REGULATION FOR THE CERTIFICATION OF METALLIC PRODUCTS FOR WATER AND GAS

Kiwa Cermet Italia S.p.A. - Società con socio unico, soggetta all'attività di direzione e coordinamento di Kiwa Italia Holding S.r.l.
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Approval:

Director of Compliance and Legal Affairs Ing. Maria Anzilotta

1. PURPOSE AND SCOPE

This Regulation defines the rights and obligations and the operational methodology governing the relationship between Kiwa Cermet Italia S.p.A. (hereinafter also referred to as Kiwa) and the Client Organization (hereinafter also referred to as the Manufacturer or Company or Client) in the provision of product certification services.

This Regulation applies to the certification (issuance and/or maintenance of a certificate) of products made of metal or, in the case of assembled products, mostly made of non-organic materials for use in contact with water and gas, and of related components and accessories, with reference to mechanical, performance, and safety aspects, based on the indications of the standards individually referenced in Annex K attached to this Regulation.

The requirements set forth in this Regulation are an integral part of the Contract (financial offer, Kiwa Certification Regulations, and Kiwa Cermet Italia's General Terms and Conditions for the performance of assignments - hereinafter "General Terms and Conditions" for brevity) stipulated between Kiwa and the Client. These requirements refer solely to aspects specifically related to the scope of the requested certification.

The contract expressly excludes any form of consultancy to the Client that could undermine the independence of the assessments performed.

This regulation is also available on the Kiwa website (www.kiwa.it).

2. GENERAL PRINCIPLES AND GUARANTEES FOR THE CLIENT ORGANIZATION

In its certification activities, in addition to the provisions of the General Terms and Conditions, Kiwa applies the following principles:

a) Non-discrimination; access to certification services is permitted to any organization requesting them, in compliance with this Regulation, without any discriminatory conditions of a commercial, financial, or association-related nature;

b) Impartiality and independence: ensured through formalized rules and controls, including:

- certification activities are performed by personnel with no interest in the Organization being certified, who are required to comply with the rules of conduct and independence established by Kiwa. In this regard, Kiwa undertakes to accept any justified complaints from the Client regarding incompatibilities of assignments that could compromise impartiality or independence of judgment;
- timely application of formalized rules and procedures by all certification service personnel and periodic consultation with appropriate certification stakeholders;
- clear separation between personnel performing audit activities and those participating in the certification decision;
- prohibition on consulting the client in defining the activities necessary for the correct application of certification requirements. Kiwa is not directly involved in the production, marketing, maintenance, or installation of certified products or materials, nor does it offer consultancy during the product design and development phase, nor does it have related structures that perform such activities, in accordance with the provisions of applicable legislation.

c) timely management of complaints and appeals, as defined in paragraph 13 of these Regulations;

d) Confidentiality: In addition to what is regulated in the General Terms and Conditions and the Kiwa Certification Regulations, Kiwa ensures that all personnel, including its auditors, sign a confidentiality agreement, as well as a document in which they undertake to process any data they come into possession of in compliance with the provisions of the Privacy Act;

e) Accreditations (for accredited services only): Kiwa undertakes to inform the Client of any renunciation, suspension, or revocation of accreditation, as well as to support the Client in the transition process to another accredited body. In such cases, Kiwa is in no way responsible for any damages caused to the Customer by the renunciation, suspension or revocation of accreditation; in the aforementioned cases, the Customer has the right to renounce the contractual relationship with Kiwa, without the need for prior notice and without additional costs.

3. MANDATORY REQUIREMENTS AND LIMITS OF LEGALITY CONTROL

Kiwa will consider legislative compliance pertaining to the subject of certification an essential prerequisite for issuing the certification. However, the certification issued by Kiwa concerns only compliance with this regulation and the applicable Annex K attached thereto and, therefore, does not constitute a guarantee of compliance with mandatory requirements. This is the specific responsibility of the Customer, who remains solely responsible, to itself and to third parties, for the legislative obligations related to the products subject to certification.

