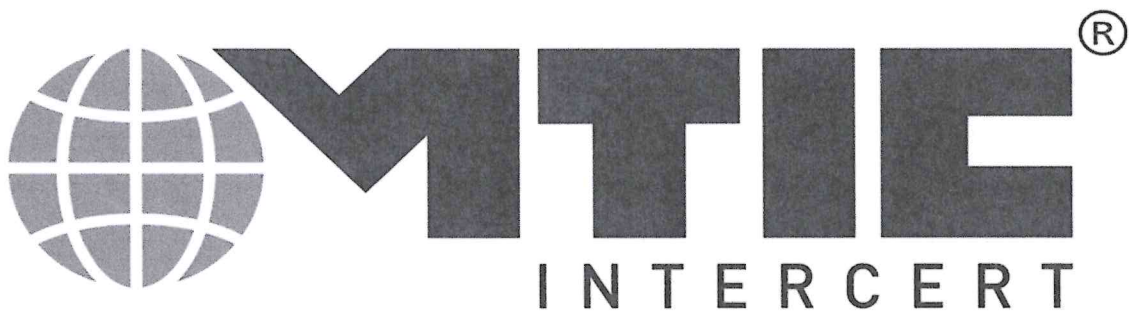




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		Simone Cordini	Feridoon Sergizzarea	Feridoon Sergizzarea	

[Handwritten signatures in blue ink over the bottom row of the table]

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1. Purpose

This document describes the **General Contract Conditions** defined by MTIC INTERCERT S.r.l. (hereinafter the **Organisation**).

2. Field of application

The **General Contract Conditions** shall be applied by the **Organisation** to all services offered to the **Customers** (hereinafter the **Customer**) in accordance with the provisions of the following paragraphs.

In particular, the **General Contract Conditions** shall apply to the services of:

- Certification of company Systems, products, services, processes, and skills of natural persons
- Inspection
- Laboratory and/or field testing and analysis
- Standard training

The **General Contract Conditions** shall apply in accordance with the legal system in which the **Organisation** operates for the service requested.

3. Publication

The latest applicable version of the **General Contract Conditions** shall be published on the **Organisation's** website. This document shall be valid as of **10 November 2025**.

4. Changes to the General Contract Conditions

The **Organisation** reserves the right to make changes to the **General Contract Conditions** cited in this document (**RG-GQ-01-01**). The changes shall be managed by issuing a new document under review following the previous one. In the new version of the document, the changes shall be shown by sidebars identifying the changes made to the text.

The new version of the document (**RG-GQ-01-01**) shall be published on the **Organisation's** website and shall replace the previous version.

Following publication, the **Organisation** applies the new version of the **General Contractual Conditions**, to all new offers signed by the **Customer** after the validity date of the new revision (ref. Paragraph 3) and on the occasion of all contractual renewals subsequent to that date.

In any case, the **Organization** send information to the **Customer** of the modification to the **General Contractual Conditions** that will be adopted starting from the validity date of the same also for contracts still valid (unilateral modification of the contract), without prejudice to the right of withdrawal by the **Customer** in compliance with the relevant legislation.

In the case of contracts that provide for tacit renewal, the **Organization** will send information on any changes to the **General Contractual Conditions** before the expiry date indicated on the contract. The new **General Contractual Conditions** will be applied after the date of renewal of the contract, without prejudice to the right of withdrawal by the customer.

It is the **Customer's** responsibility to verify the revision published on the **Organization's** website when renewing the contract.

5. Validity

The **General Contract Conditions** shall be deemed as applied and accepted by the **Customer** from the date of execution of the offer and/or the contract.

If the offer documents and/or the contract contain technical/financial conditions that differ from the **General Contract Conditions**, the conditions cited in the offer and/or the contract shall prevail.

6. Technical/financial offer

The **Organisation** shall offer its services to the **Customer** with an **offer document** or **contract** (regardless of the name given to the document) which shall be drafted based on the **Customer** request. The offer shall cite details of the technical activities offered and the economic amounts related to them.

Unless otherwise indicated in the offer documents and/or the contract, the **General Contract Conditions** contained in this document shall apply.

7. Order and Contract

The execution of the offer by the **Customer** shall constitute an order and contract for the services contained therein. By accepting the offer and/or the contract, the **Customer** declares that they accept these **General Contract Conditions** and any provisions of the technical regulations that may be cited therein, and that they shall comply therewith for the entire term of the contract.

