

# CODE OF PRACTICE

## RULES "Management Systems Division"

AJA Europe S.r.l. member of the A CUBE TIC Group



### 1. COPYRIGHT

These Regulations are owned by AJA Europe S.r.l., member of the A CUBE TIC Group, see § 3 below, as owner of the copyright and related intellectual property rights. This right is regulated by national laws and international treaties on copyright protection. All rights and title are and shall remain with the A CUBE TIC Group including intellectual property rights.

### 2. TERMS AND DEFINITIONS

A CUBE TIC Group: wholly-owned, controlled or jointly-owned business entities.

A CUBE TIC Ltd.: Independent UKAS accredited Certification Body.

AJA Europe S.r.l.: Accredia accredited independent certification body and local/branch office of A CUBE TIC Ltd

Accreditation: formal recognition of a body's suitability to carry out certification of products and/or Management Systems.

Top Management: Group of people who have the authority and responsibility to directly control the Management System at the highest level.

Audit: (or Evaluation Verification) is a systematic, independent and documented process carried out on the organisation to obtain information to determine the extent to which the benchmarks have been met.

Auditor - Lead Auditor: Member or Manager of the Verification Group.

Assessment: Assessment activities.

Agreement: Agreement.

Company, Organisation: Customer signing the offer and the Rules.

Certification: Procedure whereby a certification body certifies in writing that a product, process, service or professional figure conforms to the requirements specified in the legislation.

Certificate: Certificate of conformity to a standard, norm, specification.

Scope: the extent/boundary within which a management system is developed and applied, which generally considers relevant internal and external factors, legal and voluntary requirements, activities performed and products/services provided, operational sites. It is possible that the scope of a management system is broader than that of certification, if this does not affect the ability to achieve the expected results.

Corrective Action: Action aimed at finding and eliminating the causes of existing non-conformities and preventing their recurrence.

Implementation: Translation of a tool, technique, process or methodology from theory into practice.

Non-conformity (NC): Failure of the Quality System to meet a requirement or deviation from reference specifications.

Observation: Signalling a possible improvement.

Technical Committee: Body responsible for issuing / maintaining a certification.

Surveillance: Periodic audit.

Logo: The image and wording representing the A CUBE TIC group and/or the Accreditation Bodies and/or the accredited Independent Certification Body.

Appeal: Request to examine or re-examine a given situation in order to obtain a measure.

Complaint: Formal grievance for an alleged or actual irregularity

Governing Council: Committee that monitors impartiality, objectivity, absence of conflicts of interest - bias, independence, fairness and balance.

ACCREDIA: Italian Accreditation Body

### 3. INTRODUCTION - EXPLANATORY NOTE

AJA Europe S.r.l. is part of the A CUBE TIC group, an organisation present in many countries around the world.

AJA Europe S.r.l. is both the local/branch office of A Cube Tic Ltd and an independent Certification Body accredited by Accredia (0160 MS).

AJA Europe S.r.l. operates according to the following "Management Systems Division" Regulation, which has been drawn up in accordance with the requirements of international accreditation bodies.

The certificates are issued by AJA Europe S.r.l., which remains the holder for the entire period of validity.

### 4. PURPOSE

AJA Europe S.r.l. provides auditing, assessment and certification services for corporate management systems according to, among others, the following Standards:

- Quality Management Systems - ISO 9001
- Environmental Management Systems - ISO 14001
- Food Safety Management Systems - ISO 22000
- Quality Management Systems - Medical Devices - ISO 13485
- Occupational Health and Safety Management Systems - ISO 45001
- Energy Management Systems - ISO 50001
- Business Continuity Management - ISO 22301

### 5. PROFESSIONAL SECRECY

All offices of the A CUBE TIC Group make all their staff sign a specific agreement about the obligation to maintain the utmost confidentiality of information acquired in contacts with the company.

If the regulations require that information be disclosed to a third party, authorisation will be requested from the company itself, without prejudice to cases where this cannot be dispensed with independently of the organisation's authorisation (e.g. Accreditation Bodies).

### 6. ORGANIGRAM

A copy of the organisational chart of AJA Europe S.r.l. concerning its responsibilities and structure will be available upon request.

