

ADDRESS

Via Domenico Fiasella 16,
16121 - Genova (GE) - Italy
P. IVA: 02567870221
Capitale Sociale: € 700.000 i.v.
R.E.A: GE-523728

Contact

+39 010 0980270
info@isalab.it

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1 Definitions

For the purposes of these General Conditions, **Client** means the legal entity, public or private, that requests ISALAB S.r.l. to perform evaluation, inspection, audit, and/or certification activities, and that signs the offer or contract, assuming the related rights and obligations.

2 General Evaluation Conditions

2.1 Legislative and Regulatory References

The evaluation, inspection, and certification activities entrusted to ISALAB S.r.l. are carried out in accordance with internal procedures and applicable regulations, available on the institutional website, and in particular:

- **Evaluations / Inspections:** Pr-COM-01 – Inspection and Evaluation Regulations
-
- **Certification:** Pr-COM-02 – Certification Regulations
- **ECM certification:** Pr-COM-03 – ECM Regulations

By signing the offer and subsequently formalizing the contract, the Client declares that it has read and fully accepts the content of the aforementioned regulations, and undertakes to comply with all standards and requirements applicable to the activities covered by the assignment.

2.2 Accredited Activities and Scope

The activities performed by ISALAB S.r.l. are deemed to be accredited pursuant to applicable regulations only when expressly indicated in the offer, contract, or related contractual documentation. In the absence of such explicit indication, the activities should not be considered accredited.

2.3 Operating Procedures and Reference to Internal Procedures

The assessment, inspection, audit, and certification activities performed by ISALAB S.r.l. are conducted in accordance with approved internal procedures, applicable regulations, reference accreditation standards, and relevant evaluation schemes, where applicable.

By signing the offer and/or formalizing the contract, the Client acknowledges and accepts that these activities are performed in accordance with ISALAB S.r.l.'s internal procedures, which form an integral part of the service's operating procedures.

The applicable procedures and regulations are made available on the ISALAB S.r.l. website or provided upon request, unless otherwise required by specific regulatory or scheme requirements or by provisions of the competent authorities.

2.4 Prevalence of Legislative and Regulatory Requirements

For activities performed in an accredited or regulated environment, including NoBo, DeBo, and AsBo contexts, legal requirements, applicable European and national regulations, the provisions of evaluation schemes, and the provisions of competent authorities and accreditation bodies prevail over ISALAB S.r.l.'s internal procedures and these general conditions, where applicable.

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For activities performed under accreditation or in regulated environments (including NoBo, DeBo, and AsBo), the Client acknowledges that ISALAB S.r.l. may be required to make information, documentation, and findings pertinent to the activities performed available to the accreditation bodies and/or competent authorities, upon request or in accordance with the procedures established by the applicable regulatory framework. Such disclosures shall be made within the limits established by law and applicable provisions and do not constitute a breach of confidentiality obligations.

2.5 Regulations Updates

ISALAB S.r.l. reserves the right to update its regulations and internal procedures. Updates due to mandatory legal requirements, prescriptions from accreditation bodies, scheme requirements, or provisions from competent authorities shall apply, where necessary, also to ongoing activities.

For updates not required by mandatory requirements, the applicable version is the one in effect at the time of commencement of activities, unless otherwise agreed in writing between the Parties. If an update significantly impacts the agreed operating methods, timelines, or financial conditions, ISALAB S.r.l. will notify the Client, and any changes will be managed in accordance with the contract and/or through an agreed-upon revision of the offer.

2.6 Acceptance of Requirements of Competent Bodies

By accepting the offer, the Client also accepts the applicable requirements, rules, and regulations of the Accreditation Bodies and Competent Authorities, where relevant to the activities covered by the contract, and undertakes to cooperate in their compliance.

3 Subcontracting

3.1 General Principles

ISALAB S.r.l. does not subcontract the assessment, inspection, audit, and certification activities covered by this contract, nor the decision-making activities related to the issuance of reports, attestations, or certificates.

