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1 - BASIC TERMS

This document defines:

- 1) the obligations assumed by Istituto Giordano Spa. -Certification Division (hereinafter referred to as IG);
- 2) the rights and obligations of the applicant or licensee Organisation of the Istituto Giordano certification (hereinafter referred to as the Organisation).

In particular, it defines the general conditions of contract for the certification of management systems, products/services, processes and people on a voluntary and mandatory fields (eg: certifications for the purpose of CE marking for Community directives).

The parties agree, on the basis of the circumstances known to them at conclusion of the contract, that the terms and conditions set out below are acceptable.

This is a traduction of an Italian document, in case of dispute the only valid version is the Italian one.

2 - DEFINITIONS

Certificate: the document issued by IG after successful result of the assessment activities that can also take names other than those specified as an example "statement", etc.

Certification of conformity and Certification: the positive assessment by IG about the conformity of the system/product/service/process/person according to the reference normative document that allows the certificate issuance.

Normative document: means the document (or set of documents) that provides rules, directives or characteristics concerning certain activities or their results, to which IG performs its activity of assessment of conformity.

Organization: customer, the subject that signs the contract with Istituto Giordano, to whom these conditions apply.

3 – CONTRACT OF CERTIFICATION

The certification contract shall include the following documents:

- Certification offer (issued by IG)
- Request of Certification (signed by the organization)
- Applicable Certification Regulation (e.g.: Management System Certification Regulation, REG-CSG, etc.)
- Specific scheme/sector/area¹ regulations, where applicable, supplementing and specifying the applicable certification regulation (e.g.: il Regolamento per la certificazione dei sistemi di gestione REG-CSG è integrato, secondo applicabilità dal REG-SGA "Regolamento per la certificazione di sistemi di gestione ambientale", dal REG-ISO3834 "Processi di saldatura negli acciai per strutture saldate - Regolamento per la certificazione processi di saldatura, in accordo alle norme UNI EN ISO 3834-2, UNI EN ISO 3834-3 e UNI EN ISO 3834-4", etc.)
- CGC - General terms and conditions for certification¹.

The transmission of the Request of Certification" (which is considered as contract) by the Organization, in which the applicable Certification Regulations, any Specific Regulations of scheme/sector/area, these General Terms and Conditions (CGC), the Certification Offer and its acceptance (order confirmation) by IG, contractually formalize the relationship between IG and the Organization and the applicability of the above contractual documents.

The contract between IG and the Organisation shall include:

- the initial audit typically consisting of two stage and a visit to the headquarters/sites of the organization;
- initial tests/examinations;
- the issuance of the certificate;
- subsequent audits/tests/surveillance examinations, without/short notice and for renewal;
- any additional services specified in the offer, including a preliminary visit, when required by the Organisation.

If, for any reason, the contract of an accredited certification cannot be accepted, IG shall inform the applicant in writing, stating the reasons for the refusal.

The contractual obligation that the company Istituto Giordano assumes, is an obligation of means and not of results.

(1) Please refer to www.giordano.it website for downloading the regulation or contact IG Certification department.

4 – DURATION OF THE CONTRACT – TERMINATION

Where otherwise agreed between IG and the Organization, the contract is drawn up as open-ended and allows each party to withdraw with a minimum notice of three months from the effective date of the withdrawal, to be communicated by registered post or PEC.

In the above case, all the provisions of the contract, that are functional to the right maintenance of the system/product/process/person in accordance with the reference standard, remain effective until the validity of the certificate, with particular regard to the IG ability to carry out planned visits/audits/tests or any other tests deemed appropriate if it

believes that such compliance has decreased. Therefore, all the agreed fees for the activities carried out by IG until the effective date of the withdrawal will be paid by the Organisation.

The certificate withdrawal, when requested by the Organization, will be effective upon confirmation by IG or at the latest 15 days after notice of withdrawal by the Organization.

If the notice of withdrawal is sent less than 30 days in advance of a planned visit/ inspection, the Organization will have to pay IG an amount equal to 20 % of the fee for the planned visit/ verification; in this case, the Organization will have to pay IG any travel expenses/ charges already incurred.

