The conditions regulating the service rendered by ICIM S.p.A. are recognised and accepted by the Organisation at the time of signing this Order.

ICIM S.p.A. lends its services to the physical and/or legal person requesting the rendering of the service (hereinafter referred to as “Organisation”). The activities/certificates will be considered as resolved in compliance with art. 1456 C.C, 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 certificate may not be transferred to third parties without the written consent of the other party.

I. The Organisation agrees to:

a) ensure that instructions and sufficient information is transmitted in due time to ICIM to allow for the requested services to be effectively carried out, and to supply the ICIM employees any necessary access in order to allow the requested services to be effectively carried out;

b) supply, if requested, all special equipment and/or staff needed to carry out the requested services;

c) take all measures necessary to eliminate or resolve impediments or interruptions in carrying out the requested services;

d) supplying to ICIM and/or its staff in charge, in advance, in compliance with the current legislations regarding safety and accident prevention in the workplace, a complete and detailed report relative to specific risks existing in the workplace in which ICIM employees are intended to work;

e) make sure, through its own representative in charge, that all measures and interventions are taken to protect and prevent work place risks affecting the work activities of ICIM employees, which require safeguarding of the workers as well as all other subjects operating or in any case present in the same work environment.

Also:

II. The Organisation acknowledges that in accepting and/or agreeing to render a service, ICIM S.p.A. does not take on, delineate, abrogate or sign over any liability of the Company/Organisation towards third parties.

III. ICIM S.p.A. agrees to carry out an assessment of conformity of the system/process/product compared to the referential standard documents, and in case of positive result, to issue the relative certificate/statement of conformity. ICIM is in no way obligated to issue a positive result of the conformity assessment, nor obligated to issue the certificate/statement.

IV. ICIM S.p.A. is obligated to carry out services with due competence and ability, and will only be held liable in case of proven negligence. The responsibilities of ICIM S.p.A. in relation to any claims for losses, damage or expenses of any nature, or which may arise will, in no case, exceed an overall sum equal to 10 times the amount of the compensation or payable commissions for the specific service requested, in relation to the specific service causing the claim. However, ICIM will not be held in any way liable for indirect damage or losses, special and/or consequential to the Company/Organisation, including loss of earnings.

V. ICIM S.p.A. 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 S.p.A. causing the claim. Equally, ICIM S.p.A. will, in no way, be held liable for not carrying out a requested service if not claimed according to the same terms.

VI. If ICIM S.p.A. 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.

VII. The Organisation is obligated to pay punctually within the period agreed on at the time of the offer. The compensation for activities carried out by ICIM will be due by the Organisation also in case of lack of issuing of the certificate/statement due to lack of conformity requirements, meaning in case of rejection, suspension, nullification.

In case of missed or delayed payment within the concurred terms, ICIM S.p.A. will have the right to apply the conventional annual interests calculated on the due compensations for the service and not yet paid, in the measure of the current A.B.I. Prime Rates increased by 40% (i.e. Prime rates = 10% yearly; 40% of Prime Rates = 4%; applied conventional interest 10%+4%= 14% yearly). The Organisation cannot retain or define the payment of any sum payable to ICIM S.p.A. on account of claims, disagreements or compensations which it intends to assert towards it. The Organisation is also obligated to pay ICIM S.p.A. for any costs necessary for its credit recovery, including legal expenses of any nature. The Parties agree that, in case of non-fulfilment and/or delays in payment by the Organisation which may occur in the course of Certificate validity, ICIM S.p.A. is authorised to issue bills, with direct transfer as payment mode, before carrying out the surveillance activity. It is also implied that the bills must be paid up fully by the start of the individual surveillance activities.

VIII. In case of any suspension of payments, agreement with creditors, bankruptcy, state of insolvency, exam procedure, closure or suspension of activities by the Organisation, ICIM S.p.A. 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.

IX. The Organisation has read and understood the following informative note pursuant to art. 13 Legislative decree 30/06/2003 no. 196 (Privacy Code) and regarding rights of the interested party envisioned in art. 7-8-9-10 of the same Privacy Code, expressly gives its consent, pursuant to art. 23 Legislative Decree no. 196/2003, that the personal data relative to this contract will be treated in respect of the informative note and the standard indicated above, and for institutional purposes connected to the activities of ICIM S.p.A. and envisioned by the relative Regulation (Consent pursuant to art. 23 Legislative Decree 30/06/2003 no. 196, Privacy Code).