4. DEFINITIONS

Material: A solid, semisolid, or liquid used in the production of a product/component and consisting of:

a) an organic composition (plastic or elastomeric), prepared from one or more starting substances;

b) a cementitious composition, prepared from one or more constituents;

c) a composition of metal, ceramic, enamel, or other inorganic material.

Products/components: manufactured product made from a single or different materials, which can be divided into:

- Single-material product: the entire product is made from a single material;
- Multi-layer product: the different materials form the different, non-physically separable layers of the finished product;
- Assembled product: the product is assembled from several independent components that are joined together during the assembly phase. There are two subcategories of the assembled product:
    - Finished product: the product is placed on the market as a pre-assembled product.
    - System: the system is potentially placed on the market as individual components that are not assembled during production but can be assembled during installation.

Family/series: A set of products made from the same material(s) (e.g., polymer, metal alloy, etc.) that have similar performance characteristics and an identical field of application. The individual applicable certification standards may also provide for different groupings within the same family, based on specific factors, the materials used, size or pressure groups, and the intended use of the finished product. For a precise division of products into individual families/series, please refer to Annex K attached to this Regulation.

Certification holder: company holding a certificate issued in accordance with this regulation.

5. QUALITY SYSTEM REQUIREMENTS FOR THE PRODUCTION OF CERTIFIED PRODUCTS

5.1 General criteria

This chapter outlines the requirements that must be met by the Manufacturer's quality system and the methods used by Kiwa for its evaluation.

5.2 Internal quality control (of the Manufacturer)

As part of its quality system, the Manufacturer must have an internal quality control scheme (IQC scheme) which includes:

- the aspects subject to inspection;
- the inspection methods adopted;
- the frequency of inspections;
- the procedures for recording and archiving the results.

The Manufacturer shall prepare and implement an internal quality control plan for its production, as defined in the table in this document, for each product. This plan shall be made available to the inspector during audits.

IQS Aspects
Calibration and verification of measuring equipment
Verification of purchased materials and components
Verification of components used in the finished product
Monitoring of the production process
Control of non-conformities and/or rejected products
Verification of components used in the finished product
Handling and storage
Customer complaint management
Staff training/competence

The client will have to identify and formalize the company functions responsible for carrying out the activities listed in the table above.

6. REQUIREMENTS FOR CERTIFIED PRODUCTS

The requirements for certified products are listed in Annex K attached to this Regulation.

These Annexes also contain the regulatory references for product certification and any additional parameters, if not specified in the standards themselves (such as family groupings, series, size and pressure groups, etc.), as well as instructions for granting and maintaining certification, with particular regard to the test plan and especially to ITT, BRT, PVT, ATs, and Labs.

NOTE:

- ITT (initial type testing) = initial type testing
- BRT (batch release test) = batch release test
- PVT (process verification test) = process verification test
- ATs = elements verified by the auditor
- Lab = test for which samples are sent to the laboratories.

In the absence of specific indications in the certification standards or in the event of specific changes to the family groupings, Annex K also contains the test plans for modifications and extensions to the range of already certified products.

6.1 Hygienic compliance for products in contact with water intended for human consumption[1]

Where certification according to this Regulation relates to products in contact with water intended for human consumption, the following is required as a prerequisite for certification:

[1] For the definition of water intended for human consumption, please refer to the definitions in the Drinking Water Directive (DWD) (EU) 2020/2184

- a third-party certification, prior to 12/31/2026, issued with reference to the Italian Ministerial Decree no. D.M. 174/2004 and which includes maintenance with a 1+ system (at least one surveillance and one partial retest per year);
- a certification issued by an accredited and Notified Body (on the basis of the Commission Implementing Decision (CID) EU 2024/370) according to the Drinking Water Directive (DWD) (EU) 2020/2184.

