ICIM General Regulation for provision of services

9	15/01/2021	In consideration of the ACCREDIA 37001 comment	HEAD OF ISG	ALL HEADS	PRE
8	26/08/2020	Update chap. 5 elimination of CEO introduction of PRE	HEAD OF ISG	ALL HEADS	PRE
7	13/05/2020	Updates chap. 2.0 added: reference to accreditation and qualification regulations, chap. 3 updated Organisation (introduction of inspections) and Certification scheme definition, chap. 4.1 highlighted: inspections, chap. 6.2 added: paragraph Other labels that explains how to use accreditation and qualification labels, updated: chap. 6.3, 10.1, 10.2, 11.2 and 13.0	ISG	ALL HEADS	CEO
6	07/11/2019	Updates on request of ACCREDIA chap. 3.0 DEFINITIONS, added: Training, chap. 3.0 added: clarification on definitions, chap. 4.1 clarified: responsibility for the issue of a document attesting conformity, chap. 5.2 information statement on privacy: reference to the Italian decree included	ISG	ALL HEADS	CEO
5	15/09/2019	Update on request of ACCREDIA chap. 2, chap. 3, chap. 13	ISG	ALL HEADS	CEO
4	25/05/2018	Update: function of Regulation 2016/679 GDPR on personal data protection (chap.5), updated: purpose (chap. 1), updated: standard EN17021 (chap. 2 References), updated: definitions (chap. 3), update chap.10.2), update (11.2)	ISG	ALL HEADS	CEO
3	07/07/2015	Update of standards and regulations. Updates on instruction of ACCREDIA	ISG	DIV	CEO
2	23/01/2015	Update of penalties and limitations to compensation for damage (par.4.1). Addition of par. 6.3	ISG	DIV	CEO
1	26/08/2014	Update	ISG	DIV	CEO
0	20/12/2011	Issue	ISG	DIV	CEO
Rev.	***Date***	***Description***	***Drawn up***	***Verified***	***Approved***
IDENTIFICATION: 0001CR_09_EN					

ICIM SpA Company subject to the management and coordination of ICIM GROUP Srl
Piazza Don Enrico Mapelli, 75 - 20099 Sesto San Giovanni (MI) - Tel. +39 02 725341 Fax +39 02 72002098 - www.icim.it - info@icim.it
Share capital € 260,000.00 fully paid up and resolved - Tax Code and VAT number registration in the Business Register of Milan no. 12908230159 – EAI no. 1596292

SUMMARY

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1.0 PURPOSE AND SCOPE

The purpose of this document is to define the General Conditions that govern the service delivered by ICIM S.p.A. (ICIM) - Certification Body (CB) and that are accepted by the Organisation or the Professional through acceptance of the related offer. Herein, unless noted otherwise, the term Organisation also refers to Professionals.

The specific conditions for the provision of the various Services are described in the specific Regulations, which supplement this document and constitute a contractual document.

2.0 REFERENCES

2.1 Input documents

Standards and documents valid at the issue date of this document

UNI IEC EN ISO/IEC 17000	Assessment of conformity - Glossary and general principles
UNI EN ISO 9000	Quality Management Systems - Fundamentals and glossary
UNI IEC EN ISO/IEC 17020	Assessment of conformity - Requirements for the operation of various types of bodies that perform inspections
UNI IEC EN ISO/IEC 17021-1	Conformity assessment - Requirements for bodies providing audit and certification of management systems
UNI IEC EN ISO/IEC 17024	Assessment of conformity - General requirements for bodies that certify individuals
UNI IEC EN ISO/IEC 17025	General requirements for the competence of testing and calibration laboratories
UNI IEC EN ISO/IEC 17065	Assessment of conformity - Requirements for bodies that certify products, processes and services
EU Regulations, EU Directives, National laws	*All regulatory documents used in certification schemes*
Accreditation Regulations	*All documents related to qualifications or accreditations (ACCREDIA, ISCC, KEYMARK, etc.)*

3.0 DEFINITIONS

The list of definitions below is not to be considered exhaustive. Additional definitions are included in the specific certification schemes.

- **Organisation**

  A subject that comes to ICIM for the certification of products, services, management systems, professionals or for the performance of inspections, based on voluntary or mandatory requirements.

  In the field of mandatory certification, this term is often replaced by Manufacturer which is also used to identify a subject that places its finished product on the market with its own name, trademark or other distinguishing sign on the product or its packaging, as the manufacturer of the product or only

in a sales capacity. Always in the context of mandatory certifications, Organisation or Manufacturer may be replaced by:

- Authorised Representative, any natural or legal person established within the Union who has received a written mandate from the Manufacturer to act on the manufacturer's behalf, in whole in part, in relation to the obligations and formalities related to EU Directives or Regulations.
- Distributor, any natural or legal person in the supply chain, other than the manufacturer or the importer, that makes a device available on the market.
- Importer, any natural or legal person established within the Union that places a device from a third country on the Union market.

- **Certification Body (CB)**

  The body that performs Certification of Conformity and prepares certificates, reports and minutes.