X. ICIM agrees to consider all news and data which it will possess as confidential information, if not to execute the task entrusted, and to keep confidential information secret, and to not disclose it with third parties without previous written consent.
INFORMATIVE NOTE REGARDING TREATMENT OF PERSONAL DATA (pursuant to art. 13 Legislative Decree No. 196/2003)

In compliance with Legislative Decree of June 30th, 2003, no. 196, the personal data directly supplied by you and/or by ICIM acquired in the course of the contractual and pre-contractual agreement, are and will be treated by ICIM to pursue the means of the current contractual agreement.

Treatment is especially intended for:

a) formulation of offers and other activities with the means to constitute the contractual agreement;
b) completing activities to fulfil payable, fiscal and administrative obligations, management and execution of supply contracts for ICIM services, payments and eventual controversies, fulfilment of lawful obligations and obligations towards accreditation and Public Administration bodies in charge, for inclusion in periodical ICIM publication, to carry out statistical calculations and market analyses.
c) to carry out ICIM services information and promotion activities.

In relation to said means, the treatment of data can occur via electronic, computer, and manual means, with software that is strictly correlated to the means themselves, and in any case, in such a way as to guarantee data security and privacy. This may consist, alternatively or simultaneously, in operations or registration, conservation, organisation, processing, selection, comparison, extraction, communication, cancellation, destruction of the data itself. The data will be treated for the entire duration of the agreement and in the period which will follow to carry out all law fulfilments.

Conferment of personal data is indispensable to correctly fulfil the contractual agreement, as described in the purpose in letters a) and b): refusal to supply them will be cause for ICIM’s impediment in carrying out this agreement. For the purpose in letters a) and b), expressed consent by the Organisation is not needed, since this consent is presumed by law or, in any case, not mandatory.

For the purpose in letter c), a manifestation of consent by the Organisation, completely optional, is necessary.

The data can/will be communicated by ICIM, since part of its respective and specific competence, to the following subject categories: inspection staff; sales staff; couriers; bank institutions and financial intermediaries other than banks; postal administration - postel service; agents, professional firms and consultant agencies, for executing assistance services in terms of accounting, fiscal, controversy management and credit recovery issues; consultants and companies in charge of maintenance of the company’s information system; review companies, Public Administrations, bodies or organisations to which our company is requires to communicate data due to law or contractual obligations (i.e.: relevant Ministries, ACCREDIA, CISQ, etc.). These subjects will use this data as holders, with the exception of the subject appointed as representatives.

The data will be known by the subjects appointed as representatives and those appointed as in charge which will need to treat it in order to carry out the duties and functions assigned to them.

The data can be subject to diffusion by being included in periodical ICIM publications (records, lists, newsletters, etc.) or on the ICIM website.

The absence of a communication which is contrary to this informative note within 30 days, will be considered by ICIM as a declaration of consent, pursuant to art. 23 of Legislative Decree 196, to data treatment specified in it.

The data holder is ICIM S.p.A., located in Sesto San Giovanni (MI), P.zza Don E. Mapelli, 75, and, in compliance with art. 7 (Right of access to personal data and other rights) of said decree, attached as follows, the Organisation can in any moment access the data, asking information to the data treatment manager designated for this purpose, the Governance System Manager. This is for the means of requesting, for example, an update, an amendment, integration or cancellation, still with the right to oppose, for legitimate reasons, to said treatment and uses.

Article 7 of Legislative Decree No. 196/2003 is reported as follows:

Art. 7 Right of access to personal data and other rights

1. The data subject may obtain confirmation of the existence or otherwise of any personal data relating to him/her, even though they may not yet have been recorded, and be notified thereof in an intelligible form.

2. The data subject is entitled to receive information on:
   a) the source of the personal data;
   b) the purpose and means of processing the data;
   c) the software used in the case that the data is processed using electronic devices;
   d) the identity of the data controller, the data processors, and the designated representative pursuant to article 5, paragraph 2;
   e) the data subjects or categories of data subjects to whom the personal data may be notified or who may become acquainted with the data in their capacity as the designated representative within the territory of the State, of the data processors or officers.

3. The data subject is entitled to receive:
   f) updated, rectified or, where relevant, supplementary information;
   g) the deletion, anonymisation or blockage of any data being processed in violation of the law, including data which is unnecessary to keep for the purposes for which it has been gathered or subsequently processed;
   h) certification indicating that notice of the operations referred to under a) and b) has been served, together with their contents, except in the case in which this formality is impossible or entails the use of means which are manifestly disproportionate in terms of the right protected.

4. The data subject may object, wholly or in part:
   i) for lawful reasons, to the use of his or her personal data, even if relevant to the purpose for which the data is collected;
   j) to the use or processing of his or her personal data for the purposes of supplying advertising materials, or direct sales, or for the purposes of market research, or commercial communications.