6.2 Sampling

Sampling is mandatory for Kiwa personnel in the following cases:

- Performing certification maintenance tests;
- Performing initial tests when requesting approval for a new Annex K;
- Performing initial tests for products manufactured in a new facility or with production lines and/or methods not covered by existing Kiwa product certification.

In all other cases, sampling may be performed by the Customer, based on the TRF (Test Request Form) sent by Kiwa and duly completed, and sent, with the relevant declaration, to the laboratory designated by Kiwa.

When sampling is performed by the Customer, the Customer must declare that:

1. The manufacturing process for the products sampled for testing is unchanged from that used for the series production of the products being certified;
2. The products sampled are prototypes, or the sample selection was conducted in accordance with IEC 60410;
3. The requirements of the applicable certification standard(s) were considered when conducting the sampling.

In any case, samples must be taken from the production line or warehouse; in the latter case, they cannot have been produced more than 12 months previously. If it is not possible to select the samples required for maintenance testing during the annual surveillance, the following procedure must be followed (alternative options):

1. If the contract with the customer requires two annual surveillances, sampling may be performed during the subsequent surveillance;
2. If the contract with the customer requires annual surveillance, an additional surveillance will be scheduled, paid for by the Manufacturer, within 3±1 months of the annual surveillance to sample products no older than 12 months;

If sampling is not possible within the timeframes indicated in points 1 or 2, Kiwa must suspend the certificate. It will be reactivated following a sampling audit (paid for by the Manufacturer) and the subsequent positive results of the sample tests.

7. INITIAL CERTIFICATION

7.1 General criteria

Before undertaking the certification process with Kiwa, the company must meet the following requirements:

- have verified the product's compliance with the requirements for which certification is requested and commit to maintaining compliance with these requirements;
- accept the conditions set forth in this Regulation;
- authorize access to the premises, facilities, areas, and information required to conduct the audit;
- provide full cooperation to the Audit Team, making the necessary documentation available;
- designate a Representative as the Audit Team's primary contact and have any consultants present during the audit act as observers;
- be responsible for implementing the requirements of applicable workplace safety regulations. In the absence of mandatory provisions, the Company undertakes to provide Kiwa with complete and detailed

information regarding the specific risks existing in the environment in which Kiwa personnel will operate, as well as the PPE required to perform the assignment, and to inform Kiwa personnel of their correct use. In this regard, the client company must provide Kiwa's designated personnel with company documentation relating to workplace safety (DVR, safety plan, procedures, etc.), limited to the items of specific concern. Should such omissions result in accidents or illnesses, Kiwa cannot be held liable for any reason.

7.2 Application for certification

A company wishing to request certification submits a request for quotation to Kiwa.

After gathering the necessary technical information, verifying the availability of resources to perform all assessment activities, and the availability of the necessary expertise and capacity, Kiwa prepares a quotation detailing the procedure and costs and sends it to the company, attaching these Regulations, the Kiwa Regulations for Certification, and the General Terms and Conditions of Kiwa Cermet Italia.

If accepted, the company sends Kiwa the accepted quotation, signed by the legal representative or his/her delegate, which constitutes the contract that will govern the relationship between the company and Kiwa.

In the event of changes to the quotation by the customer, before initiating the certification process, Kiwa will have the right to request further details or may communicate the impossibility of initiating the certification process, providing the customer with the reasons for the case.

Should any discrepancies arise between the information provided in the questionnaire and the results of subsequent assessments, Kiwa reserves the right to revise the offer or not activate the certification services.

If the Company intends to withdraw from the contract before obtaining the Certificate of Conformity, it will be required to pay any expenses already incurred (e.g., audits or tests already performed) plus the costs of closing the certification process, as set forth in the last valid offer.

7.3 Planning the initial certification audit

Kiwa agrees with the Company on the date of the initial certification audit and sends the audit plan to the Client. If there are conflicts of interest, the Company may request the replacement of a member or the entire Audit Team within three working days, providing reasons. Kiwa reserves the right to decide whether to change the audit team based on the reasons provided by the Company.

