XCERT.REG.00 rev.11
Certification Rules - ATEX Directive 2014/34/EU

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REVISION HISTORY

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01	14/11/2017	Changes following ACCREDIA findings of 28.10.17	Various
02	14/12/2017	Changes following ACCREDIA findings of 13.12.17	Various
03	20/12/2017	Changes due to the elimination of the voluntary scheme; inclusion of missing activities, improvements	§4.2, §5, §6.1, §6.3, §6.4, §6.10, §9.2, §9.3, §11.1, §12, §13.2
04	16/01/2018	Changes following ACCREDIA communication of 15.01.18	§6.1, §12, §14,

Revision	Date	Reason for issue	Modified paragraphs
05	23/01/2018	Changes following formal comment by the CSI	§6.1
06	03/09/2018	Modification for PED accreditation	Various
07	31/01/2019	Modification for taking charge of points emerged from the ACCREDIA Verification and improvement of paragraphs for general clarity	Various
08	18/12/2020	Change due to location change	Various
09	29/01/2021	Edit by inserting signature field	§19
10	11/29/2021	Modification for taking charge of ACCREDIA findings	Various
11	12/21/2021	Modification for taking charge of ACCREDIA RG-01 and RG-01-03 update	Various

1 PURPOSE

The purpose of this document is to define and describe the procedures applied by Xefracert srl. (hereinafter, XefraCert) for product certification in reference to the ATEX Directive 2014/34/EU.

Product certification is mainly applicable to mass-produced products and involves the issue of a certificate of conformity and a license to use a trademark to be affixed to each individual product.

In particular, this document applies, as part of the product certification process in accordance with the ATEX Directive 2014/34 / EU to:

- Product certification process;
- issue and surveillance of certification;
- use of the certificate of conformity (certificate of certification);
- complaints, appeals, suspensions, revocation and renunciation.

By means of these Contractual Conditions, XefraCert undertakes to carry out a conformity assessment of the product with respect to the reference standards and, if so, to issue the relative certificate of conformity (certification certificate).

XefraCert neither intends nor can assume any obligation regarding the positive outcome of the conformity verification, nor regarding the issue of the certificate.

The CE certification of a product intended for use:

- in areas with potentially explosive atmospheres is defined by the ATEX Directive 2014/34 / EU,

and the criteria established therein constitute a fundamental reference to which XefraCert strictly adheres.

The Directive also establishes the rules according to which the certification must be issued, maintained, suspended, revoked, as well as the rules to follow when there are important changes relating to the product or the manufacturer.

2 FIELD OF APPLICATION

This regulation applies to the product certification activities specified below:

CE MARKING

PRODUCT	REFERENCE DIRECTIVE	IMPLEMENTING DECREE	SCOPE OF AUTHORIZATION	DIRECTIVE ACRONYM
Equipment and protective systems intended for use in potentially explosive atmospheres	2014/34 / EU	DLGS 19 May 2016, n. 85	DLGS 19 May 2016, n. 85 Annex III (FORM B: EU-TYPE EXAMINATION); Annex IV (FORM D: CONFORMITY TO TYPE BASED ON QUALITY ASSURANCE OF THE PRODUCTION PROCESS); Annex V (FORM F: CONFORMITY TO TYPE	ATEX

PRODUCT	REFERENCE DIRECTIVE	IMPLEMENTING DECREE	SCOPE OF AUTHORIZATION	DIRECTIVE ACRONYM
			BASED ON PRODUCT VERIFICATION); Annex VI (FORM C1: CONFORMITY TO TYPE BASED ON INTERNAL PRODUCTION CONTROL COMBINED WITH PRODUCT TESTS UNDER OFFICIAL CONTROL); Annex VII (FORM E: CONFORMITY TO TYPE BASED ON PRODUCT QUALITY ASSURANCE); Annex VIII (MODULE A: INTERNAL PRODUCTION CONTROL); Annex IX (FORM G: CONFORMITY BASED ON VERIFICATION OF THE UNIT).	

3 REFERENCES

The reference standards and / or schemes are to be considered applicable in the version of the latest published edition, without prejudice to any transition period defined.

The reference regulatory or legal documents for the certification of individual products are shown in the certification schemes.

[REF.1] UNI CEI EN ISO / IEC 17065: 2012

"Conformity assessment. Requirements for bodies that certify products, processes and services "

[REF.2] UNI CEI EN ISO / IEC 17025: 2018
"General requirements for the competence of testing and calibration laboratories";

[REF.3] UNI CEI EN ISO / IEC 17020: 2012
"General criteria for the functioning of the various types of bodies that carry out inspection activities";

[REF.4] UNI CEI EN ISO / IEC 17021-1: 2015
"Conformity assessment - Requirements for bodies providing audit and certification of management systems - Part 1: Requirements

[REF.5] UNI EN ISO 19011: 2012
"Guidelines for auditing quality management systems and / or environmental management";

[REF.6] ISO / IEC 17067: 2013
Conformity assessment - Fundamentals of product certification and guidelines for product certification schemes;

[REF.7] UNI CEI EN ISO / IEC 17000: 2020 Conformity assessment. Vocabulary and general principles

[REF.8] ACCREDIA RG-01 regulation rev.05
Regulations for the accreditation of Certification and Inspection Bodies - General Part

[REF.9] ACCREDIA regulation RG-01-03 rev.02
Regulations for the accreditation of Product Certification Bodies

[REF.8] XCERT.MDQ Manual of the quality management system of XEFRACERT SRL

[REF 9] PM

[REF.10] IAF MD 5: 2019 IAF
Mandatory Document for Duration of QMS and EMS Audits Issue 2

[REF.11] EA-2/17 M: 2020
EA Document on Accreditation for Notification Purposes

Please refer to the scheme of the field of application (chapter 2.) for what concerns the list of Italian laws and of the directives or harmonized standards of reference necessary for carrying out the certification / inspection / test activities

4 GENERAL APPLICATION CRITERIA OF THE SCHEMES

Certification policies and procedures are non-discriminatory towards anyone and are managed impartially; access to certification services is granted to anyone as long as they meet the required requirements.

Undue (financial or other) conditions are put in place against anyone.

Similarly, the criteria by which the certification activity is carried out in relation to a customer are not vitiated by any form of discrimination or favoritism; in particular, the size of the Applicant or membership in particular associations or groups does not constitute a discriminatory condition.

The certification criteria of the products strictly follow what is indicated by the directives, regulations and specific technical standards.

XefraCert does not carry out consultancy activities to support the Applicant for Product certification subject to conformity assessment.

In particular, we remind you that XefraCert does not carry out consultancy activities within the scope of the directives for which it is authorized, except for the normal information and guidance activities to the companies requesting certification.

The certification exclusively concerns the compliance of the management systems or products with the reference criteria and does not concern the compliance with all the regulations in force connected with such systems or products, which remains the sole responsibility of the Applicant.

In order for the certification process to be activated, the following conditions are necessary:

- acceptance of the procedural and contractual conditions contained in this document and in the Certification Application;
- identification and control of the mandatory requirements for laws and / or regulations relating to the products and / or services subject to certification.

