

# REGULATIONS (SYSTEM CERTIFICATION)

## INTRODUCTION AND PURPOSE

SGS ICS Italia S.r.l. (below also only "SGS ICS Italia" belonging to the SGS Group, operates as a certification body of management systems (in the following only "systems") with reference to internationally recognized standards. The SGS Group is present in multiple countries with accredited certification bodies. Accreditations awarded to the SGS Group bodies and their sectors are available on request. SGS ICS Italia also offers service/product certification services (cogent and voluntary) and Environmental Verifier under EC Regulation 1221/2009 (below called EMAS Regulations) SGS ICS Italia services are provided in accordance with the general conditions for certification services (see Part 2). SGS ICS Italia also provides certification services on behalf of other Group Affiliates and for accreditations other than the local one as required by this regulation.

## **PART 1: TECHNICAL CONDITIONS FOR CERTIFICATION SERVICES**

### **1.1 General requirements**

These Regulations governs certification services, and the Organization is contractually committed to complying with the requirements set there. These regulations is applied with independence and impartiality to all organizations that request or have gained access to the certification services of SGS ICS Italia. Organizations are therefore committed to making system definition and implementation documents available, to collaborate during all verification activities, ensuring access to all areas, information and personnel, to designate a responsible representative (Guide) to the audit group which - if the presence of the Organization's consultants is allowed - ensures that they do not interfere in any way with the conduct of activities.

### **1.2 Purpose and organizational structure**

1.2.1 These technical conditions apply to the certification activities specified in steps 2.2.1 a) and b) of the Following General Terms (see Part 2). The technical conditions meet the requirements for the accreditation of the Certification Bodies.

1.2.2 The organization chart showing the organizational structure involved in certification activities and the related documentation is available on request. Certification services are provided by direct staff of SGS ICS Italia or, at its discretion, by SGS Group Affiliate staff (generally for activities to be carried out

abroad) or by other external resources according to agreed requirements. In any case, SGS ICS Italia still maintains full responsibility for the release, maintenance, suspension, revocation of the certification.

### **1.3 Confidentiality and data protection**

SGS ICS Italia ensures that all confidential information obtained during certification activities is treated strictly for all levels of its organizational structure, except when otherwise required by statutory provisions, provisions of Accreditation and Certification Bodies of staff or owners of a written scheme or authorization by the Organization concerned. SGS ICS Italia will process the Organization's personal data, being either a representative of Organization or of its employees, as an autonomous Controller and in accordance with the provisions of the SGS Data Privacy Policy (<https://www.sgs.com/-/media/sgscorp/documents/corporate/brochures/sgs-data-privacy-policy-en.cdn.en.1.ashx>) and of the SGS Data Privacy Information Notice (<https://www.sgs.com/en-it/-/media/sgscorp/documents/corporate/technical-documents/privacy-policy/sgs-legal-privacy-information-notice-customers-global-en.cdn.en-IT.pdf>).

### **1.4 Certification Request**

1.4.1 Once you have received the complete Organization data required by the questionnaire SGS ICS Italia, is issued by SGS ICS Italia the certification offer with detail of the purpose and cost of the services and how to activate the certification process; The offer is accompanied by these regulations and the "certification request" form, which states in particular the reference standard and the scope of the system. For certification schemes and/or product sectors, regulatory requirements for certification can be supplemented by specific documents (e.g. Technical Regulations) issued by accreditation bodies or scheme owners.

1.4.2 When the certification request is received together with the documentation requested, SGS ICS Italia sends the Organization a confirmation of order that formalizes the contractual conditions. The practice is then assigned to the staff in charge of ensuring the delivery of the service according to the procedures of SGS ICS Italia. The names of the staff involved in the individual audit activities are communicated in advance debt; Organization's any justified objections

should be immediately reported to SGS ICS Italia.

### **1.5 Initial Certification Audit**

1.5.1 When requested by the Organization during the certification request, before the initial process starts, a preliminary audit may be performed in order to evaluate and provide the Organization with information on the degree of implementation of the certified system; this preliminary audit will have a maximum

duration of 2 (two) days/man and cannot be repeated.

