

PRODUCT CERTIFICATION REGULATION

INTRODUCTION AND PURPOSE

ITALCERTIFER S.p.A. is recognized as a Notified and Designated Body in relation to the interoperability of the railway system of the European Union in accordance with the provisions of art. 30 and 15 paragraph 8 of the Italian Legislative Decree no. 57 of 14 May 2019 and is therefore authorized to carry out conformity assessment activities, including calibrations, tests, certifications and inspections provided for by Directive 2016/797/EU.

By virtue of this recognition ITALCERTIFER is registered as a **Notified Body** under the **number 1960** of the European Register (NANDO) established by the European Commission.

In addition to this recognition, Italcertifer also operates on a voluntary basis as a product certification body in accordance with the requirements of the UNI CEI EN ISO/IEC 17065 standard, for which it is accredited by the National accreditation body under number 107B.

PART 1: TECHNICAL CONDITIONS FOR CERTIFICATION SERVICES

1.1 GENERAL CONDITIONS

These technical conditions refer to the rules regulating product certification for granting and maintaining the certificate. Upon request, Italcertifer agrees to provide additional information concerning the certification procedure.

Rules allow access to the certification services by any subject (Company or Agent) contractually committed to meet all rules set forth in this Document. This Document shall be applied impartially and freely to any of the Parties who have applied for or obtained access to Italcertifer Certification Services and therefore agree to make available definition and modification documents for the Product and Applicant Organization, to cooperate throughout all of the certification procedure by granting access to all needed areas, information and personnel, and to designate their own Representative responsible for Italcertifer personnel in charge of assessment/verification.

1.1.1 Regulatory References

This Document and all activities performed by Italcertifer are based on the following standards:

- UNI CEI EN ISO/IEC 17065 – Conformity Assessment – Requirements for Certification Bodies of products, processes and services;
- Directive (EU) 2016/797 of the European Parliament and of the Council of 11 May 2016 on the interoperability of the rail system within the European Union
- Legislative Decree 57 of 14 May, 2019;
- Regulation (EC) no 765/2008 of the European Parliament and of the Council of 9 July 2008;
- COMMISSION DECISION of 9 November 2010 on modules for the procedures for assessment of conformity, suitability for use and EC verification;
- RG-01/RG-01-01/RG-01-03/RG-01-04/RG-09: Regulations for the Accreditation of Certification Bodies and for the use of Accredia's logo

1.1.2 Applicability

These technical conditions apply to certification, conformity or suitability assessment for the use of interoperability components for rail applications as well as to CE verification of subsystems in accordance with Directive (EU) 2016/797. They also apply to certification of all products used in rail transport applications.

Certification services are delivered by Italcertifer personnel both internal or under contract according to the requirements set forth by Directive (EU) 2016/797 and UNI CEI EN ISO/IEC 17065 Standard. Italcertifer is responsible for granting, maintaining, withholding and withdrawing certification.

1.2 CERTIFICATION PROCEDURE

1.2.1 Certification Application

Upon receipt of an application for certification from an organization, Italcertifer shall collect all relevant information and carry out the related review in order to:

the information about the client and the product is sufficient for the conduct of the certification process;

- b) any known difference in understanding between the certification body and the client is resolved, including agreement regarding standards or other normative documents;
- c) the scope of certification (see 3.10) sought is defined;
- d) the means are available to perform all evaluation activities;
- e) the certification body has the competence and capability to perform the certification activity.

Once the application for certification has been accepted and the necessary information has been gathered, Italcertifer formulates a technical-economic offer which it sends to the customer where, in addition to indicating the process and the expected commitment, the applicability of the conditions contained in these regulations is recalled. The technical-economic offer is one of the legally binding agreements between Italcertifer and the customer if it is accepted by issuing a purchase order or entering into a contract.

Prior to signing the agreement Italcertifer, in order to process the application, may request the completion of some specific forms (e.g. application, information questionnaires, etc.) or request technical and system documentation relating to the subject of the certification.

1.2.2 Assessment Planning

On the basis of what was established during the offer and contractually, Italcertifer will draw up a planning of the evaluation activities which includes the identification of the resources assigned to the evaluation.

Usually a project manager is identified with the task of coordinating one or more specialist assessor for the disciplines concerned.

