### B.U. “ENERGIA”

**Regulations for certification**

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1.0 SCOPE AND FIELD OF APPLICATION

The present Regulations define the modalities and conditions that a Firm must comply with in order to obtain and keep a Certification issued by B.U. ENERGIA (hereinafter referred to as "ENERGIA") of ICIM S.p.A. (hereinafter referred to as "ICIM") and to be entered in the Registry of Firms and of Products that have been issued a Certification.

The ENERGIA certification services are available to any Firm that applies for them according to the present Regulations.

The certifications issues by ENERGIA concern the Products and the Services connected to the pathways of the energetic sectors (Solar, Biomasses, Wind turbines, Hydroelectric, Geothermal to low enthalpy, Nuclear, Hydrogen, etc.), the energetic Efficiencies of machineries, equipments and buildings and how much other can directly be connected and indirectly to the Energy sector.

Additional procedural details for the various types of products or family of similar products are contained in the “Specific Regulations”, specified for each product category; the " Specific Regulations " have as reference one or more specific normative documents. Such normative documents, in the case doesn’t shape it in a specific national, European or international standard reference or to a specific disciplinary technician regulated by national laws, directives or European rules, they are developed by Working Groups, constituted from technical of the list of the Technical Experts of ICIM and/or from external experienced technicians and/or from internal ICIM experienced technicians, in which the interested parts to the Certification are represented.

In some cases connected to the national laws, directives or European rules the " Specific Regulations " are replaced by specific documents of verification and control.

A Committee for the safeguard of the Impartiality (CI), in which the interested components to the certification are represented, supervises on the application of the present Rule.

The firm, not ICIM, has the responsibility of the conformity to the requisite for the Certification.

The ICIM Product Certification, issued by ENERGIA, gives the Firm the right to display the ICIM Conformity Mark, which indicates that the product in question is in compliance with the applicable standards.

2.0 REFERENCE DOCUMENTS

The standards of reference are indicated afterwards and are to be considered valid in their most recent edition:

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<td>UNI CEI 70006</td>
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3.0 DEFINITIONS

For the terminology regarding Product Certification, the valid definitions are generally those contained in standard UNI CEI EN ISO/IEC 17000 and UNI EN ISO 9000. Some terms, which recur repeatedly in the text, are specifically defined as follows.

- **Firm**
  Term used to indicate a Company that supplies a product or service, linked to ICIM through agreements that stipulate the observance of quality standards indicated in the Regulations.

- **Certificate of Conformity with Authorization to use the ICIM Conformity Mark**
  Document with which ICIM declares that, to the best of its knowledge, a product complies with a specific standard or other regulatory document, requiring the use of the ICIM Conformity Mark.

- **Certificate of Conformity with Surveillance**
  Document with which ICIM declares, to the best of its knowledge, that a firm, a product or a service are complied with a portion of a standard or with a technical specification, excluding the use of the ICIM Conformity Mark.

- **Product**
  The result of the Firm’s production, which must conform to pre-set specifications, national or international standards or requirements set by a Customer or by the Firm itself, or other specific documents.

  In the present Regulations, the term "Product" is defined as a product or family of similar products listed in the Certification Scheme that is the object of the Application for Certification in the types and variants defined therein.

- **Service**
  The result of the activities of a subject (supplier), that can be a firm or a single person, that to one’s own name and under own responsibility supplies own activities carried out to satisfy the demands of the Customer.

  In the present Rule, at the word "Service" the meaning of belonging service to the Scheme of Certification that is the object of the Application of Certification is attributed in the ways and in the variants defined therein.

- **Initial Tests**
  Process through which ICIM, prior to issuing or extending Certification, determines the product’s compliance with the requirements of the relative standards.

  In the present Regulations, the Initial Test is also called "Product Test or Type Test".

- **Specific Regulations**
  Document that specifies the conditions that each product or family of products have to satisfy in order to obtain Product Certification for the applicable Certification Scheme.

- **Surveillance**
  Activity through which ICIM verifies the product’s continuing conformity with the requirements of the applicable Certification Scheme.
Production Unit
Site where the Firm produces the product that is the object of the Application for Certification.

Initial Inspection Visit
Action through which ICIM verifies that the Firm is in accordance with the technical and organizational requisites established by the applicable Certification Scheme. Said visit includes an Evaluation of the Quality System of the Firm’s Production Unit.