The granting of the certification and the maintenance of its registration are subject, in addition to the final evaluation and surveillance results, to compliance with this document and the payment of the expected tariff amounts.

The Applicant must provide the necessary support for conducting the assessments, including:

- the provision to the XefraCert personnel in charge of the inspection visits (and any accompanying observers) of all the documentation relating to the product subject to certification, as well as the reference documentation for the required QMS elements and the relative registrations
- allow free access, in safe conditions, to all its areas / offices / sectors where activities relevant to the product subject to certification are carried out
- allow the interview of the staff involved in the aforementioned activities.

The Applicant must report to XefraCert the existence of areas to which access is not allowed, providing the reasons; however, access to areas involved in the manufacturing activities of the product cannot be denied. If requested, XefraCert will provide any further information and clarification on the content of this document and on any other aspect relating to its business.

4.1 CONFIDENTIALITY

All documents (letters, communications, etc. ...) relating to the certification activities of the applicant's product are considered confidential and are managed in accordance with the laws in force regarding the protection of data privacy.

Access and consultation to the registration documents are reserved only to the functions involved in the certification process and to the Applicant in question as also indicated in the Quality Manual.

All the personnel involved in the certification activities sign confidentiality commitments which are an integral part of the contractual relationship.

Confidentiality commitments explicitly provide that any information acquired in the course of carrying out the certification activities will not be disclosed to parties other than the one involved in the activities unless authorized in writing. If such information is requested by Public Authorities, where permitted by law, the interested party will be notified.

In the event that information relating to the customer must be disclosed due to legal obligations, XefraCert will send written notification to the customer in advance.

5 PM

6 CERTIFICATION SCHEME ACCORDING TO COMMUNITY DIRECTIVES

The process relating to the mandatory certification scheme relating to the ATEX Directive 2014/34 / EU is reported below. In the case process is specific for certain Directives, it is specified in the text.

The certification activity determined by the directive can consist of:

- approval of the company quality system in relation to specific requests;
- product type examination;
- examination of a single product;
- sample control of products;
- specific certification modules indicated in the single directive.

Verification and testing activities are also carried out with reference to specific mandatory standards.

6.1 OFFER AND REQUEST FOR CERTIFICATION

Each Directive specifies the certification procedure, the necessary technical documentation and the scope of application, as well as the obligations of economic operators (manufacturers, authorized representatives, importers, distributors). If a change occurs in the certification process, XefraCert will inform the customer who requests it. The same will happen for the necessary documentation.

Beyond the specific requirements and procedures relating to the directive, it is in any case required that the provisions of this regulation be respected.

The request for certification offer by the applicant is sent to Xefracert by completing a specific "Infosheet" duly signed by a legal representative of the applicant and containing the following information:

- denomination, company name, address, legal status;
- type of products to be checked and, if relevant, information regarding the quality system and the activities it covers;
- assessment procedure foreseen by the reference document and chosen by the applicant including any harmonized standards or technical specifications that the applicant intends to use for conformity assessment;
- commitment on the part of the applicant to comply with the requirements defined by XefraCert and to make available all the documentation, product or product samples necessary and information for carrying out the certification activities.

Upon receipt of the certification offer request, XefraCert performs a review of the request regarding its feasibility and may possibly request additional information in addition to that provided in the "Infosheet" form.

Following the positive outcome of the feasibility analysis, Xefracert will issue the relative technical-economic offer on the basis of the Organism's Tariff.

The acceptance of the offer by the applicant thus represents the commitment described above. to comply with the requirements of Xefracert and to make available all the documentation, the product / component or product samples, where applicable, necessary and the information for carrying out the verification and evaluation activities as well as to accept this regulation which is an integral part of the contract and published on the website of the Body. The Certification request shall be then officialized by the applicant through the filling of the “Certification Request Form” to be signed by the Legal Representative of the Applicant.

Following the successful review of the customer's order, Xefracert transmits acceptance of the same by e-mail.

6.2 ACTIVITY PLANNING

The activities are planned in accordance with the provisions of the specific procedures and the times and dates of execution of the activities are communicated to the applicant as well as the inspectors.

In the event that an assessment of the quality system is carried out, an expert in the sector to which the product to be certified belongs is always present in the verification team.

The composition of the Audit Group is considered accepted if justified and written reasons for a possible objection are not received within 3 working days from the sending of the Plan of activities.

6.3 SYSTEM CHECKS

During the system visits, the conformity of the manufacturer's quality management system with the requirements established by the ATEX Directive and the reference standards is assessed. To this end, it may be required to verify the competence of certain professional figures (eg designers, testers, contact persons for the body, ...) and the execution of some specific activities. These requests are formulated well in advance to the company, in order to be able to provide for them.

Upon specific request of the Applicant, there is the possibility of carrying out a Pre-Audit. One and only one Pre-Audit can be performed per applicant or purpose of the certificate, regardless of whether the applicant himself has submitted an application for certification or not.

However, if the manufacturing of the product is distributed over several sites (also owned by third parties), the Pre-Audit can be carried out for each production site.

In order to start the activity, an order from the applicant is necessary. The Pre-Audit can only be carried out before the possible start of the certification process and does not affect the results. The purpose of the Pre-Audit is to allow the Applicant to understand their level of preparation to support any certification visit, identifying any gaps to be filled to complete this preparation, without providing specific indications or solutions.

When a certification is required which also includes the approval of the company quality system, the following criteria are followed. In the Directive which is the subject of this regulation, instead of a "quality system" of "quality assurance of the production process" or "product quality assurance", the verification criteria remain the same. The evaluation of the system takes place according to the provisions of the ISO / IEC 17021 standard with a Phase 1 audit in which a first documentary examination and a Phase 2 audit are carried out in the field.

- during the documentary audit, an examination of the documentation (manual, procedures, technical files, etc.) is carried out and an initial information inspection of the company if deemed necessary (preliminary certification visit to support the document audit). At the end, the anomalies found are highlighted (in relation to the reference standard), which must be resolved before carrying out the initial inspection. These elements are described in the documentation evaluation report and, if carried out, in the preliminary certification visit report;
- the initial inspection, or on-site audit, is carried out within 3 months of the documentary analysis (unless an exception is granted by the management of XefraCert) in order to verify the company's ability to implement all that is required by the reference standard and by quality system procedures; it must make available documentation, information and records and collaborate with the audit team.

  The company must demonstrate that it has applied the quality system for at least three months, even if some aspects of it, for reasons external to the company, present little

evidence; for these aspects, however, the ability to operate in accordance with the provisions of the reference standard and internal procedures must be clearly demonstrated.

