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1 SCOPE

This Regulation describes the relationship between ISALAB S.r.l. (the Body) and the Client, as well as the procedures by which ISALAB S.r.l., acting as an independent Conformity Assessment Body, carries out voluntary assessment activities that do not fall within the accreditation schemes of ISALAB S.r.l.

ISALAB S.r.l. is a Conformity Assessment Body providing conformity assessment services for projects and/or products against the applicable regulatory and technical requirements in the railway transport sector.

2 SCOPE OF APPLICATION

The activities covered by this Regulation shall be carried out as voluntary assessment services by an independent Conformity Assessment Body and shall not fall within the accreditation schemes of ISALAB S.r.l.

3 REFERENCES

Voluntary and independent assessment activities may be carried out on the basis of the regulatory, legislative and technical requirements applicable to the product, project or process subject to assessment, including, where relevant, TSIs, harmonized and/or CENELEC technical standards, CSM-RA requirements, national rules, ECM requirements and the Client's technical specifications

4 TERMS AND DEFINITIONS

The definitions provided in the following standard shall apply:

- CEI UNI EN 45020 – Standardization and related activities – General vocabulary
- UNI CEI EN ISO/IEC 17000 – Conformity assessment – Vocabulary and general principles
- UNI EN ISO 9000:2015 – Quality management systems – Fundamentals and vocabulary

ed i seguenti termini usati nel testo:

Client: Organization requesting the assessment activity.

Assessor: Personnel appointed and qualified by the organization to carry out the assessment activity.

Body: Company performing the assessment activities.

Assessment (Source: ANSFISA): An investigation undertaken with the purpose of reaching a judgement, based on objective evidence, regarding the conformity of a project, product, service, process or installation with specified requirements.

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5 CONDIZIONI GENERALI

Regulation defines the requirements governing the relationship between the Certification Body and the Client. This Regulation may be supplemented by additional requirements, which shall be specifically included in the contract between the Certification Body and the Client.

The contractual relationship between ISALAB and its Client shall be governed exclusively by the order/contract concluded between the Parties, including the General Conditions, drawn up in accordance with this Certification Regulation. The subject matter and scope of the certification activity shall be defined within the contract.

ISALAB and all personnel involved in the certification activities shall not be involved in the design, manufacture, supply, installation, acquisition, ownership, use or maintenance of the inspected objects, or of objects similar to or competing with those inspected, subject to the applicable two-year time limitation.

ISALAB remains responsible for the certification activities, even when the inspection activities are carried out by appropriately qualified independent contractors acting on behalf of ISALAB.

Depending on the agreements established between the Parties, the inspection activity may be carried out, according to the type of assessment activity, at the site, at the Client's premises, or at ISALAB's premises.

Applicant Different from the Client

Where the Client, as the signatory to the contract, wishes the assessment documents to be issued in the name of a different entity (e.g. a subsidiary or another entity designated by the Client), ISALAB shall require a written declaration from the Client specifying the name and details of the entity in whose name the documents are to be issued.

For this purpose, ISALAB shall use the Declaration Form for the Issuance of the Assessment Report, provided in Annex 1 to this procedure. The form shall be completed and returned only where the Md-COM-07 Request Form indicates that the applicant is different from the Client, and in any case before the offer is issued or the activities are commenced.

In the absence of such formalized authorization, ISALAB shall not proceed with the issuance of the offer or the conclusion of the contract.

Note: For the purposes of this Regulation, the term order/contract refers to the document describing and governing the mutual obligations of the Parties. It may consist either of a dedicated document specifically

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prepared by the Client or of the formal acceptance of the offer submitted by ISALAB. If the order has been specifically prepared by the Client, it shall comply with this Regulation and shall include acceptance of the General Conditions of Purchase (MD-COM-06).

6 ASSESSMENT PROCESS

Assessment activities may be requested by any company operating in the railway and rail transit transport sector, as well as, outside this sector, for other assessment activities determined by the Technical Director based on the competencies of the organization's internal personnel.