The withdrawal of the contract mandatory requires to the Organization to cancel all advertising references and all references on technical documentation.

5 – IMPARTIALITY AND CONFLICT OF INTERESTS

In the signed contract, IG assumes no obligation regarding the successful result of the conformity assessment, nor regarding the issuance of the certificate, IG only assumes the obligation to take its decisions on the basis of enough evidences.

The contract excludes any consultancy activity for the implementation and/or maintenance of the Organisation system /product/service/process/person requirements subject to conformity assessment, as defined in the ACCREDIA accreditation regulations (for further please refer to www.accredia.it website).

The Organization acknowledges that a potential conflict of interest may determine the impossibility for IG to distribute its service. For that reason, it is mandatory to communicate to IG the name of the consultant company and the name of persons who carry out the activities.

The Organization also undertakes to notify IG of any change of these subjects.

The Organization also acknowledges that a potential conflict of interest may arise even after the conclusion of the contract and until its complete execution; in this case it will be the responsibility of IG to immediately withdraw the contract and it may apply the costs of the provided services until the withdrawal.

6 – SUBJECT OF THE VERIFICATION AND REFERENCE STANDARD

Only the system/product/service/process/person as specified in the contract documentation shall be subject to assessment for the purpose of issuing of the certificate.

The certification of conformity of a management system does not extend to products or services provided by the Organization or to its personnel and, therefore, cannot be used in conjunction with them, or in a manner which suggests that they are covered by certification.

The conformity assessment will be carried out by IG on the basis of the reference normative document indicated by the Organization in the certification request. IG issues accredited certifications for conformity assessment activities that are part of the accreditation scope (field of accreditation). If the accreditation is obtained by IG after the certification is issued, the certificate will be issued again with reference to the obtained accreditation.

Where not otherwise required by the regulatory reference document, the assessment carried out by IG for the purpose of the conformity assessment of the system/product/service/process/person shall be carried out with visits/tests/examinations carried out by the sampling method.

For that reason, the issue of certification does not require the assessment of every part of the management system, nor each single product made, nor every single activity carried out by the person nor each implemented process.

7 – RIGHTS AND OBLIGATIONS OF IG

a) IG undertakes to provide its certification services as defined in the procedures, applicable to the required certification scheme, these procedures are described and/or cited in the applicable certification regulation.

For each certification scheme of management systems/product/service/process/person, IG may develop or adopt specific certification regulations to define specific requirements and procedures for obtaining and maintaining certification; these regulations are an integral part of these contractual conditions. In order to obtain and maintain certification, customers of IG are required to develop and maintain their personnel and/or products/services and/or management systems and/or processes in compliance with specific regulations and to allow unconditional access to IG for the verification of the requirements certification.

b) The certification issued by IG covers only the activities carried out in the scope of the certified management system or services/products/processes carried out within the scope of the same certificate or the persons for the certified professional figure.

8 – RIGHTS AND OBLIGATIONS OF THE ORGANISATION

The Organization ensures and undertakes with IG to comply, within the terms of validity of the contract, with all reasonably necessary requirements to issue the certificate of conformity, including all standards, laws and regulations issued by the competent authorities, any additional requirements by IG.

For particular sectors/ areas of activity, the regulations and/ or technical specifications issued by IG and available in an updated version on the website www.giordano.it - certification area (e.g. Particular Rules - SGQ Scheme, etc) are considered applicable. The Organization ensures that it has provided to IG the complete and accurate documents and information regarding the required certification.

The certification of IG does not relieve the Organization of any legal obligation related to services/products and/or processes and/or persons covered by it.

9 – OBLIGATION OF MAINTENANCE OF SYSTEM, PRODUCT, SERVICE, PROCESS OR PERSONS REQUIREMENTS AND ANY POSSIBLE CHANGES

9.a For system certification

9.a.1 The certification is issued on the basis of periodic assessment (possibly supplemented by additional audits that, on the basis of the applicable regulations, may also have the nature of non prior communication) and not with a continuous verification of the permanence of the requirements necessary for the same issue. For this reason, the Certified Organization undertakes to maintain its structure, organization and its system in compliance with the requirements of the reference legal document, during the entire period of validity of the certification.

