



## **General contract conditions governing system, product and personnel certification**

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# GENERAL CONTRACT CONDITIONS GOVERNING SYSTEM, PRODUCT AND PERSONNEL CERTIFICATION

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## 1 Definitions

**RINA:** RINA S.p.A..

**Organisation:** subject stipulating the contract with RINA to which these conditions apply.

**Certificate:** document issued by RINA following the successful outcome of its assessment activities; may also be given a different name, such as "Statement", "declaration", etc..

**Certificate of conformity and certification:** successful auditing by RINA of the conformity of the system/product/personnel with the reference standard document which enables the "certificate", according to the above meaning, to be issued.

**Reference standard document:** document (or set of documents) indicating the rules, directives or characteristics concerning determined activities or their results against which RINA performs its conformance assessments.

**System/product/personnel:** system, product or personnel subject to assessment by RINA, as specified in the contract documents. The provisions contained in this document that only apply to system assessments or product assessments are expressly indicated.

## 2 Nature of activity

**2.1** The contract requires RINA to perform a system/product/personnel conformance assessment against the reference standard document and, in the event of a successful outcome, to issue the relative certificate of conformity.

RINA makes no guarantee as to the successful outcome of the conformance assessment or the issue of the certificate.

**2.2** The contract does not allow RINA to provide any consultancy activities concerning the organisation's implementation and/or maintenance of the requirements of the system/product/personnel subject to conformance assessment.

### **3 Subject of the assessment and reference standard**

**3.1** Only the system/product/personnel specified in the contract document (offer model) is subject to assessment for the purpose of issuing the certificate.

**3.2** As the certificate of conformity of a company system does not extend to the goods produced or services provided by the Organisation, it therefore cannot be used together with them or in such a way as to lead third parties to believe that they are certified.

**3.3** Conformance assessment will be performed by RINA on the basis of the reference standard document expressly indicated by the Organisation in its certification application. RINA may operate in this sphere both as an Accredited Body and as a non-Accredited Body (unless specifically requested by the Organisation). If RINA obtains accreditation following the issue of the certificate, the certificate will be re-issued referring to the fact that accreditation has been obtained.

**3.4** Unless otherwise required by the reference standard document, RINA will carry out its controls to assess conformity of the system/product/personnel by means of audits performed using the sampling method. Issue of the certificate, therefore, does not necessarily involve assessment of each single system element, or of each single product, or of each single activity performed by personnel.

### **4 Legally binding system/product/personnel requirements and legality control limits**

Throughout the validity of the certificate, the organisation undertakes to comply with all legally binding requirements, such as international, national or local laws, regulations, etc., applicable to its products, services or personnel. The certificate only concerns conformity of the system/product/personnel with the reference standard document and does not therefore require RINA to issue a declaration/certificate or verify the Organisation's respect of the above requirements. The Organisation, therefore, is solely responsible for legislative conformity and RINA declines all related liability or obligation of guarantee.

### **5 Access to information**

**5.1** The Organisation is to provide RINA with all the assistance required to allow it to perform its conformance assessments, including provision of the documentation concerning the System/Product/Personnel for which certification is required and all relative records.

It is also to allow safe access to all the areas where activities relevant to the subject of the certificate are performed.

**5.2** All the acts (documents, letters, communications, etc.) relative to the system/product/personnel certification activities are deemed confidential.

Access to and consultation of the documents relative to the certificate are reserved to the functions involved in the certification process and to the Organisation in question.

**5.3** If any information relative to the Organisation must be divulged due to legal obligations, RINA will inform the Organisation accordingly.

## **6 Requirement to provide information concerning legal proceedings**

**6.1** The Organisation undertakes to:

- immediately inform RINA of any irregular situations revealed by the control authorities, as well as any suspensions or withdrawals of authorisations, concessions, etc. relative to aspects connected with the subject of the certificate;
- immediately inform RINA of any current legal proceedings concerning the subject of the certificate, save the limits established by law;
- for certificates concerning environmental requirements, immediately inform RINA of any environmental incidents with a long-term impact and/or requiring a response from external organisations and/or requiring communications to be made to public authorities;
- keep RINA informed of developments in the above proceedings.

**6.2** Concerning the above, RINA may perform extraordinary audits and, if necessary, take measures to suspend/withdraw certification, depending on the severity and impact of the event in question.

