

1. COPYRIGHT

This Regulation is the property of the company AJA Europe SRL (hereinafter referred to as AJA) as the copyright holder. This right is regulated by national laws and international treaties on copyright protection.

All rights and titles are and will be owned by AJA, including intellectual property rights.

2. TERMS, DEFINITIONS AND ACRONYMS

The terms and definitions given in the UNI CEI EN ISO / IEC 17000: 2005 standard, in (EU) Reg. No..765 / 2008, in (EU) Reg. No.305 / 2011 and in the D.Lgs.N. 106/2017 defined below apply.

Accreditation: certification by a national accreditation body certifying that a specific conformity assessment body meets the criteria established by harmonized standards and, where appropriate, any other additional requirements, including those defined in the relevant sector programs, to carry out a specific conformity assessment activity (EC Reg. No. 765/2008 Chapter 1, Article 2, Section 10).

National Accreditation Body: the only body that in a Member State has been authorized by that State to carry out accreditation activities (EC Reg. No. 765/2008 Chapter 1, Article 2, Comma 11).

Accredia: Italian Accreditation Body.

Authorization and notification: Deed by which the competent Administrations authorize a notified body to perform third party tasks according to the assessment and verification systems of the consistency of the services provided for in Annex V of (EU) Reg. No. 305/2011.

Competent administrations: the Higher Council of Public Works, at the Ministry of Infrastructure and Sustainable Mobility, Ministry of the Interior and Ministry of Economic Development

Accompanying visit (AV): observation of the activities of AJA, carried out on site at a certified or to be certified organization, by the accreditation and / or notifying body.

Specified requirement: Need or established expectation. The specified requirements can be reported in regulatory documents such as regulations, standards and specifications.

Harmonized technical specifications: harmonized standards and documents for European assessment.

Harmonized standard: a standard adopted by one of the European standardization bodies referred to in the Annex I to the Directive 98/34/EC, following a request made by the Commission in accordance with Article 6 of that Directive.

Document for the European Assessment: a document adopted by the organization of TABS for the purpose of issuing European technical assessments.

Conformity assessment: demonstration that specified requirements related to a product, process, system, person or body are met.

Third party conformity assessment activities: Conformity assessment activity performed by a person or body that is independent of the person or organization which provides for the object and of interests as user for the object itself.

Conformity assessment system: Rules, procedures and management model to perform conformity assessment.

Conformity assessment body: Body providing conformity assessment services.

Review: Verification of the suitability, adequacy and effectiveness of the selection and determination activities, and of the results of these activities, with regard to the fulfilment of the specified requirements by a conformity assessment object.

Attestation: Issue of an assertion, based on a decision following the review, that the fulfilment of specified requirements has been demonstrated.

Certification: Third party attestation related to products, processes, systems or people.

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

Inspection: Review of a project, product, process or installation and determination of its compliance with specific requirements or, based on professional judgment, with general requirements.

Inspection or Assessment: Systematic, independent and documented process performed on the organization to obtain information in order to establish to what extent the reference criteria have been met.

IG: Inspection_Group, consisting of a responsible coordinator and one or more employees.

Inspector Coordinator: Head of the inspection group.

Inspector: employee part of the inspection group.

Organization / Company: Customer who signs the offer and the Regulations.

Major non conformity (MNC): Total non-fulfilment of a requirement with respect to the reference specifications that puts at risk the conformity of the products, processes or services provided by the company with respect to the applicable requirements. An MNC can also arise from the repeated failure to effectively overcome a minor NC previously raised by AJA to its client.

Minor non conformity (mNC): Partial non-fulfilment of a requirement with respect to the reference specifications, the result of which does not affect or is not likely to directly or immediately affect the conformity of products, processes or services provided by the company with the applicable requirements.

Observation (OBS): Reporting of a possible improvement in order to avoid a potential situation of nonconformity or provide ideas for the improvement of documents, records and / or operating procedures.

Corrective action: Action aimed at seeking out and removing the causes of existing non-conformities and preventing their recurrence.

Implementation: Translation of an instrument, a technique, a process or a methodology from theory to practice.

Technical Committee: Body responsible for the review, issue and maintenance of a certification.

Surveillance: Periodic assessment.

Complaint: Formal complaint, addressed in writing to AJA, for a real or alleged irregularity to its damage, by any person or organization, for an alleged or actual irregular activity that requires an answer.

Reserve: Specific complaint against the results of the IG.

Appeal: Reasoned request, addressed in writing to AJA, by any person or organization for the purpose of obtaining the modification of a decision taken by AJA considered detrimental to a right or an interest (e.g. suspension, revocation of the certificate).

Impartiality: presence of objectivity.

Impartiality Protection Committee (IPC): Committee composed of people external to the organization of AJA, monitoring the impartiality, objectivity, absence of conflicts of interest, bias, preconceptions, independence, equity and balance of AJA.

Consultancy:

- a) design, manufacture, installation, management, maintenance and distribution of products, certified or to be submitted for certification
- b) design, implementation, management and maintenance of processes, certified or to be submitted for certification
- c) design, implementation, supply or maintenance of a service, certified or to be submitted for certification.

Please note that the term products, processes and services, certified or to be subjected to certification, is applied extensively to guarantee impartiality and independence and, therefore, to be understood as extended to "types of products, processes and services certified or to be submitted for certification." and not only those produced / implemented / delivered by certified companies.

Product: Result of a process.

Construction product: any product or kit produced and placed on the market to be permanently incorporated into construction works or parts of them and whose performance affects the performance of construction works compared to the basic requirements of the works themselves.

Kit: a construction product placed on the market by a single manufacturer as a set of at least two distinct components that must be assembled for installation in construction works.

Homogeneous families of products: set of products whose certification requires personnel technical skills, testing equipment and similar certification rules.

Performance of a construction product: the performance in relation to the relevant essential characteristics, and expressed in terms of level, class or by description.

Factory production control: the permanent and documented internal control process of production in a factory, in accordance with the relevant harmonized technical specifications.

Inspection Report: Document, issued by the IG and countersigned by the company, which reports the conformity assessment performed, the evidence gathered and the results which the IG has found.

Checklist: lists used by the IG in order to assess the conformity of the products / processes / services being assessed and to gather the necessary evidence examined by sampling during the assessment.

