



AREAS

Certificazioni

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NOTE: in case of discrepancies, the Italian version of this document prevails

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1. SUBJECT OF THE ACTIVITY

These General Contractual Conditions defined by AREAS Certificazioni Srl govern the methods, terms and conditions that rule the provision of all the services offered to the Customer in particular:

- product, service and process certification
- certification of people's skills
- quality systems certification
- inspection
- test and analysis carried out in the laboratory and / or carried out in the field
- training.

As regards ISO / IEC 17020, AREAS is to be considered a Type A inspection body.

Unless otherwise agreed in writing with the individual Customer, all service provision contracts stipulated by AREAS Certificazioni with the Customer are governed by the General Contractual Conditions which form an integral and substantial part of each offer and / or contract.

Please refer to the individual applicable Regulations (PED, WEL, etc.) for the definition of rules and methods for providing the certification service implemented by AREAS Certificazioni Srl.

The General Contractual Conditions are published on the AREAS Certificazioni website, updated to the latest revision applied. This document is valid from the date of accreditation of AREAS Certificazioni.

2. METHODS OF CARRYING OUT THE ACTIVITY

AREAS Certificazioni, following a request from the Customer, draws up an offer proposal, reporting in the document a detailed technical indication and the relative economic amounts.

With the acceptance and signing of the offer by the Customer, the General Contractual Conditions are also considered adopted and accepted starting from the date shown on the document.

If the offer documents contain different economic conditions from those illustrated in this document, the conditions shown in the offer prevail.

The amounts applied are calculated on the basis of considerations made by AREAS by comparing the values shown in a tariff rate table with the customer's request and any documents sent by it. The tariff is defined by AREAS Certificazioni, approved by the Technical Director and submitted to the impartiality safeguard committee which must ensure that AREAS Certificazioni activities are always offered without discrimination to all potential customers.

AREAS Certificazioni can also adopt discount policies with respect to the amounts shown in the price list which will be formalized and documented either by the Scheme Manager up to a certain threshold or directly by the Technical Director.

The Customer can request, by means of a written request signed by his legal representative, information regarding the rates applied by AREAS Certificazioni but only in relation to the service that is the subject of the offer; in the letter of request, the legal representative of the Client must contain evidence of the Client's commitment not to disclose the information obtained to third parties.

AREAS Certificazioni only provides the service indicated in the offer to the Customer and, therefore, any other service or activity that the Customer requests from AREAS Certificazioni must be governed by a specific contract to be stipulated ad hoc.

3. USE OF EXTERNAL RESOURCES

AREAS Certificazioni checks with care and professional diligence as regards the selection and assignment of its personnel, and, if in the performance of the Services it delegates all or part of the activity covered by the requested services to third parties, it assumes directly towards the Customer responsibility for the work of their auxiliaries and suppliers.

The Customer agrees that AREAS Certificazioni may entrust its auxiliary third parties with the performance of the activity indicated in the contract, in whole or even in part, guaranteeing the qualification necessary for the provision of the services.

AREAS will transmit to these subjects the information relating to the Customer whose knowledge is necessary for the provision of the services which are required to comply with all the duties imposed on AREAS Certificazioni, including those relating to independence and confidentiality.

4. FUTURE CHANGES

AREAS Certificazioni has the right to make changes to the General Contractual Conditions described here by issuing a new document with a revision subsequent to the previous one which will be published on the AREAS Certificazioni website, replacing the previous one. The changes related to the new revision will be highlighted through the sidebar, different font color, with the possible addition of styles (italics / bold) or effects (underlined / strikethrough / ...), or other.

The Client acknowledges and accepts that AREAS Certificazioni has the right to modify the services in order to satisfy the requirements of the applicable law on the subject provided that such modifications do not materially affect the nature and the whole of the services.

Following the publication, AREAS Certificazioni will apply the new revision of the General Contractual Conditions to all subsequent offers.

It will be the Customer's responsibility to verify the revision published on the AREAS Certificazioni website at the time of renewal of the contract.

It should be noted that the new revision of the General Contractual Conditions will also be used:

- for the renewal of a contract,
- by the express will of the parties (AREAS Certificazioni and Customer),
- by tacit renewal if the Customer has not provided cancellation within the times and methods indicated by AREAS Certificazioni

5. ORDER AND CONTRACT

By signing the offer, the Customer demonstrates that he accepts the order which will thus constitute the contract for the services contained therein, also accepting these General Contractual Conditions and the provisions of the Technical Regulations possibly referred to in it and respecting them for the entire duration of the contract.

