



**GRUPPO
ISTITUTO ITALIANO DELLA SALDATURA**

**RULES FOR THE ASSESSMENT OF SYSTEMS,
PERSONNEL, PRODUCTS -
GENERAL CONTRACT CONDITIONS**

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CONTENTS

| | |
|-----------|---|
| 1 | SCOPE AND FIELD OF APPLICATION |
| 2 | REFERENCES |
| 3 | DEFINITIONS |
| 4 | CERTIFICATION REQUIREMENTS |
| 5 | INITIAL CERTIFICATION |
| 6 | RETENTION OF THE CERTIFICATION |
| 7 | RENEWAL |
| 8 | MANAGEMENT OF THE CERTIFICATES OF CONFORMITY |
| 9 | MODIFICATION OF THE CERTIFICATION AND COMMUNICATION OF THE CHANGES |
| 10 | MULTISITE ORGANIZATIONS |
| 11 | SPECIFIC FEATURES FOR THE EA 28 AND EA 35 SECTOR |
| 12 | TRANSFER OF ACCREDITED CERTIFICATES |
| 13 | SUSPENSION, RESTORATION AND REVOCATION OF THE CERTIFICATION |
| 14 | WAIVER OF THE CERTIFICATION |
| 15 | STANDARDIZATION OF THE VISIT DATES FOR VARIOUS CERTIFICATIONS |
| 16 | REGISTRATION DOCUMENTS |
| 17 | CONTRACTUAL CONDITIONS |

ANNEXES

| | |
|----------|---|
| A | Particular aspects for the certification of quality management systems |
| B | Particular aspects for the certification of environmental management systems |
| C | Particular aspects for the certification of occupational health and safety management systems |

1 SCOPE AND FIELD OF APPLICATION

This Rule defines the general contract conditions that IIS CERT applies in its assessment activities of (see Note 1 below):

- management systems;
- personnel;
- product (see Note 2 below)

The list of the specific Rules applicable to the various types of assessments that IIS CERT undertakes can be found in Attachment A of this Rule.

Note 1 *The meaning of "assessment" includes the activities of certification, as well as the verification of conformity and inspection that are generally aimed at the activity of certification, with the exceptions stated in the text of this document.*

Note 2 *Cases of process certification also come within the terms of Product certification.*

2 REFERENCES

The latest valid versions of the Rules regarding the assessments are applicable.

3 DEFINITIONS

The following definitions apply.

| | |
|---------------------------------------|---|
| Proof/Attestation | document issued by IIS CERT at the conclusion of a satisfactory assessment process of. This term refers to both the inspection certificates and reports (see the following definitions). |
| Certificate | document issued by IIS CERT after the successful conclusion of the certification process. The certificate is made available to the holder in electronic format on the restricted area of the IIS CERT website. |
| Inspection report: | document issued by IIS CERT after an inspection activity specific to a product (or process) which may or may not involve its certification. |
| Certification (of conformity): | positive assessment by IIS CERT regarding the conformity of the system, or of the product/process, or of the personnel, in relation to the reference standard that allows the certification. |
| Normative reference document: | document or an ensemble of documents that supplies the rules, directives or characteristics related to determined activities or their outcomes, in respect to which IIS CERT undertakes its assessment activities. |
| IIS CERT: | this means IIS CERT S.r.l |
| Organization: | The entity (or client) who signs the contract with IIS CERT which these conditions applies to. It can be a company, or an individual. |
| System/product/personnel: | The system, or product (or process), or personnel which are the subject of an assessment by IIS CERT, as specified in the contract documents (the Rules contained in this document which apply only to system evaluation, or solely to product evaluation, are specifically indicated). |
| Assessor: | an individual appointed by IIS CERT to undertake the activity of assessment or inspection according to the applicable certification/inspection schemes within the purpose of this document. |

4 SCOPE OF THE INTERVENTION

As per the contract, IIS CERT is committed to undertaking a conformity assessment of the system/product/process, or an activity of inspection in respect of the normative reference document and in addition:

- in the case of a successful conclusion to the conformity assessment, issue the relevant certificate;
- in the case of an activity of inspection, to release an inspection report.

4.2 IIS CERT does not assume any obligation regarding the positive outcome of the assessment, nor to the merits of the issue of the final certificate.