Logo: AJA registered symbol for its presentation. Only AJA can use its logo on its documents.

Mark: Mark that AJA grants in use to the certified subjects and used by them to indicate their certification status. It consists of the logo as indicated in this regulation and in the special regulations to which reference should be made.

3. INTRODUCTION

AJA is a certification body for systems, personnel and products and operates in Italy and worldwide, with accredited and / or notified conformity assessment systems. Some conformity assessment systems, on the other hand, are implemented without accreditation. For details of accreditations and notifications, please refer to the Special Regulations that define, for each certification scheme (product, process and service), if the same is managed by AJA with accreditation / notification.

4. REGULATORY REFERENCES

- ✓ UNI CEI EN ISO/IEC 17000:2005
- ✓ UNI CEI EN ISO IEC 17065:2012
- ✓ UNI CEI EN ISO IEC 17021-1:2015
- ✓ (EU) Reg. No.765/2008

- ✓ (EU) Reg. No.305/2011
- ✓ Legislative Decree No.106/2017
- ✓ Ministerial Decree 17/01/2018
- ✓ Note No. 3187 of 21.03.2018 of the Central Technical Service of the Higher Council for Public Works.
- ✓ RG-01 Rev.05 of 03.05.2022 by Accredia
- ✓ RG 01-03 Rev.02 of 06.05.2022 by Accredia
- ✓ RG-09 Rev.11 of 05.10.2022 by Accredia
- ✓ Legislative Decree No.102 of 04.07.2014, "Implementation of the directive 2012/27/UE on the energy efficiency amending the directives 2009/125/CE and 2010/30/UE repealing the directives 2004/8/CE and 2006/32/CE.
- ✓ Accreditation scheme UNI CEI 11352: 2014 by Accredia
- ✓ Regulation (EU) No. 517/2014 "Regulation of the European Parliament and of the Council on fluorinated greenhouse gases and repealing Regulation (EC) No. 842/2006".
- ✓ Presidential Decree No.146 of 16.11.2018 "Regulation for the implementation of the d Regulation (EU) No. 517/2014 on fluorinated greenhouse gases and repealing Regulation (EC) No. 842/2006".
- ✓ Accreditation system of Conformity Assessment Bodies for the issue of certifications to companies that carry out the activities referred to in Regulation (EC) No. 304/2008 and the Implementing Regulation (EU) 2015/2067 and issued pursuant to art. 4, paragraph 1, of the Presidential Decree of 16 November 2018 No. 146, approved by the MATTM with decree No. 9 of 29.01.2019.
- ✓ PEFC ST 2003:2020 "Requirements for Certification Bodies Operating Certification against the PEFC International Chain of Custody Standard"

Note: for certification standards refer to the special regulations.

5. FIELD OF APPLICATION

The field of application of this general regulation is to regulate the contractual relations between AJA and its customers, regarding conformity assessment activities and certification of the following products / processes / services:

1. Factory production control of construction products according to the 2+ system referred to in Annex V of Regulation (EU) No. 305/2011 of aggregates, bituminous conglomerates, pre-fabricated products, steel and aluminum components,
2. Welding production process for melting metal materials according to UNI EN ISO 3834,
3. Environmental declaration self-declared according to the UNI EN ISO 14021 standard.
4. Welding procedures according to UNI EN ISO 15614-1
5. Supply of energy services according to UNI CEI EN 11352
6. Implementation regulation (EU) 2015/2067 of 17 November 2015 which establishes, in compliance with regulation (EU) No. 517/2014 of the European Parliament and of the Council, the minimum requirements and the conditions for the mutual recognition of the certification of natural persons with regard to fixed refrigeration and air-conditioning equipment, fixed heat pumps and refrigerated truck cells and refrigerator trailers containing fluorinated greenhouse gases, as well as for the certification of companies with regard to fixed refrigeration and air-conditioning equipment and fixed heat pumps containing fluorinated greenhouse gases.
7. Regulation (EC) No. 304/2008 which establishes, in compliance with regulation (EC) No. 842/2006 of the European Parliament and of the Council, the minimum requirements and the conditions for the mutual recognition of the certification of companies and personnel with regard to fixed fire protection systems and fire extinguishers containing certain fluorinated greenhouse gases
8. Chain of Custody of Forest and Tree Based Products (PEFC-CoC) according to PEFC ST 2002.2020

Note: Some of the aforementioned product schemes are accredited and / or authorized, others, instead, are neither accredited nor authorized; for details of accreditation and / or authorization, please refer to the special regulations.

6. INDEPENDENCE, IMPARTIALITY AND CONFIDENTIALITY

AJA requires all its staff to subscribe a specific declaration regarding the obligation to maintain the maximum impartiality, independence and confidentiality of information acquired in contacts with the company; in particular, all employees and collaborators who are involved in the certificate issue / maintenance / renewal process must not have carried out consulting activities for the client companies in the previous two years and can not carry out consultancy activities for the next two years with client companies. In any case, the employee or collaborator will never carry out consulting activities according to the definition referred to in § 2, except for those who perform the role of inspector and deliberator, in case they re external collaborators; except what defined in the first paragraph.

In this regard, AJA follows what has been defined by the Steering and Guarantee Committee of Accredia CIG-ACCREDIA dated 11.05.2022 regarding the certification of products, processes and services.

If the law requires that the information is disclosed to a third party, authorization will be required to the company itself, except in cases where AJA can not be exempted by law from doing so regardless of the authorization of the organization.

AJA manages its certification activities by implementing a management system that ensures impartiality so that it does not occur that commercial, economic-financial or other pressure compromise the impartiality. In details:

- a) continuously identifies and assesses the risks associated with its activities, with its own relationships and with the relationships of its employees and collaborators,
- b) has appointed a committee to safeguard impartiality,
- c) does not carry out consulting activities.

Furthermore, AJA undertakes:

- d) not to offer its certifications in conjunction with consulting activities and not to sign partnerships with consultancy companies / consultants,
- e) not to provide names and propose consulting services / consultants to its customers,
- f) not to use either employees or collaborators in review and resolution activities, in the event that at least two years have not elapsed since the aforementioned personnel provided consultancy services to the client company.