7.4 Certification process

7.4.1 General requirements

The certification audit performed by Kiwa will be based on the requirements of this product certification regulation and will include:

- assessment of compliance with the hygiene requirements for products in contact with water intended for human consumption (ref. previous § 6.1);
- testing (laboratory testing of samples) to verify that the products meet the technical product and/or production requirements;
- assessment of the production process;
- assessment of the Internal Control System and/or scheme;
- assessment of the company procedures relating to the definition and control of the production process of the products being certified.

The company must submit all relevant products and information for a thorough and valid assessment by Kiwa, allowing the Kiwa auditor to take samples to be sent to the laboratory for the required tests, in accordance with the sampling plan.

7.4.2 Elements covered by certification and potentially subject to testing

The items covered by certification are the finished products, systems, and related components as specified in the individual certification standards listed in the Annex K attached to this Regulation, for which initial analyses and tests are performed and which lead to the certification decision.

To define how many finished products, systems, and related components must be analysed and subjected to initial testing, please refer to the individual certification standards listed in the Annex K attached to this Regulation, as amended or supplemented by the individual Annexes K.

7.4.3 Acceptance of test reports submitted by the Company

If the Company submits test reports conducted in accordance with the requirements of the applicable parts of the individual certification standards listed in the Annex K attached to this Regulation, as amended or supplemented by the individual Annex K, to demonstrate that the certification requirements have been met, Kiwa will accept such reports, provided they were issued by an accredited Product Certification Body or a qualified Laboratory (see below). Naturally, the tests must have been performed on the same products for which the Company submitted the certification request to Kiwa.

Tests may be conducted by:

a) a testing laboratory accredited according to the ISO/IEC 17025 standard;

b) in the absence of an accredited testing laboratory: a laboratory whose competence and ability to perform tests according to the ISO/IEC EN 17025 standard has been verified by Kiwa and which is competent to perform tests in accordance with this Regulation;

c) the customer's internal testing laboratory, with tests performed by the customer's qualified personnel, in the presence of authorized Kiwa personnel, who will also verify, and record on a specific form, the calibration references of the test instruments used;

In case a), Kiwa reserves the right to conduct a verification audit at the testing laboratory and/or to perform control tests under the supervision of its own personnel.

7.5 Verification of product and/or manufacturing requirements

Kiwa must verify the products to be certified, with reference to the product and manufacturing requirements defined in this Regulation.

To this end, Kiwa must have the necessary samples, taken from ongoing production and/or from the warehouse.

If the initial tests are not passed, they may be repeated at the Company's request, with all costs borne by the Company.

7.6 Initial audit at the Company

Before or, where possible, concurrently with the type testing, Kiwa will conduct an initial factory inspection or audit of the production sites. During the initial factory inspection, the manufacturer's internal quality control aspects, as described above, will be verified. The initial factory inspection will be performed by a Kiwa-qualified auditor/audit team.

The assessment of conformity with the requirements of this Regulation is conducted based on specific Kiwa checklists.

The main elements to be examined are:

a) measuring instruments and calibration methods (internal or external);

b) purchased raw materials and components;

c) production process assessment (inspection of semi-finished products and process parameters);

d) finished product inspections to ensure compliance with product and/or manufacturing technical requirements;

e) review of internal procedures for managing non-conformities (corrective actions and complaints, if any);

f) review of internal procedures for the transportation, storage, and packaging of finished products;

g) hygiene compliance as defined in this Regulation for products in contact with water intended for human consumption (ref. previous § 6.1).

For items a) to d), the company must record and provide evidence of:

- type of inspection;

- inspection method;
- inspection frequency;
- method by which inspection results are recorded and retained;

The auditor/audit team prepares a factory inspection report.

The Audit Team Leader (RGA) electronically delivers the audit report, nonconformity reports, and/or areas for improvement to the company representative.