### 7. GENERAL CONDITIONS

To obtain and maintain the certification issued by AJA Europe S.r.l., the company must sign and comply with the following general conditions:

- 7.1 All the information considered necessary to AJA Europe S.r.l. in order to complete the assessment programme shall be made available by the requesting company (through the "complete and exhaustive" completion of the submitted questionnaire). The information declared will be verified on the basis of the evidence gathered during the audit. The company in any case will be solely responsible for the truthfulness of the information provided (see §§ 19 - 20). AJA Europe S.r.l. is not responsible and shall not be liable for any loss/damage or any event occurring as a consequence of the provision of false, untrue, deficient or omissive information/documents or as a consequence of behaviours and omissions of any party external to AJA Europe Srl.
- 7.2 The company must take all necessary actions to facilitate the conduct of the audit, make available system documentation, records, access to company areas or spaces, data and personnel records, and anything else inherent to the activity and site for which certification has been requested.
- 7.3 If the company does not meet all the requirements necessary to obtain the certification, AJA Europe S.r.l. will inform the company about the aspects responsible for not meeting the requirements.
- 7.4 When the Company proves to have taken corrective action, within the established time limits, AJA Europe S.r.l. will plan, if necessary and through the application of an additional fee, a further Audit only for those parts that cannot be verified through a documental analysis (ref. §§ 10 and 19).
- 7.5 Should the requesting company fail to implement the corrective action within the time limit, it may be necessary to repeat the audit in full. In this case, an additional fee will be charged.
- 7.6 The Certificate of Conformity will refer only to the site(s) under assessment and will relate only to the field of application stated on the Certificate.
- 7.7 Payments shall be made within the time limits set out in the economic offer. In the case of initial certification or renewal, the issue of the certificate is also subject to prior payment by the company of the established fees. Certification will be suspended and withdrawn if payments for surveillance audits are not made.
- 7.8 The applicant company shall allow AJA Europe S.r.l. to conduct the periodic surveillance audits in accordance with what is defined in the economic offer.
- 7.9 In order to demonstrate that the Management Review and Internal Audit activities are being conducted effectively, the certified company must carry out these activities at least once a year.
- 7.10 AJA Europe Srl is responsible for issuing, maintaining, renewing, extending, reducing, suspending and withdrawing Certificates.
- 7.11 The certified company shall strictly adhere to the rules on the use of Certification Marks (guidelines on the use of the Mark) that will be sent with the certificate.

### 8. CERTIFICATION REQUEST AND POSSIBLE DENIALS

Upon receipt of the completed questionnaire from the company requesting certification, an offer will be sent to the company detailing the technical and economic aspects of the proposal.

After receipt of the offer signed for acceptance by authorized personnel of the requesting Company, AJA Europe S.r.l. will plan the Main Audit which shall be performed within 90 (ninety) days, except for possible extensions expressly agreed

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by AJA Europe S.r.l.. Failure to plan the Main Audit or failure to carry it out due to unavailability of the Company shall be considered as early termination of the contract and shall determine AJA Europe S.r.l.'s right to apply and charge the Company the penalty as per § 18, amounting to 30% of the contractual amount.

In the case of transfer of certification from another accredited CB, reference is made in full to what is expressed in document IAF-MD2.

In the case of transfer from another Certification Body, a copy of the applicant company's Certificate and previous Reports with any findings (nonconformities/observations) attached must be provided.

In certain circumstances, as set out below by way of example and not limitation, AJA Europe S.r.l. may refuse to offer certification to an applicant company:

- AJA Europe S.r.l. does not hold the accreditation for the requested certification and the necessary expertise to respond to the request;
- The applicant company is an accredited laboratory for which ISO 17025 is applicable;
- The applicant company fails to provide all the necessary information to enable the three-year certification programme to be accurately defined;
- The applicant company is not a legal entity legally registered in Italy.

## 9. EVALUATION - DISTINCTION OF COMMITMENTS

All audits are carried out following the criterion of sampling the evidence/records produced by the Company. In view of this, certification is issued on the basis of this principle, i.e. on the basis of the positive outcome of the sample audit.

AJA Europe S.r.l., through the contract, assumes the commitment to carry out a conformity evaluation of the company management system in relation to the reference regulation and, once found favourable and suitable conditions, to propose the organisation for the certification. AJA Europe S.r.l. does **not** acquire any obligation or commitment about the favourable outcome of the conformity audit, nor about the issue of the certificate.

Throughout the period of validity of the certificate, the company undertakes to comply, and to remain compliant, with all mandatory requirements and prescriptions deriving from regulations, laws, standards and the like relating to the subject of certification. Certification relates exclusively to the conformity of the company system to the relevant reference standard. The company remains the one and only responsible for its own legislative compliance, being AJA Europe S.r.l. **exempted without exception** from any kind of responsibility and/or burden also of warranty.

The evaluation of the company's management system will be carried out in two stages.

- Stage 1 - to be performed (except for particular situations to be assessed on a case by case basis) at the organisation's operational site. The purpose of this audit is to assess the state of conformity of the Management System with respect to the requirements of the Standard, the operational sites subject to certification and compliance with the enforceable mandatory requirements, including, therefore, the documental analysis of the entire Management System. The outcome of Stage 1 will be communicated to the Company through the transmission of the relative report where any findings will be indicated. The verification of the actions undertaken by the Company to remove the findings is normally carried out during Stage 2, except in the case of significant criticalities that must be removed before Stage 2.
- Stage (Stage) 2 - to be carried out at the organisation's operational site. The purpose of the audit is to assess whether the Company follows, from an operational point of view, the requirements of the Reference Standard and the procedures defined by its Management System. Stage 2 must be performed no later than 6 months after Stage 1, otherwise Stage 1 must be performed again.