The Organization specifically recognizes that the certificate will be issued by IIS CERT exclusively after having satisfied all the necessary conditions and that any failure to issue a certificate, or a subsequent suspension and/or revocation, due to the failure to maintain the requirements in respect to the reference standard, incur no liability on IIS CERT, nor failure on its part.

4.3 Every activity of consultation in the fulfillment and/or in maintaining the system/product/personnel requirements that are the subject of the conformity assessment are excluded from the aims of the contract.

4.4 The Organization recognizes that a potential conflict of interests can determine the impossibility for IIS CERT to deliver its service.

To this end, it undertakes to inform IIS CERT, where applicable, the company name of the consultant and the name of the individual that directly undertakes this activity.

Furthermore, the Organization is obliged to communicate to IIS CERT every change of details regarding these subjects.

4.5 The Organization recognizes that a potential conflict of interests can arise even after the signing of the contract and up to the moment of its completion.

In this case IIS CERT will be entitled to immediately withdraw the contract

In this hypothesis IIS CERT reserves the right to charge for the work undertaken up to the point of withdrawn/revocation.

5 OBJECT OF THE ASSESSMENT ACTIVITIES AND REFERENCE STANDARDS

5.1 Only the system/personnel/product as specified in the contract documentation, or of the quotation, will constitute the objects of assessment for the issuance of a certificate.

5.2 Only the objects specified in the contract documents, or the quotation will be the subject of the inspection for the issuance of an inspection report.

5.3 The certification of conformity of a management system does not extend to the products or the services produced by an Organization and therefore cannot be used to accompany these products, nor in such a manner as to make them appear covered by the certification.

5.4 The evaluation of conformity undertaken by IIS CERT on the basis of the normative reference document expressly indicates the Organization in the application for certification. IIS CERT will operate under the authority shown in Table A according to the specific activity of certification requested.

5.5 Unless otherwise requested in the reference standard document, the activities of assessment undertaken by IIS CERT with the aim of assessing the conformity of system/product/personnel will be carried out by audits using the sample method. Therefore, the issue of the certification does not necessarily imply the verification of every single element of the system, or of every single specimen of the product, or every single activity undertaken by the personnel.

6 RELEVANT LEGAL REQUIREMENTS AND LIMITS OF WARRANTY OF LEGALITY

6.1 The Organization undertakes to conform and maintain conformity for the whole period of validity of the certificate according to all pertinent legal requirements- such as laws, Rules, etc, whether international, national or local - applicable to their services, products and personnel.

- 6.2** The certification relates only to conformity of system/product/personnel in the reference standard document and therefore does not entail on the part of IIS CERT any certificate, or simple verification in respect to the above mentioned requirements on the part of the Organization.
The Organization therefore bears sole responsibility for its own legislative conformity, to the exclusion of any responsibility on the part of IIS CERT.

7 ORDERS

- 7.1** Orders may be made according to any of the following methods:
- sending a quotation prepared by IIS CERT duly signed for acceptance:
 - If the Organization shows the need to issue its own formal order, by preparing the order on the Organization's letterhead indicating the details of the quotation from IIS CERT which, in any case, must be attached to this order, duly signed for acceptance.
- 7.2** Any unforeseen extra costs (repetition of the tests, etc), as well as for any additional services beyond those initially agreed, requested by the Organization and/or made necessary in the course of the activity, must be regulated and formalized by an amended order, or by issuing a supplemental order in respect to the original order.

8 ECONOMIC CONDITIONS

- 8.1** In accordance with the services agreed, the Organization will pay IIS CERT the amounts indicated in the quotation, or, in the case of unforeseen costs, the amounts stated in the IIS CERT's price list current at the starting date of the service.
- 8.2** In the case where the assessments and/or the issuing of a certificate should require extra activities non expressly foreseen, the Organization will pay for these extra activities a further sum commensurate with the effective tasks requested and calculated on the basis of the unit rates indicated in the quotation.
- 8.3** When not expressly agreed to or indicated in the quotation, the costs sustained by IIS CERT for the completion of an activity of assessment will be borne by the Organization. In this case the Organization may ask for a copy of the documentation supporting the costs charged.
- 8.4** Unless otherwise foreseen by the quotation or by other contract documents, the sums owed to IIS CERT for the services and expenses will be paid by the Organization within the term of thirty days from the date of issue of the relative invoice.
- 8.5** The payment for work done by IIS CERT will be paid by the Organization even in the case a certificate is not issued due to failure to fulfill the requirements for conformity, or in the case of waiver of the contract.
- 8.6** In any case, in reference to the certification of personnel, the failure to undertake the final exam where it is required does not exonerate the Organization from paying IIS CERT the full sum agreed.
- 8.7** In any case, the issuing of a certificate of conformity by IIS CERT is subject to the effective payment of the statements previously released.

