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
8	Rebranding, edited fonts and Kiwa logo; edited Regulation code	2025-11-19
7	It is specified that the document refers to TD Ki – 04xx and not only to TD Ki - 0409	2023-08-07

Verified by:

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1. SCOPE AND FIELD OF APPLICATION

This Regulation defines the rights and duties, as well as the operational methodology that governs the relationships between Kiwa Cermet Italia S.p.A. (hereinafter, "Kiwa Italia" or "Kiwa") and the Customer Organisations, in the provision of Product Certification services.

This regulation applies to the following activities:

a) in accordance with national/international standards on a voluntary basis.

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

The requirements stated in this regulation form an integral part of the agreement stipulated with Kiwa Italia (quotation, *the Kiwa Regulation for Certification and General Terms and Conditions of Kiwa Cermet Italia for the performance of orders – hereinafter "General Terms and Conditions"*). These requirements refer solely to the aspects specifically connected with the scope of the requested certification.

The agreement expressly excludes any form of consultancy to the Customer that could affect the nature of independence of the assessments carried out.

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, as well as the General Terms and Conditions, Kiwa Italia applies the following principles:

a) Absence of discrimination*:* the certification services are made available to any Organisation requesting them, in accordance with this Regulation, without any discrimination of commercial or financial nature or regarding membership of particular associations.

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

- Certification activities are assigned to personnel with no interests in the Organisation subject to certification, required to observe the rules of conduct and independence set by Kiwa Italia; regarding this aspect Kiwa Italia undertakes to accept any justified concerns expressed by the Customer regarding the existence of incompatibility of the duty assigned, which could compromise the impartiality or independence of judgement;
- Precise application of formalised rules and procedures used by all certification services personnel and periodic consultation with suitable certification stakeholders;
- Clear separation between the personnel carrying out the audit activity and the personnel responsible for the certification decision;
- Total absence of any kind of assistance in defining and applying the requirements for obtaining the Certification of Management Systems.

c) Prompt management of complaints and appeals, as defined in § 11 of this Regulation;

d) Confidentiality: As well as set out in the General Terms and Conditions and in the Kiwa Regulation for Certification, Kiwa Italia requires all its personnel, including Auditors, to sign a confidentiality agreement as well as a document in which personnel commit to treat any information of which they become aware in accordance with the provisions of the Privacy Act.

e) Accreditations: Kiwa Italia undertakes to inform the Customer of any rejection, suspension or withdrawal of the accreditation, as well as to support the Customer during the transition to another accredited Body; in such cases Kiwa Italia shall not in any way be responsible for any damages caused to the Customer as a result of the rejection, suspension or withdrawal of the accreditation; in the aforementioned cases, the Customer shall have the right to opt out of the contractual relationship with Kiwa Italia, without prior notification and without any additional cost.

3. REGULATORY REQUIREMENTS AND LIMITS OF LEGALITY CONTROL

The legal conformity of the Management System to which the certification refers shall be considered by Kiwa Italia an essential pre-requirement for issuing the certification.

The certification issued by Kiwa Italia does however only regard conformity with the reference standard(s) and it therefore does not constitute a guarantee of compliance with statutory and regulatory requirements. Such compliance is the

specific competence of the Customer Organisation, which retains responsibility towards itself and towards others for the legal obligations involved in the activities for which the certification is issued.

In this regard, the audit activities carried out by Kiwa Italia shall not be considered as a form of waiver of responsibility with regard to possible assessments carried out by the Competent Authorities.

4. DEFINITIONS AND REFERENCES

Product certification

In these Regulations, the term "certification" refers to all activities carried out by Kiwa Italia on the basis of which it declares, with a high level of confidence, that a product possesses all the requirements of the certification diagram, defined in an "Assessment guideline" (Technical Document) or in another normative document, declared to be applicable by Kiwa Italia itself for certification purposes.