6.1 Application for Assessment

To initiate the assessment activity, the Client shall submit to ISALAB a request for quotation containing the information necessary to identify the subject of the assessment and the specifications/standards against which the assessment is to be performed, in accordance with the information provided in form Md-COM-07.

ISALAB may request additional information or documentation where the documentation provided is insufficient.

Furthermore, where required by the applicable legislation, the quotation shall require a declaration in which the Client specifically declares that no equivalent assessment request has been submitted to another body for the same subject of assessment, or alternatively that an assessment has already been performed by another body and that the relevant assessment reports, including findings and open points, will be provided.

ISALAB may require the Client to sign the relevant provision of the order/contract requiring the declaration concerning the exclusivity of the assignment.

The contractual relationship between ISALAB and the Client shall be governed exclusively by the provisions set out in the order/contract signed by the parties and by this Regulation.

Following the signing of the order/contract, ISALAB personnel shall communicate to the Client the names of the appointed inspectors/assessors, following a start-up meeting with the persons concerned.

If ISALAB decides not to submit an offer, it shall inform the Client of the reasons for such decision.

Any changes to the assessment scope assigned to ISALAB during the assessment process shall be communicated by the Project Manager to the personnel involved through Md-TEC-03 MoM, properly

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recorded through Md-TEC-04 List of Open Points (LOP), and shall result in the corresponding update of the Assessment Plan (Md-TEC-26).

6.2 Submission of Documentation

For the purpose of carrying out the assessment activities, the Client shall send or make available to the personnel appointed by ISALAB, through access to a shared area, the documentation in electronic format and, where electronic format is not available, in paper format. ISALAB and its personnel shall comply with the confidentiality requirements for information as required by the applicable legislation and regulations referred to above.

6.3 Review of the Assessment Request and Commencement of the Assessment

Following completion of the review of the assessment request and conclusion of the contract, ISALAB shall appoint the project team, update the program prepared during the previous phase, where necessary, and commence the assessment activities.

6.4 Conduct of Assessment Activities

Under the coordination of the Project Manager or the Technical Director (TD), the following main activities for the management and performance of the assessment shall be carried out:

- Appointment of the assessors and obtaining their acceptance of the assignment, including their commitment to confidentiality and impartiality.
- Where applicable, execution of contracts with external assessors/inspectors.
- Where applicable, execution of contracts with laboratories.
- Updating of the assessment program.
- Performance of the assessment (documentary or on-site) in accordance with the Assessment Program.
- Review of the assessment report by the Technical Manager and submission to the Client.

ISALAB shall inform the Client of the names of the appointed assessors and of the Technical Director, who shall act as the primary point of contact for the Client. The Client shall have a period of 10 days from receipt of the notification to reject one or more assessors, if necessary. The Client shall provide documented reasons for the rejection, which shall be reviewed by the Technical Director. If the Client's request is deemed justified, the Technical Director shall replace the relevant assessor(s).

The selection by ISALAB of external laboratories shall also be subject to this approval process, where such laboratories are required for the performance of the commissioned activity.

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The Client shall be responsible for informing the assessors of the safety rules and risks applicable to the site where the assessment is carried out.

In the event of a prolonged absence of an assessor, ISALAB may replace the assessor with another assessor having equivalent professional competence in order to ensure continuity of the service. The Client shall be promptly informed of the name of the replacement assessor.

Depending on the requirements of the procedure, the assessment may be carried out by a single assessor or by an assessment team. In the case of an assessment team, ISALAB shall appoint a team leader.

The Client shall make available all documentation necessary for ISALAB to carry out the assessment activities.

The Technical Director is responsible for the technical coordination of all assessment processes. In the event that the Technical Director is unavailable or directly carries out assessment activities as an Assessor, responsibility shall be assigned to the Deputy Technical Director or the designated substitute. In the event that both the Technical Director and the designated substitute are unavailable, the activity shall be suspended.

