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

1. DESCRIPTION OF THE INSTITUTE

CERTIQUALITY S.r.l. is a certification institute operating according to the general criteria defined by the UNI CEI EN 45000 e UNI CEI EN ISO/IEC 17000 standards, that, as an independent Body, provides requesting Organisations with services aimed at assessing and certifying the conformity of their products with the reference Standards and Documents.
CERTIQUALITY S.r.l. does not carry out, neither directly nor through sub-contractors, any advisory services to assist Organisations to arrange the activities aimed at obtaining the certification
The Institute's status is described in its Statute.
The Institute's activities are financed by the application of Certification fees.

2. SCOPE AND APPLICATION FIELD

These Regulations define the relationships between CERTIQUALITY S.r.l. – hereafter referred to as the Institute - e the Organisations applying for a Certification.
The Certificate is the document whereby the Institute certifies that a product, process and/or service complies with the requirements of a reference Standard or Document.

The application of these Regulations is supervised by the Committee for Safeguarding of Impartiality, appointed by the Institute's Board of Directors, in which the parties interested in Certification are represented.

3. DEFINITIONS

NB: In the different contexts, the definitions reported on the Technical Documents or Standards against which the Organisation presents the request to receive a Conformity Certification, will be applied.

3.1 Voluntary product Certification

A "voluntary" product certification is based on Technical Documents drafted by the Institute 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 standard, the

ISO/IEC Guide 65, ISO/Guide 67, Guide IAF GD 5:2006 on the ISO/IEC 65 standard and with the requirements of ACCREDIA accreditation (Technical Regulations 11 and 17), as well as with other applicable standards. A voluntary certification differs therefore from a "regulated" one, based on public Specifications is carried out following processes that comply with regional and/or national and/or EU legislation (such as the control of IGP - Protected Geographical Indication - and DOP - Protected Designation of Origin - products, in accordance to the rules set by the Italian Italian Ministry of Agricultural, Food and Forestry Policies).

3.2 Product

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

3.3 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 for by an Organisation.

3.4 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.

3.5 Control Plan

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 subject of the technical document.
The TD may also include a Control Plan, that will then be audited by Certiquality. At the time of certification and maintenance/renewal, the CP shall include the following:
- Sample and analysis assessments 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.

TD and CP are issued by the Institute as provided for in paragraph 5.2, and can be made public upon request.

3.6 Consortia and bodies specifications

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

3.7 Company control procedures

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

3.8 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.

3.9 Organisation

Term used to indicate the Subject that applied for the Certification.

3.10 Audit group (AG/GVI)

Staff entitled by the Institute to carry out the audit.

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

4. GENERAL CONDITIONS

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

4.2 In order for the Institute to start a certification procedure, the applying Organisation shall:

- implement the service production and/or transformation and/or supply process,in compliance with some elements of the quality management, with written procedures and carrying out systematic records.
- accept the rules set by these regulations and all the conditions set by the Institute.

4.3 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 8 and 9.

4.4 The Organisation undertakes to keep all its products/processes/services compliant with the applicable and binding law requirements (such as directives, laws, regulations). The Institute is responsible of verifying that the Organisation knows and can manage all the biding aspects connected to the product subject to certification, on the base of a sample appropriate to the Audit times.
The Product/Process/Service Certification is valid from the issue date of the certificate. All the products/processes/services sold or supplied before this date are therefore not covered by the certification. Likewise, the products/processes/services sold or supplied after the Certification's date of expiry, waiver or revocation, are not covered by the certification.

4.5 Before starting a Certification process, where applicable, it is possible to request a preliminary visit with the aim of assessing the Organisation's preparedness in regards to the technical Document's, Norm/Standard or reference documents requirements. This visit is supported by documentation but is not considered for Certification audit purposes.

