REGULATIONS FOR THE ISSUE AND MAINTENANCE OF PRODUCT, PROCESS AND SERVICE CONFORMITY CERTIFICATION

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INTRODUCTION

Certiquality Srl (abbreviated: CQY) is a Certification Body that operates according to the general criteria defined by the UNI CEI EN ISO/IEC 17000 Series of Standards and, in particular, by the ISO 17065 standard. Also, as an independent Body, it provides requesting Organisations with services for Evaluating and Certifying conformity of their products, processes and services to the requirements of the reference Standards.

CQY does not provide, either directly or on an agency basis via sub-contractors, any Consultancy Services to support Organisations in setting up a Management System or drawing up the relevant documentation.
CQY's legal status is described in the Articles of Constitution.

1. PURPOSE AND FIELD OF APPLICATION

These Regulations define the relationships between CERTIQUALITY S.r.l. and the Organisations applying for a Certification.
Application of these Rules is supervised by the Committee for Safeguarding Impartiality, in which the parties involved in Certification are represented.

The CERTIQUALITY Certificate is the document whereby CQY certifies that a product, process and/or service complies with the requirements of a reference Standard or Document.

The certification audit is not a legal compliance audit.

2. DEFINITIONS

In general, the definitions set out in the UNI EN ISO standards and the UNI CEI EN ISO/IEC standards shall apply, together with the following terms used in this document.

2.1 Voluntary product certification

A "voluntary" product certification is based on Technical Documents drafted by CQY or on reference Standards, and is issued by the Certification Body chosen by the Organisation, in compliance with the requirements of the UNI CEI EN ISO/IEC 17065 and UNI CEI EN ISO/IEC 17067 standards, and the applicable provisions of Accredia accreditation, as well as any other applicable standards.

2.2 Product

As provided for under UNI CEI EN ISO/IEC 17065, the term "product" shall be used in a broad sense, including processes and services.

2.3 Process and service

Process: all the interconnected resources and activities that transform input items into output items.
Service: any activity, other than tangible products and processes, provided by an Organisation.

2.4 Technical Document

A TD reports all the features that make the product/process/service certifiable. It includes the full description of the product/process/service to be certified, the measures, the tests and their implementation procedures and, if applicable, the parameters' values and tolerance. A TD also includes the audit plan, the applicable system's elements, and the operating modes to be followed to issue a certification.

2.5 Control Plan (CP)

The Control Plan is a document that sets the type and frequency of the controls to be undertaken by the Organisation in order to guarantee the conformity of the certifiable and communicable features covered by the Technical Document.

The TD may also include a Control Plan, that will then be audited by CQY during the certification and maintenance/renewal process. The Control Plan must specify:

- Sample and analysis assessment plan (chemical and/or physical and/or morphological and/or biological and/or organoleptic analysis);
- Audits for the control of the quality guarantee system of the Requesting company, strictly related to the product and all the other relevant factors to assess the product's conformity.

The TD and CP are issued by CQY as provided for in paragraph 4.2 and can be made public upon request.

2.6 Consortia and bodies specifications

Document issued by recognised Consortia/ Bodies, that sets the certifiable features of the product and the detailed plan of assessments to be performed in order to determine conformity and guarantee maintenance throughout the certificate's validity period.

2.7 Company control procedures

Documents that provide information on the measures applied by the Organisation to keep under control its productive processes and the features of the product being certified.

2.8 Conformity certification

Act in which a third independent body states that, with reasonable reliability, a certain product or process or service complies with a reference Document.

2.9 Organisation

Term used to indicate the Entity that applied for certification.

2.10 Audit Team

Staff entitled by CQY to carry out the audit.

2.11 Assessment, evaluation and audit are used in the following text as synonyms.

3. GENERAL CONDITIONS

3.1 The Certification is available to any Organisation that requests it, regardless of their type.

3.2 In order to start a certification procedure, the applying Organisation shall:

- implement the service production and/or transformation and/or supply process, in compliance with the reference certification standard;
- accept the rules set by these regulations and all the conditions set by CQY.

3.3 The application acceptance, Certification issue and its maintenance are subject to the due fees.

Failure to comply with these obligations within the set deadline shall lead to the suspension or revocation of the Certificate pursuant to articles 7 and 8.

3.4 The Organisation undertakes to keep all its products/processes/services compliant with applicable and binding law requirements (such as directives, laws, regulations). CQY is responsible for verifying that the Organisation knows and can manage all the binding aspects connected to the product subject to certification, on the base of a sample appropriate to the audit times.

