



## **General contract conditions for conformity assessment activities**

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## 1 DEFINITIONS

- **Accreditation:** statement by a national accreditation Body certifying that a specific conformity assessment Body meets the criteria established by harmonized standards in addition to any other additional requirements, including those defined in the relevant sectoral programs, to carry out a specific conformity assessment activity.
- **Accreditation Body:** the sole Body that has been authorized to carry out accreditation activities in a State.
- **Audits:** it is a systematic, independent and documented process to obtain objective evidence and evaluate it objectively, in order to determine the extent to which the assessment activity criteria are met. First-party audits (also called internal audits) are conducted by the organization itself or on its behalf. Second-party audits are conducted by parties who have an interest in the object or organization being audited, such as the organization's clients, or by other persons on behalf of the client. Third-party audits are conducted by independent organizations that carry out audit activities such as, for example, conformity assessment bodies.
- **Company:** RINA Services S.p.A. and any other organization controlled by it or connected to it, which provides Conformity Assessment Services.
- **Company's personnel:** both the Company's employees and non-employee personnel to whom the Company has entrusted in whole or in part the conduction of the activities necessary for the provision of the Services to the Customer.
- **Conformity assessment:** all the activities performed by a Conformity Assessment Body to evaluate whether the Subject of conformity assessment complies with the requirements set out in the Reference Regulatory Document. Conformity Assessment includes activities such as, by way of example but not limited to, certification, validation, verification, inspection, assessment, audit and testing activities.
- **Conformity document:** the document issued by a conformity assessment Body following a positive outcome of the verification activity, which can take on different names such as, by way of example but not limited to, "certificate", "inspection report" or " validation and/or verification statement".
- **Confidential information:** any information, in paper, digital or oral format, including without any limitation documents, data, analyses, know-how and/or any other results of any kind, exchanged between the Parties for the provision of the Services and /or in any way arising from and/or connected with and/or relating to the Contract.
- **Conflict of interest:** any situation that may interfere with the ability of the Company and its Personnel to carry out the conformity assessment activity in an impartial and independent manner.
- **Contract:** the written agreement between the Company and the Customer for the provision of the Services which includes, in order of precedence, the following contractual documents: (i) the Offer, (ii) these General Contract Conditions, (iii) the Order, if any, and (iv) the Regulations of the relevant Company for conformity assessment activities.
- **Customer:** the person requesting the Services provided by the Company.
- **Customer's Personnel:** both the Customer's employees and non-employee personnel to whom the Customer has entrusted in whole or in part the execution of the activities subject to Conformity Assessment or other activities somehow connected with the Contract.
- **Fees:** the fees owed by the Customer to the Company for the provision of the Services, calculated on the basis of the rates and/or prices indicated in the Offer.
- **Inspection:** the examination of a product, process, service or installation, or their design, to determine its compliance with specific requirements or general requirements.
- **Notified Body:** a conformity assessment Body that has been notified by a State in accordance with the reference standard.

- **Offer:** any document sent by the Company to the Customer, also in relation to a tender, containing the commercial and technical conditions relating to the conformity assessment activity requested by the Customer to the Company.
- **Order:** written acceptance of the Company's Offer by the Customer.
- **Party:** means the Company or the Customer, jointly referred to as the "Parties".
- **Receiving Party:** the Party receiving the Confidential Information.
- **Reference Regulatory Document:** any document or set of documents (such as, by way of example but not limited to, international standards, technical regulations, specifications of companies or external stakeholders, proprietary schemes, procedures / specifications / instructions of Customers), in any format, which provide requirements, rules, directives or characteristics concerning certain activities or their results, which constitute the parameter against which the Company carries out its conformity assessment activity on the object subjected to conformity assessment.
- **RINA Group:** the group of companies directly or indirectly owned by the parent company RINA SpA
- **Scheme Owner:** an identifiable organization that has established a conformity assessment scheme and is responsible for its design.
- **Service(s):** all conformity assessment activities carried out by the Company on a Customer's request and on his behalf, as provided for in the Contract.
- **Subject of conformity assessment:** any product, process, management system, declaration, assertion, service, installation, project, data, person, material or combination thereof or other specific objects defined with the Customer subject to the conformity verification activity carried out by the Company on a Customer's request.
- **Transferring Party:** the Party that communicates the Confidential Information.
- **Validation:** Systematic, independent and documented process for examining a design, assertion and/or declaration by providing objective evidence that the requirements for a specific future use or application are met.
- **Verification:** systematic, independent and documented process for examining an assertion, plan, inventory and/or declaration through the provision of objective evidence that specified requirements have been met.

## 2 SCOPE

**2.1** These General Contract Conditions apply to all conformity assessment activities carried out by the Company, and indicated from time to time in the Offer, such as by way of example but not limited to:

- check of compliance of company management systems;
- assessment of product conformity in a voluntary and/or mandatory context;
- assessment of the conformity of personnel competences;
- voluntary and/or mandatory inspection activities;
- validation and verification activities of projects, inventories, assertions/declarations and/or monitoring plans;
- second-party and first-party audits in compliance with the Customer's rules, regulations and/or documents or for specific purposes defined with the Customer;
- assessment activities in accordance with the Customer's rules, regulations and/or documents or for specific purposes defined with the Customer.

**2.2** Conformity Assessment activities may be carried out by the Company as an accredited Conformity Assessment Body, a nationally and/or internationally notified Conformity Assessment Body, a Conformity Assessment Body recognized by a scheme owner or in the absence of any accreditation/notification/recognition.

**2.3** The Regulatory Reference Documents, which identify the requirements to be used as parameters for the conformity assessment activities carried out by the Company, are specified in the Offer.

**2.4** The Reference Regulatory Documents include, if relevant, the specific certification, inspection, verification and validation regulations approved and applied by the Company, which are set out in the Offer as reference contractual requirements for the provision of the service to the Customer and which are available on the RINA website at page <https://www.rina.org/en/rules>

### **3 NATURE OF THE ACTIVITY**

**3.1** The Company undertakes to carry out a Conformity Assessment of the Subject of conformity assessment against the Reference Regulatory Documents and, in the event of a positive outcome, to issue the relevant Conformity Documents. The Company's obligations under the Contract are related to the means and not to the results. The Company does not assume any obligation regarding the positive outcome of the Conformity Assessment, nor regarding the issuing of the Conformity Document.

**3.2** The Company and the Client shall exercise reasonable care and diligence to prevent any action or condition that may give rise to a Conflict of Interest and to remove any Conflict of Interest that may have arisen.

**3.3** All activities that may create a potential Conflict of Interest are excluded from the subject of the Contract, such as, by way of example but not limited to:

- the design, construction, maintenance and distribution activities of the Subject of conformity assessment;
- consultancy activities related to the subject of conformity assessment;
- the use, in the provision of the Services covered by the Contract, of Personnel involved in the activities referred to in the two previous paragraphs.

**3.4** The Client acknowledges that a potential Conflict of Interest may make it impossible for the Company to provide the Services covered by the Contract. In order to prevent this possibility, the Customer undertakes to inform the Company of the company name of any organization that may be involved in the subject of conformity assessment and the names of the natural persons who directly carry out or have carried out the relevant activities. The Customer also undertakes to inform the Company of any changes in such information and subjects.

**3.5** The Company recognises, moreover, that a potential conflict of interest may arise even after the signing of the Contract and until its termination. In this case, the Company will have the right to terminate the Contract with immediate effect, without prejudice to the Company's right to obtain payment for the services performed until the time of termination.

**3.6** The Company, to guarantee the principles of independence and impartiality and avoid any influence on the provision of the Services covered by the Contract, guarantees the adoption of a governance and organizational model which provides for the complete separation of its conformity assessment activities and those of the other companies of the RINA Group concerned with engineering consultancy. Furthermore, the RINA Group has developed and implemented additional safeguard measures to manage any threat to impartiality, which can be provided upon express request of the Client.