The term of the contract shall depend on the type of service requested by the **Customer**, as described in paragraph 8.

8. Term of the contracts

Unless otherwise indicated, the contracts signed by the **Organisation** and the **Customer** may have different terms, depending on the type of service offered. The **Organisation** enters into contracts whose validity:

- shall end automatically upon the conclusion of the activities;
- shall be renewed upon the conclusion of the activities, with a new written agreement between the parties;
- shall be tacitly renewed on expiry, if the **Customer** does not notify withdrawal within the time limits and by the means envisaged by the applicable conditions, or the **Organisation** does not notify the termination of the contract within the time limits and by the means envisaged in the applicable conditions.

The following paragraphs contain details on the validity of the contract types that relate to the services offered by the **Organisation**.

8.1. Contracts for certification activities

The validity of the certification contract shall start on the date of execution of the offer and/or the contract by the **Customer** and shall end on the date of expiry of the certificate issued by the **Organisation**, unless the outcome of the assessment activity is negative. In case the **Organisation** refuses to issue the certification or following a relinquishment by the **Customer**, the contract's validity will end following one of the two events. Unless otherwise indicated in the offer documentation and/or the contract, no tacit renewal is envisaged for this contract type. The **Customer** must submit to the **Organisation** an application for renewal of the

certification in accordance with the means and times cited in the technical regulations of the individual certification service requested.

8.2. Contracts for inspection activities

The validity of the contract relating to inspection activities shall start on the date of execution of the offer and/or the contract by the **Customer** and shall end on the conclusion of the inspection activities, regardless of their outcome. The meaning of "Conclusion of inspection activities" shall be as per paragraph 9.

8.3. Contracts for periodic inspection activities

The validity of the contract relating to periodic inspection activities shall start on the date of execution of the offer and/or the contract by the **Customer** and shall end at the expiry of the period of time envisaged by the frequency thereof, regardless of the outcome obtained. Unless otherwise indicated in the offer document and/or the contract, contracts for periodic inspection activities envisage tacit renewal.

8.4. Contracts for laboratory tests and analyses

The validity of the contract relating to laboratory tests and analyses shall start on the date of execution of the offer and/or the contract by the **Customer**, and shall end at the conclusion of the laboratory test and/or analyses envisaged thereby, regardless of the outcome obtained. The meaning of "conclusion of laboratory tests and/or analyses" shall be as per paragraph 9.

8.5. Contracts for activities other than the above

The validity of the contract relating to activities other than those cited in the previous paragraphs shall start on the date of execution of the offer and/or the contract by the **Customer**, and shall end at the conclusion of the activities envisaged thereby.

9. Conclusion of the activities

Unless otherwise indicated in the offer document and/or the contract, the conclusion of the activities envisaged by the services requested by the **Customer** shall be understood to be as specified in the following paragraphs.

9.1. Certification Activities

"Conclusion of the activities" means one of the following:

- attainment of the certificate subject of the compliance assessment of the company's System or product or service or process or the skills of the natural person.
- unfavourable opinion by the **Organisation** regarding the issuance of the certificate due to the **Customer** being unable to prove the compliance of the subject of the assessment performed.
- relinquishment of the attainment of the certificate by the **Customer** (relinquishment of ongoing process)

If the **Customer** obtains the certificate subject of the compliance assessment requested, the conclusion of the activities shall be deemed to be the completion of the last surveillance activity, including unscheduled surveillance or surveillance without advance notice, envisaged by the contract.

9.2. Inspection activities

“Conclusion of the activities” shall mean the performance of all inspection activities subject of the offer and/or the contract signed by the **Customer**, including the issuance of the related inspection report by the **Organisation**, regardless of the positive or negative outcome of the inspection performed

9.3. Laboratory and/or field testing and analyses

“Conclusion of the activities” shall mean the performance of all testing activities subject of the offer and/or contract signed by the **Customer**, including the performance of tests to be carried out at the facilities of suppliers external to the **Organisation**, and issuance of the related technical statements or reports.

9.4. Standard training

“Conclusion of the activities” shall mean the performance of all training activities subject of the offer and/or contract signed by the **Customer**, even when spread over several training sessions, including any final exam, if envisaged.

9.5. Activities other than the above

“Conclusion of the activities” shall mean the performance of all activities subject of the offer and/or contract signed by the **Customer**, regardless of the times required thereby.