At the end of the visit, the inspector in charge displays the outcome of the check and the anomalies found; the company must resolve the anomalies classified as NC non-conformities within 90 days to obtain certification (unless the inspection team indicates shorter durations), the Observations and comments must instead be answered within the next visit;

- to verify the resolution of non-conformities (NC), the following two methods can be implemented according to the severity of the non-conformity. If the non-compliance is such that a resolution check is required from the applicant then an additional visit is required. Otherwise, the non-compliance is resolved by documentary means (the applicant formally submits the resolution to the body);
- upon successful completion of the checks, the assessment team formulates the certification proposal and sends it to the Directive Manager, who, having analyzed the documentation, prepares the final certificate and submits it to the Technical Committee for approval. The Technical Committee analyzes the technical and administrative documentation and if it has no observations it numbers the certificate and submits it for signature to the Head of the Body for the resolution.
- On the occasion of the meeting of the Safeguarding Impartiality Committee, the Technical Committee submits to the Safeguarding Impartiality Committee the required deliberate practices (all or by sample, depending on the request of the CSI) to verify compliance with the principles of impartiality and independence of the body;
- the quality system is checked annually in order to verify the effectiveness of the corrective actions adopted to resolve the anomalies highlighted and to ascertain the constant application of the system itself. During these visits, the system is partially checked, but within three years

it must be ensured that the system is fully examined. The outcome of these checks is managed as for the initial check, except for the fact that the non-conformities must be resolved within 60 days and not 90 (as instead provided for the NC resolution following an initial visit);

XefraCert reserves the right, provided that it is expressly provided for by the reference standard or for other reasons (complaints, information from the market, etc ...), to carry out unscheduled visits.

The company can request modifications or extensions of the validity field of the certificate; this request must be sent in writing to XefraCert, which establishes the necessary operating procedures, also in relation to the specific requirements of the reference standard. In particular, the needs for any additional checks are defined. In the event of a positive outcome of the verification activities, the approval certificate is suitably modified or integrated.

The anomalies are classified as follows:

- **Non Conformity - NC**: absence of elements or lack of implementation and maintenance of one or more requirements of the Product or the total lack of their application. Specifically, the Non-conformities:

  - Affect the effectiveness of the quality management system, due to the failure to apply one or more elements of the system envisaged;

  - reveal the absence or incorrect implementation of one or more essential requirements of the ATEX Directive, involving a risk for the quality assurance of the supplied product;

  - They are due to violations of these Regulations such as to require the possible suspension or withdrawal of the certificate.

  - Non-compliance with the legal requirements and, in the case of surveillance visits, the observations found in the previous inspection are persistent and not subject to correction.

- The verification of the closure of the NC must be carried out by XefraCert before issuing the certificate. In case of surveillance or re-certification, the closure of the NC must be verified by XefraCert (generally) within 90 days or, if deemed necessary by the Audit Team, within a shorter period (not less than 30 days). If the NC has not been corrected by that date, the certification will be suspended.
- **Observation - OSS:** formal findings, minor deficiencies that do not affect the Applicant / Manufacturer's ability to guarantee the conformity of the Product with the requirements of the certification scheme. The closure of the OSS is verified at the next visit.
- **Comment - COMM:** recommendation to pay attention to certain topics aimed at improving the Management System and / or the operating procedures of the manufacturer. The formalization of corrective actions to XefraCert is not required, however, in the event of failure to take charge, the formalization of the motivation is required. On the occasion of the next visit, the acceptance of the comment is verified.

6.4 TYPE EXAMINATION - FORM B - ANNEX III

Where the certification process includes a type examination, the activity consists of two phases:

- examination of the technical documentation
- verification of one or more samples of the product.

The documentation is sent by the Customer to the XefraCert headquarters which is assigned the task of following the certification and must be complete with reports, test reports, component certificates, diagrams, drawings, calculations and what is required by the reference standard. In particular, the Customer must define the construction variants envisaged for the type of product. The XefraCert verifier examines the documentation and specifies in writing the deficient or incorrect or doubtful aspects; the Customer must provide an adequate response to the remarks made. The finding issued by the XefraCert verifier is classified

as NC Non-Conformity or as failure to satisfy the essential requirements of the Directive and taking charge of the correction is mandatory for the conclusion of the certification process.

At the end of this phase, the verifier examines one or more specimens at his premises, if the product is transportable, or at an office indicated by the Customer: in particular, he verifies the conformity of the type with the characteristics specified in the approved documentation and carries out the tests necessary to ensure compliance with the specified requirements.

If XefraCert deems that the findings of the documentary analysis are impediments to the verification of the product sample, this verification will be carried out after the closure of the findings of the documentary analysis.

The tests can be carried out directly by the verifier or by laboratories affiliated with and qualified by XefraCert. In some situations, test reports issued by laboratories chosen by the Customer are accepted as long as these tests are accredited by the laboratory or provided that these laboratories have been qualified by Xefracert.

If the results of the examination are not positive, the reasons are reported to the Customer so that he can resolve the anomalies within 90 days of the report. At the request of the same Customer, the examination is repeated, for all the aspects that the verifier intends to double-check.

If the result is positive, a type approval certificate is issued; if the outcome is negative, the Customer is informed of the anomalies found. Once the non-conformities have been resolved, the exam is closed.

It should be noted that in the case of anomalies on the product, they are impediments to the continuation of the certification practice and for this reason they are all classified as Non-conformities and must be resolved by the customer within 90 days of receipt of the same.

6.5 EXAMINATION OF A SINGLE PRODUCT - FORM G - ANNEX IX

In the event that a non-series product is to be certified, the same criteria adopted for the type examination are followed; however, the examination is limited to a product that does not have type variants.

If the outcome is positive, a certificate of approval for a single product is issued; if the outcome is negative, the Customer is informed of the anomalies found; once the non-conformities have been resolved, the examination is closed.

As for MODULE B, the anomalies on the product are impediments for the continuation of the certification practice and for this reason they are all classified as Non-conformities and must be resolved by the customer within 90 days of receipt of the same.

The manufacturer shall storage the certificates for a period of 10 years from the date the product is placed into the market and they shall be made available to the authorities on request.

6.6PM

6.7 SAMPLE CHECKS

When the certification regulation provides for the sample control of mass-produced products whose type has been previously approved, XefraCert, following the criteria established on the basis of the reference standard, carries out controls, at the company or directly from the market, aimed at check that the product conforms to the approved type. For this purpose, the verifier identifies or takes some product samples and performs all the checks and tests deemed necessary on them. The tests are carried out according to the criteria defined above.

These checks are carried out in the initial phase, to allow the certification of a product in series, and over time (periodically and / or randomly) to guarantee the maintenance of production standards.

In the event of a positive outcome, a sample control certificate is issued, otherwise the anomalies found are communicated to the Customer and the actions to be taken in relation to any products already

marketed are also defined (information to customers, withdrawal, modification, etc ...). The Customer, after having resolved the anomalies, must request a control check.

6.8 DEPOSIT OF THE TECHNICAL FILE - Article 13 (1) (b) (ii)

The ATEX Directive provides for particular modules based on defined types of product, which can provide for the simple filing of documentation.

In these cases, the applicant must send XefraCert a duly signed application for each receipt he intends to obtain together with a declaration of acceptance of these regulations.

XefraCert carries out the necessary and foreseen verification / inspection activity and if the outcome is positive it releases what is indicated in the certification form; otherwise the anomalies are reported, resolved which closes the process. The application must clearly indicate the identification of the products to which the dossier refers, to allow their registration and availability in the archive.

