REGULATION FOR VOLUNTARY PRODUCT CERTIFICATION

Kiwa Italia Italia S.p.A. – Single-member company subject to management and coordination by Kiwa Italia Holding S.r.l.
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Rev. No.	SUMMARY OF CHANGES	DATE
3	Rebranding, edited fonts and Kiwa logo; edited Regulation code	2025-11-19
2	Deletion of a standard reference	2023-09-07

Verified by:

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1. SCOPE AND APPLICATION FIELD

This Regulation defines the rights and duties and the operational methodology that regulates the relationship between Kiwa Cermet Italia SpA (hereinafter Kiwa Italia or Kiwa) and customer organizations in the services of product certification.

This regulation applies to product certification activities:

a) in agreement with national / international standard on a voluntary basis;

b) in accordance with the reference Technical Documents on a voluntary basis.

The requirements expressed in these regulations are an integral part of the contract stipulated with Kiwa Italia (economic offer, TD Ki – 0410/TD Ki – 0413 and any technical Annexes, *Kiwa Regulations for Certification and General Terms and Conditions of Kiwa Cermet Italia for carrying out the tasks* - hereinafter the *General Terms and Conditions* for brevity). These requirements refer only to the aspects specifically connected to the field of application of the certification required.

It is expressly excluded, from the object of the contract stipulated with Kiwa Italia, any form of consultancy to the Customer, which may impair the nature of the independence of the carried out assessments.

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

2. GENERAL PRINCIPLES AND GUARANTEES FOR THE CUSTOMER

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

a) Absence of discrimination: access to certification services is allowed to any organization that requests it, in compliance with this Regulation, without any discriminatory condition of a commercial, financial or belonging to particular associations

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

- Conduction of certification activities assigned to personnel with no interest in the organization subject to certification, required to observe the behavioural and independence rules established by Kiwa Italia; on this point, Kiwa Italia undertakes to accept any justified reports from the Customer regarding the existence of incompatibility of the assignment, which could compromise the impartiality or independence of judgment;
- Precise application of formalized rules and procedures, in use by all personnel of certification services and periodic consultation with appropriate Parties interested in certification
- Clear separation between the staff performing the auditing activities and the one participating in the certification decision;
- Complete abstention from carrying out assistance activities in the definition and application of the requirements to obtain the Certification.

c) Precise management of complaints and appeals, as defined in § 11 of these Regulations;

d) Confidentiality: In addition to what is regulated in the General Terms and Conditions and in the Kiwa Certification Regulations, Kiwa Italia will arrange for all personnel, including their Auditors, to sign a commitment to confidentiality, as well as a document in which the staff undertakes to treat any data that comes into its possession in compliance with the provisions of the law on Privacy;

e) Accreditations: Kiwa Italia undertakes to inform the Customer of the eventual renunciation, suspension or revocation of the accreditation, as well as to support the Client in the phase of transition to another accredited Body; in such cases Kiwa Italia is in no way responsible for any damage caused to the Customer by the waiver, suspension or revocation of the accreditation; in the aforementioned cases, the Customer has the right to renounce the contractual relationship with Kiwa Italia, without prior notice and without additional charges.

3. MANDATORY REQUIREMENTS AND LEGALITY CONTROL LIMITS

The legislative compliance concerning the object of the certification, will be considered by Kiwa Italia an indispensable pre-requisite for the issue of the certification.

The certification issued by Kiwa Italia, however, concerns only compliance with the reference standard (s), therefore it does not constitute a guarantee of compliance with the mandatory requirements, a specific responsibility of the Customer Organization, which remains solely responsible towards itself and towards third parties, of the legislative obligations connected to the products subject to certification.

In this regard, the audit activities of Kiwa Italia must not be considered as a form of release with respect to any checks carried out by the Competent Authorities.

4. DEFINITIONS AND REFERENCES

Product certification

In this Regulation the term “certification” indicates all the activities performed by Kiwa Italia, on the basis of which it declares, with a high degree of trust, that a product possesses all the requirements of the certification scheme, defined in a “Guideline of evaluation "(Technical Document) or in another normative document, declared applicable by Kiwa Italia itself for the purposes of certification.

The used terms refer to the definitions given in the standard UNI CEI EN ISO/IEC 17000 (in its current edition).