9 ACCESS TO INFORMATION

- 9.1** The Organization will commit itself to supplying all the information, technical data and support necessary for the assessment, including making available all the documentation pertaining to the system/product/personnel for which product certification or inspection is requested, as well as allowing access in conditions of safety to all the areas where there is activity relevant to the object of the valuation.
- 9.2.** The Organization will guarantee the veracity of the information and that it corresponds to the effective conditions of the information and technical data supplied and will assume all responsibility in that case the information transmitted is not true and/or contains omissions. It will also indemnify and protect from any effects IIS CERT from eventual objections and/or claims and/or any possible prejudicial consequence deriving from such conduct or omissions.

10 CONFIDENTIALITY

- 10.1** IIS CERT is committed to maintaining confidentiality regarding information and documentation supplied by the Organization and to which it becomes aware in the course of carrying out its activities of assessment and certification.
- 10.2** Notwithstanding what is related in statement 10.1 IIS CERT will be able to divulge information relative to the Organization due to legal obligations or if expressly requested by Public Authorities.
- 10.3** The accreditation Body can request the participation of its observers at the process of evaluation undertaken by IIS CERT with the aim of ascertaining that the method of evaluation adopted by IIS CERT conform to the reference standard document.
In the case that the Organization does not allow the above mentioned participation the process of assessment will not proceed.

11 OBLIGATION TO SUPPLY INFORMATION

- 11.1.** The Organization has the duty to immediately inform IIS CERT of all changes and/or modifications that could affect the object of the certification or on the requirements of certification.
- 11.2** Furthermore, in relation to IIS CERT the Organization is committed to:
- Immediately notify all the irregular situations revealed the Control Authority, as well as eventual suspensions or revocations of authorizations, concessions, etc, relative to the legal aspects of the object of certification;
 - Immediately notify of any legal procedures pending or of any final judgments pertaining to the certification that directly involve the Organization or individuals that represent it, subject to the limits of the law;
 - in the case of certifications that have environmental issues as requirements, to immediately notify eventual environmental incidents with long term consequences and/or have requested the intervention of external Bodies for their reaction and/or that involve communicating to Public Authorities;
 - Keep IIS CERT informed of developments of the above proceedings;
- 11.3** In regards to the above, IIS CERT will be able to undertake extraordinary audits and eventually adopt measures of suspension or revocation of the certificate on the basis of the gravity and impact of the event.
- 11.4** Furthermore, IIS CERT will immediately inform the accreditation/authorization Bodies regarding said incident.

12 USE OF THE CERTIFICATE

- 12.1** The Organization can make declarations in matters regarding certification only in so far as they relate to the activities for which the certification is issued.
The certification cannot be used for any purpose that may discredit IIS CERT or in any misleading manner.
If the certification is suspended, revoked or has expired the Organization must end any publicity that refers in any way to the certification, as specified in §§ 19 e 24 of the present General Conditions.

13 OBLIGATION TO MAINTAINING THE SYSTEM REQUIREMENTS AND EVENTUAL MODIFICATIONS (applicable to the system and product certification)

- 13.1** The certified Organization is committed to maintaining its structure and Organization in conformity with the requirements requested in the reference standard document during the entire period of validity of the certification.

- 13.2** Where there are any, or significant changes predicted in regards to the aims of the certification (e.g. variations of the data indicated in the application for certification, interruption of services, etc) the Organization is obliged to give IIS CERT early warning in writing which in turn it may accept, the variations, or request that an extraordinary/supplementary assessment be carried out.
- 13.3** If a certificated Organization intends to modify the field of validity of its certification it must make a written request to IIS CERT that will then decide whether or not a new documentary or on-site evaluation is required.
- 13.4** When IIS CERT requests an extraordinary/supplementary audit, following a notice of modification as per § 11.2, the Organization will have the option to waive the certification and consequently to cancel the contract with a written communication within thirty days of such notice.