10. Financial conditions

The cost of the services offered by the **Organisation** shall be mentioned in the technical/financial offers presented to the **Customer**. The amounts applied shall be calculated based on assessments defined with respect to the values included in a price list. The **Organisation's** price list is approved by the Legal Representative and submitted to the committee for the protection of impartiality.

The amounts in the price list are subject to a discount policy decided by top management. The discount policy is documented.

The committee for the protection of impartiality guarantees that the **Organisation's** activities are always offered without discrimination to all potential customers.

The **Customer** may obtain information on the amounts applied by the **Organisation** by the means indicated on its website, relating to each service of interest for the **Customer**. The amounts pertaining the certification activities performed within the plan produced shall be available for consultation by the subjects applying for certification or the **Organisation's** customers at the latter's registered office, upon written request by their legal representative, who shall undertake, by declaration in lieu of a sworn affidavit, not to divulge them to third parties.

Unless otherwise indicated in the offers, travel costs are the responsibility of the **Customer** and are estimated at 20% of the total order.

10.1. Changes to the price list

The amounts referring to the cost items in the price list may change over time. The changes shall be approved by the **Organisation's** Legal Representative and submitted to the committee for the protection of impartiality. Upon approval, the new tariffs shall be applied by the **Organisation** to the formulation of new orders.

11. Payment conditions

Unless otherwise indicated in the offer document and/or the contract, the payment conditions applied by the **Organisation** envisage:

- payment of 50% of the contractual amount at the time of the offer
- payment of 50% of the contractual amount upon the conclusion of the activity, before delivery of the result presentation documentation to the **Customer**

11.1. Clarifications regarding Certification activities

The contractual amount on which the 50% is calculated shall be the sum of all items of the offer and/or the contract relating to the activities that contribute to the performance of the entire compliance assessment process, required for granting the first certification or the renewal thereof.

For subsequent surveillance activities, 100% of the amount must be paid upon planning thereof.

12. Payment methods

Unless otherwise indicated in the offer document and/or the contract, the payment methods applied by the **Organisation** envisage the issuance of invoices with direct remittance by bank transfer to the coordinates provided in the invoice.

If the conditions cited in the offer document and/or the contract so envisage, the **Organisation** shall accept the following payment methods:

- cash at the offices of the **Organisation** in accordance with the legal limits, with issuance of related receipt
- by POS at the offices of the **Organisation**.

13. Means of withdrawal from the contract

Unless otherwise indicated in the offer document and/or the contract, the contractual document does not envisage withdrawal before the conclusion of the activities cited therein.

In the case of contracts for repeated activities, whether or not they provide for tacit renewal, the **Customer** shall have the right to withdraw from the contract within and no later than three months before the contract's expiry date, without prejudice to the completion of all activities cited therein. The Withdrawal must be presented by certified e-mail or by registered letter with return receipt.

13.1. Withdrawal before the start of the activities

Should the **Customer** withdraw from the contract before the start of the activities described therein, the **Organisation** will charge them a minimum quota of 25% of the total amount of the order to which the whole amount relating the activities already performed must be added, including any expenses incurred for travel, and to cover commercial, operational, and administrative costs.

13.2. Effects of the withdrawal on the Certification activities

Following withdrawal from the certification activities, however, and for the rest of the certificate's validity, all contract provisions that are essential for the proper maintenance of compliance with the reference standard shall remain valid; in particular with regard to the **Organisation's** right to perform the activities planned, or, in any case, those that are deemed to be appropriate if it has reason to believe that said

compliance has no longer been achieved. The **Organisation**, therefore, will still be owed all fees agreed for the activities performed thereby until the date on which the withdrawal comes into effect.

Withdrawal from the contract entails the obligation of the **Customer** to remove all references to certification on advertising documents and technical documentation, and to return the original certificates.

14. Penalties

During the order confirmation phase for certification and testing activities, the **Organisation** requests the sending of supporting technical documentation and the sending of any samples to be tested. Within the order confirmation itself, a date will be indicated by which the requested documents and samples must be received.

If these deadlines are not respected, the **Organisation** may proceed with the denial of certification and the interruption of the testing activities. This will result in the application by the **Customer** of a penalty of 20% of the value of the order in recognition of the back office activities carried out.