4.0 GENERAL CONDITIONS

4.1 Certification Process
In order to activate the ICIM certification process, the applicant Firm has to:
 accept the commercial offer in all of its parts,
 satisfy the requirements of the Certification Scheme relative to the product for which the Application for Certification has been submitted or request of certification in the case of products of the mandatory sector,
 accept the conditions stipulated in the present Regulations.

4.2 Payments
The grant of a Certificate of Conformity with the authorization to use the ICIM Conformity Mark or the Certificate of conformity with Surveillance or the Certificate by mandatory Scheme (hereinafter "Certificate") and their maintenance are subject to the payment of the applicable fees, specified in the offer.

4.3 Freedom of access to sites, information and documentation
A Firm that has activated the ICIM Certification process has to, during the Initial Inspection Visit and the subsequent Surveillance Visits, grant the ICIM Inspectors freedom of access to the sites, information and documentation required to carry out the inspection, identification and/or collection of samples.

4.4 Safety
The Firm has to guarantee that all necessary measures have been taken to ensure safe working conditions and the safety of the sites and installations subject to the Initial Inspection Visit and the subsequent Surveillance Visits. In addition, it has to inform ICIM, when necessary, of every known danger or hazard, actual and/or potential, that may be associated with the visit and the collection of samples, including the presence of risks due to radiation, toxicity or hazards, or explosive materials and elements, poisons and pollutants.

5.0 PRODUCT CERTIFICATION PROCEDURE

5.1 Submission of the Application for Certification
The Firm that intends to apply for the certification has to submit an Application for Certification (hereinafter "Application") to ICIM, using the provided form, if it is possible, and enclosing, where required, the Questionnaire/s compiled in all applicable parts, the technical documentation of the product in question and anything else required to comply with the requisites of the Certification Scheme, as specified in the Specific Regulations.
The forms must be fully filled out in order for the Application to be considered valid. All non-applicable parts have to be crossed.

The Application, when submitted to ICIM, has to be accompanied by a document attesting to the payment of the application fee, specified in the offer, foreseen for the evaluation of the Application itself.

Applications for Certification submitted by foreign Firms are subject to all of the conditions that regulate the grant of Certification for domestic Firms, that in compliance with the international agreements stipulated by ICIM.

5.2 Initial evaluation of the Application for Certification

Upon receiving the Application, ICIM initiates the certification procedure. ENERGIA, normally, takes charge of the Application, according to the relative order of registration.

The ENERGIA then evaluates the Application, in order to:

- evaluate whether the product in question is suitable for the Certification Scheme that corresponds to the standard referred to by the Firm in the Application;
- verify the completeness and suitability of the general information furnished (ex. products supplied, headquarters, Production Units, number of employees, etc.);
- verify the completeness and suitability of the technical documentation for the product that is the object of the Application;
- evaluate whether the Firm satisfies the technical-organizational requirements of the Certification Scheme.

Should the documentation submitted be, in the judgment of the ENERGIA, inadequate and/or incomplete, or if the product is unsuitable for the Certification Scheme corresponding to the indicated standard, the procedure is suspended until the Firm submitting the Application has satisfied the requirements that ICIM has officially communicated to it.

At this stage, it is possible that ENERGIA will have to make a Survey visit to the Firm, under the conditions indicated in the offer.

The first evaluation of the documentation for the certification is followed by an in-depth review of the documentation of the Application by the ENERGIA, in order to determine the necessary procedure to follow during the Initial Inspection Visit and the subsequent Initial Tests.

If the end of the review is positive, the ENERGIA goes in the process of certification according to the requirements of this Rule, eventually arranging with the firm the times of execution.

which governs the relations between ICIM and the Firm with respect to certification, sending a signed original to the Firm for acceptance and receiving a signed copy in return.

To the conclusion of this phase, where required by the certificative scheme, ENERGIA will send to the Firm authenticated and dated copy of the technical documentation.

5.3 Initial Inspection

ENERGIA verifies the availability of the Firm in question and officially notifies it of the program and date of the Initial Inspection, including the names of the Inspectors, who may be external to ICIM, that will carry out the inspection.