3.5 Prior to initiating the Certification process, where applicable, a preliminary visit may be requested with the aim of determining the Organisation's level of preparedness in relation to the requirements of the Technical Document, the applicable Standard, or other relevant reference documents. This visit is documented but is not considered for the purposes of the Certification audit.

3.6 CQY manages a list of certified Organisations, available on the website www.certiquality.it.
CQY also makes the data public in the event of suspension, revocation and withdrawal of certification where required.
Similar information is transmitted to the Entities with which CQY has established recognition agreements. The Organisation may also be included in the database of Accreditation Bodies, which in turn may also make the information on their site available to bodies that have signed publication agreements (e.g. Chambers of Commerce).

3.7 The validity of the Product/Process/Service Certification begins on the date the certificate is issued; therefore, products, processes or services sold or supplied prior to that date cannot be considered covered by the Certification. Similarly, products/processes/services sold or supplied after the Certification expiry, withdrawal or revocation cannot be regarded as covered by the Certification.

4. PROCEDURE TO CERTIFY THE CONFORMITY OF PRODUCTS/PROCESSES/SERVICES

4.1 An Organisation wishing to obtain certification for its product/process/service against a Technical Document, Standard or other applicable reference shall request a quotation by submitting an application accompanied by the required documentation. Where provided for by the Standards or TDs, the Organisation shall send the company control procedures to CQY.
CQY analyses the documents provided in order to evaluate the completeness and appropriateness of the general information and then formulates and sends a quotation.
By signing and accepting the quotation, the contractual relationship between the parties is finalised. The Organisation also undertakes to respect and accept the provisions of these Regulations and subsequent amendments, which form an integral part of the quotation and for which the Organisation declares that it is familiar with the contents.
Certiquality's Regulations are available on the website www.certiquality.it in the Regulations section.
For the certification of foreign organisations, all the conditions that regulate the granting of certification to local organisations apply, except for special provisions related to agreements made by CQY in the international field and aspects of local legislation.

In the case of public tenders, it is possible that, depending on the requirements set out in the tender specifications, a different procedure may be followed or different documentation may be used than that described in these Regulations.

Certification activities cannot start until the contract has been signed for acceptance by the Client.
Certification is only granted and maintained if there is a legally valid certification contract.

Where the certification application requires the Institute to issue a new TD, the quotation will include this document's drafting costs along with those for its approval by the Technical Commission.

4.2 Validation of reference documents

For the assessment and validation of the TDs, CQY engages experts competent in the sector in which the company operates, as well as members delegated by the Committee for the Safeguarding of Impartiality to represent the interested parties.

The Institute then informs the Organisation of the reference Document's validation.

4.3 Audit planning and practice

Following acceptance of the quotation, CQY and the Organisation agree on the period during which the audit is to be carried out. Acceptance of the contract does not directly or indirectly presuppose an obligation to certify. CQY appoints an Auditing Team and notifies the Organisation of the same. Within 5 days of receiving the notification, if there are justified reasons not related to the competence of the Auditors, the Organisation may request in writing the replacement of one or more Auditors, specifying the reasons.
One member of the Team acts as Auditing Team Coordinator.
The Audit Team may also be constituted by one member only. The audit is normally conducted at the Organisation's site(s) and, where necessary, at any worksites at which the activity subject to certification is carried out.

The audit consists of a detailed assessment of the conformity of the Organisation's documents against the reference Document. The Organisation must ensure that:

a) all documents and records relating to the product/process/service for which Certification has been requested are made available to the Auditors;
b) the Auditors are assisted during the audit;
c) depending on the needs of the audit, access to the Information System is allowed.

Upon completion of the audit, the Audit Team meets to discuss the findings and process collected data. At the closing meeting, and in the presence of the Organisation’s Management, the Audit Team presents the results of the assessment and any findings identified with respect to the applicable standard, specifying any discrepancies detected. During the meeting, the Organisation has the opportunity to discuss with the Audit Team and clarify its position on what has been communicated.
The report prepared by the Coordinator and delivered to the Organisation contains the results of the audit.

4.4 Assessment of the features of the product/process/service

In order to assess that the features of the product/process/service being certified comply with the reference Document's requirements, where provided, the product is analysed. As provided for in the CP, this assessment can be carried out before, during or after the Organisation quality management System's assessment.