5. INITIAL CERTIFICATION

5.1. General Criteria

The organization, before undertaking the certification process with Kiwa Italia, must meet the following requirements:

- Having verified that the product complies with the requirements for which certification is requested and undertake to maintain compliance with these requirements;
- Accept the conditions set forth in this Regulation;
- Authorize access to the premises, establishments, areas and information necessary to perform the Audit;
- Provide complete collaboration to the Audit Team, making the necessary documentation available;
- Indicate its own Representative as the main interlocutor of the Audit Team and let play to any eventual consultants present during the Audit the role of observer;
- Be responsible for the application of the requisites foreseen by the current regulations regarding safety in the workplace. In the absence of binding provisions, the Organization undertakes to provide Kiwa Italia with a complete and detailed information regarding the specific risks existing in the environment in which the Kiwa Italia staff are destined to operate and about the personal protective equipment necessary for carrying out the assignment, informing Kiwa Italia staff about their correct use. In this regard, the client organization must provide the personnel appointed by Kiwa Italia with the company documentation relating to workplace safety (D.V.R., safety plan, procedures, etc.), limited to items of specific interest. If for such omissions, accidents occur or illnesses are contracted, no charge can be made for any reason at Kiwa Italia;
- Accept, with no additional cost, the eventual presence of auditors of the accreditation / control body, which will be notified by Kiwa Italia with clear illustration of roles. This presence aims to verify that the assessment methods adopted by Kiwa Italia comply with the requirements for accreditation.
- Accept, for the accredited schemes, any checks of the Accreditation Body. In fact, in order to verify that the assessment methods adopted by Kiwa Italia comply with the reference standards, the Accreditation Body may request a visit, called a Market Surveillance Visit, from the certified Organization, directly using own staff. This eventual visit is notified by the Accreditation Body to Kiwa Italia with 7 working day’s notice. Once this communication is received, Kiwa Italia will inform the client organization. The plan of the visit is prepared by the Accreditation Body, which will make it available to Kiwa Italia, then Kiwa Italia will send it to the client Organization. If the Organization does not grant its approval, the validity of the certificate is suspended, until the visit approval is granted, for a maximum period of 3 months. After 3 months, in the absence of approval of the visit, the certification is withdrawn. The Organization will have to make available to the Accreditation Body the documentation that Kiwa Italia has used as a reference during the previous audits. The Market Surveillance Visit does not replace the normal maintenance audits required by the audit program. For the methods of conducting the Market Surveillance Visit, reference may be made to the IAF ID 04 document (which can be

downloaded free of charge from the IAF website: www.iaf.nu). Other methods of control may be adopted by the Accreditation Body, to verify the operation of Kiwa Italia e.g. verifications without notice at the offices of the certified subjects, request for information from organizations or consultancy companies, or other methods of control established by the accreditation body itself.

5.2. Application for certification

The company that intends to request a certification sends a request for an offer to Kiwa Italia.

Kiwa Italia, after collecting the necessary technical information, checking the availability of the means to carry out all the assessment activities and having the competence and ability to perform it, elaborates an offer detailing the procedure, the costs and mentioning the normative or technical document (TD-KI-04xx) and any relevant Technical Annexes and send it to the Company.

In case of acceptance of the offer, the Company sends to Kiwa Italia the offer accepted and signed by the Legal Representative or by his delegate, which represents the contract that will govern the relations between his Company and Kiwa Italia for the phase relating to initial type test and initial surveillance, while the subsequent phase relating to maintenance of the certification, will be regulated with a specific contract (Surveillance Agreement).

Should the offer be modified by the Customer, Kiwa will ask for further clarifications before activating the certification process.

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

5.3. Planning of the audit

Kiwa Italia agrees with the Company the date of the initial certification audit and sends the audit plan to the Customer, with a minimum notice of 3 days, communicating the names of the Audit Team; if there are conflicts of interest, the Company may request replacement within three working days of a member or of the entire Audit Team, giving the reasons for this.

5.4. Certification Verifications

5.4.1 General requirements

The certification checks performed by Kiwa Italia will be based on the requirements of the certification scheme for the product in question, with reference to the Technical Document and to any Technical Annexes (depending on the reference Standard) and to the nature of the product to be certified; they include:

- Tests (laboratory tests on samples) to verify that the products meet the technical requirements of the product and / or of the manufacturing;
- Evaluation of the production process;
- Evaluation of the Quality System and / or the Internal Quality Control scheme;
- Evaluation of the Company's procedures.

The Company must present all the products and relevant information for a careful and valid assessment by Kiwa Italia, allowing the Kiwa Italia auditor to take samples to be sent to the laboratory for the tests required by the Standard / Technical Document applicable, in accordance with the sampling plan reported in the Technical Document and in any Technical Annexes.

