

GENERAL SUPPLY CONDITIONS FOR TESTING ACTIVITIES

(August 2025)

1. Subject

These General Terms and Conditions for Supply (hereinafter the "Conditions") apply to any agreement for the supply of the Testing services to client/customer (hereinafter the "Client" or "Customer"), performed mainly - but not exclusively - on rolling stock, railway infrastructure and their components (hereinafter the "Activities"). These Conditions have also been drafted to implement an effective process that can satisfy the requests and requirements of both parties.

These Conditions, referred to in the offer issued by Italcertifer, unless expressly and specifically waived, prevail over any further condition contained in the documents received from the Client.

The Client is hereby expressly informed that, to allow the performance of the Activities, he must appoint one or more people, with an appropriate level¹ qualification, who will interface with the personnel in charge of the Italcertifer Laboratory Structure (LAB) in order to support the process and to possibly exchange any documentation and information relating to these Activities.

2. Italcertifer S.p.A. – Laboratories' Responsibilities

2.1 Staff Management

With reference to the Activities, Italcertifer guarantees that suitably qualified and trained personnel are available to carry out the tests. To support its own human resources, Italcertifer may use suitably qualified and supervised personnel from third-party companies.

By way of example, the Testing Team (hereinafter 'TT' or SdP – *Squadra di Prova*) includes the following human resources:

- A Technical Manager of the test (RTP *Responsabile Tecnico della Prova*);
- A Test Team Leader (CSP *Capo Squadra Prova*);
- up to three specialized operators identified among Italcertifer qualified personnel.

Before the start of the Activities the name of the RTP will be communicated to the Client informally. The Client has the right to express any reservations within 7 working days by means of formal communication, any silence will be equivalent to assent and acceptance of the indicated RTP.

¹ "Personnel of an appropriate level" means competent company personnel with sufficient responsibility and authority to meet the management needs for the activities covered by the offer/contract with Italcertifer S.p.A.



2.2 Documentation Management

Italcertifier creates and keeps update a dossier for each Activity to adequately receive and store the Customer's documentation (design, technical and/or test documents) necessary for testing activities.

A retention period has been identified for storing and keeping the documentation, produced by both the Client and by Italcertifier Laboratories, based on the potential risks of information/data loss.

The table below indicates the minimum storage duration of records, unless specific regulatory obligations or contractually agreed derogations apply:

Type of Document	Minimum duration of storage
Technical documentation and records	
Testing (generic and specific) and monitoring procedures, operating instructions, technical documents and specifications, method suitability statements, worksheets. Instrumental and environmental recordings and Test Reports, technical letters from the Management.	20 years from the date indicated by the timestamp affixed after the document was issued
Sampling Reports	N.A.
commercial documentation and records	
Contracts relating to the activities of the laboratories and their reviews	10 years from the termination of the contract or from the termination of the activities

If requested by the Client, provided prior authorization from the Laboratory Management, a draft of the Test Report may be sent to the Client himself for the sole purpose of verifying that the information contained within is clear and understandable.

The sent draft will have the following characteristics:

- the document format will be non-editable PDF;
- the document will contain the “DRAFT” watermark on all pages, including annexes;
- the document will be without signatures and, therefore, not formally issued by the Laboratories;

Italcertifier informs the Client that transmitting the test report to third parties in its "draft" state or using it for any purpose other than that indicated above is forbidden.

Italcertifier also undertakes to manage the documents in a private and confidential manner, in accordance with the provisions of the following art. 8, promptly informing the Client in case of any involuntary damage or loss that may occur.



2.3 Impartiality and Independence

All personnel employed in Italcertifer S.p.A. Laboratories Structure have a contractual duty of impartiality and shall refrain from any conflict of interest with the Client, in order to provide the service. They are committed to impartiality and to conduct testing activity without prejudice, in compliance with the commitments made to the market through the National Control Bodies² which monitor the conformity of the testing processes that may be subject to Accreditation and recognition. These contractual clauses also apply to third-party personnel possibly involved by Italcertifer in the provision of services covered by these General Supply Conditions.

2.4 Limitation of liability

Italcertifer's liability for any damage to persons or property arising from the Activities will be limited to a total of EUR 10,000,000.00 (ten million).

The aforementioned limits of liability apply in a similar way to Italcertifer personnel, agents, subcontractors, management and staff.

2.5 Mandatory Insurance Cover

Italcertifer S.p.A. has the insurance coverage prescribed by law for its personnel who will be working to provide the services set out in these General Conditions of Supply at the sites where the work is to be carried out.

