

1. COPYRIGHT

These Terms and Conditions are the property of AJA Europe SRL (hereinafter referred to as 'AJA') as the copyright holder. This right is governed by national laws and international treaties on copyright protection.

All rights and titles are and shall remain with AJA, including intellectual property rights.

2. TERMS, DEFINITIONS AND ACRONYMS

The terms and definitions set out in standard UNI CEI EN ISO/IEC 17000:2020, in Regulation (EU) No 765/2008, in Regulation (EU) No 305/2011 and in Legislative Decree No 106/2017, as defined below, shall apply.

Accreditation: attestation by a national accreditation body certifying that a specific conformity assessment body meets the criteria laid down in harmonised standards and, where appropriate, any other supplementary requirements, including those defined in the relevant sectoral programmes, to carry out a specific conformity assessment activity (Reg. (EC) No 765/2008 Chapter 1, Article 2, Paragraph 10).

National Accreditation Body: the sole body in a Member State authorised by that State to carry out accreditation activities (Regulation (EC) No 765/2008, Chapter 1, Article 2, Paragraph 11).

Accredia: Italian Accreditation Body.

Authorisation and notification: Act by which the competent authorities authorise a notified body to carry out third-party tasks in accordance with the systems for assessing and verifying the constancy of performance set out in Annex V to Regulation (EU) No 305/2011.

Competent authorities: the Higher Council of Public Works, within the Ministry of Infrastructure and Transport (MIT), the Ministry of the Interior and the Ministry of Enterprise and Made in Italy (MIMIT)

Accompanying visit (VA): observation of AJA activities, carried out on-site at a certified or candidate organisation, by the accreditation body and/or notifying authority

Specified requirement: An established need or expectation. Specified requirements may be set out in regulatory documents such as regulations, standards and specifications.

Harmonised technical specifications: harmonised standards and European Assessment Documents.

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

European Assessment Document: a document adopted by the TAB organisation for the purpose of issuing European Technical Assessments.

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

Third-party conformity assessment activity: A conformity assessment activity carried out by a person or body that is independent of the person or organisation providing the object and of any user interests in that object.

Conformity assessment system: Rules, procedures and management model for carrying out conformity assessment.

Conformity assessment body: A body that provides 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 specified requirements by an object of conformity assessment.

Statement: The issuance of an assertion, based on a decision following a review, that compliance with specified requirements has been demonstrated.

Certification: Third-party attestation relating to products, processes, systems or persons.

Certificate: A document certifying conformity to a standard, regulation, code of practice or specification.

Inspection: Examination of a design, product, process or installation and determination of its conformity with specific requirements or, based on professional judgement, with general requirements.

Inspection or Assessment: A systematic, independent and documented process carried out on the organisation to obtain information in order to determine the extent to which the reference criteria have been met.

GVI: Inspection team, consisting of a coordinating manager and one or more team members.

Lead Inspector: Head of the inspection team.

Inspector: Member of the inspection team.

Organisation/Company: Client who accepts the offer and the Regulations.

Major Non-Conformity (MNC): Total failure to meet a requirement in relation to the reference specifications, which jeopardises the conformity of the products, processes or services provided by the company with the applicable requirements. An MNC may also arise from the repeated failure to effectively rectify a MNC previously raised by AJA with its client.

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

Observation (OSS): A suggestion for improvement aimed at preventing a potential non-conformity or providing ideas for improving documents, records and/or operating procedures.

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

Implementation: The application of a tool, technique, process or methodology from theory to practice.

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

Surveillance: Periodic assessment.

Complaint: A formal grievance, addressed in writing to AJA, regarding an actual or alleged irregularity to one's detriment, made by any person or organisation, concerning an alleged or actual irregular activity that requires a response.

Reservation: A specific objection to the findings reached by the GVI

Appeal: A reasoned request, addressed in writing to AJA, by any person or organisation with the aim of obtaining a change to a decision taken by AJA deemed to be prejudicial to a right or interest (e.g. suspension, revocation of the certificate).

Impartiality: the presence of objectivity.

Impartiality Safeguarding Committee (ISC): A committee composed of individuals external to the AJA organisation which monitors AJA's impartiality, objectivity, absence of conflicts of interest, bias, preconceptions, independence, fairness and balance.

Consultancy:

- a) design, manufacture, installation, operation, maintenance and distribution of certified products or those to be certified
- b) the design, implementation, operation and maintenance of certified processes or those to be certified
- c) design, implementation, provision or maintenance of a certified service or one to be certified.

It should be noted that the term 'certified or to-be-certified products, processes and services' is applied broadly to ensure impartiality and independence and, therefore, is to be understood as extending to 'types of certified or to-be-certified products, processes and services' and not only to those produced/implemented/provided by certified companies.

Product: The result of a process.

Construction product: any product or kit manufactured and placed on the market to be permanently incorporated into construction works or parts thereof, and whose performance affects the performance of the construction works in relation 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 product families: a set of products whose certification requires similar technical expertise of personnel, testing equipment and certification rules.

Performance of a construction product: the performance in relation to the relevant essential characteristics, 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 harmonised technical specifications.

Inspection report: A document, issued by GVI and countersigned by the company, which sets out the conformity assessment carried out, the evidence gathered and the conclusions reached by GVI.

Checklist: Checklists used by the GVI to assess the conformity of the products/processes/services under assessment and to collect the necessary evidence examined on a sample basis during the assessment.

Logo: AJA's registered symbol for its presentation. Only AJA may use its logo on its documents.

Mark: A symbol that AJA grants for use to certified entities, which they use to indicate their certification status. It consists of the logo as specified in these regulations and in the specific regulations to which reference is made.

3. INTRODUCTION

AJA is a certification body for systems, personnel and products, operating in Italy and worldwide with accredited and/or notified conformity assessment schemes. Some conformity assessment schemes, however, are implemented without accreditation. For details of accreditations and notifications, please refer to the Specific Regulations which define, for each certification scheme (product, process and service), whether it is managed by AJA with accreditation/notification.

