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General Contract Terms and Conditions

FOR THE VALIDATION OF ETHICAL CLAIMS

CONTENTS

PREAMBLE

ICMQ S.p.A. (hereinafter ICMQ) is a certification and inspection body that, acting independently, provides applicant organisations with services for the Verification and/or Validation of Ethical Claims (see Validation).

1. Definitions

For all other definitions contained in these General Conditions, reference is made to the UNI EN ISO and UNI CEI EN standards and the following terms used in the text:

Ethical claim: A statement, symbol or graphic that declares one or more ethical aspects of a product, process, service or organisation**.**

Corrective actions: all actions to be taken by the Client to eliminate any Non-Conformities identified by ICMQ.

Certificate: A document issued to the declarant by ICMQ, certifying the verification of the Ethical claim (Validation).

Ethical Features: Ethical aspects can include a wide range of social, economic justice and sustainability issues, e.g. local sourcing, fair trade, humane treatment of animals. Many ethical aspects are described in international documents and programmes.

Supply chain: A sequence of activities or entities providing products or services to the Client;

Client: The set of individuals and means, with established responsibilities, authorities and interrelations. The term used to indicate the provider of a product and/or service requesting the Validation.

Verification/Validation Committee (also called Certification Committee): ICMQ's body that decides on the award, maintenance, suspension and revocation of the Certificate.

Validation: The action by which ICMQ verifies/validates the Ethical Claim. Where the term Validation is mentioned in the text, it signifies the activity of verification/validation of the Ethical Claim.

Supporting data: Verifiable technical information substantiating the Ethical Claim.

Declarant: The natural or legal person that is responsible for the Ethical Claim.

Explanatory Statement: An explanation that is necessary or is provided so that an ethical Claim can be adequately understood by a purchaser, potential client or user.

Verification/Inspection Validation Group: The persons appointed by ICMQ to perform on-site verification/validation aimed at validating the Ethical Claim;

Guidelines: The document prepared by ICMQ specifying the requirements of the standard for the specific type of Ethical Claim (e.g. Environmental Sustainability or Get It Fair Responsible Organisation).

Materiality: Inaccuracies, single or aggregated, that may affect the reliability of the claim or the decisions of the intended user.

Checklist: the document prepared by ICMQ and used by ICMQ Auditors to carry out the verification/validation.

Non-conformities (NC): the deficiencies found during audits conducted by ICMQ auditors; classified as:

Major NC:

The failure to meet a requirement of the reference standard, such that the reliability of the Claim and/or its compliance with the requirements of the reference standard are at risk.

A major NC is indicated as critical when it must be resolved by the Client before the next assessment phase (in particular before any on-site assessment or final document assessment). Failure to resolve a critical non-conformity will cause the assessment process to be interrupted until the same has been resolved.

The case cannot be submitted to the ICMQ Certification Committee for a Validation Certificate to be issued until, for each non-conformity classified as major, the effectiveness of the corrections and corrective actions taken by the Client has been verified, either at the documentary level or through an additional audit.

Specifically, for each major non-conformities highlighted, the Client must send appropriate documentary evidence to ICMQ within and no later than 1 month in order to allow ICMQ to evaluate the resolution. Any other timing will necessarily have to be agreed with ICMQ.

Minor NC:

A deficiency that does not fall within the definition of a major non-conformity and therefore does not put the reliability of the Claim and/or its conformity to the requirements of the Reference Standard.

For each non-conformity (whether major or minor) the Client must send the corrective actions regarding each NC found to ICMQ within and no later than 10 days from the evaluation. Before receiving this communication, it will not be possible to submit the case to the Certification Committee for the Validation certificate to be issued/renewed/extended or maintained. Any longer time period will need to be authorised by ICMQ.

When reviewing the Audit Team's verification/validation activity, ICMQ may:

- request an additional audit to assess the effectiveness of the correction and Corrective Actions proposed by the Client to resolve the non-conformities found in the assessment process;
- change the level of non-conformities or recommendations highlighted by the Audit Team during the assessment process;
- assess different time frames from those normally envisaged to resolve non-conformities and for the Client to supply useful evidence of their resolution, depending on the issue highlighted in the non-conformity itself.