## **7 Requirement to maintain System requirements and modifications thereto (applicable to system certification)**

**7.1** The certified Organisation undertakes to keep its structure and organisation compliant with the requirements of the reference standard document throughout the term of the certificate.

**7.2** If modifications affecting the validity of the Certificate (e.g.: changes in the information indicated in the application for certification, interruption of activity, etc.) occur or are foreseeable, the organisation is to send advance written communication to RINA which may accept the variations or request extraordinary/supplementary assessments to be performed.

**7.3** If a certified Organisation wishes to modify the scope of the certificate, it is to make a written request to RINA which will decide whether or not a new document review or audit is required.

**7.4** If, following communication of the modifications referred to in point 7.2, RINA requests extraordinary/supplementary audits to be made, the Organisation may relinquish certification and, consequently, the contract by sending written notification to RINA within 30 days of such communication.

## **8 Audits and occupational safety**

**8.1** Pursuant to current occupational safety and accident prevention legislation, the Organisation undertakes to provide RINA with complete and detailed information relative to the specific risks existing in the work areas where its auditors will be required to operate.

**8.2** The Organisation also undertakes to promote, through a manager especially appointed for this purpose, co-operation and co-ordination as regards the implementation of occupational risk protection and prevention measures affecting the activities of RINA auditors and which require protection both of workers and of all other subjects operating or otherwise present in the said work areas.

## **9 Modifications to the certification process**

**9.1** RINA may modify or update the certification procedure, also following changes to the reference standard document or modifications required by Accreditation Bodies. In this case, RINA is to give advance notice to the Organisation, which, if it does not intend to comply with such modifications, may relinquish certification within 30 days of such communication.

**9.2** Any costs for document reviews or on-site audit activities deriving from such legal or regulatory modifications will be charged to the Organisation.

## **10 Right to utilise external resources**

**10.1** RINA may either use its employees or duly qualified external staff working on its behalf to perform the activities indicated in the contract.

**10.2** These persons are required to respect all the undertakings made by RINA, including those concerning independence and confidentiality.

## **11 Fees due to the Certification Body**

**11.1** For the activities performed for the purpose of issuing the certificate and expressly listed in the offer, RINA is to be paid the fees indicated therein. Should the issue of the certificate require supplementary activities to be performed that are not expressly indicated, the Organisation is to pay an additional fee in proportion to the effective commitment required. This fee will be calculated on the basis of the fee indicated in the offer in terms of man-days.

**11.2** As well as the fees indicated in the contract and unless otherwise agreed, the expenses sustained by RINA for its assessment activities, calculated on a lump-sum basis as indicated in the offer, will be charged to the Organisation. Should the offer not indicate the lump-sum amount of the expenses, these will be reimbursed at the effective cost sustained by RINA. The Organisation may request copies of the documents justifying all such expenses.

**11.3** Unless otherwise indicated in the offer or contract documents, the Organisation is to settle the fees and expenses payable to RINA within 30 days from the date of issue of the relative invoice. Should payment be delayed, late payment interest will be applied at the legal interest rate in force at the moment of payment, plus 2%.

**11.4** Fees for the activities performed by RINA are to be paid by the Organisation even if the certificate is not issued as a result of the Organisation's failure to comply with conformity requirements or if certification is relinquished, suspended or withdrawn.

## **12 Term of contract**

**12.1** Apart from contracts governing individual performance and unless otherwise agreed by RINA and the Organisation, the contract is open-ended. Either party may withdraw from it by giving at least three months notice before the effective date of withdrawal, the said notice being communicated by registered letter with return receipt.

**12.2** Withdrawal by the Organisation implies the simultaneous and automatic relinquishment of certification.

**12.3** Withdrawal by RINA does not imply the automatic withdrawal of certification which remains in force until the expiry date of the subsequent periodic audit. In this case, however, all the contract provisions governing the correct maintenance of the System/Product in conformity with the reference standard remain valid for the remaining term of the certificate, especially as regards the right of RINA to perform audits and obtain information if it has reason to believe that such conformity no longer exists.

In all cases of withdrawal, all the agreed fees for the activities performed by RINA until the effective date of withdrawal will still be payable.