- **Notified Body (NB)**

  A conformity assessment body, notified by a Member State to the Commission and the other member States, authorised to perform duties of conformity assessment on third parties, pursuant to the European Union harmonisation legislation. Notification is granted for specific Directives, European Regulations or harmonised standards. In this Regulation and in the specific Regulations, what has been set forth for CBs also applies to NBs unless specified otherwise.

- **National Accreditation Body (NAB)**

  The sole body in a Member State that performs accreditation with authority derived from the State (Reg. (EC) No. 765/2008 Chapter 1, Art. 2, Paragraph 11).

- **Certification**

  Certification issued by a third party for the conformity of products/processes/systems or individuals (ISO/IEC 17000:2004). This Regulation, unless specified otherwise, uses this term in the broadest sense possible (i.e. it may be a certificate, an attestation, a record, a report, etc.).

- **Certification scheme**

  This Regulation, unless specified otherwise, uses this term in the broadest sense possible. Certification Scheme shall mean the set of rules, procedures and activities performed by ICIM for the certification of the conformity of systems/services/products/professionals/processes or for carrying out inspections on systems/services/products/processes (it replaces the term inspection schemes).

  The certification schemes developed by ICIM are identified by the acronym SCyxxxx, where y defines the related Area of Business (BA) (S – Systems, PE – Product and Energy, I – Inspections (Supply Chain), P – Personnel (Professionals)) and xxxx defines the specific scheme. The certification schemes refer to one or more specific regulatory documents. The said regulatory documents, if not pertaining to a specific national, European or international reference regulation or a specific technical specification governed by national laws, European directives or regulations, are developed by Work Groups, composed of technicians from the ICIM List of Expert Technicians and/or by external expert technicians, which may include the parties concerned in the Certification.

- **Accreditation**

  An attestation by a national accreditation body that a conformity assessment body meets the requirements set by harmonised standards and, where applicable, any additional requirements including those set out in relevant sectoral schemes, to carry out a specific conformity assessment activity (Reg. (EC) No. 765/2008 Chapter 1, Art. 2, Paragraph 10).

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- **Qualifications**

  Level of education, instruction-training and work experience proven, where applicable.

- **Normative document**

  The technical document containing voluntarily-applied technical specifications, set forth by agencies and organisations based on the results of experience and technological development. The technical standards are also regulatory documents.

  The regulatory document, if it has been developed and used by ICIM for one or more certification/s, will be made available to the public by ICIM itself.

  The regulatory documents contain provisions that can be in the form of:

  - a declaration providing an information,
  - an instruction that establishes an action to be carried out,
  - a recommendation that represents a warning or guideline,
  - requisite/requirement that defines the needs to be fulfilled.

- **Technical standard**

  Technical standards or standards are technical documents with the following characteristics:

  - they contain voluntarily applied technical specifications, i.e. not regulated/binding;
  - they are processed through the consent of the stakeholders: producers, public administration, users and consumers, research centres and laboratories, boards and professional societies;
  - they are based on the results of experience and technological development according to the principle of the state of the art;
  - they are approved by a recognised regional, national, supranational or international standardising body;
  - they are available to the public.

- **Technical standard Project**

  A technical document containing voluntarily applied technical specifications, prepared through the consent of the stakeholders (producers, public administration, users and consumers, research centres and laboratories, boards and professional societies, certification bodies) based on the results of experience and technological development.

  The standard project is in the approval stage with a national, regional or international standardising body.

  Draft standards are available to the public on specific request.

- **Laws**

  The term law has various meanings, including source of legal rule and legislation.

  Legal rule refers to a legislative precept, with the capacity to determine, usually stably, the general legal system (i.e. the law). A legal rule is a proposition aimed at establishing a shared conduct according to values within a social group, and accordingly defined as normal. It is aimed at governing the conduct of single elements belonging to a group, to ensure its survival and pursue objectives that it considers as pre-eminent.

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- **EU Directive and Regulation**

  A Directive is one of the legal deeds of the European Union that the European Parliament, in partnership with the Council of the European Union, can adopt to perform duties set forth in treaties, pursuing an objective of harmonisation of the standards of the Member states. In order for a directive to be compulsory, it must be implemented by a specific law by the single Member state.

  A Regulation of the European Union is a legal deed of the European Union described as: "The regulation has a general scope. It is compulsory in all its elements and directly applicable in each member state" (art. 288 paragraph 2 TFEU). It is a binding legal act, directed not only at the member states, but at individuals as well.

  The specific definitions used in EU Regulations and EU Directives are entered in the certification schemes to which the individual documents pertain. The definitions present in harmonised standards or common specifications related to the individual EU Regulations and EU Directives are also included in the certification schemes.

- **Contractual document**

  Agreements between ICIM and the Organisation to produce legal effects, and therefore a legal act. Regulations, Certification schemes, the Application for certification, the offer, etc. are all contractual documents.

- **System**

  A system is a set of rules and procedures, defined in a recognised international standard, that an Organisation can apply with the aim of achieving defined objectives. ICIM certifies Organisation conformity with the requirements of the internationally recognised standard.

- **Product**

  The result of the Organisation's activity, which must be compliant with pre-established specifications, national or international standards and requirements that are either provided by a Customer or that are internal to the Organisation, or with other identified documents. ICIM certifies conformity of the Organisation's products with the requirements set forth in the standards.

