

International Technical Alliance S.r.l. (ITA S.r.l.®) – (hereinafter „ITA“) is an ACCREDIA accredited certification body that provides its certification services through a network of representative offices and agencies throughout the world. All ACCREDIA accredited certification services delivered through the ITA are done under the management and control of ITA and all certification decisions are made by ITA. These conditions of certification, also those contained in the document R_01 "Rules of Certifications", the contract conditions and all contract annexes define the obligations for THE ORGANISATION that has appointed ITA to undertake their assessment and certification of its management system. In accordance with the Accreditation Agreement here, ITA confirms that ITA provides certification services through its head office in Italy and its local representatives. Throughout the agreement the following definitions shall apply:

ITA – ITA S.r.l. and/or all companies – the representative offices and agencies throughout the world in the ITA Group, performing services on behalf of the head office in Naples, Italy.

Head office - International Technical Alliance S.r.l. (ITA S.r.l.®) – the accredited by the Italian national accreditation body ACCREDIA head office registered in Naples, that manages and controls all ACCREDIA accredited certification activity performed on ITA's behalf.

Local/official/exclusive/authorized representative/agency (ITA) - licensed and authorized by ITA local representative unit (local company, office, person), delivering ITA's certification services on contractual basis with the Head office within the territorial coverage as agreed in signed with ITA contract.

International regulations - ITA through its representative local agencies in its work commits to follow the applicable international rules for the provision of certification services: such as ISO 17021, ISO 19011, IAF/MD, EA, accreditation body rules, rules of scheme owners and its own documentation and regulations (including ITA's regulation for certifications R_01).

Registration sign, certification mark, logo - graphic element, ITA, ACCREDIA, Scheme owner logo, indicating the certification of certified ORGANISATION to management standard/s.

Violation of these certification conditions may result in the withdrawal of the ORGANISATION's certificate from ITA. ITA reserves the right to make changes to these terms and conditions and will provide the ORGANISATION with timely notice of any changes.

1. SCOPE OF ASSESSMENT

1.1. ITA has accepted an appointment by the ORGANISATION to carry out an assessment of the ORGANISATION's Management System (the "Assessment") and if the ORGANISATION's Management System complies with the international standard/s contained within the agreement, to grant certification on these Conditions (the "Certification").

All correspondence between the ORGANISATION and ITA will be directed to and handled by ITA Local Representative, other than in cases covered by clause 14.3 below.

1.2. ITA will carry out the Assessment by checking that the ORGANISATION has a Management System in place that meets the requirement of the Standard/s and by carrying out the appropriate Audits to assess whether the ORGANISATION's Management System is achieving continual performance improvement (the "Extent of Audit"). Any audit is based on sampling within an ORGANISATION's management system and therefore is not a guarantee of 100% conformity with requirements.

1.3. In the event of positive outcome of the Assessment, ITA shall issue a certificate of conformity with confirmed during the Assessment certificate data, including scope of certification, which are all subject to confirmation at each audit and may be changed after each audit held. ITA does not guarantee the successful outcome of the conformity assessment and/ or the certificate issue and ITA has the right to refuse to issue or modify the parameters of the certificate (scope, address, etc.) requested in the questionnaire completed by the ORGANISATION if the ORGANISATION cannot prove these parameters.

1.4. Resulting the audits held, it is possible that the following types of an audit outcome are possible to be documented: opportunity for improvement, observation, minor, major or critical (where applicable) nonconformities. In case of major/critical nonconformity, follow-up audit is possibly required prior to ITA to be able to take certification decision.

1.5. Hypothesis for major non-conformities, are, for example:

- (a) A refusal by the ORGANISATION to meet all the requirements of a clause of the international standard to which the management system claims to meet;
- (b) The aggregate of several minor non-conformities with respect to one clause of the standard to which the management system complies may be considered as a major non-conformity;
- (c) Any non-conformity which would result in the possibility of a non-conforming product being manufactured and supplied;
- (d) A condition that would cause harm or at the same time limit the applicability of the products or services according to their intended purpose;

(e) An identified nonconformity that would result in an inability or an identified reduction in the ability of the management system to provide controlled processes and products.

1.4. The evaluation will not go beyond the scope of the audit and in particular (without limitation) ITA has no obligations, no responsibility and makes no guarantee of compliance with the legal requirements of the organization, be exempt from claims of third parties in connection with activities, products and the services of the organization. In this respect, even if the certification is performed, ITA will not verify and will not guarantee any other subject beyond the scope of the audit (including those referred to in Article 1.3) and the ORGANISATION will not consider the assessment to be covered or the certification applied to issues beyond the scope of the audit.

1.5. ORGANISATION accepts the obligation to define the quality criteria by which to create the product or service so as to meet the stated or expected requirements by the users and to develop procedures for achieving this.

