

# REGULATION FOR PRODUCT CERTIFICATION

## INTRODUCTION AND PURPOSE

SGS Italy SpA (below also only "SGS Italia"), belonging to the SGS International Group, operates as a Certification Body for products, processes and services (in the following only "product") 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 Italy services are provided in accordance with the general conditions for certification services (see Part 2). SGS 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

The Regulation governs certification services and the Organization is contractually committed to complying with the requirements set there. The regulation is applied with independence and impartiality to all organizations that request or have obtained the certification services of SGS Italy.

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 who, especially if the presence of consultants of the Organization is allowed, ensure 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 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 Italia still maintains full responsibility for the release, maintenance, suspension, cancellation of the certification.

## 1.3 CONFIDENTIALITY AND DATA PROTECTION

SGS Italia ensures that all confidential information obtained during certification activities is treated strictly for all levels of its 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 Italia will treat the data to which it will have access, or which will be communicated to it, in accordance with the current legislation regarding the protection of personal data, in electronic or paper mode for the sole purpose of the fulfillment of the requested service. Data Controller is SGS Italia S.p.A., at its legal office, to which those interested in the treatment will be able to contact under the current legislation regarding the protection of personal data.

## 1.4 CERTIFICATION REQUEST

1.4.1 Once we have received the complete Organization data required by the questionnaire issued by SGS Italy, we will be able to issue the certification offer with detail of the purpose and cost of the services and how activate the certification process; the said offer is accompanied by the regulation and the "certification request" form, which states in particular the reference standard and the scope of the certification.

For particular certification schemes and/or product sectors, regulatory and contractual requirements for certification can be supplemented by specific documents (e.g. Technical Regulations) issued by accreditation bodies or scheme owners.

1.4.2 Upon receipt of the certification request together with the documentation requested, SGS Italia sends the Organization the order confirmation which formalizes the contractual conditions. The file is then assigned to the staff in charge of assistance according to the SGS Italia procedure. The names of the personnel involved in the individual activities are communicated well in advance; any objections motivate the organization of the Order should be immediately notified to SGS 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 can be performed to assess and provide to Organization the information on the degree of system implementation certified object; this preliminary audit will have a maximum duration of 2 (two) man/days and cannot be repeated.

1.5.2 Initial/renewal activity is conducted in one or more phases (depending on the scheme) under the responsibility of SGS Lead Auditor in accordance with business plans previously transmitted to the Organization in which the aims and methods of conducting the activity are indicated and for each activity an opening meeting is held (where all the main aspects are recalled: the evaluation procedure, the classification criteria of the non-conformities (if applicable) and consequent corrective actions, the confirmation of the confidentiality of the Audit Group etc. ...) and a closing meeting (where the outcome of the activity is communicated and clarifications are provided regarding the results formalized in the report which also details the methods and times within which to implement any actions to address the shortcomings that have emerged from the activity).

The initial activity is intended to examine, however applicable, 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; re-examine the state and understanding of the organization's requirements, with particular reference to identifying key performance or aspects, processes, objectives and significant 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; assess, however applicable, that internal inspections and management reviews are being planned and carried out; Evaluate implementation including effectiveness, organization management system and/or process and/or product

1.5.3 During the activity if required by the technical documentation, the auditor must take the samples that must be sent to the laboratory for compliance examination. The sample must be representative of the entire line or group of products to be certified and must be manufactured by the same means and mounted in the same procedures used for normal production. If the sample is a prototype, it may be necessary to repeat the tests, or part of them, on samples taken from normal production. The tests can be carried out in the laboratories of

SGS Italia or at other companies and/or laboratories approved by SGS Italia. Normally the laboratories used will be accredited according to ISO 17025. Otherwise they will need to be qualified by SGS Italy in advance.

## 1.6 NON-COMPLIANCE AND CORRECTIVE ACTIONS

1.6.1 Non-compliances that have emerged, referring to the requirements of the non-compliance standard, are classified according to the specifics of the certification scheme (typically situations that show deficiencies in meeting one or more requirements of the standard or that there are significant doubts about the ability of the management/product system to achieve the expected results and due to deficiencies in cogent aspects that are classified as greater). 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 Italy will then verify its implementation and effectiveness.

1.6.2 In general, unless there is a scheme, if there are deficiencies that lead to greater or critical non-compliance, obtaining certification is subject to the verification of the effective implementation of corrective actions by the organization, usually conducted 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 Italy, through the technical staff responsible and authorized to review the practice and the decision on the issue of the certificate, accepts the favorable opinion expressed by the audit group, the Organization receives the certificate and the SGS brand; otherwise, SGS 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 expiration, 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.

