

CODE OF PRACTICE FOR ENVIRONMENTAL PRODUCT DECLARATION VERIFICATION AND EPD PROCESS SYSTEM CERTIFICATION ACCORDING TO THE EPD SCHEMES OF INTERNATIONAL EPD SYSTEM AND EPDITALY (rev.13)

INTRODUCTION AND SCOPE

SGS ICS Italia S.r.l. (hereinafter also "SGS ICS"), belonging to the SGS International Group, acts as a certification body of management systems (hereinafter also "systems") against internationally recognized standards.

SGS Group operates in several countries with accredited certification bodies. The list of the accreditations of the SGS Group Certification Bodies and related accreditations sectors are available upon request.

SGS ICS also offers service/product certification (to mandatory and voluntary requirements) and acts as environmental verifier according to EC Regulation No. 1221/2009 (hereinafter referred to as the EMAS Regulation), GHG verification and product carbon footprint verification.

SGS ICS services are provided in compliance with the General conditions for certification services (see Part 2).

In particular SGS ICS offers, within the voluntary product certifications, the service according to the EPD scheme of International EPD System (hereinafter IES) and according to the regulation of the EPDItaly Program of the Verification of the Environmental Product Declaration (hereinafter Product EPD), of sector and product or sector EPD based on a qualified tool (hereinafter Pre verified tools for the development of EPD). The EPD Process Certification service (hereinafter EPD Process) is also offered according to the EPD IES scheme.

It will be specified below which Program Operator, IES or EPDItaly, the paragraphs/requirements listed will refer to. This service includes the following nine types of Verification activities:

- EPD product verification: verification process of Environmental Product Declarations. Only EPDs of products on the market or intended to be on the market that have been in production (or supplied in the case of services) for at least one year can be verified. The verification statement will not expire as

it refers to a data verification activity performed on specific claims and reported in the verified document (EPD). Therefore, no surveillance activities are foreseen.

- Verification of EPD in Preliminary validation (EPDItaly): verification process of EPDs developed without an approved reference PCR (Product Category Rules). As for the verification statement of EPD products, there is no expiry date and no periodic surveillance activities are foreseen.

- EPD verification of product not yet on the market: the verification of the EPD can only be carried out in the event of the presence of published EPDs of similar products (products covered by the same PCR, with identical or similar functions, manufactured by a single company at one or more production sites, using the same Core process) belonging to the organization concerned. The verification statement will not expire, and no surveillance activities are foreseen.

- EPD verification of product recently on the market: in IES the verification can be carried out according to the rules of a single product EPD but the EPD must be revised as soon as 12 months of production data are available, whereas in EPDItaly the verification of such an EPD can only be carried out if there are similar products with a sufficiently representative database. The verification declaration will not expire and no surveillance activities are foreseen.

- EPD sector verification: verification process of Environmental Product Declarations with presentation of all impact categories referring to an "average" product or a representative product of a sector. E.g. an average product made by various companies in the same sector and in the same geographical area. The "average" product is made in sites belonging to different organizations. The verification statement of the EPD sector does not expire and no periodic surveillance activities are foreseen.

- EPD Process Certification (IES only): certification of the business management system and internal processes of the organization aimed at

the design, processing of LCA studies and publication of EPDs of the organization's products. The validity of the Certificate is defined by the Programme Operator and periodic surveillance activities are foreseen.

- Tool Verification (Pre-Verified Tool in EPD-IES, LCA-Tool in EPDItaly): verification process of a calculation tool developed by the organization based on a reference PCR specification and allowing the organization itself to calculate LCA results by selecting/inserting only some parameters. EPDs developed through a tool will all, however, be subject to a verification process prior to their publication but with reduced time compared to the normal conditions of a product EPD verification.

- Verification of product or sector EPDs based on a qualified tool: the process of verifying EPDs generated or created on the basis of specific tools, based on an LCA study referring to a defined PCR.

- EPD-Tool verification: process of verifying a tool developed by the organization for the creation of complete EPDs by selecting/inserting only some parameters to suit the specific product. The EPD-Tool must be based on an LCA study (produced through a qualified LCA-Tool) conducted with reference to a specific PCR and whose model cannot be modified by the EPD-Tool user. In IES all EPDs developed by means of an EPD-Tool must undergo (simplified) verification prior to their publication, whereas in EPDItaly they are verified on a sample basis.

PART 1: TECHNICAL CONDITIONS FOR CERTIFICATION SERVICES

1.1 General requirements

This document regulates the verification/certification services and the Organization is contractually bound to comply with the requirements set out therein. The terms and conditions in this document are applied with independence and impartiality to all organizations that apply or have access to SGS ICS verification/certification services

Organizations are therefore committed to supply SGS with all the documents defining the system and its implementation; co-operate as is necessary during all Verification activities, by providing access to all information, staff and areas of the premises, as deemed necessary by the audit team to evaluate the conformity to the applicable standard; identify its own Representative to support the audit team and ensure that the consultant of the Organization assisting to the audit maintains the role of observer.

1.2 Purpose and organizational structure

1.2.1 These technical conditions apply to the certification/verification activities specified in points 2.2.1 of the General Conditions that follow (see Part 2).

1.2.2. The technical conditions comply with the requirements for the accreditation of Certification Bodies.

1.2.3 .A copy of the organization chart of the Certification Body, showing the responsibility and reporting structure of the organization, and documentation identifying the legal status of the Certification Body are available on request.

1.2.4 Certification/Verification Services are provided by SGS ICS's direct staff or, in its discretion, SGS Group Affiliates (generally for activities abroad) or by other external resources according to agreed requirements. In any case, SGS ICS still holds full responsibility for issuing, maintaining, suspending or withdrawing the certification/verification statement.