  In this Regulation, the term "Product" is assigned the meaning of product or homogeneous group of products belonging to the Certification Scheme which is the object of the Application for Certification and of the Contract, in the forms and variations defined therein. The Product can be tangible or intangible (service, process, etc.).

- **Service**

  The result of the activities of a subject, which can be an Organisation or a single individual, which delivers activities aimed at fulfilling customer needs, on its own behalf and under its own responsibility. ICIM certifies conformity of the Organisation's services with the requirements set forth in the standards.

  In this Regulation, the term "Service" is assigned the meaning of service belonging to the Certification Scheme which is the object of the Application for Certification, in the forms and variations defined therein.

- **Inspection**

  The examination of a product, a process, a service, according to the general requirements set forth in the standards (identified by standards, regulatory documents, laws) or defined by the stakeholders. ICIM performs inspections to check conformity of the Organisation's products, processes, services, in relation to the standard requirements or the stakeholders.

- **Professional**

  An individual who performs work activities in an organised, regular and on-going basis for the purpose of income, according to the requirements defined by standards, regulatory documents, laws. ICIM certifies conformity of the Professional with standard requirements.

- **Training**

  Activity performed based on predefined and documented programmes and contents of a general nature and in the public domain, aiming to enhance the skills (knowledge, behaviour, motivation, etc.) and the abilities of a person. ICIM applies the term "standard training" to an activity whose programmes and content do not relate to specific corporate solutions, and the term "in-house" to the provision of training courses (always standard) at the premises of the applicant organisation.

4.0 GENERAL CONDITIONS

The ICIM certification services are available for any Organisation requesting them, in observance of this Regulation and the Specific regulations.

The Committee for the Protection of Impartiality (CPI) supervises the application of this Regulation and the Specific regulations, which represents the parts involved in certification.

The Organisation is responsible for conformity with the requirements for certification and is the sole body responsible for observance of all the provisions set forth in European Union, national or local laws, of the technical standards and fulfilment of the obligation deriving thereof.

4.1 General Information

The Organisation requesting the intervention by ICIM must:

- accept the sales offer, in its entirety;
- accept the conditions set forth by this Regulation and by the specific Regulations;
- pay the fees set forth in the offer for the delivery of ICIM's services, according to the methods established therein.

Acceptance of the offer binds the Parties until the expiration date of the certificate (see chapters 7, 8, 9 and 10).

The said Organisation must guarantee ICIM free access to the areas, information and documentation required to perform the scheduled visit/inspection, to identify and/or take product samples (when applicable).

This right to access is extended, when applicable, to personnel from other agencies (public or private) accompanying ICIM for accreditation and/or for agreements of mutual recognition, otherwise it will not be possible to grant certification or it will be suspended following non-fulfilment of this obligation.

The Organisation must ensure that all necessary safety measures are taken in terms of work conditions, the workplace and the installations when verifications/Inspections are taking place. When needed, it must inform ICIM of all known hazards or risks, current and/or potential, which may be related to the visit and the test samples.

ICIM is responsible for assessing the necessary objective evidence as the basis for its resolutions. ICIM also:

a. undertakes to carry out an assessment of conformity of the system/process/product/professional or an inspection in relation to the reference standard/regulatory document. Following such assessment or inspection, ICIM (as the Certification Body or Notified Body or qualified/authorised

Body or Inspection Body), in case of a positive outcome, shall be responsible for issuing the related document that certifies conformity. ICIM therefore does not hold any obligations in terms of a positive result of the verification, or in terms of issuing the document certifying conformity;

b. undertakes to perform certifying and inspection services with due competence and skill, only being liable towards the Organisation in case of proven negligence. In consideration of the function and the nature of the inspection, assessment and certification activities, ICIM's liability in terms of non-fulfilment of contractual standards, relative to each complaint of the Organisation for loss, damage or expenses of any kind or nonetheless arising, with the exception of cases of wilful misconduct or gross negligence i.e. if the conduct represents a violation of the obligations deriving from public standards, cannot in any case exceed an overall sum as compensation for any damage suffered by the Organisation and deriving immediately and directly from the conduct of ICIM itself, within the limits of 10% of the value of the overall damage suffered by the Organisation and nonetheless by a maximum amount of 2 (two) times the sum of the amounts due or commissions payable for the specific requested service. However, ICIM will not be held in any way liable for indirect damage or losses, special and/or consequential to the Organisation, including loss of earnings;

c. it will not in any way be held liable for the Organisation in relation to claims for losses, damage or expenses, if they were not claimed in the six month period from the rendering of the specific service issued by ICIM causing the claim. Equally, ICIM will, in no way, be held liable for not carrying out a requested service if not claimed according to the same terms;

d. if it is unable to carry out the services, fully or in part, due to an impediment in access or availability of goods, or in case of delays or unexpected postponements, it will have the right to receive an additional compensation for said delays and/or postponements and a reimbursement of possible expenses which cannot be recovered.