The Certified Organization also undertakes to keep records of any complaints that may be related to the maintenance of such compliance and the related corrective actions taken and it must make them available to IG.

9.a.2 In the event that significant changes occur or are foreseeable for the purposes of the validity of the Certification (e.g. change in the data indicated in the application for certification, interruption of activity, etc.), the organization must give prior written notice to IG, which may accept the changes or require the performance of extraordinary/ additional checks.

9.a.3 If a certified organisation intends to change the scope of the certification, it must make a written request to IG, which will decide whether or not a new document or inspection is necessary.

9.a.4 If IG, requests the carrying out of extraordinary/additional verifications (refer tu 9.a.2), the Organization will have the right to renounce the certification and consequently to withdraw from the contract with written communication within thirty days from said communication.

9.b For product, process, service certification

9.b.1 The certification is usually based on periodic audits/assessment (possibly supplemented by occasional checks that, on the basis of the applicable regulations, may also have the nature of non prior communication), and not with a continuous verification of the permanence of the requirements necessary for the same release, so the Organization, having full responsibility for the conformity of products, processes, services, undertakes to maintain the same and, where applicable, the relative design/production quality/control system which complies with the requirements of the reference regulatory document during the entire period of validity of the certification.

IG cannot, carry out the audit/assessment for maintaining the certification, for reasons not dependent on itself or for reasons attributable to the organization (for example: the organization withdraws from the contract or does not consent to the execution of the audit, etc.). IG does not have the possibility to confirm the fulfilment of obligations/requirements, required by the regulatory document of certification, organisation from the date of the last audit.

The Certified Organisation also undertakes to keep records of any complaints that may be related to the maintenance of such compliance and the related corrective actions taken and shall make them available to IG, as well as accidents and/or potential accidents and actions to follow.

9.b.2 If there are significant changes for the purposes of the validity of the certification (e.g. organisational, legal and commercial changes in the Organisation, changes in the ownership structure of the Organisation, changes in the quality/control system for design/production, changes in the type, original characteristics, the destination of the products), the Organization must give prior written notice to IG, which may accept the variations or require the carrying out of extraordinary/additional checks.

9.b.3 If IG, following the communication of the changes referred to in point 9.b.2, requires to carry out extraordinary/additional checks, the Organization will have the right to renounce the certification and consequently withdraw from the contract with written communication thirty days after this request.

9.c For persons certification

9.c.1 The certified person undertakes to inform IG, without delay, about aspects that may influence its ability to continue to satisfy the requirements for the maintenance of the certification. The certified person undertakes, in addition, to keep records of any complaints that may be related to the maintenance of the professional technical requirements covered by the certification and the related corrective actions taken, and to make them available to IG.

9.c.2 Following the communication referred to in point 9.c.1, IG shall notify the certified person of any action/assessment that is necessary to maintain the validity of the certificate or suspend or withdraw it, as indicated in the certification regulations.

9.c.3 If IG, following the communication referred to in point 9.c.1, requires the performance of additional actions or assessments, the person has the right to refuse the certification and, consequently, withdraw from the contract by written communication within thirty days from the request.

10 – CHANGES OF THE CERTIFICATION/VALIDITY AND VERIFICATION PROCEDURE

IG has the responsibility to modify or update the certification and verification procedure, also as a result of changes to the reference regulatory document or imposed by the Accreditation Bodies. In this case, IG must notify the Organization in advance, and, if it does not intend to comply with changes, will have the right to refuse the contract within thirty days of such communication, after this period the changes shall be deemed accepted.

Any costs for documentary or on-site assessment activities resulting from regulatory or standard changes will still be under the responsibility of the Organization.