1.3 Confidentiality and data protection

1.3.1 SGS ICS ensures that all confidential information gathered during certification / Verification activities is kept strictly confidential at all levels of its structure. No information will be disclosed to any third party unless in response to legal process or required by an accreditation body as part of the accreditation process or with written authorization from the Organization concerned.

The client's name, location, scope of certification/verification statement and reference contacts may be recorded and maintained by SGS in dedicated areas.

1.3.2 SGS ICS will process the data to which it will have access, or which will be communicated to it, in compliance

with the applicable legislation on the protection of personal data, in electronic or paper format for the sole purpose of performing the service requested; the data controller is SGS ICS, at its registered office, which data subjects may contact in accordance with the applicable legislation on the protection of personal data.

1.4 Application for Certification / Verification

1.4.1 Once the Organization's complete data required by the SGS ICS questionnaire has been received, a certification/verification proposal is issued by SGS ICS, detailing the scope and cost of the services and the method of activation of the certification/verification process.

1.4.2 For specific verification/certification schemes and/or industry sectors, regulatory requirements for verification/certification can be supplemented by specific Technical Regulations (RT) or Circular letters issued by the Accreditation Body.

1.4.3 Once the Application is returned, SGS ICS shall send the order confirmation to the Organization by email which formalize the contractual terms and conditions. The project is then assigned to SGS ICS staff responsible for ensuring the delivery of the service in accordance with SGS ICS procedures. The names of the staff involved in the individual inspection activities are communicated in advance; any motivated objections by the Organization should be immediately notified to SGS ICS.

1.5 Initial Certification / Verification Audit

1.5.1 The initial audit of Product EPD/ EPD in PreCertification/ Preliminary Validation (IES and EPDItaly) is conducted in two stages:

Stage 1: Document review (at SGS offices or on site upon approval by SGS Technical Staff)

Following the document review and consequent strategic analysis and risk assessment and/or in the event of serious gaps, the Lead Auditor may request the repetition of phase 1 or a time extension of the verification activity of phase 2, if properly justified. The maximum time extension that may be allowed is indicated in the contract.

Stage 2: LCA model, EPD and data verification used in the study (including verification at the production site)

1.5.2 The initial audit for the verification of the EPD Process (IES) is conducted in two stages:

Stage 1: examination of system documents and the EPD pilot (at SGS offices or at the headquarters of the Organization subject to approval by the Technical Staff of SGS)

Following the document review and consequent strategic analysis and risk assessment and/or in the event of serious gaps, the Lead Auditor may request the repetition of phase 1 or a time extension of the verification activity of phase 2, if properly justified. The maximum time extension that may be allowed is indicated in the contract.

Stage 2: verification of the implementation of the EPD process and the LCA model at the headquarters of the Organization. Verification of the EPD pilot, including verification of data at the production site

1.5.3 The initial audit of the verification of the Tools for the EPD development is conducted in two stages:

Stage 1: examination of the Tool Project Report (procedure/manual for use of the Tool for the development of EPDs), copy of the Tool, first LCA and first EPD Pilot developed in accordance with the PCR applied.

Following the document review and consequent strategic analysis and risk assessment and/or in the event of serious gaps, the Lead Auditor may request the repetition of Stage 1 or a time extension of the verification activity of Stage 2, if properly justified. The maximum time extension that may be allowed is indicated in the contract.

Stage 2: verification of the management and closure of Stage 1 findings, of the EPD Development Tool through an EPD Pilot (including verification of data at the production site).

The organization agrees to follow all indications and requirements of the Programme Operator's Tool Regulations.

For PCRs divided into a main PCR and c-PCR, Pre-Verified Tools in EPD-IES cannot be based on the main PCR alone. Only the Environdec Secretariat may, on a case-by-case basis, allow exceptions to this rule.

Following the initial qualification audit of a Pre-Verified LCA Tool or an LCA-Tool, it is

possible to plan the verification of EPDs generated by the qualified Tool (document review of the LCA and EPD, verification of primary data at the production site). All EPDs developed through these Tools, both IES and EPDItaly, must be audited (even if simplified) before publication.

Or, following the initial qualification audit of a Pre-Verified EPD Tool or an EPD-Tool, EPDs issued through these qualified Tools shall be sampled (in case of EPD-Tools in the EPDItaly scope) or shall all be verified (in case of Pre-Verified Tools in the IES scope). Sampling methods, where applicable, are regulated in the contract.

1.5.4 The initial audit is conducted under the responsibility of a Lead Auditor of SGS ICS in accordance with the audit plans sent in advance to the Organization, which details the audit objectives and procedures. For each audit, two meetings are held: an opening meeting (where the Lead auditor presents all the key aspects of the audit: the evaluation procedure, the classification of non-conformities and subsequent corrective actions, and confirms the Audit Group confidentiality commitment, etc.) and a closing meeting (where the outcome of the audit is communicated and any clarification on the results registered in the audit report is provided, including information on procedures and deadlines to close non conformities).

1.5.5 In the case of the certification of the EPD Process (IES only) or Tool qualification, when requested by the Organization during the certification/initial audit application phase, a preliminary audit can be performed before the start of the initial procedure in order to evaluate and provide the Organization of information on the degree of implementation of the system/tool subject to certification; this preliminary audit will have a maximum duration of 2 (two) days / man and cannot be repeated.

1.5.6 In the case of product/sector/Pre-Certified/EPD verification, when requested by the Organization during the verification service request phase, a preliminary audit can be performed before starting the initial procedure in order to evaluate and provide the Organization with information on the degree of implementation of the system subject to certification; this preliminary audit will have a maximum duration of 1 (one) day/ man and cannot be repeated.