The assessors may be employees of Italcertifer or collaborators working under specific collaboration contracts. In both cases the competence and experience requirements are the same and their compliance is guaranteed by the internal quality management system.

Personnel internal and external to the company, appointed to carry out the assessments required for certification, are also included in special lists subject to the control of the Accreditation Body (Accredia) and the Notification Authority.

Assessment personnel are required to comply with the requirements of independence and impartiality provided for by the accreditation rules and internal procedures of Italcertifer. Where the client deems justified and documented causes hindering the impartiality of one or more assessors of Italcertifer, he may request their replacement by submitting a formal request in writing.

1.2.3 Documentation Verification

The certification procedure starts with the documentation verification stage. This verification is made of the documentation provided by the Customer.

The result of this examination shall be documented in an assessment or inspection report stating any findings and whether or not the documentation is acceptable. In the event of a negative result, the client shall be notified of the need to comply with the requirements.

After having resolved the deficiencies and sent the new documentation, the process continues with a new evaluation of the updated document set. The process described above continues until the project documentation is fully compliant.

Upon approval of the documentation, the assessment procedure will move to the next stage.

1.2.4 On site Activity Verification

The stages of the assessment procedure, which require in-field action at the designated test lab and/or the manufacture/installation of components/subsystems, are always performed based on a Test and/or Assessment Plan usually containing the following information:

- test and/or verification objectives and duration;

- interoperability components/subsystems to verified or checked;
- identification of reference documentation;
- Italcertifer resources involved in the verification (labs, technical experts, quality system assessors);
- Customer’s resources involved in the verification;
- expected date and duration of test or verification;
- program of meetings with the Management of the Organization applying for the certification.

With regard to the verification activity and subject to the availability of the applicant for certification, Italcertifer communicates sufficiently in advance, the date of the verification and subsequently transmits the above-mentioned Assessment Plan to the same applicant.

By virtue of the obligations provided for the maintenance of its accreditations, Italcertifer is required to communicate to the National Accreditation Body and the Notification Authority the list of its activities.

The Accreditation Body and the Notification Authority reserve the right to attend one or more of the activities included in this list.

Both Italcertifer and its client shall guarantee the personnel appointed by the Accreditation Body and the Notification Authority free access to the sites involved in the certification processes of the requested products.

A planned verification normally includes:

- A preliminary meeting with all applicant’s stakeholders for introducing the members of the verification team, outlining verification duration and objectives, and illustrating methods and procedures for the verification;
- The actual execution of the verification to assess the conformity of all aspects to be assessed versus the reference documentation. The verification can include interviews, document review, observation of the activities at the sites involved (place of manufacture/installation of component/subsystems, lab tests, etc.), direct tests and checks on the product to be assessed;
- A wrap-up meeting with all applicant’s stakeholders to illustrate the outcome of the verification and outline process extension in case of issues;
- An assessment report based on the results of all the conformity checks required for the certification, including any Test Reports issued after the planned test activities.

The Assessment Report shows a description of the issues and recommended actions in a clear and concise manner, supported by objective evidence and based on specific requirements envisaged by the reference standard/interoperability technical specification.

The Organization receives the assessment report showing the outcome and the timeframe for implementing the corrective actions, if any; the report reflects the info already provided during the assessment closing meeting.

1.2.5 Issues/Observations/Comments

Any requirement anomalies are classified as Non-Compliant, Observations o Comments based on the importance of the issues detected.

In detail, the classification is as follows:

a. Non-Conformity:

- failure to satisfy a requirement that generates doubts on the capability of a product, component/subsystem to meet the applicable Standards and/or Technical Specifications for Interoperability and on the capability of a system to provide components/subsystems compliant with the specified requirements;
- Absence of and/or failure to implement one or more requirements set forth by the applicable reference standard/technical specification for interoperability;
- Failure to abide by criteria required by law and by specific regulations concerning the products and/or services to be certified.

This issue can also be referred to as “Critical Anomaly” in the Verification Reports for granting certifications or mail communications to the Customer

b. Observations (OSS):

- failure to comply with a secondary or minor requirement that does not jeopardize the component/subsystem's compliance with the applicable standards and technical specifications for interoperability.