4.6 The Institute manages a list of certified Organisations, available on the website: www.certiquality.it. This data is published also in case of suspension, revocation or waiver of the certification.
The same information is also transmitted to the Bodies that have signed recognition agreements with Certiquality. The Organisation can also be introduced in the Accreditation Bodies' database. Such accreditation bodies may make the information on the website available to the signatories of relevant agreements with such bodies (e.g. chambers of commerce).

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

5.1 An Organisation willing to receive the certification of its product/process/service against a TD, Norm or Standard, shall request it to the Institute by filling in the application form and attaching the required documents.
Where provided for by the Standards or TD, the Organisation shall send to the Institute the company control procedures.
The Institute then analyses the documents provided in order to evaluate the completeness and appropriateness of the general information, formulates and sends an offer.
The offer acceptance finalises the contract between the parts, and implies the acceptance of the rules provided in these Regulations and in all the following amendments, available on the website: www. certiquality.it.
The acceptance of a contract does not imply any obligation of certification, neither directly nor indirectly.

Where the certification application requires the Institute to issue a new TD, the offer will include this document's drafting costs along with those for its approval by the Technical Commission.
In case of tenders, a different procedure or documentation from the one described in these Regulations may be used, pursuant to what provided for in the tender's rules.

5.2 Validation of reference documents

The Institutes's Technical Commission, with the addition of experts of the company's operation field and of delegates of the Committee for the Safeguarding of Impartiality appointed to represent the

interested parties (Producers and Consumers), validates the TD.

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

5.3 Audit planning and practice

The Institute appoints an Audit Group, considering the specific experience and any incompatibility between the activities of each of the group's members as well as the Organisation needs, and informs the Organisation, indicating the scheduled audit date. The Organisation may request in writing the replacement of one or more Auditors, whenever there is a justified reason not related to the Auditor's professionalism.
One member of the Group serves as Team Leader, and informs the Organisation of the Audit plan.
The Audit Group may also be constituted by one member only.
The audit consists of a detailed assessment of the conformity of the Organisation's documents against the reference Document.
The Organisation shall make sure that:
a) all the documents and recordings are available;
b) auditors are assisted during the assessment;
c) access to the Information System is granted, based on the audit needs.
Upon completion of the audit, the Audit Group meets to discuss the findings and process collected data.
During the Audit conclusion meeting and in the presence of the Organisation's Management, the Audit Group refers on the findings, specifying any discrepancies reported.During the meeting, the Organisation has the opportunity to discuss with the Audit group and to clarify its position on the findings. The report drafted by the Team Leader and handed in to the Organisation includes the Audit's outcome.
All the audit's documents are then sent by the Team Leader to the Institute.

5.4 Assessment of a product/process/service features

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 analysis are requested, the AG 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 Certiquality.
Analysis have a positive outcome if the Institute, 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 analysis 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, the conformity against the specific TD requirements, defining the service/process object and measurable features and the control modes, shall be evaluated.

5.5 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.The Organisation shall also prove that these corrective actions have been implemented and verified, or that there is a specific and reliable commitment to reach conformity within a certain period of time.

The Institute may request supporting evidence of the corrective actions management.
I there is no objective evidence that the full conformity has been achieved, the Institute may start a supplementary partial or total audit.
The corrective actions plan effectiveness will be assessed by the Institute 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.

5.6 Surveillance

Surveillance audits are carried out annually at the Certified Organisations' premises. These consist of a complete reassessment to verify that the continuity of conformance to requirements and of the company's self-check results against the reference Documents. 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 the Technical Commission, whose resolutions are promptly communicated to the Organisation by the Institute. The month indicated in the communication is the deadline for the audit to be carried out, and must be met by the certified Organisations.

The Team Leader contacts the Organisation to set the audit date and plan.
In exceptional cases, the audit date can be postponed for up to four months, upon written and motivated request to the Institute, for justified company needs (if the surveillance audit must be carried out at the same time as other Certification extension and/or renewal audits, other audits, or for proved organisation or logistic reasons). The Institute reserves the right to assess whether the request can be accepted or not.
The granted months of extension will be covered up for during the following audit, in order not to reduce the audit set frequency.
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 5.4 of these Regulations.