4. STANDARDS

- ✓ UNI CEI EN ISO/IEC 17000:2020
- ✓ UNI CEI EN ISO IEC 17065:2012
- ✓ UNI CEI EN ISO IEC 17021-1:2015
- ✓ Reg. (EU) No. 765/2008
- ✓ Reg. (EU) No. 305/2011
- ✓ Legislative Decree No. 106/2017
- ✓ Ministerial Decree of 17 January 2018
- ✓ Note No. 3187 of 21 March 2018 from the Central Technical Service of the Higher Council of Public Works.
- ✓ RG-01 Rev.05 dated 3 May 2022 by Accredia
- ✓ RG 01-03 Rev.02 dated 3 May 2022 by Accredia
- ✓ RG-09 Rev.12 of 16 April 2024 by Accredia
- ✓ Legislative Decree No. 102 of 4 July 2014, "Implementation of Directive 2012/27/EU on energy efficiency, amending Directives 2009/125/EC and 2010/30/EU and repealing Directives 2004/8/EC and 2006/32/EC.
- ✓ Accredia accreditation scheme UNI CEI 11352:2014
- ✓ 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 November 2018 "Implementing Regulation of Regulation (EU) No. 517/2014 on fluorinated greenhouse gases and repealing Regulation (EC) No. 842/2006.
- ✓ Accreditation scheme for conformity assessment bodies for the issuance of certificates to undertakings carrying out the activities referred to in Regulation (EC) No 304/2008 and in the implementing Regulation (EU) 2015/2067 and drawn up pursuant to Article 4(1) of Presidential Decree No 146 of 16 November 2018, approved by the Ministry of the Environment, Territorial Planning and Maritime Affairs (MATTM) by Decree No 9 of 29 January 2019.
- ✓ PEFC ST 2003:2020 "Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard

Note: for certification standards, please refer to the specific regulations.

5. PURPOSE

The purpose of these general regulations is to govern the contractual relationships between AJA and its clients, in relation to conformity assessment and certification activities for the following products/processes/services:

1. Factory production control of construction products in accordance with the 2+ system referred to in Annex V of Regulation (EU) No 305/2011 for aggregates, steel and aluminium components.
2. Production process for fusion welding of metallic materials in accordance with UNI EN ISO 3834,
3. Self-declared environmental statement in accordance with UNI EN ISO 14021,

4. Provision of energy services in accordance with UNI CEI 11352,
5. Commission Implementing Regulation (EU) 2015/2067 of 17 November 2015 establishing, in accordance with Regulation (EU) No 517/2014 of the European Parliament and of the Council, the minimum requirements and conditions for the mutual recognition of the certification of natural persons with regard to stationary refrigeration and air-conditioning equipment, stationary heat pumps and refrigeration units in refrigerated lorries and trailers containing fluorinated greenhouse gases, as well as for the certification of companies in relation to stationary refrigeration and air-conditioning equipment and stationary heat pumps containing fluorinated greenhouse gases.
6. Regulation (EC) No 304/2008 establishing, in accordance with Regulation (EC) No 842/2006 of the European Parliament and of the Council, the minimum requirements and conditions for the mutual recognition of the certification of companies and personnel in relation to fixed fire protection systems and fire extinguishers containing certain fluorinated greenhouse gases
7. Chain of Custody process for forest products (PEFC-CoC) in accordance with PEFC ITA 1002:2020 and PEFC ST 2002:2020.

Note: Some of the above product schemes are accredited and/or authorised/designated, whilst others are neither accredited nor authorised; for details of accreditation and/or authorisation, please refer to the specific regulations.

6. INDEPENDENCE, IMPARTIALITY AND CONFIDENTIALITY

AJA requires all its staff to sign a specific declaration regarding the obligation to maintain the utmost impartiality, independence and confidentiality regarding information acquired during contacts with the company; in particular, all staff, whether employees or contractors, involved in the process of issuing, maintaining or renewing the certificate, must not have provided consultancy services to client companies in the preceding two years and may not provide consultancy services to client companies for the following two years. In any case, employees or collaborators may never carry out consultancy activities as defined in § 2, except for those acting as inspectors and decision-makers, if they are external collaborators; subject to the provisions of the first paragraph. In this regard, AJA follows the guidelines set out by Accredia's Steering and Guarantee Committee (CIG-ACCREDIA) in the recommendations of 11 May 2022 for the certification of products, processes and services.

Where legislation requires that information be disclosed to a third party, authorisation will be sought from the organisation concerned, except in cases where AJA is legally obliged to do so regardless of the organisation's authorisation.

AJA manages its certification activities by implementing a management system that ensures impartiality, so that commercial, economic, financial or other pressures do not compromise impartiality.

In particular:

- a) it continuously identifies and assesses the risks associated with its activities, its relationships and the relationships of its employees and collaborators,
- b) has appointed a committee to safeguard impartiality,
- c) does not provide consultancy services.

Furthermore, AJA undertakes to:

- d) not to offer its certifications in conjunction with consultancy activities and not to enter into partnerships with consultancy firms or consultants,
- e) not to provide names or recommend consultancy firms/consultants to its clients,
- f) not to use either employees or contractors in review and decision-making activities if less than two years have elapsed since such personnel may have provided consultancy services to the client company.

AJA may pay commercial commissions to professionals/consultants who act as intermediaries for their clients. However, this does not mean that the certification process will in any way be – thanks to the intermediation of third parties – simpler, easier or faster for the referred company.