I. For a positive certification decision, the Initial Factory Inspection must show the following status.

II. I. All major nonconformities must be closed by the auditor/audit team.

III. II. Corrective measures to resolve minor nonconformities must be approved by the auditor/audit team. Verification of the corrective measures' implementation will take place during the next scheduled audit.

7.7 Corrective actions (AC)

The corrections and corrective actions required to eliminate nonconformities identified during the initial or periodic factory inspection must be defined by the Company and communicated to Kiwa within 30 days of the audit. Each individual nonconformity report must be completed in the relevant section regarding "proposed/implemented corrective actions," indicating the methods, timing, and responsibilities for implementation. Each form requiring this must be signed by the Company Representative.

The RGA evaluates the proposed corrections and corrective actions and notifies the Company in writing of acceptance, comments, or the need for clarification.

The positive or negative outcome of the AC assessment is noted in the relevant section of the nonconformity report and approved by the RGA.

The actual implementation of the AC and the closure of the NCs will be assessed by the RGA during the subsequent surveillance audit; in the case of major NCs, the assessment will be conducted through an additional audit.

The handling of observations/elements for improvement will be evaluated in the field, during the subsequent surveillance audit.

7.8 Classification of non-conformities (NC) and their management

Kiwa classifies findings resulting from type conformity assessment activities as follows.

Major nonconformity: Failure to comply with a certification requirement that compromises the effectiveness or safety of the product. This may include:

- deviation or total lack of compliance with a specific requirement, detected based on objective evidence;
- failure to comply with legal requirements applicable to the product being certified.

Minor nonconformity: Failure or partial fulfilment of a certification requirement that does not fall within the major nonconformities described above, although requiring correction, does not impact the effectiveness or safety of the product.

Multiple minor nonconformities related to the same requirement, depending on the content and overall outcome of the audit, may result in the issuance of a major nonconformity.

Minor non-conformities that are not resolved and/or not addressed by the Company may result in the issuing of a major NC.

Improvement Point (or Observation): A situation identified during the audit that may provide insights for improving the process being certified. The company is not obligated to address improvement points/observations, but it must analyse them and justify its decision.

7.9 Certification decision

Kiwa reviews the audit documentation produced by the RGA, the laboratory test results, and any compliance with hygiene and construction requirements. If the outcome is positive, Kiwa authorizes the issuance of the Certificate of Conformity. If the final decision differs from the RGA's proposal, the reasons are communicated in writing to the Company.

If the outcome is negative (major NC), Kiwa is unable to issue a certificate and will provide the Company with detailed reasons for such refusal so that the latter can take appropriate corrective action.

The Certificate of Conformity has no expiration date and is valid subject to the positive outcome of periodic surveillance visits.

7.10 Kiwa certificate and certification mark

The Company must apply the certification mark to certified products as defined in this Regulation.

For products for which the mark cannot be applied directly to the product itself, the mark must be applied to a non-removable label or the smallest available packaging. The mark may also be applied to promotional or technical documents in accordance with the provisions of this Regulation, always ensuring that the reference to the product model for which the mark has been granted is clearly highlighted.

Kiwa monitors the correct use of the certification mark during surveillance audits and, in the event of incorrect use, takes the necessary action, which may include issuing major/minor non-conformities and appropriate legal action.

After obtaining Kiwa Certification, the Producer is authorized to use the Kiwa mark shown below on packaging, labels, brochures, websites, etc., but with clear reference to the approved products.

There are two available marks:

a) Relating to Annex K which refer to standards ratified by UNI

b) Relating to Annex K which refer to standards not ratified by UNI

The Kiwa logo may be enlarged or reduced uniformly, maintaining the aspect ratio and ensuring the lettering remains legible. The logo may only be used for products certified by Kiwa, on letterhead, advertising, and/or promotional materials. It may not be used in a misleading manner, such as to imply that the certification relates to the management system.

The Kiwa logo must be clearly displayed along with the Certificate number and the reference/code of these Kiwa Regulations.