The notification of the Initial Inspection is routinely communicated at least 15 (fifteen) days before the date agreed upon for the visit.
ENERGIA selects the members of the Inspection Team (GI) based on their specific expertise and experience, while also taking into consideration possible incompatibilities.

Until 5 (five) days prior to the Visit, the Firm has the right to request the substitution of specific Inspectors if there are valid and substantiated reasons to suspect a conflict of interest.

The purpose of the Initial Inspection is to evaluate the Quality System and the Firm’s production and testing equipment (CMP – control and manufacturing plan or CSP – control and service plan), in order to guarantee the achievement and maintenance of the product’s conformity with the requirements of the applicable Certification Scheme.

The existence of a certification of the Quality System that is appropriate for the Product Certification Scheme requested, whether issued by ICIM or by another accredited body and/or a body with which ICIM has a mutual recognition Agreement, may exempt ENERGIA from having to evaluate the Firm’s Quality System.

At the beginning of the visit, the Inspection Team meets with the Firm, in order to:

- clearly explain the Inspection modalities;
- establish an official communication channel between the Inspection Team and the Firm;
- explain anything else that may be necessary to carry out the Inspection itself.

At the end of the visit, at the closing meeting with the Firm, the Inspection Team announces its findings regarding the suitability of the quality system and the Firm’s equipment of production and testing for the requisites of the Certification Scheme, explaining in detail any eventual discrepancies found.

At this time, the Firm may express its position to the Inspection Team with respect to said discrepancies and propose eventual corrective measures.

The outcome of the Initial Inspection is documented by the Inspection Team in a Report, the first part of which is signed by the Firm and, for acceptance, by the Inspection Team Leader. A copy of the Report is then given to the Firm. This document lists any eventual discrepancies with the requirements of the Certification Scheme.

The value to give to such deviations, defined "advice" or "not conformity" is the following:

1. **Advice**, is intended as an indication given to the Firm, having as reference the normative document of reference, the Specific Regulations and/or the Questionnaires, for better adjusting conformity to the requisite required by the Scheme of Certification. *One or more advices don’t involve any variation in the final opinion expressed by the Inspection Team, neither intervention of corrective action from the Firm.*

2. **Light Not Conformity or Critical**, is intended one not conformity given to the Firm, having as reference the normative document of reference and/or the Specific Regulations, in the case in which some requisite of the Scheme of Certification are alone partially satisfied. Besides, such non conform requisite don’t have to compromise the conformity of the products object of Certification and the corrective measures, proposed by the Firm, must be considered from the Inspection Team Leader realizable easily in the proposed formalities and in the forecast times. *One or more light not conformity doesn’t stop the certification sequence, but they involve a variation in the final opinion expressed by the Inspection Team. The verification of the intervention of corrective action from ENERGIA on the Firm has effected during the following visit of surveillance.*

3. **Heavy Not Conformity or Negative**, is intended one not conformity given to the Firm, having as reference the normative document of reference and/or the Specific Regulations, in the case in which some requisite of the Scheme of Certification have not satisfied. *One heavy not conformity stops the certification sequence in phase of initial inspection or it involves the suspension of the use
of the Mark in surveillance, up to the satisfactory resolution of the not conformity. The verification of
the intervention of corrective action from ENERGIA could require a further inspection on the Firm.

Subsequently, the Inspection Team Leader draws up the second part of the Report, containing an
evaluation of the Firm with respect to the requisites of the Certification Scheme; this document is
confidential. Both documents are consigned to ENERGIA, who verifies and approves them; in the case of
failure to accept the descriptions contained in the two documents, ENERGIA shall notify the Firm within
15 (fifteen) days after the visit of any eventual modifications.

The Firm has to notify ENERGIA of having carried out the corrective actions in question, providing
documented evidence, within the period of time agreed upon at the closing meeting.

5.4 Initial Tests (Type tests)

ENERGIA, if it is required form the Certification Scheme, requires the Firm to provide the samples, at the
latter’s expense, necessary for the Product Tests; the identification modalities and characteristics of
such samples have to be in compliance with the requisites contained in the Specific Regulations.

The Tests shall be carried out by ENERGIA or by laboratories it recognizes. When an external laboratory
carries out the tests, the ENERGIA reserves the right to be present when the tests are prepared and
conducted.