In the event of additional tests, the Client shall submit the Test Plan to ISALAB for approval.

The testing phase covers products, installations and associated documentation and provides essential inputs for the assessment and certification decision.

Assessment activities related to testing shall be performed in accordance with ISO/IEC 17025.

ISALAB ensures that the tests used in its assessment activities have been performed in accordance with the following acceptance criteria:

- ✓ Competently, independently and reproducibly, in accordance with the requirements of ISO/IEC 17025; and
- ✓ In conformity with the applicable requirements of the normative documents applicable to the products and their manufacturing process.

ISALAB has documented methods to ensure compliance with the above criteria through the following options:

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➤ accredited test;

The assessment provides the necessary assurance regarding the test reports prepared as part of such assessment. The accredited test is ISALAB's preferred means of demonstrating compliance with both acceptance criteria. An accredited test shall be accepted only if:

- the test report includes a valid assessment rating and/or the assessment ID num
- if ISALAB has received a copy of the assessment certificate of the laboratory performing the test, including its annex. The test performed shall have been carried out within the scope of, and subject to the rules of, this assessment.

➤ Non-accredited test;

ISALAB shall have a documented process for assessing the technical competence of a non-accredited testing laboratory prior to the performance of the tests. This documented process shall ensure that:

- ISALAB personnel responsible for assessing testing laboratories have the appropriate competence;
- ISALAB retains records demonstrating the assessment performed on the laboratory against the requirements of ISO/IEC 17025, as follows:
 - ✓ Clause 5 – Structural Requirements
 - ✓ Clause 6.6 – Subcontracting of Tests and Calibrations
 - ✓ Clause 7.6 – Evaluation of Measurement Uncertainty
 - ✓ Clause 7.10 – Control of Nonconforming Test and/or Calibration Work
 - ✓ Clause 6.2 – Personnel
 - ✓ Clause 6.3 – Facilities and Environmental Conditions
 - ✓ Clause 7.2 – Selection, Verification and Validation of Methods
 - ✓ Clause 6.4 – Equipment
 - ✓ Clause 6.5 – Metrological Traceability
 - ✓ Clause 7.3 – Sampling
 - ✓ Clause 7.4 – Handling of Test or Calibration Items
 - ✓ Clause 7.7 – Ensuring the Validity of Test and Calibration Results
 - ✓ Clause 7.8 – Reporting of Results

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- ✓ The testing laboratory shall provide all records relating to a specific test upon request by ISALAB;
- ✓ The competence and independence of laboratory personnel shall be assessed and recorded (Clause 4.1 – 6.2);
- ✓ Participation in interlaboratory comparison programs or proficiency testing programs shall be recorded, in accordance with UNI CEI EN ISO/IEC 17043 and Clause 7.7 of ISO/IEC 17025;
- ✓ ISALAB shall periodically assess the laboratory, at least every 24 months, to demonstrate that its competence is maintained, to the extent required for certification purposes.

If “Non-Conformities” with respect to the applicable requirements are identified during the tests, the assessment coordinator shall evaluate whether the test should be suspended.

6.5 Subcontracting

ISALAB does not subcontract assessment activities.

Where ISALAB needs to commission laboratory tests, ISALAB shall ensure and demonstrate that the selected subcontractor is competent to provide the relevant service and, where applicable, is able to meet the criteria specified in ISO/IEC 17025.

In the event of subcontracting laboratory tests, ISALAB shall inform the Client, and the subcontractor shall be submitted to the Client for approval.

6.6 Assessment Reports

Upon completion of each assessment activity, ISALAB shall issue a final assessment report describing the outcome of the assessment, as specified below.

The reports issued by ISALAB shall contain all results and conclusions arising from the assessment activities performed.

The Assessment Reports (Md-TEC-73) shall contain all results and conclusions arising from the assessment activities performed, including any statements of conformity and/or non-conformity identified.