1.5.7 SGS ICS and the Organization have the following responsibilities:

(a) SGS ICS coordinates audits with the organization and prepares an audit program.

(b) The organization must make the following documents available to SGS ICS:

- Copy of the EPD(s) to be checked (mandatory in English for IES)
- The LCA study (mandatory in English for IES) relating to the product to which the EPD refers: the submission of the data to be verified must be in accordance with the General Programme Instructions of the Programme Operator (GPI) and the EPDItaly Regulation
- The applicable PCRs approved and registered by the Programme Operator
- Copy of the procedures defined for the gathering, processing and updating of the data used for the LCA, for the review of the EPD and for the identification of all significant changes in data/results (follow-up procedure as required by the Programme operator) Copy of the internal procedure for the identification and monitoring of the environmental laws applicable to the product and the production process
- For EPDItaly, ISO 14001 certified or EMAS registered organizations must provide a self-declaration in which it is indicated that the product / service subject to the EPD complies with all legal provisions on environmental matters and that the product / service subject to the EPD subject to study has not been, or is not currently, or is not known to be close to the initiation of proceedings of a legal nature, relating to and / or attributable to compliance with environmental legislation.

If the Organization is not ISO 14001 certified or EMAS registered, it must:

- provide evidence of a self-assessment of compliance with environmental legislative requirements and its positive outcome signed by the Legal Representative, for each production plant, or
- provide an Audit report of legislative compliance carried out by a Certification Body or
- Insert a Statement in the EPD that relieves EPDItaly from any non-compliance with environmental legislation self-declared by the organization.
- Copy and list of procedures used to maintain the EPD process certification (only for IES)
- List of EPDs subject to internal evaluation (only for EPD process certification with IES accreditation)

• Tool Project Report, copy of Tool, first LCA report, EPD Pilot and tool introduction training (in case of Tool qualification)

• List of production sites from which the average data included in the sector EPD were obtained (only for sector EPD).

Based on these documents, SGS ICS evaluates whether the standard requirements are considered (Stage 1) and adequately met (Stage 2).

(c) If SGS ICS considers that not all requirements for certification of Process EPD (IES) or Product EPD (IES/EPDItaly), Sector EPD (IES/EPDItaly) or Pre verified tool (IES/EPDItaly) are met, non-conformities are issued and reported to the customer during the closing meeting and in the Audit Report.

(d) In the event of non-conformity, the Organization shall respond in accordance with the terms and conditions set out in the Audit Report.

1.5.8 For the definition of the recycled content of products subject to EPDs, reference is made to what is defined in the respective Programme Operator regulations:

(a) International EPD System: recycled content (pre- and post-consumer) defined with reference to ISO 14021 (§ 7.8.1.1).

(b) EPD Italy: recycled content defined according to the requirements of Annex 7 of the Programme Regulation.

1.6 Non-Conformities and corrective actions

1.6.1 Non-conformities to the applicable standard requirements, are classified as major or minor (only for Process EPD) based on the relevance of the gap found (typically if one or more of the requirements of the reference standards is totally not met or significant doubts as to the capacity of the management system to achieve the expected outcomes arise and are related to the respect of laws, major non conformities are raised; misstatements - errors, omissions, wrong or false declarations in EPDs - are to be considered a major type of non-compliance) and the type of verification conducted. The Organization shall provide to SGS ICS, within the timing specified in the audit reports, the related causes and corrective actions taken or planned to close the non-conformities within a set timeframe; SGS ICS will subsequently verify its implementation and effectiveness.

1.6.2 If major non-conformities are raised, certification is subject to Verification of the positive implementation of corrective actions by the Organization, generally conducted by an additional audit (see 1.11).

1.6.3 Failure to implement corrective actions within the specified times may result in the interruption of the certification process and the need to repeat the initial audit entirely.

1.7 Issuance and Validity of the Verification Statement/ Certificate/Qualification Statement

Following the successful resolution of the project, the Organization receives a Certificate or a Verification Statement or a Qualification Statement depending on whether it is a process, sector or product EPD or Tool qualification.

The Verification Statement of the Product EPD shall contain the following minimum contents:

- Business name of the organization
- Revision and date of the EPD
- Product covered by the EPD
- Time boundaries
- Regulation and reference PCR (and/or c-PCR)
- Revision and date of the LCA report
- Guarantee level applied
- A sentence stating that the verification statement cannot be read or interpreted without the EPD.

The EPD Process certificate shall contain the following minimum contents:

- Business name of the organization
- Regulation and reference PCR (valid and applicable until the second digit changes)
- Site(s) included
- Date of issue and expiry

The issued EPD Process Certificate contains the expiration date within which the subsequent annual surveillance audits are to be carried out (when applicable and provided for in the contract) in order to confirm that the system complies with the applicable standards and regulations (see 1.10). With a reasonable advance on the expiry date (approximately 40 days), in order to ensure the continuity of the certification and the original Certificate

number, a renewal audit must be carried out (see 1.15).

The Tool qualification statement contains the following minimum contents:

- Company name of the organization
- Tool version
- Regulation and reference PCR (valid and applicable until the first digit changes)
- Site(s) included
- Date of issue and expiry

Any modification of the Tool, other than the variation of the user-defined input parameters, will result in a new version of the Tool which will have to be re-verified and consequently a new qualification statement will be issued.

After the completion of the deliberation phase, all documents relevant to the completion of the EPD registration on the Programme Operator portal are sent to the Organization by e-mail and the original of the certificate/statement of verification is sent by ordinary mail.

1.7.2 In the event of a negative outcome of the project, SGS ICS notifies the Organization of the decisions taken and the actions to be taken.