In accordance with EU Regulation No. 679/2016, AJA will process the data provided by the company in the context of commercial relations exclusively for the purposes of properly fulfilling the contractual obligations undertaken, as well as those imposed by current legislation. In particular, details regarding the status of the certification will be made public and/or made available. Such processing will take place both manually and via AJA's IT system in a manner that ensures the security and confidentiality of the data. Any processing carried out outside AJA's

premises is entrusted to professionals who are required to provide written assurance of compliance with the relevant legislation. The data controller is AJA Europe S.r.l. and the data processor is Mr Gianmarco Pagliuca. The data subject may, at any time, exercise the right to request information regarding data processing from the data controller and the data processor. Please note that the full text of the relevant legislation is published on the website www.garanteprivacy.it.

7. ORGANISATIONAL CHART

A copy of AJA's organisational chart, detailing the organisation's responsibilities and structure, is available on request.

8. GENERAL OBLIGATIONS OF THE CLIENT COMPANY

To obtain and maintain the certification issued by AJA, the company must agree to and comply with the following general conditions and the provisions set out in the relevant specific regulations.

All information deemed necessary by AJA to complete the assessment programme must be made available by the applicant company (a 'complete and comprehensive' completion of the questionnaire). The information provided will be verified against the evidence gathered during the inspection. The company shall in any case be responsible for the accuracy of the information.

The company must take all necessary steps to facilitate the conduct of the inspection, making available to the GVI and any observers (from Accredia and/or other competent authorities) the system documentation, the products/processes/services to be assessed, the records, access to company premises or areas, personnel data and records, and anything else relevant to the activity and site for which certification has been requested.

The certificate of conformity shall refer only to the site or sites subject to assessment and in any case registered with the relevant Chamber of Commerce; furthermore, it shall relate only to the purpose stated on the certificate itself. The company hereby accepts that the certificate will not be issued if the site(s) is/are not registered with the relevant Chamber of Commerce.

The applicant company must make payments within the timeframes set out in the financial offer, regardless of the outcome of the audit. In the case of initial certification or recertification, the certificate will not be issued until payments have been made.

Certification may be suspended or revoked if payments relating to surveillance audits are not made.

In order to demonstrate that management review and internal audit activities are carried out effectively, the certified company must conduct such activities at least annually, where the certification standard requires such internal activities.

The certified company must strictly comply with the rules on the use of certification marks set out in these regulations and in specific regulations.

The company must ensure free access to its own sites and those of its suppliers/customers for the GVI and any observers (from Accredia and/or other competent authorities), including by stipulating this obligation in contractual documents with suppliers/customers, and must make suitable PPE available to the GVI, as well as providing all relevant information regarding risks associated with personal safety.

The company undertakes to promptly notify AJA of any revocation or suspension of authorisations and/or licences directly or indirectly related to the products, processes or services covered by the certification issued, and, within the limits of the law, to notify AJA without delay of any legal and/or administrative proceedings relating to the subject matter of the certification.

The company undertakes to ensure the completeness and accuracy of the documents and information made available to GVI. AJA (and/or its representatives) is expressly exempt from any liability in the event of failure to provide data or the provision of incomplete data, as well as in the event that such data does not correspond to the company's actual situation.

The company undertakes to comply at all times with the certification requirements, including the implementation of appropriate changes when these are communicated by the certification body.

The company undertakes to comply with the provisions set out in the specific conditions contained in the relevant specific regulations.

9. CERTIFICATION APPLICATION

Upon receipt of the completed questionnaire from the company applying for certification, AJA will review the application and send a quotation specifying the

technical and financial aspects of the contractual proposal (excluding the FGas sector).

The order is confirmed following the review of the application.

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

The counter-signed offer from the requesting company constitutes a binding contract.

In the FGas sector, the customer signs a purchase proposal that already sets out the possible types of service offered by AJA, the technical aspects and the certification fees.

Upon receipt of the purchase proposal, AJA will review it and send an order confirmation, which constitutes a binding contract.

In the event of a certificate transfer from another Certification Body, please refer to the specific regulations for the individual product/process/service.

10. INITIAL ASSESSMENT

All inspections are carried out by sampling the activities/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 verification of the representative sample examined by the GVI.

The assessment of conformity of the product/process/service for which the company has applied for certification may be carried out in two stages:

- Documentation phase (phase 1), to be carried out at AJA's premises or at the client's premises. The purpose of this assessment is to evaluate the compliance status of the company's documentation with the requirements of the relevant standard, the operational sites subject to certification, and compliance with applicable mandatory requirements.
- On-site assessment phase (Phase 2 – audit) to be carried out at the organisation's operational premises. The purpose of the inspection is to assess whether the company complies, from an operational perspective, with the requirements of the relevant standard and the procedures defined by its control/management system. During Phase 1, the Lead Auditor will determine the timing and feasibility of carrying out Phase 2.

GVI will use specific checklists for the conformity assessment, recording its findings and drawing up a final report as described below.

To gather objective evidence, the GVI may consult the documented information produced by the client, observe staff whilst they carry out their activities, interview staff and, in some cases, conduct tests.

Furthermore, the GVI may obtain copies of the main documents supporting the recorded objective evidence and/or take photographs/videos.

The client must allow copies of company documents relevant to the subject matter to be certified to be attached to the inspection report.

11. CONDUCT OF INSPECTION VERIFICATIONS

AJA will agree the date of the inspection with the company, following which a formal notification and the inspection plan will be sent at least 3 working days prior to the agreed date for the inspection.

Following the inspection, the GVI will draw up an inspection report, a copy of which will be left with the client; this report will also contain a proposal for the issue/maintenance/renewal of the certificate. In the absence of any communication from AJA to the company within 15 days of the end of the inspection, the inspection report shall be deemed accepted and any findings, if formalised by the inspection team, shall be deemed confirmed in both their wording and classification (major non-conformities, minor non-conformities and observations).