In the event of corrections or modifications to an Assessment Report after its issuance, ISALAB shall issue a new document that cancels and replaces the previous version. The new document shall be issued with a new revision number, and the changes leading to the re-issuance shall be identified and

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justified in the Revision History table included in the report.

6.7 Final Assessment Reports

The Final Assessment Report shall include all examination results and the determination of conformity based on such results, as well as all information necessary for their understanding and interpretation.

In the case of complex assessment activities, Intermediate Assessment Reports may also be issued in addition to the Final Assessment Report. Such reports shall be incorporated into and/or attached to the Final Assessment Report.

The detailed information is provided below:

- Document title (Intermediate Assessment Report, Final Assessment Report);
- Identification code of the individual report issue and date of issue for traceability purposes;
- Identification of ISALAB and its logo;
- Identification of the Client;
- Description of the activity performed for the Client;
- Date(s) of the assessment activities leading to the issuance of the Report;
- Identification of the subject(s) of the assessment (where possible, including the individual components) and the location where the tests were performed;
- Brief description of the assessment methods used, specifying any deviations from standard procedures and methods;
- Identification of any assessment activities subcontracted to third parties and the related results;
- Identification of the measurement or test equipment used;
- Verification results, statement of conformity and/or non-conformities identified;
- Names and signatures of the personnel involved in the preparation, review and approval of the document, both internal and external;
- Issue history, including the corresponding notes/modifications;
- Assessor's judgement on conformity with the identified requirements and standards, including any relevant observations, Open Points, non-conformities and applicable conditions;
- Where applicable, and if not already specified in the description of the

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methods/procedures used, information on the criteria for selecting the samples subject to assessment;

- Information on the sites where the assessment activity was performed and the relevant environmental conditions, where applicable;
- Any activities planned at the beginning of the assignment that were not performed, together with the reasons for their omission;
- Statement that the Assessment Report shall not be reproduced, except with the full approval of ISALAB and the Client;
- Statement that the Assessment Report relates exclusively to the subject(s) identified in the Report itself.

Upon completion of the assessment activity, the Assessor(s) shall prepare the Final Assessment Report. The Technical Manager shall verify its consistency with the applicable system and contractual documents and approve it. The Legal Representative shall authorize its issuance.

For this purpose, the Technical Manager shall collect all records demonstrating conformity with the applicable requirements (intermediate reports, product test reports, etc.) issued by the assessors and/or appointed laboratories and shall verify their compliance with internal procedures and applicable standards/directives.

Upon completion of the assessment activity, the Final Assessment Report shall be submitted to the Client and discussed, where applicable, during a final meeting with the Client's management or its representative.

6.8 Findings, Non-Conformities and Corrective Actions

During assessment activities, non-conformities may be identified, observations may be raised, or comments may be provided:

Non-Conformities: These are raised where a requirement applicable to the product, project or Management System subject to assessment has not been fulfilled. They are also raised where a deficiency in the Client's Management System is identified that is such that it does not ensure the conformity of the product.

Observations: These are raised where a deficiency is identified in the product, process or Client's Management System, even if such deficiency is not such as to prevent the conformity of the product.

Assessment Regulation (voluntary activities)

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Comments: These are provided where an opportunity for improvement is identified in the product, process or Client's Management System, with the aim of ensuring conformity of the product with the applicable technical standard and supporting preventive actions to avoid non-conformities and mitigate risks.

All Non-Conformities, Observations and Comments shall be promptly communicated to the Client following the sharing of the relevant meeting minutes.

Following the sharing of the meeting minutes, the Client shall have 3 working days to raise any objection with the ISALAB Management.

After the 3-working-day period has elapsed, irrespective of whether an objection has been raised, and within 10 days of completion of the audit, the Management (or another function not involved in the audit) shall confirm the Findings and notify the Client accordingly, so that the Client may prepare a Findings Management Plan.