Technical activities may be performed not only by internal personnel but also by external personnel or consultants, provided they are formally appointed by ISALAB S.r.l., qualified for the specific tasks assigned, and operate under the responsibility, control, and procedures of ISALAB S.r.l., in compliance with the requirements of competence, impartiality, and confidentiality established by applicable accreditation standards. It is understood that the use of formally appointed external resources, operating under ISALAB's control, does not constitute subcontracting of the inspection/audit/certification function or of the decisions.

3.2 Subcontracting of Laboratory Testing

ISALAB S.r.l. may only subcontract laboratory testing when necessary to perform the activities covered by the contract and where required or agreed upon with the Client.

In such cases:

- Subcontracted laboratories are selected, qualified, and monitored according to ISALAB S.r.l.'s internal procedures;

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- Where required by applicable regulations or standards, only laboratories already accredited according to recognized standards are used; ISALAB S.r.l. retains full responsibility for the use and interpretation of test results for the purposes of evaluation, inspection, or certification activities.

3.3 Information and Acceptance by the Client

The Client is informed of the possibility that ISALAB S.r.l. may use external personnel, consultants, or subcontracted laboratory testing to perform the activities covered by the contract. By accepting the offer, the Client accepts this operating method, unless otherwise expressly agreed in writing.

3.4 Activities Performed Under Accreditation or in a Regulated Context

In case of activities performed under accreditation or in a regulated context, including NoBo, DeBo, and AsBo contexts, the use of external personnel, consultants, or subcontracting of laboratory tests is permitted only within the limits established by applicable regulations, evaluation schemes, and the provisions of the competent authorities and accreditation bodies.

In any case:

- decision-making activities remain the exclusive responsibility of ISALAB S.r.l.;
- any assignment that could compromise the impartiality, independence, or competence of the activity performed is prohibited;
- ISALAB S.r.l. guarantees the traceability, supervision, and control of the entrusted activities.

4 Rights And Obligations of the Client

4.1 Obligations of the Client

The Client undertakes to:

- allow access to its premises, sites, facilities, documents, information, and resources necessary for the performance of assessment, inspection, audit, and certification activities, including access to personnel involved in the activities being assessed, as well as, where applicable, to inspectors from Accreditation Bodies and competent Authorities (including ACCREDIA, ANSFISA, MIT, or other regulatory bodies), in compliance with applicable health and safety regulations;
- ensure all organizational, technical, and logistical conditions necessary to allow the optimal performance of the activities, even if they are performed at third parties or sites external to the Client. If these conditions are not guaranteed and this makes it impossible or significantly impedes the performance of the activities, ISALAB S.r.l. reserves the right to suspend activities and issue a new price and time estimate, which must be expressly accepted by the Client before resuming work;
- promptly comply with payments set forth in the contractual documents; in the event of failure to meet the agreed deadlines, ISALAB S.r.l. may suspend ongoing activities until an agreement is reached between the Parties; any failure to pay invoices will result in the invalidity of the assessment reports and, where applicable, the issued certificates;
- promptly communicate any registration, authorization, qualification, or accreditation procedures required for access to the premises or sites subject to the activities; in the event

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of failure to provide such communication resulting in the impossibility of access, the time and costs incurred by ISALAB S.r.l. will be quoted separately;

- provide all documentation, information, and records necessary to carry out the activities in a complete, accurate, and timely manner; The quote includes up to two iterations of the documents provided, after which an additional quote may be prepared;
- provide in advance the health, safety, and environmental standards, procedures, and instructions applicable to the premises, sites, and activities being evaluated;
- promptly inform ISALAB S.r.l. of any organizational, technical, procedural, or regulatory changes that may affect the performance of the activities or compliance with applicable requirements, including changes to products, processes, services, sites, critical suppliers, or subcontractors.

The Client is responsible for the completeness, accuracy, truthfulness, and timeliness of the information, data, declarations, and documentation provided to ISALAB S.r.l. in connection with the activities covered by the contract, and acknowledges that ISALAB S.r.l. bases its assessments, inspections, audits, and decisions on the evidence made available by the Client.

The Client remains solely responsible, including towards third parties and the competent authorities, for compliance with the legal, regulatory, and contractual requirements applicable to its products, processes, services, systems, or activities.

The activities performed by ISALAB S.r.l. and the issuance of reports, attestations, or certificates do not transfer such responsibilities nor do they constitute a general guarantee of conformity or suitability for use.