The conformity assessment activities performed by ICIM, based on reference standards or regulatory documents, certify conformity with the requirements of the applicable standards. In the context of mandatory certification (EU Directives and Regulations), the audit activities certify compliance with the applicable legislation, only for the subjects and the scope of application defined on the certificate issued to the Organisation by ICIM.

In any case, ICIM's activities are performed by taking samples, and do not replace the audits by control bodies and bodies tasked with market surveillance; they therefore do not constitute proof of full compliance with the applicable laws (e.g. with regard to the environment, occupational health and safety, etc.) by the Organisation.

5.0 CONFIDENTIALITY AND PROTECTION OF INTELLECTUAL PROPERTY

5.1 General Information

The information, relative to the Organisations where the services are delivered, that ICIM will learn of as it performs its duties, is considered confidential and therefore access to it is governed by a specific procedure and an internal Privacy policy.
ICIM personnel and collaborators who, as they perform their duties, learn the contents of the said deeds and any other information pertaining to the Organisation, that ICIM has a contractual relationship with, are governed by non-disclosure.

Exceptions to this rule are: data, subject to communication and disclosure, defined in the Specific Regulations and in the Scheme Regulations (registers of certified companies, information to Accreditation Agencies, to the Competent Authorities and other Notified bodies for the applicable European Directives), as well as all the information requested by public administrations by law.

5.2 Information statement on the processing of personal data pursuant to article 13 of the General Data Protection Regulation 2016/679 ("DGPR") and (It.) Legislative Decree of 30 June 2003, no. 196, as subsequently amended and supplemented.

The Data Controller is **ICIM S.p.A.**, with registered office in Sesto San Giovanni 20099 (MI), in Piazza Don Enrico Mapelli 75, in the person of the Chairman ("**The Controller**").
Purposes of the processing, legal basis for the processing
The data are acquired by ICIM S.p.A. for the following purposes:

1. Management of the precontractual and contractual relationships for: the certification of management systems, the certification of products, the performance of (first-, second- and third-party) inspections, the certification of professionals, training activities, the certification of compliance with legal requirements, assessment activities, and other activities consistent with the services provided by ICIM
2. Management of operational activities related to the activities under point 1
3. Transmission of commercial information, technical and regulatory updates (not related to the operational activities under point 2), newsletters and marketing activities

The disclosure of the personal data under point 1 and point 2 is made in compliance with the provisions of EU regulations and directives, the primary national regulatory framework, ministerial decrees and circulars, technical standards: international, EU, national and proprietary (e.g. certification schemes), technical specifications, accreditation regulations, regulations of the Controller.
Consequently, the refusal to disclose personal data to ICIM S.p.A. shall entail the latter's impossibility to establish or perform the contractual relationship.
The disclosure of personal data in relation to the purposes under point 3 is optional and the Organisation may exercise the right of withdrawal of consent; in such case, the Controller shall refrain from transmitting commercial information and from performing marketing activities.
Retention period
The retention times comply with the following criteria:

- judicial protection of the Controller's rights before the civil, criminal and administrative courts;
- documentation retention period relating to certification operations from the date of the document:

Contractual records (orders, countersigned offers, order confirmations, conferment of assignments)	10 years
Records relating to the provision of services (optional)	As per specific procedures or certification scheme; where the time is not specified, it is 10 years from the date of the certification's end, by natural expiry or surrender or revocation thereof
Records relating to the provision of services (mandatory)	10 years from the date of the certification's end, by natural expiry or surrender or revocation thereof
Records of internal activities	5 years

- retention period of tax and accounting documentation in 10 years from the approval of the Controller's financial statements, as per the related rules and regulations in force.

Specific categories of personal data (Art. 9 of the GDPR)
The Controller shall not process the data of art. 9 of the GDPR.
Personal data relating to criminal convictions and offences (Art. 10 of the GDPR)
The Controller shall process the personal data of art. 10 of the GDPR for compliance with the decrees of the Accreditation Bodies for the issue or suspension of the Organisation's certification, in the cases envisaged by the regulatory framework of reference.
Means of data processing
The processing may be performed with electronic, IT and manual tools, with logic strictly related to its purposes and in a way such as to guarantee the security and confidentiality of the data in compliance with the provisions of the GDPR, of the applicable regulatory framework on the matter and/or of any internal Regulations. The processing may consist of recording, storing, organising, processing, selecting, comparing, extracting, communicating, deleting, treating and destroying the data themselves, which will be processed for the entire duration of the relationship, and afterwards as well, to fulfil all commitments required by law.
Recipients and Extent of the disclosure and dissemination of the data
The personal data may be disclosed to: inspection and sales personnel; companies involved in the commercial and operational management of the certification activities; couriers; banks and financial intermediaries other than banks; postal administration; agents, professional firms and consultant agencies that provide assistance in terms of accounting, fiscal, dispute management and credit recovery; consultants and undertakings in charge of maintenance of the company's information system; as well as to auditing companies, Public Authorities, Bodies or Organisations to which ICIM S.p.A. is required to disclose the data as per legal or contractual provisions (i.e.: Ministries, ACCREDIA, CISQ, IECEE, KEYMARK, ISCC, etc.).
The data of the Organisation for certification or legal obligations may be disseminated through the website of ICIM S.p.A.
Rights of the data subject and internal representative for feedback on the rights
The Organisation, in its capacity as data subject, shall have the right to exercise, at any time, the rights laid down in articles 12-22 of the GDPR and 7 to 10 of (It.) Legislative Decree of 30 June 2003, no. 196, as amended and supplemented, among which: right of access, right to rectification, erasure, restriction, objection and portability of the data. The Organisation shall also have the right to lodge a complaint with a supervisory authority.
The Organisation shall have the right to withdraw its consent at any time. To do that, it may write to:
ICIM S.p.A., Piazza Don Enrico Mapelli, n.75, Sesto San Giovanni 20099, Data Controller, or by e-mail to the address *privacy@icim.it***.**
NOTE: The exercise by the Organisation of the right to withdraw consent to the processing of the data for the purposes under point 2 described in the Purposes of the processing following the certification would make it impossible for ICIM to provide the service; such a request, therefore, would entail the termination of the contractual relationship between the parties (see also chap. 10.2 Surrender).