The terms used refer to the definitions contained in the following standards (in their edition in force):

- UNI CEI EN ISO/IEC 17000
- UNI CEI EN 45020

5. INITIAL CERTIFICATION

5.1 General criteria

Before starting the Certification process with Kiwa Italia, the Organisation must meet the following requirements:

- Have assessed the conformity of the product to the requirements for which the certification is requested and undertake to maintain the conformity to these requirements;
- Accept the conditions set out in this Regulation;
- Authorise access to premises, plants, areas and information necessary to carry out the Audit;
- Guarantee their collaboration with Kiwa Italia Audit Team during all the Audit activities;
- Appoint an own Representative as the main contact person of the Audit Team and guarantee that any consultant present during the audit maintains the role of observer;
- Be responsible for applying the requirements prescribed by the laws in force on matters of safety in the workplace. In absence of mandatory provisions, the Organisation undertakes to provide Kiwa Italia with a complete and detailed report of the specific risks that exist in the workplace where Kiwa Italia personnel will be working and personal protective equipment necessary for carrying out the appointment, informing Kiwa Italia personnel concerning their correct use. In this regard, the Organisation is required to provide appointed Kiwa Italia personnel Company documentation concerning workplace safety (risk evaluation document, safety plan, procedures, etc.), limited to aspects of specific interest. If for those omissions, injuries occur or illnesses are contracted, no charges can be made for any reason to Kiwa Italia.
- Accept, without additional costs, the possible presence of auditors from the accreditation/control body during the audit. Kiwa Italia shall inform the Organisation with regard to the possible presence of these auditors with a clear introduction of roles. Their presence has the aim of assessing that the evaluation methods used by Kiwa Italia comply with the accreditation requirements.
- Accept, for accredited schemes, possible controls carried out by the Accreditation Body. In fact, in order to assess that the evaluation methods adopted by Kiwa Italia comply with the reference standards, the Accreditation Body can required to carry out an audit, known as a Market Surveillance Visit, at the premises of the certified Organisation, directly with its personnel. This possible visit is communicated by the Accreditation Body to Kiwa Italia with a notice of 7 working days. Upon receipt of such communication Kiwa Italia shall inform the Organisation. The audit plan is prepared by the Accreditation Body, which it shall make available to Kiwa Italia; Kiwa Italia will then proceed to send it to the Client Organisation. If the Organisation does not grant its approval, the validity of the certificate shall be suspended until such time that it has accepted the visit, for a maximum period of 3 months. Following the expiration of the 3-month period, in the absence of consent to the visit, the certification shall be withdrawn. The Organisation shall make available to the Accreditation Body the documentation that Kiwa Italia has taken as reference during previous audits. The Market Surveillance Visit does not replace the normal maintenance certification audit provided by the Audit Programme. The Market Surveillance Visit procedures are outlined in the

IAF ID 04 document (free download from the IAF website: http://www.iaf.nu). Other methods of control can be adopted by the accreditation Body, in order to verify the activities carried out by Kiwa Italia, e.g. unannounced audit at the premises of certified subjects, request of information to Organisations or Consulting Companies, or other methods of control established by the accreditation body.

5.2 Certification request

The Company that intends to request a certification has to submit a request for quotation to Kiwa Italia.

After having collected the necessary technical information, having assessed the availability of means in order to carry out all the assessment activities and having assessed the competence and ability to carry out these activities, Kiwa Italia draws up a quotation detailing the procedure, the costs, indicating the reference technical or regulatory document (KQ TD Ki – 04xx), and sends it to the Company.

In case the offer is accepted, the Company sends back the offer to Kiwa Italia, accepted and signed by the Legal Representative or by a person authorised by the latter, which represents the contract that shall govern the relationships between the Company and Kiwa Italia for the phase pertaining to initial type tests and to initial surveillance, while the subsequent phase pertaining to the maintenance of the certification shall be governed through a special contract (Surveillance Agreement).

In case the offer is sent back with changes made by the Customer, Kiwa Italia shall ask for additional explanations prior to staring the certification process.

In case the Company wishes to withdraw from the contract prior to obtaining the Certificate of Conformity, it shall be required to pay for all expenses already incurred (e.g. audits or tests already carried out) plus the closing expenses of the certification, according to the provisions of the last valid offer.

