REGULATION FOR CERTIFICATION OF POWER GENERATORS FOR CONNECTION IN PARALLEL TO NETWORKS

Kiwa Cermet Italia S.p.A. - Società con socio unico, soggetta all'attività di direzione e coordinamento di Kiwa Italia Holding S.r.l.
Sede legale: Via Cadriano 23, 40057 - Granarolo dell'Emilia (BO) - Iscritta al Registro della Camera di Commercio di Bologna con il numero di iscrizione e C.F.03502820370, REA: BO-295316, P.IVA 00627711203 - Capitale Sociale: € 1.000.000,00 i.v.
Tel. +39.051.4593.111 - Fax +39.051.763.382 – it.info@kiwa.com – PEC: kiwa@pec.kiwaitalia.com - www.kiwa.it

INDEX

rev. n°	SUMMARY OF CHANGES	DATA
17	Update following the merger of Kiwa Creiven in Kiwa Cermet, with alignment related to setting and graphics; some paragraphs referring to general principles and requirements have been inserted.	2025-11-18
16	Previous issuance by Kiwa Creiven	2025-03-23

Verification:

Management System Compliance Manager Dr. Diego De Rosa

Approval:

Compliance and Legal Affairs Director Ing. Maria Anzilotta

1. SCOPE AND FIELD OF APPLICATION

This Regulation of Kiwa Cermet Italia (hereinafter referred to as Kiwa o Kiwa Italia) establishes the general conditions for the provision of Voluntary Certification service of Power Electronic Converters and Inverters for the connection in parallel with distribution networks of electricity in Low, Medium and High voltage (LV, MV, HV) in accordance with the standards object of the field of accreditation.

The reference standards for certification can be consulted in the database on the accreditation body's website Accredia.

The requirements expressed in this regulation form an integral part of the contract entered to with Kiwa Italia (economic quotation, *The Kiwa Regulation for Certification* and *General Terms and Conditions of Kiwa Cermet Italia for the performance of orders* – hereinafter *General Terms and Conditions*). Such requirements are solely related to aspects specifically linked to the field of the certification required.

Any form of consultancy for the Customer is expressly excluded from the subject matter of the contract, that may impair the nature of independence of the assessments carried out.

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

2. DEFINITIONS

- **Type**: specimen or product specimens representing series manufacturing and any family of products.
- **Certification**: the procedure under which Kiwa Italia proceeds to assess the Type and certifies that the Type of product assessed meets the requirements of the standards.
- **Manufacturer**: the subject owner of the certification that has the responsibility of the conformity of the device placed, under its own name, on the market.
- **Certification Requirements**: all requirements specified which are necessary condition for the issuance and maintenance of the product certification.
- **Product requirements**: requirements directly related to the product, specified in documents (law, standards).
- **EA/MLA, ILAC/MRA:** international Mutual Recognition agreements for Accreditation.

3. GENERAL PRINCIPLES AND GUARANTEES FOR THE CUSTOMER

In its certification activities, in addition to what is provided for in *General Terms and Condition*s, Kiwa Italia applies the following principles:

a) Non-discrimination*:* certification services are accessible to any Organisation requesting them, in accordance to this, without any discrimination of a commercial or financial nature, or regarding membership of particular associations.

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

- conduction of certification activities assigned to personnel who do not have interest in the Organisation object of certification, who are held to observe the rules of conduct and independence established by Kiwa Italia. On this point, Kiwa Italia undertakes to accept any possible justified reports from the Customer, concerning the existence of incompatibilities of the duty assigned that could compromise the impartiality or independence of judgment;
- on time implementation of formalised rules and procedures in use by all certification services personnel and periodic consultation with appropriate certification stakeholders;
- clear separation between the personnel carrying out the audit activities and personnel participating in the certification decision;
- total abstention from carrying out assistance activities in defining and applying the requirements for obtaining certification.

c) Prompt management of complaints and appeals, as per § 11 of this Regulation.

d) Confidentiality: in addition to thar provided for in *General Terms and Conditions* and in *The Kiwa Regulation for Certification*, Kiwa Italia requires all of its personnel, including its Auditors, to sign a confidentiality agreement and a document in which they commit to treat any information that comes into their possession in accordance with the provisions of the Privacy Act.

e) Accreditations: Kiwa Italia undertakes to inform the Customer about any possible renunciation, suspension or withdrawal of accreditation, in such cases Kiwa Italia will be in no way responsible for damages caused to the Customer by the renunciation, suspension or withdrawal of accreditation; in such cases, the Customer has the right to opt out the contractual relationship with Kiwa Italia, without need for prior notice and without additional costs.