6. DURATION OF CONTRACTS

The contracts signed by AREAS Certificazioni and by the Customer may have different duration depending on the type of service offered. It remains valid that any other indication contained in the offer document prevails over what is indicated below.

Contracts may have a validity that:

- it stops automatically at the end of the activities;
- it is renewed at the end of the activities, with a new written agreement between the parties;
- it is tacitly renewed upon expiry if the Customer does not communicate the withdrawal within the time and in the manner provided for by the conditions applied, or
- it is tacitly renewed upon expiry if AREAS Certificazioni does not communicate the contractual interruption within the times and in the manner provided for by the conditions applied.

The following paragraphs describe the different types of contracts in relation to the services offered by AREAS Certificazioni.

6.1. Contracts for inspection activities

The contract relating to inspection activities is valid from the date of signing of the offer by the Customer and is considered concluded with the issue of the related inspection report and / or certificate produced by AREAS Certificazioni. The activity is considered completed regardless of the positive (report / certificate issue) or negative outcome of the inspection conducted.

6.2. Contracts for periodic inspection activities

The contract relating to periodic inspection activities is valid from the date of signing of the offer by the Customer and ends at the expiry of the time period provided for by the periodicity of the same regardless of the result obtained.

Contracts for periodic inspection activities, unless otherwise indicated in the offer document, provide for tacit renewal.

6.3. Contracts for certification activities

The contract relating to the certification activities starts from the date of signing of the offer by the Customer and is considered concluded:

- the achievement of the certificate subject to the conformity assessment of the product or service or process or skills of the natural person (considering the conclusion of the last of any surveillance activities, including extraordinary or unannounced surveillance, provided for in the contract).
- with the negative resolution by AREAS Certificazioni upon the issue of the certificate following the impossibility by the Customer to demonstrate the conformity of the object of the evaluation conducted
- with the renunciation of the achievement of the certificate by the Customer (renunciation *in itinere*).

For contracts for certification activities, unless otherwise indicated in the offer, tacit renewal is not envisaged. The Customer must submit to AREAS Certificazioni an application for renewal of the

certification according to the methods and times indicated in the technical regulations of the single certification scheme requested.

6.4. Contracts for laboratory tests and analyzes

The contract relating to the laboratory testing and analysis activities is valid from the date of signing of the offer by the Customer and is considered concluded at the end of the tests to be carried out at suppliers external to AREAS Certificazioni and with the issue of the related reports or technical reports, regardless of the result obtained.

6.5. Contracts for activities other than the above

The contract relating to services for activities other than those indicated in the previous paragraphs is valid from the date of signing of the offer by the Customer and ends at the end of the planned activities, regardless of the timing required by the same.

The didactic activity covered by the offer signed by the Client is considered concluded at the end of all the training sessions (even if divided into several phases), including the performance of any final exam, if any.

7. RIGHT OF WITHDRAWAL

In the case of contracts for repeatable activities that provide for tacit renewal or not, the Customer has the right to submit a withdrawal, by PEC or by registered letter with return receipt, no later than three months prior to the expiry date of the contract, subject to the completion of all the activities listed therein.

Following the withdrawal for certification activities, however, all the provisions of the contract remain valid for the residual time of validity of the certificate, which are functional to a correct maintenance of compliance with the reference legislation, with particular regard to the right of AREAS Certificazioni to carry out the planned activities or those in any case deemed appropriate if he has reason to believe that such compliance has failed. All the fees agreed for the activities carried out by the same up to the effective date of the withdrawal will therefore be due to AREAS Certificazioni.

The withdrawal of the contract entails the obligation for the Customer, on the expiry date of the certification, to work towards the cancellation of all advertising references and all references on the technical documentation as well as the obligation to return the original certificates.

In the event of a contractual withdrawal by the Customer of an activity that has not yet started, AREAS Certificazioni will charge the same a minimum fee equal to 10% of the total amount of the order in the event of an activity that has never started. In the event of an activity that has only partially begun, the minimum share is equal to 25% to which the entire amount relating to the items of activities already carried out must be added, including any expenses incurred for travel, to cover commercial, operational and administrative expenses incurred.

8. FEES

The amounts applied are calculated on the basis of considerations made by AREAS by comparing the values shown in a tariff rate table with the customer's request and any documents sent by it. The tariff is defined by AREAS Certificazioni, approved by the Technical Director and submitted to the impartiality

safeguard committee which must ensure that AREAS Certificazioni activities are always offered without discrimination to all potential customers.

