ICIM General Regulation for provision of services

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SUMMARY

1.0 PURPOSE AND FIELD OF APPLICATION 3

2.0 REFERENCES 3

2.1 Input documents 3

3.0 DEFINITIONS 3

4.0 GENERAL CONDITIONS 6

4.1 General Information 6

5.0 CONFIDENTIALITY AND PROTECTION OF INTELLECTUAL PROPERTY 8

5.1 General Information 8

5.2 Informative note regarding treatment of personal data (pursuant to art.13 Italian Legislative Decree No.196/2003) 8

6.0 RIGHTS AND RESPONSIBILITIES OF ORGANISATIONS IN POSSESSION OF CERTIFICATION 10

6.1 General 10

6.2 ICIM mark 10

6.3 Renewal of Certification 11

7.0 ECONOMIC CONDITIONS 11

7.1 Rates 11

7.2 Conditions of payment 12

8.0 CHANGES TO CERTIFICATION VALIDITY CONDITIONS 12

8.1 Changes to the certification scheme 12

8.2 Changes of the Organisation 13

9.0 IMPROPER USE OF CERTIFICATION 13

10.0 SUSPENSION, WITHDRAWAL, REVOCATION 14

10.1 Suspension 14

10.2 Withdrawal 15

10.3 Revocation 16

11.0 APPEALS AND COMPLAINTS 17

11.1 Appeals 17

11.2 Complaints 17

12.0 DISPUTES 17

13.0 PRESERVATION OF DOCUMENTS 17

ICIM SpA a socio unico
Piazza Don Enrico Mapelli, 75 - 20099 Sesto San Giovanni (MI) - Tel. +39 02 725341 Fax +39 02 72002098 - www.icim.it - info@icim.it
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1.0 PURPOSE AND FIELD OF APPLICATION

The purpose of this document is to define the General Conditions that govern the service delivered by ICIM S.p.A. (ICIM) - Certification Body (CB) and that are accepted by the Organisation or the Professional through acceptance of the relative offer. Herein, unless noted otherwise, the term Organisation also refers to Professionals.

The delivery conditions of the various Services are described in the specific Regulations, which integrate with this document and represent the contractual document.

2.0 REFERENCES

2.1 Input documents

Standards and documents valid at the date of issue of this document

UNI CEI EN ISO/IEC 17000	Conformity assessment - Vocabulary and general principles
UNI EN ISO 9000	Quality management systems -- Fundamentals and vocabulary
UNI CEI EN ISO/IEC 17020	Conformity assessment - Requirements for the operation of various types of bodies performing inspection
UNI CEI EN ISO/IEC 17021	Conformity assessment - Requirements for bodies providing audit and certification of management systems
UNI CEI EN ISO/IEC 17024	Conformity assessment - General requirements for bodies operating certification of persons
UNI CEI EN ISO/IEC 17025	General requirements for the competence of testing and calibration laboratories
UNI CEI EN ISO/IEC 17065	Conformity assessment - Requirements for bodies certifying products, processes and services

3.0 DEFINITIONS

- **Organisation**

  A subject that will appeal to ICIM for the certification of products, services, management systems, professionals, based on voluntary or regulated requisites.

  In the field of regulated certification this term is often replaced by Manufacturer which is also used to identify a subject that places its finished product on the market with its own name, trademark or other distinguishing sign on the product or its packaging, as the manufacturer of the product or exercising just a business. Also in the field of regulated certification, Organisation or Manufacturer can also be replaced by Authorised representative, identifying a subject established within the European Union who has received a written order from the Manufacturer to perform the obligations and formalities connected to EU Directives or Regulations in its name, in full or in part.

- **Certification Body (CB)**

  The body carrying out the Certification of Conformity and drawing up the certificates, records and reports.

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- **Notified Body (NB)**

  A conformity assessment body, notified by a Member State to the Commission and the other member States, authorised to perform duties of conformity assessment on third parties, pursuant to the European Union harmonisation legislation. Notification is granted for specific Directives, European Regulations or harmonised standards. In this Regulation or specific Regulations, that which has been set forth for CBs also applies to NBs unless specified otherwise.

- **National Accreditation Body (NAB)**

  The sole body in a Member State that has been authorised by the said State to perform accreditation activities (Reg. EC No. 765/2008 Chapter 1, Art. 2, Paragraph 11).

