

GENERAL SUPPLY CONDITIONS
INSPECTION SERVICE FOR DESIGN VERIFICATION

(July 24th, 2014)

1. Scope

These General Supply Conditions apply to the provision of the Inspection service for Design Verification 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 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 entrusted by 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. ITCF shall also receive the contact list of personnel allowed to handle communications.

2. Undertaking of Italcertifer S.p.A. – D_C&I Division – Project Verification

➤ Personnel

For the activities quoted, Italcertifer ensures the availability of appropriately qualified and trained personnel to conduct the verifications as per the quotation and to supervise the testing activities. Italcertifer may use third-party personnel, appropriately qualified and supervised for the services to be carried out.

In principle, resources of the Inspection Team (hereafter IT) of Project Verification include:

- an Inspection Team Coordinator (ITC) ;
- one or more Inspection Specialists (ISP);
- one or more Technical Specialists (TS), picked mainly from among Inspection Specialists (internal or external) qualified by Italcertifer, also including teaching professors and technical staff from partner universities of Italcertifer.

Names of IT members will be notified to the Customer at start of work. The Customer has one business week to communicate any reservations he might have, after which silence implies acceptance of the IT structure.

➤ Management of documentation received from the Customer

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

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 Customer's personnel authorizing their release or still in draft will not be accepted or examined;
- should Italcertifer specialists ask any official questions, answers should be informally submitted via e-mail; however, a headed paper copy duly signed and/or initialed by the authorized personnel should be also provided;
- unless otherwise agreed:
 - o the language to be used in communications between the Applicant and Italcertifer is Italian



- the official language to be used for documents needed for assessment is Italian;

➤ **Impartiality and Independence**

Italcertifer S.p.A.'s Certification & Inspection Division personnel is contractually bound to act fairly and impartially and 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 bodies¹ supervising the conformity of the inspection processes for accreditation and recognition.

➤ **Privacy and Confidentiality**

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 quotation/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 while performing the assessment activities, tests, audits and meetings, even without the Customer's prior written consent
- that consent is given to reproduce for Italcertifer's records all documents, drawings, plans, data, etc. provided by the Customer (both in electronic format and- if possible - hardcopy or other form) that might be considered necessary for the services to be provided.

and Italcertifer agrees:

- 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 quotation/agreement.

➤ **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), unless such damages have been caused intentionally or for gross negligence.

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.

➤ **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.

3. Project Verification Applicant's obligations

➤ **Personnel**

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



The Customer undertakes to identify and select appropriately qualified personnel² to interface with the Sector Coordinator (SC) (or IT Coordinator, ITC) appointed by the Certification & Inspection Division of Italcertifer S.p.A., in order to develop and implement the services provided for by this Quotation/Agreement.

➤ **Management of work order documentation**

The Customer shall deliver the documentation according to decisions formally shared and mutually accepted in advance via e-mail by the Customer's contact staff and Sector Coordinator (SC) (or IT Coordinator, ITC) appointed by Italcertifer and shall comply with:

- the timetable agreed: as the documentation subject to verification should be produced in due time according to a timeline chart defined by the Customer;
- delivery methods: via electronic media (or, if not possible, in hardcopy) according to the above-mentioned preliminary agreement;
- an attached coded document listing:
 - all the submitted documents complete with code and revision status information;
 - the names of the contact personnel selected and authorized to release the documentation;
- the signatures by the persons authorized to release the documents.

➤ **Restrictions, conditions, limitations, Customer assistance**

Italcertifer shall have free access to all documentation relevant to the Agreement.

In addition to what has been mentioned above:

- The Customer agrees to accept Italcertifer's Project Verification Inspection Rules and Procedures, which is available at the website: www.italcertifer.it;
- the Customer shall support Italcertifer to organize any planned or unplanned meetings;
- the Customer agrees to timely transmit to Italcertifer the documentation subject to Inspection as per the quotation/agreement according to the timeframe agreed by the Parties;
- should any additional inspection service be considered necessary after the Final Report has been sent, which will cause the inspection process to be started again after a preliminary activity, it will be evaluated jointly both in content and scope;
- Any other additional services before or after the Agreement's completion will be quoted, reported, and invoiced separately.

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

Italcertifer personnel shall understand and observe all safety precautions and risk information provided when visiting the Customer's 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 or sites, such as, for example, possible distractions from specific tasks when asked questions.

The Customer shall accompany Italcertifer personnel in the host facility.

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.

² 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.



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