5.7 Unscheduled Audits

If deemed necessary, the Institute may decide to carry out additional unscheduled surveillance audits.The cost of unscheduled audits shall be paid for by the Organisation, both in case of refusal to receive the auditors and in case of "non conformity" found.
If no “non conformity” is raised, no fee is charged.

6. PRODUCT CONFORMITY CERTIFICATION VALIDITY

The Certification issued by CERTIQUALITY is subject to periodical surveillance and to the complete reassessment of the activities at least once a year; the issued certificate shows the three-year expiry date and the applicable certification system as provided for in the UNI CEI EN ISO/IEC 17067.
During the Certification's validity period, the Institute shall verify that the Organisation, responsible for the product/process/service conformity, keeps the conditions that allowed the certification

against the reference Document unaltered. The renewal audit shall be carried out at least one month prior to the expiry date as shown on the certificate. The Certification maintenance is also subject to the application of what provided for in article 13 of these Regulations.

7. RIGHTS AND DUTIES OF THE CERTIFIED ORGANISATION

7.1 Having obtained a Certification, the Organisation may publish this as deemed necessary, provided that there is appropriate reference to the product/process/service, to the reference documents, and to the limits of the Certification obtained as provided for in REG 02 “Regulations for certificates and trademarks use”.
Should the Institute report the incorrect use of the Certification, it will take measures to stop this and defend its interests.

7.2 The Certification is issued to the Organisation only for the certified products/processes/services and for the operating units listed in the Certificate, and cannot be transferred to any other unit.Should an Organisation want to extend the application field, it shall request this to the Institute, that will start an extension procedure.
The Institute must be notified of any changes related to identification and Organisational data or ownership, changes in corporate structure or slight changes in the description and editorial aspects of the subject of Certification, and this may allow the maintenance of Certification with issue of a new certificate. According to the extent of such changes, the Institute reserves the faculty to request further documentation or perform further audits on site, in order to verify that the changes do not affect the conformity of the certified Management System.

7.3 A Certified Organisation shall undertake to:

- keep its product/process/service and its management system consistent with the certified requirements;
- accept, at its own expenses, the evaluation audits necessary to keep the validity of the Certification issued;
- not to use its certification in such a way as to damage the reputation of the Institute and/or of the certification system, thus compromising the public's trust;
- allow the Institute's Auditor, Observer or Experts and Accreditation Bodies' Auditors to access its facilities and its information system, and assist them during the audit; Should the Organisation refuse to receive the Institute or Accreditation or control bodies auditors with Certiquality Auditors, the Institute may refuse certification issue, suspend it or revoke it;
- allow the Institute to carry out surveillance activities through assessment visits on the production and on the quality system as indicated on the product's audit plan;
- record all customers' claims regarding the non-conformity of the certified products against the applicable reference Document, and put them at the Institute's and its Auditor's disposal during surveillance audits;
- implement and provide evidence of the due corrective and/or preventive actions deriving from these claims, or any product deficiency that could affect the conformity to the certification's requirements;
- cease exhibiting or making any other use of the Certification documents (and, where applicable of CERTIQUALITY symbols and logos), immediately after the expiry, suspension, revocation, waiver and consequent withdrawal of the Certification. In the event of the object of the certification being curtailed, all the relevant documents must be amended accordingly.

7.4 Obligation to provide information regarding any pending judicial and/or administrative proceedingsThe Certified Organisation undertakes to:

- promptly inform the Institute via fax/e-mail, followed by registered letter with return receipt, of any discrepancy reported by the control Authorities, any suspension or revocation of authorisations, concessions, etc. related to the manufacturing/supply of products and/or services related to 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;
- promplty notify any product recall;
- promptly notify any accident or serious injury;
- keep the institute up-to-date on the development of the above-mentioned proceedings.