The technical file must preferably be inserted in an A4 format binder, it must be sealed and initialed by the manufacturer, it must bear a copy of the CE plate on the title page from which the product marking can be deduced.

Upon receipt of the file, to be sent by registered mail to the Tortona or Genoa offices, it records it, files it and issues the receipt.

Xefracert does not make any checks on the completeness and correctness of the documents that make up the technical file.

Before the ten years have elapsed, Xefracert asks the applicant to confirm his interest in keeping the file on deposit

6.9 MANAGEMENT OF CHANGES - EU-TYPE EXAMINATION

Xefracert has the task of following the evolution of generally recognized technological progress and assesses whether the approved type or project no longer complies with the requirements applicable to the Directive. In the event that Xefracert considers that such progress requires further investigation, it shall inform the manufacturer accordingly.

The manufacturer is obliged to inform Xefracert, holder of the technical documentation relating to the EU-type examination certificate, of all modifications to the approved type that may affect the conformity of the product with the essential health and safety requirements or the conditions of validity. of that certificate. These changes entail a new approval in the form of a supplement to the EU-type examination certificate.

In the event that Xefracert assesses that the impact on the essential health and safety requirements is significant, it informs the manufacturer of the non-compliance with the requirements and requires the management of the change with appropriate corrective actions within 7 days of the communication. If the manufacturer does not intervene within the established time frame with corrective actions deemed correct and complete by the body, the certificate is withdrawn and promptly notified to the notifying authority.

6.10 MANAGEMENT OF CHANGES - SYSTEM

As regards the modules that involve the assessment of the quality management system, the certifications issued refer to the system being audited, assessed during the initial visit and monitored in subsequent checks. In case, subsequentlyupon approval, the manufacturer intends to make changes to his system, he is obliged, before implementing them, to communicate these changes to Xefracert for their evaluation and approval.

7 TECHNICAL COMMITTEE AND COMMITTEE FOR THE PROTECTION OF IMPARTIALITY

The certification activities are subjected to the control and verification of the Technical Committee, which has the function of submitting the certification resolution to the Head of the Body.

On the occasion of the annual meeting of the Safeguarding Impartiality Committee, the deliberated practices are subject to checks, all or on a sample basis depending on the number and decision of the Impartiality Safeguard Committee, in order to ensure and guarantee impartiality and independence. by XefraCert.

All the parties most interested in certification activities participate in the Committee for the Safeguarding of Impartiality, in a balanced way, without the predominance of specific interests.

In particular, the Impartiality Safeguard Committee, without entering into technical merit, evaluates the correctness, impartiality and independence of XefraCert's work relating to new Certifications, re-certifications, surveillance, extensions, reductions, suspensions, revocations.

8 AMENDMENTS TO THE RULES AND / OR CONDITIONS FOR ISSUING CERTIFICATIONS

In the event of changes to the certification rules / schemes / standards in force relating to the products or to the general certification rules (for example by ACCREDIA) or this document, XefraCert will promptly notify Applicants in possession of certification and those with an accepted Certification application.

Applicants will be invited in writing to adapt to the new requirements, within a period established based on the type and motivation of the changes made and their origin; in particular, in the event of a variation in product standards, the following factors are taken into consideration, where applicable:

- urgency to comply with the revised requirements of health, safety and environmental regulations;

- the times and costs required for the modification of products and related equipment for the manufacture of the products (or provision of the service) in accordance with the new requirements;
- the extent of existing products and the possibility of modifying them to make them conform to the new requirements;
- the need to avoid inadvertently favoring a specific organization or product of particular concession on a commercial level;
- the operational problems of the certification body itself.

The communication is sent by a means that ensures its receipt.

The Applicant has the right to adapt to the new requirements within the indicated term or to renounce the certification.

In case of non-acceptance of the variations, the Applicant can renounce the Certification provided that he communicates it according to the procedures indicated in the paragraph 'WAIVER' of this document.

In case of acceptance of the changes, XefraCert reserves the right to verify the implementation of the necessary adjustments to the new provisions.

In particular, if the new prescriptions concern the product, XefraCert verifies the conformity of the Applicant's certified product with the new regulatory requirements. The positive outcome of this verification will give rise to the issue of a new certification certificate and a new user license.

The Applicant must report the new certificate number on the conformity mark affixed to the product and, under it, with the same font and size, a wording indicating the updated edition of the norm / scheme / standard applied.

The costs for any additional visits are borne by the certified Applicant

9 USE OF THE TRADEMARK AND THE CERTIFICATE OF CONFORMITY

With regard to the use of the XefraCert trademark, upon reaching the certification, the detailed information and logos files that can be used are sent to the Applicant via email, with delivery receipt. The ACCREDIA Regulation is also included in this e-mail regarding the management of the ACCREDIA logo should the Applicant wish to use it.

9.1 MARKING

9.1.1 CE marking

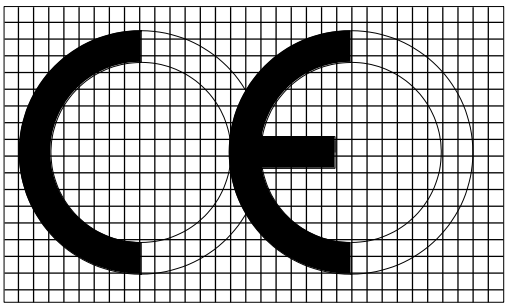
In the case of CE certification, the rules for using the marking are clearly defined by the reference directives, rules which the Customer is required to comply with (specifically, the CE marking must not be associated and / or confused with other types of product marks or of Quality System). Similarly, he must comply with the criteria established therein for the declaration of conformity.

Conformity attestation documents, within the scope of accreditation, must bear the ACCREDIA mark.

The use of the ACCREDIA trademark must comply with the provisions of the RG09 regulation at the latest revision available on the website www.accredia.it.

The CE marking must be affixed to all products except components.

The methods of affixing the marking are regulated by the Directives themselves



CE mark: product certified in accordance with EU directives, on the identification plate and on the product documentation. Shape and dimensions are defined by Regulation 765/2008 Annex II.

CE Mark: Product certified according to EU directive shall have this mark on the identification plate and product's documents. Shape and size are defined in the Regulation 765/2008 Annex II.

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CE mark followed by the notification number of XefraCert 2772 (to be replaced by the XXXX string once the certification process has been completed): certified product in accordance with EU directives which provide for surveillance or for the single product, on the identification plate and on the documentation of the product itself.

CE Mark followed by XefraCert notifying identification number 2772 (to replace with the string XXXX once the certification path has been completed): Product certified according to EU directive where surveillance is involved or for unit certification shall have this mark on the identification plate and product's documents .

The main rules for affixing the CE marking are summarized below. Specific indications are given in the Guide to the implementation of directives based on the new approach and the global approach and in the specific directive.

The "CE" marking must have a height of not less than 5 mm. If it is reduced or enlarged, the proportions of the graphic symbol shown above must be respected.

The "CE" marking must be affixed to the product or its identification plate. If the characteristics of the product do not allow it, the "CE" marking must be affixed to any packaging and accompanying documents.

If the product is governed by several directives concerning different aspects, which also provide for the "CE" marking, the latter indicates that the product also complies with these other directives.