**3.7** The Company, on a Customer's request, undertakes to make available to the Customer the relevant information relating to its governance model and any possible involvement of other Companies of the RINA Group in activities related to the Services covered by the Contract.

## **4 SUBJECT OF CONFORMITY ASSESSMENT AND REFERENCE REGULATORY DOCUMENT**

**4.1** Only the Subject of conformity assessment indicated in the Contract constitutes the subject of conformity assessment activity with respect to the Reference Regulatory Documents.

**4.2** During the contractual phase the Customer is requested to declare the registered office, tax domicile, tax code, VAT number (or equivalent). Any change in such data shall be promptly communicated in writing by the Customer to the Company.

**4.3** The conformity assessment will be conducted by the Company in compliance with the requirements specified in the Reference Regulatory Document expressly indicated in the Contract. In carrying out this activity, the Company shall operate as an accredited / notified / recognized assessment Body exclusively when in possession of the relevant recognition for the Subject of conformity assessment. If the Company does not have this recognition, it may operate outside of the accreditation (unless there is a contrary indication from the Customer which shall be communicated by written letter or unless it is not possible for the Verification of conformity request). If the relevant accreditation is obtained by the Company after carrying out the Conformity Assessment activities and issuing the Conformity Document, this documentation may be issued again specifying the accreditation obtained, depending on the applied accreditation rules.

**4.4** Unless otherwise required by the Regulatory Reference Documents for the conformity assessment activity, the checks carried out by the Company for the purposes of the conformity assessment of its system/product/personnel/assertion/service/project are carried out through audits conducted with the sampling method. Therefore, the issue of the Conformity Document does not necessarily imply the evaluation of every single element of the system, or of every single example of the product/service/data, or of every single activity carried out by the staff.

**4.4** With reference to certification of a company management system, the certification does not extend to the goods produced or services provided by the Customer and, therefore, cannot be used to accompany them, or in such a way as to suggest that they are covered by Conformity assessment.

## **5 MANDATORY REQUIREMENTS RELATING TO THE SUBJECT OF CONFORMITY ASSESSMENT**

For the entire period of validity of the Contract, the Customer undertakes to comply with all mandatory requirements, such as conventions, laws and regulations, issued by international, community, national or local sources applicable to its products, services, personnel, projects or assertions that have been the subject of the conformity assessment by the Company. The conformity assessment activity is only concerned with the Subject of the conformity assessment with respect to the Reference Regulatory Documents and does not, therefore, involve any attestation, certification, commitment or simple verification, by the Company, of compliance with the aforementioned requirements by the Customer. The Customer therefore remains solely responsible for compliance with all the mandatory requirements indicated above, with express exclusion of any liability or guarantee obligation on the part of RINA in any capacity.

## **6 ACCESS TO INFORMATION, CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

**6.1** The Customer shall provide all necessary support for the conduction of the assessments, including the provision of data, documentation and records relating to the Subject of conformity assessment.

**6.2** The Company and the Customer undertake to consider and treat their Confidential Information as strictly private and confidential and to reserve access to the same and its consultation only to the Company's and Customer's Personnel involved in the Conformity Assessment activity except as provided for in this article.

**6.3** Any information (by way of example and not limited to: documentation, letters, communications, data) relating to Conformity Assessment activities is considered as Confidential Information.

**6.4** In particular, with regard to Confidential Information, the Parties undertake to:

- treat it as confidential and not reveal it to third parties;
- use it only in relation to the Services covered by the Contract and not use it, copy it, extract any parts or summaries for purposes other than those relating to the Services covered by the Contract;
- not publish and/or patent any information or data included in the Confidential Information;
- inform its own personnel, who become aware of such Confidential Information, of the confidential nature of the same. The Company and the Customer will be responsible for compliance with this obligation by their Personnel;
- provide to the other Party, upon its request, all documents containing the Confidential Information.

**6.5** Information and data whose disclosure is required by law, decree, regulation or any legislative provision, or by measures of a public authority are not subject to any obligation of confidentiality provided that:

- the Receiving Party has promptly given written notice to the Transferring Party, making itself available to assist the latter in any most appropriate action aimed at avoiding the disclosure of the Confidential Information in question, and
- the communication is contained within the limits strictly necessary for the fulfillment of the legal obligation.

**6.6** The Accreditation Body, the Scheme Owner and the Notification Body may request the participation of their observers in the conformity assessment activity in order to ascertain that the assessment methods adopted by the Company comply with the Reference Regulatory Document. The participation of such observers is previously agreed between the Company and the Client. If the Customer does not grant its approval to the aforementioned participation, the Conformity Assessment Service covered by the Contract will not be provided, which will therefore be terminated without any obligation of compensation on the part of the Company, without prejudice to the Company's right to receive compensation for any activity performed up to the date of termination of the Contract.

**6.7** The obligation of confidentiality does not apply to information and data for which the Company or the Client can demonstrate in writing that:

- were in the public domain before the Agreement came into force;
- entered the public domain following the entry into force of the Contract for reasons not attributable to one of the Parties;
- were communicated to the Receiving Party by a third party not bound by a confidentiality commitment to the Transferring Party.

**6.8** All confidentiality obligations relating to Confidential Information will remain valid even after the completion of all the Services covered by the Contract or after its termination, for any reason, for a period of further 15 (fifteen) years.

**6.9** The Company is and remains the exclusive owner of its know-how and all its trademarks, patents, technologies, industrial designs, patentable or non-patentable inventions, database rights, design rights, rights in designs, drawings, trade names, domain names, copyrights, including those in software, trade secrets, data and other technical information and all related proprietary rights intellectual, industrial and commercial, which may possibly come to the attention of the Customer during the execution of the Services covered by the Contract (the "Intellectual Property Rights").

**6.10** The Customer undertakes to indemnify and hold the Company harmless from any possible claims by third parties who allege that their commercial, industrial or intellectual property rights have been violated due to the use of the documentation made available to the Company by the Customer for the performance of the Services covered by the Contract, as well as from any loss, expense and damage, direct, indirect and consequential.

## **7 OBLIGATION TO PROVIDE INFORMATION ON LEGAL PROCEEDINGS**

**7.1** The Customer undertakes to:

- immediately notify the Company of all irregular situations revealed by the Control Authorities, as well as any suspension or withdrawal of authorizations, concessions, permits or licenses relating to the Subject of conformity assessment;
- immediately notify the Company of any ongoing legal proceedings relating to the Subject of conformity assessment, without prejudice to the limits imposed by law;
- in the case of conformity assessment activities concerning environmental requirements, immediately notify the Company of any environmental incidents with long-term impacts and/or which have required a response from external Bodies and/or which have led to communications to public authorities;
- in the event of conformity assessment regarding health and safety in a workplace, immediately notify the Company in writing of any accidents, incidents and/or any observations or reports or complaints received from the public or private entities responsible for supervision, inspection and control of workplaces;
- in any case keep the Company informed on the developments of the aforementioned circumstances and the aforementioned procedures.

**7.2** In relation to the notifications referred to in this article, the Company may carry out extraordinary control audits/inspections and possibly adopt measures such as the suspension of the Conformity Assessment activities and/or the suspension/revocation of the Conformity Document or other measures pursuant to of the applicable legislation, depending on the severity and impact of the event in question.

## **8 OBLIGATION TO MAINTAIN THE REQUIREMENTS OF THE SUBJECT OF CONFORMITY ASSESSMENT AND ANY CHANGES THERETO**

### **a. Management system certification**

**8.a.1** This certification is issued following a positive outcome of an initial audit and maintained on the basis of the positive results of surveillance audits (possibly integrated with occasional audits which, based on the applicable regulations, may not even be communicated in advance to the Customer), and then maintained in the absence of a continuous verification of the existence of the requirements necessary for the same release. For this reason the certified Customer undertakes to keep its structure and system compliant with the requirements of the Reference Regulatory Document throughout the validity of the certification. The certified Customer also undertakes to keep records of any complaints that may be related to the maintenance of said conformity and the related corrective actions undertaken and shall make them available to the Company.