Following this notification, the Client shall inform ISALAB of the corrective actions to be implemented and the timeframes within which they shall be completed, with such timeframes being established according to the specific complexity of the case. The Client undertakes to comply with the agreed timeframes.

It is specified that corrections to Non-Conformities and Observations shall be carried out as soon as possible. The timeframes for implementing corrective actions shall not exceed three months from the date of planning, except in justified cases approved by ISALAB. ISALAB may authorize extensions, which shall in any event not exceed 6 months.

ISALAB shall assess the Findings Management Plan received from the Client and shall communicate its approval thereof. In the event of rejection, ISALAB shall issue new comments to enable the Client to revise the Findings Management Plan in order to ensure its subsequent approval and the related communication by ISALAB.

The Client shall also communicate any changes to the Findings Management Plan previously submitted to and approved by ISALAB (e.g. extensions of the agreed timeframes or changes to the treatment/corrective action).

Should the Findings Management Plan and/or the documented evidence be deemed inadequate and/or not be submitted within the maximum permitted timeframes, ISALAB may proceed with the closure of the assessment process or temporarily suspend the assessment activity until the non-

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conformity has been resolved.

6.9 Management of Findings, Review and Decision

All findings formally raised by ISALAB shall be appropriately reviewed by the Client. The Client shall submit to ISALAB, within 15 working days of receipt of the notification and confirmation of the findings, an adequate Findings Management Plan including:

For *non-conformities*: the correction, where applicable, a root cause analysis, and corrective actions addressing the identified causes, together with the implementation timeframe. The closure evidence for this type of finding shall be positively assessed by ISALAB prior to the decision.

For *Observations*: the correction, a root cause analysis and, where determined by the Client based on the identified causes, corrective actions, where applicable, together with the implementation timeframe.

For *Comments*: the finding may be managed through the opening of an improvement action or may be not accepted.

6.10 Review and Decision

At the end of the assessment process, once all findings have been closed in accordance with the arrangements agreed and approved during the approval of the Findings Management Plan, a review of the results shall be conducted so that ISALAB can make a decision regarding the outcome of the assessment process.

Once the review has been completed, ISALAB shall appoint a Decision Maker who has not been involved in the project to make the final decision based on all information relating to the assessment, the review thereof, and any other relevant evidence.

Depending on the applicable scheme and the contractual arrangements, the decision may result in the issuance of a statement of conformity or solely a Final Assessment Report. In all cases, the decision shall be made by a person who has not been involved in the assessment process.

In specific cases, depending on the criticality of the findings, a limitation on the validity of the issued document or additional surveillance may be established. Such additional surveillance shall normally be carried out within 6 months of the issuance of the document or of the surveillance visit, in order to verify the effectiveness of the actions implemented and agreed with ISALAB.

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The Decision Maker shall issue a positive or negative decision regarding the outcome of the assessment process. The decision shall be communicated to the Client by the Technical Director (TD) or, where the Technical Director also acts as the Decision Maker, directly by the Decision Maker

6.11 Issuance and Submission of Final Results

In the event of a positive decision, the results of the assessment process shall be issued, recorded and subsequently submitted to the Client, in accordance with the applicable scheme. Such results may consist of the issuance of a statement of conformity or solely of the Final Assessment Report.

6.12 Updating the List of Issued Documents

ISALAB shall maintain an up-to-date list of the documents issued and their respective expiry dates. Such lists shall be updated promptly, within 7 days of the issuance of the documents.

6.13 SURVEILLANCE, MODIFICATION, WITHDRAWAL, REDUCTION AND CANCELLATION OF ISSUED DOCUMENTS

6.13.1 Surveillance

Where required and depending on the type of document issued, surveillance activities shall be carried out.

A few weeks before the deadline for the surveillance activity, the Client shall inform ISALAB of any changes that may have an impact on the issued document. Where it is confirmed that only surveillance is required, with no changes, the surveillance activity shall be carried out in accordance with the Assessment Program.