5.3 Subjects authorised to process the Customer's data

The Organisation that signs the certification offer and/or the certification application and that identifies various representatives or officers for the performance of the related activities must be deemed to be the Controller/Processor of its data, and its contact persons (if any) shall be subjects authorised to process the personal data contained in the documents that form the subject of the certification procedure.

6.0 RIGHTS AND RESPONSIBILITIES OF ORGANISATIONS IN POSSESSION OF CERTIFICATION

6.1 General

ICIM provides its services to the Organisation that has requested its certification or inspection service.

Also, the effects of the activities or the certificate will be considered as resolved in compliance with art. 1456 of the Italian Civil Code, in cases strictly envisioned by the Regulation, as well as in case of closure, bankruptcy and/or other examination procedure in which the Organisation may find itself, meaning in case of activity suspension by ICIM.

The Organisation has the right to advertise the Certification as deemed fit, as long as it always provides correct reference to the field of application and the limits of the obtained certification.

In the information that the Organisation provides to the customer, it must refrain from erroneously giving the impression that certain services are covered by Certification when in fact they are not included in the applicable Certification Scheme. The Organisation is always required to monitor and block, as needed, the use of improper information by affiliated organisations (suppliers, dealers, customers, etc.); otherwise ICIM will hold the Organisation liable for said abuse. Also, if ICIM receives news about the Organisation's failure to fulfil legislative provisions, ICIM is free to seek information and explanations from the latter.

6.2 ICIM mark

For Certification of Conformity with Authorisation to Use the ICIM Conformity Mark, the Organisation can use the ICIM Conformity Mark on technical, sales and advertising documentation as long as the requirements set forth by ICIM are fulfilled. Specific information in terms of the use of the Conformity Mark are described in the Manual on Use of the ICIM SpA Certification Mark 0260CR and from Certification Schemes SCyxxxx.

Commitments of the Organisation

The Organisation, in possession of certification, must agree to:

- maintain all the conditions whereby certification was granted compliant with the standards, with this Regulation, with the Specific regulations, with the Certification Schemes and the applied regulatory documents;
- help ICIM personnel or its authorised representatives during verifications/inspections in all established circumstances, and, at all times, guarantee their access to their facilities during work hours, as applicable;
- implement any corrective actions following any discovered discrepancies;
- ensure that all necessary measures have been taken to ensure safety in the workplace and installations while the visits are being carried out, and send ICIM the assessment document of the risks of interference, highlighting the possible risks and the required PPE to perform the activities;
- store the records of every complaint and the implemented actions, to resolve them, making it possible for ICIM personnel to consult them during verifications/inspections;
- not use the Certification for other Production Units, other than the one mentioned in the Certificate;
- not use the granted certification if it is suspended, revoked or expired;
- promptly report any disputes with the public administration and/or situations (accidents, emergencies, other) that can affect the maintenance of the certification.

Certification does not relieve the Organisation of its obligations and contractual responsibilities towards its Customers.

Other marks

In the case of certifications of conformity under accreditation or qualification related to bodies such as ACCREDIA, KEYMARK, ISCC, etc., ICIM must ensure that the Organisation uses the related marks, combined with that of ICIM or alone, on the product and/or in the technical, commercial and advertising documentation, on the condition that the requirements of the specific regulations of the aforementioned bodies are met. In these regulations, the Organisation will find the obligations and prohibitions related to the use of these bodies' marks. Certain application examples are also described in the User Manual of the ICIM SpA Certification Label 0260CR.

6.3 Renewal of the Certification

The Certificate is normally valid for 3 (three) years from the date of issue, unless stated otherwise in the specific Certification Scheme.

The contractual relationship between ICIM and the Organisation is automatically renewed when the certificate expires, unless expressly stated otherwise in the specific Certification Scheme. Nonetheless, it is admissible for the Organisation to cancel the certification with ICIM via Certified E-mail or Registered Mail with return receipt, on the year it expires and no later than six months prior to the expiration date.

If the certification is not cancelled within the term of six months prior to the expiration date, ICIM will plan and implement the required renewal procedures in order to complete them with positive results in time to re-issue the certificate.