14 MODIFICATIONS TO THE PROCEDURE OF CERTIFICATION

- 14.1** IIS CERT reserves the right to modify the procedure of certification, even after amendments to the reference standard document, or if so imposed by the accreditation Bodies.
In this case, IIS CERT will give early notice to the Organization which, if it does not intend to conform to the new procedures to be introduced, will have the option to withdraw the contract within thirty days of such notification.
- 14.2** In any case, eventual costs of the activity of assessment of the documentation or on-site assessment stemming from standard, or regulatory amendments will be borne by the Organization.

15 OUTSOURCING

- 15.1** In the course of its activities under the contract IIS CERT will be able to use employees and external parties to operate on its behalf as long as they are appropriately qualified.
Such parties are required to comply with all the obligations required by IIS CERT, including all matters referring to independency and confidentiality.
- 15.2** In the case of the expected use of external parties, IIS CERT will give the client early notice and it will have the option of recusal.

16 SAFETY IN WORKPLACE

- 16.1** The Organization must supply IIS CERT complete and detailed information regarding specific risks present in the work place in which the assessors employed by IIS CERT are destined to operate and of the safety measures adopted according to the relevant legislation in matters of work place health and safety.
- 16.2** The Organization will be committed to fulfilling all the obligations of collaboration and cooperation in matters of work place safety and further ensuring that the assessors employed by IIS CERT have the assistance of the responsible personnel, as well as to achieve the aim of passing on all the information regarding specific risks that exist in the work place and to fully brief them regarding the existence of particular Rules or safety measures.
- 16.3** Whenever a assessor employed by IIS CERT ascertains in the course of the activity of evaluation that the Organization has not put into effect adequate health and safety measures for his protection he/she will suspend his/her activities and formally inform the Organization. The activity will continue only after the resolution of the problem and all extra expenses due to the suspension of the activity will be borne by the Organization.
- 16.4** The following are the principal activities in matters of health and safety according to the relevant Legislative Decree 81/2008 integrated and amended by legislative decree no. 106 of August 3, 2009, with the clarification that this list cannot be considered exhaustive and therefore the parties involved must act to ensure that all the requirements regarding work place health and safety are put in place:
- in the case that IIS CERT is called to operate in conditions foreseen in Section IV "Temporary or

- mobile work sites” the Organization is obliged to supply as an integral part of the contract the PSC (Plan for Safety and Coordination) as set out in article 100 (plan for safety and coordination, clause 1)
- in the case which IIS CERT is called to operate in the field of procurement contracts, the Organization must send a copy of its DUVRI as set out in article 26 (“Obligations in relation to the award of contracts, or works or of administration”), clause 3 “The employer involved will promote the cooperation and coordination as per clause 2, setting out a single document of evaluation of the risks in which are indicated the measures adopted to eliminate the risks and where, if possible, to reduce to a minimum the risks of interference...omission...”;
 - In those cases where the activities do not fall in the cases already cited, the Organization is obliged to communicate in writing the risks that may occur(Art. 101 “Obligations of Transmission”, clause 3).

17 DURATION AND CESSATION OF THE CONTRACT

- 17.1** Every single contract has its validity limited and specified within the document and where it is not otherwise agreed, it allows either party to withdraw with a minimum notice of three months, to be communicated via registered mail.
- 17.2** In the case cited in § 17.1, in the time remaining for the validity of the certificate, all the conditions of the present contract regarding the functionality for a proper maintenance of the system/product in conformity with the reference standard document will remain in effect, with particular attention to the faculty of IIS CERT to undertake audit, or those that it would otherwise consider necessary when it has reason to believe that said conformity has not been respected.
In any case, all sums owed to IIS CERT for the activities undertaken by it until the end of the effective date of withdrawal must be paid.
- 17.3** In every case, IIS CERT can resolve the contract with immediate effect and without prior warning with the consequent absence of any obligation to the Organization following violation of the part of the Organization to uphold its duties according to the present Contract Conditions and/or Rules of reference, including failure to pay sums owed beyond the limits of tolerance and the Organization will still be held responsible for payment of the sums owed including those listed above, as well as the payment of eventual damages caused.
- 17.4** Notwithstanding the above, the contract will cease immediately following the revocation of the certificate, for whatever reason, as well as if one party declares bankruptcy or ceases trading.
- 17.5** In the case of an Organization certified under EN 15085 withdraw its certification before the recertification audit, IIS CERT will advise ANSF which will advise the proper steps to be taken.