In the event of a positive outcome of the assessment activity, the issued document shall remain valid.

In the event of an outcome that is not fully positive, due to findings identified during the surveillance activities that may affect the validity of the statement of conformity or the Final Assessment Report, the Decision Maker shall decide whether to maintain, suspend or withdraw the issued document, where applicable.

6.13.2 Modification, Withdrawal, Suspension, Reduction and Cancellation of Issued Documents

The attestations issued by ISALAB represent the outcome of the assessment performed and are not subject to periodic surveillance activities, unless otherwise provided for by the applicable scheme.

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Any request for modification of an attestation shall be submitted by the Client in writing. ISALAB shall assess the impact of the requested modifications and, where applicable, shall proceed with the issuance of a new attestation and the updating of the relevant records and any communications to interested parties.

ISALAB may cancel an issued document where false or incomplete information provided by the Client is identified, significant errors are detected after issuance, or other circumstances arise that compromise the validity of the conclusions stated in the document.

ISALAB may suspend the validity of an issued document where critical nonconformities or errors are identified that compromise its technical validity. In such cases, the document shall not be used until the verification activities have been completed and, where applicable, the document has been reissued.

The document may be cancelled upon its natural expiry, where applicable, or upon a voluntary written request submitted by the Client. In such cases, ISALAB shall update the relevant records and, where applicable, notify the interested parties.

ISALAB may refuse to issue an attestation where the documentation is incomplete or non-compliant, the system, product or service subject to assessment does not meet the applicable requirements, serious nonconformities have been identified, or other legal or regulatory reasons prevent its issuance. The decision to refuse issuance shall be taken by a Decision Maker who has not been involved in the assessment process and shall be communicated to the Client in writing, stating the reasons for the decision and any applicable procedures for submitting comments or appeals.

The provisions of this paragraph shall also apply, where relevant, to Final Assessment Reports.

7 USE OF ASSESSMENT REPORTS, CERTIFICATES AND ISALAB LOGO

The Client may use the assessment reports to the extent permitted by law. Such reports shall be considered confidential documents and may not be reproduced except for internal purposes and for official use with the final Clients (users of the products subject to assessment).

Companies receiving ISALAB documents (Final Report and/or Attestation) are entitled to display the document and use reproductions thereof on their notice boards and in their advertising materials, provided that the document is reproduced in its entirety, so that the declared conformity and the limitations of the document are clearly evident.

The use of the document and, more generally, of the regulatory conformity assessment shall be

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considered improper in cases where the document has been withdrawn or suspended, or where it is used outside the scope for which the document was granted.

The ISALAB logo may be used within the Company's own materials only if it is clearly associated with the relevant document and there is no risk of misleading the recipient of the documentation regarding the type, nature or limitations of the document itself.

8 CLIENT'S RIGHT AND OBLIGATIONS

By accepting these Regulations, the Client undertakes to:

- i. Operate in accordance with the provisions set out in this Regulation.
- ii. Allow access to its premises and make available the resources necessary for carrying out the assessment activities, in particular the personnel responsible for the activities subject to assessment and, where applicable, ANSFISA and/or ACCREDIA inspectors, in compliance with the applicable safety regulations.
- iii. Ensure all the conditions necessary for the effective performance of the assessment, including where the assessment is carried out at third-party premises.
- iv. Comply with the payment obligations set out in the contractual documents.

The Client has the right to require ISALAB to enter into a confidentiality agreement prior to receiving any documents.

If the Client identifies any discriminatory or non-impartial conduct on the part of ISALAB, the Client has the right to refer the matter to ISALAB's Impartiality Safeguarding Committee (ISC).

8.1 RIGHTS AND OBLIGATIONS OF ISALAB

ISALAB undertakes to:

- i. Operate in accordance with the provisions set out in these Regulations.
- ii. Ensure the availability of the assigned assessment personnel throughout the assessment activities.
- iii. Comply with the applicable safety regulations at the Client's premises to which ISALAB personnel have access.
- iv. Comply with the agreed timelines for carrying out the assessment activities and delivering the final documentation.