**8.a.2** If any changes affecting the validity of the certification occur or are foreseeable (e.g. change in the data indicated in the certification application, interruption of the activity, etc.), the Customer shall send a prior written notice to the Company, which may accept the changes or request extraordinary/additional checks.

**8.a.3** If a certified Customer intends to change the scope of validity of its certificate, it shall make a written request to the Company, which will decide whether a new documental or inspection assessment is necessary.



**8.a.4** If the Company, following the communication of the changes referred to in p. 8 a.2 above, requests extraordinary/additional audits, the Customer will have the right to waive certification and consequently withdraw from the Contract by sending a written communication within 30 (thirty) days following said request, without prejudice to the obligation to pay all sums owed by the Customer to the Company as fees and expenses for the activity carried out up to the date of receipt of the notice of withdrawal.

#### **b. Product, process and service certification**

**8.b.1** The certification is issued following a positive result of an initial verification.

Where applicable, the certification is maintained on the basis of the positive results of the surveillance checks (possibly integrated by occasional audits which, based on the applicable regulations, may not even be communicated in advance to the Customer), and therefore maintained in the absence of a continuous verification of the existence of the requirements necessary for the issue of the certificate. For this reason the Customer undertakes to maintain the certified products, processes and services compliant with the requirements of the reference regulatory document, during the entire period of validity of the certification. The Customer undertakes, furthermore, to keep records of any complaints that may be related to the maintenance of said conformity and the related corrective actions undertaken and shall make them available to the Company, as well as of accidents and/or potential accidents, in the case of product conformity assessment and related follow-up actions.

**8.b.2** If any significant changes affecting the validity of the certificate occur or are foreseeable (e.g. changes of an organizational, legal or commercial nature in the Customer, changes of the ownership, quality management system, type, original characteristics, destination of the products/processes/services), the Customer shall give prior written notice to the Company, which can accept the variations or request extraordinary/additional checks.

**8.b.3** If the Company, following the communication of the changes referred to in p. 8b.2 above, requests extraordinary/additional checks, the Organization will have the right to waive certification and consequently withdraw from the contract by sending a written communication within 30 (thirty) days following said request, without prejudice to the obligation to pay all sums owed by the Customer to the Company as fees and expenses for the activity carried out until receipt of the notice of withdrawal.

#### **c. Personnel certification**

**8.c.1** Certified personnel undertake to inform the Company in writing, without delay, regarding aspects that may influence their ability to continue to meet the requirements for maintaining certification. Furthermore the certified personnel undertake to keep records of any complaints that may be related to the maintenance of the technical and professional requirements covered by certification and the related corrective actions undertaken and shall make them available to the Company.

**8.c.2** Following the notification referred to in p. 8c.1 above, the Company communicates to the certified personnel any actions/checks necessary to maintain the validity of the certificate or suspends or withdraws it, as indicated in articles 14 and 15 of these General Conditions.

**8.c.3** If the Company, following the notification referred to in p. 8c.1 above, requests any extraordinary/additional audits, the personnel have the right to renounce the certification and, consequently, withdraw from the Contract by sending a written communication within 30 (thirty) days following said request, without prejudice to the obligation to pay all sums owed by the Customer to the Company as fees and expenses for the activity carried out until receipt of the notice of withdrawal.

**d. Validation and verification of projects, inventories, assertions/declarations and/or monitoring plans**

**8.d.1** The Customer is obliged to maintain compliance of the assertion with the requirements of the reference documents and specifications. The Customer also undertakes to keep records of any complaints that may be related to the maintenance of said conformity and the related corrective actions undertaken and shall make them available to the Company, as well as of any incidents and/or potential incidents, in the case of conformity assessment of the assertions and related subsequent actions.

**8.d.2** If any changes or situations that affect the assertion occur or are expected (e.g., changes in the information reported in the application for Validation/Verification, interruption of the Customer's activity or the project, changes in the Customer's legal status or corporate name, transfer of equipment to the places where the activities relating to the projects were/are conducted), after issuing the Validation and/or Verification statement, the Customer shall give prior written notice to the Company, which can accept the variations or request extraordinary Validations and Verifications, at the Customer's expense.

**8.d.3** If the Company, following the communication of the changes referred to in p. 8.d.2 above, requests the execution of extraordinary Validations or Verifications, the Customer will have the right to withdraw from the Contract by sending a written communication within 30 (thirty) days following said request, without prejudice to the obligation to pay all sums owed by the Customer to the Company as fees and expenses for the activity carried out until receipt of the notice of withdrawal.

**e. Inspection activities in a voluntary and/or mandatory context**

**8.e.1** The Customer undertakes to maintain the products, processes and services inspected/to be inspected compliant with the requirements of the Reference Regulatory Document, during the entire period of validity of the Contract. The Customer also undertakes to keep records of any complaints that may be related to the maintenance of said conformity and the related corrective actions undertaken and shall make them available to the Company, as well as of incidents and/or potential incidents, in the case of conformity assessment of product/process/service and related follow-up actions.

**8.e.2** If significant changes affecting the validity of the inspection results occur or are foreseeable (e.g. changes to the Customer's ownership structure, type, original characteristics, destination of the products/processes/services), the Customer shall give prior written notice to the Company, which can accept the changes or request extraordinary/additional audits.

**8.e.3** If the Company, following the notification of the changes referred to in p. 8.e.2 above, requests extraordinary/additional audits, the Customer will have the right to withdraw from the Contract by sending a written communication within 30 (thirty) days following said request, without prejudice to the obligation to pay all sums owed by the Customer to the Company as fees and expenses for the activity carried out until receipt of the notice of withdrawal.

**f. Other conformity assessment activities such as assessments, second-party audits and first-party audits in compliance with standards, specifications, Customer documents or specific purposes agreed with the Customer.**

**8.f.1** In this case, the requirements that constitute the Reference Regulatory Document will be agreed in writing on a case-by-case basis between the Company and the Customer and will be specified in the Offer.

## **9 SAFETY AT WORK**

**9.1** If the Services shall be carried out, in whole or in part, at the Customer's premises or in its available areas, the Customer undertakes to comply with all current regulations regarding safety and prevention of accidents at work in any way for the execution of the Services covered by the Contract and in particular undertakes to provide the Company, at the time of signing the Contract and in any case reasonably in advance of the start date of the activities covered by the same, with complete and detailed information relating to the specific existing risks in the work environment in which the Company's personnel are intended to operate and the protection and prevention measures adopted. In case of failure to comply with the above provisions, the Company will not be able to carry out the activity covered by the Contract.

**9.2** The Customer shall also allow the Company's personnel to access, under complete safety conditions, all the offices and areas where conformity assessment activities are carried out.

**9.3** The Customer also undertakes to promote, through its designated representative, cooperation and coordination as regards the implementation of occupational risk protection and prevention measures affecting the activity of the Company's personnel, and requiring protection of both workers and all other subjects who operate or are in any case present in the same work areas, through the preparation of a single interference risk assessment document (DUVRI) where applicable or in any case through the preparation of a specific coordination report or equivalent documentation.

**9.4** If the activities covered by the contract shall be carried out by a person other than the Customer, the latter undertakes to:

- draw up the interference risk assessment document containing the assessment of the standard risks that may arise from the execution of the contract;
- ensure that the person at whose premises the activities under the contract are to be carried out integrates the aforementioned document with reference to the specific interference risks present in the places where the contract is executed.

This documentation shall be provided to the Company upon signing of the Contract and in any case reasonably in advance of the start date of the activities covered by the same.