This issue can also be referred to as "Non-Critical Anomaly" in the Verification Reports for granting certifications or mail communications to the Customer

c. Comments (COMM):

- This issue does not jeopardize compliance with the applicable requirements, but its solution would avoid the risk of future non-compliance issues. Comments can also be considered as suggestions for improvement of the Organization.

1.2.6 Corrective Actions

It is the responsibility of the Organization to inform Italcertifer about corrective actions they intend to implement within the stipulated timeframe; Italcertifer will then verify their actual implementation and effectiveness.

In case of critical anomalies, the certification judgment provided by the verification team is subject to the actual implementation of those corrective actions, which will be verified during an additional visit.

If corrective actions are not implemented within the stipulated timeframe, the certification procedure may be terminated, and the Organization will have to undergo a full verification cycle from scratch.

1.2.7 Issue of the certificate

At the end of the assessment process, Italcertifer appoints a special Certification Committee, external to its organization, with the task of reviewing all the results of the process in order to decide whether or not to issue certification. Following a positive decision by the Committee, the certificate is issued to the customer; otherwise, Italcertifer notifies the Company of the decisions taken and the actions to be taken.

The certificate remains valid, unless subsequent surveillance visits reveal that no compliance improvements have been made.

Certificate is owned by Italcertifer and the Customer is committed to give back the original in case of changes /suspension and withdrawal of the same.

The right of the Client Organization to use the certificate is bound to fulfillment of the requirements specified for the certified product and the applicable terms of use of the certificate.

1.2.8 Registration of a Certified Product and Notification of Certification Outcome

In accordance with the applicable European directives and regulations, Italcertifer is required to upload the information relating to the certificates issued in special registers set by the European Commission, as well as in its own computerized Register of Certified Products.

1.3 USE OF THE CERTIFICATE

The Certificate is granted to the customer by Italcertifer in compliance with the conditions contained in these regulations, which, in the event of changes, reductions and revocations, the customer undertakes to return it.

The Certificate is issued in Italian, and, on the national territory, any Certificates in a different language may be issued upon specific request of the Client during the contractual phase. In case of Certificates (or Attestations of Conformity) issued outside the Italian territory these will be written in English.

The Client Organization may reference the certification obtained in its publications, mail, etc. However, the Organization should see to it that any reference to such a certificate clearly states that the certification only concerns the product included in the Certified Product Register. The Organization also agrees to take any necessary action to prevent any documents, certificates and/or reports from Italcertifer being used in a deceptive manner.

Italcertifer will then take appropriate actions at the expense of the Customer, to deal with misuse or misleading references to certification and/or use of the certificate. The Company must immediately cease to making reference to the certificate after: a. any maturity; b. suspension; c. the cancellation of the certificate; d. if case changes have been made to the product without being accepted by Italcertifer; e. if Italcertifer modified the rules of the

certification scheme and the Company Client does not intend to comply; f. in case of any other circumstances that may adversely affect the product certificate.

Italcertifer checks for the proper use of the certificate during periodic survey visits; in case of unfair use, Italcertifer is entitled to take any appropriate actions including but not limited to requests for corrective action, temporary/permanent disqualification of the certification, public release of the breach, legal action.

Checks on the use of the certificate also include the correct use of the Italcertifer logo and the accreditation body (where present).

1.4 SURVEILLANCE

Italcertifer certification scheme envisages the implementation of a surveillance audit program to verify that the certification applicant and the components/subsystems already certified still meet certification requirements.

1.4.1 Periodic surveillance audits

Periodic surveillance audits can be extended to cover all elements of the reference Technical Specification for Interoperability/Quality System Standard to ascertain the correct maintenance of the certification obtained; in particular, verification concerns in all of the areas/aspects for which issues were detected.

Moreover, during surveillance audits, at the minimum the following is verified:

- The field of application of the certification obtained as per specific Guidelines for use of Italcertifer Trademark and graphic manual;
- The use of certification in accordance with these Guidelines;
- The use of the CE Marking, if applicable, in compliance with the requirements transposed by the relevant Italian legislative decrees;
- The existence of records for claims received and consequent corrective actions taken by the Organization.

Periodic surveillance audits can also provide for specific lab tests to be executed on the certified products, components and subsystems to verify that they still meet the requirements set forth in the reference Standard/Technical Specification for Interoperability and are compliant with the relevant technical and design documentation. Periodic surveillance audits can be performed in the presence of Auditors from Accredia, the Ministero dei Trasporti (Ministry of Transport) and the Agenzia Nazionale per la Sicurezza delle Ferrovie (Italian Agency for Rail Safety).