15. Delay in Payments and Default Interest

In the event of any delay in the payment of amounts due beyond the deadline indicated in the relevant administrative document (such as a proforma invoice or fiscal invoice), the debtor shall be liable to pay default interest without the need for any formal notice of default, in accordance with **Articles 1282 and 1219 of the Italian Civil Code and Legislative Decree No. 231/2002** on combating late payment in commercial transactions.

Default interest shall accrue automatically from the day following the agreed payment due date until the date of full and effective settlement. The applicable interest rate shall be that established by the relevant legislation in force.

The creditor shall retain the right to seek **compensation for any additional damages** incurred as a result of delayed payment.

16. Impartiality

The **Organisation** offers access to its services equally to all entities, public or private, without any distinctions based on Company size, membership of any organisation or association, or the number of recognitions obtained. A sole exception is made for entities subject to legal restrictions, which do not allow them to access the **Organisation's** services.

The **Organisation** guarantees maximum fairness and transparency when performing the compliance assessment, inspection, testing and training activities, and shall ensure that its management and technical personnel are not subjected to undue internal or external pressure of a commercial, financial or other nature, that may have a negative effect on the work performed.

Personnel involved in the compliance assessment, inspection, testing and training activities shall not be involved in activities that may undermine trust in their independence, impartiality, and professional integrity, nor shall they perform any other activities that may undermine trust in their work.

Furthermore, the **Organisation** does not carry out and does not provide applicants with consultancy in relation to the activities for which it operates as a third party body, test laboratory, inspection body and training centre.

The **Organisation** is not directly or indirectly connected and/or involved with companies that carry out consultancy activities for which it operates as a third party body, test laboratory, inspection body and training centre.

The **Organisation**, its management team and the personnel who are responsible for carrying out tasks in the assessment process abstain from intervening directly in the design, manufacture or construction, marketing, installation, use or maintenance of the products subject to certification, nor do they represent parties engaged in such activities.

In order to prevent financial discrimination, the **Organisation** adopts price lists approved by the committee for the protection of impartiality and formalised and documented discount policies mentioning the financial conditions that are applied without distinction to all organisations that request the Organisation's services, regardless of their size, membership of institutional or private trade associations, etc.

By executing the contractual agreements, the **Organisation** shall not assume any obligations related to the positive outcome of the compliance assessment, inspection, testing and training activities.

The **Customer** acknowledges that a potential conflict of interest may result in the impossibility for the **Organisation** to provide its services. For this purpose, and for the Certification activities, the Customer shall be obliged to communicate to the **Organisation** the company name of the consultant and the name of the natural persons who directly perform the activity.

The **Customer** shall also be obliged to communicate to the **Organisation** any changes concerning such subjects.

The **Customer** acknowledges that a potential conflict of interest may arise even after the stipulation of the contract and until the time of its complete performance; in such case, MTIC shall have the right to withdraw from the contract with immediate effect. In such a case, MTIC will reserve the right to obtain the fee for the services provided until the time of withdrawal.

17. Confidentiality

The **Organisation** subscribes to the provisions of (It.) Legislative Decree of 30 June 2003, no. 196 and of Regulation (EU) 2016/679 (GDPR) with regard to the processing of data provided by the **Customer**. The privacy policy (RG-GQ-01-99) can be found on the **Organisation's** website. It shall be the responsibility of the **Customer** to return a countersigned copy thereof upon the execution of the contract (execution of the offer for acceptance), to grant consent to the processing by the **Organisation** of the data provided.

The **Organisation** shall keep confidential the data provided by the **Customer** through the submission of the documents envisaged to access the services requested and/or for the performance thereof, and shall extend this obligation to all involved internal and external personnel, also adopting appropriate measures for the control, management and retention of information conveyed by IT tools.

The confidential information must be made available to the personnel of accreditation bodies and to the notifying authority or the regulatory authority that has a legal right to such access. If such authorised personnel accesses the information, the **Organisation** will inform the **Customer** in writing.

If third parties request confidential information, the **Organisation** will seek the written approval of the **Customer**.

The **Organisation** is also aware of the obligation to guarantee the protection of the information and of all other materials, and documents that are the property of the **Customer**. "Intellectual/industrial property"

shall mean, for example, all ideas, concepts, knowledge, patents, designs, prototypes, industrial information, financial information, etc. Such protection does not include information that must be published by law.

The **Organisation** shall operate in compliance with the local laws on data protection based on the Country in which it operates.