- **Certification**

  Certification issued by a third party for the conformity of products/processes/systems or individuals (ISO/IEC 17000:2004). This Regulation, unless specified otherwise, uses this term in the broadest sense possible (i.e. it may be a certificate, an attestation, a record, a report, etc.).

- **Certification scheme**

  The set of rules, procedures and activities carried out by ICIM to certify the conformity of systems/services/products/professionals/processes.

  The certification schemes developed by ICIM are identified by the acronym SCyxxxx, where y defines the relative Area of Business (AB) (S – Systems, PE – Product and Energy, I – Inspections (Supply Chain), P – Personnel (Professionals)) and xxxx defines the specific scheme. The certification schemes refer to one or more specific regulatory documents. The said regulatory documents, if not pertaining to a specific national, European or international reference standard or a specific technical specification governed by national laws, European directives or regulations, are developed by Work Groups, composed of technicians from the ICIM List of Expert Technicians and/or by external expert technicians, which may include the parties concerned in the Certification.

- **Accreditation**

  Attestation by a NAB certifying that a given conformity assessment body fulfils the criteria established in the harmonised standards and, when appropriate, every other additional requisite, including those defined in the relevant sector programmes, to perform a specific activity of conformity assessment (Reg. EC No. 765/2008 Chapter 1, Art. 2, Paragraph 10).

- **Qualifications**

  Level of education, instruction-training and work experience proven, where applicable.

- **Standard document**

  The technical document containing voluntarily-applied technical specifications, set forth by agencies and organisations based on the results of experience and technological development. The technical standards are also standard documents.

  The standard document, if it has been developed and used by ICIM for one or more certification/s, will be made available to the public by ICIM itself.

  The standard documents contain provisions that can be in the form of:

  - a declaration providing an information,
  - an instruction that establishes an action to be carried out,
  - a recommendation that represents a warning or guideline,
  - requisite/requirement that defines the needs to be fulfilled.

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- **Technical standard**

  Technical standards or standards are technical documents with the following characteristics:

  - they contain voluntarily applied technical specifications, i.e. not regulated/binding;
  - they are processed through the consent of the stakeholders: producers, public administration, users and consumers, research centres and laboratories, boards and professional societies;
  - they are based on the results of experience and technological development according to the principle of the state of the art;
  - they are approved by a recognised regional, national, supranational or international standardising body;
  - they are available to the public.

  When there is no technical standard, it is possible to use an appropriate standard document as a certifying reference.

- **Technical standard Project**

  A technical document containing voluntarily applied technical specifications, prepared through the consent of the stakeholders (producers, public administration, users and consumers, research centres and laboratories, boards and professional societies, certification bodies) based on the results of experience and technological development.

  The standard project is in the approval stage with a national, regional or international standardising body.

  Draft standards are available to the public on specific request.

- **Laws**

  The term law has various meanings, including source of legal rule and legislation.

  Legal rule refers to a legislative precept, with the capacity to determine, usually stably, the general legal system (i.e. the law). A legal rule is a proposition aimed at establishing a shared conduct according to values within a social group, and accordingly defined as normal. It is aimed at governing the conduct of single elements belonging to a group, to ensure its survival and pursue objectives that it considers as pre-eminent.

- **EU Directive and Regulation**

  A Directive is one of the act of the European Union law that the European Parliament, in partnership with the Council of the European Union, can adopt to perform duties set forth in treaties, pursuing an objective of harmonisation of the standards of the Member states. In order for a directive to be compulsory, it must be implemented by a specific law by the single Member state.

  A Regulation of the European Union is a act of the European Union law described as: «The regulation has a general scope. It is compulsory in all its elements and directly applicable in each Member state» (art. 288 paragraph 2 TFUE). It is a binding legal act, directed not only at the member states, but at individuals as well.

- **Contractual document**

  Agreements between ICIM and the Organisation to produce legal effects, and therefore a legal act. Regulations, Certification schemes, the Application for certification, the offer, etc, are all contractual documents.

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- **System**

  A system is a set of rules and procedures, defined in a recognised international standard, that an Organisation can apply with the aim of achieving defined objectives. ICIM certifies Organisation conformity with the requisites of the internationally recognised standard.

- **Product**

  The result of the Organisation's activity, which must be compliant with pre-established specifications, national or international standards and requisites that are either provided by a Customer or that are internal to the Organisation, or by other identified documents. ICIM certifies conformity of the Organisation's products with the requisites set forth in the standards.