5.3 Audit planning

Kiwa Italia shall agree with the Company on the date of the initial certification audit and send the audit plan to the Customer, at least 3 day in advance, indicating the names of the members of the Audit Team; in the event of any conflict of interest, the Company shall be entitled to request the replacement, within three working days, of one member or of the entire Audit Team, providing suitable justification.

5.4 Certification audits

5.4.1 General Requirements

The certification audits carried out by Kiwa Italia shall be based on the certification scheme of the product in question, on the reference Technical Document (in relation to the reference Standard) and on the nature of the product to be certified; these include:

- Tests (laboratory tests on samples) to ascertain that the products comply with the technical product and/or manufacturing requirements.
- Evaluation of the production process.
- Evaluation of the Quality System;
- Evaluation of the Company's procedures.

The Company is required to submit all products and relevant information for the purpose of a thorough and valid evaluation by Kiwa Italia, allowing the Kiwa Italia auditor to draw samples to be sent to the laboratory for the tests required by the applicable Standard/Technical Document.

5.4.2 Acceptance of test reports submitted by the Company

If the Company submits reports of tests conducted in accordance with the requirements of the applicable Standard/Technical Document, for the purpose of demonstrating that the requirements needed for the certification have been complied with, Kiwa Italia shall accept said reports, provided that said test reports have been issued by an accredited Product Certification Body or a qualified Laboratory. Naturally, the tests must have been carried out on the same product for which the Company has submitted the certification request.

The laboratory is required to operate in accordance with the UNI CEI EN ISO/IEC 17025 standard and must be approved by Kiwa Italia by mean of an audit, or accredited pursuant to the same standard by a Body that has signed the Master License Agreement in the EA area for the type of test that is requested.

5.5 Verification of product and/or manufacturing requirements

Kiwa Italia is required to verify the products to be certified, in relation to the product and manufacturing requirements defined in the reference Technical Document (KQ TD Ki – 04xx).

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

In case the initial tests are not successful, they can be repeated at the Company's request, until a positive outcome is obtained (passing of initial tests). The file shall not be analysed until the initial tests on the products have passed. All costs shall be charged to the Company, up to the moment of the positive outcome (cost of new sample drawing and of the new testing).

5.6 Audit at the Organisation

The evaluation of conformity to the requirements of the applicable Technical Document (KQ TD Ki – 04xx) is carried out on the basis of checklists pertaining to the specific certification scheme.

The following main elements must be analysed:

a) Measuring instruments and calibration method (in-company or external).

b) Purchased raw materials or components.

c) Evaluation of the production process (check of the semi-finished product and of the process parameters).

d) Checks on finished products to ascertain that they comply with the technical product and/or manufacturing requirements.

e) Review of internal procedures for management of Non-conformities (corrective actions and complaints, if any).

f) Review of internal procedures for the transport, storage and packing of finished products.

For items from a) to d), the Company is required to record, and provide proof of, the following items:

- The type of check carried out.
- The checking method used.
- The frequency of the check.
- The method used to record and retain the results of the check.

The Lead Auditor (LA) shall deliver the Audit report, the original copies of the Non-conformity reports and/or Observations to the Company representative, arranging for the signature of the sections that pertain to the latter and retaining one copy for themselves.

5.7 Corrective actions (CA)

The corrections and corrective actions, needed in order to eliminate any non-conformities that may have come up, must be defined by the Company and communicated to Kiwa Italia within 20 days from the audit, filling in each single non-conformity report, in the relevant section pertaining to the "suggested/implemented corrective actions" and indicating methods, times and responsibilities of the implementation.

Each form that requires it shall be signed by the Company Representative.

The LA shall evaluate the proposed corrections and the corrective actions and for acceptance or in case of comments or need of explanations, shall notify the Company in writing.

The positive or negative outcome of the evaluation of any CAs shall be marked down in the non-conformity report in the relevant section and approved by the LA.