1.6. ITA warrants that the Assessment will be valid at the time it is made. Any Certification granted will, subject to earlier revocation, remain valid for three years, provided that the ORGANISATION continues to comply with relevant requirements when the Local Representative conducts the surveillance and recertification audits. Otherwise, certificates may be suspended or terminated earlier.

1.7. ITA does not perform any consulting activities related to the development, implementation and/or maintenance of management systems in which ITA will perform a conformity assessment.

1.8. The ORGANISATION accepts that a potential conflict of interest between an auditor and the ORGANISATION and between an ITA owner (ITA representative) and ORGANISATION may result in ITA's failure to provide a service. For this reason, the ORGANISATION is obliged to provide ITA with an information about the consultant, the names of the persons providing consultations, trainings and/or internal audits in the ORGANISATION. ORGANISATION is obliged to inform ITA about all related issues.

1.9. The ORGANISATION accepts that a potential conflict of interest may arise after the relevant contract has been signed and before it expires. In such a case, ITA has the right to immediately terminate the operation of the respective contract without penalty.

1.10. ITA provides accredited services but is also entitled to provide non-accredited services if requested by the organization and explicit indication in the contract for certification services. If the assessment is done for ITA accreditation purposes, ITA is obliged to reissue the relevant certificates with the appropriate accreditation upon receipt by the accreditation body. Non-accredited services are subject to the accreditation rules.

2. ASSESSMENT

2.1. The work content and timescales for each Assessment quoted to the ORGANISATION are estimated based on provided information in completed by the ORGANISATION questionnaire/s.

2.2. ITA will always engage approved by ITA Assessors to undertake the assessments on behalf of ITA who may have the same or different nationality than the country where the assessment is done. It is an obligation of the Local Representative Office/Agency to notify the names of the Assessors to the ORGANISATION, and to assume their acceptance, unless a written objection is received from the ORGANISATION within 5 days of the notification.

2.3. ITA will not sub-contract any of its obligations and responsibilities under this Agreement without the ORGANISATION's prior consent.

2.4. Where the Local Representative does appoint any sub-contractor under clause 2.2 (in conjunction with ITA), the Local Representative shall remain primarily responsible for the work carried out by any such sub-contractor and for the recommendation of any Certification pursuant to the Assessment.

3. VISITS

3.1. Assessment and audit visits shall be agreed between ITA (the Local Representative) and the ORGANISATION having regard to the nature of the visit and the prior commitments of the client ORGANISATION and the ITA's Local Representative.

4. CLIENT ORGANISATIONS OBLIGATIONS

4.1. (a) The ORGANISATION shall ensure that the ITA Assessors are provided with access to all necessary resources, including internet, means for the reliable storage of confidential data provided to ITA, assistance from an employee whenever and wherever necessary.

(b) Upon request by ITA, by the Local Representative, by the Accreditation Body or by Scheme owner, to witness the on-site audit, the ORGANISATION shall give consent for the assessors of the Accreditation Body/Scheme owner to witness the audit.

(c) Upon request by ITA to witness the on-site audit, the ORGANISATION shall give consent for the assessors of ITA to witness the audit.

(d) The ORGANISATION shall make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and activities, documented information, areas and premises, and personnel for all required audit visits and the resolution of any complaints.

(e) The ORGANIZATION, not the CERTIFICATION BODY (ITA itself or its local representative), has the responsibility for consistently achieving the intended results of implementation of the management system standard/s and conformity with the requirements for certification.

4.2. Without prejudice to paragraph 1 above, the ORGANISATION shall use any Certification granted in accordance with the regulations set out below:

(a) the Certificate will remain the property of ITA. The ownership of the certificate data and the audit report content is held by the ITA.

(b) the Certificate will be valid from the date of issue until its expiry date or such time that the certification is withdrawn for whatever reason from the client ORGANISATION.

(c) Use of the certificate in violation of the terms of the Certification Services Agreement and its general terms or misleading use in publications may result in its termination or revocation.

(d) copies of the Certificate may be made for the purpose of advising customers of the ORGANISATION'S certification. Each copy must clearly state 'UNCONTROLLED COPY' across the main body of the Certificate.

(e) if the ORGANISATION decides to terminate its certification with ITA, it must immediately inform ITA in writing and return the Certificate to the Local Representative. The use of the Certificate and Certification Mark, and any claims associated with the certification, must terminate immediately.

In addition, the client organisation must communicate with ITA within 3 working days for:

(f) any significant amendments to the certified Management System. These amendments shall include changes relating to the legal, commercial, organisational status or ownership/organisation and management (e.g. key managerial, decision making or technical staff, new or withdrawn managerial structure/office)/contact address and sites/scope of operations under the certified Management System/major changes to the Management System and processes. This may lead to new offer and/or contract.