It is possible that AJA will pay commercial commissions to professionals/consultants who mediate on their clients. This does not mean that the certification process will somehow be - thanks to the mediation of a third party - simpler, easier, faster for the reported company.

Pursuant to UE Regulations no. 679/2018, AJA will process the data provided by the company in the context of commercial relations exclusively for the purposes of the correct fulfilment of the contractual obligations taken, as well as those imposed by current legislation. In particular, details about the certification status will be made public and / or available. This treatment will take place either manually or through the AJA information system, in any case suitable for guaranteeing the security and confidentiality of data. Any treatment performed outside the AJA structure is entrusted to professionals who are asked for a written guarantee regarding compliance with the regulations in question. The data controller is AJA Europe S.r.l. and the processor is Dr. Gianmarco Pagliuca. The data subject, at any time, can exercise the right, towards the controller, to request information concerning the processing of data. On this occasion, it is reminded that the full text of the relevant legislation is published on the website www.garanteprivacy.it.

7. ORGANIZATION CHART

A copy of AJA organization chart, relating to the responsibilities and structure of the entity, is available on request.

8. GENERAL OBLIGATIONS OF THE CLIENT COMPANY

To obtain and maintain the certification issued by AJA, the company must sign and comply with the following general conditions and with the provisions of the relevant special regulations.

All the information considered necessary for AJA, in order to complete the assessment program, must be made available by the applicant company ("complete and exhaustive" completion of the questionnaire). The information declared will be checked according to the evidence gathered during the inspection. In any case, the company will be responsible for the truthfulness of the information.

The company must undertake all necessary actions to facilitate the audit, make available to the GVI and any observers (of Accredia and/or other competent administrations) the system documentation, the products/processes/services to be assessed, the registrations, access to company areas or spaces, personnel data and registrations and anything else inherent to the activity and site for which certification has been requested.

The company must undertake all the necessary actions to facilitate the conduct of the inspection, make available the system documentation, the products / processes / services to be assessed, the records, the access to the company areas or spaces, staff data and records and anything else that is relevant to the activity and to the site for which certification has been requested.

The certificate of conformity will refer only to the site or sites assessed and in any case declared to the competent Chamber of Commerce; moreover it will be related only to the scope stated on the certificate itself. The company accepts from now on that the certificate will not be issued if the site / sites are not declared on the certificate of the Chamber of Commerce of competence.

The applicant company will have to make the payments within the deadline set in the economic offer, regardless of the outcome of the inspection. In the case of initial certification or re-certification, the certificate will not be issued as long as the payments have not been made. The certification may be suspended or revoked if the payments relating to the surveillance inspections are not made.

The certified company, in order to demonstrate that the management review and internal audit activities are conducted effectively, must perform these activities at least annually, in case the certification standard provides for these activities within the company.

The company shall guarantee free access to its own sites and those of its suppliers/customers to the GVI and to any observers (from Accredia and/or other competent administrations), also by including this obligation in the contractual documents with suppliers/customers, and shall make available suitable PPE for the GVI, as well as provide all relevant information on risks related to personal safety.

The certified company must strictly comply with the rules on the use of the certification marks referred to in this regulation and the special regulations.

The company must guarantee free access to its own sites and its suppliers / customers, also providing for this obligation in the contractual documents with suppliers / customers and make suitable PPEs available to the IG, as well as providing all relevant information on the risks connected with personal security.

The company undertakes to promptly communicate any revocation or suspension of authorizations and / or concessions, directly or indirectly related to the products / processes / services subject of the certification issued, as well as, within the limits of the law, to communicate without delay to AJA any judicial and / or administrative proceedings concerning the object of certification.

The company undertakes to guarantee the completeness and truthfulness of the documents and information made available to the IG. AJA (and / or its representatives) is explicitly exempt from any responsibility in case of missing or incomplete communication of data, as well as if they do not correspond to the actual company situation.

The company undertakes to always satisfy the certification requirements, including the implementation of appropriate changes when these are communicated by the certification body.

The company undertakes to respect what is defined in the particular conditions set out in the relevant special regulations.

9. CERTIFICATION REQUEST

After receiving the completed questionnaire from the company applying for certification, AJA will review the application and will send an offer detailing the technical and economic aspects of the contract proposal (excluding the FGAs sector).

The order is confirmed after the review of the application.

Upon receipt of the offer signed for acceptance by authorized personnel of the applicant company, AJA will review the contract documents and initiate the certification process in accordance with its procedures and these general regulations.

The countersigned offer from the applicant company is a contractual obligation.

In the FGAs sector, the client signs a purchase proposal which already includes the possible types of services offered by AJA, the technical aspects and the certification amounts.

On receipt of the purchase proposal AJA will carry out the review and send an order confirmation which constitutes a contractual obligation.

In the event of transfer of the certificate from another certification body, please refer to the particular regulations for the individual product/process/service.

10. INITIAL ASSESSMENT

All the inspections are carried out according to the sampling criteria of the activities / evidences / registrations produced by the company. In consideration of this, the certification is issued on the basis of this principle, i.e. on the basis of the positive result of the inspection on the representative sample examined by the IG.

The conformity assessment of the product / process / service, of which the company has requested certification, can be carried out in two phases:

- Documentary phase (stage 1), to be carried out at the AJA head office or at the customer's premises. The purpose of this inspection is to assess the compliance status of the company documentation with the requirements of the reference standard, the operating sites subject to certification and compliance with the applicable regulatory requirements.
- Phase of assessment on site (stage 2 - inspection) to be carried out at the operational site of the organization. The purpose of the inspection 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 control / management system. During the stage 1, the Coordinator Inspector will establish the times and the possibility of proceeding with the stage 2.

The IG will use for the conformity assessment appropriate checklists, where it will record its own evidence and draw up a final report as described below. Furthermore, the IG may ask for copies of the main documents supporting the recorded evidences. The customer cannot fail to grant the possibility of attaching copies of company documents, relevant to the object to be certified / certified, to the inspection report.

The GVI will use special check-lists for the conformity assessment, where it will record its evidence and draw up a final report as described below.

For the collection of objective evidence, the GVI may consult the documented information produced by the customer, observe personnel as they perform their activities, interview personnel and in some cases carry out tests.