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

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

8. CERTIFICATION SUSPENSION

8.1 The Institute may suspend the certification if problematic issue 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 certification products/processes/services features, quality and safety, or if deficiencies against the requirements of the quality system are reported;
- laboratories analyses have a negative outcome;
- the Organisation fails to meet the deadline to send the evidence of the management of major non-conformities raised during an audit;
- the Organisation refuses to undergo periodical audits in accordance with par 5.6;
- 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;
- the improper use of the Certification, symbols and logos is not corrected;
- there is any other failure to comply with the certification requirements, with these regulations or with the Institute procedures;
- there are problematic deficiencies regarding the binding requirements of the product/process/service;
- the Organisation fails to notify the Institute as provided for in paragraph 7.4;
- If 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, certification shall be revoked.

8.2 Following the decision of the Technical Commission, the suspension is notified via registered post with return receipt, indicating the starting date, the length, the suspension object, the prohibition to perform advertising actions and to use the logo, and the conditions to revoke the suspension. The latter can involve the whole production/products, or part of them, and this shall be indicated in the suspension notification.
The certified Organisation shall take prompt and appropriate measures to correct any non-compliance with the Institute regulations, and formally communicate the proposed or implemented corrective actions.

A suspension is only removed once the Institute has verified that the conformity to certified requirements has been restored. The Institute reserves the right to carry out an audit at the Organisation's premises to verify that the causes that have led to the suspension have been removed within the agreed deadline. Failure to do so shall result in the submission of the certification revocation proposal to the Technical Commission's resolution.

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

Under exceptional circumstances, and only once during the three years of the Certification, the Organisation may request the Certification to be suspended for a short period of time; the matter is then submitted to the technical Commission for authorisation.
The Organisation can request a suspension of up to 12 months for seasonal products, due to lack of production. If production cannot restart and if the Organisation does not explicitly waiver, the Institute shall revoke the certification.

9. CERTIFICATION REVOCATION

9.1 The Institutes Technical Commission may revoke and cancel the Certification in case of:

- non-compliance with the requirements and regulations deriving from the application of articles 5.6, 7, and 11 of these Regulations;
- failure to remove the causes that led to suspension within the deadline;serious non-conformities that affect the certification products/processes/services features, or deficiencies towards relevant requirements of the quality system;
- ongoing non-compliance with the deadline and modes set to resolve any non-conformity;
- breach of laws or legally biding regulations regarding the products or processes object of the certification;
- failure to pay the fees for over one month from the delivery of the administrative suspension communication Institute via registered post.

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

9.2 Following revocation, the Organisation undertakes to: return or destroy the original CERTIQUALITY Certificate.
Not use any copy or reproduction of the Certificate;

- Remove from headed paper, technical and advertising documents any reference to or symbol of the CERTIQUALITY Certification;
- notify customers in the same way as the Certification assignment had been notified.

9.3 Following revocation, the Institute shall:
a) delete the Organisation from the Register of certified companies;
b) withdraw the certificate.

If the certification is revoked for administrative reasons, the Organisation which pays for her arrears can request its reinstatement.
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.

10. WAIVER TO THE CERTIFICATION

The Organisation may waive its Certification:

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 11 of these Regulations;

c) in the event it disagrees with the reviews of these Regulations;
d) in the event it disagrees with the amendments of the financial terms defined by the Institute ;
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.

If the waiver originates from the sale to a different juridical subject, the Contract shall continue to be valid until the end of the three-year period, subject to verification by the Institute of the maintenance of all the conditions that led to certification issue.

In cases b), c), and d), notification shall be sent by the Organisation within 1 month from the date on which the Institute has notified the amendments.

In cases b), c), d) and e), the waiver shall become effective from the date on which the Institute gives notification of its acknowledgement, with contextual termination of the certification validity.

Following a waiver, the Organisation shall comply with the obligations set forth in article 9.2 and the Institute shall comply with what provided for in paragraph 9.3.

In the event of waiver for reasons other than those listed above, the Organisation shall pay a penalty, as set forth in article 13.1.