Some Programmes may not cover 'Non-Conformities' but other concepts such as risk areas or criticality. In this case, the assessment is not based on conformity to a requirement, but on an estimate of the level of exposure to an actual or potential risk of an event that may occur in the future. In this case, the specific rules of the Programme regarding the issuance of the Validation Certificate apply.

Standard: the set of rules laid down in the reference standard.

Accreditation Body: the single Accreditation Body Accredia.

Organisation: The person or group of persons having their own functions with responsibilities, authorities and interrelations to achieve their objectives.

Interested parties: Persons or organisations that may influence or be influenced by decisions or activities**.**

Product (or service): the result of the Client's activities, which must be in accordance with pre-established specifications, which can be domestic or international technical standards, specifications agreed with the Client or used internally by them, or other identified documents.

Programme Operator (PO): means the Scheme Manager;

Programme (Scheme): Validation programme consistent with the requirements of the Reference Standards and the Programme Operator itself (e.g. Get It Fair 'GIF ESG Rating scheme').

Recommendations: Specific details highlighted as suggestions to prevent possible problems.

Registration: obtaining a case identifier in accordance with the Programme, which is the phase following the engagement, in which ICMQ approves the validation order.

Scheme Owner (SO): the organisation that owns and is responsible for the development and adaptation over time of a specific Scheme

Oversight or Periodic Assessment: the activity through which ICMQ periodically verifies continued conformity to the Claim requirements.

Stakeholder: Persons or organisations that may influence or be influenced by decisions or activities**.**

Sustainable Development: Development that meets the needs of the present without jeopardising the ability of future generations to meet their own needs.

Production unit: the place where the activities related to the manufacture of products and/or services covered by the Application for Validation are carried out.

Assessment: The action by which ICMQ validates the Ethical Claim.

Validation: Confirmation of a Claim, through the provision of objective evidence that the requirements for a specific intended future application or use are met.

Verification: Confirmation of a Claim through the provision of objective evidence that specified requirements have been met.

For all other definitions contained in these General Conditions, reference is made to the definitions set out in UNI EN ISO 9000 standards "Quality Management Systems - Fundamentals and Terminology", which are deemed fully incorporated herein and to the definitions given by the ISO/TS 17033 e ISO/IEC 17029.

2. Subject of the Ethical Claim verification/validation service. Prohibition of consultancy

2.1. Subject matter of the service.

The validation of the Ethical Claim requires examination of:

- the conformity of the Ethical Claim to the UNI ISO/TS 17033 and UNI PdR 102:2021 standards;
- the plausibility/accuracy of the Ethical Claim.
- the assessment regarding the requirements of a Programme (Scheme) to which it possibly refers (e.g. verification/validation of the level of ESG risk exposure according to the Get It Fair 'GIF ESG Rating scheme');

2.2. Prohibition of consultancy.

ICMQ does not carry out, either directly or through sub-contractors, consultancy services to help Organisations in drawing up the Claim.

3. Reference documents and technical Standards

The following documents are considered to be technical Standards:

- UNI PdR 102:2021 'Ethical claims of responsibility for sustainable development - Application guidelines to UNI ISO/TS 17033:2020';
- UNI ISO/TS 17033 “Ethical claims and supporting information – Principles and requirements”;
- EN ISO/IEC 17029, ‘Conformity assessment — General principles and requirements for validation and verification bodies’;
- ISO 19011, Guidelines for auditing management systems;
- Technical Circular No. 12/2020 'Accreditation for the verification/validation of claims under the UNI ISO/TS 17033 Standard';
- ACCREDIA RG 01 Regulation (current version) for the accreditation of Certification Bodies;
- Reference programmes (Regulations, procedures, etc.);
- ICMQ Technical Regulation;
- Current mandatory regulations/laws applicable to the sector and to the Standard for which validation is requested;
- Applicable EA/IAF Guidelines.