18 FORCE MAJEURE

- 18.1** IIS CERT will not be held responsible for any delays and/or failure to complete its contractual obligations and/or eventual prejudice suffered by the Organization, if cause by force majeure.
Force majeure is any event and/or facts non imputable to IIS CERT that, having occurred after signing the contract causes prejudice and/or delays to the completion of the contractual obligations or render them impossible to undertake by IIS CERT.
By way of example, possible cases of force majeure are: disputes, strikes, lockouts related to trade union matters, fires and natural calamity, every type of intervention, delay and intervention on the part of Government Authorities, transport delays or restrictions, blockages or restrictions to road access. Generally, every case beyond the control of IIS CERT is force majeure.
In those cases where any actions by IIS CERT cannot be punctually executed due to force majeure, completion of said actions remains suspended until the removal of the obstacle, with the subsequent extension of the delivery times, save where the undertaking becomes impossible to complete. In any case, IIS CERT will do everything reasonably compatible with its programs and contractual obligations to make up for time lost. In any case IIS CERT will not be held to bear the costs for additional expenses in relation to said recovery of time.

19 SUSPENSION OR REVOCATION OF THE CERTIFICATION

- 19.1** Apart from those cases expressly foreseen in each Rule, the certification can be considered revoked, or its validity suspended by IIS CERT in any case in which the object of certification does not comply to the requirements of the reference standard document.
- 19.2** The suspension can derive from:
- failure of the Organization to conform with the modifications of the Rules, or the standard document communicated by IIS CERT;
 - by failure of the Organization to communicate incidents regarding the requirements of the certification, or the characteristics of the products subject to certification and in any case, in violation of the duty to inform as per § 11;
 - by failure to inform of the existence of final judgments, legal proceedings, appeals and protests having as their objects the requisites regarding the product or the system;
 - by failure of the Organization to pay sums due to IIS CERT;
- 19.3** While it is under suspension the Organization cannot use the certificate or display the quality of the Organization as certified (or qualify the product as certified) and must inform third parties of the suspension by adequate means.
- 19.4** Revocation may be caused by:
- failure to eliminate the cause of suspension of certificate within the terms communicated by IIS CERT;
 - by the cessation of trading of the Organization (or of production of the good) object of the certification or by suspension of the same for a period longer than one calendar year;
 - by a conviction of the Organization for any matter having as their subject failure to respect the requirements pertaining to the certification or the product subject of the certification;
 - whenever the Organization makes any incomplete or untrue declaration regarding the certification, or if the certificate has been used outside the limits imposed in the application;
 - whenever the Organization does not intend to continue to maintain the certification and after having communicated the decision in writing;
- 19.5** After revocation the Organization can no longer use the certificate of conformity in any way. Furthermore, the Organization's certificate of conformity will be removed from the restricted area of IIS CERT's website following prior and formal notification.
- 19.6** As part of the duties that weigh on IIS CERT, this may include having to communicate the suspension, revocation or waiver of a certification to the accreditation Bodies and the other third parties that may request it, as well as inserting the relative data in the list of the certified companies and the certified products present in its Internet site.

20 LIMITS OF THE CERTIFICATION AND RESPONSIBILITIES

20.1 System certification

- 20.1.1** The issuance and maintenance of certification of the management system do not constitute certification and guarantee of the part of IIS CERT of respect of the legal obligations and the mandatory requirement imposed on the certified Organization.
- 20.1.2** The Organization has and remains solely responsible, both towards itself and towards third parties, for the proper conduct of its business and for conformity of the business and its products to the applicable Rules and the expectations of clients and third parties in general.
The Organization agrees to indemnify IIS CERT and its employees and auxiliaries from any claims, actions or demands from third parties connected to the execution of IIS CERT's activities on the basis of this contract.