**9.5** In any case in which the Company, having intervened to carry out the activities covered by the Contract, determines that the necessary safety conditions are not met, the Company will not be able to carry out such activities and reserves the right to request payment of the Fee for its intervention.

**9.6** In the event of failure to fulfill the obligations undertaken pursuant to this article, the Company will have the right to terminate the Contract with immediate effect.

## **10 CHANGES TO THE CONFORMITY ASSESSMENT PROCESS**

**10.1** The Company has the right to modify or update the Conformity Assessment process, also following changes to the Reference Regulatory Document or modifications required by Accreditation Bodies, Notification Bodies and Scheme Owners. In this case, the Company shall give written notice in advance to the Customer, who, if it does not intend to comply with the changes introduced, will have the right to withdraw from the Contract with written notice within 30 (thirty) days of said communication, without any burden for the Company and without prejudice to the Customer's obligation to pay the Company the fees and expenses due for the activity performed up to the date of receipt of the notice of withdrawal.

**10.2** The Customer will have to pay the Company the Fee for any extra activities that the Company will have to carry out as a result of the changes to the Conformity Assessment process and/or the Regulatory Reference Documents and all costs relating to the amendments of the Subject of the Assessment to any changes referred to in paragraph 1 of this article 10.

## **11 RIGHT TO USE EXTERNAL RESOURCES, SUBCONTRACTING AND ASSIGNMENT**

**11.1** In carrying out the activity covered by the Contract, the Company may make use of both employees and external subjects, such as, by way of example but not limited to, inspectors, examination centers and laboratories, who operate on its behalf, provided they are duly qualified.

**11.2** All Company Personnel are required to comply with the Company's contractual obligations under the Agreement, including, without limitation, those relating to independence and confidentiality.

**11.3** The entrusting, in whole or in part, of the Services covered by the Contract by the Company to non-employee personnel and the consequent transmission to such subjects of all information relating to the Customer, including Confidential Information, the knowledge of which is necessary for the provision of the Services themselves, is expressly authorized by the Customer.

**11.4** The Company has the right to transfer the Contract or the rights arising from it to third parties in whole or in part. The Customer may not assign or otherwise transfer, in whole or in part, to third parties any rights or obligations under the Contract, without the prior written consent of the Company.

## **12 FEES AND PAYMENTS**

**12.1** For the Conformity Assessment activities performed and expressly listed in the Offer or in another contractual document, the Company will be due the amounts calculated on the basis of the tariffs and/or prices indicated therein. In the event that the Conformity Assessment activities require additional activities not expressly indicated, the Customer shall pay to the Company additional fees in proportion to the effective commitment required, calculated on the basis of the rates and/or prices indicated in the Offer or in another contractual document in terms of man/days.

**12.2** All fees due under this Agreement shall be deemed to be net of any sales taxes and all other duties or taxes charged to the Customer. The Company has the right, by notifying the Customer, to vary the amount or the rates if changes in the exchange rates or applicable taxes occur after the date of its Offer or the Contract. If the competent authorities impose withholding taxes in relation to the payments due under the Contract, the Customer shall deduct and pay such withholding taxes in a timely manner, unless the Company has previously provided the Customer with evidence, to the satisfaction of the competent authorities, that the tax is not applicable to such payments. If withholding taxes are deducted and paid, the Client shall pay to the Company a gross amount such that the net amount, after deduction of withholding taxes, is equal to the amount that the Company would have received from the Client in the event of non-applicability of withholdings.

**12.3** The Company reserves the right to review and modify the tariffs and/or prices on the basis of which the Fees are calculated at least on an annual basis, and in any case, automatically after each certification validity cycle (for example, after the first three-year period for management system certifications). These rates and/or prices will be reviewed to adapt them:

- to the increase in consumer price indices in the states where the Customer operates (for example for Italy the ISTAT consumer price index for families of workers and employees (FOI));
- to any other change relating to the organizational size of the Customer, the object of its activity, the reference regulations/certification schemes/accreditations or in any case for objective causes which, at the sole discretion of the Company, entail the need to vary the economic conditions.

**12.4** The Company shall be entitled to request an increase or change of the Fees on occurrence of conditions or circumstances which were not reasonably foreseeable at the time of signing the Contract or were beyond the reasonable control of the Company or if the Customer requests a postponement or a rescheduling of the activity covered by the Contract, or part of it.

**12.5** If the Customer refuses to accept any increase or modification of the Fees, the Company reserves the right not to start or continue the provision of the Services, or any part thereof, and to withdraw from the Contract, without prejudice to the payment by the Customer of the Fees and expenses due for the Services provided up to the date of notice of withdrawal.

**12.6** In addition to the Fees provided for in the contractual documentation, unless otherwise agreed, the Customer will be charged with any expenses incurred by the Company for the Conformity Assessment activities calculated on a lump-sum basis as specified in the Offer or in another contractual document. Should the offer not indicate the lump-sum amount of the expenses, these will be reimbursed by the Customer to the Company at the actual cost sustained by the Company. The Customer may request copies of the documents justifying all such expenses.

**12.7** The Customer acknowledges and expressly accepts that the special conditions of the Contract stipulated between the Company and the Customer may provide for the full advance payment of the Fees due to the Company for the Services covered by the Contract before the issuance of the Conformity Document or in any case before the completion of all Conformity Assessment activities.

**12.8** The amounts due to the Company for Fees and expenses may be paid by the Customer via bank transfer, to the bank details indicated in the contractual documents, or, unless otherwise provided for by the Offer or other contractual documents, by online payment (e-payment) by choosing one of the options made available by accessing the "Member Area" of the Company portal.

Unless otherwise agreed between the Parties, payments will be made within 30 (thirty) days from the date of issue of the relevant invoice. In the event of late payments, an interest on arrears will be applied equal to the legal interest rate in force at the time of payment increased by 2 points from the due date of payment to the settlement date.

**12.9** The Fees for the activity carried out by the Company will be due by the Customer even if the lack of conformity of the Subject of the assessment with the requirements of the Reference Regulatory Document has arisen and/or it is not possible to proceed with the issue of the Conformity Document, or in case of renouncement of the Contract.

**12.10** The Company may suspend or withdraw the Conformity Document or suspend/stop its Services in the event of failure to pay the Fees due by the Customer to any company of the RINA Group in relation to the commercial relationship between any company of the RINA Group and the Customer or by any other company belonging to the same group as the Customer. This provision also applies when the payment obligation arose against the previous owner and/or manager and/or product and/or system manager in relation to which the Services are provided.

**12.11** In the event of suspension due to non-payment, the Customer cannot use, even in part, the Conformity Documents issued by the Company, nor can it rely on them until the full payment of the Fees due, of the interest on arrears and of any other expense to which the Company is entitled to receive as a result of non-performance or late payment of the Fees by the Customer.

**12.12** In the event that the Company should turn to a debt collection company or take legal action to recover any sums due or unpaid, the costs incurred will be borne exclusively by the Customer.

**12.13** In the event that the Customer requests the Company to modify/postpone/cancel the programming or timing inherent to the provision of Services already planned and agreed with the Customer, with a less than 10 (ten) working days' notice, the Company has in any case the right to invoice the Customer for the entire Fees agreed with it with reference to the postponed or canceled Services and to charge the Customer for the expenses that the Company had to sustain.

**12.14** The Client expressly agrees that the Company may offset, by means of a written communication to this aim sent to the Client, any credit that the Company has towards the Client with any debt that the Company has towards the Client and without this being prejudicial to the Company to exercise other rights attributed to it by the applicable law or by the Contract.