2.6 Disclosure Obligation

If the Laboratories accreditation is suspended or revoked, Italcertifer will inform the Client promptly. In this case, Italcertifer and the Client may agree any changes to the contract, without prejudice to the option set out in the following art. 11.

3. Client's Obligations

3.1 Personnel

As specified in the previous art. 1, the Client undertakes to identify and define the personnel authorized to interface with the RTP, appointed by the Laboratories Structure of Italcertifer S.p.A. for the development and performance of the Activities.

If the Client's personnel have to be present at a test, the RTP in charge will be responsible for communicating the rules of conduct to be followed during the test itself, monitoring all participants and providing assistance. Participants must necessarily comply with the instructions provided by the RTP and refrain from acquiring photographic material unless expressly authorized.

Specifically, the RTP will place the guests in a special "CLIENTS AREA" or in an area deemed suitable, in which they must remain during the performance of the whole test.

² The Italian Ministry of Transportation / Ministero dei Trasporti (MIT), dell'Agenzia nazionale per la sicurezza delle ferrovie e delle infrastrutture stradali e autostradali (ANSFISA), e ACCREDIA



3.2 Documentation

The Client must deliver the documentation necessary to carry out the tests, according to agreements and methods previously shared in a formal manner (e.g. by e-mail) between its Interface and Italcertifier RTP.

The documentation must also:

- respect the defined delivery time;
- be produced in time to design the test, in accordance with the activities plan;
- be delivered in electronic format (or, where not otherwise possible, in hard copy);
- embed the signatures of the authorized people, where required.

Finally, it should be noted that:

- documents not signed by authorized people or still in draft cannot be accepted and examined;
- if Italcertifier technicians issues an official questions, the Client is required to answer providing adequate documentation duly signed and/or initiated by authorized personnel (the reply may be sent in advance by e-mail);
- the language used in communications between the Client and Italcertifier will be Italian or English.

3.3 Access conditions in the testing sites

The Client, to allow correct execution of the testing activities and to guarantee the necessary health and safety conditions, both for himself and for his personnel, must commit:

- to view, accept and sign the documentation concerning health and safety in the workplace, drafted for the Activities according with the Italian Legislative Decree 81/2008 and subsequent amendments, as well as, if applicable, to view the general rules of conduct that shall be observed at the plants and test sites where the Activities, including those envisaged in this document, will be carried out;
- to wear the PPE deemed as necessary to be allowed at the various work areas of the plants and test sites where the Activities will be carried out;
- to allow full access to the sample present in the plants where the Activities will be carried out at any times, for any operation and intervention;
- to provide the RTP in advance with the names and contacts of personnel to be present at the plants and test sites where the Activities will be carried out during the tests or other related activities;
- to follow the indications of the RTP.

3.4 Constraints, conditions, limitations, cooperation of the Customer

Italcertifier shall have free access to all documentation and to the sample/samples relevant to the Activities and useful for development, design, construction, installation, validation and commissioning related to the system/sample itself.

By signing the agreement or other legally valid document, the Client undertakes:

- to provide Italcertifier personnel with free access to the sample, also at their own facilities and in the places where testing activities are planned;
- to support Italcertifier in conducting trials and tests where required;



- to promptly send Italcertifier the documentation pertaining to the Activities, according to the times agreed between the parties;
- to make available or to deliver to Italcertifier the sample to be tested, in suitable conditions, both from a technical point of view and from workplace health and safety point of view (for example, a railway vehicle on which activities are to be carried out, must be sanitized prior to delivery\availability, must also have at least one usable restroom, must be air-conditioned, etc.)
- to make the sample available to Italcertifier within one week after of completing the tests, to allow the dismantling of the used instrumentation.

With reference to Accredia accreditation, ITCF Laboratories may find that they cannot perform a test falling within the scope of accreditation of the Laboratories.

This eventuality may be due to the following, for example:

- the test site made available by the Client is not suitable for the tests;
- the test site is not suitable for the equipment to be used during an activity under accreditation;
- the instruments fall not under the full control of Italcertifier (for example, when supplied by the customer),
- measurement fields external to those in Accreditation,
- different test procedures from those reported in Accreditation,
- conditions which do not allow execution of testing activities as required by the accredited method.

This eventuality may also be due to a possible, partial or total, temporary suspension of the Accredia accreditation of the Laboratories.

In all the aforementioned cases, the Laboratories' inability to comply will be clearly stated in the offer.

Any additional activities not included in the offer and requested by the Client during or after the conclusion of the Activities will be subject to a new offer and subsequently invoiced separately.