If NC are found, the company must allow AJA Europe S.r.l. to verify, in the cases requested and within 3 months from the end of stage 2, the implementation and effectiveness of the corrections and corrective actions proposed by the company for the correct functioning of the management system, also through a further audit at the company (§ 19). Otherwise, certification cannot be issued and it will be necessary to reactivate the certification process/procedure from scratch.

For on-site verifications, it will be the Company's responsibility, where necessary, to provide appropriate personal protective equipment for the Verification Team and to provide all relevant information on personal safety risks.

## 10. CERTIFICATION AND SURVEILLANCE

Following the Audit, the Assessment Team will formalise a proposal for the issue/maintenance/renewal of the Certificate. Should the Team find one or more non-conformities, the issue/maintenance/renewal will be subject to acceptance (and/or verification) of the proposal for corrective action(s) by the Company. The Technical Committee, having assessed the conformity of the evidence gathered during the Audit, will ratify or not, also by requesting integrations or clarifications from both the auditor and the Organisation, the proposal of the Audit Team.

Where appropriate, the Auditor or the Technical Committee may request objective evidence of the actual implementation of the actions proposed by the Organisation.

If no communication is received within 15 (fifteen) days from the date of the Audit or from the receipt of the corrective action proposals - where applicable - such report shall be deemed adequate and accepted and AJA Europe shall then issue the Certificate. This document remains the property of AJA Europe Srl. However, copies of the Certificate are permitted for the purpose of making customers aware of the Certification. The **validity of the certificate is three years, unless otherwise stated, and will automatically expire on the expiry date stated on the certificate, unless renewed** (§ 11).

Maintenance of Certification is in any case subject to the positive outcome of the Surveillance Audits provided for in the contract and to a complete review of the Management System every three years. These Audits are performed according to the periodicity (six-monthly or annual) defined in the offer model and the three-yearly programme.

The 1st surveillance audit shall be performed within 12 months from the date of the decision to issue the certificate. Subsequent surveillance audits shall be performed once a (calendar) year.

The audit plan will be set out in the Triennial Programme, compiled by the responsible assessor, delivered to the company following the conclusion of the certification/renewal audit, confirmed at each surveillance audit and approved by the Certification Manager.

The certified company will allow free access to facilities, personnel and records and will be informed of the results of surveillance visits. The certified company will be promptly informed of the results of each audit.

The Supervisory Visits will be announced to the Company in advance. If the Organization, in the term of less than 5 (five) working days prior to an already planned visit, asks for its postponement AJA Europe S.r.l., except for the cases determining the suspension of the Certification, has the right to charge the Company, in addition to the cost foreseen for the audit, an additional amount equal to 30% of the same.

The Company shall keep a record of all customer complaints regarding the activities reported in the scope stated on the certificate and shall make it available to AJA Europe S.r.l. upon request (cf. § 21).

In accordance with the international standard that regulates our sector (ISO 17021), it may be necessary to perform audits that are not included in the three-year schedule, which will be communicated at short or no notice in relation to the normal maintenance visits (**SHORT NOTICE AUDIT**).

Such a situation could occur:

- following the receipt of complaints involving the organisation;
  - following news of changes in the company's characteristics that could cast doubt on the effectiveness of the previously certified management system (changes related to organisational, management, legal, operational site, processes, etc.);
  - to remove suspensions of the validity of certification previously imposed, or granted.
- AJA Europe S.r.l. shall inform the Company of the technical and economic conditions of the audits in question by means of the audit planning communication.

The Company may not refuse to carry out these checks, under penalty of suspension/withdrawal of the Certificate pursuant to the following.

## 11. CERTIFICATE RENEWAL

The certification is valid for three years from the moment of the decision to issue/renew it. At the end of each three-year period to keep the certification active, companies must proceed with its renewal.

In order to maintain the historicity and continuity of the certification, the parties undertake to ensure that the renewal process (including the resolution to grant certification) is concluded by the time the certificate expires.

Otherwise, the new certificate will show the previous expiry date and the current date of resolution. It is suggested that the renewal audit be performed at least 1 month before the expiry date.

Six months after the expiry of the certificate without having completed the renewal, a new certification must be carried out.

No later than 90 (ninety) days prior to the expiry of the certificate, the Company will be informed of the approaching expiry date and will be requested to provide the information necessary to issue the offer for the new three-year period (by means of complete and exhaustive completion of the questionnaire).