As to handling and solving the issues detected, the following criteria apply:

- In the presence of a “Non-Compliant” result due to failure to abide by criteria required by law and by specific regulations for products and/or services to be certified, the Committee elects to temporarily disqualify the certification;
- If Corrective Action proposed for the correction of an Observation still has not been implemented or has only been partially implemented and thus is ineffective, the Issue escalates and is reclassified as a Non-Compliant. The time allowed to the Organization for implementing the corrective action will be measured against the complexity of the solution.
- Upon receiving notification that the Corrective Action has been completed, Italcertifer shall conduct a final visit, the outcome of which is communicated to the Certification Committee.

In the case of Corrective Actions that are implemented but ineffective, the auditor may reiterate the Issue as an Observation, explaining in writing the objective reasons why reclassification as a Critical Non-Compliant is not necessary.

Verification results are analyzed to check for the capability of components/subsystems to maintain the certification. The certification applicant is notified of verification decisions in writing.

1.4.2 Surveillance Audit for Renewal

Upon expiry of the period of validity of the certificate, established by the Standards or TSIs, Italcertifer, following an application for renewal of the certificate, carries out a renewal inspection to confirm that the product continues to comply with the requirements of the applicable Standard(s) or TSI.

1.4.3 Unplanned surveillance audits

Unplanned surveillance audits can be made in the following cases:

- a) Failure to meet or unauthorized changes to the conditions that made granting the certification possible.
- b) Claims received by Italcertifer concerning the certified products, components/subsystems.
- c) Upon receipt of communications from an organization such as:
 - Changes that substantially impact product design or specifications;
 - Changes to reference product conformity standards;
 - Changes to an organization's ownership or top management;
 - Any other information indicating that the product is no longer compliant with requirements of the certification system.

In this case, Italcertifer considers the opportunity to make an extra assessment using the same methods described in the previous sections with the aim of verifying whether the certification granted for the products or components/subsystems can be confirmed or temporarily/permanently disqualified. To this purpose, Italcertifer requires that certified organizations to provide all of the above information, if applicable.

- d) In some cases a certified Organization applies for a change to the object of the certificate or for an extension of its application field. In this case, Italcertifer makes an extra assessment, after selecting the most appropriate method for the case, to determine whether the requested change can be accepted or not.

1.5. TERMINATION OF CERTIFICATION BY THE ORGANIZATION

The organization may terminate the certification obtained from Italcertifer at any time due to reasons such as:

- expiration of the contract between Parties;
- failure to accept changes to the validity terms of the certification communicated by Italcertifer;
- bankruptcy or winding up;
- discontinued manufacturing of certified products;

Italcertifer notifies the Organization of the acceptance of the certification waiver together with all actions that the Organization should take by registered mail.

Acceptance of the waiver request is communicated to the Company in writing, by registered letter or Certified E-Mail, together with the communication of all actions to be taken by the Company. The renunciation of the certification becomes effective after the communication to the Company with the cancellation of the certificate from the appropriate registers mentioned in paragraph 1.2.8 above.

1.6 SUSPENSION OF CERTIFICATION

Suspension is a measure that Italcertifer adopts when an Organization has explicitly applied for it or, after surveying the certified products, has been recognized as critically non-compliant with contractual requirements.

Causes for temporary disqualification may include:

- Failure to comply with mandatory requirements by law and regulations of products under certification;
- Issues detected on components/subsystems/quality systems during surveys, unless disqualification is deemed necessary;
- unsatisfactory remedies to improper use of the certificate, according to Italcertifer;
- non-compliance to requirements of "Product Certification Rules and Procedures" and of the documents it refers to, unless disqualification is deemed necessary;
- failure to take corrective actions requested within the agreed-upon timeframe to adapt the product/system to changes made to the rules of the Certification Scheme

In case of a temporary disqualification of the certification, Italcertifer empowers one or more competent persons to notify the Organization of the certification disqualification.

The organization is notified of the disqualification by registered mail or certified e-mail, and actions needed to restore conformity to the certification scheme should also be indicated.

Temporary disqualification precludes the Organization from using the certificate until the causes for adopting this measure are rectified; temporary disqualification will be made public by Italcertifer on its web site.