(g) any significant changes that affect the compliance with the Scheme/Standard requirements, including change in scope of operations and/or product categories covered by the certified management system (e.g. new products, new processing lines, etc.) and obtain advice of ITA in cases where there is doubt over the significance of a change;

(h) Changes to organization name, contact address and site details;

(i) Any other change that renders the information on the certificate inaccurate;

(j) notify the Local Representative of any breaches of regulations notified by the relevant Authorities or Approvals Bodies concerning product or service provision.

In addition, the ORGANISATION shall:

(k) not use its Certification in such a manner as to bring ITA into disrepute and shall not make any statement regarding its Certification which ITA may reasonably consider to be misleading or unauthorized;

(l) not use its Certification to imply that any product or service is approved by ITA nor in any other manner other than to indicate that its Management System is in conformity with specified standards or other normative documents;

(m) to ensure that the certificate, assessment or report, or any part thereof, will not be used by the ORGANISATION, its employees, agents or subcontractors in a misleading way; and when presenting the certification in the communication media (e.g. web site, documents, brochures or advertisements) will comply with ITA requirements.

4.3. If upon grant of Certification ITA permits the ORGANISATION to use the Certification Mark (Logo) which indicates Certification of a Management System, the ORGANISATION may use the Certification Mark (Logo) only in accordance with the "Guidelines on the use of the certification mark of ITA and the combined mark of ITA and ACCREDIA (Italian Accreditation Body)"

(a) upon termination of the certification for whatever reason, the ORGANISATION undertakes to discontinue the use of the Certification Mark (Logo) immediately.

(b) the right to use the Certification Mark is not transferable

(c) For any violation of the rules of use of the logos contained in this document, the contracts, ITA rules and/or other applicable regulations, ITA is entitled to perform a supplementary check on the reference prices specified in the contract to verify the remedy of the breach.

(d) During a period of suspension of certification or after a termination of the contract/ certificate expiry, the ORGANIZATION has no right to use in its activity ITA/ACCREDIA/FSSC Foundation logo, nor to claim in front of third parties that the same is certified by ITA, nor to distribute any copies of certificates issued by ITA. ITA has the right to claim compensation for any additional damages caused by the misuse of certification marks by the ORGANISATION in a manner and to the extent determined by applicable law.

5. REPORTS

The lead auditor must provide the ORGANISATION with an audit report. The audit report is the summaries of the audit team from the sampling audit. By signing, the representative of the ORGANISATION declares that has read the contents of the report.

6. CONFIDENTIALITY

6.1. During or after the negotiation, neither the ORGANISATION nor ITA (Local representative) may disclose or allow the disclosure of any confidential information relating to the activities of either party. ITA is obliged to observe confidentiality regarding all information and documentation obtained under or in connection to the contract and annex, gathered during the certification process.

6.2 This obligation does not apply to confidential information if:

(a) that at the time of disclosure such information is in the public domain

(b) that such information subsequently comes into the public domain other than by reason of breach of this obligation

(c) that disclosure is required by law or in the course of any legal proceedings, or

(d) that prior to such disclosure, such information was lawfully in the possession of the party to whom it was disclosed as evidenced by that party's written records or those of its representatives.

6.3. ITA can distribute the information specified in the issued certificates as it relates to the relevant certification and is categorized as public.

6.4. ORGANISATION agrees that ITA (Local representative) will process the personal data of the ORGANISATION for the purpose of providing the services under the present contract. Personal data in the particular contract or personal data obtained in its execution are managed through technological and organizational measures as required by current legislation and Regulation (EC) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC).

7. LIMITATION OF LIABILITY

7.1. ITA warrants that it, its employees, the Local Representative and its Assessors will carry out the Assessment with the care and skill that may reasonably be expected of an Assessor experienced in conducting Assessments. All other warranties and conditions, whether expressed or implied, are excluded to the fullest extent permitted by law.

7.2. Paragraph 1 of these General terms and conditions sets out the Scope of the Assessment, and the ORGANISATION acknowledges that ITA and the Local Representative have no liability for any matter outside the Extent of Audit or for any matter that is expressed in these General terms and conditions to be the responsibility of the client organisation.

7.3. ITA, its employees, the Local representative and its Assessors shall not be liable for any claim, loss or expense resulting from the failure of the ORGANISATION to perform its obligations under this Agreement.

7.4. The ORGANISATION is informed of the ITA Code of Conduct which is publicly available on ITA website and undertakes to make the necessary efforts not to create preconditions for a conflict of interest or liability risks for ITA and its employees.

7.5. In cases where individual articles of these General terms and conditions are declared null and void by the competent court in the manner prescribed by the law, the other terms shall continue to be valid and binding on the parties to the contract.

7.6. ITA is not responsible for losses due to inaccurate, misleading or incomplete documented information or for the actions of representatives of the ORGANISATION and its affiliates. ITA does not guarantee the reliability of the information provided by third parties or by the organization in performance of the specific contract.