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- v. Ensure the confidentiality of the information received from the Client that is useful or necessary for carrying out the assessment activities.

9 RESPONSABILITY

The Client undertakes to ensure the completeness and accuracy of the documents and information made available to ISALAB.

ISALAB shall be expressly exempt from any liability in the event of failure to communicate, or incomplete communication of, data, as well as in the event that such data do not correspond to the actual situation of the company.

ISALAB is responsible for verifying compliance with the provisions agreed at contractual level and assumes no direct responsibility for the adequacy of the technical decisions adopted by the Client's Organization for this purpose, as the Client remains solely responsible for such decisions, nor for verifying compliance with statutory and regulatory requirements.

ISALAB's assessment activities shall not relieve the Client of its statutory obligations arising from the products, processes and services it provides, nor of its contractual obligations towards its customers, and shall not entail any liability or warranty obligation on the part of ISALAB. In particular, it is agreed that ISALAB shall bear no liability for defects in products, processes or services provided by the Client to third parties, in the cases governed by Legislative Decree No. 206 of 6 September 2005, as amended and supplemented (Consumer Code), and by EEC Directive 85/374, as amended and/or supplemented, concerning liability for damage caused by defective products, nor for any systematic or occasional conduct of the Client that is not compliant with applicable laws and/or regulations.

ISALAB shall not be liable for any inadequacies or damages of any kind caused by the Client or by its products, processes or services during the assessment activities.

10 COMPLAINTS AND APPEALS

Any interested party, including certificate holders and other relevant stakeholders, may submit a complaint concerning ISALAB's activities. All complaints relating to ISALAB's activities shall be submitted in writing by registered mail with acknowledgment of receipt or by certified electronic mail (PEC) within three months of the occurrence of the event giving rise to the complaint. All complaints received in this manner shall be handled by the Quality Manager and reviewed by the organization within seven days of receipt. The person responsible for handling the complaint shall have appropriate technical competence and shall be independent and impartial, and shall not have been involved in the activity to which the complaint relates. The outcome of the review shall be communicated to the Client

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in writing within thirty days of receipt of the complaint. Where the complaint is found to be justified, ISALAB shall promptly implement the necessary corrective actions and communicate them to the Client.

Appeals may be submitted by the Client to ISALAB no later than three months from the date of delivery of the Final Assessment Report and/or the Certificate. Appeals shall be submitted in writing by registered mail with acknowledgment of receipt or by certified electronic mail (PEC).

The appeal shall be handled by the Quality Manager, who shall appoint an Appeal Officer. The Appeal Officer shall have appropriate technical competence and shall be independent and impartial in reaching a decision, and shall not have been involved in the activity to which the appeal relates. The Client shall be notified in writing of the appointment of the Appeal Officer and shall have five days to object to the appointment, providing written justification for the objection.

The results of the review shall be communicated by ISALAB to the Client in writing by registered mail with acknowledgment of receipt or by certified electronic mail (PEC) within sixty days of submission of the appeal.

ISALAB shall notify the Client of the outcome of the appeal, including the reasons for the decision, and shall also provide any documentation relating to the reviews carried out in connection with the subject matter of the appeal.

A more detailed description of the procedure for handling complaints and appeals may be provided upon request.

11 DISPUTES

In the event of any dispute between the Client and ISALAB, the Court of Genoa shall have jurisdiction, unless otherwise specified in the confidentiality agreement signed by the parties.

12 CONFIDENTIALITY

All information and documents necessary for carrying out the assessment activities shall be treated as confidential.

Access to such documents and information shall be restricted to persons involved in the assessment process, the Client and, where necessary, the accreditation body.