1.7.3 The EPD Process Certificate will have a fixed maximum duration of 1 year and can be kept valid through annual surveillance (annual audit). Renewal of the EPD Process Certificate is not foreseen.

1.7.4 The Certificate/Verification Statement/Qualification Statement shall remain the property of SGS and the Organization shall send it back to SGS in case it is changed or cancelled. The Organization's right to use the mark/certification/verification statement/qualification statement of SGS is contingent on maintaining a valid Certificate in respect of the certified management system or products and compliance with the Regulations governing the use of the mark/certification/verification statement/qualification statement issued by SGS ICS.

1.7.5 The Certificate/Verification statement/Qualification statement issued by SGS ICS is issued in Italian; Certificates/Verification statements/Qualification statements in a different language can be issued on request and according to the terms and conditions expressed in the certification proposal.

1.8 Registration of the SGS Certificate / Verification statement / Qualification statement and of EPD LOGO

1.8.1 Details of certificates / verification statements issued are recorded in a regularly updated SGS register.

1.8.2 Use of the EPD logo is governed by the General Program Instructions (IES) and the EPDItaly program regulations.

1.8.3 The Organization may not use or refer to the EPD logo of the Programme Operator without the formal registration of the EPD document by the Programme Operator itself. SGS ICS declines any liability if the Organization uses the EPD/EPDItaly logo incorrectly.

1.8.4 Any queries about the validity/veracity status of Verification Statements can be made by contacting the SGS contact details given in the Commercial Offer or the SGS contact details given in the Verification Statement.

1.8.5 Use of the SGS logo must be appropriately agreed between the customer and SGS.

1.9 Use of Certificate / Verification Statement / Qualification Statement

1.9.1 The Organization may refer to the Certificate / Verification statement / Qualification Statement obtained in its publications, in its correspondence, on business cards, etc. In any case, the use of the Certificate / Verification statement must be such as to be consistent with the purpose of Certification / Verification / Qualification and with the products and / or services referred to therein. The conditions for using the SGS Certification / Verification statement / Qualification Statement are set out in a separate document that is sent to the Organization together with the Certificate / Verification statement issued.

1.9.2 SGS ICS will take any action deemed appropriate, at the expense of the Organization, to deal with incorrect or misleading references to Certification / Verification or use of Certificates / Verification Statements and / or of the certification mark (e.g. suspension or withdrawal of Certificate, legal action and / or publication of the transgression).

1.9.3 The Organization shall immediately cease to refer to the Certificate / Verification statement / Qualification Statement

a) after any expiry of the Certificate / Qualification Statement

b) after any suspension/cancellation of the Certificate/Declaration of Verification due to facts discovered after verification

c) in the event of any change in the system / process / product not notified and accepted by SGS ICS,

d) if SGS ICS modifies the rules of the certification scheme and the Organization does not intend to comply,

e) any other circumstance that could adversely affect the certified system.

1.9.2 SGS ICS verifies the correct use of the Certificate / Verification statement or mark during the surveillance audits. In case of incorrect use, SGS ICS will take suitable actions which may include the request of major corrective action suspension or withdrawal of Certificate, legal action and / or publication of the transgression.

1.10 Surveillance Audit

1.10.1 Surveillance of EPD Process (only IES): in order to ensure the continuity of Process EPD certification, it is necessary for organisations with Process certification to undergo surveillance audits, to grant that the system is maintained and potential issues identified in the initial audit (or previous surveillance) are addressed. Surveillance audit are carried out annually unless differently agreed with the organization (e.g. lower frequency). The duration of the surveillance audit is calculated on a case-by-case basis, depending on the number and significance of the changes made to the process EPD (see 1.17) and the number of EPDs issued since the last initial audit/surveillance. Any non-conformity (major or minor) must be managed within the times set in the Audit Report.

1.10.2 For the EPD Process (IES only), the surveillance audit, in the presence of a valid contract between the parties, is scheduled by SGS ICS, in accordance with procedures similar (but simplified) to those used for the initial audits, suitably in advance of the expiry of the certificate and must be performed within this deadline; failure to perform it within the established deadline will result in the cancellation of the previous certificate and the re-issue of a new certificate (with a new number and a new date of first issue). Concessions may be granted for a maximum of six months and only subject to approval by SGS. In any case, the organization may not issue EPDs if the EPD Process certificate is not valid.

1.10.3 If the organization intends to withdraw its certification prior to the

surveillance audit and does not proceed with the audit by the expiry date of the certificate, it will be immediately withdrawn.

1.10.4 Surveillance of Product EPD or Tool: no periodic surveillance audits are foreseen.

1.11 Additional audits

1.11.1 SGS ICS reserves the right to perform additional audits, notifying the Organization in writing; for example, to verify the implementation of major corrective actions, to address any requests that have arisen when the Certificate / Verification statement / Qualification Statement was being issued, to revoke a suspension of the Certificate / Verification statement / Qualification Statement, on receipt of whistleblowing, reporting serious problems or complaints related to the system / product / Certificate, when the Organization makes changes to its system / product considered relevant by SGS ICS, in case an additional Verification of compliance with the requirements is needed (for example, following reports from the market), when specific requirements exist for single certification programs, in case of substantial modifications to the system / product (see paragraph 1.17) etc. At the conclusion of the audit, the Organization receives the relative audit report. SGS ICS reserves the right to conduct non-announced audits, if necessary, motivating the reasons for such visits.

1.11.2 Any refusal of these audits by the Organization leads automatically to the initiation of the suspension process and / or withdrawal of the Certificate/ Verification statement.