After the receipt of the offer signed for acceptance by authorized personnel of the requesting Company, AJA Europe S.r.l. will plan the Re-Audit that will have to be performed within 90 (ninety) days, except for possible extensions expressly agreed by AJA Europe S.r.l.. Failure to plan the Re-Audit or failure to carry it out due to the Company's unavailability shall be considered as early termination of the contract and shall determine AJA Europe S.r.l.'s right to apply and charge the Company the penalty as per § 18, amounting to 30% of the contractual amount.

**At the expiry of the validity period of the Certification, the companies which have not completed the renewal process will lose any right connected with the certification itself (the Certificate and the Registration Form, if any, are the exclusive intellectual and industrial property right of AJA Europe S.r.l.) and will no longer have any right to declare**

themselves certified by AJA Europe S.r.l. and will have to stop any use of the Certificate and of the Certification and accreditation Marks/Logos.

## 12. EXTENSION/REDUCTION OF THE SCOPE OF CERTIFICATION

In case of a request to extend the scope of certification (new processes/operating sites), AJA Europe S.r.l. will send the Company an informative questionnaire through which it will collect the necessary data to evaluate the feasibility and requirements of the request. Both technical and economic aspects will be formalised in a new proposal that will be submitted to the Company.

Also in the case of a request to reduce the scope of certification, the organisation shall inform AJA Europe Srl of the changes that have occurred within the organisation or with regard to the nature of the products and/or services offered, e.g. closure of a site or elimination of a service previously included in the certification scope. Also in this case, if necessary, both technical and economic aspects will be formalised in a new proposal to be submitted by the company.

AJA Europe S.r.l., moreover, will proceed to reduce the scope of the Certification if it finds that the Organisation and the management system no longer meet the relevant requirements in their entirety, i.e. if the Company has failed to comply with the requirements of the Certification with regard to certain parts/areas of the scope. This reduction must be congruent with the requirements of the standard used for Certification.

In all cases, a new Certificate will be issued showing the change in scope (such reissue will be invoiced according to the economic proposal). The previous Certificate, in original (if issued in paper format), shall be returned to AJA Europe S.r.l..

## 13. CHANGES/CHANGES WITHIN THE ORGANISATION

The Company shall inform AJA Europe S.r.l., by timely written communication, of any change regarding

- Company name/name, company object;
- Company form, company structure;
- Address and reference sites;
- Scope of the activities covered by the certified management system;
- Significant changes/modificant modifications to the management system and/or processes, relevant to the validity of the Certification and/or the peculiarities of the processes related to the product/service subject to Certification.

AJA Europe S.r.l. will determine whether the notified changes require additional audit activity.

In the event of a reduction in the scope of certification, the company will have to adapt any public statements associated with the certification.

## 14. ADVERTISING

An AJA Europe S.r.l. certified company has the right to make known that its Management System has been assessed and considered compliant with the reference standard and may use the relative logos on its letterhead, promotional material, etc. in compliance with the guidelines (Logos - Management Systems Regulation). Logos must not, however, be reproduced on products, packaging, laboratory analysis reports or test reports.

In any case, the company shall ensure that there is no confusion between certified and non-certified products, activities, processes.

The Certificate of Conformity of a management system must not be interpreted as a declaration of Product Conformity to any applicable standard and does not replace in any way any authorisation required by the competent authorities of the country where the Certificate was issued, for those products, processes or services to which the certificate refers. The certified company is solely responsible in the event of incorrect/inadequate communication/information to third parties, including through the use of advertising material of any kind (press, TV, etc.). The certified client may not use the certificate in a way and manner that brings discredit to AJA Europe S.r.l. or A Cube Tic Group.

## 15. ABUSE OF CERTIFICATES - MISUSE

AJA Europe Srl will take all reasonable precautions to control the use of the issued Certificates.

Incorrect references to the information indicated in the Certificate or incorrect use of the certification and accreditation logos may result in suspension or revocation of the Certificate. Furthermore, AJA Europe Srl reserves the right to take legal action in such cases.

The Conformity Certification of a company system does not cover the goods produced and/or services provided by the company, which means that the company cannot use the Certification to accompany them, leading to the presumption that they are subject to Certification.

## 16. SUSPENSION OF THE CERTIFICATE

In addition to the cases specifically provided for in each Regulation, or in the specific Supplementary Addendum, the Certificate may be suspended, for a limited period of time, in all cases in which it has reason to believe that the system no longer complies with the requirements and prescriptions of the relevant reference standard, and in particular in the following cases

- ✓ non-payment of the agreed fees within the contractual terms;
- ✓ unavailability of the Company for the purpose of carrying out Surveillance Audits within the timeframe set out in § 10;
- ✓ the company's management system is unable to meet the requirements in a serious manner, also in terms of effectiveness (e.g. major non-conformities have been raised, the company could be suspended during the period necessary for their possible closure/removal);
- ✓ proven falsification of records evidencing the implementation of the management system;
- ✓ corrective action has not been taken, or such corrective action has not been properly closed within the prescribed time period;
- ✓ failure to adapt the Company's management system to any changes/changes in the reference legislation or the Regulation;
- ✓ non-availability of the planned periodic or supplementary visits requested by AJA Europe Srl;
- ✓ failure to inform AJA Europe Srl of changes/changes within the organisation (§13);
- ✓ failure to inform AJA Europe Srl of legal/administrative proceedings, complaints, objections relating to the subject of the Certification;
- ✓ any complaints were not handled properly;
- ✓ refusal by the selected organisation to allow access to members of the accreditation body;
- ✓ explicit request by the company;
- ✓ misuse/abuse of the Certificate and/or the mark by the Company.