Should the GVI identify one or more non-conformities, the continuation of the assessment process will be subject to the acceptance (and, where necessary, verification) by AJA's Coordinating Inspector of the proposed corrective action, which must be formulated by the company within a maximum of 15 days from the date of confirmation of the assessment report. Generally, the proposed corrective actions, drawn up by the company, are assessed by the head of the inspection team; in particular cases of urgency, the aforementioned proposals may be assessed by other AJA staff holding the same qualification as the Coordinating Inspector.

In the event of major non-conformities, these must be resolved by the company and effectively assessed by AJA within a maximum of 90 days from the date of the inspection; in particular, the company must resolve them effectively within a maximum of 75 days so as to allow AJA sufficient time (15 days) to assess the implementation and effectiveness of the corrective actions and treatments. The findings must in any case be verified before the file is submitted to the decision-making committee; verification may be documentary or carried out on-site by means of a supplementary inspection, at AJA's sole discretion. Once the company has demonstrated that it has undertaken effective corrective action, AJA will schedule, subject to an additional fee, a further inspection visit solely for those aspects that cannot be verified through a documentary review. Should the applicant company fail to implement the corrective action within the specified timeframe, it will be necessary to repeat the entire inspection, subject to an additional fee.

In the case of minor non-conformities, once AJA has accepted the proposals put forward by the company in accordance with the procedures described above, these will be verified during the subsequent inspection visit as per the surveillance audit schedule.

In some cases, AJA may request documentary evidence to support the proposals put forward by the company.

Where the subsequent inspection is scheduled as a documentary review under the periodic surveillance programme (e.g. Form 1090), the assessment of minor non-conformities will be carried out on the basis of documentation where possible; otherwise, it will be carried out on-site, and a field inspection will therefore be preferred over a documentary review as initially planned. The timeframe for resolving non-conformities must not exceed one month from the date of the inspection; whilst the timeframe for the effective implementation of corrective actions must not exceed three months from the date of the inspection.

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

With regard to the FGAS scheme alone, findings are classified as Non-Conformities (all to be treated as major, i.e. to be resolved before the decision) and Observations. The rules already set out for the management of Major Non-Conformities apply.

Prior to carrying out the technical review and the decision-making process, AJA shall, during the file completeness review phase, verify not only the completeness of the documents contained in the dossier submitted by the Coordinating Inspector, but also the possibility of confirming the findings and conclusions of the audit, as well as the proposed corrective actions, even if accepted by the Coordinating Inspector.

The Technical Decision-Making Committee shall review the evidence gathered during the inspection and shall ratify or reject the assessment team's proposal, including by requesting additional information or clarifications from both the Coordinating Inspector and the organisation.

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

If the technical review conducted by the Technical Deliberation Committee following the certification visit yields a positive outcome, AJA will then issue the certificate (and any annexes), which will be sent to the company. The certificate is identified by a number, the date of first issue, the current issue date in the case of re-issue, and generally the expiry date (see § 12); it will also contain details of the client, the production site, the certified subject, the reference standard and the scope of application. The certificate and any annexes shall remain the property of AJA and may not be copied or reproduced in any way without the prior approval of an AJA manager. However, monochrome photocopies of the certificate are permitted for the purpose of informing clients of the successful certification.

Maintenance of the certification is, however, subject to the successful outcome of the contractually stipulated surveillance visits and the positive decision of the Technical Deliberation Committee. Surveillance audits are carried out at the intervals defined in the offer and the specific regulations.

Following each surveillance audit, for certain certification schemes, the maintenance of the certificate is formally communicated to the company by AJA; for others, however, tacit consent applies. The specific regulations define the different procedures.

The applicant company must allow AJA to conduct periodic surveillance audits in accordance with the provisions of the financial proposal, the specific regulations and the surveillance audit programme.

The company must ensure compliance with the timelines communicated by AJA and make the staff involved in the audits available. The certified company shall allow free access to the premises, staff and records.

Furthermore, AJA reserves the right to carry out unannounced inspections and to send, during an inspection, its own observer, even without prior notice, for the purpose of monitoring the service provided by the GVI and to safeguard its clients.

AJA reserves the right to carry out additional inspections, not included in the surveillance inspection schedule, which will be notified at short notice or without notice compared to normal maintenance visits. This situation may arise:

- following the receipt of complaints involving the organisation,
- following reports of changes in the company's circumstances that could cast doubt on the effectiveness of the manufacturing/delivery and control system for the certified product/process/service (changes relating to organisational, management, legal, operational site, process aspects, etc.).
- to lift suspensions of the validity of certification previously imposed or granted.
- Due to changes to the reference standard.

AJA shall clearly communicate the technical and financial conditions of the visits in question to the organisation, directly in the notification of the planning of such visits.

The Company may not refuse to undergo these audits, failing which the certificate will be suspended or withdrawn.

12. RE-CERTIFICATION

The certificate is generally valid for three years from the date of the technical committee's decision, unless otherwise specified in the specific regulations or tenders; its validity will automatically expire on the certificate's expiry date, unless the company renews the contract and the recertification inspection is carried out within the certificate's period of validity. For certain certification schemes (see specific regulations), however, the certificate is issued without an expiry date and its validity is subject to the company renewing the contract and, in any case, to the first surveillance audit being carried out after the contract renewal date within the timeframes set out in paragraph 11. The tender may also provide for the tacit renewal of the contract.

AJA shall, within 60 days of the certificate's expiry or the date scheduled for the first surveillance audit following contract renewal (in the case of certificates without an expiry date), inform the company of the approaching date and request that it confirm and/or update the data held by AJA, which must be received prior to the next audit. In such cases, and for certificates bearing an expiry date, in order to maintain the historical continuity of the certification, the parties undertake to ensure that at least the renewal audit is completed by the certificate's expiry date. If the entire certification process (including the resolution) is completed before the certificate's expiry date, the certificate will be reissued with a date prior to the expiry date and will remain valid; however, if the company has agreed to carry out the renewal audit close to the expiry date and the resolution therefore, takes place after the certificate's expiry date, the certificate will retain the same number and the re-issuance date, which corresponds to the date of the resolution, will be after the expiry date; consequently, the certificate will have lost its validity during the period between the expiry date and the date of the renewal resolution. In this regard, please note that AJA requires at least 15 days from the successful completion of the inspection (conducting the inspection and addressing any findings). Subsequent expiry dates, in the case of certificate renewal, will always refer to the previous expiry date.