In addition, the GVI may acquire copies of the main documents supporting the recorded objective evidence and/or take photos/videos.

The client shall not be prevented from attaching copies of company documents, relevant to the object to be certified/certified, to the inspection report.

11. CONDUCT OF THE INSPECTIONS

AJA will fix with the company the date of the inspection, to which a formal communication will follow, to be sent together with the inspection plan at least 3 working days in advance compared to the date agreed to conduct the inspection.

Following the inspection, the IG will formalize an inspection report, of which a copy will be given to the customer; the aforementioned report will also contain a proposal for the issue / maintenance / renewal of the certificate. In the absence of communications, within 15 days from the date of the end of the inspection made by AJA to the company, the inspection report is to be considered accepted and the findings, possibly formalized by the inspection team, will be considered confirmed both in the formulation and in the classification (major non-conformities, minor non-conformities and observations).

Should the IG find one or more non-conformities, the continuation of the assessment procedure will be subject to acceptance (and possibly verification) by the AJA Inspector Coordinator of the corrective action proposal to be formulated by the company within a maximum time of 15 days from the date of confirmation of the assessment report. Generally, corrective action proposals, formulated by the company, are evaluated by the head of the inspection team; in particular cases of urgency, the above mentioned proposals may be evaluated by other AJA staff who have the same qualification as the Inspector Coordinator.

In the case of major non-conformities, these must be resolved by the company and evaluated by AJA effectively within a maximum of 90 days from the date of the inspection; in particular, the company will have to resolve them effectively within a maximum of 75 days so as to give AJA sufficient time (15 days) to evaluate the implementation and effectiveness of the corrective actions and treatments. The findings must be checked, however, before the file is submitted to the deliberation committee; the inspection can be documentary or carried out on site by means of additional inspection at the discretion of AJA. When the company demonstrates that it has taken effective corrective action, AJA will plan, through the application of an additional fee, a supplementary inspection visit only for the parts that can not be verified through a document analysis. If the applicant company fails to implement the corrective action within the time limit, it will be necessary to repeat, by applying an additional fee, the entire inspection.

In the case of minor non-conformities, the same, after acceptance of the proposals, formulated by the company, by AJA, according to the procedures described above, will be verified in the next inspection visit as per surveillance inspection plan. In the event that next inspection is provided to be documental by the periodic surveillance program (e.g.: scheme 1090), the evaluation of minor NCs will be performed through documents if possible or will be performed on site and then will be opted for an inspection on site rather than a documental one as originally planned. The timing for the resolution of the treatments can not exceed one month from the date of the inspection; while the timing for the effective implementation of corrective actions can not exceed 3 months from the date of the inspection.

For the PEFC-COC scheme, minor non-conformities shall be corrected and ACs verified prior to the initial certification decision.

With regard to the FGAS scheme only, the findings are classified as Non-Conformities (to be managed all as major and therefore to be closed before the resolution) and Observations. The rules already set out for the management of Major Non-conformities apply.

Before carrying out the technical review and the resolution, AJA will proceed, during the completeness review phase, to verify, in addition to the completeness of the documents contained in the dossier sent by the Inspector Coordinator, the possibility of confirming the results and conclusions of the inspection, the proposals for treatment and corrective action, even if accepted by the Inspector Coordinator.

The Technical Resolution Committee, reviewing the evidence gathered during the inspection, will ratify or not, also through the request for integrations or clarifications, both to the Coordinator Inspector and to the organization, the inspection group's proposal.

Where appropriate, the Technical Resolution Committee may request objective evidence of the actual implementation of the proposed actions, even in the case of minor non-conformities.

In case of a positive result of the technical review conducted by the technical resolution committee, following the certification visit, AJA will then issue the certificate (and any attachments) that will be sent to the company. The certificate is identified with a number, the date of first issue, the current issue date in case of reissue and generally the expiration date (see § 12); it will also contain the details relating to the customer, the production site, the certified object, the reference standard and the scope. The certificate and any attachments will remain the property of AJA and may not be copied or reproduced in any way, without the prior approval of an AJA manager. However, monochromatic photocopies of the certificate are allowed in order to inform customers of the certification.

The maintenance of the certification is in any case subject to the positive outcome of the surveillance visits provided for in the contract and the positive decision of the Technical Resolution Committee. The surveillance inspections are performed according to the periodicity defined by the offer and by the special regulations.

After each surveillance inspection, for some certification schemes, the maintaining of the certificate is communicated to the company in a formal manner by AJA, for others, instead, the silent consent is valid. The individual special regulations define the different modes.

The applicant company must allow AJA to conduct the periodic surveillance audits in accordance with the economic offer, the special regulations and the surveillance audit programme.

The applicant company must allow AJA to conduct regular surveillance inspections (with a maximum tolerance of 3 months) in accordance with what is defined in the economic offer, in the special regulations and in the surveillance inspection program.

The company must ensure compliance with the deadlines communicated by AJA and make available the personnel involved in the inspections. The certified company will allow free access to facilities, staff and records.

AJA, moreover, reserves the right to carry out inspections without notice and to have, during the inspection, the presence of an observer, even without notice, for its monitoring activities of the service provided by the IG and as a guarantee to its customers.

AJA reserves the right to carry out supplementary inspections, not provided for by the schedule of surveillance inspections, which will be communicated with a short / without notice compared to regular surveillance visits. This situation could occur:

- following receipt of complaints involving the organization,
- following news of changes in the features of the company that could cast doubts on the effectiveness of the production / delivery system and control of the certified product / process / service (changes related to organizational, management, legal, operational site aspects, processes, etc.).
- to remove suspensions of the validity of the certification previously imposed, or granted.
- for changes to the reference standard

It will be AJA's responsibility to communicate clearly to the organization the technical and economic conditions of the visits in question, directly in the communication of the visits planning.

The Organization can not refuse to undergo these inspections, under penalty of suspension / withdrawal of the certificate.