However, when one or more of these directives allow the manufacturer, during a transitional period, to choose which provisions to apply, the "CE" marking only indicates compliance with the directives applied by the manufacturer. In this case, the provisions of the applied directives, as published in the Official Journal of the European Union, must be indicated in the documents, warnings or instructions prescribed by the directives and accompanying the product.

9.2 USE OF THE COMPULSORY PRODUCT CERTIFICATE and USE OF THE ACCREDIA AND XEFRACERT TRADEMARKS

The certificates and certificates of conformity issued by XefraCert can be used to demonstrate the certification activity by XefraCert itself. They must be used in full and in the correct way, indicating the standards with which the products comply and avoiding that the information provided can mislead the conformity of the product. Likewise, test reports or parts of them relating to certification must not be used outside their scope.

It is absolutely forbidden to apply the marking or the certificate of conformity to a product whose requirements do not allow such application.

It is forbidden to mark and issue declarations of conformity of products subject to suspension or withdrawal of certification, as well as to use the relative certificates or certificates of conformity for any purpose.

It is also forbidden to use the logo of the XefraCert organization both on the product and on other material (for example via the internet, for advertising, ...). If the applicant needs to use the logo, he must contact the management of XefraCert.

Similarly, it is forbidden to use the initials of Xefracert srl "XefraCert" unless expressly authorized by the management of XefraCert.

The use of the ACCREDIA mark by the manufacturer is not permitted, either on the product or on other technical or commercial material.

The Body has the right to check the correct use of its trademark and the ACCREDIA trademark and to report anomalies, classifying them, if deemed appropriate, as Non-Conformities.

The media must be correctly provided with information relating to the scope of the certification of the advertised product.

9.3 PM

9.4 VALIDITY LIMITS OF THE CERTIFICATION

The product certification is valid only for the product models mentioned in the Certificate and is issued to the Applicant or to the site mentioned in the certificate.

The issue and maintenance of product certification have the sole purpose of verifying its compliance with the reference standard. Their effects are limited to the relationships between XefraCert and the Applicant and do not constitute proof of guarantee by XefraCert of compliance with legal obligations and mandatory product requirements imposed on the Applicant.

Product Certification therefore does not relieve the Applicant from its responsibilities and legal obligations deriving from the products, processes and services provided and from those towards its customers, employees and third parties, for which the Applicant is and remains solely responsible. In particular, it is agreed that no responsibility can derive from XefraCert for product defects, processes provided by the Applicant to third parties, in the cases contemplated by the legislation on liability for defective product damage.

Changes on a production, technological, procedural or organizational level that may affect the product, or changes in the name or ownership of the Applicant allow the certification to be maintained as long as XefraCert:

- be promptly informed in writing;
- has verified that the changes do not alter the conformity of the certified product and of the necessary quality system elements. Depending on the type of changes, this verification can take place by means of documents on the occasion of the planned surveillance visits or by means of additional site visits, where costs are borne by the Applicant.

10 COMMITMENTS OF THE APPLICANT

The Applicant in possession of Product Certification must undertake to guarantee:

- that the applicant maintains the characteristics of the certified products compliant with the requirements of the specific certification scheme;
- that no changes are made to the certified product without prior communication to XefraCert, which reserves the right to evaluate, case by case, the need to partially or totally restart the certification process;

- that significant changes of a productive, technological, organizational procedural nature made and having an impact on the certified product are promptly communicated;
- that certification is declared only for those products for which certification has been issued, maintaining a clear distinction between certified and non-certified products;
- that inspections and / or tests that are necessary to keep the certification valid are accepted, at the expense of the applicant, also following changes concerning the product or the production / technological / procedural / organizational plan and having an impact on the product ;
- that a record is kept of all complaints received from its customers, of the relative responses and of any actions taken, and make them available to XefraCert during the surveillance visits;
- that any access is allowed to the staff of the ACCREDIA Accreditation Body, the control authorities and the competent authorities;
- that XefraCert is immediately notified of all non-conforming situations detected by the Control Authorities, as well as any suspensions or revocations of authorizations, concessions, etc., relating to the product subject to certification;
- that XefraCert is immediately notified of any ongoing legal proceedings relating to the product subject to certification, without prejudice to the limits imposed by law, and to keep XefraCert informed of developments in such proceedings;
- that the provisions of the certification procedure are respected;
- that everything necessary for carrying out the assessment activities is made available, including the documentation examination activities, the necessary access to the areas and the certification documentation;
- that the applicant makes statements regarding only the scope of the certification;

- that any complaints addressed to XefraCert are relevant only to the activities subject to certification;
- that the CE marking is affixed in accordance with the requirements of the directives and is not associated and / or confused with other types of product or Quality System marks - if applicable;
- that the conformity mark is affixed in accordance with the regulations delivered to the applicant and is not associated and / or confused with other types of product or Quality System marks - if applicable;
- that the certification is not used in such a way as to discredit the Body; that no declarations are made about the product certification that may be considered by the Body to be incorrect or unauthorized;
- that following a suspension or withdrawal of the certifications issued, the marking from the products is immediately suspended or eliminated and, where necessary, unsafe products are recalled from the market;
- that the applicant uses the certification only to indicate that the products comply with the standards / certification process specified;
- that certificates, test reports or parts of them relating to certification are not used outside their scope of application;
- that the information relating to the scope of the certification of the advertised product is correctly given to the media.

11 VALIDITY OF THE CERTIFICATION

11.1 VALIDITY PERIOD

In the case of certification leading to CE marking, the directive identifies the period of validity of the issued certificate.

In particular, the period of validity of the certificate depends on what is indicated by the directive as the maximum period of use of the same or it is no longer valid if the regulatory conditions on the basis of which it was issued have changed. Similarly, if the manufacturer changes the product or production processes, the certificate is no longer valid. Other specific reasons for forfeiture of the validity of the certificate are specified in the reference directive.

For the certification modules concerning production control, in the event that the directive does not specify the period of validity, the certification has a three-year frequency and remains valid for this period against the carrying out of surveillance visits, provided that no more than 12 months between one visit and another, ensuring that the maximum interval between one visit and another (starting from the certification inspection visit) is equal to 12 months. At the end of the three-year period for the renewal of the certification, a re-certification visit must be carried out.

If the renunciation by the certified applicant does not arrive or the conditions determining the revocation of the certification do not intervene, the contract remains valid for the three-year period indicated above. At the end of this period, an economic offer is reissued.

Typically the certificates / notifications issued have a duration:

ATEX DIRECTIVE 2014/34/EU

- Form A +: 10 years
- Module B: no limit
- Module C: no limit
- Modules D and E: 3 years
- Modules F and G: no limit

The renewal assessment must be carried out within 60 days from the expiry date of the certificate. The renewal is subject to a positive outcome of the surveillance and a positive decision

11.2 SURVEILLANCE VISITS

Surveillance visits take place in the same way as for certification visits. Unless otherwise specified in the certification scheme, XefraCert carries out the check every 12 months.