  In this Regulation, the term "Product" is also assigned the meaning of product or homogeneous group of products belonging to the Certification Scheme which is the object of the Application for Certification and of the Contract, in the models and variations defined therein. The Product can be tangible or intangible (service, process, etc.).

- **Service**

  The result of the activities of a subject, which can be an Organisation or a single individual, which delivers activities aimed at fulfilling customer needs, on its own behalf and under its own responsibility. ICIM certifies conformity of the Organisation's services with the requisites set forth in the standards.

  In this Regulation, the term "Service" is also assigned the meaning of service belonging to the Certification Scheme which is the object of the Application for Certification, in the ways and variations defined therein.

- **Inspection**

  The examination of a product, a process, a service, according to the general requisites set forth in the standards (identified by standards, standard documents, laws) or defined by the stakeholders. ICIM carries out inspections to check conformity of the Organisation's products, processes, services, in relation to the standard requisites or the stakeholders.

- **Professional**

  An individual who performs work activities in an organised, regular and on-going basis for the purpose of income, according to the requisites defined by standards, standard documents, laws. ICIM certifies conformity of the Professional with standard requisites.

4.0 GENERAL CONDITIONS

The ICIM certification services are available for any Organisation requesting them, in observance of this Regulation and the Specific regulations.

The Committee for safeguard of Impartiality (CI) supervises the application of this Regulation and the Specific regulations, which represents the parts involved in certification.

The Organisation is responsible for conformity with the requisites for certification and is the sole body responsible for observance of all the provisions set forth in European Union, national or local laws, of the technical standards and fulfilment of the obligation deriving thereof.

4.1 General Information

The Organisation requesting the intervention by ICIM must:

- accept the sales offer, in its entirety;

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- accept the conditions set forth by this Regulation and by the Specified regulations;
- pay the fees set forth in the offer for the delivery of ICIM's services, according to the methods established therein.

Acceptance of the offer binds the Parties until the expiration date of the certificate (see chapters 7, 8, 9 and 10).

The said Organisation must guarantee ICIM free access to the areas, information and documentation required to perform the scheduled visit, to identify and/or take product samples (when applicable).

This right to access is extended, when applicable, to personnel from other agencies (public or private) accompanying ICIM for accreditation and/or for agreements of mutual recognition, otherwise it will not be possible to grant certification or it will be suspended following non-fulfilment of this obligation.

The Organisation must ensure that all necessary safety measures are taken in terms of work conditions, the workplace and the installations when verifications/Inspections are taking place. When applicable, the Organisation must inform ICIM of every danger or risk, current and/or potential, that can be associated to the visit and to the test samples.

ICIM is responsible for assessing the necessary objective evidence as the basis for its resolutions. ICIM also:

a. agrees to carry out an assessment of conformity of the system/process/product/professional in relation to the standard/reference standard document, and in case of a positive result, to issue the relative document certifying conformity. ICIM therefore does not hold any obligations in terms of a positive result of the verification, or in terms of issuing the document certifying conformity;

b. agrees to perform certifying and inspection services with due competence and skill, only being liable towards the Organisation in case of proven negligence. In consideration of the function and the nature of the inspection, assessment and certification activities, ICIM's liability in terms of non-fulfilment of contractual standards, relative to each complaint of the Organisation for loss, damage or expenses of any kind or nonetheless arising, with the exception of cases of wilful misconduct or gross negligence i.e. if the conduct represents a violation of the obligations deriving from public standards, cannot in any case exceed an overall sum as compensation for any damage suffered by the Organisation and deriving immediately and directly from the conduct of ICIM itself, within the limits of 10% of the value of the overall damage suffered by the Organisation and nonetheless by a maximum amount of 2 (two) times the sum of the amounts due or commissions payable for the specific requested service. However, ICIM will not be held in any way liable for indirect damage or losses, special and/or consequential to the Organisation, including loss of profits;

c. it 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 causing the claim. Equally, ICIM will, in no way, be held liable for not carrying out a requested service if not claimed according to the same terms;

d. if it 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.

The activities of verification of compliance performed by ICIM, according to standards or standard documents, certifying conformity with the requirements specified in the standards applied. Within the binding (EU Directives and Regulations), the verification activities attest to compliance with applicable legislation limited to objects and the scope defined on the certificate issued by ICIM to the Organization.