For pipes, the logo must be displayed no more than one meter apart.

The Kiwa logo must be used in the colors shown above; alternatively, black may be used.

Kiwa reserves the right to take legal action to protect its image if the trademark or certificate is used in a manner inconsistent with the contract and/or discredits Kiwa's image.

The Kiwa certificate of conformity may be reproduced (even in color) as long as the original is reproduced in its entirety.

The certificate will be made public by Kiwa.

8. MAINTENANCE – PERIODIC SURVEILLANCE

8.1 Number of audits

Based on the type of certification holder, audits must be carried out as set out in Annex K of this regulation with the following additional specifications:

a) The Certification holder of an OEM - Original Equipment Manufacturer certificate (§ 10.3) places on the market a single-material product, a multi-layer product, a finished product, or a system for which he produces every part. In this case, the Certification holder is subjected to the number and frequency of inspections indicated in Annex K of this regulation.

b) The Certification holder of an OEM - Original Equipment Manufacturer certificate (§ 10.3) places on the market a system of which he does not produce every part. In this case, the Certification holder is subjected to the number of audits and with the frequency reported in Annex K of this regulation, while the subcontractor who produces parts of the system is subjected to an initial audit and subsequently to an annual one.

c) The Certification holder of an OEM - Original Equipment Manufacturer certificate (§ 10.3) places a system on the market for which he does not produce any parts. In this case, the Certification holder is subjected to an initial and an annual audit, while the subcontractor or subcontractors who produce the parts of the system are subjected to the audits required in Annex K of this Regulation.

d) The Certification holder of an OBL - Own Brand Labelling certificate (§ 10.3) places on the market a product covered by an OEM certification which is subjected to surveillance as reported in cases a), b) and c). The Certification holder of the OBL certificate is subjected to initial surveillance and subsequently every two years.

8.2 Surveillance audit

Annually, a number of surveillance audits must be conducted at the Company's premises, as indicated in the individual Annex K attached to this Regulation.

Surveillance audits may be conducted without prior notice.

The surveillance audit includes laboratory testing in accordance with the provisions of this Regulation and the Annex K attached to this Regulation, and one or more audits at the Company's premises, with the same procedures defined in Sections 7.3 to 7.8.

At the end of the audit, the Audit Team will provide the Company with a copy of the audit report. The report will be subject to internal review and approval by Kiwa. The report will be considered confirmed if the Company receives no further communication within 60 calendar days. Conversely, if, following an internal review, Kiwa deems it necessary to make changes to the report, it will formally inform the Company, providing the reasons for each change and indicating the subsequent actions.

Any NCs must be managed in accordance with the provisions of Section 7.8. For major non-compliances, the Company must promptly implement corrective actions, which must be approved by the Audit Team Leader and implemented and verified by Kiwa within a maximum of two months of the reporting date. Products subject to a major non-compliance cannot be placed on the market until the major non-compliance has been resolved. Furthermore, the Company must evaluate a possible recall of products already distributed, depending on the identified critical issues. Any requests for extensions to these implementation deadlines must be justified in writing and approved by Kiwa. If the established deadlines are exceeded, the Company will be subject to suspension or (in the most serious cases) revocation or reduction of certification, as indicated in Section 11 of these Regulations.

Regarding the postponement of a scheduled and agreed-upon audit, Section 15.2 of the General Terms and Conditions applies.

The performance of the surveillance audits required in the certification cycle is subject to the Company's regular payment for previous activities.

8.3 Sampling criteria for maintaining certification

To maintain certification, sampling may be applied to the products/components to be inspected. The following formula is used to determine the number of products/components to be sampled:

$$S = \frac{x}{3}$$

S = number of samples to be collected during surveillance

X = elements covered by certification and subject to testing

Rounding up to the next higher whole number. The division by 3 criterion applies only to products belonging to the same family.