Within the 15 (fifteen) days preceding the tests, the Firm has the right to reject external laboratories,
where possible, should there be valid and substantiated reasons to suspect a conflict of interest.

If the outcome of the Product Tests does not comply with the requisites of the Specific Regulations,
ENERGIA notifies the Firm of the discrepancies found.

In this case, the Firm re-submits, within the period of time agreed upon with ENERGIA, new samples for
the repetition of some or all of the battery of tests, according to the modalities listed in the Specific
Regulations.

The cost of the sampling and the testing is entirely charged to the Firm by ICIM.

The outcome of the Product Tests must be documented by the laboratory that conducts them with Test
Reports, in compliance with the Specific Regulations.

The submission of Test Reports from laboratories recognized by ICIM may exempt, wholly or in part, the
Firm from carrying out new Product Tests, at the discretion of ENERGIA.

5.5 Final evaluation and certificate release

5.5.1 The documentation for the evaluation of the Application, the Initial Inspection and the Product
Tests (it is required) is collected and verified by ENERGIA and then submitted to the ENERGIA
Manager.

The ENERGIA Manager introduces the product to be certified to the ICIM Committee of
Deliberation, eventually with the help of one or more experienced technical drawn by the list of the
Technical Experts of ICIM.

As indicated in doc. ICIM 45P054, the Committee appraises and verifies that all the requisites of
the Certification Scheme in question have been met, and approves the Certification of Conformity
of the product according to the Certification Scheme.

5.5.2 When the Certification is conceded, ICIM issues a Certificate, specifying:

- the product(s) or the service(s) for which the Certificate is issued, along with an indication of
  the relative Production Unit,
- the normative document of reference.
5.5.3 If certification is not conceded, the Firm receives written notification of the reasons for the decision, specifying the discrepancies with the requisites of the applicable Certification Scheme. The Firm must then correct such discrepancies within the period of time stipulated by ENERGIA, which is, in any case, not more than 180 (one hundred and eighty) days.

When the 180 (one hundred and eighty) days have expired, ENERGIA carries out a second inspection. If the outcome of the second inspection also fails to result in the concession of certification, the Application expires and the Firm has to begin the entire certification process again.

At its discretion, ENERGIA decides which actions are necessary to verify the completion and suitability of the corrective actions at the due dates indicated and notifies the Firm accordingly. ICIM’s expenses for this stage are charged to the Firm.

5.5.4 If a Firm contests the decision made by ENERGIA, it may request an additional inquiry, explaining the reasons for its dissent, in compliance with the modalities described in art. 16 of the present Regulations.

5.5.5 After the grant of the certification, ENERGIA registers the Firm in the Registry of Firms and Products that have obtained the ICIM Product Certification and notifies the bodies (national and international) with which ICIM has a mutual recognition Agreement and/or those to which the applicable laws or regulations require notification of such information. This Registry is updated at least annually and can be consulted by anyone who requests it.

5.5.6 The Firm has to make available to ENERGIA and/or the testing laboratories the samples or the remains of the samples used for the Initial Tests and for any eventual subsequent tests for the entire duration of the period covered by the certification, unless otherwise stated in the Specific Regulations, or else store them, properly labeled and, when possible, in sealed containers bearing the ICIM stamp and at the disposal of ENERGIA at all times. Should the sample have a high intrinsic value or be of dimensions that would create storage problems, the Firm may ask ICIM to substitute the sample with the appropriate technical documentation (description, drawings, and photographs of the whole and of details). ENERGIA reserves the right to determine the suitability of such documentation.

Special details concerning the handling of samples may be defined in the Specific Regulations.

6.0 EXTENSION OF CERTIFICATION

6.1 Extension of the same standards to another product made in the same Production Unit

A Firm that wishes to extend certification to another product made in the same Production Unit and covered by the same normative for which it has already obtained certification must present a Application for Certification, using the provided form referred to in art. 5.1 of the present Regulations, enclosing the technical documentation for the product in question and adding any additional information required to integrate the data already furnished in the Questionnaire/s submitted for the first product.

ENERGIA may decide not to carry out the Initial Inspection and merely request samples of the new product, in order to determine its compliance with the same reference standards.