Upon expiry of the certification's validity period, companies that have not permitted the renewal inspection to be carried out shall no longer have any right to claim certification by AJA and must cease all use of the certification mark. The certificate must be returned to AJA, together with any other items falling within the latter's exclusive intellectual and industrial property rights.

For certificates that do not specify an expiry date, the same obligations apply as for surveillance audits.

Please refer to the specific regulations for details on any certificate expiry dates depending on the product scheme.

13. CHANGES TO THE CERTIFICATE

In the event of a request for changes to the certificate (data contained in the certificate and/or its annexes), AJA will send the company an information questionnaire through which it will collect the data necessary to assess the feasibility and requirements of the request. AJA reserves the right to assess whether the request requires technical support (e.g. documentary and/or on-site verification) or merely the reissue of the certificate. Both technical and financial aspects will be formalised in a new proposal, unless already contractually regulated, which will be submitted to the company. Should an on-site verification be necessary, this will be carried out in accordance with the procedures for inspection visits; if, however, it is of a documentary nature, AJA will request the necessary evidence from the company via email.

However, in the case of requests to extend the scope of certification relating to new products falling within the scope of the reference standard already certified, AJA will carry out a documentary review. In such cases, the client company shall request the change by email, and AJA will issue a specific quotation, requesting the necessary documents from the client company for documentary verification.

Even in the event of a request to reduce the scope of certification, the organisation must inform AJA of any changes within the organisation or regarding 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 within the scope of certification. In this case too, if necessary, both the technical and financial aspects will be formalised in a new proposal to be submitted to the company.

Furthermore, AJA will proceed with the reduction of the scope of certification should it ascertain that the organisation and the manufacturing/service provision system no longer meet the requirements, i.e. should the company have persistently or seriously failed to comply with the certification requirements relating to those parts of the scope. Such a reduction must be consistent with the requirements of the standard used for certification.

In all cases, a new certificate reflecting the change in scope will be issued (this reissue will be invoiced as stated in the financial proposal). The original previous certificate must be returned to AJA.

14. COMPANY CHANGES

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

- company name, corporate purpose;
- company form and shareholding structure;
- address and relevant sites;
- products, processes and services assessed by AJA;
- changes in management and/or qualified technical staff;
- significant changes to the system for the manufacture, implementation, delivery and control of certified products/processes/services, including technical control staff (e.g. welding coordinator, quality control manager), new plant, production lines, etc.

AJA will determine whether the notified changes require additional verification. Failure to inform AJA will result in the suspension of the certificate. In such cases, AJA is released from any liability arising from the client's failure to notify.

In the event of a change to the scope of certification, the company must update any public statements associated with the certification.

15. MISUSE OF CERTIFICATES

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

References that are inconsistent with the scope indicated in the certificate or the misuse of the marks may result in the suspension or revocation of the certificate. Furthermore, in such cases, AJA reserves the right to take legal action.

16. SUSPENSION OF THE CERTIFICATE

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

- ✓ failure to make arrangements for surveillance audits to be carried out within the specified timeframe;
- ✓ failure to address non-conformities (major and/or minor) within the established timeframe;
- ✓ repeated and proven falsification of company records;

- ✓ refusal by the company selected for an audit in the presence of assessors from the accreditation body and/or notifying body;
- ✓ an explicit request by the company;
- ✓ inadequate justification for the company's misuse of the certificate and/or mark;
- ✓ failure to pay the agreed fees.

The suspension may not, under any circumstances, exceed 6 months, failing which the certificate will be revoked and withdrawn. IN THE EVENT OF FAILURE TO PAY THE AGREED FEES, THE SUSPENSION MAY NOT EXCEED 3 MONTHS, FAILING WHICH THE CERTIFICATE WILL BE REVOKED AND WITHDRAWN.

For specific details, please refer to the individual regulations.

During the suspension period, the certification is invalid and the company must immediately cease using the certificate and any form of advertising relating to it. AJA will notify the official suspension of the certificate in writing, specifying the conditions necessary to lift this status and restore the full validity of the certification.

At the end of the suspension period, an investigation will be conducted to verify that the conditions for suspension have been resolved. If the verification is successful, the certificate will be reinstated; otherwise, it will be revoked. All costs incurred for the suspension and any subsequent reinstatement shall be borne by the certified company.

In exceptional cases, such as the transfer of production to another site and the simultaneous cessation of production activities, natural disasters, building collapses and any other unforeseeable event, the suspension may be granted for longer periods agreed with the client; in such cases, the client shall produce a sworn statement in accordance with Presidential Decree 445/2000, assuming full responsibility for any false declarations.

AJA reserves the right to publicise the suspension measure in the manner it deems most appropriate.

For suspensions imposed in the construction products sector for technical reasons, notification shall be given to the competent authorities and to the other Notified Bodies for the relevant mandate.

17. WITHDRAWAL OF THE CERTIFICATE

The Certificate shall be revoked in the following cases:

- ✓ the period of suspension exceeds the time limits set out in Article 16;
- ✓ the company does not wish to renew the contract;
- ✓ the company ceases trading or is subject to insolvency proceedings that prevent the normal and ordinary continuation of its business, or arranges for the transfer of the business or a branch of the company to a legal entity other than the one that obtained the certification, should AJA have established that the conditions necessary for the issue of the certification are no longer met;
- ✓ early withdrawal from the certification/early termination of the contract by the Company as referred to in paragraph 18.