5.4.2 Acceptance of the test reports presented by the Company

If the Company submits test reports conducted in accordance with the requirements of the applicable Standard/Technical Document and any Technical Annexes, in order to demonstrate that the requirements for certification have been met, Kiwa Italia will accept these reports, provided they are been issued by an accredited Product Certification Body or a qualified Laboratory. Naturally the tests must have been carried out on the same products for which the Company has presented the certification request.

The laboratory must operate in accordance with UNI CEI EN ISO / IEC 17025 and must be approved by Kiwa Italia by means of audits or must be accredited pursuant to the same Standard by an entity signing the MLA within the EA framework for the type of test required.

5.5. Verification of product and / or manufacturing requirements

Kiwa Italia must verify the products to be certified, with reference to the product and manufacturing requirements defined by the reference Technical Document (T.D. KI-04xx) and in any Technical Annexes.

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

If the initial tests are not passed, these can be repeated at the request of the Company, until the positive result is found (passing the initial tests). The practice will not be examined until the initial tests on the products have been passed. All costs will be borne by the Company, until the positive outcome is met (cost of the new withdrawal and the new test).

5.6. Audit at the Organisation

The assessment of compliance with the requirements of the applicable Technical Document (T.D. KI-04xx) and any Technical Annexes is carried out on the basis of check lists relating to the specific certification scheme.

The main elements to be examined are:

a) Measurement tools and calibration method (internal or external);

b) Raw materials or components purchased;

c) Evaluation of the production process (control of the semi-finished and process parameters);

d) Checks on finished products in order to verify that they respect the technical requirements of the product and / or manufacturing;

e) Review of internal procedures for the management of Non-Conformities (possible corrective actions and complaints);

f) Examination of internal procedures for transport, storage and packaging of finished products.

For items from a) to d), the Company must record, giving evidence of it:

- Type of control;
- Control method;
- Frequency of control;
- The method in which the control results are recorded and stored.

The Lead Auditor (LA) digitally delivers the Audit Report, the reports of non-compliance and/or Comments to the Company representative,

5.7. Corrective actions (CAs)

Corrections and corrective actions, necessary to eliminate the non-conformities that have emerged, must be defined by the Company and communicated to Kiwa Italia within 20 days of the audit, filling in each individual non-conformity report, in the part relating to the “suggested/implemented corrective actions" indicating the methods, timing and responsibility for implementation.

Each module that provides it must be signed by the Company Representative.

The LA evaluates the corrections and the corrective actions proposed and by acceptance or in case comments or clarifications are needed, it communicates them in writing to the Company.

The positive or negative outcome of the evaluation of the CAs is noted on the non-compliance report in the relevant part and approved by the LA.

The actual implementation of the CAs and the closure of the NCs will be assessed by the LA in the subsequent surveillance audit; in the case of major NCs, the evaluation will take place through an additional audit.

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

5.8. Classification of non-conformities (NCs)

Each Non-Conformity found during the audits is classified as follows:

Major Non-Conformity: non-conformity which affects the efficacy or safety of the product and concerns:

- Deviation or total absence of compliance with a specified requirement, found on the basis of objective evidence
- Failure to comply with legal requirements applicable to the product subject to certification.

Minor Non-Conformity: non-conformity which concerns any lack of the standard requirements, which does not fall within the case of the major non-conformities described above, or the partial failure to comply with one or more requirements of the standard and / or with the contract stipulated with Kiwa Italia.

More minor non-conformities, inherent to the same requirement depending on the contents and the general result of the audit can lead to the issue of a major NC.

Minors Non-conforming not resolved and / or not taken over by the Organization may result in the issuing of a Major NC.

Improvement Element (observations): situation detected during the audit which can provide ideas for an improvement of the process subject to certification.

5.9. Certification decision

Kiwa Italia examines the audit documentation produced by the LA, the results of the laboratory tests and, in the event of a positive outcome, authorizes the issuance of the Certificate of Conformity. If the final decision differs from that proposed by the LA, the reasons are communicated in writing to the Company.

The validity of the Certificate of Conformity is subject to the positive outcome of periodic surveillance visits.

5.10. Certification mark and logos

The Company is authorized to apply the certification mark on the certified products as defined by the T.D. Ki-04xx.

For those products for which it is not possible to apply the mark on the product itself or on the packaging, this can be applied to promotional or technical documents in compliance with the provisions present within the T.D. Ki-04xx and always taking care to clearly highlight the reference with the product model to which the mark has been granted.

Kiwa Italia monitors the correct use of the certification mark during surveillance audits and, in the event of incorrect use, undertakes the necessary actions that may include the issue of Major/minor non-conformities and appropriate legal actions.

