ITALCERTIFER
GRUPPO FERROVIE DELLO STATO ITALIANE

Laboratory Division

GENERAL SUPPLY CONDITIONS

(March 17th, 2020)

1. Scope

These General Conditions apply to the provision to the Customer (or Applicant) of the Test service to be performed mainly but not exclusively on rolling stock, signalling equipment, railway infrastructure and components.

The general conditions of supply concern all the activities necessary to implement an effective process that can satisfy requests and requirements of both parties involved.

The applicant for the Testing Service is herewith explicitly notified that, in order to carry out the activities as per the Proposal, an appropriate communication channel[1] shall be identified with the personnel in charge of Italcertifer Laboratories Division (D_LAB) and, by means of this interface, a process of documentation and information exchange for the above-mentioned activities shall be set up.

2. Undertaking of Italcertifer S.p.A. – Laboratory Division

2.1 Personnel

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

The resources identified for Testing Team (hereafter TT) shall include:

- a Testing Manager (TM);
- a Testing Team Leader (TTL);
- up to three specialized operators selected from Italcertifer qualified personnel.

The TM's name will also be informally notified to the Customer at beginning of the work. The Customer has one working week to communicate to Italcertifer any reservations he might have. Any silence-consent certifies the acceptance of the TM.

2.2 Management of documentation received from the Applicant

For each activity, Italcertifer sets up and keeps up to date a file identified with the Work Order number to properly collect and store all 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.

For the archiving and keeping of the documentation, a retention period has been identified based on the possible risks that could arise in the event of loss of the information / data contained in this content.

[1] "Appropriate personnel" means competent personnel who have sufficient autonomy for decisions to be able to manage the the service indicated in the offer / contract with Italcertifer S.p.A.

If there are no specific regulatory or contractual obligations, the minimum duration of record keeping is indicated in the table below:

Type of document	Minimum retention period for technical the documentation
Test reports	unlimited
Work notebooks	48 months
Worksheets	48 months
Sampling reports	N.A.
Internal calibration reports	The last two reports - 48 months
External calibration certificates	The last two reports - 48 months
Certificates of reference materials	The last two reports - 48 months
Check the calibration status	48 months
Contracts relating to laboratory activities and their reviews	Shelf life and 12 months after the expiry - last 48 months
Environmental records, where required by the test method	48 months
Non-compliance reports	48 months
Instrumental recordings	48 months
Records relating to the validation of methods and software developed internally in the laboratories	At least until the new validation –48 months
Internal audit reports	48 months
Management reviews	48 months

2.3 Impartiality and Independence

All personnel of Italcertifer S.p.A.'s Laboratory is subject to contractual clauses, of impartiality and absence of conflict of interest with the client, in order to provide a service as much as possible adherent to the commitment of third parties and absence of prejudice in the test activity, in compliance of the commitment made to the market through the National Control Bodies[2] as they supervise on the compliance of the test processes subject to any Accreditation and recognition.

These contractual clauses will also be applied to Third party personnel possibly involved by Italcertifer for the provision of services covered by these General Supply Conditions.

[2] Ministry of Transport (MIT), National Safety Agency for Railways and Road and Motorway Infrastructures (ANSFISA), and ACCREDIA.

2.4 Privacy and Confidentiality

Italcertifer Laboratories are responsible, through legally binding commitments, for the management of all information obtained or generated during the performance of laboratory activities.

All information of a confidential nature, obtained during the test activities, including the results of the tests themselves, are treated by Italcertifer in a confidential manner at all levels. The only assumptions that authorize Italcertifer to communicate such information are the fulfilment of specific legal obligations or specific contractual provisions.

In the above mentioned cases, however, the customer or the individuals concerned will be informed about the content and methods of transmission of the information provided, unless such communication is expressly prohibited by regulatory provisions.

Italcertifer Laboratories also guarantee that information relating to the customer obtained from sources other than the customer himself (e.g. complaints, legislative authorities) will be kept confidential. The laboratory, moreover, undertakes to keep the identity of the person who provided such information confidential, unless agreements are made with the source itself.

In the event that, by legal or regulatory provision or in implementation of a measure of competent authorities, it is necessary to communicate the information obtained from the customer - with the exception of information that the customer makes publicly available, or when agreed between the laboratory and the customer - Italcertifer Laboratories will formulate a prior communication to the customer about the content of the information it intends to make publicly available. All other information is considered proprietary information of the customer and must be considered confidential.

In particular, all Italcertifer staff of at the time of signing the employment contract, undertakes the commitment to keep all information, received in any form, confidential and confidential during the performance of one's duties.

The staff responsible for carrying out the services covered by these Conditions general of supply, has the obligation not to disclose any event, news or fact of which it has come to knowledge during the execution of the activities, nor to comment on what possibly outside of situations closely related to their specific duties.