## **13 Suspension of the system/product certificate**

**13.1** Apart from the cases expressly referred to in the relative Rules or Guidelines, RINA may suspend validity of the certificate whenever it has reason to believe that the system (or product) no longer complies with the requirements of the reference standard document, as well as in the following cases:

- a) failure to adapt to the modifications in the rules or standard document communicated by RINA

- b) failure to accept periodic or supplementary audits requested by RINA
- c) failure to communicate modifications to the organisation, pursuant to art. 7 hereto, or to the characteristics of the product subject to certification
- d) failure to provide information about convictions, legal proceedings, complaints or controversies concerning the legally-binding requirements of the product or system
- e) failure to pay the fees due to RINA within the deadlines indicated in the contract.

**13.2** During the suspension period, the organisation may not use the Certificate or declare itself to be a certified Organisation (or qualify its products as certified) and is to suitably inform all third parties involved that its certification has been suspended.

## **14 Withdrawal of the certificate**

**14.1** Apart from the cases expressly referred to in the relative Rules or Guidelines, RINA may withdraw the certificate of conformity whenever the system/product does not guarantee observance of the minimum requirements of the reference standard document. It may also be withdrawn in the following cases:

- a) failure to eliminate the reasons that led to the suspension of the certificate within the deadline communicated by RINA.
- b) termination of the activity of the certified Organisation (or production of goods) or its suspension for more than 12 months
- c) conviction of the Organisation for matters concerning its failure to respect the legally-binding requirements of the certified system or product.

**14.2** In the event of withdrawal, the Organisation is required to return the certificate of conformity within 15 days from the withdrawal communication sent by RINA.

**14.3** Within the sphere of RINA's commitments, it may communicate suspension, relinquishment or withdrawal of certification to Accreditation Bodies and other third parties making a request in this sense. It may also enter the event in the list of certified companies (certified products) present on its Internet site.

## **15 Limits to the certificate and responsibility**

### **a. (for system certification)**

**15a.1** The issue and maintenance of management system certification constitutes neither a declaration nor a guarantee by RINA that the Organisation respects legal obligations and requirements.

**15a.2** Consequently, the Organisation is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and for conformity of its activities and products with applicable legislation and with the expectations of its customers and other stakeholders, and it undertakes to indemnify RINA and its employees and auxiliaries from any third party complaints, actions or claims connected with the activities performed by RINA deriving from this contract.

### **b. (for product certification)**

**15b.1** The issue and maintenance of product certification is exclusively connected with assessing conformity of a product with a given reference standard document. In the case of voluntary certification, their effects are limited to the relationship between RINA and the Applicant and constitute neither a declaration nor a guarantee by RINA that the Producer/Manufacturer complies with the legal obligations and requirements concerning the product.

**15b.2** Consequently, the Producer/Manufacturer is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and for conformity of its activities and products with applicable legislation and with the expectations of its customers

and other stakeholders, and the Applicant therefore undertakes to indemnify RINA and its employees and auxiliaries from any third party complaint, action or claim connected with the activities performed by RINA deriving from this contract.

**c. (for personnel certification)**

**15c.1** The issue and maintenance of personnel certification is exclusively connected with assessing conformity of the qualifications possessed or shown by such personnel with those indicated in a given reference standard document. The effects of certification are limited to the relationship between RINA and the Applicant Organisation and, in the case of voluntary certification, constitute neither a declaration nor a guarantee by RINA that the relative legal requirements are complied with. In no case does certification constitute a guarantee by RINA to personnel, the applicant Organisation or third parties as to the correctness of the actions performed by certified personnel.

**15c.2** Consequently, the applicant Organisation is and remains solely responsible, towards both itself and third parties, for the correctness of the actions performed by its certified personnel and it therefore undertakes to indemnify RINA and its employees and auxiliaries from any third party complaint, action or claim connected with the activities performed by RINA deriving from this contract.

## **16 Limits to responsibility**

In the event of a default definitively ascertained by RINA due to errors or omissions in the performance of the activities deriving from the contract, RINA's liability will be limited to either 10 times the contractually agreed fee for that activity or 200,000 euros, whichever is the lesser.

## **17 Sunset clause**

All claims or requests for compensation from the Certification Body must be made by the Organisation, under penalty of nullity, within six months from the event which generated such claim or request.

## **18 Use of the mark**

**18.1** Organisations must obtain written authorisation from RINA before using RINA marks.

**18.2** Subject to the specific provisions of the RINA rules relative to the individual services provided or other applicable regulations, the marks must be exclusively used for the services, products or management aspects involved in the assessments performed by RINA and to which the certificates of conformity issued by RINA refer.