**The suspension may in no case exceed six months, on pain of withdrawal of the Certificate.**

During the period of suspension the Certification shall be invalid, the Company shall immediately cease use of the Certificate and any advertising of it. AJA Europe Srl shall notify the Company in writing of the official suspension of the Certificate with an indication of the conditions necessary to remove this status and restore full validity of the certification-

At the end of the suspension period, an investigation will be conducted to verify that the conditions of the suspension have been removed. If the outcome of the verification is positive, the Certificate will be reinstated, otherwise it will be withdrawn. All costs incurred for the suspension and any subsequent reinstatement shall be borne by the Certified Company.

## 17. WITHDRAWAL OF THE CERTIFICATE

In addition to the cases specifically foreseen in each Regulation or in the specific integrative Addendum, AJA Europe S.r.l., will proceed to withdraw the certification previously issued, with consequent cancellation of the organization from its registers and from those of the accreditation bodies involved, in the case in which the company, within the indicated term, has not been able, or has not wanted, to remove the causes that generated the suspension.

The withdrawal will be notified in writing to the Company, which has the right to appeal against such a decision.

Withdrawal shall entail for the Company the consequences set out in § 18 below.

Withdrawal of the Certificate also entails the obligation for the Company to immediately withdraw all material on which the certification and/or accreditation logos have been reproduced. Failure to do so will result in the misuse of the logos being prosecuted under current intellectual property legislation.

AJA Europe S.r.l., in compliance with its duties, will communicate the suspension or withdrawal of the Certification to the Accreditation Bodies, or to third parties who ask for it, also reporting this information in the appropriate list on its web site.

## 18. CANCELLATION OF THE CERTIFICATE/EARLY WITHDRAWAL - CONSEQUENCES

The Certificate will be cancelled in the following cases:

- ✓ the company does not wish to renew the certificate (natural expiry of the certificate);
- ✓ the Company ceases its activity or is subject to bankruptcy proceedings that prevent the regular and ordinary continuation of its activity, or arranges the transfer of the activity, or of a branch of the business to a legal entity other than the one that obtained the Certification, if the necessary conditions that allowed the issue of the Certification are found to be lacking, subject to the

application of a penalty of a maximum of 50% of the residual contractual amount not yet paid, plus further charges/expenses as set out in the current §;

- ✓ withdrawal of the certificate (§ 17), subject to the imposition of a penalty in the maximum amount of 50% of the outstanding contractual amount not yet paid, plus further charges/expenses as set out in the current §;
- ✓ early cancellation of the Certification/early termination of the contract by the Company, to be communicated in writing to AJA Europe Srl, subject to the application of the penalty in the maximum amount of 50% of the residual contractual amount not yet paid, plus further charges/expenses as per current §.

Cancellation of the certificate entails its removal from the records of AJA Europe S.r.l. and those of the accreditation bodies involved.

A cancelled Certificate may no longer be reactivated.

Should the company wish to be re-certified, a new certification must be carried out.

Cancellation of the Certificate entails the obligation for the Company to immediately withdraw all material on which the Certification Logos have been reproduced. Otherwise, the improper use of the Logos will be punishable under current intellectual property legislation.

If, after the certification issue, even one of the cases listed above in this § occurs, except for the first one, AJA Europe Srl has the faculty to charge the Company the amount as above provided (according to the cases) as withdrawal/penalty fee, to which shall be added and charged to the Company all the possible expenses and charges, if not yet paid by the latter, for the activity carried out until the early withdrawal or until the occurrence of the remaining cases mentioned in this §.

If the Company, before the execution of the initial audit or renewal audit (Main Audit/Re Audit), does not want to obtain the Certification or its renewal (depending on the case), it must promptly inform AJA Europe Srl in writing - not later than 60 (sixty) days from the receipt by AJA Europe Srl. from the receipt by AJA Europe Srl of the undersigned contract; in this case AJA Europe Srl has the right to charge the Company a penalty, flat rate, for the amount of Euro 500.00 (five hundred/00 euros) as costs sustained for the preliminary investigation and closing of the file. If, in the case referred to in the present paragraph, the Company does not communicate to AJA Europe Srl in writing its will to no longer obtain the Certification or its renewal, or if it makes itself unavailable and does not allow the planning of the Audit or the carrying out of the same, AJA Europe Srl has the right to charge the Company an amount corresponding to 30% of the contractual amount, this also in the case of communication made by the Company without respecting the above mentioned 60 (sixty) days term.