In compliance with the maximum interval of 12 months between one visit and another, for justified reasons, a delay of up to 2 months with respect to the indicated intervals is exceptionally allowed. However, the postponed date cannot exceed the expiry date of the certificate.

During the surveillance visits, the verification of:

1. corrections / corrective actions found in the previous visit;
2. management of corrective and preventive actions;
3. management of customer complaints;
4. correct use of the trademark;
5. changes in the organization, activities, documents of the Applicant;
6. elements selected from those foreseen in the grandmother / scheme / standard of reference;
7. carrying out the tests required by the certification scheme.

During these visits, through the sampling method, the verification team analyzes that the conditions that allowed the certification to be granted are maintained.

The body may carry out unannounced visits, on which occasion the repetition of the tests and / or the verification of the maintenance of the type characteristics within the specific certification scheme may be requested.

The Verification Report, issued during the closing meeting, is confirmed and approved in all its terms if the applicant does not receive written communication from XefraCert within 15 days from the date of the report.

If XefraCert communicates changes with respect to the Verification Report left by the verification team, the applicant has the right to reply.

The Applicant is required to send, within 15 days from the date of carrying out the Inspection, the planning of the corrections of any non-conformities found, as well as the corrective actions proposed for the removal of the causes that generated them, of which XefraCert verifies the consistency and adequacy.

In the presence of only minor non-conformities, in the absence of written communication from XefraCert within 20 days from the date of transmission of the Surveys Management Plan by the manufacturer, the planning of the corrections of the non-conformities and of the corrective actions is considered accepted; the correct implementation of corrections and corrective actions, as well as their effectiveness, is verified during the subsequent inspection visit.

Any major non-conformities, on the other hand, must be managed as in the first certification, so within 90 days from the closing date of the inspection visit, the corrections and any actions must be implemented and then verified by XefraCert through follow-up (documentary or on-site) corrective; in the case of complex and long-lasting interventions (eg relating to industrial plants, structural works, etc.), sufficient obvious evidence of the corrective action plan must still be available.

The effectiveness of the corrective actions implemented to resolve major non-conformities will be verified at the next inspection visit or, at the additional visit deemed necessary by Xefracert.

11.3 RENEWAL

Not all product certifications need to be renewed. Where this activity is necessary, the same procedure followed for the first certification is followed.

It is understood that renewal is possible where the outcome of the surveillance is positive.

12 COMPLAINTS, APPEALS AND CONTENTIONS

As regards the complaints and appeals relating to the certification, inspection and test activities, please refer to what is indicated in the specific procedure.

1. **Complaint**means a documented expression of dissatisfaction on the part of someone outside of XEFRACERT, regarding the service offered or the behavior or actions of the staff. Complaints relating to organizations certified by XEFRACERT are included in the definition, although these may have no relation to the services of XEFRACERT.
2. **Appeal** means an explicit and documented manifestation of non-acceptance of the decisions adopted by XEFRACERT in the context of certification activities.
3. **Litigation** means a formal dispute between two parties.

Appeals and complaints received by XefraCert, directly or through the staff, are sent to the Quality Manager, the Technical Committee and the Directive Manager, the Body Manager. If the complaint takes the form of an appeal (appeal) then the same will also be communicated to the Management.

A similar procedure is adopted for notifications regarding products or behaviors in areas in which XefraCert operates, but in which XefraCert is not directly involved.

12.1 COMPLAINT

The customer has the right to lodge a complaint by addressing them to the Body, explaining the reasons for the complaint. Complaints must be prevented within 30 days from the occurrence of the facts that generated the complaint.

The complaint is handled by a manager who is not the subject of the complaint and by the Technical Committee if necessary for clarification regarding the technical evaluation of the same. It must be treated within three months of presentation and the outcome of the treatment must be communicated to the Client.

In order to deal with the complaint, the controller may involve one or more experts in the subject of the complaint. If he deems it appropriate, he must also hear the person concerned.

Within 20 days of receipt of the complaint, the data controller initiates the investigation for the management of the complaint.

The certification body then carries out the appropriate checks and any necessary interventions, giving feedback to the complainant via email within 60 days from the start of the investigation (except for particularly complex cases).

12.2 APPEALS AND DISPUTES

Unless different and specific agreements between XefraCert and the Customer or if not in contrast with what is indicated in the contract for the performance of the activities between XefraCert and the Customer, the following applies as regards the appeals.

Appeals must prevent the Body within 30 days from the closure of the activity.

The Client may lodge an appeal stating the reasons for his disagreement with the decisions taken against him by the Body, within 30 days from the communication of the decisions, according to the following procedure:

1. The Body and the person making the appeal (hereinafter referred to as "parties") will try to amicably resolve any and all differences or disputes that may arise between them in relation, in connection with or as a consequence of the activity carried out;
2. If the divergence or dispute cannot be resolved by the parties through negotiations within 30 (thirty) days of its occurrence, then such divergence or dispute must be resolved by ritual arbitration to be held in Genoa;
3. The arbitrator will be unique and must be appointed by the parties within 10 (ten) days from the date on which the parties found it impossible to amicably resolve the difference or dispute. If the parties do not reach an agreement on the person to be appointed, said arbitrator will be appointed, at the request of even one of the parties, within the following 20 (twenty) days, by the President of the Court of Genoa.
4. The arbitrator must render his award without delay no later than 60 (sixty) days from the date of acceptance of his appointment.
5. The arbitrator will decide according to fairness and, as far as legitimately possible, will not be bound by any substantive or procedural law, without prejudice to compliance with the adversarial principle. He will also have to decide on the costs of the arbitration (including the fees of the lawyers), paying them to the losing party.
6. Without prejudice to the provisions of Articles 827 and ss. cpc, the award will be final, conclusive and binding for both parties, who expressly renounce any appeal as of now, committing themselves now and then to execute it, removed any exception in this regard, so they undertake to respect its content adapting to the provisions of said award immediately, and in any case no later than the essential deadline of 10 (ten) days from the date on which the award will be communicated to them.

7. This arbitration clause will not preclude the right of the parties to appeal to the competent judicial authority in order to obtain precautionary and urgent measures.

In the event of ascertained non-fulfillment by XefraCert due to error or omission in the execution of the activity covered by the contract, the liability of XefraCert will be limited to a maximum amount not exceeding 3 times the compensation due for the activities carried out at the time of error or omission that caused the damage.

Any request for compensation against XefraCert must be made by the Applicant, under penalty of forfeiture, no later than one year from the event that gave rise to the request:

13 REGISTRATIONS AND PUBLICATIONS

13.1 REGISTRATIONS

The data relating to the certifications are recorded by the Head of the Certification Body.

In order to guarantee the certification process followed, all registration documents are appropriately stored, in paper or electronic format, according to the following criteria:

- in the event of termination of the contract, the available documentation relating to the practice is kept for a minimum period of 13 years from the date of termination of the contract, if there are no different legal obligations or specific agreements with the customer;
- if the contract is maintained, the records of the previous 13 years of validity of the contract are kept, in addition to those relating to the current year.