11. 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 DT and respective AP;
b) amendments to the conditions for the Certification issue;
c) amendments of the Specifications by bodies or consortia.

In cases a) e b) the Institute shall promptly notify the certified Organisations or undertaking the audit process, requesting them to comply with the new requirements within a deadline that will be set by the Institute in consideration of the extent of the amendments.
Subjects that are not willing to comply with these, can waiver to the Certification by notifying the institute as provided for in article 10 of these Regulations.

12. 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.
All the Institute's staff that become aware of the content of these acts while performing their work are obliged not to divulge them. Access to and consultation of certification-related documents is reserved to those Institute functions involved in the certification process to the certified Organization and to the accreditation and control Bodies. If any information related to the Organisation is to be disclosed under legal obligations, the Institute shall give notification thereof to the Organisation. Certiquality can disclose informations on Certified Organizations only with their written consent excepted different law provisions.
The Institute always operates in full respect of the provisions set forth in the Legislative Decree dated 30 June 2003, no. 196 (processing of personal data).

13. FINANCIAL CONDITIONS

13.1 Fees

The certification offers prepared by the Institute are based on the financial principles and criteria defined by the Board of Directors.
Contracts have three-year validity and renewal rules are defined in the specific contract signed by the parties.
As provided by Sections 9 and 10 of these Regulations, the Organisation shall pay to the Institute a penalty of an amount equal to 20% of the total contract price for the three-year term, provided, however, that such penalty shall be no less than 500 euros and no greater than 5000 euros.
All requests relating to the amendment of the audit schedule, made by the Organisation, may entail the payment of a supplementary fee, which shall be defined in accordance with the higher expenses incurred. If the request is made in the 5 working days prior to the agreed date, the Institute reserves the right to charge a sum equal to 50% that envisaged for the audit.
Payment for any services performed by Certiquality shall be owed by the Organisation notwithstanding failure of the certification for reasons not attributable to Certiquality itself.

13.2 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-mentioned obligations will result in what provided for in articles 8 and 9 of these Regulations.

14. LIABILITY

The organisation undertakes to guarantee that all the documents and information made at the Institute's auditors disposal are complete and reliable.
Certiquality does not hold any responsibility in case the data are missing or incomplete, or if these do not match the actual company situation.
The CERTIQUALITY certification does not discharge the Organisation from the legally biding obligations related to the products/processes/services and from the contracts obligation towards their clients, excluding any responsibility or guarantee obligation from the Institute.
It is agreed that the Institute cannot be held responsible for any fault of products, processes and services supplied by the Organisation to third parties, in the cases covered by the legislative decree 6/09/2005 n.206 and subsequent amendments and integrations (Consumer Code) by the EEC 85/374 Directive, on the damage responsibilities for faulty products and for systematic or occasional behaviours from the Organisation that do not comply with Laws and/or Regulations.
The Institute is not liable for any inadequacy or damage caused by the Organisation activities, products, processes or services.
Certiquality shall not be liable for any potential error in any database of any accreditation and control body, including when such data shall have been transferred to third parties by any such body.

15. APPEALS

Any Organisation with an interest may appeal against any of the Institute's decisions.
Such appeal must be sent by registered letter to Certiquality within 30 days from the notification of such decision. Certiquality shall provide written confirmation of the receipt of such appeal.
Certiquality shall submit such appeal to a dedicated committee which shall render a reasoned decision within 30 days. Upon justification the appeals committee may render its decision within 60 days,
Upon denial of the appeal, the relevant decision becomes final.
Upon granting of the appeal, the relevant decision is quashed or revoked.

Expenses shall be paid by the losing party.

16. DISPUTES

The only competent court for disputes relating to the application or interpretation of these Regulations shall be the Court of Milan.

17. COMPLAINTS

Anyone may submit communications/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 communications/complaints must be made by letter or fax; telephone communications must subsequently be made in writing by the notifying party.
The Institute undertakes to keep the notifying party informed of the outcome of the notification.
Anonymous communications/complaints will not be considered by the Institute.