AJA shall revoke the previously issued certification, with a consequent update of the certificate's validity status in its own records and in those of the relevant accreditation bodies/notified bodies.

For revocations – imposed in the construction products sector for technical reasons – notification will be given to the competent authorities and to the other Notified Bodies for the relevant mandate.

The revocation shall be notified in writing to the company, which has the right to appeal against this decision.

The revocation of the certificate also entails an obligation for the company to immediately withdraw all material on which the certification logos have been reproduced. Failure to do so will result in the improper use of the logos being prosecuted in accordance with current intellectual property legislation.

A revoked certificate cannot be reactivated.

Should the company wish to obtain certification again, a new certification process must be undertaken.

AJA reserves the right to publicise the revocation in whatever manner it deems most appropriate.

In the event of non-payment of the agreed fees, AJA reserves the right to revoke the certificate immediately or at a later date at its sole discretion.

18. EARLY TERMINATION AND CONTRACT COSTS

The Certificate will be revoked in the following cases:

- ✓ the Company does not wish to renew the certificate (natural expiry of the certificate);
- ✓ the Company ceases trading or is subject to insolvency proceedings that prevent the regular and ordinary continuation of its business, or disposes of the business or a branch of the business to a legal entity other than the one that obtained the Certification, provided that AJA has established that the conditions necessary for the issue of the Certification are no longer met, subject to the application of a penalty amounting to 50% of the outstanding contractual sum not yet paid, in addition to any further charges/expenses referred to in the current paragraph;
- ✓ withdrawal of the certificate (§ 17), subject to the application of a penalty amounting to 50% of the outstanding contractual sum not yet paid, in addition to any further charges/expenses referred to in the present paragraph;
- ✓ early withdrawal from the Certification/early termination of the contract by the Company, to be notified in writing to AJA, subject to the application of a penalty amounting to 50% of the outstanding contractual amount not yet paid, in addition to any further charges/expenses referred to in this paragraph.

Following revocation of the certificate, AJA shall update the validity status of the certificate in its own records and in those of the relevant accreditation bodies/notifying authorities.

For certifications in the construction products sector, notification will be given to the relevant authorities.

A revoked certificate cannot be reactivated.

Should the Company wish to obtain certification again, a new certification process must be undertaken.

The revocation of the Certificate entails the Company's obligation to immediately withdraw all material on which the certification logos have been reproduced. Failure to do so will render the improper use of the logos liable to prosecution under current intellectual property legislation.

Should, following the issue of the certification, even one of the cases listed above in this paragraph occur, with the exception of the first, AJA shall be entitled to charge the Company the amount specified above (as applicable) as compensation for withdrawal/penalty, to which shall in any case be added and charged to the Company all any expenses and costs, if not yet paid by the Company, for the work carried out up to the date of early withdrawal or until the occurrence of the remaining circumstances referred to in this paragraph.

Should the Company, after signing the contract and prior to the conduct of the initial or renewal audit (Main Audit/Re Audit), no longer wish to obtain the Certification or its renewal (as applicable), it must promptly notify AJA in writing within 60 (sixty) days of AJA's receipt of the signed contract; in which case AJA shall be entitled to charge the Company a fixed penalty of €500.00 (five hundred euros) to cover the costs incurred for the preliminary investigation and closure of the file. Should, in the circumstances referred to in this paragraph, the Company fail to notify AJA in writing of its intention to no longer pursue the Certification or its renewal, or should it become unavailable, thereby preventing AJA from planning or conducting the Audit, AJA shall be entitled to charge the Company an amount corresponding to 30% of the contract sum, even in the event of notification by the Company to AJA without compliance with the aforementioned 60 (sixty) day notice period.

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

Invoicing and payments shall be made as set out in the offer accepted by the client company.

AJA reserves the right to amend the accepted quotation during the contract period following specific events (by way of example: an increase in the number of the company's employees, a substantial rise in inflation, etc.). Such changes shall be communicated to the company in writing; in such cases, the client shall be entitled to terminate the contract. In this case, notice of early termination must in any event be given within one month of receipt of the updated financial offer, and in such cases the clauses relating to early termination of the contract shall not apply.

AJA reserves the right to review the rates applied on the date of the proposal if the information provided by the company when completing the relevant questionnaire is subsequently found to be inconsistent with AJA's findings following the completion of the verification. In such a case, the company may, due to the provision of false information, still withdraw from the contract but subject to the penalties referred to in the second sub-paragraph of this paragraph (early termination).

19. REGISTER OF CERTIFIED COMPANIES

The Register of all companies certified by AJA is kept at the accredited office. AJA shall also publicise the certificates issued under accreditation and/or notification, in accordance with the accreditation regulations and/or mandatory standards.

20. PUBLICITY AND USE OF THE CERTIFICATION MARK.

The client company may only use the certification mark (i.e. the ACT Group logo, of which AJA is a member) after obtaining certification, in accordance with the provisions of these regulations and the specific 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; however, the certified company must use the certification mark whenever required by law.

The client company may use the certification mark on letterhead, invoicing templates, envelopes, business cards, brochures, leaflets and other promotional materials, packaging, transport documents, etc., in accordance with the rules set out below.

In the case of product certification, the certification mark may be affixed directly to the product, packaging or container; should the product, packaging or container not permit the affixing of the mark in a manner that complies with the dimensional requirements set out in the specific regulations, a label reproducing the certification mark, even in reduced size, may be applied to the product in order to comply with the proportions prescribed in the specific regulations, or a sign reproducing the certification mark (as defined in the specific regulations) may be displayed, even enlarged, provided the proportions are maintained.