1.7.2 The certificate issued is owned by SGS Italia and the Organization agrees to return it in the event of changes/cancellations; audit reports, are owned by SGS Italia. The Organization's right to use 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 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 REGISTERING THE CERTIFIED PROCESS/PRODUCT

The data relating to the issued certificates can be recorded on the respective portals of the owners of the standard and/or the accreditation institution.

## 1.9 USING THE CERTIFICATE AND CERTIFICATION TRADEMARK

1.9.1 In relation to process certification schemes, 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 is only related to the production process (not the individual products, processes, services, test reports), the sites concerned and the type of products, processes, services to which it refers. Cannot be referenced certification obtained using logos, wording on primary packaging materials, labels and secondary packaging material. More details regarding the communication of the certification obtained are present in the regulations using the logo of the proprietary standards

Regarding management/product system certification schemes The Organization may refer to the certification obtained in its publications, correspondence, business cards, products, 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 products, services being certified. The terms of use of the SGS certificate and certification mark are provided in a special document that is transmitted to the Organization at the same time as the certificate is issued.

1.9.2 SGS Italia will take the appropriate actions, expenses paid for by the Organization, to prevent the continuation of any misuse or misleading references to the certification and/or use of the certificate/brand.

1.9.3 The Organization must immediately cease referring to the certificate and certification mark after the expiration, suspension, cancellation of the certificate, (ii) if any changes have been made to the system accepted by SGS Italia, (iii) if SGS 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 Italia verifies the correctness of the use of the certificate and the certification mark at each Visit And based on information from the market; In the event of incorrect use, SGS 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 SAMPLE PRESERVATION

Where necessary, SGS Italia will keep the samples, or deliver them, appropriately sealed, to the Organization, which will be required to keep them for the duration of the tests to be performed and to make them available to SGS Italia at any time. In the case of particularly expensive or bulky products, the preservation of the product can be replaced with the preservation of illustrative documentation of adequate detail. The suitability of the documentation must be formally approved by SGS Italia. Samples are always sent back to the recipient's risk and to the state they are in at the end of the tests. SGS Italia takes no responsibility for any damage to products during testing, storage or transport. If necessary, the Organization will have to provide the appropriate insurance coverage on its own.

#### 1.11 PERIODIC RENEWAL AND SURVEILLANCE AUDITS

1.11.1 SGS Italia conducts periodic audits 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 completion date of the previous visit type

1.11.2 Renewal audits ensure that the certification is maintained correctly with particular reference to the effectiveness and implementation of continuous improvement programs. Upon completion of the visit, the Organization receives the relevant report. SGS Italy, in case of change in the outcome of the visit, recommended in the report, notifies the Organization of the decisions taken and the actions to be taken.

#### 1.12 ADDITIONAL ACTIVITIES

SGS Italia reserves the right, justified in writing to the Organization, to carry out additional activities; 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/process/product, when the Organization makes changes to its system/process/product considered relevant by SGS Italia, etc. At the end of the visit, the Organization receives its report. SGS 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 Italia, by the Accreditation Board or by the scheme owners or their designated.

If the Organization refuses to accept such visits, the process of suspending and/or withdrawing the certificate will begin automatically managed.

#### 1.13 CERTIFICATE SUSPENSION

1.13.1 SGS 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, the suspension can be implemented when (i) the Organization does not properly handle complaints, (ii) visits highlight significant deficiencies in the system/process/product but which, in the opinion of SGS Italia, are not of such seriousness as to result in the withdrawal of the certificate, (iii) the Organization does not comply with the requirements for the implementation of corrective actions, (iv) the Organization does not promptly report the ongoing judicial measures also related to non-compliance with the requirements (v) the Organization is non-

compliant with the contractual obligations to SGS Italia, the requirements of the Regulation, the rules for the use of the trademark/certificate (vi) non-delayed conduct of periodic visits for reasons not computable to SGS Italia.

1.13.2 In the event of suspension, SGS Italia officially notifies the Organization by e-mail, fax or other equivalent means, also communicating the conditions under which the suspension can be lifted.

If the Organization meets the conditions set by SGS Italia within the time limits indicated, the suspension can be lifted; otherwise, SGS 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 generally does not exceed 6 (six months) calculated from the due date of the scheduled visit except special prescriptions of the proprietary schemes.

#### 1.14 CERTIFICATION CANCELLATION

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

1.14.2. SGS 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 Italia for the lifting of the suspension of the (iii) the Organization discontinued 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 case of bankruptcy, (iv) for non-compliance in the payment of the consideration to SGS Italia, (v) SGS Italy modifies the rules of its certification scheme and the Organization does not intend to comply with the new requirements, (vi) The Organization does not properly handle complaints, (vii) the Organization contravenes the agreements made with SGS Italia or the Organization itself formally requests it, (viii) the Organization does not accept changes to economic conditions, or to there is no delay in conducting the expected periodic visits, including the failure to complete the renewal visit by the deadline. (see 1.16)

1.14.3 Certificate cancellation is officially notified Organization by e-mail, fax or other equivalent means, made public by SGS Italy (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 cancellation of the certificate, continues to refer to it in any way, SGS 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 Italia.