8. TERMINATION

8.1. ITA has the right to terminate the certification at any time by 3-(three) month written notice to the ORGANISATION:

(a) if the ORGANISATION commits a breach of any of the present contract and/or these Terms and Conditions and fails to remedy the same within 30 days of a written request from ITA so to do,

(b) if the ORGANISATION enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of amalgamation or reconstruction) or compounds with its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debts or in the case of an individual or a partnership, if the client organisation or any of its members of the firm becomes insolvent or enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debt.

8.2. ITA may terminate the contract and will require the ORGANIZATION to return its certificates when:

(a) The ORGANIZATION does not maintain the operation of the management system according to the requirements of the relevant standards, and this is established during an audit;

(b) CAP for any potentially raised non-conformity is not submitted to ITA within determined by the LA timeframe (available in the audit report) or because of inefficiently addressing the NCs. In this case, ITA has the right, starting from the day following the date specified in the audit report as the deadline for receiving corrective actions, to suspend the validity of the certification or to terminate the contract, for which ITA will inform the ORGANISATION.

(c) the certification is suspended because a planned annual Surveillance audit was not possible to be held due to the fault of the ORGANIZATION. The suspension period may be maximum 6 (six) months starting from the end of the month in which relevant audit should have been conducted (as per the 3-years audit program). In case of risk of suspension and suspension, ITA will inform the ORGANISATION.

8.3. The certification may not be suspended only if the impossibility a regular surveillance or recertification audit to be held is caused by force majeure or extraordinary event, or pandemic situation preventing both parties from a regular on-site or online using ICT audit commencement. If this is the case, ITA is obliged to conduct with the participation of the ORGANIZATION, a risk assessment in order that an informative decision for audit postponement or suspension of certification to be taken.

9. OWNERSHIP OF CERTIFICATION

The Certificate and right to use the Certification Mark shall remain the exclusive property of ITA and cannot be sold, lent, licensed or used as an asset of the ORGANISATION.

10. CHANGES IN ACCREDITATION

10.1. ITA undertakes to inform the ORGANISATION about changes in its accreditations and registrations, such as suspension, withdrawing, revocation or voluntarily withdrawing, wholly and/or in part, for a particular standard and/or sector.

10.2. If, as a result, the ORGANISATION is left without an accredited certificate, the ITA will offer the issuance of certificates under alternative accreditation or switching to another accredited body. ITA does not bear any liability for loss, damage and/or lost profits caused to the ORGANISATION in the circumstances described in paragraph 10.1.

10.3 ORGANISATION has the unconditional right to unilaterally terminate the ITA contract without penalty by 30 (thirty) day written notice upon occurrence of the circumstances described in paragraph 10.1.

11. FORCE MAJEURE

Failure of either party to perform its obligations under this Agreement shall not subject such party to any liability to the other if such failure is caused or occasioned by fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes or other labour unrest, interruption due to the delay in transportation, compliance with any order, regulation or request of any government of competent jurisdiction or any officer, department, agency or committee thereof, or by any other event or circumstance of like or different character to the foregoing beyond the reasonable control of the party so failing to perform.

12. GOVERNING LAW

As ITA is accredited by the Italian National Accreditation Body ACCREDIA, these General terms and conditions shall be governed by and construed in accordance with Italian Law and the parties irrevocably submit to the exclusive jurisdiction of the Italian courts.

13. ITA RULES

13.1. ITA may modify or update the methodologies and certification rules contained in the document R_01 "Certification rules" as a consequence of changing the accreditation requirements or referent standard.

13.2. ITA will inform the ORGANISATION about made under item 13.1. substantial changes directly related to the certification of the ORGANISATION via ITA website. THE ORGANISATION has the right to terminate the contract with a 30-day notice and to return issued certificates in case of disagreement with the ITA changes.

14. MISCELLANEOUS

14.1. Failure by the Local Representative to insist upon strict compliance with any provision thereof shall not be deemed to be a waiver of such provision or any other provision thereof.

14.2. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

14.3. Should the ORGANISATION be dissatisfied with the services provided, then a complaint should be made immediately in writing to the Local Representative and/or ITA HO so that suitable action can be taken in correspondence to ITA procedure. Such complaints will not affect any of these terms and conditions.

14.4. In case of need, the ORGANIZATION may always refer to ITA's "Procedure for complaints and appeals" which may be submitted to the ORGANIZATION upon request.

14.5. The communications between ITA and/or ITA's local representative and the ORGANIZATION may be performed in different communication channels. Email communication is considered as the official one. All correspondence may be addressed to the ITA CEO or local Agency authorized person, and to the local agency officer in charge determined as contact person.

14.6. For anything not provided in this document, please refer to the R_01 Certification rules.