The Client is responsible for the quality, completeness, and consistency of the documentation and evidence provided to support assessment, inspection, audit, or certification activities. Any deficiencies, inconsistencies, or information not adequately supported by objective evidence may impact the results of the activities and require additions or clarifications, without this implying any assumption of liability by ISALAB S.r.l.

The Client undertakes not to use, disseminate, or communicate to third parties preliminary reports, drafts, provisional results, or other non-final communications issued by ISALAB S.r.l., recognizing that only formally issued final documents have official value and may be used for the purposes set forth in the contract and applicable regulations.

If, during the course of its activities, ISALAB S.r.l. requests the implementation of corrective actions, document additions, or adjustments, the Client undertakes to comply with them within the agreed timeframe and manner, recognizing that failure to comply may result in the suspension, postponement, or negative conclusion of the activities.

Finally, the Client acknowledges that the decisions made by ISALAB S.r.l. in the context of evaluation, inspection, and certification activities are adopted in accordance with applicable standards and evaluation schemes and are binding, without prejudice to the rights of complaint and appeal, which may be exercised in accordance with the procedures set forth in these conditions.

The Client undertakes not to engage in any behavior or initiative that could unduly influence the operations, assessments, or decisions of ISALAB S.r.l. and its assigned personnel, including the offer or promise of money, gifts, benefits, or advantages of any kind.

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The Client also undertakes to promptly notify ISALAB S.r.l. of any known situations that could constitute conflicts of interest or risks to the impartiality of its activities (for example, control relationships, shareholdings, significant financial or personal relationships with personnel involved in its activities).

In the event that situations arise which may compromise impartiality, independence, or compliance with applicable regulations, ISALAB S.r.l. may take any measures deemed necessary, including the suspension, postponement, or interruption of activities, in compliance with internal procedures and the provisions of the Accreditation Bodies and/or competent Authorities, where applicable.

The Client undertakes not to make public statements, commercial communications, or informational communications, including through websites, social media, or other means of dissemination, that may be deceptive, misleading, or damaging to the image, reputation, or independence of ISALAB S.r.l., in relation to the activities performed or their outcomes. The Client reserves the right to provide accurate and truthful information within the limits permitted by this contract, applicable laws, and official documents issued by ISALAB S.r.l.

4.2 Cooperation with ISALAB S.r.l. and the Competent Authorities

The Client undertakes to fully cooperate with ISALAB S.r.l. and, where applicable, with the Accreditation Bodies and the Competent Authorities, including the participation of observers, audit witnesses, witness inspections, or other surveillance activities required by standards, assessment schemes, or regulated legislation.

The Client undertakes not to hinder, limit, or influence such activities.

This obligation to cooperate also extends to any surveillance activities, subsequent verifications, maintenance audits, and investigations following reports or requests from the Competent Authorities or Accreditation Bodies, for the entire term of validity of the issued documents.

4.3 Client's Rights

The Client has the right to:

- request, before starting activities and receiving documentation, that ISALAB S.r.l. sign a confidentiality agreement (NDA), unless otherwise provided for in these terms and conditions or pre-existing agreements;
- receive clear and complete information on the progress of the activities covered by the contract, within the limits established by applicable regulations and in compliance with impartiality and independence requirements;
- submit complaints or appeals according to the procedures and timeframes set forth in the relevant section of these general terms and conditions.
- be informed, upon request, of the status of ISALAB S.r.l.'s accreditation in relation to the activities covered by the contract, including any suspensions, limitations, or revocations that may affect the validity of the activities performed.

5 Regulatory Requirements and Client Obligations

(applicable exclusively to certification activities pursuant to ISO/IEC 17065)

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This paragraph applies exclusively to certification activities performed by ISALAB S.r.l. pursuant to ISO/IEC 17065, including activities performed under accreditation or in a regulated environment, where applicable.

The requirements set out below define the obligations that the Client must comply with under applicable accreditation standards and certification schemes.

These requirements are in addition to, and do not replace, the general rights and obligations of the Client defined in the previous and future paragraphs of these General Conditions.