11 – MANDATORY REQUIREMENTS RELATED TO CERTIFIED SYSTEM/PRODUCT/PERSON AND LIMITS OF RELATED CONTROLS

The Organization undertakes to comply and to maintain in compliance throughout the period of validity of the certificate with all mandatory requirements, such as international, national or local laws and regulations, etc. applicable to its products, services or personnel. The certification concerns only the compliance of the management system/product/service/process/person to the reference regulatory document and IG is not liable for any certifications or statement about previous laws and regulations requirements.

The organization therefore remains the only responsible for its legislative compliance, with the exclusion of any liability or warranty obligation by Istituto Giordano.

12 – INFORMATION ACCESS

The Organization has to provide any support necessary for the assessments, including the provision of documentation relating to the System/Product/Service/Process/Person for whom certification/validation and assessment of related records are required.

The Organization must also allow access, under safe conditions, to all areas where relevant activities for the scope of certification are carried out.

All deeds (documents, letters, communications, etc. ...) relating to the certification and assessment activities of the system /product/service/process/person are considered confidential.

The access to and consultation of documents relating to certification and assessment, are reserved only to the functions involved in the certification and assessment process and to the Organisation.

In the event that information relating to the Organization must be distributed for legal obligations, IG shall notify the Organization.

IG shall not be liable for any loss caused by the provision of false, incomplete or omitted information in documents due to the acts or omissions of any person outside IG, except for requests clearly expressed in the purpose of the service contract.

The Accreditation Body (ACCREDIA) guarantor of certifications issued by IG may request the participation of its observers to inspections carried out by IG, in order to verify that assessment procedures adopted by IG comply with the rules applicable to it.

The participation of such observers shall be agreed beforehand between IG and the organisation. If the organization does not give its approval to this participation, IG shall interrupt the certification process or suspend/withdraw the certificate, if already issued to the organization.

13 – OBLIGATION OF INFORMATION ABOUT LEGAL PROCEDURES

The Organization undertakes to:

- immediately notify IG of any irregular situations noticed by supervisory Authorities, as well as any suspension or withdrawal of authorisations, concessions, etc. about aspects related to the subject of certification.
- immediately notify IG of any ongoing or in final judgement legal proceedings, about the subject of the certification, which directly concern the organisation or persons representing it, except the limits imposed by law.
- immediately notify IG of any environmental incidents with a long-term impact and/or that have required the intervention of external bodies for the response and/or that have involved communications to public authorities (only in case of certification relating to environmental requirements).
- keep IG informed of developments in these procedures.

IG may carry out additional assessments and, where appropriate, take measures to suspend/withdraw the certificate, depending on impact of the event.

14 – INSPECTION ACTIVITIES AND SAFETY AT WORKPLACES

The Organization, in accordance with current legislation on safety and prevention of occupational accidents, undertakes to provide IG with detailed notice about the specific risks on working places in which the auditors are going to operate.

The Organization also undertakes to promote, through its appointed person, the cooperation and coordination in order to implement measures and interventions to protect and prevent workplaces risks affecting the work of auditors, and which require the protection of both workers and all other persons that are in the same working place.

15 – PRICES

- The Certification Offer as part of the Certification Contract defines the costs for services provided by IG, assuming that the information received by the Organisation is accurate and complete.
- Any other service provided by IG in addition to those defined in the offer, will be charged according to the current IG prices.
- IG, at least annually, reviews and may change its prices, according to modifications in the ISTAT index, unless otherwise stated, using the formula:

$$P = P_o \frac{S}{S_o}$$

where:

P_o = price agreed at the date of signature of the contract

S_o = general index of contractual hourly wages, published by ISTAT, value at the date of signature of the contract

S = value of the same index known at the time of revision

P = new price

16 – ADDITIONAL ASSESSMENT

The Organisation, in the event that the results of the assessment require additional inspection/testing visits, or other additional assessment activities for:

- assessment following remarks or complaints received which are considered significant in relation to the certified system/product/service/person and its compliance with the applicable reference rules and regulations, or
- the assessment of changes made by the organisation to the system/product/service/person certified as relevant by IG, or
- as a consequential action against Organisations whose certification has been suspended, or
- the assessment of the implementation and effectiveness of the processing of non-conformities and the corrective actions implemented by the organisation, or
- in the event of a need arising during the issue of the certificate, or
- the restoration of the validity of the certificate following a suspension,

declares itself available from now on that these conditions are carried out in order to allow the correct execution of the service. In the cases a), b), c) above, Istituto Giordano reserves the right to carry out additional audits even without, or at short notice excluding, or limiting, the possibility of recusing the auditors appointed by IG.