1.5.2 The initial audit is conducted in two phases (Stage) under the responsibility of a SGS Lead Auditor in accordance with audit plans previously submitted to the Organization in which the purpose and manner of conducting the audit is indicated; For each audit, an opening meeting is held (where all the main aspects are recalled: the evaluation procedure, the criteria for classification of non-compliance (if applicable) and subsequent corrective actions, the confirmation of confidentiality Audit Group, etc.) and a closing meeting (where the outcome of the audit is communicated and clarifications are provided on the results formalized in the report, which also details how and when to implement any actions in the face of the shortcomings that have emerged from the audit).

**Stage 1:** The purpose is to examine the documented information of the organization's management system; assess the specific conditions of the site(s) and undertake an exchange of information with staff in order to establish the degree of preparation for phase 2; re-examine the state and understanding of the organization about the requirements of the standard, with particular reference to identifying key performance or significant aspects, processes, objectives and functioning of the management system; Collect the necessary information regarding the scope of the management system, including the organization's site(s); processes and equipment used; established levels of controls (particularly in the case of multi-site organizations); applicable cogent requirements; review the allocation of resources for phase 2 and agree with the organization on the details of the phase itself; focus on the planning of Phase 2, gaining sufficient knowledge of the system. management and activities of the organization's site(s) under the management system standard or other regulatory documents; assess

whether internal audits and management reviews are being planned and executed and that the level of implementation of the management system provides evidence that the organization is ready for phase 2. It is appropriate for most management systems that at least part of Stage 1 should be carried out at the Organization's facilities. The results of Phase 1 may also lead to the postponement or cancellation of phase 2. Conducting at least a portion of the Stage 1 audit at the client's premises can facilitate the achievement of the specific audit objectives. The offer and/or confirmation of order of SGS ICS Italia will specify the manner and place of conduct of Stage 1.

**Stage 2:** Aims to assess the implementation, including effectiveness, of the Organization's management system. Phase 2 must take place at the Organization's (S)/S and includes at least the following activities: information and evidence about compliance with all requirements of the applicable management system standard or other regulatory documents; monitoring, measuring, reporting and reviewing performance, against key performance objectives and objectives (consistent with expectations of the applicable management system standard or other regulatory document); the capacity of the management system and its performance with regard to compliance with applicable cogent requirements; operational control of processes, internal audits and management review, management responsibility.

## 1.6 Non-compliance and corrective actions

1.6.1 Non-compliances, which relate to the requirements of the non-compliance standard, are classified (unless the certification scheme is specified) as major or minor based on the relevance of the deficiencies found (typically situations that deficiencies in meeting one or more of the standard's requirements or raising significant doubts about the management system's ability to achieve the expected results and deficiencies in cogent aspects are classified as (major) The Organization has the responsibility to inform SGS Italia, within the timeframe and specified on the audit reports, the related causes and specific corrective actions taken or planned to eliminate, within a predetermined time, the non-compliance detected compliance; SGS ICS Italia will then verify its implementation and effectiveness.

1.6.2 In general, unless there is a scheme, if there are deficiencies that result in greater non-compliance, obtaining certification is subject to the verification of

the effective implementation of corrective actions by the Organization, conducted generally through an additional audit (see 1.11).

1.6.3 Failure to implement corrective actions within the specified time frame may result in the certification process being interrupted and the need to repeat the initial audit in full.

## 1.7 Certificate Issuance and Validity

1.7.1 When SGS ICS Italia accepts the favorable opinion expressed by the audit group through the personnel in charge and authorized to technically review the file and to decide (with internal personnel) on issuing the certificate, the Organization receives the certificate and the SGS mark; otherwise, SGS ICS Italia notifies the Organization of the decisions taken and the actions to be taken. The issued certificate, in addition to other information, shows the date of recertification and expiry, the deadline by which the renewal process must be completed, including positive resolution of the practice (see 1.15) in order to maintain the historicity and number of Certificate.

1.7.2 The certificate issued, as well as audit reports, are SGS owned, and the Organization agrees to return it in the event of changes/revocations; The Organization's right to the use of the SGS trademark/certificate is subject to full and consistent compliance with the requirements for the certified system and applicable trademark/certificate requirements.

1.7.3 The certificate issued by SGS ICS Italia is issued in the contractually agreed language; certificates in other languages can be issued on demand in the manner expressed in the certification offerings.

## 1.8 Certificate System Enrollment

The data relating to the issued certificates are reported in a register available to the public and, when provided, notified to the accreditation body and/or the schema owner and published on its registers that may be public access. The issue of the certificate is notified to SGS locations around the world and registered in a database that over time also identifies its status (valid-suspended – withdrawn). Information on the validity of each Certificates issued can still be provided to third parties after a specific and reasoned request.