The payment conditions applied by AREAS Certificazioni, unless otherwise indicated in the offer document, include:

- the payment of the contractual amount at the end of the activities, before the delivery to the Client of the documentation presenting the results
- the payment of the contractual amount 30 days from the invoice made at the end of the activities

The payment methods applied by AREAS Certificazioni provide for the issuance of direct remittance invoices on the coordinates provided on the invoice, unless otherwise indicated in the offer document and/or in the contract.

If the conditions indicated in the offer document and/or in the contract provide for it, AREAS Certificazioni accepts the following payment methods:

- Bank transfer
- Cash order (RIBA)

9. CUSTOMER'S COMMITMENTS AND RESPONSIBILITIES

The Customer undertakes to:

- cooperate fully
- provide AREAS Certificazioni with all the information and documents necessary to allow it to perform the requested services efficiently and correctly
- ensure that the documents, instructions and information delivered to AREAS Certificazioni are reliable, truthful, clear and understandable
- to ensure compliance with all safety requirements at the workplaces where the services will be provided
- to ensure the personnel assigned by AREAS Certificazioni for the provision of services information on the risks in the workplace and on the applicable occupational safety requirements, whether the services are carried out on its own sites or on third-party sites
- provide any additional personal protective equipment for the risks present in the places where access is required and to provide the necessary information / training required for the use of the same and on the presence of the related risks in compliance with their risk assessment report (DVR / DUVRI), it being understood that AREAS Certificazioni personnel who should access the premises and premises of the Customer or the premises and premises of the Customer's suppliers, are equipped with basic personal protective equipment such as safety shoes, high visibility jacket and protective helmet
- provide a copy of the Risk Assessment Document or the Single Document for the assessment of interference risks before carrying out the activities that require the presence of their personnel in the places affected by them. If the activity must take place within a construction site referred to in Title IV of Legislative Decree 9 April 2008, n. 81 the Customer must send the Safety and Coordination Plan to AREAS Certificazioni
- refrain from mentioning, for advertising or promotional purposes, the intervention of AREAS Certificazioni in the absence of a prior written agreement with AREAS Certificazioni or from using the trademarks / logos of AREAS Certificazioni in a manner different from what is agreed from time to time

- relieve AREAS Certificazioni from any liability, cost, burden or expense that AREAS Certificazioni is called upon to bear even towards third parties as a consequence or as a result of actions or omissions carried out by the Customer with willful misconduct or negligence or in the case in which the Customer has violated even just one of the General Contractual Conditions.
- to compensate the Body for costs, claims and causes deriving from the abuse of any certificate, license or conformity mark issued by the Body in accordance with these General Contractual Conditions and the stipulated contract.
- inform AREAS Certificazioni in writing of any involvement in proceedings relating to the application of liability legislation, if such proceedings are inherent, connected or connected to the services that AREAS Certificazioni must provide on behalf of the Customer and recognizes AREAS Certificazioni's right to withdraw unilaterally, even during execution, or, at its option, to terminate the contract; rights to be exercised by registered letter containing a brief indication of the fact or legal proceedings proving the non-compliance.

The Customer acknowledges and accepts that, when AREAS Certificazioni has been informed of these situations, AREAS Certificazioni is obliged to notify the competent accreditation body or, in any case, to give evidence of it during surveillance visits, to allow the " access, to its offices and construction sites, to the staff of AREAS Certificazioni and accreditation / notification bodies.

- not to pay any commission or percentage to AREAS Certificazioni employees and collaborators;
- not to enter into any business relationship with employees or collaborators of AREAS Certificazioni, which could lead to a conflict of interest with the function they hold.
- immediately notify AREAS Certificazioni of all irregular situations detected by the supervisory authorities, as well as any suspensions or revocations of authorizations, concessions, etc., in relation to aspects related to the object of the certification
- immediately notify AREAS Certificazioni of any legal proceedings in progress or in final judgments relating to the subject of the certification, which directly concern the Customer or natural persons representing it, without prejudice to the limits imposed by law
- in case of certifications concerning environmental requirements, immediately notify AREAS Certificazioni of any environmental accidents with long-term impact and/or that have required the intervention of external bodies for the response and/or that we have involved communications to public authorities. AREAS Certificazioni will be able to carry out additional inspection visits and possibly adopt measures to suspend / revoke the certificate, based on the seriousness and impact of the event that has occurred.
- inform AREAS Certificazioni of the name of the consultant and of the natural persons who carry out the activity directly in order to avoid conflicts of interest, communicating any changes that have occurred even after the signing of the contract and up to the time of its complete execution. For lack of communication, AREAS Certificazioni will have the right to withdraw from the contract with immediate effect, retaining the right to obtain the consideration for the services performed up to the time of withdrawal.
- undertakes not to use its product certification in such a way as to discredit the Body and to make statements consistent with the scope of the certification, not deceptive or misleading and authorized

The Customer declares to be aware of the current legislation on the administrative liability of the legal person and, in particular, of the provisions of Legislative Decree 8 June 2001, n. 231.