ICIM activities are in any case carried out for sampling, and are not substitute of the checks of bodies in charge of control and the bodies responsible for market surveillance, so would not constitute evidence

of full compliance with applicable laws (for eg. In the environmental field , safety and occupational health, etc.) by the Organization.

5.0 CONFIDENTIALITY AND PROTECTION OF INTELLECTUAL PROPERTY

5.1 General Information

The information, relative to the Organisations where the services are delivered, that ICIM will learn of as it performs its duties, is considered confidential and therefore access to it is governed by a specific procedure.
ICIM personnel and collaborators who, as they perform their duties, learn the contents of the said deeds and any other information pertaining to the Organisation, that ICIM has a contractual relationship with, are governed by non-disclosure.
Exceptions to this rule are: data, subject to communication and disclosure, defined in the Specific Regulations and in the Scheme Regulations (registers of certified companies, information to Accreditation Bodies, to the Competent Authorities and other Notified bodies for the applicable European Directives), as well as all the information requested by public administrations by law.

5.2 Informative note regarding treatment of personal data (pursuant to art.13 Italian Legislative Decree No.196/2003)

In compliance with Legislative Decree of 30 June, 2003, n. 196, the personal data directly supplied by the Organisation 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.

Specifically, processing is 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 claims, fulfilment of lawful obligations and obligations towards Accreditation and Public Administration bodies in charge, for inclusion in periodic ICIM publications, to carry out statistical calculations and market analyses;

c. carrying out ICIM services information and promotion activities.

If ICIM is duly instructed by the Organisation, it is considered irrevocably authorised to send records, test reports, the certificate or any other information to a third party, in accordance with current applicable legislation on privacy.

Regarding the aforementioned purposes, the data processing can take place using electronic, computerized and manual means, with logic strictly related to the purposes and in order to guarantee the security and confidentiality of data. This may consist of recording, storing, organising, processing, selecting, comparing, extracting, communicating, deleting and destroying the data itself, which will be treated for the entire duration of the relationship, and afterwards as well, to fulfil all commitments required by law.

Conferment of personal data is indispensable to correctly fulfil the contractual agreement, as described in the purpose in points a) and b): refusal to supply them will be cause for ICIM's impediment in carrying out this agreement. For the purpose in points 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 purposes in point c), a manifestation of consent by the Organisation, completely optional, is necessary.

The data can and will be communicated by ICIM, as part of its competence, to the following subject categories: inspection and sales personnel; couriers; bank institutions and financial intermediaries other

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than banks; postal administration; agents, professional firms and consultant agencies that provide assistance services in terms of accounting, fiscal, dispute management and credit recovery; consultants and companies in charge of maintenance of the company's information system; review companies, Public Administrations, bodies or organisations that ICIM is required to communicate data to by law or contractual obligation (i.e.: Ministries, ACCREDIA, CISQ, IECEE, KEYMARK, ISCC, 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 periodic ICIM publications (records, lists, newsletters, etc.) or on the ICIM website.

If no communication contrary to this informative note is given within 30 days, ICIM will consider this as a declaration of consent :

- pursuant to art.23 of Italian Legislative Decree 196 for treatment of the data specified therein.
- pursuant to art. 7 (Right of access to personal data and other rights) of the aforementioned decree, provided in attachment below.

The Data Controller, who also performs data storage, is:

ICIM S.p.A., with registered offices in Sesto San Giovanni (MI), P.zza Don E. Mapelli, 75

The Organisation can, at any time, have access to the data, by asking information from the Data Processor designated to do so. This is for the aims of requesting, for example, update, amendment, integration or cancellation, still with no prejudice to the right to object, for legitimate reasons, to said processing and uses.

Article 7 of Italian Legislative Decree No. 196/2003 is reported below.

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:
   - the source of the personal data;
   - the purpose and means of processing the data;
   - the logic applied in the case that the data is processed using electronic devices;
   - the identity of the Data Controller, the Data Processors, and the designated representative pursuant to article 5, paragraph 2;
   - 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:
   a. updated, rectified or, where relevant, supplementary information;
   b. 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;
   c. certification indicating that notice of the operations referred to under a) and b) has been served, together with their contents, of those to whom the data were communicated or disseminated,

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:
   - for lawful reasons, to the use of his or her personal data, even if relevant to the purpose for which the data is collected;
   - 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.