Where analyses are requested, the audit team collects samples of the product and sends them to the laboratories – accredited according to the UNI CEI EN ISO/IEC 17025 standard – that signed a regular agreement with CQY.
Analyses have a positive outcome if the CQY, having examined the test report, ascertains that the results comply with the reference Document's requirements.
If the outcome is negative, the certification process is suspended, until the Organisation conforms its product with the due requirements and requests the Institute to repeat the analyses within a given period of time.
The test outcome is evaluated to issue a certification, and is available for the Organisation upon request.
In the case of a service or process certification, conformity must be assessed against the requirements of the specific Technical Document in which the service/process features and the control methods are defined in an objective and measurable manner.

4.5 Certification issue

Should any non-conformity be raised, the Organisation shall present to the Institute a corrective action plan to meet the requirements needed for the Certification to be issued.
In addition, the Organisation will have to demonstrate that the corrective actions have all been implemented and checked by it or that there is a clear and credible commitment by it to achieve full compliance within a defined timeframe. CQY may request documentation to support the management of corrective actions.
CQY may carry out a further supplementary audit covering either part or all of the assessment, where there is no objective evidence that full compliance has been achieved.
In the case of major classified non-conformities, the implementation of Corrective Actions must be completed by the Organisation and verified by Certiquality before the certification decision is made.
The effectiveness of the corrective actions plan will be assessed by CQY during the following audit, and, if the outcome is positive, the test results and the audit results will be submitted to the relevant Technical Commission for resolution. Once the Certification is issued, the Institute delivers the Certificate to the Organisation.

4.6 Surveillance

At certified Organisations, CQY conducts annual surveillance audits, consisting of a comprehensive review to verify the continued conformity with the requirements and the consistency of the Organisation’s self-monitoring results against the applicable reference Document. Subsequent audits must be carried out within 12 months of the previous one. The audit's frequency may vary depending on the regulations.
Based on the audit outcome, the Technical Commission may request an additional audit to the annual one, aimed at promptly assessing the critical aspects raised.

Surveillance audits are submitted to CQY, whose decisions are promptly communicated to the Organisation. The month indicated in the communication is the deadline for the audit to be carried out, and must be met by the certified Organisations.

In exceptional cases, in order to meet certain justified company requirements (to coincide the maintenance audit with other Certification extension and/or renewal audits, or with audits relating to the same Group, for proven organisational or logistical reasons, etc.), it is possible to postpone the date of the audit up to a maximum of 4 months provided that it is within the reference calendar year (unless otherwise prescribed for specific schemes) by sending a written and justified request to CQY, which reserves the right to assess the feasibility of the request. The granted months of extension will be made up at the next audit.

During the three-year period, an audit can be postponed once only.

In case of non-compliance with these regulations, the Institute will start a certification suspension procedure, which may be followed by its revocation.

Products checks may also include tests on the collected samples, depending on the product's type, on the production and/or on the transformation/processing activities, and/or on the warehouses and/or on the distribution and retail sites. These assessments will follow the general rules provided for in paragraph 4.4 of these Regulations.

4.7 Unscheduled Audits

Unscheduled extraordinary audits may be conducted, with at least two working days' notice and also without notice, when CQY deems it appropriate. For example: to check correct handling of complaints received by CQY; to check the impact of organisational changes; due to requests from control bodies (in this case the bodies themselves may be present at the audit); following reports of incidents or serious measures against the Organisation. In such cases, the Organisation may not request the replacement of the appointed Auditors.
In both the case of refusal to accept the Auditors, and in the case of finding a "non-conformity", the cost of the unscheduled audit is charged to the Organisation.
Nothing is charged in the event that the unscheduled audit does not reveal any "non-conformities".

5. VALIDITY OF THE PRODUCT CONFORMITY CERTIFICATION

The Certification issued by CQY is subject to periodic monitoring and a full review of activities at least once a year.
Unless otherwise specified in the relevant certification standard, the certificate issued shall state the three-year expiry date and indicate the type of certification system applicable, as defined in the UNI CEI EN ISO/IEC 17067 standard.
During the period of validity of the Certification, CQY is responsible for verifying that the Organisation, which is responsible for the conformity of the product/process/service, ensures that the conditions which led to certification in accordance with the reference Document remain unchanged.
The renewal audit must be carried out at least 1 month prior to the expiry date stated on the certificate so that the review and decision on the renewal of the certification can be completed before the certificate expires.

Maintenance of Certification is also subject to application of the provisions laid down in art 12 of these Regulations.