1.12 Suspension of Certification / Verification Statement / Qualification Statement

1.12.1 SGS ICS has the power to suspend, for a limited period of time, the certification already granted, for reasons deemed serious, by notifying the Organization in writing. For example, suspension can be implemented when (i) the Organization fails to properly handle complaints; (ii) the audits point out significant deficiencies in the system / product but which, in SGS ICS's opinion, are not of such serious concern to require the withdrawal of the Certificate, (iii) the Organization fails to comply with the provisions for the implementation of corrective actions, (iv) the Organization does not readily inform the Certification Body of ongoing legal proceedings related to non-compliance with binding legal

requirements, (v) the Organization fails to comply with: the contractual obligations of SGS ICS, SGS ICS Regulation or rules for the use of the EPD logo / Certificate / Verification statement, (vi) failure / delay in receiving a Surveillance Audit for reasons not attributable to SGS ICS, (vii) facts discovered after the verification require the institution of new proceedings.

1.12.2. In the event of suspension, SGS ICS shall notify the organization by e-mail, fax or other equivalent means and shall notify also the conditions under which the suspension may be revoked.

1.12.3 If the Organization fulfills the conditions set by SGS ICS within the specified time limits, the suspension may be revoked; Otherwise, SGS ICS will proceed with the withdrawal of the Certificate / Verification statement / Qualification Statement. Any subsequent withdrawal of the suspension is also made public by the same means. The costs associated with the suspension and restoration of the Certificate / Verification statement / Qualification Statement shall be borne by the Organization.

1.12.4 The maximum duration of suspension does not generally exceed 6 (six months) calculated from the expiration date of the scheduled audit.

1.13 Cancellation of certification / Verification Statement / Qualification Statement

1.13.1 The cancellation of the Certificate / Verification Statement / Qualification Statement is due to the withdrawal of the certification by SGS ICS or can be requested by the Organization.

1.13.2 SGS ICS may cancel the Certificate / Verification Statement / Qualification Statement, for reasons deemed to be of particular concern and providing an explanation in writing to the Organization. This can occur when (i) the Organization fails to comply with SGS ICS's terms for revoking the suspension of (ii) the audits disclose deficiencies in the system deemed critical; (iii) the Organization interrupts the production and supply of the products / services mentioned in the Certificate / Verification statement / Qualification Statement for a considerable period of time (in the order of 12 months) or has gone into administration (iv) the Organization fails to pay the amounts due to SGS ICS required by this or other contracts with SGS ICS (v) SGS ICS modifies the rules of its certification scheme and the Organization does not intend to comply with the new requirements, (vi) The Organization fails to properly handle the complaints; (vii) the

Organization violates the agreements entered into with SGS ICS or the Organization itself requests formally, (viii) The Organization does not accept changes to the economic conditions, (ix) for delays in scheduled audits for reasons not attributable to SGS ICS including failure to receive the renewal audit within the expiry of the Certificate / Verification statement, (x) for any fact discovered after the audit that may compromise the correctness of what has been verified.

1.13.3 The cancellation of the Certificate / Verification statement / Qualification Statement shall be officially notified to the Organization by e-mail, fax or other equivalent means and will be made public by SGS ICS (e.g. by excluding the Organization from the Register of the Certified Organizations) and communicated to the Accreditation Body. If, after the cancellation of the Certificate / Verification statement / Qualification Statement, the Organization continues to refer to it in any way, SGS ICS will be free to protect itself in the most appropriate manner. In case of withdrawal, no reimbursement of any expenses related to the audit work already completed by SGS ICS will be provided.

1.14 Changes in the scope of the Certificate / Verification statement / Qualification Statement

1.14.1 The Organization may request to extend the scope of the EPD Process Certificate or Tool Qualification Statement (for example, to add new products, processes, services, facilities, etc.) following the same process as described for the initial certification request. The extension is granted following the positive results of a new Verification on the topics covered by the extension. The duration of the audit depends on the relevance of the extension requested and can be up to a complete renewal of the certification/qualification process. Subsequently, a new Certificate / Qualification Statement issued that supersedes the previous one, which shall be returned to SGS ICS.

1.14.2 Similarly, SGS ICS may decide to reduce the scope of the Certificate / Qualification Statement, based on what is notified by the Organizations, in the event of issues not resolved within the times set and / or specific aspects, the exclusion of which does not affect the rest of the system, or if products / processes subject to certification stop existing.

1.14.3 The procedure to extend the scope of the certification, applicable to the Process EPD and Tools, is the same as

that of initial certification and includes a document review and an on-site audit.

1.15 Renewal of Certification

1.15.1 There are no renewal audits since the EPD Verification Declarations of Products or Tools do not expire and the EPD Process Certification is valid for one year and can be extended through surveillance (annual audits).

1.16 Changes to the certification scheme

1.16.1 If substantial changes to the rules/requirements of the certification scheme are made, SGS ICS informs the Certified or Certified Organizations and takes into account the observations submitted by them. SGS ICS shall specify the date when the changes come into force and any corrective action required and the time allowed for their implementation. Failure to adjust the Organization to the corrective measures established, in the agreed times, may lead to suspension/withdrawal of the certification.

1.17 Changes to the system / product / process certificate /verified

1.17.1 The Organization shall communicate in writing to the Certifying Body any changes to the management system, products or production process that may affect compliance with standards, legally binding requirements or regulations. The Certification Body will determine whether the changes so notified will require further evaluations. Failure to notify the Certifying Body of any intended modifications may result in the suspension of the Certificate / Verification statement / Qualification Statement.

1.17.2 The organization may review the published EPD, without verification, in case of editorial changes such as editing a logo or correcting spelling errors. The revised EPD should reported a description of the differences compared to the previous version and include a "revision date" defined as the date for the presentation of the EPD document to the Program Operator.