6.0 RIGHTS AND RESPONSIBILITIES OF ORGANISATIONS IN POSSESSION OF CERTIFICATION

6.1 General

ICIM provides its services to the Organisation that has requested its certification or inspection service.

Also, the effects of the activities or the certificate will be considered as resolved in compliance with art. 1456 of the Italian Civil Code, 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 Organisation has the right to advertise the Certification as deemed fit, as long as it always provides correct reference to the field of application and the limits of the obtained certification.

In the information that the Organisation provides to the customer, it must refrain from erroneously giving the impression that certain services are covered by Certification when in fact they are not included in the applicable Certification Scheme. The Organisation is always required to monitor and block, as needed, the use of improper information by affiliated organisations (suppliers, dealers, customers, etc.); otherwise ICIM will hold the Organisation liable for said abuse. Also, if ICIM receives news about the Organisation's failure to fulfil legislative provisions, ICIM is free to seek information and explanations from the latter.

6.2 ICIM mark

For Certification of Conformity with Authorisation to Use the ICIM Conformity Mark, the Organisation can use the ICIM Conformity Mark on technical, sales and advertising documentation as long as the requisites set forth by ICIM are fulfilled. Specific information in terms of the use of the Conformity Mark are described in the Manual on Use of the ICIM SpA Certification Mark 0260CR and from Certification Schemes SCyxxxx.

Commitments of the Organisation

The Organisation, in possession of certification, must agree to:

- maintain all the conditions whereby certification was granted compliant with the standards, with this Regulation, with the Specific regulations, with the Certification Schemes and the applied standard documents;
- help ICIM personnel or its authorised representatives during verifications/inspections in all established circumstances, and, at all times, guarantee their access to their facilities during work hours, as applicable;
- implement any corrective actions following any discovered discrepancies;
- ensure that all necessary measures have been taken to ensure safety in the workplace and installations while the visits are being carried out, and send ICIM the assessment document of the risks of interference, highlighting the possible risks and the required PPE to perform the activities;

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- store the records of every complaint and the implemented actions, to resolve them, making it possible for ICIM personnel to consult them during verifications/inspections;
- do not use the Certification for any other Production Unit, other than the one mentioned in the Certificate;
- do not use the granted certification if it is suspended, revoked or expired;
- promptly report any disputes with the public administration and/or situations (accidents, emergencies, other) that can affect the maintenance of the certification.

Certification does not relieve the Organisation of its obligations and contractual responsibilities towards its Customers.

6.3 Renewal of Certification

The Certificate is normally valid for 3 (three) years from the date of issue, unless stated otherwise in the specific certification scheme.

The contractual relationship between ICIM and the Organisation is automatically renewed when the certificate expires, unless expressly stated otherwise in the specific certification scheme. Nonetheless, it is admissible for the Organisation to cancel the certification with ICIM via Certified E-mail or Registered Mail with return receipt, on the year it expires and no later than six months prior to the expiration date.

If certification is not cancelled within the term of six months prior to the expiration date, ICIM will plan and implement the required renewal procedures in order to complete them with positive results in time to re-issue the certificate.

To provide a non-exhaustive list, this involves planning the audit, inspections or renewal exams (for the Professionals) in the 6 (six) months prior to the expiration date of the certificate, and nevertheless completion of the said procedures at least two months prior to the expiration date or with enough time to complete them (e.g. durability testing, etc.).

With automatic contract renewal, if the Organisation does not fulfil its obligations required for certificate renewal, ICIM will send a warning via certified e-mail or registered mail with return receipt, providing 10 days to complete the obligations. If after this period of time the Organisation still fails to collaborate, ICIM will consider certificate renewal as waived, with the termination of the contract and charging the Organisation a penalty of 70% of the total sums or commissions payable for issuing and maintaining the renewed certificate. In any case, the Organisation will be required to pay ICIM the price of the audits, tests, inspections or the exams carried out during the renewal phase, according to the prices agreed in the existing contract.

7.0 ECONOMIC CONDITIONS

7.1 Rates

The amounts for the services delivered by ICIM are defined through specific rates for each Certification scheme and delivered service.

The amounts remain unchanged until the intervention is finished, except in special conditions. If, over the course of the intervention, it is necessary to run additional assessments (e.g. repeating partial tests, verifications at sites that were not identified when the application was assessed), the Organisation will receive a new offer and the additional activities will only be carried out if the integration is accepted.