4. MANDATORY REQUIREMENTS AND LIMITS OF LEGAL COMPLIANCE CONTROL

Legislative compliance, pertaining the object of certification, will be considered by Kiwa Italia as an indispensable prerequisite for certification issuance.

The certification issued by Kiwa Italia, however, concerns only compliance with the reference standard(s), therefore it does not constitute a guarantee of compliance with mandatory requirements, that is an obligation of specific purview of the Customer Organisation, which remains solely responsible, toward itself and to third parties, for the legislative fulfillments connected with the activities subject to certification.

In this regard, Kiwa Italia audit activities shall not be considered as a substitute from any possible verifications conducted by the Competent Authorities.

5. GENERAL REQUIREMENTS

The assessment for certification consists of the assessment of the Technical File and of the evidences of the conformity status of the product (in general Reports of Testing).

In the event, it is necessary to carry out tests to assess conformity of the product, the customer is free to entrust them to Kiwa Italia or to another accredited laboratory for the specific test to be carried out.

Kiwa Italia acknowledges reports of testing previously issued in the limits set out below.

6. CERTIFICATION PROCESS

6.1. Application for certification and Technical File (TF)

To access to the certification service it is necessary to submit the appropriate Application on Kiwa Italia form, that requires the following information:

- Manufacturer's general information (company name, name, address, legal status, etc.);
- subject of the certification;
- technical documentation that the Manufacturer shall provide to allow the conformity assessment;
- technical parameters essential for the assessment and the Certificate issuance;
- reference standards chosen by the Manufacturer for the certification.

The Manufacturer shall undertake to provide the TF of the product subject of certification that consists of:

- general description of the equipment;
- identification of the software or firmware releases with influence on conformity with requirements;
- instructions for the users, installation and maintenance instructions;
- design and manufacturing drawings, schemes of components, sub-assemblies, circuits, calculation results;

- descriptions and explanations necessary to comprehend such diagrams, schemes and the functioning;
- reports on tests carried out;
- declaration of conformity with applicable EU Directives and relevant evidences.

The Application for certification shall be completed in all its parts and signed by a legal representative of the Manufacturer. The Manufacturer may delegate an Authorised Representative to act on its behalf in relation to certain tasks. In such a case, the mandate must be transmitted to Kiwa Italia.

6.2. Application, Quotation and Review

The receipt of Application and of the sufficient technical and administrative information allows Kiwa Italia to issue a quotation which gives the following information:

- description of the service of documental assessment and of testing;
- detailed amount due for required activities;
- the warning that, in case of negative outcomes, the additional assessments and repetitions of tests are to be borne by the Manufacturer;
- invoicing and payment methods;
- the evaluator to whom the practice will be assigned.

The Manufacturer has three (3) working days form the receipt of the quotation to refuse the assignment of the evaluator, with justified reasons and in writing.

Test activities entrusted to subcontracted laboratories are highlighted in the quotation. The Manufacturer has three (3) working days form the receipt of the quotation to refuse the assignment of one or more external laboratories, with justified reasons and in writing.

It remains Kiwa Italia's option to decide whether the formalized motivations are acceptable and involve the replacement of the external evaluator or laboratory, in case of impossibility to carry out such substitution Kiwa Italia communicates the renunciation to provide the certification service.

Kiwa Italia qualifies subcontracted laboratories for the aspects of competence, confidentiality and absence of conflict of interest.