12. RE-CERTIFICATION

The validity of the certificate is generally three years from the date of the decision of the technical committee, unless otherwise stated in the special regulations / offers and the validity of the same will automatically expire on the expiry date of the certificate, unless the contract is renewed by the company and the re-certification visit is made within the certificate validity period. For some certification schemes (see special regulations), instead, the certificate is issued without expiration date and its validity is subject to the renewal of the contract by the company and in any case to the conduct of the first surveillance inspection after the contract renewal date within the deadline set in paragraph 11. The offer may also include the automatic renewal of the contract.

within 60 days from the expiry of the certificate or from the date scheduled for the first surveillance inspection after renewal of the contract (in the case of certificates without expiry), will inform the company of the approaching date and will be required to confirm and / or update the data held by AJA which must be received before the next inspection is carried out. In this case and for the certificates that show the expiry date, in order to maintain the historicity and continuity of the certification, the parties undertake to ensure that at least the renewal inspection is completed within the expiry of the certificate. In the event that the entire certification process (including resolution) is carried out before the expiry date of the certificate, the same will be reissued with a date prior to the expiration date and the same will have its validity maintained; if, on the other hand, the company has allowed to perform the renewal verification close to the expiration date and the resolution, therefore, is made after the expiry date of the certificate, the same will keep the same number and the date of reissue, equal to the date of resolution, will be later than the expiration date and, therefore, the certificate will have lost its validity in the time between the expiry date and the date of renewal resolution. In this regard, it is specified that AJA needs at least 15 days from the successful conclusion of the inspection (carrying out an inspection and management of any findings). The expiration dates after the first, in the case of certificate continuity, will always refer to the previous deadline.

At the expiration of the validity period of the certification, the companies that have not allowed the conduct of the renewal inspection, will no longer have any right to declare themselves certified by AJA and will have to cease all use of the certification mark. The certificate must be returned to AJA, together with anything else falling within the exclusive intellectual and industrial property right of the latter.

For certificates that do not include the expiry date, the same obligations provided for surveillance inspections apply.

Please refer to the special regulations for details on any expiry of the certificates according to the product scheme.

13. CHANGES TO THE CERTIFICATE

In case of request for modification of the certificate (data contained in the certificate and / or its attachments, AJA will send the company an information questionnaire through which it will collect the data necessary to assess the feasibility and the request requirements. AJA reserves the right to assess whether the request requires technical support activities (e.g.: documentary and / or on site assessment) or only the certificate re-issuing. The technical and economic aspects will be formalized in a new proposal, if not already contractually regulated, to be submitted to the company. In the event that it is necessary to carry out an inspection on site, same will be carried out following the inspection procedures, while if it is of documentary type, AJA will request the necessary evidence by email to the company.

In the case of requests for extension of the certification scope relating to new products falling, however, within the already certified reference standard, AJA will perform a documental assessment. In this case, the client company will request the change via email, AJA will issue a special offer requesting the client company the necessary documents to carry out the documentary assessment.

Even in the event of a request for a reduction in the scope of certification, the organization must inform AJA about the changes that have taken place within the organization or with regard to the nature of the products and / or services / processes offered, e.g. the closure of a site or the removal of a product / process / service previously included in the scope of certification. Also in this case, if necessary, both technical and economic aspects will be formalized in a new proposal that will be submitted to the company.

Furthermore, AJA will proceed with the reduction of the certification scope in the event that it ascertains that the organization and the manufacturing / delivery system no longer meets the requirements, i.e. if the company has persistently or severely failed to comply with the certification requirements for those parts of the scope. This reduction must be consistent with the requirements of the standard used for certification.

In all cases a new certificate will be issued showing the change in the scope (this reissue will be invoiced as indicated in the economic proposal). The original certificate must be returned to AJA.

14. CHANGES IN THE ORGANIZATION

The company must inform AJA, by means of a timely written communication, regarding any changes relating to:

- company name and field of activity;
- company form and structure;
- address and reference sites;
- products, processes and services assessed by AJA;
- significant changes to the manufacturing, implementation, delivery and control system of certified products / processes / services, including technical control personnel (e.g.: welding coordinator, quality control manager), new plants, production lines, etc

AJA will determine if the notified changes require an additional inspection activity. Failure to inform AJA will result in suspension of the certificate. In this case AJA is released from any liability arising from failure to notify by the customer.

In the case of modification of the certification scope, the company must adapt any type of public declaration associated with the certification.

15. MISUSE OF CERTIFICATES

AJA will take all reasonable precautions to control the use of certificates issued.

References that are not consistent with the scope indicated in the certificate or the incorrect use of the marks could cause the suspension or revocation of the certificate. Furthermore,

AJA, in such cases, reserves the right to take legal action.

16. SUSPENSION OF THE CERTIFICATE

The Certificate may be suspended for a limited period of time in the following cases:

- ✓ non-availability to perform surveillance inspections within the scheduled time frame;
- ✓ failure to manage non-compliance (major and / or minor) within the established times;
- ✓ repeated and proven falsification of company records;
- ✓ refusal by the selected company to undergo to an inspection in the presence of the assessors of the accreditation and / or notifying body;
- ✓ explicit request from the company;
- ✓ unsuitable justification for improper use of the certificate and / or mark by the company;
- ✓ non-payment of the agreed fees.

The suspension can not, under any circumstances, exceed 6 months, under penalty of revocation and withdrawal of the certificate. In case of non-payment of the agreed fees, the suspension can not exceed 3 months, under penalty of revocation and withdrawal of the certificate.

Please refer to the individual regulations for details.

During the suspension period the certification is not valid and the company must immediately cease the use of the certificate and any type of promotion of the certificate. AJA will notify in writing the official suspension of the same, indicating the conditions necessary to remove this status and restore the full validity of the certification.

At the end of the suspension period, an inspection will be carried out, in order to verify that the suspension conditions have been removed. In case of positive outcome of the inspection, the certificate will be restored, otherwise it will be revoked. All costs incurred for the suspension and for any subsequent restoration will be borne by the certified company.

In extraordinary cases, such as transfer of production to another site and therefore simultaneous cessation of production activities, natural disasters, collapses and any other unpredictable event, suspension may be granted for longer periods agreed with the customer; in these cases, the customer will produce a declaration in a notarial deed pursuant to Presidential Decree 445/2000, assuming responsibility for false declarations.

AJA reserves the right to publicize the suspension provision in the manner it deems most appropriate.

In case of suspension, granted to construction products manufacturers for technical reasons, AJA will inform competent authorities and other notified bodies.