It is permitted the reproduction (including color) of the certificates of conformity issued by Kiwa Italia, as long as it reproduces the original in full. Partial reproduction is not permitted.

5.11. Timing of the audit

The audits are planned taking into consideration the times shown in the table below:

Initial certification

Calculation	Notes	M-hours[1]
For complete production process		12
Extra production process	Plant (s) in the same area	4
Extra production process	Plant (s) in different area	8
Extra certification scheme	Scheme related to others	2
Extra certification scheme	Scheme not related to others	4
High/Reduced nr. of type of products	Same process	±2

[1] Standard times are indicated. The evaluations are subject to atypical cases. The times are for audits (the audit number is regulated by the reference Annex K).

Maintenance of the certification

Calculation	Notes	M-hours[1]
For complete production process		8
Extra production process	Plant (s) in the same area	2
Extra production process	Plant (s) in different area	4
Extra certification scheme	Scheme related to others	1
Extra certification scheme	Scheme not related to others	2
High/Reduced nr. of type of products	Same process	±2
For commercial extension		0,25

6. MAINTENANCE - PERIODIC SURVEILLANCE

6.1. Audit planning

Upon periodic expiration, foreseen by the T.D. KI-04xx, a surveillance audit must be performed.

Surveillance audits can be performed without prior notice.

6.2. Surveillance Audit

The surveillance audit includes the Test phases at the company and / or at the laboratory according to the provisions of the relative T.D. KI-04xx and to any Technical Annexes, and Audit c / o the Company with the same procedures defined by § 5.3 ÷ § 5.6.

As regards the postponement of the Audit already planned and agreed, point 15.2 of the General Terms and Conditions of Kiwa Cermet Italia is applicable for the performance of the assignments.

The execution of the surveillance audits foreseen in the certification cycle is subject to the regular payment of the previous activities by the Organization.

6.3. Certification Confirmation

Kiwa Italia examines the surveillance audit documentation and any laboratory tests and, in the event of a positive outcome, confirms the validity of the certification.

For major NCs, the Company must promptly activate actions, approved by the Head of the Audit Team, which must be implemented within a maximum period of 2 months, before placing again on the market the products object of the NC, providing for a possible recall of those already distributed.

Any motivated extension requests for the implementation time must be approved by Kiwa Italia.

For minor NCs the corrective action and implementation time proposed by the Company, and sent to Kiwa Italia within 20 days, must be approved by the Head of the Audit Team who, for acceptance or in case comments or clarifications are needed ,notifies the Company in writing.

7. ADDITIONAL AUDITS

Kiwa Italia reserves the right, motivated in writing to the Company, to perform audits and / or additional tests related to the certified product, for the reasons indicated in the Kiwa Regulations for Certification or for requests emerged in the Certification Decision phase.

These additional audits, at the expense of the Company, do not replace and do not modify the procedures and frequencies of the periodic surveillance audits.

8. CHANGES TO CERTIFICATION

8.1 Extension of certification

If the Company requests an extension of the existing certification, Kiwa Italia will issue a new offer and the same procedure described in § 5 will be followed for the certification audit.

8.2 Changes made by the company

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

Kiwa Italia consequently must determine whether an additional test is necessary and inform the Company, communicating its nature, purpose and related costs.

If a supplementary test is required, Kiwa Italia may not authorize the Company to issue products that were manufactured under conditions other than those defined at the time the certificate was issued as certificates.

The authorization is restored when the positive test results are available.

If, on the other hand, the tests show a negative result, in order for the validity of the certificate to be confirmed, they are repeated on new samples at the customer's expense, jointly Kiwa Italia opens an NC to the Company for the management of the consequent actions.

8.3 Extension of the certification to a third company

If the client company (company "a") were to supply their certified products to a third party company (company "b"), with the aim of placing such products on the market with the name of the company "b", the latter company may request certification in its own name following the procedure described in the previous paragraphs.

For the purpose of certification, if the entire production process is carried out at the company "a", without the certified product being modified and / or altered, it can be used (with the consent of the parties expressed in writing) the technical documentation and the reports of the inspections carried out at the company "a".

Companies "a" and "b" declare to Kiwa the existence of an agreement between the parties, in addition to the fact that the surveillance for the products of the company "b" are carried out at the company "a" which undertakes to allow such audits and that the products are not modified in any way by the company "b".