In the event of a refusal by the organisation to carry out additional checks without a valid reason, IG may interrupt the certification process or carry out the suspension/ withdraw process of the certification issued as set out in the applicable certification regulation.

All costs relating to any additional assessment shall be under the responsibility of the organisation; except for additional checks following reports or complaints that will be under the responsibility of the organization only if they are considered justified by IG. The applied costs will be that contractually defined for the ordinary activity.

17 – TRAVEL COSTS

- Unless otherwise specified, all indicated costs of IG are not inclusive of any travel expenses, which will be added to the cost of the indicated assessment.
- Any transfer of IG employees and auditors by private/corporate car will involve the charge of the relative costs according to the kilometric costs criteria defined in the certification contract.

18 – DEFERMENT OF ASSESSMENT ACTIVITIES

If the Organization requests a postponement of already planned and agreed assessment activities, with less than 5 working days notice, IG may request payment on the basis of the commitment of resources that were provided.

If the Organization communicates the intention not to carry out the assessment or if the assessment cannot be carried out for reasons not dependent on IG, the same IG reserves the right to invoice the entire contractual amount, including incurred travel expenses.

19 – CERTIFICATE TRANSFER

In case of change of the name company, the Organization must notify IG of the made changes, sending the following documentation:

- a copy of the new Chamber of Commerce certificate or equivalent document,

- a copy of the notarial deed certifying the change.

IG reserves the right to request other necessary documentation for the investigation of the case.

IG, after having carried out the appropriate investigations, and upon their success, issues a new certificate of conformity, cancelling the previous one.

20 - VAT

All rates and charges are VAT excluded.

21 – INVOICING

- a) All the services provided by IG are invoiced according to the payment plan established in the contractual documents.
- b) The related invoicing includes the costs of verification, issuance of the report/certificate and all related administrative activities; it also includes travel expenses, calculated as above.

22 – PAYMENTS

- a) Payment of invoices is due within the terms of the contract or the same invoice. For unreliable customers (in particular conditions), advance payments or advances may be provided, even not already stated in the contract. If the condition of arrears persists for more than 3 (three) months from receipt of the notice sent by Istituto Giordano to the Organization by registered post, or other equivalent means, IG may apply sanctions for revocation of certification/s in place in accordance with the rules laid down in the contractual certification regulations.
- b) If the payment of invoices is not made at the agreed deadline, IG will apply the arrears interests calculated in accordance with Legislative Decree No. 231/2003 pursuant to Directive 2000/35/EC.
- c) The issue of the certificate of conformity by IG is subject to the actual balance of any invoice previously issued.
- d) The processing of the activity is subject to the fulfilment of the obligations arising from previous contracts. In the event that the Customer does not fulfil the obligations referred to in point "a", any advance paid to start processing will be considered, in advance, as amounts to cover unpaid amounts and in the alternative, as an advance of new business activity.
- e) the withdrawal from the certification contract by the organisation/certified person and the measures to suspend and revoke the certification do not preclude the balance by the organisation/person of the claims due to IG.

23 – LIMITS OF CERTIFICATION AND RESPONSIBILITIES

a. For system certification

The issuance and maintenance of the certification of the Management System are not proof or guarantee by IG of compliance with legal obligations and mandatory requirements imposed on the certified Organization. Therefore, the Organization is and remains solely responsible, both to itself and to its customers, and also to third parties, of the proper performance of its business and the compliance of the same and its products with applicable regulations and the expectations of customers and third parties in general and undertakes to keep IG and its employees and auxiliary any complaint, third parties action or claim related to the performance of IG activities under the contract and these general terms and conditions.

b. For product, process and service certification

The issuance and maintenance of the certification of a product/ process/ service have exclusively as object the verification of the compliance of the same compare to a given regulatory document. In the case of voluntary certification, their effects are limited to the relationship between IG and the Organization and do not constitute proof or guarantee by IG of compliance with legal obligations and mandatory product/process/service requirements on the Organization.