17. REVOCATION OF THE CERTIFICATE

The Certificate will be revoked in the following cases:

- ✓ the suspension period exceeds the deadlines set by article 16;
- ✓ the company does not wish to renew the contract;
- ✓ the company ceases its business or is subject to insolvency procedures that inhibit the regular and ordinary continuation of its business, or dispose of the sale of the business or business unit to a legal entity different from the one that obtained the certification, if AJA has ascertained the lack of the necessary conditions that allowed the release of the certification;
- ✓ early waiver of the certification / early withdrawal from the contract by the Company referred to in paragraph 19.

AJA will proceed with the revocation of the previously issued certification, with the consequent cancellation of the company from its own registers and those of the accrediting / notifying bodies involved, in the event that the company has not been able, or has not wanted, to remove the causes that led to the suspension.

Revocation - imposed in the construction products sector for technical reasons - will be communicated to the competent administrations and other Notified Bodies for the relevant mandate.

In case of revocation, issued to construction products manufacturers for technical reasons, AJA will inform competent authorities and other notified bodies.

The revocation will be notified in writing to the company, the same has the right to appeal to such decision.

The revocation of the certificate also entails for the company the obligation to immediately withdraw all the material on which the certification logos have been reproduced. Otherwise, the improper use of the logos will be punishable under the current legislation on intellectual property.

A deleted certificate can no longer be reactivated.

If the company wants to obtain the certification again, it will have to proceed with a new certification.

AJA reserves the right to publicize the revocation order in the manner it deems most appropriate.

In case of non-payment of the agreed fees, AJA reserves the right to immediately revoke the certificate or at a later date at its own unquestionable judgment.

18. EARLY TERMINATION AND CONTRACT COSTS

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 inhibit the regular and ordinary continuation of its business, or orders the transfer of the business or branch of business to a legal entity different from the one that has obtained the Certification, if AJA has found the lack of the necessary conditions that allowed the issuance of the Certification, without prejudice to the application of the penalty up to a maximum of 50% of the remaining contractual amount not yet paid, in addition to additional charges / expenses referred to in the current §;
- ✓ Withdrawal of the Certificate (§ 17), without prejudice to the application of the penalty up to a maximum of 50% of the outstanding contractual amount not yet paid, in addition to any other charges/expenses referred to in the current §;
- ✓ early withdrawal of the Certificate/withdrawal from the contract by the Company, to be notified in writing to AJA, without prejudice to the application of the penalty up to a maximum of 50% of the outstanding contractual amount not yet paid, plus additional charges/expenses as per the current §.

The cancellation of the certificate entails its deletion from the records of AJA and those of the accreditation bodies involved.

For certifications in the construction products sector, the relevant administrations will be notified.

In case of cancellation, granted to construction products manufacturers for technical reasons, AJA will inform competent authorities and other notified bodies.

A cancelled Certificate can no longer be reactivated.

If the company wants to obtain the certificate again, a new certification will have to be carried out.

The cancellation of the Certificate will require 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 the current legislation on intellectual property.

If, following the issue of the certification, only one of the cases listed above in this § occurs, except for the first one, AJA has the right to charge the Company the amount provided for above (as the case may be) as consideration for the withdrawal/penalty, which will be cumulated and charged to the Company all expenses and charges, if not yet paid, for the

activity carried out until the early withdrawal or until the occurrence of the remaining cases referred to in this §.

If the Company, after the signing of the contract and before the development of the initial or renewal audit (Main Audit/Re Audit), no longer intends to obtain the Certification or its renewal (as the case may be), it must promptly inform AJA in writing within 60 (sixty) days from AJA's receipt of the signed contract; in this case AJA has the right to charge the Company a penalty, for a lump sum, in the amount of 500.00 euros (five hundred/00 euros) which the Company will have to pay to AJA. from AJA's receipt of the undersigned contract; in this case, AJA has the right to charge the Company a flat-rate penalty of 500.00 euros (five hundred/00 euros) as costs sustained for the preliminary investigation and closing of the file. If, in the case of the present paragraph, the Company does not communicate to AJA in writing its will to stop obtaining the Certification or its renewal or if it makes itself unavailable, not allowing AJA to plan the Audit or to carry it out, AJA has the right to charge the Company an amount corresponding to 30% of the contractual amount, even in case of communication given by the Company to AJA without respecting the above-mentioned term of 60 (sixty) days.

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

Invoicing and payments will be made as foreseen in the offer accepted by the client company.

AJA reserves the right to modify the accepted offer during the contractual validity period due to particular events (for example: increase in the number of employees of the company, substantial increase in inflation, etc.). These changes will be communicated to the company in writing; in this case the customer has the right to withdraw from the contract. In this case the communication of early withdrawal must in any case take place within one month of receipt of the updated economic offer and in this case the clauses relating to early withdrawal from the contract will not apply.

AJA reserves the right to review the rates applied on the date of the proposal, if the information provided by the company at the time of filling in the questionnaire is later found not to be in line with what AJA ascertained after the verification has been carried out. In this case the company, due to false declaration of the data, may still withdraw from the contract but with the application of the penalties referred to in the second paragraph of this paragraph (early withdrawal).

19. REGISTER OF CERTIFIED COMPANIES

The Register of all the Companies certified by AJA is kept at the accredited site. Furthermore, AJA will publicize the certificates issued under accreditation and / or notification, according to the accreditation regulations and / or law binding regulations.

20. PUBLICITY AND USE OF THE CERTIFICATION MARK

The client company, only after obtaining the certification, will be able to use the certification mark according to what established in this regulation and in the special regulations to which reference is made for the graphic details of the certification marks to be used.

The use of marks and certificates is optional; in particular, however, the certified company must use the certification mark when it is obliged by law (for example, and not exhaustively, it is mandatory to report on the transport documents the details of the FPC certification for producers of cement conglomerate pursuant to the Ministerial Decree 14/01/2008).

The client company can use the certification mark on headed paper, billing format, envelopes, business cards, brochures, leaflets and other dissemination tools, packaging, transport documents, etc. according to the following rules.

In the case of product certification, the certification mark can be placed directly on the product / packaging / pack; in the event that the product / packaging / pack does not allow the affixing of the mark in a manner that respects the dimensional constraints of the particular regulations, it will be possible to apply a tag to the product reproducing the certification mark also small in size in order to respect the proportions prescribed in the special regulations or a placard reproducing the certification mark (as defined in the special regulations) can also be displayed, also enlarged, always respecting the proportions.