4. Access to the Client's Facilities - safety obligations

Italcertifier personnel undertake to implement and comply with all the safety and risk-related rules that will be communicated at the entrance to the offices or plants visited and/or during field tests.

The Client, or the manager of the hosting structure acting on Client's behalf, must accompany Italcertifier personnel within the test sites. Italcertifier personnel will comply with the safety regulations and specifications provided by the Client for the premises where the Activities are to be carried out, in compliance with health and safety legislation pursuant to the Italian Legislative Decree 81/08 and subsequent amendments and additions.

Italcertifier personnel will also comply with the obligations pursuant to art. 20 of the aforementioned Decree, as well as the provisions contained in its own Risk Assessment Document and its annexes, provided by the corporate prevention and protection service manager. The obligations established by article 26 of Italian Legislative Decree 81/08 as well as the supply of personal protective equipment (PPE) due to hosting structures' specific risks, are to be fulfilled by the top management of the hosting structure itself (art. 2 Italian Legislative Decree 363/98).

In view of the foregoing, Italcertifier is relieved of any liability for any harmful events that may



befall its personnel during their stay at the Client's plants and test sites.

5. How to send claims

If the Client deems necessary to make any complaint regarding the activities carried out by Italcertifer or by the personnel in charge of the test, the Client may formulate his complaints in writing and send them:

- by Certified E-mail to italcertifer@pec.it;
- by Registered Mail to the Italcertifer S.p.A. Registered Office.

Indeed, only formal complaints received at these addresses will be taken over and processed according to a specific internal procedure.

In this sense, the complaint management procedure adopted by Italcertifer is made available to all interested parties by sending a formal request through email at the address qualita.laboratori@italcertifer.it.

6. Information about the meaning of the ACCREDIA Accreditation

The ACCREDIA accreditation indicates that Italcertifer Rail Laboratory, in relation to tests for which they have voluntarily requested and obtained accreditation, operate as an Independent Third Party, in compliance with the requirements dictated by the UNI CEI EN ISO/IEC 17025 standard and with the other ACCREDIA prescriptive documents.

The accreditation is formalized through a special agreement between ACCREDIA DL and ITCF Laboratories (a copy of which is available to view for the Client at the main headquarters of the Laboratories); as result of this Agreement, the Laboratories' Accreditation Certificate has been issued and published on the ACCREDIA DL website along with its Attachment containing the list of accredited tests.

As a third-party entity, in the execution of the testing activities, Italcertifer ensures:

- the use of qualified and competent personnel;
- the use of efficient and calibrated instrumentation;
- the execution in an appropriate structure;
- the maintenance of environmental conditions such as not to invalidate the test;
- the estimate of the uncertainty of the result, where applicable.

To maintain the Accreditation, ACCREDIA periodically verifies these skills by sample checks on tests that are subject of the Accreditation and on the Quality Management System.

Through a systematic verification process, ACCREDIA, the National Accreditation Body, guarantees that the Laboratories are able to perform the accredited tests in accordance with the provisions of the relevant standards or test methods, but is not responsible for the results of the tests.

It should be noted that with the Accreditation there is no exemption from liability deriving from the contracts stipulated between the Laboratories and their clients/customers and, although this is an index of Laboratories' technical and managerial competence, it does not constitute a guarantee issued by ACCREDIA on the individual performance of the Laboratories.

It should also be noted that, unless expressly requested by the Client, in accordance with the ACCREDIA Technical Regulation RT-08, all activities covered by accreditation will be contractually managed as accredited. In case the customer requests that an accredited test be carried out outside of accreditation, the request must be sent to the Laboratory by the Client



during the request for quotation phase and will be clearly indicated in the contractual agreements.

The right to not carry out tests under accreditation does not exist if the accreditation is mandatory or when test reports must be provided to a third party.

In case Italcertifier does not know in advance the destination/use of the test reports to be issued and in case of non-use of the ACCREDIA trademark, the test reports will not be covered by accreditation and cannot be provided to third parties.

The ACCREDIA trademark will be shown on the test reports only if they contain at least one accredited test and the non-accredited tests will be marked with an asterisk (*) which will refer to the phrase "TEST NOT ACCREDITED BY ACCREDIA".

It is also specified that the ACCREDIA brand or any reference to accreditation will not be used by the Laboratories in a way that could create the impression that ACCREDIA gives approval to a test sample or to a product, or that ACCREDIA accepts responsibility for the result of the test or for any opinion or interpretation that may derive from it.