The Client declares its commitment to comply with the following obligations:

- comply with the applicable certification requirements, including the implementation of any changes communicated by ISALAB S.r.l. as the certification body;
- if the certification applies to ongoing production, ensure that the certified product continues to consistently meet the applicable product requirements;
- adopt all necessary measures to enable:
 1. the conduct of assessment and surveillance activities, where applicable, including the provision of documentation, records, and access to the Client's equipment, sites, areas, personnel, and subcontractors;
 2. the investigation and management of complaints relating to the certification;
 3. the participation of observers, audit witnesses, or representatives of the Accreditation Bodies and competent Authorities, where applicable;
- make certification statements consistent with the scope of the certification;
- to not use the certification in a manner that discredits ISALAB S.r.l. and not make certification statements that could be considered misleading, unauthorized, or non-compliant with applicable requirements;
- in the event of suspension, revocation, or expiration of the certification, immediately cease use of all advertising or documentary materials containing references to the certification and take the actions required by the certification scheme, including, where applicable, the return of certification documents;
- when providing copies of certification documents to third parties, ensure that such documents are reproduced in full or as required by the applicable certification scheme;
- when referring to the certification in the media, including documents, brochures, or advertising materials, comply with ISALAB S.r.l.'s requirements and those specified by the certification scheme;
- comply with all requirements prescribed by the certification scheme regarding the use of conformity marks and information associated with the certified product;
- maintain records of all complaints of which it becomes aware regarding compliance with the certification requirements, making such records available to ISALAB S.r.l. upon request, and:
 1. to take appropriate action regarding the complaints and any defects found in products that affect compliance with the certification requirements;
 2. to document the actions taken;
- inform ISALAB S.r.l., without delay, of any changes that may affect its ability to meet the certification requirements, including changes to products, processes, services, the organization, sites, or critical suppliers.

Verification of the above by ISALAB S.r.l. may be required by the applicable certification scheme.

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5.1 Use of Marks, Validity, Suspension, Revocation and Restriction of Scope

(applicable to activities performed under accreditation and, in particular, to certification activities pursuant to ISO/IEC 17065)

Certificates, assessment reports, attestations, and any other result documents issued by ISALAB S.r.l. are valid exclusively under the conditions and within the limits indicated therein, in the contract, and in applicable regulations.

The Client may use references to accreditation and certification, as well as any associated conformity marks or logos, only within the limits established by the accreditation standards, applicable certification schemes, and ISALAB S.r.l. regulations, and solely for the recognized scope of application.

The Client is prohibited from:

- using the certification or references to accreditation in a manner that may generate misleading, deceptive, or incorrect interpretations;
- extending the use of the certification to products, processes, services, or activities not covered by the scope of application;
- using excerpts, parts, or reworkings of certification documents or assessment reports that alter their meaning or context.

In the event of suspension, revocation, reduction in scope, or expiration of the certification or attestation, the Client undertakes to:

- immediately cease any use of references to certification, accreditation, or conformity marks;
- withdraw or update any advertising, informational, or commercial materials containing such references;
- take the actions required by the applicable certification scheme and by ISALAB S.r.l.

In the event of improper, misleading, or non-compliant use of certification documents, reports, or references to accreditation, ISALAB S.r.l. reserves the right to request the immediate cessation of use, withdrawal, or correction of the affected materials, as well as to take any further measures required by applicable standards and internal regulations.

ISALAB S.r.l. reserves the right to suspend, revoke, or reduce the scope of certificates or attestations, where applicable, in the cases provided for by accreditation standards, evaluation schemes, or applicable legislation, including, but not limited to:

- failure to comply with certification requirements;
- failure to implement required corrective actions;
- improper use of certification or marks;
- failure to cooperate with or obstruct surveillance activities;
- failure to pay due fees.

Decisions regarding the issuance, maintenance, suspension, revocation, or reduction of the scope of application are the sole responsibility of ISALAB S.r.l. and are adopted based on the evidence gathered and the applicable laws and regulations.

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6 Rights and Obligations of ISALAB S.r.l.

ISALAB S.r.l. undertakes to carry out its assessment, inspection, audit, and certification activities in accordance with the principles of impartiality, independence, competence, transparency, and confidentiality, in compliance with applicable accreditation standards, evaluation schemes, and the provisions of the competent authorities, where relevant.

