

GENERAL SUPPLY CONDITIONS FOR TESTING ACTIVITIES

(December 2024)

1. Subject

These General Terms and Conditions for Supply (hereinafter the "Conditions") apply to any agreement which has as its object the supply to the client/customer (hereinafter the "Client" or "Customer") of the Testing service to be performed mainly - but not exclusively - on rolling stock, railway infrastructure and their components (hereinafter the "Activities"). The same conditions have also been edited to implement an effective process that can satisfy the requests and requirements of both parties involved.

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, it is necessary to identify one or more person, appointed with the appropriate level¹, who interface with the personnel in charge of the Italcertifer Laboratory Structure (LAB) for a support process and for the possible exchange of documentation and information regarding these Activities.

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

2.1 Staff Management

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

By way of example, the human resources that are part of the Testing Team (hereinafter 'TT' or SdP – *Squadra di Prova*) include:

- 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.

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

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



2.2 Documentation Management

Italcertifer prepares and maintains a dossier for each Activity in order to adequately receive and keep the Customer's documentation (design, technical and/or test documents) necessary for the testing activities.

A retention period has been identified for archiving and keeping the documentation both produced by the Client and by Italcertifer Laboratories based on the possible risks that could occur in the event of loss of information/data.

Unless specific regulatory obligations or contractually agreed derogations, the minimum duration of the storage of the records is indicated in the table below:

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 issuance of the document
Sampling Reports	N.A.
commercial documentation and records	
Contracts relating to the activities of the laboratories and their reviews	10 years from the conclusion of the contract or from the conclusion of the activities

If requested by the client, with prior authorization from the Laboratory Management, a draft of the Test Report may be sent to the latter for the sole purpose of verifying whether the information contained therein is clearly understood by the client.

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 outside the Laboratories;

Italcertifer informs the client that it is absolutely forbidden to transmit to third parties or diffuse the test report in the "draft" state or to use it for any use other than as indicated above.

Italcertifer 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 is subject to contractual clauses of impartiality and absence of conflict of interest with the Client in order to provide a service according to the commitment of impartiality and the absence of prejudice in the testing activity, in compliance with the commitment made towards the market through the National Control Bodies² which monitor the conformity of the testing processes subject to possible Accreditation and recognition. These contractual clauses will also be applied to third-party personnel possibly involved by Italcertifer for the performance of the services covered by these General Supply Conditions.

2.4 Limitation of liability

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

The aforementioned limits of liability are applicable in a similar way to Italcertifer personnel, its agents, its sub-contractors and management staff.

2.5 Mandatory Insurance Cover

Italcertifer S.p.A. has the legal insurance coverage of its personnel who will be employed in the execution of the services rendered in accordance with these General Conditions of Supply at the contractually envisaged execution sites.

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.

In case the Client's personnel must be present at a test, the RTP in charge will be responsible for communicating the rules of conduct to be followed during the test, for monitoring and providing assistance to all participants, who must necessarily comply with the instructions provided by the RTP and the prohibition to acquire photographic material unless expressly authorized.

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

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 Italcertifer RTP.

The documentation must also:

- respect the defined delivery time;
- be produced in time for the design of the test, in accordance with the activities plan;
- be delivered on computer support (or, where not otherwise possible, in hard copy);

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



- provide for the signatures on the documents of the persons authorized to their issue, where required.

Finally, it should be noted that:

- documents not signed by personnel authorized or still in draft cannot be accepted and examined;
- in the event of official questions posed by Italcertifer technicians, the Client is required to provide adequate documentation in response signed and/or initiated by personnel authorized to issue (the reply may be sent in advance by e-mail);
- the language used in communications between the Client and Italcertifer is Italian or English.

3.3 Access conditions in the testing sites

For the purposes of a correct performance of the testing activities and to guarantee the necessary health and safety conditions, for himself and for his assigned personnel, the Client must commit:

- to view, accept and sign the documentation concerning the aspects of health and safety in the workplace prepared for the Activities according to the Italian Legislative Decree 81/2008 and subsequent amendments, as well as, if applicable, to view the general rules of conduct to 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 identified as necessary for the presence in the various work areas of the plants and test sites where the Activities will be carried out;
- to allow full access at all times to the sample present in the plants where the Activities will be carried out for any manoeuvres and interventions.
- to provide the RTP in advance with the list of names and contacts of the personnel present during the test activities or related to it in the plants and test sites where the Activities will be carried out;
- to follow the indications of the RTP.