If changes are made to the rates, the Organisation has the right to withdrawal certification, according to chapter 10 of this Regulation.

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During the prior notice phase of chapter 10 of this Regulation, for Organisations making use of the right to withdrawal, the rates stated in the offer, prior to the change, will be applied.

Every request for re-issuing Certification involves the payment of a specific amount, stated in the offer.

In the case of renewal, all the contractual conditions remain unchanged, with the exception of the price of certification which will be updated according to the rates in force.

7.2 Conditions of payment

The sums due to ICIM, for the proposed activities, are established in the offer and must be paid on time, according to the methods set forth in that same document.

The invoice will be issued as stated in the offer accepted by the Organisation.

Payment for activities carried out by ICIM will also be due by the Organisation in case of failure to issue the conformity documents due to lack of requisites, or in case of withdrawal, suspension, nullification.

In case of failed or late payment within the agree terms, ICIM will have the right to apply, pursuant to Italian Legislative Decree 192/2012, the conventional annual interest 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 4% (i.e. Prime rates = 10% yearly; 4% 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 on account of claims, disagreements or compensations which it intends to assert towards it.

The Organisation is also obliged to pay ICIM for any costs necessary for its credit recovery, including legal expenses of any nature.

In the case of non-fulfilment and/or delays in payment by the Organisation which may occur in the course of the existing contractual relationship, ICIM is authorised to issue invoices, with direct transfer as the payment method, before carrying out the following activity. Being understood that the outstanding invoices to date must be paid in full before the beginning of the following activity.

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

Postponing scheduled visits entails the right to charge, as compensation, 50% of the sum due for the scheduled activity, unless the written request for postponement is sent to ICIM at least 10 working days before the notified date of the visit.

Revoking or withdrawing ICIM certification, for any one of the reasons set forth in the regulation, entails full payment, by the Organisation, of the basic rates for any new Application for certification and for the relative assessment.

8.0 CHANGES TO CERTIFICATION VALIDITY CONDITIONS

8.1 Changes to the certification scheme

If the conditions for issuing certification have been changed, such as:

- Regulations and EU Directives, Laws, Standards applicable reference (mandatory changes);
- Regulations, special Rules, applicable ICIM Specifications (ICIM changes);
- Rates (ICIM changes);

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ICIM is required to notify the Organisation, through the most suitable means to highlight the correct transmission.

With changes, the Organisation has 30 (thirty) days to notify non-acceptance to ICIM, otherwise the said changes are considered as accepted.

When the changes are accepted, the Organisation must comply within the term set forth by ICIM in the notice of the changes, or stated in the notices provided by the Competent authorities.

In the case of withdrawal due to changes in rates, during the prior notice phase established by this regulation, for Organisations making use of the right to withdrawal, the rates stated in the offer, prior to the change, will be applied. In case of withdrawal of the Organization to the mandatory certification related to Regulations and EU Directives and to Law for non-acceptance of the tariff changes, ICIM will agree with the Organization a reasonable transition period to another CB notified before withdrawing the certificate, maintaining the rates quoted in the offer prior to the changes.

ICIM reserves the right to verify the conformity of the suitability of the Organisation's system/process/product/service/professional/validated declaration with the mandatory changes and ICIM amendments (excluding Rate) through assessments of documents, repeating verification visits and/or type testing on new samples or requesting new drawings and/or models, integrations of exams, etc.

The expenses for any verification activities are charged to the Organisation.

8.2 Changes of the Organisation

Certification can be maintained with organisational changes, changes to the company name or changes in ownership of the Organisation, as long as ICIM:

- is promptly informed in writing,
- has ensured that the changes are compliant with the applicable Scheme.

ICIM will:

- assess compliance of the changes with the applicable requisites;
- notify the Organisation, in writing and within 30 days of receiving the notice, of the need for any verification activities to be repeated, completely or partially, as described in the applicable specific Regulations;
- send notice of non compliance of said changes in relation to the requisites.

In this case, the expenses for the new assessments are charged to the Organisation.

If the Organisation does not accept ICIM's decisions, it can withdrawal certification.

9.0 IMPROPER USE OF CERTIFICATION

Use of certification is deemed improper when it can dupe the receivers of the information (technical, sales-related, advertising).