If the outcome of the Product Tests is favorable, ICIM will issue a new Certificate.
6.2 Certification under other standards of another product made in the same Production Unit or extension under the same standards to another Production Unit

A Firm which instead wishes to apply for a new certification for other products made in the same Production Unit, but covered by a different reference standard than the one for which ICIM has already issued certification, or else extend the Product Certification it has already obtained to other Production Units, must repeat the process described in art. 5 of the present Regulations in its entirety.

At the conclusion of the process in question, ENERGIA will issue a new Certificate.

7.0 VALIDITY OF THE CERTIFICATION

7.1 Certification life

The Certification is valid for 3 (three) years following the date of grant, if not otherwise indicated.

7.2 Validity conditions of the Certification

The validity of the Product Certification depends on the Firm’s maintaining the conditions that determined its grant. Such maintenance is the object of Surveillance by ENERGIA, according to the modalities specified in art. 9 of the present Regulations.

Any eventual modification of the conditions that resulted in the grant of the certification have to be promptly communicated to ENERGIA, in accordance with the conditions of art. 8.4 of the present Regulations.

7.3 Renewal of the Certification

During the year preceding the expiration of the above-mentioned period of validity, ENERGIA, instead of the last surveillance visit, will carry out an evaluation visit examining the Firm’s technical-managerial capacities (renewal visit), according to the modalities defined in art. 5.3 of the present Regulations and, at the same time, will request that the Firm send the samples required to carry out the Product Tests according to the modalities defined in art. 5.4, unless otherwise specified in the Specific Regulations.

The new Certificate will have a validity of 3 (three) years, if not otherwise indicated, and will identify with the same number as the preceding one, followed by a slash and a progressive number indicating the number of renewals.

A Firm that does not intend to renew its Certification must so indicate in writing with prior notification of 180 (one hundred and eighty) days.

A Firm may withdraw from the Certificate under the conditions defined in art. 12 of the present Regulations.

8.0 RIGHTS AND OBLIGATIONS OF FIRMS THAT HAVE OBTAINED CERTIFICATION

8.1 A Firm has the right to publicize its possession of a Product Certification in the manner it deems best, as long as the range of application and limits of the certification and/or the number of the certificate is properly identified. In information intended for users, the Firm must refrain from providing information that misleads the user by implying or stating that the Product Certification covers uses not included in the applicable Certification Scheme. The Firm has the duty to control and to stop, where possible, the use of incorrect information also from retailers of the own certified product; in contrary case ICIM will hold the Firm responsible of such abuses. Instructions and information accompanying the product (manuals and/or instructions for use, etc.) and
referring to a specific Certification Scheme must be approved by ENERGIA when this is required by the Certification SCHEME.

8.1.1 In the case of a Certification with Authorization to Use the ICIM Conformity Mark, the Firm may also use the ICIM Conformity Mark on technical and commercial documentation and on advertising material, as long as the requisites set by ICIM for the use of the ICIM Conformity mark are satisfied, as defined in ICIM document 4SR004 or in the Specific Regulation.

The ICIM Conformity Mark have not to be displayed on a product other than the one for which the Certification with Authorization to Use the ICIM Conformity Mark was granted, or used in such a way as to create confusion between certified and non-certified products. The Firm has the duty to control and to stop, where possible, the use of incorrect information also from retailers of the own certified product; in contrary case ICIM will hold the Firm responsible of such abuses.

8.2 Product Certification may not be transferred to Production Units other than the one specified in the Certificate.

8.3 A Firm that has obtained certification has to:

- not alter any of the conditions that resulted in the grant of the certification,
- produce the product in accordance with the specifications set by the standards and the present Regulations, as well as the Specific Regulations of the Certification Scheme and the standard documents that apply to the production of the sample(s) approved by ICIM,
- provide freedom of access to the ENERGIA Inspectors under the circumstances specified in the present Regulations,
- keep a record of every complaint regarding the product(s) covered by the Certificate and of the actions taken to remedy the situation, as well as providing access to the same records to the Inspectors of the ENERGIA during their Surveillance Visits.

8.4 A Firm that wishes to modify the conditions that resulted in the grant of the certification has to request to ENERGIA. ENERGIA will review the case and decide which actions are appropriate, as indicated in art. 13.2 and 13.3. of the present Regulations.