In the case of certification of processes and services, the certified company can affix the certification mark on the instrumental means (commercial vehicles, buildings, plates, gowns, overalls, etc.) used for the provision / supply of the process / service, with the addition of the term "Certified Process" or "Certified Service" and not directly on products (including packaging or transport bill) made by applying the the certified process / service. In the case of only partially certified processes / services, the term must be integrated with the necessary limitations ("... limited to ..."). In the case of affixing to technical documents, catalogues and advertising material, the certification mark must be affixed to the certified product / process / service. The certification mark can only be used in reference to activities strictly related to the subject of the certificate.

Note:.. The certification of the "factory production control", necessary for the CE marking of construction products according to the EC Reg. No. 305/2011, is to be considered a process certification and should not be confused with product certification; for this reason AJA certification mark can not be placed directly on the product or on the transport documents, on which however the term "Organization with factory production control certified according to EN certificate No." can be utilized.

Certified companies must refrain from using the mark and certificate in a misleading manner and for products / processes / services not covered by the certification scope. In

case of doubtful interpretation it is up to the client company to submit this matter to AJA for written confirmation of its validity and its correct use.

In the event that the certification scheme is not accredited / authorized, the company will not be able to use the certification mark in conjunction with the accreditation / authorization body's mark (see special regulations).

Certified companies must use marks and certificates in such a way that they do not cause discredit to AJA and the accreditation / authorizing body (in the case of use of the joint mark) and not make any declaration regarding certification that can be considered misleading or unauthorized by AJA / accreditation / authorizing body.

AJA reserves the right to request the termination of the non conforming practice and, secondly, to take appropriate legal actions to stop improper use of marks and certificates and to protect its image.

The use of the certification mark must immediately cease in cases of non validity or following suspension or revocation measures; in these last two cases the company must also proceed to remove any reference to certification on: websites, headed paper, plates / signs, etc. AJA Europe SRL will verify, where applicable, the actual cessation of the use of certificates and related logos no longer in force through the website and any other means deemed effective.

The special regulations describe, for the single certified product / process / service, the certification mark to be used both in terms of size and colour; they also establish possible marks of accreditation / authorization bodies to be used in combination.

21. RESERVES, COMPLAINTS AND APPEALS

The applicant/certified company has the right to make reservations (recusal) on the names of the members of the GVI, within 2 days of receiving the communication of the inspection visit; in the absence of a reply within the above-mentioned term, the GVI shall be considered accepted. The company may express reservations on the names of the members of the GVI in case they have behaved incorrectly, to be demonstrated with objective evidence, and in case of conflicts of interest. If the objection is well-founded, AJA will modify the GVI and take action against the inspector who has behaved incorrectly.

If the company does not agree with the findings of the GVI, it may make an informal reservation to the Coordinating Inspector and raise the issue during the final closing meeting, during the presentation of the findings of the inspection. If the observations are accepted, the Coordinating Inspector will review the findings. If the company is not satisfied or is dissatisfied with the conduct and professionalism of the GVI, it has the right to enter a reservation at the bottom of the inspection report and forward to AJA a formal appeal which must be submitted, exclusively in writing, to the attention of the Director of the Products Division, within 30 days from the date of the official communication of the decision and must, among other things, provide details of

- the personal details of the person lodging the appeal
- a detailed description of the circumstances to which the appeal relates,
- the facts and grounds on which the appeal is based.

All Stakeholders, including of course certified companies, have the right to make a formal complaint to AJA. The complaint form (XPCI-RECECLAMI) is available on the website www.acubetic.com.

In the event of an appeal or complaint, formal receipt will be provided to the complainant. The Director is obliged to promote the internal investigation of the causes with the aim of resolving the dispute. The investigation and decision on the appeal or complaint will be handled by persons not directly involved in the process that generated it.

If an appeal or complaint is submitted to AJA, it will be formally acknowledged within 5 working days. The Director is obliged to promote the internal investigation of the cases with the aim of resolving the dispute. The examination of and decision on the appeal or complaint will be handled by persons not directly involved in the process that generated it.

The investigation may also involve referring the case back to the Certification Committee for decision.

At the end of the investigation, the Director will notify the complainant in writing. If the outcome of the investigation is negative, the Director notifies the possibility of exercising the right of appeal. In the event of an appeal, the dispute shall be examined and resolved within 3 months of receipt of the appeal by a Technical Committee appointed for this purpose by the AJA and in the second instance by a Board of Arbitrators appointed for this purpose.

The detailed procedures for handling complaints and appeals are set out in the XPCI_PRO_RECLAMI procedure, available at www.acubetic.com.

22. COMPLAINTS RECEIVED BY THE ORGANIZATION

All certified companies shall establish and maintain a complaints register in which all reports/complaints/disputes from customers, users of their products/services and anyone

else with an interest in them (e.g. construction management and control/supervision authorities) shall be recorded.

The company shall take all necessary actions appropriate to the complaints and defects found that affect compliance with the certification requirements; it shall also record these actions.

AJA will review these records during surveillance and renewal audits.

In the event that AJA receives complaints that the certified company is not operating in accordance with the requirements set by AJA, such a situation may result in the withdrawal of the certificate, or the performance of a full supplementary audit, the costs of which will be charged to the company.

23. ACCOMPANIED BY THE ACCREDITATION / AUTHORIZING / NOTIFYING BODY

The applicant / certified company must allow access to one or more representatives of the accrediting and / or notifying body at the certified or to be certified sites or at the operational sites where the inspection activities are carried out by AJA. These audits may be conducted by the accrediting and/or notifying body in accompaniment of the AJA audit team or, alternatively, may be conducted directly by ACCREDIA personnel at the certified organisation (Market Surveillance Visit).

The presence/activity of a representative of the accrediting/notifying body will not condition in any way the decisions of the AJA GVI.

Any refusal by the organisation selected for a visit by the accrediting/notifying body will result in the failure to issue certification, where applicable, or suspension of a certification already granted

24. LIMITATIONS OF RESPONSIBILITY

AJA takes the burden of fulfilling its contractual obligations with due diligence with responsibility arising only in the case of proven negligence.