20.2 Product certification

- 20.2.1** The issuance and maintaining of the certification of a product has as its sole object the verification of

conformity of said product in respect to the reference standard document.

In the case of voluntary certification, the effects are limited to the relation between IIS CERT and the Organization and do not constitute certification, nor guarantee on the part of IIS CERT in respect to the legal obligations and the regulatory requirements weighing on the Producer/Manufacturer.

- 20.2.2** The Producer/Manufacturer has and remains solely responsible, both towards itself and towards third parties, for the proper conduct of its business and for conformity of the business and its products to the applicable regulations and the expectations of clients and third parties in general.
The Organization agrees to indemnify IIS CERT and its employees and auxiliaries from any claims, actions or demands from third parties connected to the execution of IIS CERT's activities on the basis of this contract.

20.3 Personnel certification

- 20.3.1** The issuance and maintaining of the certification of personnel has as its sole object the conformity assessment of said personnel in respect to the reference standard document.
The effects of the certification are limited to the relationship between IIS CERT and the Organization and do not constitute certification, no guarantee on the part of IIS CERT in respect to the legal obligations and the regulatory requirements weighing on the Producer/Manufacturer.
In any case, the certification does not involve any guarantee on the part of IIS CERT in regards to personnel, the Organization or third parties in relation to the correct use of the said certificate.
- 20.3.2** The Organization has and retains solely responsibility, both towards itself and towards third parties, for the proper conduct of the activities undertaken by the certified personnel and therefore is obliged to indemnify IIS CERT and its employees and auxiliary personnel from any claim, action or demand from third parties in the execution of IIS CERT's activities under the present contract.

21 RESPONSIBILITIES AND REVOCATION CLAUSE

- 21.1** The services performed by IIS CERT are always framed as technical services of an intellectual nature, subject only to the obligations of the "means" and thus independent from the attainment of the "result" and are not attributable to the procurement contractual framework and the regulations applicable to it.
- 21.2** Except in the case in which a case is established that a liability for fraud or gross negligence by IIS CERT has been ascertained, as a result of the above, IIS CERT shall not be liable for damages and / or prejudices, of any nature and howsoever caused and/or occasioned in the performance of contractual services.
- 21.3** In any case IIS CERT is not responsible for any damages of any type deriving from accidental or malicious actions by third parties or collaborators and thereby waived expressly in article 1228 c.c.
- 21.4** Any claim or request for damages in regards to IIS CERT must be forwarded by the Organization under penalty of revocation before and not after six months from the date of the event that gave rise to the request or claim, except in cases where the relevant law allows for shorter periods.
- 21.5** In the case where a failure has been definitely ascertained on the part of IIS CERT due to errors or omissions in the execution of services within the contract, in any case IIS CERT's responsibilities will always be within the limits of values of said contract.

Nota: Il Cliente ha la possibilità di inoltrare un reclamo anche attraverso la casella di posta elettronica customercare@iiscert.it così come definito nell'offerta.

22 HIERARCHY OF CONTRACT SOURCES

- 22.1** IN the case which one or more of the present General Conditions and/or the Rules of reference should be in contrast with the contents of a single contract or with separate agreements between IIS CERT and the Organization, such clauses shall prevail, except in those cases where the various conflicting terms were excluded in writing under penalty of invalidity with the explicit expression of the will of the parties to derogate to the present General Conditions and/or the Rules of reference and the express indication of the clauses waived