In the case of families comprising multiple size or pressure groups, where possible and compatible with the specificities of the individual tests and/or any notes contained in the individual Annex K attached to this Regulation, which establish different criteria, it will be necessary to alternate the sampled products over the years in order to cover the entire range of certified products.

8.4 Certification Confirmation

Kiwa examines the surveillance audit documentation and any laboratory tests, the correct management of the findings (where applicable) and, in the event of a positive outcome, confirms the validity of the certification.

9. ADDITIONAL AUDITS

Kiwa reserves the right, with written justification to the Company, to conduct additional audits and/or tests on the certified product, for the reasons indicated in the Kiwa Certification Regulations or for requests arising during the Certification Decision phase.

These additional audits, to be paid by the Company, do not replace or modify the process and frequency of periodic surveillance audits.

10. CHANGES TO THE CERTIFICATION

10.1 Certification Extension

If the Company requests an extension of its existing certification, Kiwa will issue a new offer and the same process described in Section 7 for the certification audit will be followed.

Depending on the type of modification made to the products subject to certification extension, the individual certification standards and/or any amendments or additions, reported in the individual Annex K attached to this Regulation, may specify a reduced or differentiated test plan. In such cases, these are the applicable test plans

10.2Changes made by the Company

The Company must inform Kiwa of any changes that are (or may be) directly related to the quality of its products (such changes may involve changes in product specifications or changes in the structure or management of the supplier's company, production or procurement processes, etc.).

Kiwa must therefore determine whether additional assessment and/or testing is necessary and inform the Company thereof, communicating its nature, purpose, and related costs.

If additional assessment and/or testing is required, Kiwa may not authorize the Company to issue certified products that were manufactured under conditions other than those defined at the time the certificate was issued.

The authorization will be reinstated once the positive assessment and/or testing results are available.

If the evaluation and/or tests yield a negative result, these are repeated at the customer's expense to confirm the validity of the certificate. Kiwa also opens a NC with the Company to manage the resulting actions.

10.3 Extension of certification to a third-party company (OBL - Own Brand Labeller)

If the client company (company "a" or OEM - Original Equipment Manufacturer) were to supply its certified products to a third-party company (company "b" or OBL), with the aim of placing these products on the market under the name of company "b", the latter may request certification in its own name by following the procedure described in the previous paragraphs.

For certification purposes, if the entire production process, including final packaging of the product ready to be placed on the market, is carried out at company "a", without modifying and/or altering the certified product, it is

possible to use (with the written consent of the parties) the technical documentation and inspection reports carried out at company "a".

Companies "a" and "b" declare to Kiwa that an agreement exists between the parties, in addition to the fact that surveillance activities for the products of Company "b", which undertakes not to modify the products in any way, are carried out at Company "a," which undertakes to permit such audits.

Company "b" certification lapses if Company "a" certification is no longer valid; Company "b" must inform Company "a" of any complaints regarding certified products.

11 SUSPENSION, REDUCTION OR REVOCATION OF CERTIFICATION

Certification may be suspended, revoked, or reduced for the reasons indicated in the Kiwa Certification Regulations or at the customer's request. Kiwa reserves the right to evaluate, based on the reasons that led to the suspension/reduction/revocation:

- The possibility of requesting the Company to recall products already placed on the market (including those in stock);

- Whether to allow the Company to continue marketing products already manufactured on the date of suspension/reduction/revocation.

Except in exceptional cases (determined by Kiwa), the suspension period cannot exceed 12 months; otherwise, the certification will be reduced or revoked.

During the suspension period, the Company loses the right to use the Kiwa Certification Mark and the certificate and is removed from the lists of Companies with certified products.

If the Company fails to implement the actions indicated by Kiwa to reinstate the suspended certification, the certification will be revoked or, where applicable, its scope of application will be reduced.

Reducing the certification will result in the issuance of a new certificate, indicating the scope for which the certification remains valid, and the withdrawal of the old certificate. The client must also promptly adapt all communications and advertising relating to the certification to reflect the new, reduced scope of application.