Therefore, it is assumed that:

- Information can be acquired during tests, audits and meetings even without a previous written consent from the Customer (or from the Manufacturers of the products related to the test);
- consent to the reproduction for the internal Italcertifer archive of all documents, drawings, plans, data, etc. provided (both electronically and optionally on paper), which are deemed necessary for the performance of services relating to the service being provided.

Furthermore, Italcertifer undertakes to:

- not disseminate, publish (or have a third party publish) technical specifications, regulations, type drawings, schemes, profiles or floorplans belonging to the Customer without prior written consent.
- not 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.
The abovementioned staff is therefore obliged to keep confidential all information obtained or generated during the performance of the laboratory's activities, unless otherwise provided for by specific legal provisions.

2.5 Limitation of Liability

Italcertifer's liability for any damage to people or things attributable to the test services provided will be limited to a total of € 10,000,000.00 (ten million).

The aforementioned liability limits are applicable in a similar way to Italcertifer's staff, to its own agents, its sub-contractors and management staff. Any claim for compensation shall be advanced within the legal time limits established by Italian Civil Code.

2.6 Mandatory insurance coverage

Italcertifer S.p.A. will provide Third-Party and Professional Liability insurance for its personnel who will be employed in the execution of the services rendered in accordance with these General Conditions of Supply at the sites of execution.

3. Applicant's obligations

3.1 Personnel

The Applicant undertakes to identify and define, as specified in the previous art. 1, the personnel authorized to interface with the RTP, appointed by the Laboratories Structure of Italcertifer S.p.A., for the development and performance of the activities relating to the Offer / Contract.

In the event that staff of the Client must attend the test, the RTP in charge has the responsibility to communicate the behavioral rules to be followed during the test, monitor and giving assistance to all participants, who must necessarily follow the instructions provided by the RTP.

The RTP will place the guests in a special "CUSTOMER AREA" or in an area deemed suitable by it, in which the interested parties must remain throughout the test.

3.2 Documentation

The Applicant must deliver the documentation necessary for the performance of tests in accordance with contract and procedures mutually shared in a formal way (e-mail) between its Interface and the Italcertifer TM.

The documentation must also:

- Respect the defined delivery times;
- Be produced in time for its evaluation, in accordance with the order plan;
- Be delivered in electronic form (or, where not otherwise possible, in hardcopy) according to a schedule included in the abovementioned agreement;
- Provide for the signatures on the documents of the persons authorized for the issuance;
- Provide an attached, codified and summary document of the list of transmitted documents complete with code and revision status.

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 signed by personnel authorized or in draft cannot be accepted and examined;

- In case of official questions posed by Italcertifer specialist, the applicant is required to provide adequate response documents signed and/or initialled by the authorized personnel for the issue (the reply can be anticipated by email);
- The language used in communications between the Applicant and Italcertifer is Italian;
- The official language in which the documents necessary for the test activities are to be produced and for sending to national authorities (MIT, ANSF, RFI, etc.) it is Italian;
- During the analysis, it can also be delivered to speed up the test activities documentation in a language other than Italian (English or French) which, however, in its version final, must be translated into Italian.

3.3 Conditions for Access to and Presence in Test Sites

In order to properly perform testing activities and guarantee the necessary health and security, the Customer and their personnel should agree to:

- Review and sign the documentation concerning the occupational health and safety aspects prepared for the activities provided for in this document pursuant to Legislative Decree 81/2008 and as amended if applied, the general rules of conduct to be observed at the plants and test sites where the activities provided for in this document will be carried out;
- Wear the PPE identified as necessary for the presence in the various work areas of the plants and test sites where the activities provided for in this document will be carried out document;
- Allow full access to the sample present in the samples available at all times plants in which the activities provided for in this document will be carried out for any manoeuvres and interventions.
- Provide in advance to the TM the list of names and contacts of the staff expected during the test activities or related to it in the plants and test sites where they will be carried out the activities provided for in this document.
- Follow the directives of the RTP.

3.4 Restrictions, conditions, limitations, Customer assistance

Italcertifer shall have free access to all documentation and samples pertaining to the test activities useful for development, design, construction, installation, validation and commissioning service relating to the system/sample in question.
By signing the contract or other legally valid document, the Customer undertakes to:

- Provide Italcertifer LAB personnel with free access to the sample also at its facilities to the places where the construction or maintenance of the products subject to the test takes place in relation to the activities to be carried out;
- Support Italcertifer in carrying out the tests and tests envisaged;
- Promptly transmit to Italcertifer the documentation pertaining to the test activities according to the times agreed between the Parties;
- The sample to be tested must be made available to the laboratories under conditions suitable for them both from a technical point of view and from the point of view of hygiene and safety at work (for example, a railway vehicle on which activities must be carried out must: be sanitized prior to the activities, have at least one accessible bathroom, be air conditioned, ...).

Any change due to the update of applicable norms or standards and any additional activities not included in the offer and requested by the Customer during or after the conclusion of the test activity, will be the subject to a new offer and invoiced separately.