## 19. COSTS AND PAYMENT METHODS

The cost of certification is based on the duration and complexity of the verification activities, calculated according to the activities, processes and size of the company.

All costs are based on a price list defined by AJA Europe Srl and approved by the accredited office, applicable on the date of the proposal. AJA Europe Srl reserves the right to vary the rates during the certification period as a result of particular events (by way of example only: increase in the number of the company's employees, substantial increase in inflation, etc.). Such variations shall be communicated to the Company in writing. Invoicing shall take place at least 15 (fifteen) days before each Verification and payment shall be made at least 7 (seven) days before the Verification itself.

In the event that further audits are required (e.g. following major non-compliances, unscheduled audits, repetition of audit activities caused by changes to the management system, processes, etc.), the following fee will be applied: €350.00 (three hundred and fifty) + VAT for documental audits, €900.00 (nine hundred) + VAT for audits at the Company (per man-day) + any travel expenses incurred (€0.5/km).

AJA Europe S.r.l. reserves the right to revise the tariffs applied at the date of the proposal if the information provided by the Company when filling in the questionnaire provided for this purpose turn out, at a later date, not to be in line with what AJA Europe S.r.l. ascertained following the Audit. The Company shall be notified of any revision of the rates applied.

In the event that the Local Office intends to apply different rates, these will in any case be communicated to the Company.

## 20. APPEALS AND DISPUTES

In case the company considers improper and wishes to contest the decision of the deliberation committee not to issue/renew or to withdraw a certification, or the remarks made by the Evaluation Team during the Certification/Renewal Verification or during the Surveillance Visits, or is dissatisfied with the conduct and professionalism of the Evaluation Team, the company has the right to submit reservations during the audit, as indicated in the "Appeals and Complaints" section of the audit report, or by forwarding a complaint to AJA Europe S.r.l. In the "Appeals and Complaints" section, references can be found to challenge the appointment of an appeal committee member.

The signature on the audit documentation (findings and attendance form) by a company representative does not prevent the company from activating the "Appeals and Complaints" procedures, it may reserve the right to exercise this right in the manner indicated below.

The Company may also demonstrate its reservations with respect to the results of the audit, at the time of the closure of the audit, by resolving them with the Lead Auditor, or by indicating them on the attendance form. (Reservations)

The company may, however, file a formal appeal by following the procedure outlined below.

The Company may forward an appeal to the Technical Manager of AJA Europe S.r.l. expressing disagreement with the decision within 7 (seven) days from the date of the Audit (or from the notice of withdrawal of certification or refusal to issue/renew it).

The company must then follow up with a formal communication accompanied by all the necessary documentation to support the appeal within 30 (thirty) days of receipt of the communication of the decision against which the appeal is sought.

The Technical Manager of AJA Europe S.r.l. will carry out a review and initial investigation, together with the audit staff responsible for the decision. The audit staff shall provide evidence to support the denial of certification/renewal or withdrawal.

In case the Audit team's notifications are agreed and the appeal is rejected by the Technical Manager of AJA Europe S.r.l., the same appeal will be forwarded to the Group Technical Manager, who, if he also agrees, will send the file to the Legal Representative of AJA Europe S.r.l. for evaluation.

If the latter also agrees with the previous decisions, it will send the file to an 'Appeals Committee', composed of the independent members of the Governing Council for evaluation.

The Company will be formally notified of the above and the names of the Committee members assigned to evaluate the appeal will be communicated. The Company has the right to challenge the members of the Committee by sending a formal notice within 15 days of receipt of the notice.

This objection, which must be clear and circumstantiated, will be reviewed by the President of the Committee or, if the President is a member of the Committee, by the Vice-President, who, if he considers it justified, will replace the disputed Committee member.

The result of the Committee's evaluation will be communicated in writing to the applicant organisation.

The Committee's decision is final and unappealable and shall bind both parties; no counterclaim may be filed by either party to change the decision.

In case the Company's appeal is successful, i.e. the appeal is upheld and the findings of the Audit Team are modified, or the Certificate is re-issued (in case of cancellation), or in case the recommendation for certification is delayed, no claim for compensation can be made against AJA Europe S.r.l., not even for the costs incurred, or for any loss and/or damage deriving from the withdrawal of the Certificate, or for any reason/motive.

Requests, investigations and decisions regarding appeals will not result in discriminatory action against the company.

In addition, all appeals submitted to AJA Europe S.r.l. will be reviewed as part of the Oversight process by the Accreditation Body (involved in the project being appealed) in order to ensure objectivity and impartiality during the process.

