marked "Not UKAS" in a report are not included in the UKAS Accreditation Schedule for the Company and are outside the scope of UKAS accreditation.
- 3.10 Tests marked "Not UKAS" accredited in a report are not included in the UKAS Accreditation Schedule for the Company's laboratories and are outside the scope of the Company's accreditation.
- 3.11 Where a report is produced as part of the Services, the report together with the Contract shall constitute the entire agreement and understanding between the Company and the Customer in respect of the Services and supersedes all other agreements, statements, representations or warranties (other than any made fraudulently) which may have been made verbally by or between the parties and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).
- 3.12 Save as specifically and expressly set out in any written report issued by the Company, the Company gives no warranty that the Goods (being of the Customer's design and manufacture) will be of satisfactory or merchantable quality and/or reasonably fit for their purpose.
- 3.13 Note that all tests listed on the UKAS schedule for Geosynthetic materials will be reported in the Company's standard shortened version unless otherwise requested.

4. PRICE

- 4.1 The price for the Services shall be the price quoted on the Quotation or in the absence of any price being quoted, on the Company's current list price pricing at the time the Order was made. Until an Order has become binding on the Company, all specifications and prices are subject to change without prior notice. A verbal Quotation shall only be binding to the extent it is confirmed in writing.
- 4.2 All prices are exclusive of value added tax and similar taxes, levies, counter charges or duties, which the Customer shall be additionally liable to pay to the Company.
- 4.3 The Company reserves the right, by giving notice to the Customer, at any time before completion of the Services, to increase the price of the Services to reflect any increase in the cost to the Company in executing the Contract due to any factor beyond the reasonable control of the Company (such as, without limitation, any increase in the cost of labour, raw materials, overheads, or currency), any change in completion dates, quantities, or specifications for the Goods arising as a result of any error or omission or changes deemed necessary by the Customer, or any delay or interruption in the Contract not attributable to the Company.

5. TERMS OF PAYMENT

- 5.1 Unless otherwise agreed in writing, the Company shall be entitled to invoice the Customer on completion of the Services or, where the Services are of a long term nature, on an interim basis from time to time.
- 5.2 The Company reserves the right, at its option, to require payment in part or in full for the Services prior to the work being done and reserves the right to withhold any test result or certificate until such payment is received.
- 5.3 Unless otherwise agreed by the Company in the Contract the terms of payment shall be 30 days from the date of invoice. Receipts for payment will only be issued on request.
- 5.4 The time of payment of the price shall be of the essence of the Contract.
- 5.5 No right of set-off shall exist in respect of any claims by the Customer against the Company unless and until such claims are accepted in full by the Company in writing and the Customer shall not withhold all or any part of any sum which has become due for payment under the Contract.
- 5.6 If the Customer fails to make any payment due to the Company (whether under the Contract or otherwise) on the due date then, without prejudice to any other right or remedy available to the Company, the Company reserves the right to -
5.6.1 cancel the Contract so far as any Services remain to be performed under it,
5.6.2 withdraw any report or certificate which has been given by the Company (in which event the Customer shall immediately destroy all copies of the report or certificate it holds), and
5.6.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 3 per cent per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. COMPLETION

- 6.1 The Services shall be performed at such place to be determined within the Company's accreditation rules.
- 6.2 The Services will be completed at the time of Delivery of the Company's final report.
- 6.3 Unless otherwise specifically agreed in writing, the Company shall be obliged only to complete the work within a reasonable time having regard to its work load at the time.
- 6.4 Time of completion of the Contract shall not be of the essence, and the Customer shall not be able to cancel the Contract on account of any delay howsoever caused.
- 6.5 Where the Company is unable to carry out the Services due to circumstances beyond its reasonable control and it gives notice to the Customer informing it of the relevant circumstances, its obligation to complete the work within a reasonable time shall be suspended while those circumstances subsist, subject to Condition 6.6.
- 6.6 On receipt of a notice under Condition 6.5 the Customer may cancel its instructions by written notice to the Company and neither party shall then be under any further liability to the other, except that the Customer shall pay for any tests the results of which have already been delivered to him.

7. RISK

- 7.1 The risk of damage to or loss of the Goods shall only pass to the Company, in the case of Goods to be delivered at the Company's premises, at the time when the Goods are unloaded safely and are in the Company's possession and control.
- 7.2 Risk shall pass back to the Customer ten business days following the date of the Company's final invoice and the Company shall no longer be responsible for the insurance or storage thereof, save where, and to the extent that, any rules and regulations applicable to the Company provide for or require the Company to store a sample of the Goods with the final report.
- 7.3 Unless specifically agreed otherwise in writing it shall be at the discretion of the Company as to whether the Services require destructive testing and in such circumstances, where it determines that this is required, the Company shall have the right to destroy the Goods (or part of the Goods).
- 7.4 Without prejudice to any other right of disposal the Company may have under these Conditions, the Company shall have the right to destroy Goods after six months have expired from the completion of the Services save where the Services are for certification or legal cases whereby the Company shall have the right to destroy the Goods after ten years or six years respectively.
- 7.5 When Goods have not been collected by the Customer following a written request to do so from the Company the Company shall be entitled to render a reasonable charge to the Customer for the cost of storing and/or disposal of the Goods.

8. TITLE

- 8.1 Title in the Goods or any part of them shall not pass to the Company, unless the Customer has informed the Company to the contrary before delivering them to it.
- 8.2 It is the Customer's responsibility to deliver the Goods which form part of the Services and to collect them upon completion of the Services.
- 8.3 Title in any report or certificate produced by the Company shall not pass to the Customer until payment for the Services have been received in full.