Finally, Italcertifier, in accordance with the Accredia RG-09 document, informs the Client that:

- the ACCREDIA trademark and any reference to accreditation must not be affixed to a test sample or a product (or part of it) or used to imply product certification;
- the ACCREDIA trademark or the reference to the accreditation must not be used by customers of accredited laboratories, nor can they be used in the documentation concerning a product or be reported on a product. It is permitted to attach a copy of the test report. Italcertifier will be responsible for supervising its correct application.

7. Declarations of conformity and decision-making rules

When Laboratories are required to provide a declaration of conformity of the test results obtained with respect to a tolerance limit (TL), the decision-making rule used is established in advance at the begin of the tests, documented, communicated to, and accepted by the Client.

The Laboratories use the following practice:

- if the decision-making rule is defined in the reference standard of the test method or by other reference documents, such as regulations or documents referred to by the Italian Law Legislative Decrees, this rule is used.

In the absence of a decision-making rule defined in the reference documents, ITCF Laboratories:

- if the decision-making rule is defined in the document "SPECIFIC SUPPLY CONDITIONS FOR CARRYING OUT TESTS", this rule is used in its current revision relating to the test in question.

Otherwise, if present, the decision-making rule defined by the Client is used. In this case, the Laboratory will analyse with the Client the risk levels regarding the probability of false acceptance and false rejection associated with the available decision rules.

In all cases other than the previous ones, ITCF Laboratories use the decision-making rule "ILAC G8:2209", reported by the ILAC Guideline G8:09/2019, directly taking into consideration the measurement uncertainty and defining an Acceptability Limit (AL) relative to an attention interval "w" equal to the extended Uncertainty "U" (calculated with a 95% confidence level), and therefore accepting a PFA (Probability of False Accept) equal to 2.5%.



8. Confidentiality

Italcertifer is responsible for managing all the information obtained or generated while carrying out the Activities. Except for information that the Client makes available to the public, or when agreed between Italcertifer and the Client (for example, to respond to claims), all other information is considered proprietary information and must be considered as confidential.

In particular, when signing the employment contract, Italcertifer personnel commit themselves to keep confidential all information received in any form during the performance of their duties. The personnel in charge of carrying out the services covered by these General Conditions has the obligation not to divulge any event, news, or fact of which they have become aware during the execution of the Activities, nor to comment on what they may have learned outside of situations closely related to the Activities.

Italcertifer will inform the Client about the content of the information they want to make public. If Italcertifer is required by law or authorized by contractual agreements to disclose confidential information, the Client or the interested person must, unless this is prohibited by law, be warned of the information provided.

Italcertifer guarantees that information relating to the Client, also obtained from sources other than the Client itself (for example claims, authorities in the legislative field) will be treated as confidential information.

Likewise, the Client undertakes to keep and to have kept confidential by its assignees (for example employees or collaborators in any function) the information which it should become aware of due to the test activities, learned during the preparatory phases, the execution or the site inspections, including any news concerning vehicles, construction techniques, technical solutions and/or diagnostic equipment, skills, know-how, corporate and/or labour organisation. Such confidential information must be protected by adopting all necessary precautions and employing at least the same degree of care used for the protection of information of the same nature.

The Client is informed that the information relating to tests/processes subjected to audit activities may be made available, even without a previous written consent from the Client to the supervisory bodies which, in turn, operate and run their business according to confidentiality agreements. For example, the information/records relating to the tests covered by accreditation are made available to the Accreditation Body in accordance with the applicable legislation.

9. Test Sample

Unless otherwise specified, Italcertifer delegates the execution of the sampling to the Client. The Client is also responsible for the conditions in which the sample to be tested reaches Italcertifer Laboratories, and in which is subsequently tested.

This condition must reflect the requirements defined by the standards and/or reported in the *"Specific Terms and Conditions for Supply for Testing Activities"* according to the tests the sample will be subjected to.

Italcertifer Laboratories also communicate that, where necessary for the execution of the test method, the sample will be equipped with appropriate measuring instruments, possibly making changes to the sample itself such as, by way of example: carrying out of holes to anchor the sensors, positioning brackets with measuring instruments in place of the originals, positioning of sensors, wiring, preparation of measuring station areas.

In this regard, Italcertifer Laboratories refer to specific communications with the Client in the context of the development of the order:

- to establish/share the modifications to be made to the sample necessary to carry



out the test, which, in any case, are designed to have a zero/minimal impact on the behavior of the sample and to be always consistent with the test method.

- to obtain the Client's authorization and any logistical-technical support to proceed with the aforementioned changes.

Everything established in relation to the above will be adequately formalized through appropriate records such as, but not limited to, e-mail communications or minutes of meetings and filed by Italcertifer Laboratories in order to maintain evidence of the decisions shared with all Interested Parties.