Specifically, ISALAB S.r.l. undertakes to:

- employ formally appointed internal and/or external personnel, adequately qualified and competent for the assigned activities, operating under the responsibility, control, and procedures of ISALAB S.r.l.;
- ensure the presence of the assigned personnel during assessment, inspection, and audit activities, as provided for in the offer and the methods agreed with the Client;
- comply with the health and safety regulations in force on the Client's premises, sites, and facilities to which ISALAB S.r.l. personnel have access, based on the information, instructions, and documentation provided by the Client;
- comply, except in cases of force majeure or impediments not attributable to ISALAB S.r.l., with the agreed-upon timeframes for carrying out the activities and for delivering the reports, attestations, or certificates required by the contract;
- guarantee the confidentiality of information, data, and documentation received or acquired during the performance of the activities, in compliance with applicable accreditation standards, these general conditions, and applicable legislation;
- retain sole responsibility for decisions regarding the outcome of the assessment, inspection, and certification activities, including, where applicable, the issuance, maintenance, suspension, revocation, or reduction of the scope of certificates or attestations.

ISALAB S.r.l. reserves the right to replace assigned personnel during the course of the activities, including in the event of unavailability, termination of employment, or organizational needs, ensuring that the replacement personnel are adequately qualified and competent. If such substitutions do not result in changes to the scope of application, operating methods, agreed-upon timelines, or the outcome of the activities, nor do they impact the requirements of competence, impartiality, and independence, ISALAB S.r.l. is not required to provide prior notice to the Client. Any substitutions that significantly impact the performance of the activities will be promptly communicated.

ISALAB S.r.l. also has the right to suspend, postpone, reschedule, or refuse to perform the activities in whole or in part if:

- the necessary conditions of access, security, or cooperation by the Client or third parties involved are not guaranteed;
- the documentation or information provided is incomplete, inconsistent, or unsuitable for carrying out the activities;
- situations arise that could compromise the impartiality, independence, or regulatory compliance of the activities;
- regulatory changes, changes to the framework, or provisions of the competent authorities require adjustments to the planned activities.

In such cases, ISALAB S.r.l. will notify the Client and may propose a revision of the timelines, operating methods, and, where applicable, the financial conditions.

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If, during the course of the activities, findings emerge that require technical investigations, additional checks, or additional documentation not initially foreseen, ISALAB S.r.l. may request such information from the Client for the proper and compliant completion of the activities, suspending, if necessary, the adoption of decisions until their conclusion.

ISALAB S.r.l. reserves the right to limit the use of preliminary reports, drafts, or non-final communications, specifying that only formally issued final documents have official value and may be used by the Client for the purposes set forth in the contract and applicable regulations.

ISALAB S.r.l. reserves the right to terminate the contract with immediate effect, pursuant to the law, by written notice to the Client, in the event of serious or repeated breaches of contractual obligations, including, but not limited to, failure to cooperate with assessment, inspection, audit, or surveillance activities, the provision of false information or documentation, the improper or misleading use of issued documents, or conduct that compromises the impartiality, independence, or regulatory compliance of the activities performed. ISALAB S.r.l. reserves the right to payment for services already performed and to compensation for any damages suffered, within the limits of the law.

ISALAB S.r.l. has the right to define and apply the technical, methodological, and operational procedures for carrying out evaluation, inspection, audit, and certification activities, in compliance with approved internal procedures, applicable accreditation standards, reference evaluation schemes, and the provisions of the competent authorities, where relevant.

The choice of operational procedures and evaluation tools is made by ISALAB S.r.l. based on the type of activity, technical complexity, level of risk, available evidence, and applicable regulatory requirements, without prejudice to any provisions established by specific contractual agreements or mandatory legal requirements.

ISALAB S.r.l. has the right to request an adjustment to the timeframes and financial compensation if the performance of the activities is slowed down, suspended, or made more costly for reasons not attributable to ISALAB S.r.l., including, but not limited to, the unavailability of the Client's personnel, incomplete or repeated revisions of documentation, unavailability of sites or infrastructure, or the need to carry out additional activities, technical investigations, or supplementary checks that emerge during the activities. These adjustments will be communicated to the Client and must be expressly accepted before the continuation of the activities.