23 USE OF THE MARK

- 23.1** Use of the IIS CERT and Accredia mark on the part of Organizations is allowed exclusively following the explicit written permission by IIS CERT that will supply a model of the mark and the relative characteristics to the Organization.
- 23.2** Except as specifically provided in the IIS CERT Rules in relation to the single services provided, or in other applicable Rules, the use of the marks must refer exclusively to the services, products and the managerial aspects affected by the assessments undertaken by IIS CERT itself and to which the relative certifications of conformity issued by IIS CERT apply.
- 23.3** The mark can be reproduced in real dimensions, or even larger or smaller, as long as the proportions are respected, that the integrity be guaranteed, that it is readable and independent from any other factory marking, logo and/or legal name.
Partial reproduction of the mark is not allowed.
- 23.4** Every use and/or reproduction (on products, commercial documentation, labels, packaging, etc) relative to specific services not expressly foreseen by the IIS CERT Rules, by the contracts, or by any other applicable Rule, must first be submitted to IIS CERT for approval.
- 23.5** With specific reference to the certification of management system, unless specifically provided for in the IIS CERT Rules relative to single services provided, or in other applicable Rules, the Organization cannot place the IIS CERT mark on its products and/or packaging of any type, and can only adopt wording that state that the management system of the Organization is certified by IIS CERT in conformity with the reference standard document (wording "Organization with management system certified by IIS CERT in conformity with Rule xxx").
In the case of partial certification of the site structure, or the company processes, the use of the mark must explicitly state that the certification does not refer to the Organization as a whole.
With particular reference to the inspection activities, the Organization will not be able to use the ACCREDIA mark except for the labels that can be affixed to the items inspected. In this case, the use must comply with the provisions of ILAC P8, or the label must clearly indicate that the item has been inspected, for example, "inspected by," or inspected in ... "etc.
In addition, the label must include at least the following information:
- the name and accreditation number of the accredited Inspection Body;
 - identification of the equipment;
 - the date of the inspection;
 - the reference to the inspection report issued in connection with the inspection.
- 23.6** The faculty of using the IIS CERT mark cannot in any way be transferred to a third party by the Organization.
- 23.7** IIS CERT reserves the right to affect any audits deemed necessary aimed at ascertaining that the marks are used in respect to the clauses of this document and the specific Rule CER_QAS 002 R and may even request that the Organization show documentation such as catalogues, packaging, letterheads, etc.
- 23.8** The unjustified refusal by the Organization to show the items IIS CERT requests entails the power of IIS CERT to refuse the performance of the service subject to the contract.
- 23.9** The Organization can only use the marks during the period of validity of the certification.
Therefore, if the certification is subject to suspension, revocation, or would none the less cease their effectiveness for any reason, even temporarily, the Organization must immediately cease the use of the mark in any form.
- 23.10** If the successive recertification should occur after the end of the period of validity of the certificate, the mark cannot be used between the end of the period of validity of the certificate and the successful outcome of the successive recertification.
- 23.11** IIS CERT reserves the right to carry on audits it deems necessary in regards to the use, communication and distribution, even for advertising purposes, of the IIS CERT certificates issued in order to ascertain their proper use.
- 23.12** In the case of violation of any of the provisions contained in the previous points, IIS CERT will have the power to terminate the contract in accordance with art. 1456 c.c.

24 COMMUNICATION AND ADVERTISING BY THE ORGANIZATION

- 24.1** The provisions in § 23 above are also applicable in the relationship between IIS CERT and the Organization with reference to the communications and also advertising that the latter intend undertaking in regards to the certifications issued by IIS CERT.
- 24.2** In particular, in the above mentioned activities the Organizations must be careful to specify the type of certification issued by IIS CERT and any eventual limitations imposed by IIS CERT.

25 WAIVER, SUSPENSION, REVOCATION

- 25.1 IIS CERT undertakes to inform the Organization of eventual waiver/suspension/revocation of applicable accreditation, as well as to support the Organization in the transition to the other accredited Body.
- 25.2 Under no circumstances will IIS CERT be held responsible for eventual damages caused to the Organization by the waiver/suspension/revocation of the accreditation. In the cases mentioned above the Organization has the right to waive the certification without the need for prior warning and without additional charges.

26 PRIVACY

- 26.1 I Co-titolari del trattamento dei dati personali sono IIS CERT Srl e le altre entità giuridiche appartenential Gruppo IIS (segnatamente, Istituto Italiano della Saldatura – Ente Morale, IIS PROGRESS Srl e IIS SERVICE). Il trattamento dei predetti dati sarà effettuato da personale autorizzato e da società terze nominate Responsabili del trattamento, con strumenti cartacei ed elettronici e per i tempi e per le finalità dettagliatamente specificati nell' Informativa Privacy, costituente parte integrante dell'offerta scaricabile dal sitwww.iis.it/privacy, a cui si rimanda, così come per i diritti riconosciuti agli interessati, esercitabili scrivendo all'indirizzo mail dataprotection@iis.it.