Except as provided for by mandatory provisions of law, AJA assumes no responsibility towards the company and remains wholly exempt from any and all liability arising from this contract and its execution or related to it, as a result of declarations or for the failure to comply with any expressed and non-expressed term, warranty, legal or regulatory provision, for any indirect damage of any nature that affects the company, including loss of profit and emerging damage. Any compensation for other reasons by AJA to the company will be limited, for joined reasons or causes, to the amount paid by the company to AJA for the provision of the service (excluding VAT) referred to in this contract

AJA will not in any case be liable for compensation for any damage that may arise as a result of:

- 1) fortuitous event
- 2) force majeure
- 3) disadvantages that may arise in the provision of the service due and not due to technical / organizational problems not attributable to it.

The Company is expressly obliged to guarantee and to keep AJA free from any responsibility regarding any claim made by third parties for damages, losses, indemnities or disbursements of any kind arising from the even partial or non-execution of any service for the part of the overall amount relating to the various complaints that pertain to each service, exceed the threshold referred to in the second paragraph of this provision.

AJA does not and can not under any circumstances be understood as an insurance institution or as guarantor and declines and rejects any responsibility in this regard. The company that wants an appropriate coverage that guarantees it against damages and / or losses must stipulate a special insurance.

AJA in the fulfillment of this contract and in the execution and provision 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 context and for any reason.

The company is, in any case, the sole and exclusive responsible, in respect of any third party, both for everything concerning its activities, including characteristics and requirements of products / processes / services it produces / implements/ supplies, and for the correspondence of his work to the provisions of the related regulations.

The issuance and / or maintaining of the certification by the company does not embody the typical requirements of authorizations and / or acknowledgments by AJA and does not in any way prove compliance with the regulations in force by the company.

In case AJA is no longer able to provide the type of service, originally contracted, for changes occurred in the field of application of the accreditation and / or notification of AJA, will be promptly communicated to the client - according to the timing possibly indicated for the specific sector by the competent authorities - so that the client can take the necessary actions without interruption in its certification.

This eventuality implies the forfeiture of the contractual obligations by both parties, except for the accrual, and nothing can be claimed by the client to AJA for the possible consequences.

25. COMMUNICATION CHANNELS BETWEEN THE COMPANY AND AJA

The company will be able to use the communication channels that it will consider more convenient; in any case, emails are, to date, certainly the most convenient means. In particular, it may use the following e-mail addresses:

- Marketing and contractual aspects: See economic offer
- Technical aspects: See economic offer

For complaints, appeals and contractual terminations, instead, it can be used the following certified email address:

ajaeurope@legalmail.it

26. SPECIAL CLAUSES AND HIERARCHY OF DOCUMENTS

For what is not defined in the present General Regulations, please refer to the Special Regulations.

In the case of discrepancy between the contractual documents, the following hierarchy of documents applies:

1. Offer accepted by the client (contract)
2. Special regulation
3. General regulation.

27. CONTROLLED DISTRIBUTION OF REGULATIONS

In the case of updating the General Regulations and the Special Regulations, AJA shall send the aforementioned documents updated to the customer only if the changes have an impact on the contractual clauses; for instance, there will be no controlled distribution in case of revision due to formal errors or because the scope of application has been changed, such as the inclusion of a new certification scheme. In the other cases, the aforementioned documents will be sent to the customer who may accept or not the new contractual clauses. In the case of non-acceptance, AJA will terminate the contract upon expiration of the same if the customer has failed to sign the updated regulations.

28. COMPETENT COURT

The disputes related to: payment of the fees and expenses due to AJA Europe SRL for services provided in relation to the contract, this regulation and the special regulations or anything else, nothing excluded, inherent to it, use of the mark, logo, distinguishing sign, name and anything else belonging to the exclusive right of industrial property are exclusive jurisdiction of the court of Avellino.

AJA reserves the right to modify these Regulations at any time. Only companies that have undertaken the certification process with AJA will be informed of any changes.

This document is considered an integral part of the contractual documentation. The contract is concluded with the signature of the offer and of this document.

By signing this document it is meant to accept all the clauses included in the same (§ 1 ÷ § 28) and it is declared to have received the information notice on the processing of personal data by AJA Europe SRL and to give the consent to the processing of the same for the purposes indicated in the aforementioned information notice.

certificate”, 14 “Changes in the organization”, 15 “Misuse of certificates”, 16 “Suspension of the certificate”, 17 “Revocation of the certificate”, 18 “early termination and contract costs” 20 “Publicity and use of the certification mark”, 21 “Reserves, complaints and appeals”, 22 “Complaints received by the organization”, 23 “Inspection accompanied by the accreditation / authorizing / notifying body”, 24 “Limitations of responsibility”, 25 “Communication channels between the company and AJA”, 26 “Special clauses and hierarchy of documents, 27 “Controlled distribution of regulations” and 28 “Competent court”.

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| Date | Stamp and Signature of the Legal Representative for acceptance |
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| Date | Stamp and Signature of the Legal Representative for acceptance |
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After carefully reading each clause of this regulation and rereading the following clauses of this regulation:

8 “General obligations of the client company”, 9 “Certification request”, 10 “Initial assessment”, 11 “Conduct of the inspection”, 12 “Re-certification”, 13 “Changes to the certificate”, 14 “Changes in the organization”, 15 “Misuse of certificates”, 16 “Suspension of the certificate”, 17 “Revocation of the certificate”, 18 “early termination and contract costs”, 20 “Publicity and use of the certification mark”, 21 “Reserves, complaints and appeals”, 22 “Complaints received by the organization”, 23 “Inspection accompanied by the accreditation / authorizing / notifying body”, 24 “Limitations of responsibility”, 25 “Communication channels between the company and AJA”, 26 “Special clauses and hierarchy of documents, 27 “Controlled distribution of regulations” and 28 “Competent court”, pursuant to and for the purposes of art. 1341 and 1342 of the Civil Code, declares to approve specifically and expressly the following clauses of this regulation:

8 “General obligations of the client company”, 9 “Certification request”, 10 “Initial assessment”, 11 “Conduct of the inspection”, 12 “Re-certification”, 13 “Changes to the