The records include the reports of the certification and surveillance inspection visits, the questionnaires, the checklists, any documents taken as evidence of conformity or non-conformity, as well as other documentation related to the certification issued to the Applicant

The data relating to the CE certifications are recorded both on an IT basis and on a paper basis. This register contains the following information: certification number, XefraCert order number. certification request date, certificate validity, object subjected to certification, requesting certification and any notes. Periodically, the register of EC certifications is sent to the competent Ministry on the matter.

The data relating to product certifications are recorded on an IT basis.

13.2 PUBLICATIONS

XefraCert draws up and updates, according to predefined deadlines, a list of Applicants in possession of product certification.

XefraCert on request makes available the list of all Applicants in possession of product certification. The request must be made formally by e-mail or by filling out the request form on the website.

XefraCert may possibly publish the content of the certified Register of Applicants in newspapers, magazines and similar publications.

14 ADDITIONAL VISITS

Additional inspection visits to the applicant and / or additional sampling, previously planned and communicated to the applicant, can be decided by XefraCert following:

- verification of the implementation of corrective corrections of non-conformities found in the Surveillance Certification inspection visits;
- request by the Applicant for extension / reduction of the certification or amendments to the standards and / or conditions for issuing the certification.

XefraCert can also carry out additional inspections, even without prior notice, in the case envisaged by the certification scheme or in which:

- a significant number of non-conformities found during a surveillance visit;
- the results of any sampling on site or on the market or other justified reports;
- complaints for significant non-compliance or situations of non-conformity of the product / service;
- need to ascertain / investigate mandatory, legal, authorization aspects related to the product subject to certification
- misuse of the XefraCert trademark;
- persistence of deviations, after the agreed deadline for their elimination;
- any other non-compliance with the requirements of the certification standard / scheme or of these Regulations;
- withdrawal of the suspension of the certification.

The Technical Committee may decide to carry out additional visits, giving reasons for the decision.

In no case can the Additional Visits be replaced by an anticipation of a normal Surveillance Visit.

The cost of the Additional Visit is charged to the Applicant.

Following the Supplementary Visit, a specific written report is issued.

15 SUSPENSION OF THE CERTIFICATION

In the event of significant non-compliance and in all cases in which it has reason to believe that the product subject to certification no longer meets the requirements of the reference standard and / or these

Contractual Conditions, XefraCert has the right to temporarily suspend the certification of a customer (based on a product standard / regulation), or the certification of a product.

Examples of such defaults are the following:

- failure to apply adequate corrective actions for any non-compliance within the foreseen times and methods;
- failure by the customer to adapt, within the foreseen times and methods, to the modifications of these Contractual Conditions or of the reference Standard communicated by XefraCert;
- improper use of the trademark and / or certificate of conformity or use that is illegitimate or does not comply with the provisions contained in this Regulation or such as to bring XefraCert into disrepute;
- placing on the market of products that do not meet the requirements of the certification;
- incorrect management of non-compliant products placed on the market;
- lack of information by XefraCert about substantial facts that may affect the requirements of the system or of the certified product;
- The issuing of declarations, documentation or marks about one's own certification that can be considered misleading or abusive;
- non-acceptance of the planned surveillance inspections or additional inspections that may be requested by XefraCert;
- the failure to communicate changes to the product subject to certification, or to the property, company name or organizational structure that have an impact on the certified product;
- the lack of information about the existence of convictions, legal proceedings, complaints or disputes relating to the product subject to certification;
- the occurrence of events of a mandatory, legal, authorization nature linked to the product subject to certification, based on the severity and impact of the events themselves;

- serious or repeated breaches of these Contractual Conditions;
- conditions of arrears in payments, in accordance with the terms set out in the offer and in these Contractual Conditions.

In any case, the suspension provision may be preceded by the sending to the Applicant concerned of a warning with the indication of a maximum time within which to stop the infringement or non-compliance found.

The warning is communicated in writing to the Applicant, who is required to provide evidence of the correct resolution within the prescribed time frame; if the Applicant does not comply with the requirements, the suspension is carried out.

In the event of suspension, XefraCert sends the official suspension notification by registered letter or equivalent, also indicating the timing available for revoking the suspension. The suspension measure has a maximum duration of six months; within this period, the Applicant is required to provide objective evidence of the satisfactory resolution of the alleged infringements.

XefraCert makes the suspension of the Certification public, indicating the provision in the Register of Applicants in possession of certification, transmitting, limited to the products covered by accreditation, the information to ACCREDIA, the competent authority and the other Notified Bodies, according to the established deadlines.

The suspension can also be undertaken at the request of the Applicant, due to force majeure; also in this case, the suspension of the certification has a duration not exceeding 6 months.

When undertaken, the suspension provision is withdrawn only following the verification by XefraCert of the satisfactory restoration of conformity (for example, by means of an additional visit.

If the causes that led to the suspension are not removed, XefraCert will proceed with the revocation of the Certification.

The costs relating to any additional checks resulting from a warning or suspension are charged to the Applicant. Following the suspension of the certification, the Applicant must:

- interrupt, for the entire period of the suspension, the affixing of the mark on the product subject to certification (or on the instrumental means used in the context of the service subject to certification);
- interrupt, for the entire period of suspension, the use of the Certificate of Certification, as well as any copies or reproductions and the License for use;
- not to use, for the entire period of the suspension, headed paper, technical or advertising documentation containing the trademark and / or references to the XefraCert Certification;
- not to boast of the availability of certified products / services, but to inform interested third parties with adequate means of the suspension situation;
- not to make available on the market products present in the warehouse and already marked at the time of taking the suspension provision.

The Customer is responsible, in the event that a non-compliant product is placed on the market, for the corrective actions deriving from this fact (withdrawal or adjustment of defective products already placed, replacement of defective products with compliant products) and any consequent consequences (for example accidents due to their use).

When XefraCert verifies that the Customer has resolved the anomalies that motivated the suspension, the suspension itself is revoked, communicating this revocation to the Customer.

16 WITHDRAWAL OF THE CERTIFICATION

If the conditions that led to its suspension are not corrected by the deadline indicated in the notification of suspension, XefraCert will collect the certificate. The certificate can also be withdrawn without prior suspension, in the event of serious irregularities and in all cases in which the product itself does not guarantee compliance with the minimum requirements of the reference standard or these Regulations.

For example, the following deviations / infringements (detected during surveillance inspections or by any other means) may result in the withdrawal or revocation of the certification:

- non-compliance with the requirements and prescriptions deriving from the application of the certification process, on the validity of the certification, on the use of the XefraCert trademark and on changes to the standards and / or conditions for issuing the certification;
- serious irregularities or abuses in the use of the certificate and / or trademark;
- failure to eliminate the causes that led to the suspension at the end of the 6 months provided;
- the occurrence of events of a mandatory, legal or authorization nature related to the product subject to certification, based on the severity and impact of the events themselves;
- conviction of the applicant for facts related to non-compliance with the mandatory requirements of the product subject to certification;
- repeated non-compliance with the commitments undertaken by the applicant with XefraCert, to remedy the deviations found and reported with respect to the requirements of the certification standard / scheme;
- persistence of the default condition;
- non-acceptance or adaptation to changes in the reference regulatory system and / or contractual conditions with XefraCert;
- cessation of the activities for which the Applicant had obtained the Certification;

- bankruptcy or liquidation;
- failure to withdraw from the market of non-compliant products referred to in point 6.10.