**12.15** The Company reserves the right to modify, if there is a justified reason, the conditions of the

Contract, by proposing a unilateral modification of the Contract in written form, with a minimum notice of 2 (two) months and with the Customer's right to withdraw from the contract within the date scheduled for the application of the amendments, without costs and, upon settlement of the relationship, with application of the conditions previously applied (therefore the conditions existing at the time of the unilateral change notice), paying within 25 (twenty-five) days from the date of withdrawal any debt owed to the Company and with the possibility of defining different debt payment terms with the Company.

The changes unilaterally proposed are considered approved if the Customer does not withdraw within the period indicated above.

**12.16** The validity and effectiveness of the withdrawal by the Customer will be subject to the extinction of its debt towards the Company.

### **13 DURATION OF THE CONTRACT**

**13.1** Contracts can be based on individual or different performances over a defined period of time. The duration of the contract is always indicated in the contract documentation (e.g. three-year duration, five-year duration, open - ended) and each of the Parties has the right to withdraw giving a 3 (three) months' notice before the effective date of withdrawal, to be communicated to the other Party by registered letter or certified e-mail.

**13.2** In the above case, however, all the provisions of the Contract governing the correct maintenance of the Subject of conformity assessment in compliance with the Reference Regulatory Document remain valid for the remaining time of validity of the Conformity Document, especially with regard to the right of the Company to perform the scheduled audits or those deemed appropriate if it has reason to believe that said conformity no longer exists.

**13.3** Without prejudice to the provisions of the previous paragraphs 1 and 2 of this article, the Customer has the right to renounce the conformity assessment which is the subject of the Contract by sending a registered letter with return receipt or by certified e-mail.

**13.4** In this case termination will be effective from the date of acceptance of the notification by the Company. In this regard, it is specified that the aforementioned acceptance shall be provided within 15 (fifteen) days of receipt of the cancellation notice.

**13.5** In all cases of withdrawal by the Company or revocation of the Conformity Document due to non-compliance by the Customer or renunciation, the Customer shall pay the Company all the agreed fees for the activities carried out by the same up to the effective date of the withdrawal or renunciation and reimbursement of all charges, expenses and costs incurred for the provision of the Services up to the effective date of the withdrawal or renunciation. Furthermore, the Customer will be obliged to pay the Company an amount equal to 100% of the fee for the audit or service scheduled in the year in which the right of withdrawal/renunciation is exercised.

**13.6** The terms and conditions of the Contract will remain valid provided that the Conformity Assessment activities begin within 1 (one) year from the date of signing of the Contract. Otherwise the Company reserves the right to review the terms of the Contract. In the event that the Customer decides to withdraw from the Contract by not accepting the amendments proposed by the Company, the same is required in any case to pay the Company the Fees and costs as governed by the previous paragraphs of this article relating to the activities already carried out on the date of the notice of withdrawal.

### **14 SUSPENSION OF SYSTEM, PRODUCT AND PERSONAL CERTIFICATE**

**14.1** In addition to the cases expressly provided for by each Company Regulation available on the website at the page <https://www.rina.org/en/rules>, the validity of the certificate may be suspended by the Company in all cases in which it has reason to believe that the system, product or personnel Subject to conformity assessment no longer meets the requirements of the

Reference Regulatory Document and in particular in the following cases:

- a) failure by the Customer to adapt to the amendments to the Regulation or the Reference Regulatory Document communicated by the Company;
- b) failure to accept periodic or supplementary audits requested by the Company;
- c) failure to communicate any changes to the organization or characteristics of the Subject of conformity assessment;
- d) failure to communicate, by the personnel subject to Conformity Assessment, any aspects that may influence the ability to continue to satisfy the requirements for maintaining certification;
- e) failure to provide information regarding the existence of convictions, legal proceedings, complaints or disputes regarding the mandatory requirements or technical-professional requirements of the personnel subject to conformity assessment;
- f) failure by the Customer to pay the Fees and expenses due to the Company, within the terms set out in the Contract and/or the related invoices.

**14.2** The suspension will be notified to the Customer by written communication (registered letter with return receipt or certified e-mail) which will set out the conditions for the reinstatement of the certification and established the deadline to implement them.

**14.3** During the suspension period, the Customer's certificate will be temporarily invalid.

**14.4** In the case of the Management System Conformity Assessment, the Customer may continue to use its advertising material that contains references to certification (as referred to in article 20 of these General Conditions). In any case, the Customer shall inform any interested parties of the suspension situation.

**14.5** For all other types of certification, the Customer and the personnel subject to Conformity Assessment cannot make use of advertising material that contains references to certification (as referred to in article 20 of these General Conditions) and the Customer shall inform any interested parties of the suspension situation.

## **15 WITHDRAWAL OF THE CONFORMITY DOCUMENT**

**15.1** In addition to the cases expressly provided for by each Company Regulation available on the website at the page <https://www.rina.org/en/rules>, the Conformity Document may be withdrawn by the Company, where applicable, in the following cases:

- a) failure to eliminate the reasons that led to the suspension within the deadline communicated by the Company;
- b) termination of the Customer's activity which is the Subject of the Conformity Assessment (for example, cessation of production of the goods/production processes, of the services provided/of the project, of the certified person) or suspension of the same for a period greater than 12 (twelve) months;
- c) conviction of the Customer or the personnel subject to Conformity Assessment for facts relating to failure to comply with the mandatory requirements of the Subject of the conformity assessment.

It is specified that the Company may withdraw the Conformity Document, in addition to the cases indicated above under a), b), c), in all cases in which the subject of conformity assessment does not guarantee compliance with the requirements of the reference Regulatory Document.

**15.2** In the presence of one of the events that cause the Conformity Document to be withdrawn, the Company shall inform the Customer in writing (by registered letter with return receipt or certified e-mail). Consequently, the latter or the personnel, if in possession of the aforementioned Conformity Document, shall return the hardcopy of the certificate, if issued in this form, within 15 (fifteen) days from the notification of withdrawal by the Company. The Customer/personnel Conformity Document will also be deleted from the Member Area on the Company website (<https://clients.rina.org/>), where published.

**15.3** Within the sphere of the Company's obligations, it may notify the suspension, renunciation or withdrawal of the Conformity Document to the Accreditation Bodies/Scheme

Owners/Notification Bodies and to other third parties who request it, as well as enter this information in its website.

## **16 LIMITS RELATING TO CONFORMITY ASSESSMENT ACTIVITIES AND RESPONSIBILITIES**

### **a. Conformity assessment of a management system**

**16.a.1** The issue and maintenance of a management system certificate does not constitute neither a declaration nor a guarantee by the Company that the Customer complies with legal obligations and mandatory requirements.

**16.a.2** Therefore the Customer is and remains solely responsible, towards both itself and towards third parties, for the correct performance of its activities and for conformity of the same and its products to the applicable regulations and to the expectations of its customers and third parties in general and it undertakes to hold harmless the Company and its employees and auxiliary staff against any third party's complaints, actions or claims connected with the activities performed by the Company under this contract.

### **b. Conformity assessment of a product/process/service**

**16.b.1** The issue and maintenance of certification of a product/process/service has the sole purpose of verifying its conformity with a given Reference Regulatory Document. In the case of voluntary certification, the effects of certification are limited to the relationships between the Company and the Customer and constitute neither a declaration nor a guarantee by the Company that the Customer complies with legal obligations and mandatory product requirements weighing exclusively on the Customer itself.

**16.b.2** Therefore the Customer is and remains solely responsible, towards both itself and towards third parties, for the correct performance of its activities and the conformity of the same and of its products/processes/services to the applicable regulations and to the expectations of its customers and of third parties in general; therefore the Customer undertakes to hold harmless the Company and its personnel against any third party's complaint, action or demand connected with the activities performed by the Company's under this Contract.