27 COURT OF JURISDICTION AND APPLICABLE LAW

All controversies that should arise between IIS CERT and the Organization regarding the application, execution and/or interpretation of the present General Conditions, the Rules and/or single contract shall be referred exclusively to the Court of Genoa.

The applicable law is Italian Law , whose provisions shall be followed.

28 NOTIFICATIONS/APPEALS

- 28.1 The Organization has the right to present notifications/appeals in regards to decisions made by IIS CERT, indicating the reason for the dissent, within thirty days of the date in which it became aware of the decision.
Every notification/appeal must be addressed to the General Administration of IIS CERT which, in accordance with its internal instructions, will examine it within ninety days for receipt, with the possibility of hearing representatives of the Organization and taking care to come to a conclusion of that examination .
The appeal will be examined by persons other than those who undertook the audit or inspection and took the decision on certification.
- 28.2 Should the decision not be resolved by the General Administration of IIS CERT, the Director General will submit it to IIS CERT's Commission of Appeals which, after appropriate investigations and any comparisons with the report, will communicate the outcome of said exam within 90 days of receipt of the relevant file.
- 28.3 Any costs relating to the appeal will be borne by the organization, except in cases where the validity is established.

ANNEX A Rules specific to assessments

The following table shows the Rules document applicable to the specific activities of assessment undertaken by IIS CERT.

| | TASKS | APPLICABLE RULES | ACCREDITATION / NOTIFICATION |
|------|--|------------------|---|
| A.1 | Approval of Laboratories | CER_QAS 018 R | -- |
| A.2 | Approval of the Training Bodies | CER_QAS 018 R | -- |
| A.3 | Approval of the NDT Centers | CER_QAS 018 R | -- |
| A.4 | Recognition of the Training Centers | CER_QAS 018 R | -- |
| A.5 | Management System Certification (quality, environment, health and safety) | CER_QAS 019 R | -) ACCREDIA credit no. 021A -) ACCREDIA credit no. 033D -) ACCREDIA credit no. 029F |
| A.6 | Certification of welding and welding operators (steel and PE) . | CER_QAS 020 R | -) ACCREDIA credit no. 021C |
| A.7 | Certification of Non-destructive testing operators | CER_QAS 021 R | -) ACCREDIA credit no. 021C |
| A.8 | Qualification and certification of EFW/IIW professional personnel | CER_QAS 022 R | -) ACCREDIA credit no. 021C -) ANB approved by EWF and IIW |
| A.9 | Certification of the welding procedures | CER_QAS 023 R | -) ACCREDIA credit no. 021B |
| A.10 | Certification of the manufacturers of welding products according to ISO 3834 | CER_QAS 024 R | -) ACCREDIA credit no. 021B -) ANBCC approved by EWF and IIW |
| A.11 | Certification of the constructors of railway products according to EN15085 | CER_QAS 024 R | -) ACCREDIA credit no. 021B |
| A.12 | Certification of the constructors according to the EWF/IIW EMS and SMS schemes | CER_QAS 024 R | -) ANBCC approved by EWF |
| A.13 | Inspection activities | CER_QAS 025 R | -- |
| A.14 | Certification of conformity in accordance with European directives | CER_QAS 026 R | -) Notification no. 0475 |
| A.15 | Qualification of professional persons in the field of metallography | CER_QAS 060 R | -- |
| A.16 | Qualifications of professional persons in the field of mechanical tests | CER_QAS 061 R | -- |
| A.17 | Certification of Welding Inspectors | CER_QAS 067 R | -- |
| A.18 | Certification of professional persons in the sector of railway corrosion | CER_QAS 092 R | -- |
| A.19 | Certification of management systems expertise in the maintenance of railway rolling stock | CER_QAS 098 R | (activity conducted in quality of VIS) |
| A.20 | Assessment of the conformity of spare parts for railway rolling stock supplied by manufacturers other than the constructor of the vehicle. | CER_QAS 099 R | (activity conducted in quality of VIS) |
| A.21 | Certification of entities in charge of maintenance of freight wagons | CER_QAS 100 R | (activity conducted in quality of VIS) |