## 1.9 Use of the SGS Certification Certificate and Brand

1.9.1 The Organization may refer to the certification obtained in its publications,

correspondence, business cards, etc. In any case, the use of the certificate and/or trademark must be such that. It is clear that the certification applies only to the system (not the individual products, processes, services, test reports), the sites concerned and the type of products, processes, services to referred to. The terms of the use of the SGS certificate and certification mark are set out in a special document that is transmitted to the Organization with the offer and at the issuance of the Certificate.

1.9.2 SGS ICS Italia will take the appropriate actions, at the organization's expense, to prevent any further misuse or misleading references to certification and/or use of the certificate/brand.

1.9.3 The Organization must immediately cease referring to the SGS certificate and certification mark (i) after the expiry, suspension, revocation of the certificate, (ii) in case changes have been made to the system not accepted by SGS ICS Italia, (iii) if SGS ICS Italia changes the rules of the certification scheme and the Organization does not intend to comply (iv) in the presence of any other circumstance that may adversely affect the certificate system.

1.9.4 SGS ICS Italia verifies the correctness in the use of the certificate and certification mark during surveillance audits, renewal and based on information from the market; In the event of incorrect use, SGS ICS Italia takes the necessary actions that may include requests for greater corrective action, suspension or withdrawal of certification, publications of the transgression, legal action.

## 1.10 Periodic surveillance audits

1.10.1 SGS ICS Italia conducts periodic surveillance checks in accordance with the contractually agreed (semi-annual) scheme to ensure a complete review of the system in each certification cycle; Scheduled audit dates are defined with reference to the stage 2 completion date or subsequent changes. The execution date of surveillance audits after initial release must not be more than 6 or 12 months from the end date of Stage 2; Subsequent surveillance is scheduled according to the stage 2 date. Every year Solar must carry out a surveillance or renewal audit.

1.10.2 Surveillance audits ensure that the certified system is maintained correctly with particular reference to the effectiveness of the system and the implementation of continuous improvement programs. Upon completion of the visit, the Organization receives the relevant report. SGS ICS Italia, in the

event of a change in the outcome of the audit, recommended in the report, notifies the Organization of the decisions taken and the actions to be taken.

### 1.11 Additional Audits

1.11.1 SGS ICS Italia reserves the right, reasoned in writing to the Organization, to carry out additional audits; This may be done, for example, to verify the implementation of more corrective actions, to deal with any requests that have emerged during the issue of the certificate, for the suspension of the certificate to be revoked, when receiving reports of serious malfunctions or complaints related to the certified system, when the Organization makes changes to its system considered relevant by SGS ICS Italia, etc. At the end of the visit, the Organization receives its report. SGS ICS Italia also reserves the right to conduct unannounced visits, if necessary, justifying the reasons for them. Additional visits may be made, also disjointed by SGS ICS Italia, by the Accreditation Board or by the scheme owners or their designated. Visits that are part of the normal certification cycle may be carried out in accompaniment by the Accreditation Body or by the owners of the scheme or their designates or even additional visits, even separate from those planned by SGS ICS Italia. If the Organization refuses to accept such audits, it automatically initiates the process of suspending and/or withdrawing the certificate.

### 1.12 Suspension of Certification

1.12.1 SGS ICS Italia for reasons considered serious and explained in writing to the Organization has the right to suspend, for a limited period of time, the certification already granted. For example, suspension can be implemented when (i) the Organization does not properly handle complaints, (ii) audits highlight significant deficiencies in the system but which, in the opinion of SGS ICS Italia, are not of such severity as to result in the withdrawal of the certificate, (iii) the Organization does not comply with the requirements for the implementation of the corrective actions, (iv) the Organization does not promptly report the ongoing legal measures also related to non-compliance with cogent requirements, (v) the Organization is non-compliance with the contractual obligations currently taken against SGS ICS Italia, the requirements of these Regulations, the rules for the use of the trademark/certificate (vi) non-delayed conduct of periodic surveillance audits for reasons not attributable to SGS ICS Italia.

1.12.2 In the event of suspension, SGS ICS Italia officially notifies the

Organization by e-mail, fax or other equivalent means, also communicating the conditions under which the suspension can be lifted.