3.4 Constraints, conditions, limitations, cooperation of the Customer

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

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

- to provide Italcertifer personnel with free access to the sample also at their own facilities and in the places where testing activities are planned;
- to support Italcertifer in conducting trials and tests where required;
- to promptly send Italcertifer the documentation pertaining to the Activities according to the times agreed between the parties;
- to make available to Italcertifer or deliver to it the sample to be tested in suitable conditions, both from a technical point of view and from a point of view of health and safety in the workplace (for example, a railway vehicle on which activities are to be carried out must first be delivered/made available, having been sanitized, having at least one usable restroom, being air-conditioned, etc.)
- to make the sample available to Italcertifer, within one week after completing the tests, to allow the dismantling of the instrumentation used.



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

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

Italcertifer personnel undertake to implement and comply with all the rules relating to safety and specific and generic risks 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 host structure who works on his behalf is obliged to accompany Italcertifer personnel within the test sites. Italcertifer personnel will comply with the safety regulations and specifications provided by the Client and in force in the places of execution of the Activities, in compliance with the health and safety legislation pursuant to the Italian Legislative Decree 81/08 and subsequent amendments and additions.

Italcertifer 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 and the supply of personal protective equipment (PPE), in relation to the specific risks present in the host structures, are to be attributed to the top management of the host structure (art. 2 Italian Legislative Decree 363/98).

In view of the foregoing, Italcertifer is relieved of any liability for any harmful event that may occur to its personnel during their stay at the Client's plants and test sites.

5. How to send claims

If the Client deems it necessary to make any complaint regarding the activities carried out by Italcertifer or by the personnel in charge of the test, he can 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.

In fact, 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 by email to the address qualita.laboratori@italcertifer.it.

6. Information about the meaning of the ACCREDIA Accreditation

The ACCREDIA accreditation indicates that Italcertifer Rail Laboratory 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, in relation to the tests for which the laboratories have requested voluntarily and obtained accreditation.

The granting of accreditation is formalized through a special Agreement (which, for what concerns Italcertifer, can be viewed by the Client at the main headquarters of the Laboratories) between ACCREDIA DL and ITCF Laboratories, with the issuance of the related Accreditation Certificate and the corresponding Attachment containing the list of accredited tests, published on the ACCREDIA DL website.



As a third-party entity, in the execution of the testing activities, Italcertifier 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 the tests that are subject of the Accreditation and on the Quality Management System.

Through a systematic verification process, ACCREDIA, the National Assessment Body, guarantees that the Laboratories are able to perform the tests subject to accreditation 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 technical and managerial competence of the test Laboratories towards the outside, 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 this case, 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 not to 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 the 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 S.p.A. 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 according to confidentiality agreements in running their business. 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"* in relation 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, but not exhaustively: carrying out of holes for anchoring the sensors, positioning of 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 for carrying out the test which are in any case designed to have a zero/minimal impact, and always in line with the provisions of the test method, on the behaviour of the sample with respect to the aspects being tested measure.
- 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 "Works of the Intellect") made in the performance of the Activities.



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

Therefore, the Client, in renouncing right now to assert any right referred to in the previous paragraph, unconditionally acknowledges to Italcertifier 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 Italcertifier 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 Works of the Intellect or in any case deriving from the latter.

11. Withdrawal and Termination

Italcertifier 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, the consideration for the activities already carried out up to the moment of termination of the relationship will remain due to Italcertifier; if the withdrawal is exercised by the Client, the latter will have to reimburse any out-of-pocket expenses already incurred by Italcertifier and relating to uncompleted activities.

Furthermore, Italcertifier will have the right to terminate if the Client fails to fulfil the obligations set forth in articles 3, 6, 8, 10, 11.

The termination will occur by right, 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 carrying out 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, 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 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 guarantee the exercise of the rights of the interested parties.

The Client and Italcertifier will respond to each of the disputes, actions or claims advanced 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.