17.1. Review by internal committees

The processes related to the services provided by the Organisation to the customers envisage, if required, that the activities performed shall be the subject of review by the Certification decision committee and the committee for the protection of impartiality. By signing the offer and/or the contract, the **Customer** accepts that all documentation and information provided to the organisation may be subject to such review by the **Organisation's** internal committees

17.2. Audits by entitled Authorities and Bodies

The activities performed by the **Organisation** shall be subject to periodic checks by the Accreditation Organisation, by the Authorities that grant the authorisations and/or Notification, etc. On such occasion, the information relating to the services provided to the customers may be the subject of review by the personnel of such Bodies and Authorities that has been tasked therewith. By signing the offer and/or the contract, the **Customer** accepts that all documentation and information provided to the organisation may be subject to such checks and reviews in compliance with the **Organisation's** duty of transparency to such Bodies and Authorities. By signing the offer and/or contract, the Customer also accepts access to the premises by the personnel of these bodies and authorities

17.3. Negative outcome of the activities performed by the Organisation

The performance of the **Organisation's** activities may lead to negative results compared to the **Customer's** expectations. These cases include compliance assessment with a negative outcome with respect to the applicable requirements (a refusal to issue the certification), the negative outcome of tests and analyses with respect to the applicable standard requirements, the discovery of the failure to comply with legislative or regulatory provisions concerning the subject of interest for the **Customer**. In such situations, where envisaged, the **Organisation** shall be obliged to inform the entitled Accreditation Body and competent Authorities. By signing the offer and/or the contract, the **Customer** accepts that all documentation and information provided to the organisation may be subject to communication of a negative outcome with regard to the **Organisation's** duties to such Bodies and Authorities.

18. Safety

The activities performed by the **Organisation** at the **Customer's** facilities and premises, or the facilities and premises of the **Customer's** suppliers, shall not introduce any additional risks compared to those envisaged by their RAD [Risk Assessment Document], as they are activities that consist in the audit, inspection and/or supervision of testing activities.

The **Organisation's** personnel that may access the facilities and premises of the **Customer**, or the facilities and premises of the **Customer's** suppliers, shall have an appropriate identification card with a photograph, containing the worker's information and mention of their employer. Furthermore, they shall be equipped with basic personal protection equipment, such as safety shoes, high-visibility jacket, and protection helmet to be used if necessary.

The **Customer** must provide additional personal protection equipment for the risks at the locations where access is required and provide the necessary information/training envisaged for the use thereof and concerning the presence of the related risks in compliance with their own RAD/DUVRI [single document on the assessment of risk from interference]. A copy of the Risk Assessment Document and the Single Interference Risk Assessment Document must be sent by the **Customer** to the **Organisation** before the performance of any activities requiring the presence of the personnel of the latter within the concerned locations of the former. If the activity must be carried out at a worksite

as per chapter IV of (It.) Legislative Decree of 9 April 2008, no 81, the **Customer** must send the Safety and Coordination Plan (SCP) to the **Organisation**.

19. Right to use external resources

In performing the activities subject of the contract, the **Organisation** may use its employees and external subjects who operate on its behalf, on the condition that they are duly qualified.

Such subjects must comply with all duties incumbent on the **Organisation**, including those related to independence and confidentiality.

20. Obligation to provide information on legal proceedings

The **Customer** undertakes to:

- Immediately notify the **Organisation** of all irregular situations found by the supervisory Authorities, as well as any suspension or revocation of authorisations, concessions, etc. with regard to aspects related to the subject of the certification.
- Immediately notify the **Organisation** of any ongoing legal proceedings or judgments which have become res judicata regarding the subject of the certification, which directly concern the **Customer** or any natural persons who represent them, without prejudice to the limits set by law.
- In case of certifications, whose subject are environmental requirements, immediately notify the **Organisation** of any environmental incidents with a long-term impact and/or which required the intervention of external bodies for their resolution and/or which entailed the notification to public authorities.
- Keep the **Organisation** informed on the progress of the aforementioned proceedings.
- With regard to the above, the **Organisation** may perform additional control visits and possibly adopt measures for the suspension/revocation of the certificate, depending on the severity and impact of the event found.