Upon receipt of the quotation signed for acceptance, Kiwa reviews all the data that has been provided to it up to that point, verifying that:

- the requirements for the provision of the requested service have been clearly defined, documented and understood by both parties;
- Kiwa Italia has the ability to carry out the required activities;
- data and documents required have been provided in full;
- there are no differences comparing to the data provided at the time of the Application.

With a positive outcome of such review, Kiwa Italia may activate the certification process. With a negative outcome, Kiwa has faculty to ask for all the integrations or modifications necessary before the formal start of the process and to adequate, consequently, the terms and conditions of the quotation or, whether the critical issues encountered prevent the provision of the service from Kiwa, notify the Customer of the impossibility to start such process giving reason therefor.

6.3. Type examination

Kiwa Italia assesses the Technical File that shall be complete and referable to the Type to certificate. If the received documentation results to be incomplete, Kiwa Italia shall proceed by requiring an integration to the Manufacturer.

The Certification provides for evidences of demonstration of conformity.

In general, technical tests, if necessary, are entrusted to Kiwa Italia's Laboratory.

The tests are carried out on the Type. The configuration is documented by the Technical File.

The extension of the Type examination to a family of products is subject to a specific assessment.

Kiwa Italia acknowledges the reports of testing issued by laboratories chosen by the Manufacturer as long as they are clearly referable to the Type and accredited for the tests in question by entities signatory to the EA/MLA, ILAC/MRA agreements; however Kiwa Italia reserves the right to evaluate its validity over time depending on the object of the test, the state of the art of the technique and the Reference Standards. The validity of the test reports established by Kiwa Italia is of five (5) years from the date of issue.

If the tests are carried out by other non-accredited laboratories, Kiwa Italia may acknowledges the Report of Testing whether Kiwa Italia attends the execution of the activities. Kiwa Italia sends the evaluator entrusted with the procedure to assess:

- competences of personnel carrying out the test;
- referability to the measure;
- preparation and performance of the test;
- report of testing compliant to requirements of certificate drawing up.

The evaluator draws up of the minute of tests, undersigned also by the Manufacturer. At the end of the thorough assessment of the Technical File and test documentation, if Kiwa Italia expresses a positive opinion, the assessment process proceeds with the certificate issuance.

In case of a negative opinion, Kiwa Italia shall send to the Manufacturer, in written, the emerged findings.

The Manufacturer shall communicate the corrective actions that intends to undertake and the relevant timelines. In case of no reply by three (3) months from findings communication, or if the Manufacturer does not intend to make modifications to the product, Kiwa Italia closes the assessment. The Manufacturer is requested to pay for the activities carried out.

If the Manufacturer complies with the findings, Kiwa Italia assesses the correct implementation and effectiveness of the actions undertaken, also with the repetition of the tests.

The costs for carrying out the additional activities are understood to be borne by the Manufacturer. If the activities are different from those already budgeted for, Kiwa Italia issues a quotation, as per the current price list.

The certification issuance cannot be granted until the non-conformities based on the findings have been removed and the assessment is concluded with a positive outcome.

6.4. Certificate issuance

The Kiwa Italia decision-making body, that does not take part in the assessment, proceeds with the review of the assessment and, with a positive outcome, approves the certificate of conformity.

7. VALIDITY OF THE CERTIFICATES AND MUTUAL OBLIGATIONS

7.1. Validity of certificate

The Certificate does not have an expiring date.

The Certificates issued by Kiwa Italia are in the name of the Manufacturer and shall not be transferable without the intervention and assessment of the case by Kiwa Italia.

The Certificate ceases to be valid on the following circumstances:

- changes to Type configuration already identified in the Technical File and documented during the tests;
- cessation of the conformity with certification requirements specified in the Certificate due to regulatory, legislative and technological updates.

7.2 Obligations of the Manufacturer

The Manufacturer shall undertake to:

- Manufacture and test equipment maintaining the conformity assessed on the Type.
- Inform Kiwa Italia in advance of the changes that intends to make to the products configuration.