6. RIGHTS AND OBLIGATIONS OF THE ORGANISATION HOLDING A CERTIFICATION

6.1 Following the achievement of the certification, the Organisation may advertise it as deemed appropriate, provided that it correctly refers to the product/process/service, to the reference document and to the limitations of the Certification obtained in accordance with REG 02 “Regulations for the use of certificates and trademarks”.
Upon verifying any incorrect use of the Certification, CQY shall take measures to prevent its continued misuse and to safeguard its own interests.

6.2 The certification is granted to the Organisation in accordance with the reference standard and applies solely to the certified products/processes/services and to the operational units specified in the Certificate; it is not transferable to other units.
An Organisation that wishes to extend the scope of application must submit a request to CQY, which will open an appropriate extension procedure.
Personal or organisational changes, changes in ownership, changes in the corporate structure or slight changes in the description and editorial aspects of the subject of the certification must be communicated to CQY, and may allow the certification to be maintained, with the possible re-issuing of the Certificate.
Depending on the extent of the changes, CQY reserves the right to request additional documentation or to carry out audits on the Organisation’s premises in order to ensure that the changes do not alter compliance with the reference standard.

6.3 A Certified Organisation shall undertake:

- to keep its product/process/service and its management system consistent with the certified requirements;
- to accept, at its own expenses, the evaluation audits necessary to keep the validity of the Certification issued;
- not to use their certification in any way that could damage the reputation of CQY and/or the certification system and undermine public confidence;
- to allow access to its premises and information systems to CQY Auditors, Observers or Experts, and to Auditors from Accreditation Bodies, and to assist them during audits; in the event that the Organisation refuses access to CQY Observers or to control and accreditation bodies accompanying Certiquality Auditors, CQY may decide to deny, suspend or withdraw the Certification;
- to allow CQY to carry out surveillance activities by conducting assessment visits on production and the quality system, in accordance with the Product Control Plan;
- to record all customers' claims regarding the nonconformity of the certified products against the applicable reference Document, and put them at the Institute's and its Auditor's disposal during surveillance audits;
- to implement and provide evidence of the due corrective and/or preventive actions deriving from these claims or from any product deficiency that could affect the conformity to the certification's requirements;
- to cease the display or any other use of the Certification documents (and, where applicable, CQY symbols or logos) immediately upon expiry,

suspension, revocation, waiver and consequent withdrawal of the Certification; if the scope of certification is reduced, to correct all relevant documents accordingly.

6.4 Obligatory notification of any ongoing judicial and/or administrative proceedings. The Organisation that holds Certification undertakes to:

- promptly inform the Institute within 5 days of the event, by e-mail, registered letter with return receipt, or registered e-mail, of any non-compliance identified by supervisory authorities, as well as any suspensions or withdrawals of authorisations, permits, etc., relating to the production or delivery of products and/or services covered by the certification;
- promptly inform the Institute of any pending judicial and/or administrative proceedings regarding the certification's object, without prejudice to the legal limitations;
- promptly notify the Institute within 5 days of any product recall;
- promptly notify any accident or serious injury;
- keep CQY informed of developments in these proceedings.

With respect to the above, the Institute reserves the right to carry out necessary and prompt additional audits and, if needed, to suspend and/or revoke the certification issued, based on an ascertained non-conformity finding within the Organisation.

6.5 In the case of certifications issued under accreditations, the Organisations undertake to be familiar with and apply all the regulations provided for in the Accredia Technical Regulations, available on the website www.accredia.it

7. SUSPENSION OF CERTIFICATION

7.1 CQY may suspend the certification if problematic issues arise or if deficiencies continue after the deadline set for their elimination.

Such deficiencies can occur when:

- the audit raises non conformities that affect the features, quality and safety of the products/processes/services subject to certification, or if deficiencies against the requirements of the quality system are reported;
- laboratory tests yield negative results;
- the Organisation does not send evidence of the management of major non-conformities detected during the audit in due time;
- the Organisation refuses to undergo periodical audits in accordance with par 4.6;
- the Organisation refuses to undergo additional or supplementary audits;
- the Organisation fails to notify the Institute of any significant change to its product/process/service and/or to its organisation;
- improper use of the Certification (symbols or logos) persists;
- there is any other failure to comply with the certification requirements, with these regulations or with the CQY procedures;
- there are any shortcomings or issues with regard to mandatory product/process/service requirements;
- the Organisation does not inform CQY in accordance with par. 6.4;
- payment of services already completed has not been made, with respect to any type of service performed by Certiquality, whether or not related to the certification; when the Organisation is in default more than once in the same three-year programme, the certification shall be revoked.