Therefore, the Organization is and remains solely responsible, both to itself and to its customers, both to third parties, of the proper performance of its business and the compliance of the same and its products/ processes/ services to the applicable regulations and expectations of customers and third parties in general and therefore the Organization undertakes to keep IG unharmed and its employees and auxiliaries from any claim, third parties action or claim related to the performance of IG activities under the contract and these general terms and conditions.

c. For persons certification

The issue and maintenance of the certification of persons is solely for the purpose of verifying the conformity of the requirements held or demonstrated by those persons compared to those required by a given regulatory reference document. The effects of certification are limited to the relationship between IG and the Organization/person and, in the case of voluntary certification, do not constitute proof or guarantee by IG of compliance with the required legal requirements. In any case, the certification does not entail any guarantee by IG towards the personnel, the Organization or third parties, about the correctness of the work of the certified persons themselves.

Therefore the Organization/person is and remains solely responsible, both to itself and to its customers, and to third parties, of the proper performance of activities carried out by certified persons and therefore undertakes to keep IG and its employees and auxiliary excluded from any complaint, third parties action or claim relating to the performance of IG activities under the contract and these general terms and conditions.

24 LIABILITY LIMITS AND DUTIES

- a) In the event of slight negligence attributable to its employees or collaborators in the performance of services, any loss or damage to assets for which IG may be held liable, will be limited to the amount of the contract price with a maximum of 5,000.00 Euro.
- b) In the case of gross negligence, attributable to its employees or collaborators in the performance of services, the Civil Code is applied.
- c) Except in the cases referred to in points 24.a and 24.b, IG shall not be liable for any loss or damage to assets, in any way caused by the assessment, certification or other services related thereto.

25 DECLINE CLAUSE

Any complaint or request against IG, must be made by the Organization, as a decline sentence, no later than six months after the event that gave rise to the request or complaint. The complaint procedures are available on the website of IG "www.giordano.it".

26 – COMPENSATION AND INDEMNITY

The Organization will compensate IG for the costs, claims and causes arising from the violation of any certificate, license or mark of conformity issued by IG in accordance with these general terms and conditions and with the contract.

27 - MAJEURE FORCE CAUSE

IG will be exempted from any liability for damages if it is not able to fulfil its obligations due to the occurrence of reasonably unforeseeable factual circumstances that would make impossible the performance of IG.

27 bis - A RESERVATION OF EQUIPMENT AND TEST SYSTEMS

IG may propose to the Customer to book equipment and test facilities as part of planning of tests to be carried out. The dates proposed by IG must be confirmed by the Customer no later than 5 working days from receipt of the proposal, after which the proposal will be considered invalid.

The confirmation will be valid if you also submit the formal order and payment of the deposit if required. In the event that the Customer fails to pay the advance (or the balance if expected in the contract) IG may either reschedule alternative dates or consider invalid the contract.

If there is a request for a change in the schedule or cancellation of the reservation, which must be received in writing, the laboratory will evaluate the possibility of reprogramming the tests in a later period, with the following cases:

- no penalty will be applied if the request is made at least 6 weeks before the scheduled date of installation;
- If the request will be made with a notice less than 6 weeks from the date of starting installation will be charged a penalty of 300 euros + VAT law for each day booked.

If additional days are required during the test period, the laboratory will evaluate the possibility of integration, issuing a specific offer for costs. In the event of interruption of the work in pre-test or test phase for not attributable causes to Istituto Giordano, the entire amount of the contract will be invoiced and a new contract will be generated and a new schedul will be defined.

28 – REFUSAL/WITHDRAWAL/SUSPENSION OF THE ACCREDITATION (WHERE APPLICABLE)

IG undertakes to inform the Organization of any refusal/withdrawal/suspension of accreditation in the field to which it belongs, as well as to support it in the phase of transition to another accredited Body.