**18.3** Any use not expressly indicated in the RINA rules relative to individual services, contracts or other applicable regulations, must be authorised by RINA in writing.

**18.4** The Organisation may not transfer the right to use RINA Marks to third parties.

**18.5** Organisations may only use the marks during the term of the certificates of conformity issued by RINA.

**18.6** If certificates have been suspended, relinquished or terminated in any way or for any reason, either permanently or temporarily, Organisations must immediately interrupt all and any use of such marks.

**18.7** RINA marks may be reproduced in their true dimensions, or smaller or larger as long as the proportions are maintained and eligibility is assured. The partial reproduction of marks is forbidden.

**18.8** The certificates issued by RINA may also be reproduced at the above conditions as long as they are complete and legible.

**18.9** For each breach of the rules governing the use of the marks contained in this document, in the contracts, in the RINA rules relative to the individual services provided or in other applicable regulations, the organisation is to pay RINA a penalty of 30,000 euros.

**18.10** RINA may also claim compensation for any additional damage caused by the improper use of its marks by organisations.

**18.11** RINA reserves the right to perform all the verifications it considers to be most appropriate to ascertain whether the marks are used according to these rules and any other applicable regulations. It may also request the Organisation to produce documentation, such as catalogues, packaging, letterhead, etc. Unjustified refusal by the Organisation to produce the documents requested by RINA will cause the contents of the following clause to be applied.

**18.12** In the event of a breach of the contents of points 18.2 to 18.8 and articles 19 and 20 hereto, RINA will be entitled to terminate the service contract pursuant to art. 1456 of the Italian Civil Code.

## **19. Special rules for system certificate marks.**

**19.1** Subject to the specific provisions of the RINA rules relative to the individual services provided or other applicable regulations, the RINA marks relative to system certificates may not be applied to the organisation's products or packaging.

**19.2** Organisations may apply the wording "company with system certified by RINA as complying with standard XXXX" to its products or packaging.

**19.3** In the event of partial certification of the company structure, sites or processes, the marks must explicitly state that certification does not cover the Organisation in its entirety.

## **20. Special rules for product certificate marks.**

**20.1** Subject to the specific provisions of the certification rules or guidelines, RINA marks relative to product certificates may only be used on receipt of written authorisation by RINA which provides the Organisation with a model of the mark and its relative characteristics.

**20.2** Any type of reproduction that the organisation wishes to apply to products, sales documents, labels, packaging, etc. must first be submitted to RINA for approval.

## **21. Communications and advertising by Organisations**

**21.1** The contents of articles 18, 19 and 20 hereto also apply to the relationships between RINA and Organisations as regards communications, including advertising that the latter intend to make concerning the certificates issued by RINA.

**21.2** In particular, when performing these activities, Organisations must make sure to specify the type of certificate issued by RINA and any limits or conditions imposed by the latter.

## **22. Relinquishment, suspension, withdrawal of accreditation (where applicable)**

**22.1** RINA undertakes to inform the Organisation should it decide to relinquish/suspend/withdraw accreditation in the Organisation's sector. It will also assist the Organisation to change to another Accredited Body.

**22.2** RINA declines all liability for any damage caused to the Organisation deriving from its relinquishment/suspension/withdrawal of accreditation; in the above cases, the Organisation may relinquish certification without notice and without paying additional fees.

## **23 Information pursuant to Italian Legislative Decree n° 196 of 30th June 2003**

**23.1** Pursuant to art. 13 of Italian Legislative Decree n° 196/2003 and in relation to the data concerning the organisation (company name; head office address and any branch offices; name and personal information of the legal representatives; telephone numbers; tax code and VAT number; bank details; other information related to its business activities) directly provided by it to RINA and/or acquired by RINA during its contractual or pre-contractual relations (hereinafter known as DATA or PERSONAL DATA), the Organisation takes note of the following.

**23.2** The PERSONAL DATA will be processed in order to:

- a) make offers and perform other activities required to stipulate contracts;
- b) allow RINA to fulfil its accounting and fiscal obligations, customer administration, management and performance of RINA product supply contracts, management of payments and any claims, fulfilment of all legal requirements and obligations towards accreditation bodies, insertion of the organisation in periodic RINA publications;
- c) provide commercial information about and promote RINA services.