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

9. SUSPENSION, WITHDRAWAL OR REDUCTION OF THE CERTIFICATION

9.1 Suspension, withdrawal or reduction

The Certification may be suspended, withdrawn or reduced for the reasons indicated in the *Kiwa Certification Regulations* or at the request of the client. Kiwa Italia reserves the right to evaluate based on the reasons that led to the suspension/withdrawal/reduction:

- The possibility of requesting the customer to recall products already placed on the market (including those in stock);
- If granting to the Customer to continue with the marketing of products already made within the date of suspension / withdrawal / reduction.

Except in exceptional cases (established in any case by Kiwa Italia) the suspension period cannot last more than 6-12 months, otherwise the certification will be withdrawn.

During the suspension period the customer loses the right to use the Kiwa Italia Certification Mark and the certificate and is deleted from the lists of Organizations with certified product.

If the customer does not implement the actions indicated by Kiwa Italia for the restoration of the suspended certification, the certification will be withdrawn or, in possible cases, the field of application will be reduced.

The certification reduction involves the issue of a new certificate, indicating the field of application for which the certification has remained valid, and the withdrawal of the old certificate. The customer must also promptly adapt all forms of communication and advertising relating to the certification with reference to the new reduced field of application.

Following withdrawal of the certification, the Organization loses the right to use the Kiwa Italia Certification Mark and is deleted from the lists of certified organizations.

Following withdrawal, as regards the part of the year covered by the Certification, the Company must pay Kiwa Italia the annual maintenance cost already defined, proportionally to the period of validity of the certificate itself. Visiting costs and maintenance tests, if already performed, will be fully invoiced.

The withdrawal of the certification involves the automatic termination pursuant to art. 1456 of the Italian Civil Code of the contract to which this regulation applies, without prejudice, in any case, to the compensation of any damage suffered by Kiwa Italia.

Kiwa Italia reserves the right to communicate the suspension, withdrawal or reduction measure to the accreditation bodies (for certification covered by accreditation) and / or to other third parties that request it.

10. ADVERTISING

The Company, once obtained the Certificate of Conformity, has the right to make public the news of the authorization to use the mark or the certificate of conformity for the products covered by the certification. In any case, the Client Company must pay attention so that in its publications and in its advertising, there are no misleading references to the products covered by the certification.

11. COMPLAINTS AND APPEALS

11.1 Complaints

The Organization may file a documented complaint concerning to the certification activities in place with Kiwa Italia.

This complaint may arise from inconveniences occurring during the certification process, such as, for example, delays in completing the various phases and / or incorrect behaviour on the part of the Body's Auditors.

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

To ensure a correct management process, all complaints are coordinated by personnel who are not involved in the activities subject to complaints.

Kiwa Italia will establish with who complains if and to what extent the content of the complaint and its resolution should be made public.

11.2 Appeals

If who complains is not satisfied with the response received, or intends to oppose a decision by Kiwa Italia, he can file an appeal in writing.

The appellant must justify the reasons for his appeal and, if this appeal refers to a decision by Kiwa Italia (for example, minutes of major non-conformity), it must be presented to Kiwa Italia within a period of 10 calendar days from the date of notification of the decision.

Appeals are managed by functions which are not involved in the activities subject to appeals.

Kiwa Italia will provide the applicant with a written reply and will notify any actions to be taken within 30 working days of receiving the appeal.

Detailed methods for submitting complaints and appeals can be found on the website www.kiwa.it.

12. FACULTY OF UNILATERAL WITHDRAWAL FROM THE CONTRACT

Kiwa Italia can freely withdraw from this contract by giving written notice to the client organization with six months' notice with respect to the effective date of withdrawal. Withdrawal by Kiwa Italia entails the revocation of the certification issued. However, the Organization is obliged to pay Kiwa Italia the amounts due for the services received during the notice period, as established in the last valid offer.

If the Organization wants to withdraw from the contract, the unilateral withdrawal during the period of validity of the Certification, foresees the observance of the notice periods foreseen in the *General Terms and Conditions and in the Kiwa Certification Regulations*.

In the event of termination of the contract, Kiwa Italia will issue an invoice for the coverage of the remaining certification period in relation to the costs of closing the certification procedure, as established in the last valid offer.

13. UNILATERAL AMENDMENT OF THE CONTRACT

Kiwa Italia reserves the right to amend this regulation at any time. Any new clauses/amendments shall become effective from their written notification to the Customer.

If the Organisation does not accept the amendments, it may terminate the contract by giving written notice by registered letter with return receipt or certified e-mail within 30 calendar days, under penalty of forfeiture, from the day after the communication to Kiwa Italia.

The termination shall become effective from the last working day of the month in which the Customer's notice is received.