1.17.3 For Process EPD (only IES), the Organization shall promptly notify to SGS the following types of significant changes:

- extension of the scope of the Process EPD to new PCRs
- extension of scope to new production sites

- extension of the scope to new products not included in the CPC code (two digit) stated in the Certificate

1.17.4 Any modification of the Qualified Tool, other than a change of user-defined input parameters, will result in a new version of the Tool that must be re-verified. The customer may request re-verification of changes to the Qualified Tool for the following reasons (non-exhaustive list):

- Non-significant changes
- Inclusion of new processes
- Inclusion of new product families belonging to the same PCR and produced by similar processes
- Extension of the Tool to a new PCR
- Other reasons

1.17.5 The Organization must accept the resolutions of SGS ICS, justified in writing, about the possible need for an additional audit, the suspension/ reduction of certification or a complete repetition of the certification process. SGS ICS informs the Organization of its decisions within 30 working days of receipt of the notification of the proposed modifications. Failure to notify SGS ICS of the changes may result in suspension or withdrawal of the certification.

1.18 Recording complaints and external communications

1.18.1 The organization shall maintain appropriate records of complaints related to the subject of the certification and related corrective actions. These documents must be made available to SGS ICS.

1.18.2 The organization shall make available to SGS ICS any registrations of external communications related to the certified system / product.

1.19 Complaints, Appeals and Litigation

1.19.1 Written complaints may be filed with SGS ICS by its Certified Organizations (e.g. regarding staff behavior) or by Customers of Certified Organizations, Accreditation Bodies, other interested parties, etc.

1.19.2 The Organization that uses the certification services provided by SGS ICS has the right to appeal in writing in relation to the decisions taken by SGS ICS (e.g. for failure to issue the certification).

1.19.3 In the presence of complaints or appeals, SGS ICS confirms in writing their

receipt. Then, in compliance with its internal procedure, it undertakes to evaluate them with independent and qualified staff to reach a decision and provide a reply within 30 days of receipt of the complaint or appeal.

1.19.4 In the event of a request from interested parties, SGS will make available the process used for the handling and review of complaints and appeals.

1.19.5 The review of complaints and disputes shall be carried out by personnel not involved in the decision that is the subject of the complaint/appeal.

1.20 Reports and Certificates/Statements Owner ship (Intellectual Property)

1.20.1 Any document, including any Report or Certificate/Statement, provided by SGS ICS and the copyright therein contained remains the property of SGS ICS and the Organization shall not alter its content in any way nor make misleading claims.

1.20.2 The Organization will only be authorized to make copies for internal use only. Duplicate Certificates are available upon request.

1.21 Recognition of Certificates issued by Certification Bodies

1.21.1 SGS ICS recognizes Certificates issued by other Certification Bodies accredited by recognized accreditation bodies, subject to MLA agreements, unless this compromises the integrity of the certification scheme adopted by SGS ICS.

1.22 Renunciation, suspension, revocation of accreditation

1.22.1 SGS ICS undertakes to promptly inform the Customer Organization of any waiver / suspension / revocation of its accreditation in the accreditation scheme / sector in which the Organization's certification falls, and commits to support the Organization in the process of changing to a different Accredited Certification body.

PART 2: GENERAL CONDITIONS FOR CERTIFICATION SERVICES

2.1 Scope

2.1.1 Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between SGS ICS (the "certification body") to any person applying for certification services

(the "Client") shall be governed by these General Conditions.

2.1.2 These General Conditions, and, as applicable, the Proposal, the Application, the Codes of Practice, the SGS Certification Marks License Terms and Conditions constitute the entire agreement (the "Contract") between the Client and SGS ICS with respect to the subject matter hereof. Unless otherwise agreed no variation to the Contract shall be valid unless it is in writing and signed by or on behalf of the Client and SGS ICS.

2.1.3 Certificates are issued to the Client by SGS ICS in accordance with the Codes of Practice then in force of the relevant Certification Body. A copy of such Codes of Practice, is provided with the Contract.

2.1.4 The Codes of Practice provided with the Contract can be amended even after the commencement of the Services

2.1.5 Glossary

- "Accreditation Body" means any organization (whether public or private) having the authorization to appoint Certification Bodies;

- "Application" means the request for services by a Client;

- "Certificate" means the Certificate issued by a competent Certification Body;

- "Certification Body" means any SGS company having the authorization to issue Certificates;

- "Codes of Practice" means those codes of practice issued by a Certification Body in accordance with the relevant certification scheme;

- "Proposal" means the outline of services to be rendered by SGS to the Client;

- "Audit Report" a report issued by SGS to the Client indicating whether or not a recommendation to issue a Certificate is to be made;

- "SGS Certification Mark License Terms and Conditions" means the terms and conditions of use of the licensed SGS Certification Mark.

2.2 Services

These General Conditions cover the following services ("the Services"):

a) System certification services: quality, environmental, safety, health and other management system certification in accordance with international or national standards);

b) Verification of Environmental Declaration in accordance with EMAS Regulation;

c) Product/Service certification services in accordance with nonmandatory normative documents, specifications or technical regulations and / or technical documents of the Client approved by the Certification Body;

d) second party audit, preliminary audit, training courses on management systems and connected activities;

e) Environmental Product Declaration (EPD) Verification and EPD Process Certification and Tool in accordance with the applicable standards;

f) Product carbon footprint CFP Verification in accordance with applicable standards.

2.3 Customer Duties

2.3.1 The Customer must ensure the availability of information and the access to its premises of the Company's inspection staff (including any Observers) and, when requested, also in a manner separated from the physical or remote presence of the Company's inspection staff, the accreditation body or scheme owners or their designated owners.