Following revocation of certification, the Company loses the right to use the Kiwa Certification Mark and is removed from the lists of certified companies.

Following revocation, for the portion of the year covered by the Certification, the Company will be required to pay Kiwa the previously established annual maintenance fee, proportionate to the validity period of the certificate. Visit and maintenance testing costs, if already performed, will be invoiced in full.

Revocation of certification entails the automatic termination of the contract to which this regulation applies, pursuant to Article 1456 of the Italian Civil Code, without prejudice, in any case, to compensation for any damages suffered by Kiwa.

Kiwa reserves the right to communicate the suspension, revocation, or reduction to the accreditation bodies (for certification covered by accreditation) and/or other third parties upon request.

In the event of a contractual agreement between the OBL and the OEM, a suspension/revocation/reduction of the certification of the OEM's products will also imply the suspension/revocation/reduction of the certificates issued in the name of the OBL, with Kiwa exempt from any liability relating to the contractual obligations assumed by the OEM.

12 ADVERTISEMENTS

Once the Certificate has been obtained, the Company has the right to publicize the authorization to use the mark or certificate of conformity for the products covered by the certification. In any case, the Company must ensure that its publications and advertising do not contain misleading references to the certified products.

13 COMPLAINTS AND APPEALS

13.1 Complaints

The Company may submit a documented complaint to Kiwa regarding certification activities.

This complaint may arise from issues that occurred during the certification process, such as delays in completing various phases and/or improper conduct by the Body's auditors.

Kiwa records complaints, analyzes them, and informs the complainant of the actions taken within thirty working days of receiving the complaint.

To ensure impartiality, all complaints are handled by personnel not involved in the activities that are the subject of the complaints.

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This complaint may arise from issues that occurred during the certification process, such as delays in completing various phases and/or improper conduct by the Body's auditors.

Kiwa records complaints, analyzes them, and informs the complainant of the actions taken within thirty working days of receiving the complaint.

To ensure impartiality, all complaints are handled by personnel not involved in the activities that are the subject of the complaints.

Kiwa will determine with the complainant whether and to what extent the content of the complaint and its resolution should be made public.

13.2 Appeals

If the complainant is dissatisfied with the response received, or wishes to challenge a Kiwa decision, they may submit a written appeal.

The appellant must justify the reasons for their appeal and, if the appeal relates to a Kiwa decision (e.g., the recording of a Major Non-Conformity), it must be submitted to Kiwa within 10 calendar days of the date of notification of the decision.

Appeals are handled by departments not involved in the activities being appealed.

Kiwa will provide the appellant with a written response and notify them of any actions to be taken within 30 business days of receiving the appeal.

Detailed procedures for submitting complaints and appeals are available on the website www.kiwa.it.

14 RIGHT OF UNILATERAL WITHDRAWAL FROM THE CONTRACT

Kiwa may freely terminate this contract by providing written notice to the Client Company six months prior to the effective date of termination. Termination by Kiwa will result in the revocation of the issued certification. The Organization is still required to pay Kiwa the amounts due for services received during the notice period, as set forth in the last valid quotation.

If the Company wishes to terminate the contract, unilateral termination during the validity period of the Certification requires compliance with the notice periods set forth in the General Terms and Conditions and the Kiwa Certification Regulations.

In the event of termination of the contract, Kiwa will issue an invoice to cover the remaining certification period, in relation to the costs of closing the certification process, as set forth in the last valid quotation.

15 UNILATERAL MODIFICATION OF THE CONTRACT

Kiwa reserves the right to modify these Terms and Conditions at any time. Any new clauses/variations will be effective upon written notification to the client company.

A company that does not intend to accept the changes may withdraw from the contract by providing written notice by registered mail or certified mail within 30 calendar days, under penalty of forfeiture, from the day following notification to Kiwa.

The withdrawal will be effective from the last business day of the month in which the notification is received by the client.