**23.3** As regards the above aims, the PERSONAL DATA may be processed either manually or through the use of computers, electronic or otherwise automated means, and may consist, alternatively or jointly, in the recording, storage, organisation, processing, selection, comparison, extraction, transmission, deletion and destruction of the said data;

**23.4** With regard to the DATA, express consent to processing, circulation and communication to the addressees mentioned in the following point 23.8 is not necessary or mandatory, on condition that it is done for the purposes specified in letters (a) and (b) of point 23.2, this being the consent presumed by law.

**23.5** As regards processing the DATA for the purposes stipulated in letter (c) of point 23.2, the organisation's voluntary express consent is required to allow RINA to contact it for commercial purposes, by means of automated call systems or electronic methods, such as e-mail, telefax, sms and mms messages, and the like.

**23.6** The DATA Holder is RINA which has appointed its Administrative Director as Processor, whose details, together with those of other individuals responsible for data processing, may be provided upon request to the head office of RINA.

**23.7** The DATA may be communicated for similar processing to other companies in the group to which, as established in art. 2359 of the Italian Civil Code, RINA belongs.

**23.8** The DATA may be communicated, inside or outside the European Union, to the following categories of subjects: couriers/forwarding agents, banking institutions and non-banking financial brokers; postal administrations – postal service; agents, professional studios and consulting firms for the performance of advisory services in accounting and tax matters, claims management and credit collection; consultants and firms appointed to service the company's information system; auditing firms; public administrations and other organisations to whom RINA must communicate the data for legal or contractual reasons (CISQ, IACS, SINCERT, etc). The subjects belonging to the above categories to which the DATA may be communicated will use such DATA as holders, with the exception of the subjects responsible for processing.

**23.9** The DATA will be communicated to the people responsible and to authorised individuals who need to use it in order to perform the tasks and functions assigned to them.

**23.10** The DATA may be circulated by means of publication in RINA periodicals (registers, directories, newsletters, etc.) or insertion in RINA's website.

**23.11** The law gives the organisation a number of rights (Article 7 of Italian Legislative Decree n° 196/2003), including the right to oppose data processing for legitimate reasons, to obtain confirmation from the holder of the existence or not of its DATA and to receive such DATA in an intelligible form; the right to know the source of the data as well as the purposes for which it is processed; the right to obtain cancellation, conversion into anonymous form, blocking for data processed in breach of current law, or certification, updating and, if interested, integration of the said data.

## **24. Court of jurisdiction/arbitration**

**24.1** Except as established in the following point 24.9 concerning disputes deriving from the payment of fees and expenses due to RINA and those deriving from the use of the mark, logo, name or other distinguishing feature of RINA, any other dispute arising between the parties in connection with the interpretation and execution of the Contract will be submitted to a board of three arbiters, one appointed by each of the two parties and the third chosen by the first two, or, failing such agreement, by the President of the Order of Lawyers of Genova upon request of the diligent party.

**24.2** In the event of a dispute, the diligent party is to name its arbiter and indicate the petitions it intends to submit to the Board in a document to be sent to the other party by registered letter with return receipt, inviting the other party to appoint its arbiter within fifteen days from receipt of the letter.

**24.3** Within fifteen days, the summoned party is also to appoint its arbiter and indicate the petitions it intends to submit to the Board. If the summoned party fails to appoint its arbiter within the above fifteen day period, the said arbiter will be appointed by the President of the Order of Lawyers of Genova upon request of the diligent party.

**24.4** The two arbiters appoint a third arbiter to act as Chairman of the Board within fifteen days from the appointment of the second arbiter, except in the case of disagreement and consequent appeal by the most diligent party to the President of the Order of Lawyers of Genova.

**24.5** The board will meet in Genova and the arbitration process will be informal and legally binding.

**24.6** The board of arbiters will make its decisions informally though admitting the principle of cross-examination.

**24.7** The sentence will be issued within 120 days from the date the Board was formally established, save any extensions granted by the parties and save the right of the Board to extend the term for another 120 days if this is deemed to be necessary for investigative purposes.

**24.8** The decision of the arbiters is binding on the parties.

**24.9** Subject to the above, any disputes arising from the payment of fees and expenses due to RINA for the services rendered or in any way connected with the contract, and those deriving from the use of the mark, logo, name or other distinguishing feature of RINA, will be exclusively settled by the Court of Genova.