### **c. Conformity assessment of personnel competences**

**16.c.1** The issue and maintenance of certification of personnel competences has the sole purpose of verifying conformity of the requirements possessed or shown by said personnel with those indicated in a given Reference Regulatory Document. The effects of certification are limited to the relationships between the Company, the person and the Customer and, in the case of voluntary certification, constitute neither a declaration nor a guarantee by the Company that the Customer complies with the prescribed legal obligations. In no case does certification constitute a guarantee by the Company to the personnel, the Customer or third parties as to the correctness of the actions performed by certified personnel.

**16.c.2** Therefore the Customer is and remains solely responsible, towards both itself and third parties, for the correct performance of the activities carried out by the certified personnel and therefore undertakes to hold harmless the Company and its employees and assistants against any third party's complaint, action or claims related to the performance of the Company's activities under this contract.

### **d. Validation and verification of projects, inventories, assertions/declarations and/or monitoring plans**

**16.d.1** The issue and maintenance of the Validation and/or Verification statement exclusively refer to the Subject of conformity assessment activity in relation to the Regulatory Reference Document approved or supported by a voluntary or mandatory, accredited or independent/proprietary international, national or subnational program, system or scheme. In the case of voluntary Validation and Verification, their effects are limited to the relationships



between the Company and the Customer and constitute neither a declaration nor a guarantee by the Company that the Customer complies with the legal obligations and mandatory requirements.

**16.d.2** Therefore the Customer is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and the conformity of the same and of its products/services/processes to the applicable regulations and to the expectations of its customers and of third parties in general; therefore the Customer undertakes to hold harmless the Company and its personnel against any complaint, action or demand from third parties connected to the execution of the Company's activities under this Contract.

#### **e. Inspection activities in a voluntary and/or mandatory context**

**16.e.1** The release of inspection reports and any related certifications exclusively refer to the subject of the inspection activity and its compliance with a Reference Regulatory Document. In the case of voluntary inspections, their effects are limited to the relationships between the Company and the Customer and not constitute neither a declaration nor a guarantee by the Company that the Customer complies with legal obligations and mandatory product/process/service requirements.

**16.e.2** Therefore the Customer is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and the conformity of the same and of its products/services/processes to the applicable regulations and to the expectations of its customers and of third parties in general; therefore the Customer undertakes to hold harmless the Company and its personnel against any third party's complaint, action or demand connected to the performance of the Company's activities under this Contract.

#### **f. Other conformity assessment activities such as assessments, second-party audits and first-party audits in compliance with the Customer's standards, specifications and/or documents**

**16.f.1** The issue and maintenance of assessment and audit reports and any related certifications constitute neither a declaration nor a guarantee by the Company that the Customer complies with the legal obligations and mandatory requirements.

**16.f.2** Therefore the Customer is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and the conformity of the same and its products, processes, services with the applicable regulations and the expectations of its customers and of third parties in general; it undertakes to hold harmless the Company and its employees and assistants against any third party's complaint, action or demand connected to the performance of the Company's activities under this contract.

## **17 LIMITATION OF LIABILITY**

**17.1** In providing the Services covered by the Contract, the Company and its personnel shall operate with reasonable diligence. Since the results of the Conformity Assessment activities depend on the documentation, data, information and specifications provided by the Customer to the Company, the latter cannot under any circumstances be deemed responsible for any inaccuracies or errors caused by inaccuracies, errors, gaps or other deficiencies in the documentation, data, information and specifications provided by the Customer. Without prejudice to the above, in the event that inaccuracies or errors attributable to the Company are detected, the latter undertakes exclusively to correct such inaccuracies or errors at its own expense, excluding any right of the Customer to obtain compensation for damages or any other activity.

**17.2** Without prejudice to the provisions of the previous paragraphs, if the Customer demonstrates that it has suffered loss or damage due to active or omissive conduct carried out intentionally or with serious negligence by the Company and its Personnel, the Company shall provide the Customer appropriate compensation for the loss or damage ascertained by the

competent judicial authority not exceeding the amount of the Fee due for the specific Services from which the loss or damage arises. If the Fee due relates to different Services, the amount of the Fee will be divided for calculating the maximum compensation, with reference to the estimated time for the performance of the Service from which the damage or loss arises.

**17.3** Any liability for indirect and/or consequential loss, damage or expense is specifically excluded.

**17.4** Without prejudice to the provisions of the previous paragraphs of this article, any request for compensation for loss or damage of any kind, by virtue of the provisions of the Contract, shall be submitted to the Company in writing, within 3 (three) months from the date on which the damage was found. Failure to comply with the above deadline will result, without any exception, in the forfeiture of the request against the Company.

**17.5** Considering the nature of the Services, as indicated in the previous articles, the Customer shall hold harmless the Company against any third party's request or complaint and against any liability towards them, in any way arising from or connected to the Services provided by the Company.

## **18 COMPLIANCE, CODE OF ETHICS AND HUMAN RIGHTS**

**18.1** The Customer declares to have read, understood and accepted what is set out in documents "RINA Code of Ethics", "General Principles of the Organization, Management and Control Model", and "RINA Anti-Bribery Policy" which can be downloaded at the following URLs:

- [https://scresources.rina.org/resources/Documents/compliance\\_ethical\\_code\\_en.pdf](https://scresources.rina.org/resources/Documents/compliance_ethical_code_en.pdf)
- <https://scresources.rina.org/resources/Documents/MOG-SERVICES-EN.pdf>
- <https://www.rina.org/en/-/media/Files/policies/RINA-Anti-Bribery-Policy.pdf>

**18.2** With reference to the contractual relationship between the Customer and the Company, the Customer undertakes to refrain from any conduct that may be in conflict with the principles outlined in the documents mentioned above and to comply with the current legislation concerning the administrative liability of legal persons, with special attention to the rules against corruption, exploitation of workers and occupational safety.

In particular, the Customer undertakes not to:

- offer or pay any commission, percentage or benefit whatsoever to RINA personnel;
- maintain any business relationship with any RINA's employee or external contractors, which may cause a conflict of interest for those employees or contractors in performing their duties for RINA;
- offer or give any RINA's employee or other contractors gifts, travel tickets or other benefits in kind that may go beyond ordinary courtesy in a business relationship.

**18.3** Any alleged irregularities or violations of the principles contained in the documents mentioned in the previous paragraph, carried out by employees, external contractors or commercial partners, may be reported through the "Whistleblowing" service accessible on the [whistleblowing.rina.org](http://whistleblowing.rina.org) page.

Violation of the aforementioned principles by the Customer will give the Company the right to terminate the Contract due to non-compliance by the Customer with immediate effect pursuant to art. 1456 of the civil code, keeping the right to claim damages.

**18.4** The Customer also declares to have read, understood and accepted the "RINA Human Rights Policy" available on the Company website at the following URL:

- <https://scresources.rina.org/resources/Documents/policy-on-human-rights.pdf>

**18.5** The Customer undertakes to observe the principles contained in the document referred to in the previous paragraph, as well as the laws, rules, regulations, guidelines, agreements and

conventions regarding the prevention of human rights violations, including but not limited to, the Universal Declaration of Human Rights, the United Nations Guiding Principles on Business and Human Rights, the United Nations Conventions on the Rights of the Child and the Fundamental Conventions of the International Labor Organization, assuming the obligation to comply with them, and to the document mentioned above, in all relations with the Company.

In case of breach of one or more of the principles set out in the Human Rights Policy, the Company will have the right to terminate the Contract for non-compliance by the Customer with immediate effect, keeping the right to claim damages.

## **19 USE OF THE TRADEMARK**

**19.1** The use of the Company's trademarks by Customers is regulated by the document available at the link

- [https://scresources.rina.org/resources/Documents/rc\\_c\\_50\\_en.pdf](https://scresources.rina.org/resources/Documents/rc_c_50_en.pdf)

and is permitted according to the terms and conditions set out in this article.