7 Limitations of liability of ISALAB S.r.l.

In carrying out its assessment, inspection, audit, and certification activities, ISALAB S.r.l. operates on the basis of information, data, and documentation provided by the Client or otherwise made available as part of the assignment.

ISALAB S.r.l. is not responsible for the completeness, accuracy, or intrinsic truthfulness of such information, except in cases of willful misconduct or gross negligence.

The activities performed by ISALAB S.r.l. are for the purpose of assessing, verifying, and certifying compliance with applicable legislative, regulatory, or project requirements and do not constitute design, technical consultancy, or operational decision-making on behalf of the Client.

ISALAB S.r.l. therefore assumes no responsibility for the technical, design, organizational, or management choices made by the Client, which remain the sole responsibility of the Client.

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The performance of activities by ISALAB S.r.l., as well as the issuance of reports, attestations, or certificates, does not relieve the Client from its legal, regulatory, or contractual obligations, nor does it constitute a guarantee regarding the overall conformity, safety, or suitability of products,

Without prejudice to cases of willful misconduct or gross negligence, and in compliance with mandatory legal obligations, applicable accreditation standards, reference evaluation schemes, and the provisions of the competent authorities, under no circumstances shall the overall liability of ISALAB S.r.l., for any reason arising from or related to the performance of this contract, exceed the total amount paid by the Client for the service covered by the contract.

In any case, without prejudice to cases of willful misconduct or gross negligence, and in compliance with mandatory legal obligations, applicable accreditation standards, and the provisions of the competent authorities, ISALAB S.r.l. shall not be liable for indirect or consequential damages, including, but not limited to, loss of profits, loss of production, loss of business opportunities or other economic damages that are not directly and immediately attributable to the performance of the contractual activities.

8 Exclusions and Limitations of the Offered Service

This section governs the exclusions and limitations relating to the service offered by ISALAB S.r.l., without prejudice to the provisions of other sections of these General Conditions.

The assessment, inspection, audit, and certification activities performed by ISALAB S.r.l. are limited to the areas, objects, requirements, and fields of application expressly indicated in the offer, contract, and reference documentation.

Any activity, verification, assessment, or responsibility not expressly included is excluded from the service.

The results of the activities performed by ISALAB S.r.l. refer exclusively to the state of the evidence available at the time of execution of the activities and the conditions encountered during them.

ISALAB S.r.l. assumes no responsibility for subsequent changes to products, processes, services, systems, or operating conditions that occur after the conclusion of the activities.

ISALAB S.r.l. does not guarantee that the Client will achieve specific economic, commercial, production, or authorization results as a result of the activities performed, nor the absence of complaints from third parties or competent authorities.

Unless otherwise expressly agreed, the activities performed by ISALAB S.r.l. do not include verification of the overall or complete compliance of plants, systems, or organizations, but are limited to the objects and aspects specifically indicated in the contract.

The activities of ISALAB S.r.l. do not include continuous or permanent monitoring of compliance conditions, unless expressly provided for in the contract or in the applicable plans.

Unless otherwise expressly agreed in writing, ISALAB S.r.l. assumes no responsibility for:

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- the accuracy, completeness, or adequacy of the safety programs, operating procedures, and safety standards developed by the Client or third parties and used as a reference for conducting tests, inspections, or evaluation activities;
- the adequacy, safety, or overall functioning of the facilities, systems, or infrastructures to which the components, products, or parts being inspected, tested, or evaluated belong. ISALAB S.r.l.'s activities are limited exclusively to the subjects and scopes expressly provided for in the contract.

In the absence of an explicit indication that the work is performed under accreditation, reports, certifications, and documents issued by ISALAB S.r.l. cannot be presented, used, or communicated as accredited, nor assimilated, directly or indirectly, to certifications or attestations issued under accreditation.

9 Complaints and Appeals

9.1 Complaints

Any interested party, including Clients, certificate holders, and interested parties, may submit complaints regarding the activities performed by ISALAB S.r.l., such as, but not limited to, personnel conduct, operating procedures, and the conduct of assessment, inspection, audit, or certification activities.