ISALAB and its employees/external collaborators undertake to:

Assessment Regulation (voluntary activities)

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

- 1) Not disclose or use in any way any information, data or documents related to the assessment activities in which they participate;
- 2) Store and manage the documentation received from the Client in such a manner as to prevent third parties from accessing or making copies of such documentation;
- 3) The assessors shall also undertake to return to ISALAB any hard copies of the documents and to delete any electronic versions upon completion of the assessment.

This commitment is formalized through the signing of confidentiality agreements, whereby employees and external suppliers undertake to avoid conflicts of interest and to remain impartial and free from external influence, whether of an economic or psychological nature.

ISALAB shall in any event operate in full compliance with the requirements of Regulation (EU) 2016/679 ("GDPR") and Legislative Decree No. 196 of 30 June 2003 concerning the processing of personal data, as amended by Legislative Decree No. 101 of 2018.

13 FORCE MAJEURE

ISALAB shall not be bound by these Regulations and shall not be held liable in the event of external circumstances constituting "force majeure" over which it has no control or influence. The term "force majeure" shall mean any unforeseeable events or circumstances beyond ISALAB's control that occur after the conclusion of the contract.

14 SAFETY OBLIGATIONS

ISALAB undertakes to comply with Client's Safety Plan, which shall be provided to ISALAB in advance.

Compliance with the legislation on occupational health and safety set out in Legislative Decree No. 81/2008, as amended and supplemented, is hereby declared, with particular regard to the obligations under Article 20 of the aforementioned Decree, as well as to the instructions issued by the person responsible for the Prevention and Protection Service.

The obligations provided for under Article 26 of Legislative Decree No. 81/2008, as well as the provision of personal protective equipment (PPE) in relation to the specific risks present at the host facilities, shall be the responsibility of the person in charge of the host facility, pursuant to Article 2 of Legislative Decree No. 363/1998.

In implementation of the requirements of Legislative Decree No. 81/2008:

Assessment Regulation (voluntary activities)

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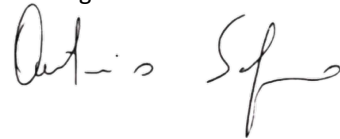
CONTACT

+39 010 0980270
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- Where interference is foreseeable between the activities of the Client and those of ISALAB, the designated personnel of the Client and ISALAB shall cooperate in implementing measures for the prevention and protection against occupational risks affecting the activities covered by the assessment. In particular, in the cases provided for under Article 26(3-ter) of the Consolidated Occupational Health and Safety Act, ISALAB shall prepare the document assessing risks arising from interference (DUVRI), containing an initial assessment of the standard risks associated with the type of service that may potentially arise from the performance of the contract. Before the commencement of the contract, the entity at whose premises the contract is to be performed shall supplement the aforementioned document with reference to the specific interference risks present at the locations where the activities will be carried out. The supplement, signed for acceptance by the contractor, shall form an integral part of the contractual documents.
- Without prejudice to the fact that coordination of measures for the protection and prevention of risks to which workers are exposed shall always remain the responsibility of the Client, the safety officers appointed by the Client and ISALAB shall exchange relevant information, including for the purpose of eliminating risks arising from interference between the activities of the various companies involved in the performance of the activities entrusted to ISALAB.

Management

Eng. Antonio Scofano



Assessment Regulation (voluntary activities)

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Annex 1. Declaration of Assessment Report Heading

I, the undersigned, _____ in my
capacity as _____ of the company _____
holder of Offer No _____ Project _____

hereby declare that the assessment reports issued by XXXXXXXX shall be addressed to:

Company Name _____ Registered Office
_____ Street/Square _____
No _____ Postcode _____ Province _____

Data confidentiality:

We hereby inform you that your personal data will be processed in accordance with Regulation (EU) 2016/679 concerning the protection of natural persons with regard to the processing of personal data, including by electronic means, exclusively for the purposes of the procedure for which this declaration is being made.

For Acknowledgement

Company Named in the Offer

Place and Date

Stamp and Signature

Company Named in the Report

Place and Date

Stamp and Signature