The actual implementation of the CAs and the closing of the NCs shall be evaluated by the LA during the next surveillance audit; in case of major NCs, the evaluation shall take place based on an additional audit.

The treatment of findings/opportunities for improvement shall be assessed on site during the next surveillance audit.

5.8 Classification of Non-conformities (NC)

Each Non-conformity identified during the course of the audits is classified as follows:

Major non-conformity: non-conformity that affects the efficacy or safety of the product and concerns:

- Deviation or total lack of conformity with respect to a specified requirement, identified on the basis of objective evidence.
- Failure to comply with the legal requirements applicable to the product being certified.

Minor non-conformity: non-conformity that concerns any lack of standard requirements and which does not fall within the case of major non-conformities described above, or the partial non-fulfilment of one or more standard requirements and/or requirements of the contract entered into with Kiwa Italia.

Multiple minor non-conformities relevant to the same requirement in relation to the contents and the general result of the audit may determine the issuing of a major NC.

Minor non-conformities that have not be solved and/or not taken over by the Organisation may entail the issuing of a major NC.

Opportunity of improvement (observations): situation identified during the Audit that may provide insights or ideas for improving the process subject to certification.

5.9 Certification decision

Kiwa Italia shall review the audit documentation produced by the LA, the result of the laboratory test and, in case of a positive outcome, authorises the issuing of the Certificate of Conformity.

If the final decision differs from what was proposed by the LA, the corresponding reasons shall be notified in writing to the Company.

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

5.10 Certification mark and logos

The Company is authorised to affix to the certified products the certification mark as defined in the KQ TD Ki – 04xx.

For those products for which it is not possible to affix the mark on the product itself or on its packaging, the mark can be included in promotional or technical documents in compliance with the provisions contained in the KQ TD Ki – 04xx, always being careful to clearly highlight the reference to the product model for which the mark was granted.

Kiwa Italia checks the proper use of the certification mark during the surveillance audits and, in case of improper use, undertakes the necessary actions, which may include the issuing of major/minor non-conformities and suitable 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.

6. MAINTAINANCE - PERIODIC SURVEILLANCES

6.1 Audit planning

At the periodic due date, indicated in the T.D. KI-04xx, a surveillance audit must be carried out.

Surveillance audits may be carried out without advance notice.

6.2 Surveillance audit

The surveillance audit includes test phases at the company and/or at the laboratory, according to the content of the relevant KQ TD Ki – 04xx, and Audits at the Company with the same methods defined in § 5.3 ÷ 5.6.

The postponement of an audit that has already been scheduled and agreed upon, for reasons attributable to the Organisation, must be communicated to Kiwa Italia at least 30 days prior to the scheduled date; otherwise, an amount equal to 50% of the agreed upon fee shall be billed, in addition to any costs that may have been incurred.

The execution of surveillance audits planned during the certification cycle is subject to regular payment of invoices for previous activities by the Organisation.

6.3 Certification confirmation

Kiwa Italia shall review the surveillance audit documentation and any Laboratory Tests and, in case of a positive outcome, confirm the validity of the certification.

For major NCs, the Company is required to immediately undertake measures, approved by the Lead Auditor, that shall be implemented within a maximum period of 2 months, prior to placing the products concerned by the non-conformity back on the market and arranging for a recall, if necessary, of any products that may have already been distributed.

Any requests for extensions justified by implementation times shall be approved by Kiwa Italia.

For minor NCs, the corrective action and the implementation times proposed by the Company, and sent to Kiwa Italia within 20 days, must be approved by the Lead Auditor who, for acceptance or in case comments are made or explanations are given, shall communicate them in writing to the Company.

7. ADDITIONAL AUDITS

Kiwa Italia reserves the right, justified in writing to the Company, to carry out additional audits and/or tests relevant to the certified product, for the reasons identified in *the Kiwa Regulation for Certification* or for requests issued during the Certification Decision phase.

These additional audits, to be charged to the Company, shall not replace nor modify the normal process and frequencies of periodic surveillance audits.