7.2 Following the decision of the Technical Committee, the suspension is notified by registered letter with return receipt or by registered email, specifying the effective date, the duration and the reason for the suspension; the ban on advertising activities and on the use of the logo; and the conditions under which the suspension may be lifted. The suspension may concern either all or part of the production/products, and this is specified in the suspension notice.

The certified Organisation shall take prompt and appropriate measures to correct any non-compliance with the CQY regulations, and formally communicate the proposed or implemented corrective actions. The suspension will only be lifted when CQY has ascertained satisfactory restoration of compliance with the certified requirements.

CQY reserves the right to carry out a reinstatement audit of the Certification on the Organisation's premises, with the same duration as a renewal audit.

All the costs for additional audits shall be paid for by the Organisation.

In exceptional cases, and only once during the three-year certification period, the Organisation may request, for a maximum period of six months, suspension of Certification; the decision is subject to deliberation.

The Organisation can request a suspension of up to 12 months for seasonal products, due to lack of production. If production cannot be resumed, and in the absence of a specific waiver from the Organisation, CQY shall revoke the Certification.

8. REVOCATION OF CERTIFICATION

8.1 CQY's Technical Commission may revoke and cancel the Certification in case of:

- non-compliance with the requirements and regulations deriving from the application of articles 4.6, 6, 10 of these Regulations;
- failure to eliminate the causes leading to the suspension within the deadlines established by CQY;
- serious non-conformities affecting the features, quality and safety of the certified products/processes/services or shortcomings with regard to relevant requirements of the quality system;
- repeated failure to comply with the time and manner of closure of the non-conformities detected;
- breach of laws or legally binding regulations regarding the products or processes object of the certification;
- persistence of the default condition for more than 1 month from receipt of the administrative suspension notice (warning) sent by CQY by registered letter.

The decision to revoke the Certification shall be notified by the Institute via registered letter with return receipt/registered email.

8.2 Following revocation, the Organisation undertakes:

- to return or destroy the original CQY Certificate;
- not to use any copies or reproductions;
- to remove from headed paper, technical documents and advertising material any reference to or symbol of the CQY Certification;
- to notify customers thereof in a manner similar to that used to communicate the granting of the Certification.

8.3 Following revocation, CQY shall:

a) delete the Organisation from the Register of certified companies;
b) withdraw the Certificate.

If the certification is revoked for administrative reasons, an Organisation that regularises its position within one month may request reinstatement of the Certification, provided that the technical conditions are met. The withdrawal of the Certification shall not entitle the Organisation to reimbursement of the amounts already paid of any kind and entails payment of a penalty, as set forth in Section 12.1.

9. WITHDRAWAL OF CERTIFICATION

The Organisation may renounce its Certification by written communication (registered email or registered letter with return receipt):

a) at the end of the three-year period, by providing formal notice at least three months in advance;
b) in the event of amendment of the reference standards, as set forth in article 10 of these Regulations;
c) in the event of non-acceptance of any revisions of these Regulations;
d) in the event of non-acceptance of changes in the economic conditions established by CQY;
e) in the event of cessation of activity or transfer of the Company branch to a juridical subject other than the one that obtained the Certification, legal provisions, bankruptcy or winding up of the Organisation.

In the event of renunciation following transfer to a different party, the validity of the contract continues until the end of the three-year period, subject to CQY checking that all the conditions that led to granting of the certification have been maintained.

In cases b), c), and d), notification shall be sent by the Organisation within one month from the date on which the Institute has notified the amendments.

In cases b), c), d) and e), the withdrawal becomes effective from the date of notification by CQY acknowledging the withdrawal, with the Certification simultaneously becoming invalid.

Following withdrawal, the Organisation undertakes to comply with the provisions of art. 8.2 and CQY applies the provisions of sec. 8.3.

In the event of withdrawals for reasons other than those stated above, the Organisation is obliged to pay a fee in accordance with art. 12.1.

10. AMENDMENTS TO THE REFERENCE STANDARDS AND/OR TO THE CONDITIONS FOR THE CERTIFICATION ISSUE

Certification requirements may change as a result of:

a) amendments and/or update of laws or reference standards for the certification, or of the Institute's TD and respective CP;
b) amendments to the conditions for the Certification issue;
c) amendments of the Specifications by bodies or consortia.

In cases a) e b), CQY shall promptly notify the certified Organisations or Organisations undertaking the audit process, requesting them to comply with the new requirements within a deadline that will be set by CQY in consideration of the extent of the amendments.