The suspension is made public by indicating the suspension status on the SGS website of the certified Organizations and, if requested, to the Accreditation Organization. If the Organization meets the conditions set by SGS ICS Italia within the time limits indicated, the suspension can be lifted; otherwise, SGS ICS Italia proceeds to collect the certificate. The subsequent lifting of the suspension in the same manner is also made public. The costs of suspending and restoring the certificate are borne by the Organization. The maximum duration of suspension does not generally exceed 6 (six months) calculated from the due date of the scheduled visit.

### 1.13 Revocation of Certification

1.13.1 The cancellation of the certification takes place after the withdrawal of the same by SGS ICS Italia or the renunciation by the Organization.

1.13.2. SGS ICS Italia for reasons considered to be of particular seriousness, motivated in writing to the Organization, has the right to cancel the certificate when (i) the Organization does not comply with the conditions set by SGS ICS Italia for the lifting of the suspension of the certification, (ii) audits reveal deficiencies in the system deemed critical, (iii) the Organization disposes the production and supply of the products/services mentioned in the certificate for a considerable period of time (in the order of 12 months) or In the event of bankruptcy, (iv) for non-compliance in the payment of the payment to SGS ICS Italia, (v) SGS ICS Italia modifies the rules of its certification scheme and the Organization does not intend to comply with the new requirements, (vi) the Organization does not manage periodic visits, including failure to complete the renewal visit by the deadline. (see 1.15)

1.13.3 Certificate cancellation is officially notified Organization by e-mail, fax or other equivalent means, made public by SGS ICS Italia (e.g. by excluding the Organization from the relevant register) and communicated to the accreditation body and/or the owner of the scheme. If the Organization, after the revocation of the certificate, continues to refer to it in any way, SGS ICS Italia will be free to protect itself in the most appropriate manner. In the event of a withdrawal, there is no reimbursement of any expenses related to audit activities already completed by SGS ICS Italia.

### 1.14 Certificate validity range changes

1.14.1 The Organization may request extensions - reductions of the certificate validity field (for example, for the insertion of new products, processes, services, factories, etc. compared to those mentioned in the certificate) following the procedure described for the request Initial. The extension is granted as a result of a new successful audit involving the elements covered by the extension. The duration depends on the relevance of the requests and may result in a complete repetition of the certification process. A new certificate is then issued, which returns the old certificate.

1.14.2 Similarly, SGS ICS Italia may take reductive measures of the validity of the certificate as communicated by the Organizations, in the presence of unresolved deficiencies on time and/or related to specific aspects whose exclusion does not affect the rest of the system or in the absence of related product/process activities that are being certified.

### 1.15 Renewal of Certification

1.15.1 During the last surveillance of each certification cycle (usually three years, depending on the reference standard), SGS ICS Italia staff explain the renewal criteria for an additional cycle; depending on the initial agreements established with SGS ICS Italia, a new three-year contract may be possible or the existing one can be confirmed; In the latter case, any changes to the contractual terms of reference communicated in advance to the Organization may apply.

1.15.2 The renewal audit, in the presence of a valid contract between the parties, is scheduled by SGS ICS Italia, well in advance of the expiration of the certificate; failure to complete the renewal process including positive resolution of the practice by the deadline will result in the revocation of the previous certificate and, if the requirements are met, or the issuance of a new certificate (with new number and new issue of the certificate without historical continuity).

In order to be able to plan the renewal visit in advance, the acceptance of the offer of SGS ICS Italia (see above 1.15.1) must arrive at least 3 (three) months before the expiry of the current certificate. In the renewal visit, the commitment shown to the maintenance of the system, the effectiveness of the system and its continued compliance with the scope, even in light of the results obtained during the entire certification cycle, is ascertained. preceding. SGS ICS Italia, in the event of a change in the outcome of



the audit, recommended in the report, notifies the Organization of the decisions taken and the actions to be taken.

### 1.16 Changes to the certification scheme

If substantial changes are made to the rules/requirements of the certification scheme, SGS ICS Italia informs the certified or certifying organizations by taking into account any submissions submitted by them. SGS ICS Italia specifies the date of entry into force of the changes and any corrective actions required, giving the necessary time to their implementation. Failure to adapt the Organization to the corrective measures established, within the agreed timeframe, may lead to the implementation of the suspension/withdrawal measures of the certification.