8. CHANGES TO THE CERTIFICATION

8.1 Extending the certification

In case the Company requests an extension of the existing certification, Kiwa Italia shall issue a new quotation and the same process described in § 5 shall be followed for the certification audit.

8.2 Changes made by the Company

The Company is required to notify Kiwa Italia of any changes that are (or may be) directly associated with the quality of its products. (*These changes may concern modifications in the product specifications or changes in the supplier's company management or structure, production or procurement processes, etc.*)

Consequently, Kiwa Italia must determine whether or not an additional test is required and notify the Company accordingly, communicating its nature, aim and relevant costs.

Should an additional test be requested, Kiwa Italia shall be entitled to not authorise the Company to release as certified those products which were manufactured under conditions other than the ones defined at the time the certificate was issued.

The authorisation is restored once the positive results of the test are available.

If, on the other hand, the tests have a negative outcome, in order for the validity of the certificate to be confirmed, the tests shall be repeated on new samples at the Customer's expense; at the same time, Kiwa Italia shall open a NC against the company for the management of the consequent actions.

8.3 Changes to regulations and/or to certification requirements

Applies as indicated in the *Kiwa Regulation for Certification*.

8.4 Extending the test report to a third-party company

In the event that the Customer Company (company "a") has to supply its certified products to a third-party company (company "b"), with the aim of placing the products in question on the market under the name of Company "b", the latter (with the consent of the parties expressed in written form), shall be entitled to ask to be included in the original test report, or to have a test report issued under its name.

For the purpose of meeting this request, it is nevertheless necessary that a special written agreement be entered into between company "a" and company "b" with the aim to clearly govern the relationships between the two entities. In particular, this agreement shall specify that all technical documentation and test reports possessed by company "a", in support of the conformity checks of the certified products, shall be at the full disposal of company "b", which shall also be required to acknowledge the applicability of this documentation to the certified products. Moreover, the agreement shall also indicate that the certification of company "b" shall be withdrawn in case the certification of company "a" is no longer valid.

The extension of the original test report, or the issuing of a new one, may take place without the need to carry out additional tests (only on the basis of the submitted technical documentation), only on condition that the product does undergo any changes with respect to the originally tested samples.

On the basis of said documentation, an Type Exam certificate shall be issued pertaining to the products marketed by the third-party company.

8.5 Extending the certification to a third-party company

In the event that the Customer Company (company "a") has to supply its certified products to a third-party company (company "b"), with the aim of placing the products in question on the market under the name of Company "b", the latter shall be entitled to request a certification under its own name by following the process described above.

For the purposes of the EC certification, in the case where the entire production process takes place at the facilities of Company "a", without the certified product being subjected to any modifications and/or alterations, the technical documentation and the reports of the audits conducted at the facilities of Company "a" can be used (with the written consent of the parties).

The requirements described in the item above concerning the agreement to be entered into between the parties shall also apply in this case. In addition to the above, the agreement shall also indicate that company "b" has been informed with regards to all aspects tied to the manufacturing process and/or to the quality system in order to guarantee conformity of the equipment and that the certification of Company "b" shall be withdrawn in case the certification of company "a" is no longer valid; Company "b" shall be required to notify Company "a" with regards to any claims pertaining to the certified products.

9. SUSPENSION, WITHDRAWAL OR REDUCTION OF THE CERTIFICATION

9.1 Suspension, withdrawal or reduction

The certification can be suspended, reduced or withdrawn for the reasons set out in *the Kiwa Regulation for Certification* or if requested by the Customer. Kiwa Italia reserves the right to evaluate, based on the reasons that have determined the suspension/withdrawal/reduction, whether to:

- Request that the Customer recalls the products already on the market (including products in stock);
- Allow the Customer to continue with the placing on the market of the products already manufactured at the date of the suspension/withdrawal/reduction.

The related communication is sent to the manufacturer by registered letter with return receipt or certified mail, it includes the motivation, duration and conditions under which the provision can be revoked, as well as the limitations on the use of the certificate.