**19.2** Without prejudice to the provisions set out in the aforementioned document or in other applicable regulations, the use of the Company's trademarks by the Customer shall refer exclusively to the services, products, persons/object or management aspects involved in the Conformity assessment activities carried out by the Company and to which the conformity documents issued by the Company refer.

**19.3** Any use other than that permitted pursuant to this article and the sources referred to therein shall be authorized in advance in writing by the Company.

**19.4** The right to use the Company's trademarks cannot be transferred in any way by the Customer to third parties.

**19.5** Customers may use the Company's trademarks only for the period of validity of the Conformity Documents issued by the Company.

**19.6a** Where management system, product and personnel certifications are suspended, revoked, renounced or otherwise terminated for any reason, whether permanently or temporarily, Customers shall immediately interrupt any use of the trademarks.

**19.6b** Where all other Conformity Assessment activities other than those referred to in paragraph 19.6a are discontinued by the Company or the Customer for any reason and the relevant Conformity Documents issued by the Company are no longer valid either permanently or temporarily, the Clients shall immediately discontinue any use of trademarks.

**19.7** The Company's trademarks may be reproduced in their actual size or even larger or smaller as long as the proportions are maintained and their legibility is ensured. Partial reproduction of the trademarks is not permitted.

**19.8** Under the same conditions provided for in these General Conditions, the Conformity Documents issued by the Company may also be reproduced provided they are in an integral and legible form.

**19.9** For any violation of the rules regarding the use of trademarks contained in these General Conditions, in the Contract, in the Company Regulations mentioned in paragraph 19.1 or in any other applicable regulation, the Customer shall pay the Company a penalty equal to €30,000.00 (thirty thousand) euros.

**19.10** This is without prejudice to the Company's right to request compensation for any further damage suffered in any way due to the improper use of the trademarks by the Customers.

**19.11** The Company reserves the right to carry out any checks deemed most appropriate in order to ensure that the trademarks are used in compliance with the provisions of this article and any other applicable regulation, also requesting the Customer to produce documentation such as catalogues, packaging, letterhead, and similar documents. The unjustified refusal by the Customer to provide the documents requested by the Company entails the application of the

provisions of the following paragraph.

Without prejudice to the protection of the Company pursuant to the previous paragraphs, in case of violation of the provisions contained in the previous paragraphs 19.2 to 19.8 and in subsequent articles 20, 21, 22 the Company will be entitled to terminate the service provision Contract with immediate effect.

**19.12** The use of the trademarks of the Accreditation Bodies/Scheme Owners by the Customer is regulated by the document referred to in Article 19.1 and by the specific regulations of the Accreditation Bodies/Scheme Owners available on their respective websites, which the Customer declares to know and accept.

## **20 SPECIAL RULES FOR SYSTEM CONFORMITY ASSESSMENT TRADEMARKS**

For information on any special rules for trademarks relating to the Conformity Assessment of management systems, please refer to the document referred to in Article 19.1, which the Customer declares to know and accept.

## **21 SPECIAL RULES FOR PRODUCT CONFORMITY ASSESSMENT TRADEMARKS**

Without prejudice to the provisions set out in the document referred to in article 19.1, the Company's trademarks relating to Product Conformity Assessment may only be used on receipt of a written authorization from the Company, which provides the Customer with a model of the trademark and the related characteristics. Any type of reproduction that the Customer wishes to apply, by way of example but not limited to, on products, commercial documentation, labels, packaging shall be subject to prior approval by the Company.

## **22 SPECIAL RULES FOR PERSONNEL CONFORMITY ASSESSMENT TRADEMARKS**

**22.1** Without prejudice to the provisions set out in the document referred to in article 19.1, the full name of the certified person and the number of the Certificate of Conformity shall always be shown next to the Mark. Furthermore, the Customer shall clearly provide, near the trademark, detailed information on the Reference Regulatory Document (including its edition) on the basis of which person conformity assessment was carried out.

**22.2** If the conformity assessment scheme provides for the issuance of a certificate or a card, the Customer undertakes to use these instruments in compliance with the Company's Code of Ethics, the Conformity Assessment Scheme Regulations, where applicable, and the Contract.

## **23 COMMUNICATION AND ADVERTISING BY THE CUSTOMER**

The provisions set out in previous articles 20, 21, 22 and 23 also apply to the relationships between the Company and the Customer as regards communications, including advertising, that the Customer intends to do regarding the Conformity Documents issued and the Conformity Assessment Services provided by the Company.

In particular, in the aforementioned activities, the Customer shall make sure to specify the type of conformity assessment carried out by the Company and any limitations or conditions imposed by the Company itself.

## **24 WAIVER, SUSPENSION, WITHDRAWAL OF ACCREDITATION / RECOGNITION / NOTIFICATION**

**24.1** The Company undertakes to inform the Customer of any waiver/withdrawal/suspension of the accreditation/recognition/notification relating to the Subject of conformity assessment activities envisaged in the Contract, as well as to provide the information that may be necessary in the phase of any transfer to another accredited/recognized/notified body.

**24.2** The Company will not be in any way responsible for any damage caused to the Customer by the waiver/suspension/withdrawal. The Customer has the right to withdraw from the Contract without any notice and without additional charges, without prejudice to the Customer's obligation to pay the Company the sums due as Fees and expenses for the Services provided.

## **25 PROCESSING OF PERSONAL DATA**

**25.1** The Customer's personal data will be processed by Data Controller RINA SERVICES S.p.A, with registered office in Genoa (GE), via Corsica 12, CF and VAT number 03487840104, as well as by the company/ies of the RINA Group with which the Organization has a contractual relationship, according to the methods and for the purposes described in the notice to the Customer pursuant to art. 13 of EU Regulation no. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR").

**25.2** It is specified that the Customer may at any time withdraw or modify the consent given following this notice, with special reference to the consent given for the processing of data for the purposes referred to in point 2, paragraph (b) (any revocation of which does not compromise the execution of the Contract) sending an email to [rina.dpo@rina.org](mailto:rina.dpo@rina.org).

Furthermore, as an interested party in the processing of data, the Customer can exercise the rights provided for by art. 15 and following articles of the GDPR, by sending a registered letter with return receipt to RINA SERVICES S.p.A., via Corsica 12, 16128 Genoa, to the attention of the Data Protection Officer or by sending an e-mail to [rina.dpo@rina.org](mailto:rina.dpo@rina.org).

**25.3** The Data Controller may always be contacted by the contact details indicated on website [www.rina.org/en/](http://www.rina.org/en/), as well as at the e-mail address of the Data Protection Officer [rina.dpo@rina.org](mailto:rina.dpo@rina.org).

## **26 APPLICABLE LAW - COURT OF JURISDICTION/ARBITRATION**

**26.1** This contract is subject to the Italian law and, with the exception of the provisions set out in the following paragraph 26.9 concerning disputes deriving from the payment of Fees and expenses owed by the Customer to the Company and any other dispute deriving from the use of the trademark, logo, name, or other distinctive sign of the Company, and as provided in the following paragraph 26.10, any other dispute that may arise between the Parties in relation to the interpretation and execution of the Contract will be referred to an Arbitration Board composed of three members, two of which are appointed by each Party and the third chosen by the two arbitrators or, failing such agreement, by the President of the Order of Lawyers of Genoa, at the request of the most diligent Party.

**26.2** In the event of a dispute, the requesting Party appoints its own arbitrator and indicates 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 or certified mail, inviting the other party to appoint its arbitrator within 15 (fifteen) days from receipt of the letter.

**26.3** Within fifteen days, the summoned party is also to appoint its own arbitrator and indicate petitions it intends to submit to the Board. If the summoned party fails to appoint its arbitrator within the above fifteen-day period, said arbitrator will be appointed by the President of the

Order of Lawyers of Genoa upon request of the requesting party.