10. Intellectual Property

The Customer acknowledges that Italcertifer is and remains the intellectual property owner of any and all data, information, drawings, trademarks (registered and unregistered), usage names, domain names, projects (general, executive, detailed, etc.), layout, idea, editorial technique, software, know-how, documentation, including photographic documentation, regardless of the support that contains them, as well as their reproductions and copies (or parts thereof) and similar and, in general, each work of the 'intellect, in the broadest sense, of any kind and/or nature, including distinctive signs, regardless of whether the aforementioned fall within the express protection provided by the regulatory provisions, of any nature, order and/or degree for intellectual rights (collectively, the "Intellectual Works") made in the performance of the Activities.

Therefore, any use of the Intellectual Works is prohibited except in the case of prior and express authorization by Italcertifer.

Therefore, the Client, in renouncing right now to assert any right referred to in the previous paragraph, unconditionally acknowledges to Italcertifer any economic, irrevocable and royalty-free right of use of what is in any case achieved in the execution of the Activities, including, by way of example, the right to reproduce, perform, disseminate, distribute, publish, process and develop, license, promote and create derivative works.

The Client agrees, irrevocably and perpetually, to indemnify and hold Italcertifer harmless from any claim, request, compensation, cost, burden, and liability, including administrative management or consultancy costs and reasonable out-of-court legal claims, advanced by third parties due to the use unauthorized of the Intellectual Works or in any case deriving from the latter.

11. Withdrawal and Termination

Italcertifer and the Client will have the right to withdraw, upon notification to be sent to the other party by registered letter with return receipt or by certified e-mail respecting 30 days' notice.

Without prejudice to any different special conditions contained in the offer, will be due to Italcertifer the fee for the activities carried out up to the moment of termination; if the withdrawal is exercised by the Client, he will have to reimburse any out-of-pocket expenses already incurred by Italcertifer and relating to uncompleted activities.

Furthermore, Italcertifer will have the right to terminate the contract if the Client fails to fulfil the obligations set forth in articles 3, 6, 8, 10, 12.



The termination will occur by law when it is communicated by registered letter with return receipt or by certified e-mail, without prejudice to any rights accrued against the Client, including the reimbursement of any damages.

12. Integrity Clause

By requesting the Activity referred to in these general conditions, the Client undertakes, for himself and for his employees, agents, consultants, representatives and any third parties involved in any capacity to the extent relevant for the purposes of the Activities, to comply with the principles of loyalty, correctness, integrity and transparency and therefore to operate in full compliance with all applicable laws, rules and regulations as well as to observe, guaranteeing compliance - subject to adequate information - , to all applicable anti-corruption laws and regulations.

13. Personal Data Processing

The Client and Italcertifier commit to process the personal data acquired in the context and for the purposes connected to the assignment and execution of the services governed by these General Supply Conditions, in compliance with the principles of correctness, lawfulness and transparency established by current legislation regarding the protection of personal data (EU Regulation 2016/679 and Italian Legislative Decree no. 196/2003 and subsequent amendments).

In particular, the Client and Italcertifier undertake to process personal data in compliance with the principle of minimization, as well as to guarantee its integrity and confidentiality.

The Client and Italcertifier, as Independent Data Controllers, are subject to the obligation to provide information on the processing of personal data to natural persons of their own organization and to those of the other party whose data are processed for the purposes of referred to in the first paragraph of this article and to guarantee the exercise of the rights of the interested parties.

The Client and Italcertifier will be responsible for any disputes, actions or claims brought by the interested parties and/or any other subject and/or Authority regarding the non-compliance with current legislation on the protection of personal data (EU Regulation 2016/679 and the Italian Legislative Decree 196/2003 and subsequent amendments), attributable to it.

14. Applicable Law and Jurisdiction.

The agreements covered by these Conditions are governed by the laws of the Italian Republic and, for any dispute relating to their interpretation or execution or in any case connected to them, the Court of Florence will have exclusive jurisdiction, unless otherwise established in the aforementioned agreements.

For the purpose of carrying out the Activities, also pursuant to and for the purposes of articles 1341 of the Italian Civil Code and following, the Client declares to have paid specific attention to each of the clauses contained therein and listed below - to be understood in their entirety -, to have understood their content and to have had particular regard to those establishing limitations of liability, right of withdrawal or suspension , or to those which place limitations, forfeitures or restrictions on contractual freedom in relations with third parties on a contractor and expressly approve them: 3. Client's obligations, 8. Confidentiality, 9. Intellectual Property 10. Withdrawal and Termination, 11. Integrity Clause and 13. Applicable Law and Jurisdiction.