- Inform Kiwa Italia regarding the transfer or transformation of company name.
- Reproduce the certificate in its entirety without omissions, partial reproductions or use of extracts.
- Maintain the recording of the complaints relating to the conformity of the certification requirements, of the relevant corrective actions, and make such documentation available upon request of Kiwa Italia.
- Be responsible for the implementation of the requirements provided for by regulations in force, in the matter of safety at workplaces. The Organisation shall undertake to provide Kiwa with a complete and detailed information relating to the specific risks existing in the environment in which the personnel of Kiwa are intended to operate and to provide the PPE necessary for the performance of the assignment, informing the personnel of Kiwa of their correct use. In this regard, the customer Organisation shall provide the personnel appointed by Kiwa the company documentation relating to the safety on workplace (Risk Assessment, safety plan, procedures, etc.), limited to items of specific interest. When for such omissions, injuries occur or diseases are contracted, no charge may be brought against Kiwa for any reason. Furthermore, for the purposes of performing activities outside of the Kiwa Italia laboratory facilities, it is specified that the Customer shall ensure that the Kiwa Italia technicians are accompanied by at least one appointee of the Customer, of which the Customer himself guarantees the adequate technical expertise, accident prevention competence, and adequate training with respect to the specific existing risks, pursuant to current legislation, included the Legislative Decree (D.Lgs) n. 81/2008.

7.3 Obligations of Kiwa Italia

Kiwa Italia shall promptly notify the Manufacturers that conformity with regulatory requirements has ceased due to legislative, regulatory or technological development, so that the Manufacturers can provide for the adaptation of the product in time.

The Manufacturers have the power to accept the changes or renounce the certification.

Kiwa Italia maintains the list of certificates and communicates, upon request, only their validity, suspension or revocation status.

7.4 Certificate review

In the event the certificate is no longer valid the Manufacturer submits a new Application and the necessary documentation for the assessment, as already described in par. 6.

Kiwa Italia examinates the case and issues a quotation based on the actual needs for documentary and technical assessment.

In case the assessment has a positive outcome, the existing Certificate is cancelled and replaced by a new certificate.

7.5 Simplified Five-year Certificate Review

At 5 (five) years from the date of issuance of the Certificate, should the Manufacturer need to maintain updated the issuance date of the certificate, in relation to current manufacturing and to requirements of supply orders, the Manufacturer may request a simplified review.

The Manufacturer declares that no modification has been made to the already assessed Type, materials included, components, sub-assemblies, nor to the reference standards or to any other specific applied techniques.

The Manufacturer shall provide an updated copy of the relevant technical documentation and the images of the product.

If Kiwa Italia assesses that no modifications have been made to the Type, nor legislative and technical development have occurred, such as to invalidate the current Certificate, Kiwa provides to cancel the existing Certificate and substitutes it with a new one with update issuance date.

8. USE OF THE TRADEMARK

Use of the KIWA trademark is not permitted.

9. CERTIFICATION RENUNCIATION, SUSPENSION, WITHDRAWAL

9.1 General provisions

Every action of Certificate suspension, renunciation or withdrawal binds the Manufacturer to cease the Certificate use and its advertising, by any means and any form.

9.2 Renunciation

The Manufacturer may renounce the product certification obtained, in cases where:

- the Manufacturer's interest in using the certificate has ceased;
- the Manufacturer does not accept the new prescriptions arising from updates to this Regulation;
- the Manufacturer does not accept the new requests for documentary and/or experimental integrations, due to legislative, regulatory or technical progress.

The renunciation of certification shall be notified to Kiwa Italia via certified mail or registered letter.

In case of new requests and integrations, the renunciation shall be expressed by 30 (thirty) days from the communication sent by Kiwa Italia.

As from the date of renunciation, every reference and advertising of the certificate issued by Kiwa Italia shall cease.

Kiwa Italia shall notify the cancellation of the Certificate via certified mail or registered letter and update the list of certificates.

9.3 Suspension

The Certification may be suspended by Kiwa Italia for the reasons given in *The Kiwa Regulation for Certification* or o in case of reports from market, upon assessment of the relative seriousness.