The Customer guarantees, in relations with the Body, to refrain from any behavior that could expose the risk of registration of judicial proceedings for crimes in relation to which the sanctions provided for in Legislative Decree no. 231/2001 and recognizes, failing that, the right of the Body to unilaterally withdraw, even during execution, or, at its choice, to terminate the contract, rights to be exercised by

registered letter containing a brief indication of the fact or of the procedures judicial evidence proving the non-compliance.

10. RESPONSIBILITY OF AREAS CERTIFICATIONS

AREAS Certificazioni guarantees the utmost correctness and transparency in carrying out the conformity assessment, inspection, testing and training activities, and ensures that its managerial and technical staff are not subject to internal or external pressures of a commercial, financial or other nature, which may negatively affect the work performed.

AREAS Certificazioni grants equally to all entities, public or private, to access its services, without making any distinction on the basis of the Company size, of belonging to any organization or association, or of the number of awards achieved. The only exception is made for entities subject to legal restriction measures, which prevent them from accessing the Body's services.

The personnel involved in the activities of conformity assessment, inspection, testing and training are not involved in activities that could undermine the trust in their independence, impartiality and professional integrity, nor carry out other activities that could compromise the trust in their work.

Furthermore, AREAS Certificazioni does not carry out and does not provide consultancy to applicants in relation to the activities for which it operates as a third party and is not directly or indirectly connected with entities that carry out this activity.

By completing the contractual agreements, AREAS Certificazioni assumes no obligation regarding the positive outcome of the conformity assessment, inspection, testing and training activities.

Except in the event of negligent behavior on the part of its employees or collaborators, AREAS Certificazioni is not responsible for any loss or damage to property, in any way caused during the performance of the assessment, certification or other services to them. concerning.

In the event of negligence attributable to its employees or collaborators in the performance of the services, for any loss or damage for which AREAS Certificazioni may be held responsible, it has taken out a specific insurance policy with ceilings in compliance with the requirements of the regulations in force.

The activities carried out by the Body at the premises and premises of the Customer or the premises and premises of the Customer's suppliers do not introduce risks that are ancillary to those envisaged by the DVR of the same, since these are audit, inspection and / or supervision activities of trial.

AREAS Certificazioni is in no way responsible for any damage resulting from inaccessibility to the services and / or websites hosted or from delays, malfunctioning, suspension and / or interruption either towards the Client or towards third parties directly or indirectly connected to the Client himself. in the provision of the service or if it should not be able to fulfill its obligations due to the occurrence of reasonably unforeseeable circumstances that make the performance impossible.

AREAS Certificazioni undertakes to inform the Customer of any renunciation / revocation / suspension of accreditation / notification / authorization (recognition) in the sector to which it belongs, as well as to support the same in the phase of transition to another accredited / notified / authorized Body.

AREAS Certificazioni will not be liable in any way for any damage caused to the Customer by the renunciation / suspension / revocation of accreditation / notification / authorization; in the aforementioned cases, the Customer has the right to renounce the certification or other activity involved without the need for notice and without additional charges.

11. RESIDUAL PROVISIONS

Any dispute related to these General Contractual Conditions will be devolved to the exclusive jurisdiction of the Court of Pavia.

11.1. Review by internal committees

By signing the offer, the Customer accepts that all the documentation and information provided may be subject to review by the Certification Resolution Committee and the AREAS Certificazioni Impartiality Safeguard Committee.

11.2. Audit by Authorities having cause

The activities carried out by AREAS Certificazioni are subject to periodic checks by the Accreditation Body. On such occasions, the information relating to the services provided to customers may be subject to review by the staff appointed by these bodies. By signing the offer, the Customer accepts that all the documentation and information provided may be subject to such checks and reviews in compliance with the duties of transparency that are proper to AREAS Certificazioni towards these Bodies.

11.3. Negative outcome of the activities carried out by AREAS Certificazioni

The performance of the activities carried out by AREAS Certificazioni can lead to negative results (denial of certification, negative outcome of tests and analyzes, failure to comply with regulatory or legislative requirements, etc.).

In such situations, where it is foreseen, AREAS Certificazioni is obliged to inform the Accreditation Body and the competent Authorities with cause. By signing the offer and / or the contract, the Customer accepts that all the documentation and information provided may be the subject of communications of negative outcome in compliance with the duties that are proper to AREAS Certificazioni towards such Bodies and Authorities.