To provide a non-exhaustive list, this involves planning the audit, inspections or renewal exams (for the Professional Designations) in the 6 (six) months prior to the expiration date of the certificate, and nevertheless completion of the said procedures at least two months prior to the expiration date or with enough time to complete them (e.g. durability testing, etc.).

With automatic contract renewal, if the Organisation does not fulfil its obligations required for certificate renewal, ICIM will send a warning via certified e-mail or registered mail with return receipt, providing 10 days to complete the obligations. If after this period of time the Organisation still fails to collaborate, ICIM will consider certificate renewal as waived, with the termination of the contract and charging the Organisation a penalty of 70% of the total sums or commissions payable for issuing and maintaining the renewed certificate. In any case, the Organisation will be required to pay ICIM the price of the audits, tests, inspections or the exams carried out during the renewal phase, according to the prices agreed in the existing contract.

7.0 FINANCIAL TERMS AND CONDITIONS

7.1 Rates

The amounts for the services delivered by ICIM are defined through specific rates for each Certification scheme and delivered service.

The amounts remain unchanged until the intervention is finished, except in special conditions. If, over the course of the intervention, it is necessary to run additional assessments (e.g. repeating partial tests, verifications at sites that were not identified when the application was assessed), the Organisation will receive a new offer and the additional activities will only be carried out if the integration is accepted.

If changes are made to the rates, the Organisation has the right to surrender the certification, by the means indicated in chapter 10 of this Regulation.

During the prior notice phase of chapter 10 of this Regulation, for Organisations making use of the right to surrender, the rates stated in the offer, prior to the change, will be applied.

Every request for re-issuing Certification involves the payment of a specific amount, stated in the offer.

In the case of renewal, all the contractual conditions remain unchanged, with the exception of the price of certification which will be updated according to the rates in force.

7.2 Conditions of payment

The sums due to ICIM, for the proposed activities, are established in the offer and must be paid on time, according to the methods set forth in that same document.

The invoice will be issued as stated in the offer accepted by the Organisation.

Payment for activities carried out by ICIM will also be due by the Organisation in case of failure to issue the conformity documents due to lack of requirements, or in case of waiver, suspension, nullification.

In case of failed or late payment within the agreed terms, ICIM will have the right to apply, pursuant to (It.) Legislative Decree 192/2012, the conventional annual interest calculated on the considerations due for the provision of the service and not yet paid, equal to the current Prime Rates of the A.B.I. [Italian Banking Association] increased by 4% (e.g. Prime Rate = 10% per year, 4% of the Prime Rate = 4%; conventional interest applied 10%+4% = 14% per year).

The Organisation cannot retain or define the payment of any sum payable to ICIM on account of claims, disagreements or compensations which it intends to assert towards it.

The Organisation is also obliged to pay ICIM for any costs necessary for its credit recovery, including legal expenses of any nature.

In the case of non-fulfilment and/or delays in payment by the Organisation which may occur in the course of the existing contractual relationship, ICIM is authorised to issue invoices, with direct transfer as the payment method, before carrying out the following activity. Being understood that the outstanding invoices to date must be paid in full before the beginning of the following activity.

In the case of suspension of payments, agreement with creditors, bankruptcy, state of insolvency, exam procedure, closure or suspension of activities by the Organisation, ICIM will have the right to suspend all services irrevocably, immediately and with no liability, with the right to receive payment of commissions for the activities carried out.

Postponing scheduled visits entails the right to charge, as compensation, 50% of the sum due for the scheduled activity, unless the written request for postponement is sent to ICIM at least 10 working days before the notified date of the visit.

Revoking or waiving ICIM certification, for any one of the reasons set forth in the regulation, entails full payment, by the Organisation, of the basic rates for any new Application for certification and for the relative assessment.

8.0 CHANGES TO THE CERTIFICATION'S VALIDITY CONDITIONS

8.1 Changes to the certification scheme

If the conditions for issuing certification have been changed, such as:

- the EU Regulations and Directives, the Laws, the applicable reference Standards (mandatory amendments);
- the applicable ICIM Regulations, Certification Schemes, Specifications (ICIM amendments);
- the Rates (ICIM amendments).

ICIM is required to notify the Organisation, through the most suitable means to highlight the correct transmission.

With changes, the Organisation has 30 (thirty) days to notify non-acceptance to ICIM, otherwise the said changes are considered as accepted.

When the changes are accepted, the Organisation must comply within the term set forth by ICIM in the notice of the changes, or stated in the notices provided by the Competent authorities.

In the case of waiver due to changes in rates, during the prior notice phase established by this regulation, for Organisations making use of the right to waive, the rates stated in the offer, prior to the change, will be applied. If the Organisation surrenders the mandatory certification related to the EU Regulations and Directives and to the Laws because it does not accept the changes in rates, ICIM will agree with the Organisation a suitable period for the transition to another notified CB before withdrawing the certificate, maintaining the rates indicated in the offer before the changes.

ICIM reserves the right to verify the conformity of the suitability of the Organisation's system/process/product/service/professional/validated statement with the new mandatory amendments and ICIM amendments (with the exception of the Rates) through assessments of documents, repeat audits and/or type testing on new samples or requesting new drawings and/or models, supplementary exams, etc.