In case of suspension, Kiwa Italia notifies the Manufacturer of the imminent suspension of the certificate, granting ten working days from the date of receipt of the communication, to transmit the reasons and documentation justifying its actions.

Kiwa Italia notifies the suspension notice via certified mail or registered letter, by specifying:

- the reasons for suspension;
- the period of suspension, that shall not exceed 6 (six) months;
- the conditions the Manufacturer shall meet to be admitted again in the use of certification, eliminating the causes that determined the suspension.

If the Manufacturer fails to comply with the requests or does not remove the contested causes for suspension, within the indicated period, Kiwa Italia shall proceed with the withdrawal of the Certificate.

9.4 Withdrawal

Kiwa Italia may withdraw the issued Certification for the reasons given in *The Kiwa Regulation for Certification* and in all cases where there is evidence of:

- a fraudulent or illegitimate use of the Certification;
- the adoption of changes made to the product by the Manufacturer without a prior involvement of Kiwa Italia.

Kiwa Italia shall notify, via certified mail or registered letter, the withdrawal notice, specifying the reasons.

10. RIGHT OF ACCESS TO THE ACCREDITATION BODY

The Manufacturer shall grant Accredia inspectors, even without prior notice, the access when accompanied by Kiwa Italia personnel. Accredia inspectors are entrusted for inspection and surveillance activities on Kiwa Italia activities.

11. COMPLAINTS AND APPEALS

11.1. Complaints

The Customer Organisation may present a documented complaint, having as its object its reports relating to certification activities with Kiwa Italia.

Such complaint may arise from inconveniences that occurred during the certification process, such as, for example, delays in completing the various phases and/or incorrect behaviors by the Body's Auditor.

Kiwa Italia shall record the complaints, analyse them and inform the complainant about the actions taken, within thirty days from the date of receipt of the complaint.

The complaints are handled by personnel not involved in the activities object of the complaints.

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

11.2. Appeals

Whether the complainant is not satisfied with the reply received, or intends to oppose a decision of Kiwa Italia, may appeal in writing.

The appellant shall state the reasons of the appeal and, in the event that such appeal relates to a decision of Kiwa Italia, it shall be submitted to Kiwa Italia within a period of 10 calendar days from the date of communication of the decision.

The appeals are handled by personnel not involved in the activities object of such appeals.

Kiwa Italia shall provide the appellant a written reply and shall notify any actions to undertake within 30 working days from the date of receipt of the appeal.

The detailed arrangements for the submission of complaints and appeals are set out on the website www.kiwa.it.

11.3. Reports

In the event of a report regarding the conformity of a certified product, Kiwa shall notify without delay the Manufacturer and, then, proceeds with the case assessments, also informing the reporter of the actions taken under its jurisdiction.

12. UNILATERAL RIGHT OF WITHDRAWAL

Kiwa Italia, in addition to any other right or remedy provided for by contract or by the law, may freely withdraw from the contract with the Customer Organisation**,** with written notice to the Customer Organisation with six months' notice from the effective date of withdrawal. The withdrawal by Kiwa Italia involves revoking the certification issued. The Organisation is still required to pay Kiwa Italia the amounts due for the services received during the notice period, as established in the last valid quotation.

If the Organisation wants to withdrawal from the contract, the unilateral withdrawal during the period of validity of the Certification requires compliance with the notice periods provided for in the *General terms and Conditions* and in *The Kiwa Regulation for Certification*.

In the event of contract termination, Kiwa Italia will issue an invoice, in relation to the costs of closing the certification process, as established in the last valid quotation.

13. UNILATERAL AMENDMENT OF THE CONTRACT

Kiwa Italia reserves the right to amend this Regulation at any time. Any new clauses/variations made, will be effective from the moment they are communicated to the customer in writing.

The Organisation who does not intend to accept the variations may withdraw from the contract by giving written notice by registered letter, with acknowledgment of receipt, or certified mail, within 30 calendar days, under penalty of forfeiture, from the day following the communication to Kiwa Italia.

The withdrawal will be effective from the last working day of the month of receipt of the communication by the customer.