21. Limited liability and responsibilities

- Except in cases where its employees or associates are found to have behaved negligently, the **Organisation** shall not be liable for any loss or economic damage in any way caused during the performance of the assessment, certification activities or the activities pertaining to other services related thereto.
- In case of negligence attributable to its employees or associates in the provision of the services, the **Organisation** has stipulated a specific insurance policy for any loss or damage for which it may be held liable, with ceilings in compliance with the requirements of the regulatory frameworks in force
- The **Customer** declares that they have stipulated an insurance policy to cover the risks deriving from their activities, without any financial obligation of the **Organisation**.

22. Sunset clause

All complaints or claims for compensation vis-a-vis the **Organisation** must be put forward by the **Customer**, under penalty of forfeiture, within and no later than six months following the event that led to the claim or complaint.

23. Hold harmless clause

The **Customer** will compensate the **Organisation** for the costs, claims and legal cases deriving from the abuse of any certificate, licence or conformity marking issued by the **Organisation** in accordance with these **General Contract Conditions** and the contract stipulated.

24. Force majeure

The **Organisation** will be released from all liability for damage should it not be able to fulfil its obligations due to reasonably unforeseeable circumstances that would make it impossible for the **Organisation** to provide its services.

25. Waiver, suspension, withdrawal of the recognitions (where applicable)

If the **Organisation** should take the decision to renounce an accreditation, an authorization, or a notification relating to the assessment of conformity in a voluntary or regulated context, it undertakes to inform the Customer as soon as possible. If the renunciation is planned, it will inform the customers (manufacturers, agents, etc.) referring to these assessment activities at least one year in advance.

If an accreditation, an authorization, or a notification from the **Organisation**, relating to conformity assessment in a voluntary, regulated, or notified area, are suspended or revoked by the concessionary authority (Accreditation Body, Competent Authority, Ministries, etc.), the **Organisation** will inform customers (manufacturers, agents, etc.) referring to these assessment activities, where required by the regulatory and legislative documentation applicable to the activity scheme, in the shortest time possible and at the latest within ten days. The same applies in the case of certifications that may have been issued unduly, which will be suspended or revoked depending on the case, on the basis of the provisions of the Authorities responsible for the NBs (or by the Accreditation Body for schemes falling within the voluntary sphere) within the timescales from these provisions. In all these cases, the **Organisation** undertakes to support customers (manufacturers, agents, etc.) in the transition to another **Organisation** in possession of the same accreditation, authorization, or notification. In the specific case of conformity assessment activities pursuant to Regulation (EU) 2017/745 - Medical devices, all the information required by articles 46 and 58 of the MDR Regulation itself will be provided to customers (manufacturers, agents, etc.).

Except in cases of manifest willful misconduct or gross negligence, the **Organisation** cannot be held responsible in any way for any economic damage caused to customers (manufacturers, agents, etc.) by the suspension, waiver, limitation or revocation of an accreditation, an authorization or notification. In such cases, customers (manufacturers, agents, etc.) have the right to renounce the certification obtained by the **Organisation** (both voluntary and regulated and/or notified) without the need to provide any notice and without additional charges, or alternatively as indicated above, request to be supported in the transition to another **Organisation** in possession of the same accreditation, authorization, or notification.

26. Complaints and appeals

If a direct or indirect **Customer** of the **Organisation** believes that they must lodge a complaint with regard to a service provided or a process, a service, a product, a person or a system certified by the **Organisation**, or bring an action in relation to a decision taken thereby, they may sent their reasons to the **Organisation** in writing; such reasons will be managed by the means described in procedure **PR-GQ-06-02** published on the website of the latter.

27. Jurisdiction

The contracting party must accept that the courts of Milan shall have exclusive jurisdiction for any disputes.

28. Administrative liability of legal persons

The **Customer** declares that they are aware of the regulatory framework in force on the administrative liability of legal persons and, specifically, of the provisions of (It.) Legislative Decree of 8 June 2001, no. 231. The **Customer** guarantees that, in its relations with the **Organisation**, they shall refrain from any conduct that may expose the latter to the risk of legal proceedings for offences to which the sanctions envisaged by (It.) Legislative Decree no. 231/2001 may apply, and recognises, in default, the **Organisation's** right to unilaterally withdraw from the contract, even during its performance, or, at its discretion, to terminate the contract, which rights may be exercised by registered letter containing a summary of the facts or legal proceedings that prove the non-compliance.

The **Customer** also undertakes to:

- not to pay any commission, percentage or other benefits to the **Organisation's** employees and associates;
- not to entertain any business relations with employees or associates of the **Organisation**, such that may constitute a conflict of interest with their role in the **Organisation**.