IG will not be liable in any way for any damage caused to the Organization by the refusal/suspension/withdrawal of accreditation; in the above cases, the Organization has the right to refuse certification without prior notice and without additional charges.

29 – PRIVACY/PROFESSIONAL SECRECY/CONFIDENTIALITY

a) IG will keep the strictest confidentiality of the information obtained during the performance of the certification activities, both from employees and from self employees, in any case operating for IG, unless it is expressly provided for by law or is requested by the judge during a judicial procedure. If the certification body is required by law or authorized by contractual agreements, to disclose confidential information, the customer or the person concerned will, unless prohibited by law, be warned/advised of the provided information.

b) Disclosure to third parties will not be allowed without written **and informed** consent from the other party unless otherwise specified in the certification regulations applicable to the certification contract.

c) The datas will be processed in compliance with current rules, see General Data Protection Regulation, European Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016.

30 – COMPLAINTS

In addition to the provisions of this section of the general conditions for certification, complaints are handled in accordance with the internal procedures of IG, the contents of which are available on the website of IG www.giordano.it.

A complaint means an expression of dissatisfaction in written form by the certified or certifying entity or by other interested parties regarding the service offered and/or received by Istituto Giordano.

The organization that uses the certification services provided by Istituto Giordano, have the right to submit complaints against the behavior adopted by Istituto Giordano that will give written confirmation to the organization of the receipt of the same indicating the name and function of the person who will handle the complaint and the time (no later than 2 months after receipt) within which feedback will be provided.

Complaints are addressed to the Technical Director of the certification division concerned and managed under his responsibility or, if the Technical Director is involved in the subject matter of the complaint, under the responsibility of the Director General of the Istituto Giordano.

Messages anonymously sent will not be accepted, in order to avoid the start of claims for speculative purposes of distortion of competition. The veracity of the entered data will be checked.

The analysis of the complaint and the approval of the treatment and any corrective actions is carried out by different persons from those who have been involved in the subject matter of the complaint.

Complaints may also be sent to Istituto Giordano by Customers of certified organisations, Accreditation Bodies, or other interested parties, and are handled in the same way as described above for complaints.

31 – APPEALS

The Organization that uses the certification services provided by Istituto Giordano, has the right to file written appeals against the decisions taken by Istituto Giordano, stating the reasons for the disagreement within 30 days from the date of notification of the decision. The appeal must be addressed to the Director General of IG

Messages sent anonymously will not be accepted, in order to avoid the start of appeals for speculative purposes of distortion of competition. The veracity of the data entered will be checked.

IG will confirm the receipt of the appeal in writing to the organisation.

The appeal is managed in accordance with the applicable internal procedure, the contents of which are available on the website of IG www.giordano.it.

The appeal shall be examined by persons other than those who have carried out the assessments/verifications/tests/inspections and taken the certification decision.

IG examines the appeal within two months of its presentation, discussing with, if necessary, the representatives of the Organization, and communicates, in writing, the results and any actions resulting from the organization and the functions concerned of IG

Any expenditure relating to the appeal shall be borne by the organisation, except where it is well founded.

The appeal does not interrupt the enforceability of the decision taken by IG until any other decision following the examination of the appeal.

The Director General of IG and a Member of the Committee for the Safeguarding of Impartiality (CSI) who has not participated in the verification, within the scope of the CSI's tasks, the certification practice of the appeal organisation

32- DISAGREEMENTS

Any dispute arising out of or related to the claims and appeals referred to above, or to this Regulation or in any way relating to its interpretation, performance, validity and effectiveness, or to contracts concluded pursuant thereto, will be the subject of a preliminary conciliation attempt, to be carried out in front of the Chamber of Conciliation of Rimini, established at the Chamber of Commerce of Romagna - Forlì - Cesena and Rimini, according to the regulation of that body.