8.5 A Firm that has obtained Certification agrees to assist the Inspectors of ENERGIA or its authorised representatives during their Inspections, Surveillance Visits and Product Tests, as well as to grant them freedom of access to their sites at all times during normal working hours, in order to carry out their appointed tasks, and to carry out the corrective interventions required to eliminate any eventual discrepancies found.

8.6 The Firm agrees not to use the Certification granted if it has been suspended, revoked or has expired.

8.7 The Product Certification does not absolve the Firm from the observance of its contractual obligations towards its customers nor from the legal obligations connected with the products it supplies. ICIM is only responsible for damages to third parties when such damages result solely and indisputably from the act of certification.
9.0 SURVEILLANCE OF THE FIRM THAT HAS OBTAINED CERTIFICATION

ENERGIA conducts a Surveillance of the Firm that has obtained certification, in order to verify the continuance of the conditions that resulted in its grant. This Surveillance occurs through inspections of the Production Unit and/or product tests, according to the modalities and frequency stipulated in the Specific Regulations.

Along with the Surveillance, ENERGIA also checks that the Product Certification is being used properly by the Firm.

Unscheduled Surveillance visits may be carried out when ICIM (ENERGIA) becomes aware of deficiencies in the conditions that resulted in the grant of certification.

Surveillance visits are normally conducted after advance notification of at least 15 (fifteen) calendar days.

If, following a Surveillance visit (scheduled or unscheduled), discrepancies from the pre-set requisites are found, ENERGIA notifies the Firm in writing, requesting it to correct the problem.

In the case of serious discrepancies or of the persistence of discrepancies after the period agreed upon for their correction, ENERGIA may unilaterally and at its sole discretion suspend or revoke the certification, as specified in art. 11 of the present Regulations.

10.0 IMPROPER USE OF CERTIFICATION

Any use of the Certificate that may mislead the receivers of technical, commercial or advertising information is considered improper.

In particular, such use is considered improper in the following cases, which consist of a partial and not exhaustive list:

- the Firm misuses some rights of which to the art. 8 of the present Regulation,
- when certification has not yet been granted, or has been suspended or revoked,
- when the Firm modifies the product in a manner that ICIM considers unsuitable,
- when the Firm does not implement a modification of the conditions for grant of certification required by ICIM,
- when circumstances exist that may have a negative influence on the conditions that resulted in the grant of certification,
- when the Firm withdraws from certification.

ICIM, after having verified the improper use of certification, will take the necessary measures to prevent the same and to protect its interests.

11.0 SUSPENSION OR REVOCATION OF CERTIFICATION

11.1 Suspension

Suspension of Product Certification may be decided by ICIM as a consequence of failure to observe the requirements of the Certification Scheme, revealed through Surveillance visits or by other means, as well as for failure to comply with the conditions of the present Regulations.

Notification of the suspension by ICIM to the Firm in question is carried out via registered letter and includes the conditions required for its lifting.
The suspension denies the Firm in question any and all use of the Certificate, in any form.
The suspension will be lifted only when ENERGIA is satisfied that there is full compliance with the requisites for certification.
If the suspension cannot be lifted within a period of 180 (one hundred and eighty) days, ICIM shall revoke the certification.
ICIM’s expenses for the inquiry and/or verifications resulting from suspensions will be charged to the certified Firm in question.

11.2 Revocation

ICIM may revoke product certification for the following reasons:

- serious failure to comply with the requisites deriving from the application of art. 7, 8, 9 and 10 of the present Regulations,
- failure to correct the conditions that led to an eventual suspension within the 180 (one hundred and eighty) day period stipulated in art.11.1 of the present Regulations,
- repeated failure to comply with the obligations agreed upon with ICIM to remedy the discrepancies with the requisites that have been identified and specified as part of the Surveillance activity,
- persistence of non-payment of amounts due for more than a month after having received notice from ICIM via registered letter,
- other serious breaches of Regulations,
- bankruptcy or liquidation of the Firm in question.
- rejection by ICIM of the modifications referred to in art. 13.2 and 13.3 of the present Regulations.

The decision to revoke certification is communicated by ICIM via registered letter with return receipt.