Complaints must be submitted in writing (certified email or other legally valid means of communication) within a reasonable time from the occurrence of the event that is the subject of the complaint, as defined in ISALAB S.r.l.'s internal procedures.

ISALAB S.r.l. handles complaints impartially, independently, and with documentation, in accordance with applicable accreditation standards. The complainant is informed of the receipt, progress, and final outcome of the complaint, including any actions taken.

9.2 Appeals

Appeals may be submitted exclusively by Clients or certificate holders and concern decisions made by ISALAB S.r.l., including, but not limited to, certification decisions, audit, inspection, or evaluation results.

Appeals must be submitted in writing (certified email or other legally valid means of communication) within a reasonable time from notification of the decision being appealed, in accordance with ISALAB S.r.l.'s internal procedures.

Appeals are reviewed by personnel not involved in the activities that are the subject of the contested decision, to ensure the impartiality of the decision-making process. The outcome of the appeal is formally communicated to the appellant, along with any resulting decisions. Detailed procedures for handling complaints and appeals are defined in ISALAB S.r.l.'s internal procedures, available on the website or provided upon request.

ADDRESS

Via Domenico Fiasella 16,
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Capitale Sociale: € 700.000 i.v.
R.E.A: GE-523728

Contact

+39 010 0980270
info@isalab.it

10 Disputes

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Parties expressly approve the following clause.

For any dispute relating to the interpretation, validity, execution, or termination of this offer, once accepted and entered into contract, the Court of Genoa, Italy, shall have exclusive jurisdiction, to the exclusion of any other competing or alternative jurisdiction provided by law.

This contract is governed by Italian law.

11 Confidentiality

The Parties undertake to maintain strict confidentiality and to not disclose to third parties, without the prior written consent of the other Party, all technical, commercial, organizational, financial, and documentary information they become aware of in the course of executing this offer, once it has been accepted and entered into a contract.

Specifically, ISALAB S.r.l. undertakes to treat as confidential all information, data, and documentation provided by the Client or acquired during inspection, evaluation, audit, and certification activities, adopting appropriate measures to ensure their confidentiality, integrity, and security, in accordance with applicable accreditation standards and applicable legislation.

Access to confidential information is limited to authorized ISALAB S.r.l. personnel and, where applicable, to persons involved in accreditation, oversight, or supervision activities by the competent authorities, within the limits established by law.

Within the scope of the activities covered by this contract, ISALAB S.r.l. may avail itself of formally appointed consultants, collaborators, or external resources, who operate under the responsibility, control, and procedures of ISALAB S.r.l. These individuals are bound in advance by confidentiality, impartiality, and independence obligations equivalent to those applicable to ISALAB S.r.l.'s internal personnel and are authorized to access only the information strictly necessary to carry out the activities assigned to them. ISALAB S.r.l. remains solely responsible to the Client for the activities performed by the external resources involved, without prejudice to the fact that any violations of confidentiality obligations by such individuals will be handled by ISALAB S.r.l. in accordance with its internal procedures and applicable legislation.

If disclosure of confidential information is required by law, regulations, orders from competent authorities, or judicial orders, ISALAB S.r.l. will notify the Client, to the extent permitted by applicable law. Information obtained from sources external to the Client, including reports or communications from authorities or third parties, will be treated as confidential and used exclusively for the purposes of evaluation, inspection, or certification activities.

It is understood that inspection reports, certificates, attestations, reports, and other result documents issued by ISALAB S.r.l. under this contract are intended for the Client, who is authorized to use, reproduce, and disclose them to third parties for the purposes for which they were issued, including regulatory, contractual, commercial, or regulatory compliance requirements, provided that:

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- the documents are not altered, incomplete, or used in such a way as to lead to misleading or incorrect interpretations;
- any conditions of use required by applicable accreditation standards and ISALAB S.r.l. regulations are complied with.

Excluded from the confidentiality obligation are information that:

- is or becomes public knowledge for reasons not attributable to the receiving Party;
- was already legitimately in the possession of the receiving Party prior to its disclosure;
- must be disclosed in compliance with legal obligations or requests from the competent authorities.