The expenses for any verification activities are charged to the Organisation.

8.2 Organisational changes

Certification can be maintained with organisational changes, changes to the company name or changes in ownership of the Organisation, as long as ICIM:

- is promptly informed in writing,
- has ensured that the changes are compliant with the applicable Scheme.

ICIM will:

- assess compliance of the changes with the applicable requirements;
- notify the Organisation, in writing and within 30 days of receiving the notice, of the need for any verification activities to be repeated, completely or partially, as described in the applicable specific Regulations;
- send notice of non compliance of said changes in relation to the requirements.

In this case, the expenses for the new assessments are charged to the Organisation.

If the Organisation does not accept ICIM’s decisions, it can surrender the certification.

9.0 IMPROPER USE OF THE CERTIFICATION

The use of the certification is deemed improper when it can mislead the recipients of the information (technical, sales, advertising).

In particular, the said use is considered improper when:

- the products are not manufactured according to the technical documentation required by the Directives or other applicable regulatory reference standards;
- the certification or validation has not been granted yet, or has been revoked or suspended;
- the certification or validation is used or advertised outside of its field of applicability;
- the Organisation makes changes to its system/process/product/professional/validated statement that have not been accepted by ICIM;

- the Organisation does not fulfil the requirements of ICIM regulations;
- the Organisation fails to implement a change of the conditions for issuing the certification by ICIM;
- there are other circumstances that may negatively affect the Organisation's system/process/product/service/professional/validated statement;
- the Organisation has surrendered the certification.

ICIM, once it has ascertained improper use of the certification, will take due measures to prevent recurrence to safeguard its interests and protect the market, charging any costs to the Organisation.

10.0 SUSPENSION, SURRENDER, WITHDRAWAL

10.1 Suspension

ICIM may decide to suspend the certification or the validation at its own sole discretion, following instances of non-observance of the requirements of the Certification Scheme, ICIM Regulations and Specifications, discovered through audit/inspection activities or that ICIM nonetheless learns of (the suspension does not apply to Inspections).

The following cases are mentioned by way of providing some examples but are not an exhaustive set:

- the discovery of serious non conformities in the system/process/product/service, or in the case of a Professional, in the activity that is carried out, and that are not resolved within the times agreed with ICIM;
- the impossibility of conducting audits/inspections at the required frequency;
- internal restructuring of the Organisation and sites, relative to the field of application of the certification, without notifying ICIM;
- significant changes made to the system/process/product/certified service/validated statement, that have not been accepted by ICIM;
- refusal to participate in personnel audits/inspections carried out by the Accreditation Agency, public administration and control agencies accompanying ICIM;
- proof that the system/process/product/service or, in the case of a Professional, the conducted activity, does not ensure observance of the laws and compulsory regulations applicable to the activities and the site that the certification refers to;
- the discovery of serious and justified complaints notified to ICIM;
- failed payment of any amounts due to ICIM, following receipt of the second request for payment;
- any event indicating that the initial conditions under which the certificate was issued are no longer fulfilled, as per applicable, specific Regulations;
- partial interruption of the activity by the certified professional;
- disputes with the public administration and/or situations (accidents, emergencies, other) that can affect the maintenance of the certification.

The Organisation may also ask ICIM, with a motivated request, to suspend the certification for given period, generally no longer than:

- 6 months for Management System activities;
- 12 months for Product activities;

- 3 months for the activities of “Professionals”;

and nevertheless no later than the expiration date of the certificate.

ICIM notifies the Organisation of suspension and, when required, the Agencies and Control authorities as well (identified in the applicable Scheme regulations) via Certified E-mail or Registered letter with return receipt, stating the conditions that it can be revoked under.

Following suspension, the Organisation agrees to:

- not advertise the certification;
- not use any copies or duplicate of the ICIM certificate and/or the ICIM Conformity Mark.

ICIM reserves the right to advertise the said suspension, in cases deemed relevant, through the most suitable means.

The suspension is only revoked when ICIM has ascertained compliance with the certified requirements has been duly restored.

If the suspension cannot be revoked within the expected term, or with suspensions generated by failed payment of sums due, whereby the Organisation fails to clear its debt within the peremptory terms set forth by ICIM in its notices, ICIM will revoke certification.

Costs sustained by ICIM for examinations of documents and additional Verifications/Inspections, due to suspension, are charged to the Organisation.

10.2 Surrender

During the course of validity of the certification, the Organisation may only surrender the voluntary or regulated certification in its possession (not applicable to Inspections) for the following reasons:

- discontinuance of production of the certified product at the Production unit that the certification refers to;
- variation in the legislation and the reference standards;
- non-acceptance of variations in the economic conditions of the contract;
- termination of the contractual relationship;
- non acceptance of any revisions of this Regulation and of specific Regulations.

The surrender becomes effective on the date of receipt of written notice of non-acceptance, via Certified E-mail or registered mail with return receipt.

Following the surrender, the Organisation undertakes to:

- hand the original certificate and/or badge to ICIM;
- not use any copies and duplicates;
- eliminate any reference to or symbol of ICIM certification from the headed paper, technical and advertising documents.