12. COMPLAINTS AND APPEALS

If a direct customer or an indirect customer of AREAS Certificazioni deems it necessary to lodge a complaint in relation to a service provided or a process, service, product, person or system certified by AREAS Certificazioni, or wants to present an appeal against a decision taken by him, he can send his reasons in writing to AREAS Certificazioni, which will be managed according to the methods indicated in the procedure SGQ-P-02-02.

12.1. Appeals

Appeals against the decisions or actions of the certification body must be presented in writing by registered letter with return receipt or certified e-mail within 15 days of receipt of the deed against which an appeal is to be made.

The Body undertakes to provide information on the progress of the procedure, following a written request.

The acceptance or rejection of the appeal, adequately motivated, will be communicated by the quality office by certified or registered mail with return receipt within 60 days.

The Body will communicate the result of the review and the possible acceptance or rejection of the appeal within 90 days.

12.2. Complaints

The Body takes into consideration written or verbal complaints from its customers or other interested parties; verbal complaints will be formalized by AREAS or by the interested party using the appropriate form.

Complaints submitted anonymously are not taken into consideration.

In the event of a valid complaint, two cases are considered:

- if the complaint refers to the certification activities of the Body with objective administrative, procedural and / or ethical inadequacy, the complaint will be managed by the Technical Director together with the quality manager. The review will be performed on the basis of the information provided and accepted by the complainant and the internal procedures of the Body. If necessary, corrective measures and adequate preventive measures will be implemented.
- if the complaint refers to the activities of the Body in relation to objective technical inadequacy of the product, and / or of the documentation relating to the legislative instrument applied, the complaint will be managed by the Technical Director together with the quality manager.

The Technical Director will send to the manufacturer of the product object of the non-conformity a written communication containing, in addition to the request for corrective measures that must be put into practice, also the times for the on-site verification. The complainant can, at any time, ask the quality manager about the progress of the procedure.

At the end of all activities, the Body will inform the complainant about the result of the procedure.

13. PRIVACY

The Customer acknowledges and expressly accepts that the collection and processing of their data by AREAS Certificazioni is carried out for the purposes strictly connected and instrumental to the management of the Contract or its execution, for purposes related to the fulfillment of legal obligations, Community regulations and legislation and, in any case, in compliance with the provisions contained in the Legislative Decree 30-6-2003, n. 196, in the EU General Regulation on the protection of personal data n. 679/2016 (GDPR) and the information referred to in Article 13 of the Decree and referred to in Articles 13 and 14 of the GDPR that the Customer declares to have viewed on the AREAS Certificazioni website

The privacy policy (SGQ-D-10-08) is available on the AREAS Certificazioni website and the Customer is required to return a counter-signed copy upon signing the contract, to provide consent to the processing of the data provided.

AREAS Certificazioni extends the obligation of confidentiality to all internal and external personnel involved, by adopting appropriate control, management and information storage measures.

The Customer accepts that their data may be stored on electronic archives, in compliance with the security measures provided for by the Decree and the GDPR and that such data will not be disclosed externally except in cases where this will be necessary in compliance with an obligation. of law.

The Body considers the data provided by the Customer confidential by means of the presentation of the documents required for access to the requested services and / or for the performance of the same and extends this obligation to all internal and external personnel involved, also adopting appropriate measures of control, management and storage of information conveyed on computer media.

Confidential information must be made accessible to the staff of the accreditation bodies and notifying authorities or to the regulatory authority having legal right to it. If this authorized personnel access the information, the Body will inform the Customer in writing.

AREAS Certificazioni has the right to communicate or transmit the reports, certificates and other documents or information supports issued by AREAS Certificazioni to any third party where this is required by law and / or regulation or by public authorities having jurisdiction over AREAS Certificazioni or the Customer.

In this case, AREAS Certificazioni will inform the Customer in writing.

In the event that third parties ask for confidential information, AREAS Certificazioni will request written authorization from the Customer.

The Body is also aware of the obligations to guarantee the protection of information and any other material or document owned by the Customer. For example, intellectual / industrial property means any idea, concept, knowledge, patent, project, prototype, industrial information, financial information, etc. This protection does not include information that must be published by law.

The Body operates in accordance with local data protection laws based on the country in which it operates.

14. REVISIONS

Rev.0	07/15/2021	First issue
Rev.1	05/01/2021	Insertion of the reference to the Scheme Regulations
Rev.2	01/28/2022	General review