1.7 PERMANENT CANCELLATION AND WITHDRAWAL OF CERTIFICATION

Permanent cancellation and/or withdrawal is a measure that Italcertifer adopts against an Organization which, after surveying the certified products, has been recognized as critically non-compliant with contractual requirements. Causes for permanent disqualification may include:

- critical shortcomings in the Quality System detected during survey;
- critical non-compliance with the requirements of the “Rules and Procedures for the certification of rail subsystems and components” and of the documents it refers to;
- persistence beyond the terms of the conditions that led to the permanent disqualification of the certificate;
- repeated non-compliance with obligations to Italcertifer to remedy shortcomings detected and reported during surveys;
- failure to accept and/or take corrective actions requested to adjust components/subsystems/quality systems to changes in rules of the Certification Scheme;
- persistence of the condition of non-payment for more than one (1) month of receiving formal notice by registered letter Italcertifer;
- other critical breaches of the agreement;
- discontinued production and product supply by the Organization for more than 6 (six) months;
- Organization’s bankruptcy or winding up;
- waiver to certification by the Organization.

The Organization shall be notified of permanent disqualification by registered letter (or mail).

Permanent disqualification causes the certified products to be removed from registers (Italcertifer and Accredia, in Italia, and on from registers of other National Accreditation Bodies, if abroad) and shall be made public by Italcertifer.

If the client intends to reactivate the revoked certification, the entire certification process described in the previous paragraphs will be repeated in order to demonstrate the full conformity of the product. The repetition of the certification process will be paid for by the customer after the submission of a new application for certification and acceptance of a new economic offer.

1.8 CHANGES TO THE CERTIFICATION SCHEME

If substantial changes are introduced to the rules of a Certification Scheme, Italcertifer shall immediately notify Client Organizations, or undergoing product certification process, taking into account any feedback or comments. Italcertifer sets the date when changes and any corrective actions requested will come into force, and allows the time needed to receive them. Failure of the Organization to adapt to corrective measures within an agreed-upon timeframe can lead to apply temporary/permanent disqualification of the certification.

1.9 CHANGES TO A CERTIFIED PRODUCT

The Organization should inform Italcertifer in writing in advance about any changes it intends to make to the certified product and/or any changes that can affect compliance to requirements.

The Organization shall accept Italcertifer decisions, justified in writing, about the need to make a possible additional visit or perform a full (or partial) repetition of the certification process.

Italcertifer shall communicate to the Organization its own decisions within 30 (thirty) working days from notification of receipt of suggested changes. Failure to notify Italcertifer can lead to temporary/permanent disqualification of the certification.

1.10 CLAIM REGISTRATION

Quality System documentation should include registration of claims related to certification and the corrective actions taken. These documents should be made available to Italcertifer.

1.11 CONFIDENTIALITY

In addition to what already established by Reg. (EU) 2016/679 GDPR, Italcertifer, through the stipulation of the contract, receipt of the purchase order, or other legally valid commitment, ensures that all information received

before and during the certification activities is considered confidential. Such information is treated in a strictly confidential manner at all levels of its organization and is made available only to the Accreditation Body and the Notification Authority, in accordance with applicable regulations.

Italcertifer's personnel involved in evaluation activities are also required to respect the confidentiality constraint based on precise commitments formally signed.

For any release of confidential information (unless otherwise required by law or at the request of a competent Governmental or Jurisdictional Authority) the obligation to notify the Customer is established.

1.12 COMPLAINTS AND APPEALS

Written claims (e.g., about the behavior of its personnel) can be presented to Italcertifer by its Customers, Accreditation Bodies, etc.

The Organization using the certification services provided by Italcertifer has also the right to file a written petition against decisions made against it by Italcertifer (for example, for failing to release a product certification).

In case of claims or petitions, Italcertifer acknowledges receipt in writing and agrees to respond within 30 (thirty) days from their receipt.

When necessary, any disputes arising from dissatisfaction of either party will be settled according to the "Italian Arbitration Regulations" of the "Italian and International Arbitration of Florence" in accordance with the "promissory clause for informal arbitration".

PART 2: GENERAL CONDITIONS FOR CERTIFICATION SERVICES

2.1 GENERAL

These conditions, the regulations of which they are an integral part, the certification request, the offer and subsequent acceptance by means of purchase order and/or contract constitute the set of agreements between the Customer and Italcertifer.