If a confidentiality agreement (NDA) has previously been signed between the Parties, this agreement remains valid and effective. However, with regard to inspection, evaluation, audit, and certification activities performed by ISALAB S.r.l., as well as obligations arising from applicable legislation, accreditation standards, and the provisions of the competent authorities, the provisions of these General Conditions (Md-COM-06) shall prevail. The NDA continues to apply to all areas not covered by or not in conflict with these General Conditions.

The confidentiality obligation remains in effect even after the termination, without time limit, for any reason, of the contractual relationship, without prejudice to the disclosure obligations imposed by applicable law and the Client's rights to use the results documents.

ISALAB S.r.l. processes personal data in compliance with Regulation (EU) 2016/679 (GDPR) and applicable national legislation on the protection of personal data.

The intellectual property of the documentation and results documents issued by ISALAB S.r.l. remains with ISALAB S.r.l., without prejudice to the Client's right to use them for the purposes set forth in this contract and applicable law.

12 Personal data Protection

The Parties declare that they will process the personal data acquired in the execution of this offer, once accepted and entered into contract, in compliance with current legislation on the protection of personal data, with particular reference to Regulation (EU) 2016/679 (GDPR) and applicable national legislation.

Each Party acts as Data Controller for the personal data under its jurisdiction. If, in the execution of the activities covered by the contract, ISALAB S.r.l. processes personal data on behalf of the Client, ISALAB S.r.l. will act as Data Processor pursuant to Article 28 of the GDPR, based on a specific agreement or documented instructions provided by the Client.

Personal data is processed exclusively for purposes related to the execution of the contract, using lawful, correct, and transparent methods, and is retained for the time strictly necessary to achieve the aforementioned purposes, in compliance with applicable legal and regulatory obligations.

The Parties undertake to adopt appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as well as to cooperate with each other in fulfilling the obligations

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set forth in applicable data protection legislation, including the management of any personal data breaches.

The information on the processing of personal data, drafted in accordance with Regulation (EU) 2016/679 (GDPR) and applicable national legislation, is available on the ISALAB S.r.l. website and constitutes an integral part of these general terms and conditions.

13 Force Majeure

ISALAB S.r.l. shall not be held liable and shall not be deemed in breach of contract if the performance, in whole or in part, of its obligations under this contract is prevented or delayed by force majeure events, pursuant to Article 1256 of the Italian Civil Code, occurring after the contract has been signed and not attributable to ISALAB S.r.l.

Force majeure means unforeseeable, unavoidable events beyond the control of ISALAB S.r.l., such as, but not limited to, natural disasters, fires, wars, terrorist acts, epidemics or pandemics, strikes (including employee strikes), interventions or measures by public authorities, interruptions of essential services, or failures of infrastructure or information systems.

In such cases, ISALAB S.r.l.'s contractual obligations will be suspended for the duration of the force majeure event. ISALAB S.r.l. will notify the Client as soon as reasonably possible and will adopt proportionate measures to resume activities once the causes that led to the event no longer exist.

14 Safety Obligations

ISALAB S.r.l. undertakes to carry out the activities covered by the contract in compliance with current regulations on health and safety at work, with particular reference to Legislative Decree No. 81 of 9 April 2008 and subsequent amendments and additions, as well as the applicable provisions issued by the competent authorities.

The Client undertakes to provide ISALAB S.r.l. with the Safety Plan in advance, as well as all relevant information, procedures, and instructions regarding health, safety, and the environment, relating to the premises, sites, and activities being assessed. ISALAB S.r.l. undertakes to comply with these provisions, within the limits of the activities performed and the responsibilities attributable to it.

When carrying out activities at the Client's or third-party premises, sites, or facilities, ISALAB S.r.l. and its personnel operate in compliance with the obligations set forth in Articles 20 and 26 of Legislative Decree 81/08, in coordination with the Client and the Head of the Prevention and Protection Service (RSPP), where applicable.

It is understood that ISALAB S.r.l. does not assume the role of employer, supervisor, or person responsible for safety at the sites where it operates; this responsibility remains with the Client or the site owner. Any deficiencies, omissions, or non-compliance with safety measures attributable to the Client or third parties cannot be attributed to ISALAB S.r.l.