Following a revocation, the Firm has to:

- return the original Certificate,
- not utilise any eventual copies or reproductions of the Certificate,
- eliminate any reference to or symbol of the Product Certification from all technical documentation and advertising material,
- in the case of a Certificate of Conformity with Authorisation to Use the ICIM Conformity Mark, to cease using the ICIM Conformity Mark,
- to finish producing or stocking the product in question at the Firm’s Production Units and/or storage facilities within the date indicated by ICIM, subsequent to the revocation.

In addition, ICIM cancels the Firm from the Register referred to in art. 5.5.5. of the present Regulations and carries out the communications actions it deems opportune, as well as defining the protective actions to be taken, such as:

- issuing the Firm an authorisation for a brief period, sufficient to distribute the products covered by the Certification,
- in the case of Certificate of Conformity with Authorisation to Use the ICIM Conformity Mark, the removal of the ICIM Conformity Mark from all the products in storage and, where possible, also from those in the possession of resellers/concessionaires,
- other suitable actions, depending on the specific conditions of the revocation.
The Firm whose certification has been revoked by ICIM may submit a new Application for Certification after a period of 1 (one) year from the date of the revocation and only after demonstrating that the measures required by ICIM have been taken, in order to avoid the recurrence of the discrepancies that resulted in the revocation.

12.0 WITHDRAWAL FROM CERTIFICATION

A Firm may withdraw from the Product Certification it has obtained:

- due to the cessation of production of the product(s) covered by the certification in the Production Unit(s) indicated in the Application referred to in art. 5.1 of the present Regulations,
- upon expiration of the Certificate’s validity and after having provided official notification in compliance with the modalities specified in art. 7.3 of the present Regulations,
- following the rejection of the modifications specified in art. 13.1 of the present Regulations.

In the last case, the withdrawal becomes effective 90 (ninety) days after the reception of the notification of rejection sent by the Firm. Said notification must be sent by the Firm within 30 (thirty) days of the reception of the notification from ICIM of the modification of the conditions for grant of certification or of the Firm’s notification of the proposed modifications.

In the case of a discontinue production, the withdrawal is effective immediately, beginning with the date on which the Firm communicates the same in writing via registered letter with return receipt.

A Firm that withdraws from certification is obliged to carry out all of the actions described in art. 11.2 of the present Regulations.

Subsequent to a Firm’s withdrawal, ICIM may take actions concerning the product in question, analogous to those described in art. 11.2 of the present Regulations.

The Firm’s withdrawal also involves:

- its cancellation from the Register described in art. 5.5.5 of the present Regulations and the consequent actions,
- the rejection of any Application submitted by the same Firm for the same product or service before a period of 2 (two) years has elapsed after the date of withdrawal from certification.

13.0 MODIFICATION OF THE CONDITIONS GOVERNING THE VALIDITY OF THE CERTIFICATION

13.1 Modifications by ICIM

In the case that ICIM modifies the conditions resulting in the grant of certification due to changes in:

- the reference standard applicable to the product and/or to the Specific Regulations,
- the present Regulations,
- the fees.

ENERGIA shall promptly notify the Firms listed in the Register of Firms in possession of ICIM Product Certification, as well as those that have presented an Application for Certification, by means that ensure the correct transmission of the communication. The Firms are required to adjust to the new requirements within the period indicated and judged most opportune by ICIM, depending on the magnitude and nature of the modifications required.

If it finds the modification(s) unacceptable, a Firm may withdraw from certification, as long as ENERGIA is notified in compliance with the modalities indicated in art. 12 of the present Regulations.
ENERGIA reserves the right to verify the certified product’s compliance with new normative requirements, through the repetition of Inspection and/or Product Tests on new samples or a request for new drawings and/or models.

All expenses for any eventual verification required are charged to the Firm.

13.2 Modifications of the product or the service by the Firm

A Firm that intends to modify:
- the certified product or service,
- the production process,
- the equipment of production and testing,
- the Quality System,

in such a way as to influence the product’s conformity with the applicable Certification Scheme, must immediately notify ICIM.

ENERGIA shall then:
- verify the compliance of the modifications with the requisites of the Specific Regulations;
- notify the Firm in writing, within 30 (thirty) days of receiving notification from the same, of the eventual necessity of repeating, completely or partially, the verifications specified in art. 5.2, 5.3 and 5.4 of the present Regulations;
- In the case of a Certificate of Conformity with Authorisation to Use the ICIM Conformity Mark, the Firm agrees not to use the ICIM Conformity Mark for the products produced under the modified conditions until ENERGIA has reached a decision regarding the necessity of issuing a new certification or an extension of the current one and has issued it;
- notify the Firm of its rejection of the modifications in question, according to the conditions specified in art. 11.2.