## 21. COMPLAINTS

All certified companies will be required to set up and maintain a complaints register in which all reports from customers, users of their products/services and anyone who has an interest in them will be recorded; their treatment and corrective actions will also be recorded. AJA Europe S.r.l. will review these records during surveillance and renewal audits.

The Company may appeal against the decisions taken by AJA Europe S.r.l. staff by submitting them officially and in writing no later than 60 days after receiving them. AJA Europe S.r.l. analyses the Company's complaints within 60 days from their presentation.

Complaints must be sent to the Technical Manager of AJA Europe S.r.l. to whom the application for certification was sent, and will be reviewed and investigated by him. His conclusions will be sent in writing.

An acknowledgement of receipt of the complaint will immediately be sent to the complainant. The complaint will be investigated and decided within a maximum of 30 days after receipt of the complaint.

Should AJA Europe Srl receive complaints that the certified company is not operating in accordance with the requirements of the reference standard, or contractual, such a situation may result in the revocation of the Certificate or the need to perform a full Re Audit, or an unscheduled audit with short notice regarding the apparent cause of the complaint, the costs of which will be charged to the company.

All certified customers must make available, when requested, records of all complaints and corrective actions taken, in accordance with management system standards or other regulatory documents.



The complaints received will also be sent to the Group Technical Manager of AJA Europe Srl and, in the second instance, will be evaluated by the General Management. They will also be submitted to the Appeals Committee with the aim of ensuring that all complaints are treated with the utmost objectivity and without prejudice.

## 22. REGISTER OF CERTIFIED COMPANIES

The Register of all certified companies is kept at AJA Europe Srl as an Accredia accredited office, at the headquarters of A CUBE TIC Ltd, as the central technical office, and on the IAF Data Base being set up.

In addition, each local office maintains and publicises, by the means deemed appropriate, a list of valid certifications showing, as minimum data, the name of the Company, the geographical location (e.g. city and country), the reference standard, the field of application, or the relative EA sector, the certificate number, the status, for each Certificate issued by AJA Europe S.r.l.

In the case of certifications in accordance with ISO 13485 - Medical Device, should competent authorities using such certification for recognition/authorisation purposes request copies of audit reports, please note that these will be made available.

## 23. VISITS BY THE ACCREDITATION BODY

In accordance with the international standards regulating our sector and in particular with the ISO/IEC 17000 series, the companies certified by AJA Europe S.r.l. must accept the possible presence of a representative of the Accreditation Body, if the Accreditation Body asks for it, in order to allow the appointed representative to attend and evaluate the audit carried out by AJA Europe Srl personnel. The presence of a representative of the Accreditation Body will not condition in any way the decisions of the Audit Team. This requirement, to allow the presence of a representative of the Accreditation Body, applies to all clients, new or already certified.

A certified organisation may be subject to a "Market Surveillance Visit" by the staff of the Accreditation Body; the Accreditation Bodies may contact and plan these visits directly with the organisation in order to monitor the effectiveness of the certification process of the accredited bodies. Any visit is not to be considered as a Conformity Audit, does not affect the three-year programme of audits and does not entail any further economic burden for the organisation.

Any refusal on the part of the organisation selected for a visit by the Accreditation Body may result in the non-issue of the recognised certification, where applicable, or in the suspension of a certification already granted (§ 16).

## 24. BRIEF INDICATION OF FURTHER OBLIGATIONS OF THE COMPANY

The Company undertakes to guarantee free access to its permanent and temporary sites and to make available appropriate PPE for the Assessment Team, as well as to provide all relevant information on personal safety risks in the workplaces where the Assessment Team will operate, in compliance with the applicable workplace safety regulations.

The Company must guarantee the respect of the deadlines communicated by AJA Europe S.r.l. and make available the Personnel involved. AJA Europe S.r.l. reserves the right to suspend/withdraw and cancel the certification if the deadlines are not respected.

The Company undertakes to guarantee the completeness and truthfulness of the documents and information made available to the appointed auditors. AJA Europe S.r.l. (and/or its appointees) is totally and unconditionally exonerated from any responsibility in case of missing or incomplete communication of data, as well as in case they do not correspond to the real company situation.

The Company undertakes to notify AJA Europe S.r.l. without delay, keeping it informed of developments, any revocation or suspension of authorisations and/or concessions, directly or indirectly connected with the object of the Certification issued, as well as, within the limits of the law, to notify AJA Europe S.r.l. without delay of any judicial and/or administrative proceedings connected with the object of the Certification, as well as, to promptly notify AJA Europe S.r.l. the cases of serious accidents, significant accidents/emergencies, directly or indirectly connected with the object of the issued Certification. Please note that in all these cases AJA Europe S.r.l., may also be obliged to inform ACCREDIA of the above situations.

AJA Europe S.r.l., moreover, in such cases, shall have the right to conduct control visits not initially foreseen, in order to verify the existence of those conditions that require the adoption of suspension/withdrawal/revocation measures of the Certification.