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

Italcertifer staff undertakes to acknowledge and respect all information relating to safety and specific and generic risks that will be provided to them at the entrance to the sites or plants being visited and/or during field tests.

The host structure is obliged to accompany Italcertifer staff within the sites of test. Italcertifer staff will comply with the disciplinary and safety regulations in force in the venues for carrying out the activities relating to this assignment provided by the Customer, in compliance with the health and safety legislation pursuant to Italian Legislative Decree 81/08 and subsequent amendments and additions.

Italcertifer staff will also comply with the obligations pursuant to art. 20 of the aforementioned Decree, as well as the provisions contained within its Risk Assessment Document and in its annexes, provided by the company prevention and protection service manager.

The obligations under article 26 of Legislative Decree 81/08 and the supply of personal protective equipment (PPE), in relation to the specific risks present in the host structures, they are attributable to the top person of the host structure (art.2 D.L.363 / 98).

For the foregoing, Italcertifer is relieved of all responsibility for any harmful event that may occur happen to their staff, during their stay at the plants and at the test sites of the Customer.

5. Complaints

In the event that the Customer / Applicant deems necessary to make any complaint regarding the activities carried out by Italcertifer or the staff in charge of the test, he can formulate his disputes in writing and send them formally to the address complaints@italcertifer.it

Only complaints received in an official manner, in fact, will be taken in charge and treated according to a specific internal procedure.

The complaints handling procedure is made available to all interested parties after a formal request has been sent by e-mail to qualita.laboratori@italcertifer.it.

6. Information related to the meaning of ACCREDIA recognition

The accreditation recognition indicates that the Italcertifer Laboratories operate, as an Independent Third Party, in compliance with the provisions dictated by the UNI CEI EN ISO / IEC 17025 standard and other ACCREDIA prescriptive documents, relating to the tests for which the Laboratories have requested voluntarily and obtained accreditation.

Accreditation is formalized by means of a special agreement (which can be viewed by the customer at the main headquarters of the Italcertifer Laboratories) between ACCREDIA DL and the Laboratory, with the issue of the relative Accreditation Certificate and corresponding Annex containing the list of tests accredited, published on the ACCREDIA DL website.

For these tests Italcertifer as a third party ensures:

- the use of qualified and competent personnel;
- the use of efficient and calibrated instrumentation;
- an adequate structure where the tests are performed;
- the maintenance of environmental conditions that do not invalidate the test;
- the estimate of the uncertainty of the result, where applicable.

For maintaining the Accreditation, these skills are periodically verified by Accredia trough sample

checks related to tests subject and Quality Management System.

Through a systematic verification process ACCREDIA, the National Accreditation Body, guarantees that the Laboratories are able to perform the tests subject in accordance with the relevant standards or test methods, but is not responsible for the results of the tests themselves.

It should be noted that with the Accreditation there is no exemption from the responsibilities deriving from the contracts stipulated between the Laboratories and its Customers and, although the same constitutes an external index of technical and managerial competence of the Test Laboratories, it does not constitute a guarantee on the individual services of the Laboratories.

The mark of ACCREDIA will be reported on the Test Reports only if they contain at least one accredited test and the non-accredited tests will be marked with an asterisk (*) which will recall the phrase "TEST NOT ACCREDITED BY ACCREDIA".

Furthermore, the mark of ACCREDIA or any reference to accreditation will not be used by Italcertifer Laboratories in such a way as to create the impression that ACCREDIA accepts responsibility for the test result, or for any opinion or interpretation that may derive from it, or that ACCREDIA give approval to a test sample or product.

Finally, Italcertifer Laboratories, in accordance with the Accredia RG-09 document, inform the customer that:

- The mark of ACCREDIA and any reference to accreditation must not be affixed to a test sample or a product (or part of it) or used to imply product certification;

- The mark of ACCREDIA or the reference to accreditation must not be used by customers of accredited laboratories, nor can they be used in the documentation relating to a product or be reported on a product. A copy of the test report may be attached.

Italcertifer Laboratories will supervise on the correct application of the above-mentioned rules.

7. Declarations of Conformity and Decision Rules

When Italcertifer Laboratories are called to provide a declaration of conformity of the test results obtained with respect to a tolerance limit (TL), the decision rule used is established in advance at the beginning of the tests, documented, communicated to the customer and accepted by the latter. last.

Italcertifer Laboratories use the following practice:

- if the decision rule is defined in the reference standard of the test method or by other reference documents such as regulations or documents referred to by Legislative Decrees, the Laboratory uses this rule.

In the absence of a decision rule defined in the reference documents, the ITCF Laboratories:

- use the decision rule defined by the customer, if any;

- in other cases the ITCF Laboratories use the decision rule "ILAC G8: 2209", reported in the ILAC G8: 09/2019 Guideline, directly taking into account the measurement uncertainty and defining an acceptability limit (AL) relating to a attention interval "w" equal to the extended uncertainty "U" (calculated with a confidence level of 95%), that is, by accepting a PFA (Probability of false Accept) equal to 2.5%.