### 1.15 CERTIFICATE VALIDITY RANGE CHANGES

1.15.1 The Organization may request extensions 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.

1.15.2 Similarly, SGS 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.

### 1.16 RENEWING CERTIFICATION

1.16.1 In each certification cycle (usually annual), SGS Italia staff explain the renewal criteria for an additional cycle; depending on the initial agreements established with SGS Italia, a new annual validity agreement 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.

1.16.2 For product/service certification schemes, During the last surveillance of each certification cycle (generally three years, depending on the reference standard), SGS Italia staff explain the renewal criteria for an additional cycle;

depending on the initial agreements established with SGS 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.

1.16.3 The renewal audit, in the presence of a valid contract between the parties, is scheduled by SGS 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 cancellation of the previous certificate and, if the requirements are met, or the issuance of a new certificate (with new number and new issue number 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 Italy (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/process/product, the effectiveness of the system/process/product, its effectiveness and its continued responsiveness to the scope, even in light of the results obtained during the entire cycle of previous certification.

SGS 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.

### 1.17 CHANGES TO THE CERTIFICATION SCHEME

If substantial changes are made to the rules/requirements of the certification scheme, SGS Italia informs the certified or certified organizations by considering any submissions submitted by them. SGS Italia specifies the date when the changes come into force, giving the time required for their implementation. Failure to comply with the Organization's requirements, within the agreed timeframe, may lead to the implementation of the suspension/withdrawal measures.

### 1.18 PRODUCT CHANGES, PROCESS, CERTIFICATE SERVICE

The Certified Organization must promptly inform SGS Italia in writing of substantial changes it intends to make to its product, process, service and/or any changes that may affect compliance with the requirements of the standard certification

reference services such as: (i) legal, commercial, organizational or property-related (ii) organization and management (e.g. personnel with key roles or decision-making, technical staff) (iii) contact addresses and sites (iv) scope of activities (v) significant changes in products, processes, services

The Organization will have to accept the determinations of SGS 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 Italia may result in certification suspension/withdrawal measures.

### 1.19 COMPLAINTS REGISTRATION AND EXTERNAL COMMUNICATIONS

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

### 1.20 COMPLAINTS, APPEALS AND LITIGATION

1.20.1 Written Complaints may be submitted to SGS Italy by its Customers (e.g. related to staff behavior) or by Customers of Certified Organizations, Accreditation Organizations, other stakeholders, etc.

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

1.20.3 In the presence of complaints or appeals, SGS 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.

### 1.21 REPORT AND CERTIFICATE PROPERTIES (INTELLECTUAL PROPERTY)

Any document, including, any Report or Certificate, provided by SGS Italia and the copyright (copyright) connected to it remains the property of SGS Italia and the Organization must not alter 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.

## 1.22 RECOGNITION OF CERTIFICATIONS ISSUED BY OTHER CERTIFICATION BODIES (ODC)

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

## 1.23 RENUNCIATION, SUSPENSION, REVOCATION OF ACCREDITATION

SGS 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 Italy S.p.A. ("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 trademark, 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 signature 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 the regulation even after the execution of the service started.

### 2.2 SERVICES

2.2.1 These conditions apply to:

- 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 cancellation 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 The Customer must ensure the availability of access to its premises of the Company's inspection staff (including any Observers) and, when requested, also in a manner separated from the 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 manner separated from the presence of the Company's inspection staff, the

information and the information facilities 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 requirements (such as Directives, Laws, Regulations) applicable.

2.3.6 The Customer is 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 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 Italia's activities is subject to remuneration to these entities.

SGS Italy 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 Italia do not include additional charges/additional costs for the customer.

The customer can request from SGS 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, cancellation 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 that require the presence of the Company's staff at the Customer, 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 working days 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. 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 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 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 an 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 occurred 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 gross 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

Any dispute arising or otherwise related to the provision of services provided in Italy will be regulated by Italian law, with the exclusion of any rules relating to the conflict of law, the jurisdiction will be of the Italian court and competent Milan Tribunal.

THE CERTIFICATION BODY RESERVES THE FACULTY OF INTEGRATING, ELIMINATING OR MODIFYING THE STATEMENTS OF THIS REGULATION.

UNLESS A DIFFERENT WRITTEN AGREEMENT ALL SERVICES ARE MADE IN ACCORDANCE WITH THIS REGULATION TO BE CONSIDERED AS PREVALENT OF OTHER PROVISIONS IN ANY OTHER DOCUMENT.

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WHEN YOU NEED TO BE SURE