The Company must take all necessary actions to ensure that any special categories of personal data or personal data relating to criminal convictions and/or offences are anonymised or pseudo-anonymised before being transmitted or made available to AJA Europe S.r.l., with the exclusion of those whose processing is compulsory by law.

## 25. LIMITATIONS OF LIABILITY

AJA Europe S.r.l. assumes the burden of fulfilling its contractual obligations with due diligence; eventual defaults and deriving responsibilities in the execution of the contractual obligations can be ascribed to AJA Europe S.r.l. only and exclusively in case of proven and definitively ascertained negligence.

With the exception of what is provided for by the law, AJA Europe S.r.l. does not assume any kind of responsibility towards the Company that derives from the present contract and its execution or is connected to it, for the effect of declarations or for the non-observance of any condition, expressed or not, guarantee, law or regulation nor for any indirect damage of any nature that may affect the Company, included the loss of profit and the emerging damage. Any indemnity towards the Company for other causes/reasons definitively ascribed to AJA Europe S.r.l. shall be limited, for each event or events between them correlated/connected, to an amount not higher than the amount paid by the Company to AJA Europe Srl for the supply of the service (VAT excluded) as per the present contract.

AJA Europe S.r.l. shall in any case not be liable and shall remain entirely and without exception exempt from compensation for any damage that may arise as a consequence of:

- 1) fortuitous event
- 2) force majeure
- 3) inconveniences occurring in the provision of the service due to technical/organisational problems not attributable to them

The issue and/or maintenance of the Certification for the Company does not constitute the existence of the typical requirements of authorisations and/or recognitions and does not constitute a certification and/or guarantee of compliance with legal obligations, current regulations and mandatory requirements for the Company.

The Company remains, in any case, solely and exclusively responsible towards itself and any third party, both for everything concerning the regular/correct performance of its activities - including the characteristics and requirements of the goods and/or services it produces and/or provides - and for the correspondence/conformity of its work and its products/services to the applicable regulatory provisions and prescriptions, to the expectations of customers and third parties in general.

The Company is expressly obliged to hold harmless, guarantee and indemnify AJA Europe S.r.l. from any responsibility/request inherent to any claim/request of third parties for damages, losses, indemnifications, refreshments or disbursements of any nature, kind and title connected/related in any way to the execution, even partial, or to the non-execution of any service and/or AJA Europe S.r.l.'s activities under the present contract.

AJA Europe S.r.l. does not and cannot in any case be understood as an insurance company or a guarantor and does not assume, declines and rejects any responsibility in this regard. The Company that wants a suitable coverage that guarantees it against damages and/or losses shall have to subscribe an appropriate insurance.

AJA Europe S.r.l., in the fulfilment of the present contract and in the execution and supply of its services, does not acquire, does not assume, does not exonerate, does not limit, does not exclude any kind of burden, obligation, commitment and agreement that the Company has with third parties of any kind, in any field and for any reason and/or title.

## 26. COMPETENT COURT

Any disputes that may arise concerning the payment of fees, expenses and contractual charges due to AJA Europe S.r.l. (n.q. indicated in § 2-3) for the services supplied in execution or in relation to the present contract, the interpretation and/or execution of the present contract and/or anything else not inherent to it, as well as the use of the mark, logo, distinctive sign, name and anything else pertaining to the exclusive right of industrial property are of exclusive competence of the Avellino forum with express exclusion of any other forum provided for by the law or by the parties in alternative way.

## 27. ASSIGNMENT OF THE CONTRACT

**The Client Company with the subscription of the present Regulations authorises, as of now, to AJA Europe S.r.l. the assignment of the subscribed contract/s according to the art. 1407 C.C. and by subscribing the present Regulations, expressly gives its consent.**

**AJA Europe S.r.l. reserves the right to modify the present Rules and Regulations at any time. Only companies that have undertaken the certification process will be informed of any changes.**

**This document shall be considered an integral part of the contractual documentation. The contract is concluded with the signing of the offer and this document.**

CODE OF PRACTICE  
RULES "Management Systems Division"  
AJA Europe S.r.l. member of the A CUBE TIC Group



By signing this document, it shall be deemed accepted in its entirety and all clauses contained therein (§ 1 to § 27) shall be deemed accepted.

*Date, Stamp and signature for acceptance of the Legal Representative of the Company*

After having carefully read each clause of these regulations and re-reading the following clauses of these regulations: 7, 8, 9, 10, 11, 15, 16, 17, 18, 20, 21, 23, 24, 25, 26, pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, we hereby declare that we specifically and expressly approve the following clauses of these regulations: 7, 8, 9, 10, 11, 15, 16, 17, 18, 20, 21, 23, 24, 25, 26.

*Date, Stamp and signature for acceptance of the Legal Representative of the Company*