Unless otherwise agreed upon, no change to the agreement shall be valid unless the change is written and signed by or in the interest of the Customer and Italcertifer.

Should a certificate be issued to the Customer, Italcertifer Certification & Inspection Division shall provide its services in accordance with the Rules and Procedures in effect; copy of the Rules and Procedures Document will be provided to the Customer in the version in effect upon signing the agreement.

The Customer acknowledges that, upon entering into an agreement, he shall not rely on any representation, warranty or provision except for those set forth by the agreement. Any condition or provision included in the Customer's standard documentation that appears to be in contrast with, or implies a change or an addition to these conditions, will not apply, unless it is accepted in writing by Italcertifer. The Customer should explicitly accept any restrictive clauses in accordance with articles 1341 and 1342 of CC.

2.2 SERVICES

These conditions apply to certification of products to be used in the interoperable and non-interoperable, trans European high-speed and conventional rail system, and namely:

- conformity assessment of products to be used in train and metro transport;
- assessment of conformity or suitability for use of interoperability constituents;
- "CE" verification of compliance for subsystems

For these services Italcertifer will check before-hand the relevant documentation. Italcertifer will inform the Customer about the expected date when verification starts, as well as a tentative completion timetable.

However, verification start date and duration are not essential elements and therefore Italcertifer, although has no obligation to complete verification according to a tentative timetable, will keep the Customer periodically and reasonably posted about verification progress.

The certification scheme may include a combination of the following:

- initial testing on a typical sample;
- verification of the Quality Systems adopted;
- initial inspection check of the production process;
- periodic testing on samples taken from production and/or market;
- periodic survey on manufacturing process;
- random inspections on the product;
- other operations that are deemed fit for the scheme.

Release, waiver, temporary and permanent disqualification of the certification will take place in accordance with the rules and procedures in effect.

2.3 CUSTOMER OBLIGATIONS

The Customer should ensure availability of all product samples, access to the Organization's premises, assistance, information and structures as needed by Italcertifer and its Control Bodies upon request, including assistance by duly trained and authorized staff. The Customer shall also make a suitable meeting place available to Italcertifer.

In order to allow Italcertifer to comply with applicable health and safety rules, the Customer shall inform Italcertifer about known or potential risks its personnel might encounter during their visits. Italcertifer undertakes to have its personnel abide by all of the Customer's health and safety regulations while at the Customer's premises.

For certification of product conformity or suitability for use according to a Standard, Technical Specification for Interoperability, the Customer agrees to comply with all provisions set forth by the Technical Specification for Interoperability. Specifically, the Customer can affix the CE conformity marking or Italcertifer Logo, only when all requirements of the Standard and Technical Specification for Interoperability are satisfied.

The Customer can produce or publish abstracts from reports issued by Italcertifer only when Italcertifer name is not displayed, or after prior written consent by Italcertifer. The Customer cannot disclose the details of how Italcertifer carries out, conducts or executes its services.

2.4 RATES AND PAYMENTS

The Customer is proposed a daily rate, inclusive of all steps of the verification program and the issue of the Certificate. Periodic surveillance audits carried out by Italcertifer to maintain the certificate will be quoted separately. As it is understood that these rates are subject to change, Italcertifer ensures that the rates indicated in the proposals are in effect at the date of issue and reserves the right to review prices during the registration period.

ITCF, Certification & Inspection Division also reserves the right to notify the Customer of a rate change from what stipulated in the proposal, in case the services requested by the Customer do not appear, later during verification in the field, to be aligned to the initial information supplied by the Customer.

Special costs for additional activities, in excess of what was agreed upon, will be charged for all activities not included in the original proposal, as well as for activities made necessary after a non-conformity has been detected. Those charges may include costs for:

- a. repetition of individual steps or of the entire verification program, or for activities resulting from failure to comply with registration rules and procedures;
- b. additional activities resulting from temporary or permanent disqualification, and/or reassignment of the certificate;
- c. Repeated verification activities due to changes in management systems or products;
- d. Legal obligation to submit documents or provide testimony relating to the activities carried out by Italcertifer;

ITCF reserves the right to add additional charges to current rates, in case of urgent services requested by the Customer, cancellation or rescheduling of services, partial or full repetition of the verification program or testing activities as indicated in this Document.