In the case that the Firm does not accept ICIM’s decision, it can withdraw from certification, as long as it so notifies ICIM, according to the modalities specified in art. 12 of the present Regulations.

All expenses for the new verifications shall be charged to the Firm.

13.3 Other modifications

Organizational and/or corporative modifications or changes of ownership of the Firm do not affect the continuance of certification, as long as:
- ICIM is promptly informed of said changes in writing,
- ENERGIA verifies that the modifications are in compliance with the applicable Certification Scheme.

All expenses for the verifications carried out by ICIM are charged to the Firm.

14.0 CONFIDENTIALITY

All the documents (documentation, letters, notifications, etc.) and the information concerning certification, beginning with the Application for Certification, are considered confidential and access to the same is therefore regulated by the provided procedure.

All ICIM personnel, at all levels of its organization, as well as the external personnel involved in the activities of inspection, surveillance, testing and certification, who, during the carrying out of their
duties, become aware of the contents of said documents and of any other information concerning the firms with which ICIM has or has had a certification Agreement, are obliged to maintain such knowledge confidential.

In the event that the law should require the disclosure of information to the Authorities, ICIM will notify the Firm in question of the information it has released.

When so instructed by a Firm, ICIM shall consider itself irrevocably authorized to communicate the reports, test reports, certificate and any other information to a third party, in accordance with the applicable legislation governing disclosure of confidential information.

15.0 ECONOMIC CONDITIONS

15.1 Fees

All fees for tasks performed by ICIM are specifically defined for each Certification Scheme.

The Firm has the right to withdraw from certification according to the modalities indicated in art. 12 of the present Regulations; if the Firm does not withdraw, ICIM shall apply the modified fees.

During the warning period specified in art. 12 of the present Regulations, a Firm that exercises its option to withdraw from certification shall be charged the fee amounts, specified in the offer, preceding the modifications.

Each request for re-issuance of the Certificate, with the exception of renewal, shall require a supplementary fee, in accordance with the modalities specified in the offer.

The amounts do not change until the end of the intervention, except for particular conditions (additional tests, etc.); in case of annual surveillance these amounts can have periodic updating.

15.2 Payment conditions

The fees for the activities regarding certification must be paid to ICIM according to the modalities and times specified in the offer.

The amounts specified in the offer have to be paid according to as established in the same offer, except for Application whose amount must be corresponded to its presentation. In case of Complaints the amounts must be corresponded contextually to its dispatch.

Besides, in the case of breaches and/or delays in the payments from the Firm happened during the contractual relationship in progress, ICIM is authorized to send forth invoices with modality of payment to direct replacement, before effecting the activity of surveillance foreseen by the same contract. The invoices must integrally have settled within the beginning of the single activities of surveillance.

Failure to comply with the above-mentioned obligations shall result in ICIM’s sending a warning letter, followed by revocation of the certification in accordance with the procedure indicated in art. 11.2 of the present Regulations.

The invoice will be issued at the end of the single activities, except other accords specified in the offer.

On December 31\textsuperscript{st}, all the activities of the year still in progress will be, in every case invoiced, keeping up of the progressive of the intervention.

16.0 COMPLAINTS AND CLAIMS

A Firm applying for or already in possession of certification may protest the decisions made by ICIM, presenting the reasons for its dissent within 30 (thirty) days of receiving notification of such decision(s).
ICIM shall study the complaint and express its opinion within 90 (ninety) days after receiving the relative notification.

Claims can be send to ICIM from the Firm that has obtained the certification or from the customers of the same Firm, from accreditation bodies and/or from everybody interested to the certification.

In the case of written claims, ICIM confirms the reception of the same in writing and undertakes to answer in 60 (sixty) days from the date of receipt.

17.0 DISPUTES

Any and all controversies or disputes that may arise between the parties, directly or indirectly, regarding the application or the interpretation of the ICIM Regulations and which cannot be resolved amicably by the parties involved shall come under the exclusive jurisdiction of the Tribunal of MILAN.