### 1.17 Certificate System Changes

The Certified Organization must promptly inform SGS ICS Italia in writing of substantive changes it intends to make to its system and/or any changes that may affect compliance with the requirements of the reference standard for certification such as: (i) legal, commercial, organizational or property aspects (ii) organization and management (e.g. personnel with key roles or decision-making, technical staff) (iii) contact addresses and sites (iv) scope significant system and process changes in the certificate management system (v). The Organization will have to accept the determinations of SGS ICS Italia, motivated in writing, about the possible need to carry out an additional visit, the suspension/reduction of certification or a complete repetition of the certification process. Failure to notify SGS ICS Italia may result in certification suspension/withdrawal measures.

### 1.18 Complaint Registration and External Communications

The certified system documentation includes the registration of claims related to the subject of certification and the related corrective actions taken. These documents must all be made available to SGS ICS Italia. For the certification of systems that involve the management of external communications, they will have to be available to SGS ICS Italia with the registration of any actions taken.

### 1.19 Complaints, appeals and litigation

1.19.1 Written Complaints may be submitted to SGS ICS Italia by its Customers (e.g. related to staff behavior) or by Customers of Certified

Organizations, Accreditation Organizations, other stakeholders, etc.

1.19.2 The Organization that uses the certification services provided by SGS ICS Italia also has the right to file written appeals against the decisions taken against it by SGS ICS Italia (e.g. for non-issue of certification).

1.19.3 In the presence of complaints or appeals, SGS ICS Italia confirms in writing that they have received them and undertakes, in accordance with its internal procedure, to evaluate and reach a decision, by means of independent and qualified staff.

### 1.20 Report and Certificate Properties (Intellectual Property)

Any document, including any Report or Certificate, provided by SGS ICS Italia and the copyright (copyright) contained there remains the property of SGS ICS Italia and the Organization must not alter or misinterpret its content in any way. The Organization will be allowed to make copies only for internal use and duplicates of certificates are available on request.

### 1.21 Recognition of Certifications issued by Other Certification Bodies (OdC)

SGS ICS Italia recognizes certifications issued by other Certification Bodies accredited by recognized accreditation bodies and part of the MLA agreements, unless these compromises the integrity of the certification scheme adopted by SGS ICS Italia.

### 1.22 Waiver, Suspension, Revocation of Accreditation

SGS ICS Italia is committed to informing the customer organization in a timely manner of the possible waiver/suspension/revocation of accreditation in the accreditation scheme/sector in which the Organization's certification falls, as well as to support Organization itself in the phase of any switch to another accredited organization.

## **PART 2: GENERAL CONDITIONS FOR CERTIFICATION SERVICES**

### 2.1 Purpose

2.1.1 Except in the case of a different written agreement all offers issued or services provided by SGS ICS Italia S.r.l. ("The Company" or "The Certification Body") and the individual or legal person who subscribes to a Certification Request ("The Customer") are governed by these General Terms.

2.1.2 These conditions, the Regulation of which they are an integral part, the offer, the certification request and, where applicable, the provisions relating to the use of the certification mark, constitute the contractual agreement between the Customer and the Company ("the Contract"). Unless otherwise agreed, no changes to the contract will be considered valid and effective unless it has been provided for in written and signed by the Customer and the Company.

2.1.3 The certificates will be issued by the Company in accordance with the current regulation, of which a copy is provided to the Customer at the time of the conclusion of the contract. The Company reserves the right to amend these regulations even after the service has commenced.

### 2.2 Services

2.2.1 These conditions apply:

- a) Certification of management systems in accordance with national and international benchmarks ISO 17021
- b) Environmental Declaration in accordance with the EMAS Regulations.
- c) Product/service certification in accordance with national/international reference regulations and/or Customer/disciplinary specifications duly approved by the Company.
- d) Second-party, preliminary, management training courses and other related activities.

2.2.2 When the verification activities are completed, the Company will prepare a report to be submitted to the customer's attention. Any recommendation given in the report is not to be considered binding on the Company and the decision whether or not to issue the Certificate rests solely with the Company.

2.2.3 The Customer acknowledges that the Company in providing a service, neither assumes the position of the Customer nor that of any third party, nor frees them from their obligations, nor else does it assume, limit, repeal or discharge any obligation of the same Customer in the third-party comparisons or vice versa.

2.2.4 The release, suspension, withdrawal or revocation of the certification will take place in accordance with the current regulation.

2.2.5 The Company reserves the right to delegate all or part of the service required and contracted by the Customer to its auxiliaries, and the Customer now agrees to the transmission of the necessary information.

## 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 You 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 authorised. 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; Or
- 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.