In the case of certification of processes and services, the certified company may affix the certification mark to the equipment (commercial vehicles, buildings, number plates, lab coats, overalls, etc.) used for the provision of the process/service, with the addition of the wording "Certified process" or "Certified service", and not directly on the products (including packaging or delivery notes) produced through the application of the certified process/service. In the case of processes/services that are only partially certified, the wording must be supplemented with the necessary limitations ("... limited to ..."). Where the certification mark is affixed to technical documents, catalogues or advertising material, it must be placed in correspondence with the certified product/process/service. The certification mark may only be used in reference to activities strictly related to the subject matter of the certificate.

N.B. The certification of "factory production control", required for the CE marking of construction products in accordance with EC Regulation No. 305/2011, is to be understood as process certification and must not be confused with product certification; for this reason, the AJA certification mark may not be affixed directly to the product or to transport documents; however, the phrase "Organisation with factory production control certified in accordance with EN.....certificate No....." may be used on such documents.

Certified companies must refrain from using the mark and certificate in a misleading manner and for products/processes/services not covered by the scope of certification. In the event of any doubt regarding interpretation, it is the client company's responsibility to submit the matter to AJA for written confirmation regarding its validity and correct use.

Should the certification scheme not be accredited/authorised, the company may under no circumstances use the certification mark in conjunction with the mark of the accrediting/authorising body (see specific regulations).

Certified companies must use marks and certificates in such a way as not to bring AJA and the accreditation/authorising body into disrepute (in the case of joint mark usage) and must not make any statements regarding the certification that could be considered misleading or unauthorised by AJA/the accreditation/authorising body.

AJA reserves the right to demand the cessation of non-compliant practices and, as a second step, to take appropriate legal action to put an end to the improper use of marks and certificates, to prevent further misuse and to protect its image.

Use of the certification mark must cease immediately in the event of forfeiture or following suspension or revocation; in the latter two cases, the company must also remove all references to the certification from: websites, letterheads, plaques/signs, etc. AJA Europe will verify, where applicable, that the use of certificates and related logos that are no longer valid has been effectively removed via the website and any other means deemed effective.

The specific regulations describe, for each individual certified product/process/service, the certification mark to be used in terms of both size and colour; they also specify any marks of accreditation/authorising bodies to be used in conjunction with it.

21. RESERVATIONS, COMPLAINTS AND APPEALS.

The applicant/certified company has the right to raise objections (challenge) regarding the names of the members of the GVI within 2 days of receiving notification of the inspection visit; in the absence of a response within the aforementioned deadline, the GVI shall be deemed accepted. The company may raise a reservation regarding the names of the GVI members in the event that they have behaved in a manner contrary to professional ethics, to be demonstrated by objective evidence, or in the event of conflicts of interest. Should the objection be well-founded, AJA will modify the GVI and take action against the inspector who behaved improperly.

If the company does not agree with the findings of the GVI, it may raise an informal objection with the Lead Inspector and raise the matter during the final closing meeting, whilst the findings of the inspection are being presented. Should the observations be accepted, the Lead Inspector shall review the findings. Otherwise, or if the company is dissatisfied with the conduct and professionalism of the GVI, it has the right to record a reservation at the end of the inspection report and submit a formal appeal to AJA, which must be submitted, exclusively in writing, for the attention of the Director of the Products Division, within 30 days of the date of the official notification of the decision and must, amongst other things, provide details regarding:

- 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 it is based.

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

If an appeal or complaint is submitted to AJA, formal confirmation of receipt will be provided within 5 working days. The Director is required to initiate an internal investigation into the causes with the aim of resolving the dispute. The examination and decisions relating to the appeal or complaint will be handled by persons not directly involved in the process that gave rise to them.

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

Upon completion of the investigation, the Director shall notify the person who lodged the appeal or complaint in writing. If the investigation is unsuccessful, the Director shall inform the party of 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 specifically appointed by AJA and, in the second instance, by a specifically appointed Arbitration Panel.

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

22. COMPLAINTS RECEIVED BY THE COMPANY

All certified companies must establish and keep up to date a complaints register in which all reports/complaints/disputes/litigation from customers, users of their products/services and any interested parties (including, but not limited to: project management and authorities responsible for control/supervision activities) are recorded.

The company must take all necessary and appropriate action in response to complaints and any defects found that affect compliance with certification requirements; it must also record such actions.

AJA will review these records during surveillance and renewal audits.

Should AJA receive complaints that the certified company is not operating in accordance with the requirements set by AJA, this situation may result in the withdrawal of the certificate, or in the conduct of a full supplementary audit, the costs of which will be charged to the company.

23. ACCOMPANYING AUDIT AND MARKET SURVEILLANCE VISIT BY THE ACCREDITING/AUTHORISING/NOTIFYING BODY.

The applicant/certified company must allow one or more representatives of the accrediting and/or notifying body access to the certified or to-be-certified premises or to the operational sites where inspections are carried out by AJA.

Such audits may be conducted by the accrediting and/or notifying body in conjunction with the AJA audit team or, alternatively, may be conducted directly by ACCREDIA staff at the certified organisation (unannounced visits, mystery audits, Market Surveillance Visits).

The presence or activities of a representative of the accrediting/notifying body shall in no way influence the decisions of AJA's GVI.

Any refusal by the organisation selected for a visit by the accrediting/notifying body will result in the non-issuance of certification, where applicable, or the suspension of a certification already granted.

24. LIMITATIONS OF LIABILITY

AJA undertakes to fulfil its contractual obligations with due diligence, with liability arising only in the event of proven negligence.

Subject to the provisions of mandatory law, AJA accepts no liability towards the company and is fully exempt from any and all liability arising from this contract and its performance or connected thereto, resulting from statements or the failure to comply with any express or implied condition, warranty, statutory provision or regulation, for any indirect damage of any nature affecting the company, including loss of profit and actual damage. Any compensation payable by AJA to the company for other reasons shall be limited, for causes or contributing causes taken together, to the amount paid by the company to AJA for the provision of the service (excluding VAT) referred to in this contract.