With voluntary or regulated product certification, ICIM will reply to the Organisation via Certified E-mail or registered letter with return receipt notifying acknowledgement of the surrender and asking the Organisation to do the following:

- cease marking the product with any reference to the ICIM certification;
- notify, within 15 days of the date of the surrender, the amount of product in stock in the facilities and warehouses marked with the reference to ICIM as the Certifying Body, with regard to mandatory or voluntary certification;

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Share capital € 260,000.00 fully paid up and resolved - Tax Code and VAT number registration in the Business Register of Milan no. 12908230159 – EAI no. 1596292

- ensure the said products are used within the deadline agreed with ICIM.

On the other hand, where ICIM is concerned, the surrender of the certification entails:

- cancellation of the Organisation's specific certification from the Register of certifications;
- the annotation, in the Register of certified products, that the Organisation's products are no longer certified from the date of the surrender;
- when applicable, notice to the Agencies and Control authorities of the Schemes (identified in the applicable specific Regulations).

10.3 Withdrawal

The withdrawal of an Organisation's certification (does not apply to Inspections) is decided by ICIM following:

- non-observance of the requirements and provisions relative to maintaining and renewing the certification, customer rights and duties and improper use of the certification;
- failed recovery following suspension;
- repeated non-observance of the commitments established with ICIM to resolve the discovered and reported discrepancies with the requirements;
- continuation of the state of default for more than one month after receipt of the legal warning sent by ICIM;
- non-acceptance by ICIM of the changes, as set forth in chapter 8 of this Regulation;
- termination of the activities for which the Organisation obtained certification;
- bankruptcy or winding-up (except for situations in which the trustee in bankruptcy requests an exception or provides ICIM with a written commitment of payment - partial or total - of the debt within the peremptory terms set by the Organisation);
- undue use of the CE mark, as defined by the EU Directives and Regulations;
- definitive interruption of the activity by the certified professional.

The decision of withdrawal of the certification is notified by ICIM via Certified E-mail or registered letter with return receipt.

Following the withdrawal, the Organisation undertakes to:

- hand the original ICIM certificate and/or badge;
- not use any copies or duplicates of the ICIM certificate and/or badge;
- eliminate any reference to or symbol of the ICIM certification from the headed paper, technical and advertising documentation.

In the case of product certification, whether voluntary or mandatory, the Organisation also undertakes to:

- cease marking its product with any reference to the ICIM certification and, for high-risk products, on specific request of ICIM, remove the product Conformity Mark from all the products in stock and/or held by resellers/dealers;
- notify, within 15 days of the date of the surrender, the amount of product in stock in the facilities and warehouses marked with the reference to ICIM as the Certifying Body;
- terminate said products within the deadline set by ICIM.

When there are products on the market that have had their CE certification revoked due to defects that can pose a danger to users, ICIM may ask the Organisation to withdraw the affected products from the market, in any case, informing the Competent authority and other notified organisms. The costs for these notices will be charged to the Organisation.

Furthermore, withdrawal of certification entails the following for ICIM:

- cancellation of the Organisation's specific certification from the Register of certifications;
- the annotation, in the Register of certified products, that the products are no longer certified from the date of withdrawal;
- notice to the Agencies and Control authorities of the Schemes (identified in the specific Regulations);
- non-acknowledgement of any Application for new certification presented by the Organisation, unless following proof that provisions have been implemented in the meantime, deemed suitable by ICIM to prevent recurrence of the non-fulfilment that led to withdrawal.

11.0 APPEALS AND COMPLAINTS

11.1 Appeals

The Organisation or any other stakeholder may appeal against ICIM's decisions, presenting the reasons for their dissent via Registered mail with return receipt or Certified E-mail within 30 days of the date of notice of the decision.

Within 15 days of receipt, ICIM shall confirm acknowledgement of the appeal in writing and examine it, expressing its assessment within 90 days of the date of receipt. The appeal shall be managed by ICIM personnel other than that involved in the decision/activity that forms the subject of said appeal.

Any costs relating to the appeal are charged to the appellant - in accordance with current rates - if the appeal is dismissed.

11.2 Complaints

Complaints can be presented by the Organisation and by any stakeholder. With written complaints, ICIM confirms receipt, in writing, within 15 days of receipt. ICIM examines the contents, keeps the Organisation or the stakeholder informed of the progress of the case, resolves it and notifies the parties in writing, as promptly as possible. The complaint shall be managed by ICIM personnel other than that involved in the decision/activity that forms the subject of said complaint.

If ICIM does not receive feedback from the Organisation or by the stakeholder with regard to the resolution of the complaint in the 5 days after it has been sent, ICIM will consider the complaint to have been closed.

12.0 DISPUTES

Every and any dispute arising between the parties, directly or indirectly, in the execution, application or interpretation of the clauses of this Regulation, which cannot be resolved amicably between the parties, will be taken exclusively to the Court of Monza.

13.0 RETENTION OF DOCUMENTS

The documents processed by ICIM are filed at the ICIM facilities or in designated areas. The said documentation, if relating to the Certification (Application, reports, etc) is normally kept for the minimum duration of 10 years (unless otherwise envisaged by law). In other cases, the term is set in the specific procedures or in the specific certification schemes.

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