

## GENERAL SUPPLY CONDITIONS

(August 4th, 2014)

### 1. Scope

These General Supply Conditions apply to the provision of the Assessment of Conformity service to the Customer (or Applicant) and cover all of the activities needed to set up a smooth process to meet the requests and requirements of both relevant Parties.

The applicant for the Certification or Inspection service is herewith explicitly notified that, in order to carry out the activities as per the Proposal, an appropriate communication channel shall be identified with the personnel in charge of the Certification & Inspection Division (D\_C&I) of Italcertifer and, by means of this interface, a process of support, documentation and information exchange for the above-mentioned activities shall be set up.

### 2. Undertaking of Italcertifer S.p.A. – Certification & Inspection Division

#### 2.1 Personnel

For the activities quoted, Italcertifer ensures the availability of appropriately qualified and trained personnel to conduct verifications as per the proposal and to supervise testing. In order to support its own resources, Italcertifer may use third-party personnel, appropriately qualified and supervised.

In principle, resources of the Verification Team (hereafter VT) include:

- a verification coordinator;
- one or more technology area managers;
- operations specialists, picked mainly from among Inspection Specialists qualified by Italcertifer, also including teaching professors and technical staff from partner universities of Italcertifer.

Names of VT members will be notified to the Customer at start of work. The Customer has one business week to communicate any reservations he might have. Silence implies acceptance of the VT structure.

#### 2.2 Management of documentation received from the Applicant

For each activity, Italcertifer always sets up and keeps up-to-date a file identified with the Work Order number to properly collect and store all of the Applicant's documentation (design, technical and/or test documents) as exchanged/produced while carrying out the required activities.

Italcertifer is also committed to keeping the Customer's documents strictly confidential and will immediately notify the Customer in case of accidental damage or loss.

#### 2.3 Impartiality and Independence

Italcertifer S.p.A.'s Certification & Inspection Division personnel are contractually bound to act fairly and impartially to avoid any conflict of interest with the Customer, in order to provide the market with



a fair and unbiased inspection and assessment service through the national inspection bodies<sup>1</sup> supervising the conformity of the assessment processes for accreditation and recognition.

## **2.4 Privacy and Confidentiality**

Italcertifer shall handle all sensitive information, obtained while carrying out the certification and inspection activities, confidentially and shall make it available only upon request from the controlling Bodies and Authorities (Ministry of Transport, ANSF, Accredia) and to judicial authorities.

When signing the employment contract, the personnel of Italcertifer S.p.A. undertake to maintain the confidentiality of all information received in any form, while carrying out their duties.

Personnel carrying out the activities as per the proposal/agreement shall not disclose any event, news or fact that they might have happened to learn, and shall not comment on any matter not related to their specific duties.

It is therefore assumed:

- that information can be gathered during tests, audits and briefings even without prior written consent of the Customer (or Manufacturers of the products under evaluation);
- that consent is given to reproduce for Italcertifer's records all documents, drawings, plans, data, etc. provided (both in electronic format and hardcopy) that might be considered necessary for the services to be provided.

Lastly, Italcertifer undertakes:

- not to disseminate, publish (or have a third party publish) workletters, technical specifications, regulations, type drawings, schemes, profiles or floorplans belonging to the Customer without prior written consent.
- not to disclose, in any form whatsoever, (either to the Customer's personnel not included in the authorized contact list or to outside entities) the results of the activities carried out (Reports, Technical Notes, etc.) without receiving prior express consent from the Customer's authorized personnel.

The obligations described in this paragraph also apply to any third-party personnel engaged by Italcertifer to carry out the services provided for by this proposal/agreement.

## **2.5 Limitation of Liability**

Italcertifer shall not be held liable for damages to persons or goods arising out of the provision of its services exceeding a total of €10,000,000.00 (ten million).

Similarly, the above-mentioned limitation of liability is also applicable to Italcertifer's personnel, agents, subcontractors and managerial staff. Any damage claim shall be presented within the time limit as per the Civil Code.

## **2.6 Mandatory insurance coverage**

Italcertifer S.p.A. shall provide mandatory insurance to its personnel which, according to this agreement, will be called to attend the working sites.