2.3.2 The Customer must also make available to the Company, the staff in charge of the Accreditation Board or the scheme owners or their designated even in a separated manner from the physical or remote presence of the Company's inspection staff, the information and the information facilities required when required, including the assistance of properly trained and authorized personnel, a space equipped with the main tools for writing and reproducing reports and holding meetings.

2.3.2 In the event that during the certification process there is a need for verification with the Customer's suppliers for the purpose of investigations related to the purpose of the required certification (e.g.: examination of processes entrusted to the outside world), the Customer must ensure access to the customer's Suppliers to the Company's inspection staff and, when requested, by the staff in charge of the Accreditation Board or the scheme owners or their designated.

2.3.3 The Customer must ensure that the agreed timeframe (annual or semi-annual) with the Company is met for periodic maintenance audits (surveillance and renewals) and any additional audits also required by the Accreditation or scheme owners or their designated owners.;

waivers will have to be adequately justified and authorized. The Company reserves the right to suspend or cancel certification in cases where the deadlines are not met.

2.3.4 In order to allow the Company to comply with applicable health and safety laws, you must provide the Company with the staff in charge of the Accreditation Board or the scheme owners or their designated even in disjointed mode. From the presence of the Company's inspection staff, all available information regarding the risks, even just potentials that such staff may incur during visits. The Company is committed to enforcing all of your staff's health and safety regulations during your time at the customer.

2.3.5 The Customer undertakes to comply and to keep his products and/or services in accordance with all legal and cogent requirements (such as Directives, Laws, Regulations) applicable.

2.3.6 You are committed to communicating with the Company in a timely manner:

- all situations which are not compliant by the control authorities, as well as any suspension or revocation of permits, concessions, etc. related to the products/services related to the issued certification

- any ongoing legal and/or administrative proceedings concerning the subject of certification and to keep the Company informed of developments in these proceedings. The Company reserves the right to carry out appropriate and timely additional audits and take precautionary suspension measures and/or revocation of the certification issued if necessary.

2.3.7 You may reproduce or make public portions of the reports issued by the Company only if the Company's name does not appear, or if you have obtained prior written authorization from the Company. You may not disclose details of how the Company conducts, conducts or executes its activities.

2.3.8 You are committed to ensuring the completeness and veracity of the documents and information made available to the Auditors appointed by the Company. The latter is explicitly exempt from any liability in the event of a non-disclosure or incomplete communication of data, as well as in case it does not correspond to the actual business situation.

2.4 Prices and payments

2.4.1 The prices communicated to the Customer include all phases of the verification program and the issuance of the certificate, as well as the periodic surveillance activities carried out by the Company for the maintenance of the certificate. Since the proposed rates are those in place at the time of the submission of the offer, the Company reserves the right to review these rates during the registration period. The Company also reserves the right to review the rates if the customer's requests are, at a later date, not in line with the information provided initially, that is, with those used in order to obtain an offer. The Customer will be notified of each tariff review. The service to promote SGS ICS Italia's activities is subject to remuneration to these entities. SGS ICS Italia may have partnerships with other companies, for marketing and sales services; these services may be subject to remuneration. As commissions replace the promotional costs carried out by SGS on its own, the prices charged by SGS ICS Italia do not include additional charges/additional costs for the customer.

The customer can request from SGS ICS Italia specific information regarding any relationships with partners and any commissions provided in relation to their contract. Paying any commissions to third parties does not put you in a position of advantage for certification purposes

2.4.2 Additional charges will be required for activities that are not initially listed as well as for verification or surveillance activities required as a result of non-compliance detection, such as, but not limited to:

- a) the repetition of individual steps or the entire verification program, or for activities resulting from non-compliance with registration rules and procedures;
- b) additional activities resulting from the suspension, collection and/or restoration of the certificate;
- c) repetition of verification activities due to changes to the management system or products, processes or services;
- d) judicial obligations to give documents or testimony in relation to the Company's activities.

2.4.3 The Company reserves the right to charge additional charges to the current charges, in the case of requests for urgent services from the Customer, revocation or rescheduling of services, partial or integral repetition of the verification program or

activities referred to in this regulation. In particular, the postponement, at the request of the Customer, of activities already planned and agreed, entails the right to charge, as compensation, additional charges equal to 50% of the tariff contractually provided for the activity itself, if that request does not come to the Company in writing with at least 15 days work in advance.

2.4.4 A copy of the current rates applied by the Company may be made available at the request of the Customer.

2.4.5 Unless otherwise stated, all fares do not include travel and accommodation costs. In addition, all additional tariffs and costs are to be understood as excluding VAT.

2.4.6 The Company will issue invoices to the Customer according to the payment methods provided in the offer. Invoices for additional tasks will be issued to perform the tasks themselves. Unless otherwise expected in the offer, the payment terms are 30 days from the invoice issue date, regardless of the outcome of the certification process.

2.4.7 Any use by the Customer of the certificate or information contained therein is subject to the payment of invoices on time. In addition to the actions provided by this Regulation, the Company reserves the right to suspend or discontinue activities and/or withdraw the certificate in the event of non-payment of invoices, including those relating to another contract in force between the Company and the Customer, or other entity part of same Group, controlled or otherwise related. Similarly, in the event of a non-payment by the Customer of invoices relating to another contract in force between the Company and the Customer, or its controlling, controlled or otherwise related, the Company may also suspend or discontinue further activities that may be in progress for these other existing contracts and/or withdraw their certificate.

2.4.8 For the late payment of invoices, the Company will be entitled to the payment of the statutory default interest. All costs related to the recovery of the credit, including any legal costs, will be paid by the Customer.