Specifically, should the Customer request the postponement of scheduled and agreed-upon activities requiring the presence of ITCF personnel at the Customer's premises, without written notice of at least 10 business days, ITCF

will be entitled to charge additional fees, as compensation, equal to 50% of the contractual rate agreed upon for that activity.

Rates are quoted based on the cost of man-days (8 working hours for an ITCF Inspector performing an audit). Tentative rates for Certification & Inspection Division personnel can be made available upon Customer request. Unless otherwise specified, costs do not include travel and lodging expenses. Moreover, all rates and any additional costs do not include VAT or other applicable taxes.

After the certificate has been issued, Italcertifer will invoice the Customer.

Invoices for additional and/or subsequent activities carried out after the certification has been granted will be issued upon their completion. Unless otherwise provided for in the proposal, payment terms are net due in 30 days, whatever the results of the certification process will be.

Any use of the certificate or of the information contained therein by the Customer is subject to the timely payment of invoices. In addition to actions provided for by this Document, Italcertifer reserves the right to suspend or interrupt activities and/or withdraw the certificate in case of failure to pay the invoices issued.

For late payment of invoices, Italcertifer also reserves the right to charge annual interest equal to the discount rate plus two percentage points, calculated from the invoice date to the actual payment date. All costs in relation to debt recovery, including any legal expenses incurred, shall be borne by the Customer.

2.5 DOCUMENT ARCHIVING AND STORAGE

Italcertifer will keep in its archives the documentation relating to certification and surveillance activities for the period required by the law in force and the contractual clauses. In the absence of specific indications, a minimum conservation period of 10 years will be considered.

After the storage period expires, Italcertifer shall transfer, store, or destroy the documentation, unless otherwise directed by the Customer. Italcertifer reserves the right to charge the Customer the costs derived from such directions.

2.6 TERMINATION

Unless otherwise agreed in writing, the Customer can terminate the agreement at any time upon at least thirty (30) days prior written notice to Italcertifer.

Should the Customer terminate the Agreement before the certificate has been released for reasons other than Italcertifer non-fulfillment of its obligations, Italcertifer reserves the right to charge the Customer the amount of 3% of the total value of the Agreement in compensation for termination, without prejudice to charging the Customer rates and expenses for services provided up to the date of termination.

Italcertifer also reserves the right to terminate the Agreement at any time before issuing the certificate upon at least thirty (30) days prior written notice to the Customer.

Should Italcertifer terminate the Agreement for reasons other than the Customer's non-fulfillment of their obligations, Italcertifer shall refund the Customer any amounts paid in advance, net any expenses incurred in the implementation of the Agreement without further reimbursement or compensation.

2.7 FORCE MAJEURE

Should Italcertifer, for any reason or cause beyond its control, be prevented from implementing or completing the service agreed, the Customer shall pay Italcertifer:

- a) the amount of expenses actually incurred;
- b) the share of charges agreed to, proportional to services actually provided.

Italcertifer shall therefore be released from any responsibility for failure to provide the services requested partially or in full.

2.8 LIMITED LIABILITY AND DAMAGES

Italcertifer is committed to perform its services accurately and skillfully and agrees to be held responsible only in case of proven negligence.

Italcertifer does not assume responsibility deriving from or related to the Agreement and its execution, as a consequence of statements or failure to meet conditions or warranties, expressed, implied or statutory, for any

indirect, special, incidental, or consequential damages claimed by the Customer and all claims by the Customer for other causes will be limited, for any event or series of interconnected events, to an amount not exceeding amounts paid to Italcertifer according to the Agreement (exclusive of VAT).

Italcertifer shall also disclaim liability to the Customer for loss, damage, or expense, unless these are claimed within a year's time starting from the date Italcertifer provided the service that originates the claim. Similarly, Italcertifer shall not be liable for alleged failure to complete the service requested unless claimed within the same term starting from the date the service had to be completed.

Italcertifer does not act as an assurance company nor as a guarantor and therefore rejects such responsibility. Customers who wish to protect themselves against loss or damage should subscribe an insurance policy.

The Customer acknowledges that Italcertifer, when entering into an agreement or providing services, does not take, define, cancel or discharge any obligations of the Customer towards third parties.