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<sup>1</sup> Ministry of Transport (MIT), Italian Agency for Rail Safety (ANSF) and ACCREDIA



### **3. Applicant's obligations**

#### **3.1 Personnel**

The Customer undertakes to identify and select appropriately qualified personnel<sup>2</sup> to interface with the Coordinator or VT Manager appointed by the Certification & Inspection Division of Italcertifer S.p.A., in order to develop and implement the services provided for by this Proposal/Agreement.

#### **3.2 Documentation**

The Applicant shall deliver the documentation to be verified according to decisions and methods formally shared and mutually accepted in advance (via e-mail or other means) by its contact staff and Italcertifer VT Coordinator.

The documentation shall also:

- be delivered as scheduled;
- be presented in due time to allow its evaluation, according to the work order schedule;
- be delivered via electronic media (or, if not possible, in hardcopy) according to the above-mentioned preliminary agreement;
- be signed by the persons authorized to their release;
- be accompanied with an attached coded document listing all the submitted documents complete with code and revision status information;

It should then be noted that:

- the list of all documents submitted after the first submission should also indicate what documents have been edited or newly produced;
- documents not initialed by the personnel authorizing their release or still in draft will not be accepted or examined;
- should Italcertifer specialists ask any official questions, the Applicant shall reply by providing relevant documentation duly signed and/or initialed by the personnel authorizing the release (the Applicant may informally submit answers via e-mail to expedite procedures);
- the language to be used in communications between the Applicant and Italcertifer is Italian;
- the official language to be used for the documents needed for the assessment process and to be sent to the responsible authorities (MIT, ANSF, RFI, etc.) is Italian;
- in order to speed up evaluation, during analysis activities, submission of documentation in a language other than Italian (English or French) is also accepted; however, the documentation shall be ultimately translated into Italian in its final version.

#### **3.3 Restrictions, conditions, limitations, Customer assistance**

Italcertifer shall have free access to all documentation and all tools needed to evaluate development, design, manufacture, installation, validation and entry into service of the intended system.

By signing the Agreement or other equivalent document, the Customer agrees:

- to accept Italcertifer's Rail Product Certification Rules and Procedures available at the website: [www.italcertifer.com](http://www.italcertifer.com);
- to provide relevant Italcertifer D\_C&I personnel with free access to the Customer's facilities and sites where products to be evaluated are developed, designed, and manufactured;
- to support Italcertifer to carry out inspections and tests;
- to promptly submit to Italcertifer the documentation required for assessment according to the

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<sup>2</sup> The phrase "*Appropriately qualified* personnel" refers to corporate qualified personnel empowered with decision-making autonomy to satisfy all management requirements for the activities covered by this proposal/agreement with Italcertifer S.p.A.



timeframe agreed by the Parties;

Any additional activities not included in the proposal and requested by the Customer during or after the evaluation activities have been completed, will be included in a new proposal and invoiced separately.

#### **4. Access to the Customer's premises – Joint safety obligations**

Italcertifer personnel shall understand and observe all the safety precautions and risk information provided when visiting premises or sites and/or when carrying out tests in the field.

In general, Italcertifer personnel do not introduce specific risks, except for those related to their presence in the workplace, such as, for example, possible distractions from specific tasks when asked questions.

The Customer shall accompany Italcertifer personnel both into premises to be visited and to test sites. Italcertifer personnel shall comply with standards of conduct and safety regulations in effect at the Customer's premises, in accordance with the occupational health and safety regulations provided for by Legislative Decree 81/08 and subsequent amendments and additions.

Italcertifer personnel shall fulfill the obligations as provided for by article 20 of the above-mentioned Decree, as well as the provisions set forth by the head of the prevention and protection service.

The obligations provided for by article no. 26 of Legislative Decree 81/08 and the availability of Personal Protective Equipment (PPE), in relation to specific risks in the host facilities, are to be fulfilled by the manager in charge of the host facility (art.2 D.L.363/98).

As per above, Italcertifer shall not be held liable for any harmful event that might affect its personnel while operating in facilities and test sites.