In particular, the said use is considered improper when:

- the products are not manufactured according to the technical documentation required by the Directives or other applicable mandatory reference standards;
- certification or validation has not been granted yet, or has been revoked or suspended;
- certification or validation is used or advertised outside of its field of applicability;

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- the Organisation makes changes to its system/process/product/professional/validated declaration that have not been accepted by ICIM;
- the Organisation does not fulfil the requisites of ICIM regulations;
- the Organisation fails to implement a change of the conditions for issuing certification emanated by ICIM;
- there are other circumstances that may negatively affect the Organisation's system/process/product/service/professional/validated declaration;
- the Organisation has withdrawn certification.

ICIM, once it has ascertained improper use of certification, will take due measures to prevent recurrence to safeguard its interests and protect the market, charging any costs to the Organisation.

10.0 SUSPENSION, WITHDRAWAL, REVOCATION

10.1 Suspension

Suspension of certification or validation can be decided by ICIM at its own discretion, following instances of non-observance of the requisites of the Certification Scheme, Regulations and ICIM Specifications, discovered through verification/inspection activities or that ICIM nonetheless learns of.

The following cases are mentioned by way of providing some examples but are not an exhaustive set:

- the discovery of serious non conformities in the system/process/product/service, or in the case of Professional, in the activity that is carried out, and that are not resolved within the times agreed with ICIM;
- the impossibility of conducting verifications/inspections at the required frequency;
- internal restructuring of the Organisation and sites, relative to the field of application of the certification, without notifying ICIM;
- significant changes made to the system/process/product/certified service/validated declaration, that have not been accepted by ICIM;
- refusal to participate in personnel verifications/inspections carried out by the Accreditation Body, public administration and control agencies accompanying ICIM;
- demonstrates that the system/process/product/service or, in the case of Professional, the conducted activity, does not ensure observance of the laws and compulsory regulations applicable to the activities and the site that the certification refers to;
- the discovery of serious and justified complaints notified to ICIM;
- failed payment of any sums due to ICIM, following receipt of the second request for payment;
- any event indicating that the initial conditions that the certificate was issued under are no longer fulfilled, as per applicable, specific Regulations;
- partial interruption of the activity by the certified professional;
- disputes with the public administration and/or situations (accidents, emergencies, other) that can affect the maintenance of the certification.

The Organisation can also ask ICIM, with a motivated request, to suspend certification for given period, generally no longer than:

- 6 months for Management System activities;

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- 12 months for Product activities;
- 3 months for the activities of "Professionals";

and nevertheless no later than the expiration date of the certificate.

ICIM notifies the Organisation of suspension and, when required, the Agencies and Control authorities as well (identified in the applicable Scheme regulations) via Certified E-mail or Registered letter with return receipt, stating the conditions that it can be revoked under.

Following suspension, the Organisation agrees to:

- not advertise certification;
- not use any copies or duplicate of the ICIM certificate and/or ICIM Conformity Mark.

ICIM reserves the right to advertise the said suspension, in cases deemed relevant, through the most suitable means.

Suspension is only revoked when ICIM has ascertained compliance with the certified requisites has been duly restored.

If the suspension cannot be revoked within the expected term, or with suspensions generated by failed payment of sums due, whereby the Organisation fails to clear its debt within the peremptory terms set forth by ICIM in its notices, ICIM will revoke certification.

Costs sustained by ICIM for examinations of documents and additional Verifications/Inspections, due to suspension, are charged to the Organisation.

10.2 Withdrawal

During the course of validity of the certification, the Organisation can only withdrawal the voluntary or regulated certification in its possession for the following reasons:

- discontinuance of production of the certified product at the Production unit that the certification refers to;
- variation in the legislation and the reference standards;
- non-acceptance of variations in the economic conditions of the contract;
- non acceptance of any revisions of this Regulation and Specific regulations.

The withdrawal becomes effective on the date of receipt of written notice of non-acceptance, via Certified E-mail or registered mail with return receipt.

Following the withdrawal, the Organisation agrees to:

- return the original certificate and/or badge into ICIM;
- not use any copies and duplicates;
- eliminate any reference to or symbol of ICIM certification from the headed paper, technical and advertising documents.

With voluntary or mandatory product certification, ICIM will reply to the Organisation via Certified E-mail or registered letter with return receipt notifying acknowledgement of the withdrawal and asking the Organisation to do the following:

- cease marking the product with any reference to ICIM certification;
- notify, within 15 days of the date of the withdrawal, the amount of product in stock in the facilities and warehouses marked with the reference to ICIM as the Certifying Organism, whether regulated or voluntary;

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- ensure the said products are used within the term agreed with ICIM.