In any event, AJA shall not be liable for compensation for any damage that may arise as a result of:

- 1) unforeseeable circumstances
- 2) force majeure
- 3) any issues arising during the provision of the service, whether or not due to technical or organisational problems not attributable to AJA.

The Company expressly undertakes to indemnify and hold AJA harmless from any liability regarding any claim made by third parties for damages, losses, compensation or expenses of any nature arising from the performance, even partial, or the non-performance of any service, for the portion of the total amount relating to the various claims which, in respect of each service, exceeds the threshold referred to in the second paragraph of this provision.

AJA is not, and shall under no circumstances be construed as, an insurance provider or guarantor, and disclaims and rejects any liability in this regard. Any Company wishing to obtain suitable cover to protect itself against damages and/or losses must take out appropriate insurance.

In the performance of this contract and in the provision of its services, AJA does not acquire, assume, waive, limit or exclude any type of liability, obligation, commitment or agreement that the company may have with third parties of any kind, in any field and for any reason and/or on any grounds.

The company is, in any case, solely and exclusively liable to any third party, both for all matters relating to its own activities, including the characteristics and requirements of the products/processes/services it produces/implements/provides, and for the compliance of its operations with the provisions of the relevant regulations.

The granting and/or maintenance of certification to the company does not meet the typical requirements for authorisations and/or accreditations issued by AJA and in no way constitutes proof that the company complies with current legislation.

Should AJA no longer be able to provide the type of service originally contracted due to changes in the scope of AJA's accreditation and/or notification, the client will be notified promptly – in accordance with any timelines specified for the specific sector by the competent authorities – so that the client may take the necessary actions without any interruption to their certification.

Such an event shall result in the termination of contractual obligations on both sides, without prejudice to any amounts already due, and the client shall have no right to make any claim against AJA for any resulting consequences.

25. COMMUNICATION CHANNELS BETWEEN THE COMPANY AND AJA



The company may use whichever communication channels it deems most convenient; in any case, email is currently undoubtedly the most convenient method. In particular, the following email addresses may be used:

- Commercial and contractual matters: See financial offer
- Technical matters: See financial offer

For complaints, appeals and contract terminations, however, you may use the following certified email address:

ajaeurope@legalmail.it

26. SPECIAL CLAUSES AND HIERARCHY OF DOCUMENTS.

For matters not covered in these General Terms and Conditions, please refer to the Specific Terms and Conditions.

In the event of any discrepancy between the contractual documents, the following hierarchy of documents shall apply:

1. Offer accepted by the customer (contract)
2. Special Regulations
3. General Regulations.

27. CONTROLLED DISTRIBUTION OF REGULATIONS AND ANY UNILATERAL AMENDMENTS

In the event of an update to the General Terms and Conditions and the Specific Terms and Conditions, AJA shall send the aforementioned updated documents to the customer only if the amendments have an impact on the contractual relationship; by way of an indicative and non-exhaustive example, controlled distribution will not take place in the event of revisions due to formal errors, graphic layout issues or because the scope of application has been modified with the inclusion of a new certification scheme. Transmission will take place via delivery tracking systems. The Regulations subject to amendment shall be deemed tacitly accepted 15 working days after their transmission, in the absence of express non-acceptance.

28. JURISDICTION

Disputes relating to: payment of fees and expenses due to AJA Europe S.r.l. for services provided in connection with the contract, these Regulations and specific regulations, or any other matter whatsoever relating thereto; use of the trademark, logo, distinctive sign, name and any other matter falling under exclusive industrial property rights, shall fall within the exclusive jurisdiction of the Court of Avellino.

AJA reserves the right to amend these Regulations at any time. Only Companies that have commenced the certification process with AJA will be informed of any amendments.

This document is considered an integral part of the contractual documentation. The contract is deemed to be concluded upon signature of the offer and this document.

By signing this document, you are deemed to have accepted all the clauses contained herein (§ 1 to § 28) and declare that you have received the privacy notice regarding the processing of personal data by AJA Europe srl and consent to such processing for the purposes set out in the aforementioned notice.

Having carefully read every clause of these regulations and re-read the following clauses of these regulations:

8 "General obligations of the client company", 9 "Application for certification", 10 "Initial assessment", 11 "Conduct of audits", 12 "Recertification", 13 "Changes to the certificate", 14 "Changes to the company", 15 "Misuse of certificates", 16 "Suspension of the certificate", 17 "Withdrawal of the certificate", 18 "Early termination and contract costs", 20 "Publicity and use of the certification mark", 21 "Reservations, complaints and appeals", 22 "Complaints received from the company", 23 "Accompanied audit and market surveillance visit by the accreditation/authorising/notifying body", 24 "Limitations of liability", 25 "Channels of communication between the company and AJA", 26 "Special clauses and hierarchy of documents", 27 "Controlled distribution of regulations and any unilateral amendments", 28 "Jurisdiction",

pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses of these regulations are hereby specifically and expressly approved:

8 "General obligations of the client company", 9 "Certification application", 10 "Initial assessment", 11 "Conduct of audits", 12 "Recertification", 13 "Changes to the certificate", 14 "Company changes", 15 "Misuse of certificates", 16 "Suspension of the certificate", 17 "Withdrawal of the certificate", 18 "Early termination and contract costs", 20 "Publicity and use of the certification mark", 21 "Reservations, complaints and appeals", 22 "Complaints received from the company", 23 "Accompanied audit and market surveillance visit by the accreditation/authorising/notifying body", 24 "Limitations of liability", 25 "Channels of communication between the company and AJA", 26 "Special clauses and hierarchy of documents", 27 "Controlled distribution of regulations and any unilateral amendments", 28 "Jurisdiction".

Date

Stamp and Signature for acceptance by the
Legal Representative

Date

Stamp and Signature for acceptance by the
Legal Representative