2.4.9 In the event of non-payment or delay of payment of invoices (over 10 days after the expiry), the Company, even in derogation from contractual agreements, may not perform further activities in favor of the Organization, such as maintenance audits periodic (surveillance and renewals) and any additional audits,

unless you ask for the prepayment of fees for such activities.

2.5 Archiving and Retention Documents

2.5.1 The Company will retain in its informatic archives the documents relating to the certification and surveillance program for the period required by the Accreditation Authority and/or scheme owners and the applicable legal provisions.

2.5.2 At the end of the retention period, the Company, at its discretion, will transfer, retain or destroy the documentation, unless instructed by the Customer. The Company reserves the right to charge the Customer the costs arising from the execution of these instructions.

2.6 Confidentiality

2.6.1 "Confidential and confidential information" is considered to be the information that one party will be able to acquire from the other at the time of the execution of the Agreement except those:

(i) which were, as demonstrated by written documents, in possession of the receiving party before disclosure by the owner of the information; (ii) that are or become, without any fault on the part of the recipient, in the public domain by publication or otherwise;

(iii) that the recipient may prove that they have received from third parties as their own free and autonomous right and not derived directly or indirectly from the owner of the information.

2.6.2 Unless required by precise legal obligations, no party will be able to use confidential and confidential information for purposes other than the execution of the agreement or disclose it to others without the prior written permission of the other party.

2.7 Withdrawal

2.7.1 Unless otherwise written agreement, the duration of the Agreement is provided in the Company's offer (initial term).

2.7.2 The company, at any time prior to the issuance of the Certificate, may exercise withdrawal if the Customer defaults on any of its obligations, and does not remedy that default within 10 days of notification by means of Company's email.

2.7.3 Each party will be able to exercise withdrawal without notice if the other party is to be the recipient of a declaration of

bankruptcy, or the opening of other competition proceedings, which is also agreed out of court, put into liquidation or termination.

2.7.4 In cases where you transfer your business to another Organization, the transfer of the certificate is subject to the Prior Written Consent by the Company and may result, at your discretion, in an additional verification on a onerous basis. If granted by the Company, the use of the certificate by the new Organization will be governed by the Current Agreement.

2.8 Force Major

If, for any reason or cause outside your control (including, but not limited, to situations such as "acts of God", wars, terrorist activities, impossibility to obtain licenses or registrations, illnesses or resignations of personnel or the impossibility customer's contractual obligations) to the Company, whether it is prevented from executing or completing the service covered by the contract, the Customer will pay for this:

a) the amount of expenses actually incurred;

b) compensation accrued for the portion of service actually rendered.

As a result, the Company will be relieved of any responsibility for the non-delivery or incomplete provision of the required services.

2.9 Limitation of liability and compensation

2.9.1 The Company undertakes to perform the services with care and diligence and will be held responsible only in the event of serious negligence.

2.9.2 Nothing in this condition excludes or limits the Company's liability to the Customer for death, injury, fraud or other event due to the Company's gross negligence.

2.9.3 Given the above 2.9.2 the Company's liability, in relation to any claim for losses, damages or expenses of any kind or otherwise sourced, will in any case be limited to the amount of the contractual consideration currently provided for the service (excluding VAT)

2.9.4 Given the above 2.9.2 the Company does not assume any liability for losses, damages or expenses of any nature for which no legal action has been taken by the client within one year of the date of the Company's service or for partial non-compliance if not received within a year of

the date on which the service should have been completed.

2.9.5 Given the above 2.9.2 the Company does not take any responsibility to the Customer or third parties:

a) for loss, damages or expenses for any action that is or is not taken on the basis of the Reports or for any inaccurate result that may be generated by unclear, erroneous, incomplete, misleading or false information provided to the Company.

b) for indirect and/or consequential damages, including termination, profit limitation, loss of trade, loss of opportunity, loss of goodwill and cost of withdrawing products from the market.

2.9.6 Except that in the event of misconduct or big negligence of the Company, the Customer is obligated to guarantee, keep undamaged and maintain the Company and its employees, auxiliaries, agents and/or subcontractors against any complaint (real or threatened) made by third parties for losses, damages or expenses of any nature, including legal ones, and sources in relation to the execution, even partial or non-execution, of any service.

2.9.7 Each party will have to sign up to the appropriate insurance coverage to cover their areas of responsibility.

2.10 Miscellaneous

2.10.1 If one or more of these general conditions is in any way unlawful or unenforceable, the validity, legality and applicability of the remaining conditions will not be diminished or harmed in any way.

2.10.2 During the course of the service and for a period of one year after the conclusion of the service, the Customer undertakes, both directly and indirectly, not to incite and/or to encourage the Company's employees to leave employment with it, nor to bids to do so.

2.10.3 The use of the Company's name or registered trademarks for advertising information is not permitted without the Company's prior written permission.

2.11 Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Italy exclusive of any rules with respect to conflicts of laws. All these disputes shall be submitted to the exclusive jurisdiction of the competent courts in Milan.

THE CERTIFICATION BODY RESERVES
THE RIGHT TO INTEGRATE, REMOVE,
OR MODIFY THE PROVISIONS OF
THESE REGULATIONS WITHOUT
PRIOR INVOLVEMENT OF THE CLIENT,
EVEN AFTER THE COMMENCEMENT
OF THE EXECUTION OF THE
REQUESTED SERVICE.

UNLESS OTHERWISE AGREED IN
WRITING, ALL SERVICES ARE
PROVIDED IN ACCORDANCE WITH
THESE REGULATIONS, WHICH SHALL
PREVAIL OVER ANY OTHER
PROVISIONS CONTAINED IN ANY
OTHER DOCUMENT.