The revocation decision is formally communicated to the Applicant by registered mail.

Following the Revocation, the Applicant undertakes to:

- immediately stop affixing the mark on the product subject to certification (or on the instrumental means used in the context of the service subject to certification);
- not make available on the market any product at stock/warehouse and immediately remove any marks affixed to products in the stock/warehouse;
- return the original of the Certificate of Certification and License of Use;

The revocation of the license entails:

- not to use any copies or reproductions;
- immediately suspend, by giving written confirmation, the use of any type of graphic characterization (headed paper, technical advertising documentation, forms, etc.) containing the trademark and / or references to the XefraCert certification;
- destroy the above graphic characterizations.

The revocation is also a consequence of the renunciation of the certification by the Applicant.

Revocation of the Certification involves:

- the withdrawal of the certification contract, effective from the moment of the revocation itself;
- cancellation of the certificate of certification;

- the cancellation of the Applicant from the Register and, limited to the products covered by accreditation, the transmission of the information to ACCREDIA, the competent authority and the other Notified Bodies, according to the established deadlines.

Withdrawal of the certification does not give the right to any reimbursement for any shares paid in advance.

The certificate is also withdrawn if the Applicant expresses in writing the will not to maintain the certification.

The withdrawal of the certification is officially notified to the Applicant and communicated, where required by the rules / regulations, to the responsible bodies.

17 WAIVER

The applicant can renounce the product certification in his possession:

1. in the event of a change in the reference standards as specified in the paragraph "Modification of the standards and / or conditions for issuing certifications" of these Regulations;
2. in case of non-acceptance of any revisions of this document;
3. In case of non-acceptance of the changes in the economic-contractual conditions established by XefraCert;
4. for withdrawal motivated by the Contract (for example: cessation of manufacture of the product, legal provisions, etc. or of no interest / intention to maintain the certification).

In the first, second and third cases, the communication must be sent by the Applicant within one month from the date of notification of the changes and becomes effective 3 months after such communication except for advances due to exceeding 12 months from the last surveillance check.

In the fourth case, the waiver becomes effective when XefraCert notifies the Applicant of the acceptance of the reasons.

If the waiver is communicated after XefraCert has officially confirmed the date of the surveillance visit, the canceling Applicant will have to pay a closing fee equal to the sum of the cost of the register and 50% of the cost of the visit.

Following the waiver, the Applicant undertakes to:

- immediately stop affixing the mark on the product subject to certification (or on the instrumental means used in the context of the service subject to certification);
- return the original of the Certificate of Certification and the License for use;
- not using any copies or reproductions;
- immediately suspend, by giving written confirmation, the use of any type of graphic characterization (headed paper, technical and advertising documentation, forms, etc.) containing the trademark and / or references to the XefraCert certification;
- destroy the above graphic characterizations.

Waiver of Certification involves:

- the withdrawal of the certification contract;
- the cancellation of the Certificate of Certification and of the License of use;

- the cancellation of the Applicant from the XefraCert certification register limited to the products covered by accreditation; the transmission of information to ACCREDIA to the competent authority and to the other Notified Bodies, according to the established deadlines.

In all cases of renunciation (withdrawal of the contract), all the fees agreed for the activities carried out up to the effective date of the withdrawal are in any case due to XefraCert.

18 RATES

XefraCert elaborates and transmits, to each company requesting the quotation, a specific and complete offer with all the information relating to the technical and cost aspects.

The economic part is assessed on the basis of a tariff relating to various items:

- individual activities, whether related to product certification or system certification
- expenses (which can sometimes be included in the previous item)

18.1 Rates

The tariffs governing the services provided are defined in the tariffs for the reference scheme / directive and are periodically updated.

Tariffs refer to tariff formulation criteria which are made up as follows:

- fixed fee which includes the preparation, management of the file, storage of documentation where required by the reference scheme / directive, management of reporting, registration in the ACCREDIA register (if in the context of an accredited scheme) and the share for the 'ministerial accreditation as regards the CE marking;
- variable quota, consisting of the cost of the day / man inspector multiplied by the number of man-days planned;

- expenses, calculated according to the location of the places of visit.

The offer, elaborated on the basis of the rates in force, considers the costs for the standard management of the certification (first verification and subsequent surveillance) and remains so if there are no changes with respect to what is reported on the certification application.

Any changes in tariffs, following changes with respect to what is reported on the certification application (extensions / reductions of the scope of certification, the number of products, sites, ...), changes to the standards and / or conditions for issuing the certification , are communicated to the Applicants by sending a new offer, sent by means that ensure receipt and accompanied by a new certification application and this document

The Applicant has the right to renounce the Certification within one month from the date of receipt of the new offer; the waiver becomes effective after 3 months.

During this period, the Applicant who makes use of the right of renunciation, the rates prior to the changes are applied.

18.2 Terms of payment

The amounts relating to the activities carried out must be paid to Xefracert as established in the offer accepted by the Applicant.

Remuneration refers to performance and not to results; therefore, the amounts relating to the activities carried out are due by the Applicant even in the event of failure to issue the certificate due to the absence of compliance requirements, or in the event of renunciation of certification, suspension or revocation.

In case of non-payment within the terms established in the offer, default interest will be charged at the legal interest rate in force at the time of payment, increased by 5 percentage points.

Each request to move inspections, received after the fifteenth working day prior to the dates already communicated to the Applicant, involves the payment of a penalty equal to 50% of the cost of the planned man-days.

The persistence of non-payment conditions causes the suspension and revocation of the certification in accordance with the provisions of these Regulations.

In any case, the delivery of the certificates in the final version signed by the Body may be subject to the payment of all invoices issued.

18.3 Advances

Depending on the certification scheme, the offer may provide for the payment of an advance whose amount is indicated therein. The advance can be withdrawn by XefraCert partially or totally following the breach of the contractual obligations assumed by the Applicant. XefraCert communicates the motivated provision by registered letter; the Applicant may lodge an appeal in accordance with the provisions of these Regulations.

CUSTOMER / APPLICANT	MANUFACTURER*	XEFRACERT
Business name _____ Stamp and Signature of the Legal Representative	Business name _____ Stamp and Signature of the Legal Representative	Stamp and Signature of the Legal Representative

Full Name, Surname of the Legal Representative _____	Full Name, Surname of the Legal Representative _____	

* To be signed only if different from the customer / applicant for certification.

19 SPECIFIC APPROVAL OF CONTRACTUAL CLAUSES

Pursuant to articles 1341 and 1342 of the Italian Civil Code, clauses 15 (Suspension of certification), 16 (Withdrawal of Certification) are specifically approved.

CUSTOMER / APPLICANT	MANUFACTURER*	XEFRACERT
Business name _____ Stamp and Signature of the Legal Representative Full Name, Surname of the Legal Representative _____	Business name _____ Stamp and Signature of the Legal Representative Full Name, Surname of the Legal Representative _____	Stamp and Signature of the Legal Representative