On the other hand, on ICIM's behalf, the withdrawal to certification entails:

- cancellation of the Organisation's specific certification from the Register of certifications;
- the annotation, in the Register of certified products, that the Organisation's products are no longer certified from the date of the withdrawal;
- when applicable, notice to the Agencies and Control authorities of the Schemes (identified in the applicable, specific Regulations).

10.3 Revocation

Revocation of an Organisation's certification is decided by ICIM following:

- non-observance of the requisites and provisions relative to maintaining and renewing certification, customer rights and duties and improper use of certification;
- failed recovery following suspension;
- repeated non-observance of the commitments established with ICIM to resolve the discovered and reported discrepancies with the requisites;
- continuation of the state of default for more than one month after receipt of the legal warning sent by ICIM;
- non-acceptance by ICIM of the changes, as set forth in chapter 8 of this Regulation;
- termination of the activities that the Organisation obtained certification for;
- bankruptcy or winding-up (except for situations in which the trustee in bankruptcy requests an exception or provides ICIM with a written commitment of payment - partial or total - of the debt within the peremptory terms set by the Organisation);
- undue use of the CE mark, as defined by the EU Directives and Regulations;
- definitive interruption of the activity by the certified professional.

The decision of revocation of certification is notified by ICIM via Certified E-mail or registered letter with return receipt.

Following revocation, the Organisation agrees to:

- return the original ICIM certificate and/or badge;
- not use any copies or duplicates of the ICIM certificate and/or badge;
- eliminate any reference to or symbol of ICIM certification from the headed paper, technical and advertising.

In the case of product certification, whether voluntary or regulated, the Organisation also agrees to:

- cease marking its product with any reference to ICIM certification and, for high risk products, on specific request of ICIM, remove the product Conformity Mark from all the products in stock and/or held by resellers/dealers;
- notify, within 15 days of the date of the revocation, the amount of product in stock in the facilities and warehouses marked with the reference to ICIM as the Certifying Organism;
- terminate said products within the term set by ICIM.

When there are products on the market that have had their EC certification revoked due to defects that can pose a danger to users, ICIM can ask the Organisation to withdraw the affected

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products from the market, and, in any case, informing the Competent authority and other notified organisms. The costs for these notices will be charged to the Organisation.

Also, revocation of certification requires the following of ICIM:

- cancellation of the Organisation's specific certification from the Register of certifications;
- the annotation, in the Register of certified products, that the products are no longer certified from the date of revocation;
- notice to the Agencies and Control authorities of the Schemes (identified in the specific Regulations);
- non-acknowledgement of any Application for new certification presented by the Organisation, unless following proof that provisions have been implemented in the meantime, deemed suitable by ICIM to prevent recurrence of the non-fulfilment that led to revocation.

11.0 APPEALS AND COMPLAINTS

11.1 Appeals

The Organisation or any other stakeholder can appeal against ICIM's decisions, presenting the reasons for their dissent via Registered mail with return receipt or Certified E-mail within 30 days of the date of notice of the decision.

Within 15 days of receipt, ICIM confirms acknowledgement of the appeal in writing and examines it, expressing its assessment within 90 days of the date of receipt. The appeal is managed by ICIM personnel different from that involved in the decision / activities under appeal.

Any costs relating to the appeal are charged to the appealer - according to current rates - if the appeal is dismissed.

11.2 Complaints

Complaints can be presented by the Organisation or any stakeholder. With written complaints, ICIM confirms receipt, in writing, within 15 days of receipt. ICIM examines the contents, keeps the Organisation informed of the progress of the case, resolves it and notifies the parties in writing, as promptly as possible. The complaint is managed by ICIM personnel different from that involved in the decision / activities under complaint.

12.0 DISPUTES

Every and any dispute arising between the parties, directly or indirectly, in the execution, application or interpretation of the clauses of this Regulation, which cannot be resolved amicably between the parties, will be taken exclusively to the Court of Monza.

13.0 PRESERVATION OF DOCUMENTS

The documents processed by ICIM are filed at the ICIM facilities or in designated areas. The said documentation, if relating to Certification (Application, reports, etc.) is normally kept for the minimum duration of 10 years. In other cases, the term is set in the specific procedures.

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