The dispute referred to in the previous paragraph, if not defined by conciliation, will be referred, pursuant to art. 806 c.p.c., to the decision of an arbitration panel, with application of the Rules of the Court of Arbitration of Romagna, with registered office in Rimini, via Pani n. 5. In the absence of agreement on the appointment of arbitrators, the same will be designated by the President of the Court of Arbitration of Romagna or by the President of the Court of Rimini, as provided by the Statute of the Court. The arbitration panel shall decide according to law by ritual award.

The responsibility for the management of disputes for the Istituto Giordano is of the Chief Executive Officer as Legal Representative.

The jurisdiction for the resolution of the dispute is the Court of Rimini or the Arbitration Committee appointed as above.

33 – EXCLUSIVE COURT

The contract as defined in article 3 of this is subject to Italian law, and, if necessary, the parties choose to refer any dispute to the court of Rimini

34 – COMMUNICATIONS WITH THE COMPETENT ADMINISTRATION AND THE ACCREDITATION BODY, PUBLICATION OF CERTIFICATION LISTS

IG periodically transmits (or makes available) to the competent administration (competent Ministry), for the certifications subject to authorisation/notification, the lists of certification documents issued, amendments, suspensions, withdrawals and refusals (requests for certification rejected or those with a negative result).

The above data are also provided by IG to the accreditation body, in relation to the status and type of accreditation, for their inclusion in the relevant databases.

The lists of issued certification documents and their status can be published by IG on its website.

As part of the duties of IG, this may communicate the suspension, waiver or revocation of the certification to the Accreditation Bodies and other third parties who request it, as well as enter the relevant data, as applicable, in the list of organisations with a certified management system or in the lists of certified products/services/processes/persons on its website.

Furthermore, Istituto Giordano notifies the accreditation Body if it becomes aware of confirmed or supposed violations of legal provisions, relevant to the scope of the accredited certifications, by the certified Organization.

Certification regulations and particular scheme/sector/area regulations may define specific modes of transmission of certifications data and information.

35 – PASSED CERTIFICATES

In case of reissue of certificates following their modification by extension, reduction, renewal, or other changes required by the applicable certification regulations, the Organization undertakes, in a timely manner, to:

- mark on the original of the passed certificate the words "Passed" with the relevant date;
- delete from the technical and advertising documentation any reference to the passed certification.

If the certificate is revoked, the organisation undertakes to:

- no longer use the certificate for its intended purpose;
- mark the original of the certificate with the words "Revoked" and the date thereof;
- not use any copies and reproductions of the Certificate;
- delete from the technical and advertising documentation any reference to the revoked certification.

36 – ORGANISATION, MANAGEMENT AND CONTROL MODEL PURSUANT TO THE D. LGS. 231/2001.

With reference to the provisions of Legislative Decree 8 June 2001, n. 231 and subsequent amendments and additions, the Board of Directors of IG approved the Code of Ethics, as a document that defines the set of values of corporate ethics that the company recognizes, accepts and shares and the respect of which allows to prevent the commission of offences provided for by the aforementioned decree.

It is IG primary interest that all those who incur in business relations with the Company, carry out their activities in compliance with the principles and values contained in the Code of Ethics.

The serious or repeated violation of principles contained in the Code of Ethics is considered a non-fulfilment of obligations arising from agreements and determines the termination of the contract pursuant to art. 1456 c.c., as well as compensation for any damage suffered by the Company.

The contract can be terminated ex art. 1456 c.c. on communication of IG in case of commission of a violation foreseen by Legislative Decree no. 231/01 and subsequent amendments and additions, even not in relation to relationships with IG, established by a judgment which has become final and which acknowledges the responsibility of the Organization. Same procedure may be applied following the application of the penalty at the request of the parties pursuant to art. 444 c.p.p., as well as in the event of imposition, even in the interim, of the interdiction sanctions of the prohibition to contract with the public administration or the prohibition from the exercise of the activity.

In any case, at the time of the opening of penal proceedings against the Organization for violations pursuant to D. Lgs. 231/2001, must be given immediate information to IG that will have the power to terminate the contract for the occurrence of this condition of termination pursuant to art. 1353 c.c..