Subjects that are not willing to comply with these, can renounce the Certification by notifying CQY as provided for in article 9 of these Regulations.

11. CONFIDENTIALITY

All records (documentation, letters and communications) relating to the activities connected with the Certification of the requesting Organisation shall be regarded as confidential and made available only in accordance with the provisions of the agreed internal procedure.

CQY personnel who, in the course of performing their duties, become aware of the contents of such documents are bound by professional secrecy.

Access to and consultation of certification-related documents is reserved solely for the departments involved in the certification process, the certified Organisation, and the control and accreditation bodies.

In the event that information relating to the Organisation has to be disclosed due to legal obligations, CQY will notify the Organisation accordingly.

With the exception of these cases, CQY does not disclose information about certified Organisations without their written consent.

However, CQY operates in full compliance with the requirements of Regulation (EU) 769/2016 (General Data Protection Regulation).

12. ECONOMIC CONTRACTUAL CONDITIONS

12.1 Fees

The Certification quotations prepared by CQY are based on the financial principles and criteria defined by the Board of Directors.

The contract is valid for three years and the terms of renewal are defined in the specific contract signed by the parties.

Any request by the Organisation to change the audit programme may entail the payment of an additional fee to be defined according to the increased costs encountered. If the request is made within 5 working days prior to the agreed date, CQY reserves the right to charge an amount equal to 50% of the audit fee.

The fees for the activity carried out by CQY shall be paid by the Organisation even if they fail to obtain Certification for reasons not attributable to CQY itself.

In accordance with Articles 8 and 9 of these Regulations, in the event of revocation or withdrawal of the Certification, the Organisation shall be required to pay CQY a penalty equal to 20% of the total value of the contract over the three-year period, subject to a minimum of €500 and a maximum of €5,000.

12.2 Payment conditions

The fees related to the Certification and its maintenance shall be paid to the Institute following the indications reported on the invoice issued from time to time. Failure to comply with the above obligations entails application of the provisions laid down in articles 7 and 8 of these Regulations.

13. RESPONSIBILITIES

The Organisation undertakes to ensure the completeness and truthfulness of the documents and information made available to the Auditors appointed by CQY.

Certiquality is explicitly discharged from any liability in the event of missing or incomplete communication of data, as well as in the event that such data does not correspond to the actual situation of the company CQY is responsible for checking that the Organisation's Management System is able to effectively manage compliance with the laws and mandatory standards relating to the products supplied and/or services provided, although it does not assume any direct responsibility for the adequacy of the technical choices made for this purpose by the Organisation - which remains solely responsible - nor for ascertaining compliance with legal requirements.

CQY certification does not exempt the Organisation from legal obligations relating to its products/processes/services, nor from contractual obligations towards its clients, and excludes any liability or warranty obligations on the part of CQY.

In particular, it is agreed that CQY shall not be held liable for defects in products, processes and services supplied by the Organisation to third parties, within the limits and in the cases provided for by current legislation on liability for defective products, as set out in Legislative Decree No 206 of 6 September 2005, as subsequently amended and supplemented (Consumer Code), as well as applicable European legislation, including Directive 85/374/EEC, as subsequently amended and most recently replaced by Directive (EU) 2024/2853.

CQY is not responsible for inadequacies or damages of any kind caused by the Organisation's activities or by its products, processes or services.

Certiquality shall not be held liable for any potential misstatements contained in the databases of Accreditation or Control Bodies, particularly where such data is transmitted by them to other entities.

14. APPEALS

Any Organisation with an interest may appeal against any of the Institute's decisions. Such appeals must be sent by registered letter to Certiquality within 30 days from the notification of such decision. CQY shall provide written confirmation of receipt of the appeal.

Certiquality shall submit such appeal to a dedicated committee which shall render a reasoned decision within 30 days. For justified reasons, the Appeals Committee may reach a decision within 60 days.

If the appeal is not upheld, the measure becomes final; if it is upheld, the measure is annulled or revoked. The loser shall bear the costs.

15. DISPUTES

Any dispute relating to the application or interpretation of these regulations shall be deferred to the exclusive jurisdiction of the Court of Milan.

16. COMPLAINTS

Anyone may submit reports/complaints regarding any behaviour of the Institute or the certified Organisations that may be regarded as not being in line with the reference standards.

Said reports/complaints must be submitted in writing, by letter, e-mail, or registered e-mail; if received by telephone, they must subsequently be formalised by the reporting party.

CQY undertakes to keep the complainant informed of the outcome of the complaint.

Anonymous reports/complaints are not taken into account.