Except in special cases (decided in any case by Kiwa Italia) the period of suspension may not last beyond 6 months, otherwise the certification shall be withdrawn.

During the period of suspension, the Customer Organisation shall lose the right to use the Kiwa Italia Certification mark, the certificate and shall be removed from the lists of the Certified Organisations.

If the Customer Organisation does not put into practice the actions specified by Kiwa Italia for restoring the suspended certification, the certification shall be withdrawn or, where possible, its scope shall be reduced.

The reduction of the certification shall lead to the issuing of a new certificate, indicating the field of application for which the certification is still valid, while the previous certificate must be returned to Kiwa Italia. In addition, the Customer Organisation must promptly adapt all its communication and advertising material pertaining to the certification in question, to the new reduced field of application.

Following withdrawal of the certification, the Organisation shall lose the right to use the Kiwa Italia Certification Trademark and it shall be removed from the lists of certified Organisations.

With regard to the period of the year covered by the Certification, following the withdrawal, the Company shall pay Kiwa Italia the cost for annual maintenance already defined, in proportion to the period of validity of the certificate. The costs of maintenance audits and tests, if already carried out, shall be fully invoiced.

The withdrawal of the certification determines the automatic resolution pursuant to Article 1456 of the Italian Civil Code of the agreement to which this regulation applies, except, in any case, the refund pertaining to any damages suffered by Kiwa Italia.

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

10. ADVERTISEMENT

Once the Company obtains the Certificate of Conformity, it shall be entitled to publicise the news of the authorisation concerning use of the mark or of the certificate of conformity, for the products covered by the certification. In any case, the Customer Organisation has to be careful so that its publications or advertising materials do not contain any misleading references to the certified products.

11. COMPLAINTS AND APPEALS

11.1 Complaints

The Organisation may present documented complaints regarding its dealings with the certification activities provided by Kiwa Italia.

These complaints may arise from problems encountered during the certification process, such as for example, delays in completing the various phases and/or incorrect conduct by Auditors of the Body.

To ensure impartiality, all complaints are managed by personnel who are not involved in the activities subject to complaints.

Kiwa Italia shall record all complaints, examine them and inform the claimant of the actions taken, within thirty days of receiving the complaint.

Kiwa Italia shall establish with the claimant whether and to what extent the content of the specific complaint and its resolution should be made public.

11.2 Appeals

If the claimant is not satisfied with the response received or intends to appeal against Kiwa Italia's decision, the latter can present an appeal in writing.

The claimant must state the grounds for their appeal and, in the event that the appeal refers to a decision made by Kiwa Italia (e.g. the identification of a Major non-conformity), the latter must be presented to Kiwa Italia within 10 calendar days of the decision being communicated.

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

Kiwa Italia shall provide the claimant a written reply and shall give notification of any actions to be taken within 30 working days of the date of receiving the appeal.

A detailed description of how to present complaints and appeals is available on the website www.kiwa.it.

12. RIGHT OF UNILATERAL WITHDRAWAL FROM THE CONTRACT

Kiwa Italia may freely withdraw from the agreement with the Customer Organisation by giving written communication to the Customer Organisation in this regard, with a notice of six months from the effective date of the withdrawal. The withdrawal by Kiwa Italia determines the withdrawal of the issued certification. The Organisation shall, in any case, be obliged to pay Kiwa Italia the amounts due for the services received during the notice period, as established in the last valid quotation.

In the event that the Organisation wishes to terminate the agreement, the unilateral withdrawal, during the period of Certification validity, requires the respect of notice timeframes established in *General Terms and Conditions of Kiwa Cermet Italia for the performance of orders* and in the *Kiwa Regulation for Certification*.

In particular, for notice of less than three months from the scheduled Audit and greater than two weeks, the Customer must pay 50% of the cost for the instalment scheduled for the subsequent activity, as agreed in the agreement. For periods of notice of less than two weeks, the conditions specified in the *General Terms and Conditions* shall apply.

In case of termination of the Agreement, Kiwa Italia shall issue an invoice for the expenses associated with closing the certification file, in accordance with the last valid quotation.