**26.4** The two appointed arbitrators shall proceed with the appointment of the third arbitrator, who acts as Chairman of the Board, within 15 (fifteen) days following the appointment of the second arbitrator, except in the presence of disagreement and consequent appeal by the most diligent Party to the President Order of Lawyers of Genoa.

**26.5** The Board is based in Genoa and arbitration is informal and legally binding.

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

**26.7** The arbitration award shall be issued within 120 (one hundred and twenty) days from the date the Board was formally established, unless any extensions are granted by the Parties and without prejudice to the right of the Board to extend the official deadline, up to a further 120 (one hundred and twenty) days, if this is necessary for investigative purposes.

**26.8** The arbitrators' decision is binding on the parties.

**26.9** Without prejudice to all the aforementioned provisions, any disputes arising from payment of the Fees and expenses owed by the Customer to the Company for the Services provided or in any way connected with the Contract, and those deriving from the use of the trademark, logo, name or other distinctive feature will be exclusively settled by the Court of Genoa.

**26.10** In the event of actions taken against the Company by third parties before the Ordinary Legal Authority, the Company will also have the right to sue the Customer before such Authority, in order to be held harmless and indemnified.

## **27 APPEALS, REPORTS AND COMPLAINTS**

**27.1** The Customer may appeal against the Company's decisions regarding the Conformity Assessment activity, explaining the reasons for its disagreement, within 30 (thirty) days from the date of notification of the decision. For appeals relating to the Reference Regulatory Documents for which different terms are required, reference shall be made to the terms indicated in the specific certification, verification, validation and inspection regulations of the Company which are an integral part of the Contract (for example, for the BRC standard, this deadline is set at 7 (seven) calendar days from receipt of the certification decision).

**27.2** Furthermore, the Customer may send a report or a claim about the activity carried out by the Company with the modalities specified in the following paragraph 27.3.

**27.3** The appeals, reports and complaints shall include all the data that ensure the identification of the Company's activity, which is the subject of the communication by the Customer and be addressed to the company belonging to the RINA Group with which the relevant contract was signed. The procedures for submitting appeals, reports and complaints are available on RINA website [www.rina.org](http://www.rina.org) at the link:

- [https://scresources.rina.org/resources/Documents/submit\\_complaints\\_observations.pdf](https://scresources.rina.org/resources/Documents/submit_complaints_observations.pdf)

**27.4** The Company shall examine appeals, reports and complaints in accordance with its internal instructions, within 2 (two) months of its submission, after consulting the Customer's representatives. In relation to Regulatory Reference Documents for which different terms are required, reference shall be made to the specific certification, verification, validation and inspection regulations of the Company which are an integral part of the Contract. (As an example, for the IFS standard, a letter confirming receipt of the complaint will be sent within a maximum of 5 (five) working days, a preliminary reply will be provided within 10 (ten) working days from receipt of the complaint and within 20 (twenty) working days a final written reply will be provided; for appeals relating to the BRC standard, a final written reply will be provided within 30 (thirty) calendar days of receipt).

**27.5** With specific reference to appeals and complaints, they will be examined by persons other than those involved in the Conformity Assessment process, and, in particular, other than those

who carried out the audit or inspection or took the certification decision. The Company shall provide the appellant with information on the progress and results of such examination.

**27.6** Following the necessary checks and, at the end of the same, the Company shall formally inform the requesting parties of the outcome of the checks carried out and any actions implemented.

**27.7** The appeals and complaints that cannot be directly solved by the Company will be submitted to the Company's Committee for Safeguarding of Impartiality which, after the relevant investigations, and eventually after contacts with the appellant/complainant, will give its opinion on the appeal or complaint within 60 (sixty) days from the date of receipt of the appeal by the Committee itself, and communicate its opinion to the appellant by registered letter with return receipt or equivalent means, such as certified email.

**27.8** All expenses relating to the appeal, report and complaint shall be charged to the Customer, unless there are good grounds for the appeal, in which case the Company will respond according to the terms and within the limits of the provisions of the Contract.

**27.9** In managing appeals, reports and complaints, the Company ensures that no discriminatory action will be taken against the appellant/complainant.

## **28 TRADE SANCTIONS**

**28.1** The Company shall not be obliged to perform any of its obligations hereunder (including, without limitation, the obligations to (a) perform, deliver, accept, sell, purchase, pay to or receive money from or through any person or entity, or (b) engage in any other act), if this would result in a violation of, or be inconsistent with, or expose the Company to the application of sanctions under any United Nations resolution and/or under any law, regulation, decree, ordinance, request, rule or requirement of the European Union, the United Kingdom and/or the United States of America, which refers to international embargoes or boycotts or foreign trade controls, export and/or or import controls, (including, without limitation, the financing, payment, insurance, transportation, delivery or storage of products and/or services) hereinafter referred to as "Trade Sanctions".

**28.2** In the event that the Commercial Sanctions identified above are applied in the execution of the Contract, the Company will have the right, at its sole and absolute discretion:

I) to immediately suspend any payment or provision of the Services covered by the Contract as long as the Commercial Sanctions are in force; and/or

II) to the definitive release from the obligation affected by the Commercial Sanctions, if the inability to fulfill the obligation persists until the contractually established deadline for fulfillment, (it is understood that for payments to be made or received for activities and/or Services already provided, the payment obligation in question shall remain suspended until such time as the payment may be lawfully made without the Commercial Sanctions being applicable); and/or

III) to terminate the Contract, without prejudice to the Company's rights and obligations at the date of termination.

## **29 FORCE MAJEURE**

**29.1** If, following the occurrence of an unforeseeable and unavoidable event beyond its control ("force majeure" event), one of the Parties is unable to fulfill in whole or in part the obligations deriving from the Contract, with the exception of the Customer's obligations to pay the Company the Fees due, it is agreed that the execution of the obligations affected by the force majeure event will be mutually suspended - from the occurrence of the event until its end.

**29.2** The Contracting Party whose performance is prevented in whole or in part by force majeure, shall notify the other Party, first verbally and without delay, then as soon as possible in writing by registered letter with return receipt, or other equivalent means, such as certified email, specifying

the date of occurrence of the event, its nature, the probable duration of the impediment and the foreseeable effects of this situation on the obligations deriving from the Contract, and shall try to remove such impediments as far as possible.

**29.3** By way of example but not limited to, force majeure events include restrictions by government authorities, fires, explosions, storms and natural disasters in general, war, public disorders, quarantines, epidemics, pandemics, embargoes, strikes and unrest.

### **30 PROHIBITION OF SOLICITATION**

During the validity period of the Contract and for a period of 12 (twelve) months after the completion of the Services covered by the Contract or its termination, the Customer shall not, either directly or indirectly, seek to hire or otherwise acquire the services of any employee of the Company who has been involved in any capacity in the Contract or in the provision of the Services.

### **31 MISCELLANEOUS**

**31.1** The Contract represents the entire agreement between the Parties in relation to the Services covered by the same and cancels and replaces any previous agreements, communications and declarations. No oral statement made by the Company or its Personnel will be binding. Neither Party will rely on any declaration or warranty that is not expressly set out in the Contract. Any amendment or addition to the Contract can only take place by means of a written document, signed by both the Company and the Customer.

**31.2** In the event that one or more provisions of the Contract are deemed void, ineffective or unenforceable for any reason, this will not result in the nullity or invalidity of the entire Contract.

**32.3** If any right or faculty arising from the Contract of one of the Parties is not exercised, even repeatedly and for a certain period of time, this does not in any way imply that such right or faculty has been waived by said Party or that it lapses.

**31.4** Any person who is a third party to the Parties to the Contract will not be able to benefit from any rights arising from the Contract.

**31.5** The Company may use external collaborators to procure contracts such as agencies/procurers who are entitled to emoluments.

**31.6** The Company, at a Customer's request, undertakes to provide it with information concerning external collaborators as referred to in previous article 31.5.



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Technical Rules