The following documents, which have been read and approved, are also reference documents:

a) the Rates Table in effect for the validation;

b) the application for validation and attachments (where applicable);

c) these General Contract Terms and Conditions;

d) regulation on the use of the ICMQ trademark DOC 05;

e) Application Guide (where applicable);

f) regulation on the use of the Programme's trade marks;

g) the specific attachment for the reference Standard (if any).

In any event, the Client undertakes to periodically check, at least every six months, on the site www.icmq.org (reserved area), whether the aforementioned documents have been modified with regard to those signed when the Application for Validation was made, and, in any case, before each renewal.

The Client is aware and accepts that this Regulation sets out general conditions for verification/validation activities carried out by ICMQ under a Programme. For anything not expressly mentioned in this document, the sole reference is the Regulation of each Programme (where existing)

4. Impartiality Committee

An Impartiality Committee, appointed by the Board of Directors of ICMQ, in which all parties interested in the validation are represented, ensures ongoing impartiality throughout the certification process, operating according to a specific procedure.

5. Duration of the Contract

The contract is formalised on the date on which ICMQ receives the application for validation, with the documents related or referred to it signed and accepted.

The contract will expire 1 (one) year after its formalisation if, for reasons of force majeure that are not attributable to ICMQ, the Validation Certificate cannot be issued to the Client within that period, unless otherwise agreed in writing by the parties to regulate any extension of the contract. In this case, the Client cannot claim a reimbursement for the sums paid, and shall pay ICMQ all the fees due for the services provided by ICMQ, if any, during the validity of the contract itself, in accordance with the Rates Table in effect at the time of the service, except as otherwise agreed in writing by the parties.

6. Parties involved

The Client shall draw up the Claim with reference to the documents referred to in Article 3 of this Regulation.

Where reference is made to a specific Programme, the object of the Claim may be defined by that Programme.

ICMQ is the independent third party that, at the end of its validation activities, which are the subject of the service, provides its own guarantee regarding only the aspects covered by the service indicated in the previous section. 2.1.

The Accreditation Body carries out investigation, verification and oversight activities with regard to the bodies that operate in the application of validation schemes of Ethical Claims. The Accreditation Body takes care of all aspects of conformity to the requirements laid down in Standards, guidelines, regulations and any additional, applicable international and national requirements.

7. ICMQ’s obligations

The assessment for the Validation of the Ethical Claim will be carried out by ICMQ, with due diligence. The validation activity will be carried out with the utmost independence and impartiality. ICMQ’s obligation, in relation to its validation activity, is to provide a service and not to achieve an objective. Therefore, ICMQ can only issue the Validation Certificate when the documents prepared by the Client conform to the Standard and when there is objective supporting evidence.

ICMQ is in no way responsible and neither shall it be liable for any third-party rejection of the Validation or for any claim for damages/amounts or compensation for failing to meet expectations relating to the Validation.

The Client shall assess the appropriate timing for submitting the validation application to ICMQ in order to have it available within the time required for participation in calls for tenders or any other administrative procedure. These timeframes shall be assessed by the Client taking into account the different phases of the validation process to be completed, the operational timeframes available to complete the activity indicated by ICMQ following the submission

of the application, and any timeframes necessary for the technical and operational management of any shortcomings found during the assessment process.

It should be noted that under no circumstances shall ICMQ be held liable for any damage, direct or indirect, resulting from the failure to grant the GIF certificate by the deadline set out in a call for tenders or other administrative procedure in which the Client intends to participate.

7.1. Validation method

ICMQ shall implement the validation of the Ethical Claim with reference to the requirements expressed in the reference standards, including the criteria and procedures of the Reference Programme, if any. In the latter case, ICMQ will also carry out its activities in compliance with any further modalities and indications communicated by the SO.

Verifications/validations are carried out on the basis of the Claim prepared by the Client, if any, or indicated by the relevant Programme, as well as of the objective evidence made available to it.

The process involves:

- a pre-engagement to assess whether the Claim under consideration is indeed an ethical Claim and whether the Claim is verifiable, accurate and not misleading. At the end of the pre-engagement, ICMQ reserves the right not to continue with the planned activities, as specified in the ISO 17029 Standard.
- the engagement, under which ICMQ acquires the order to conduct Validation activities.
- the Planning, with which ICMQ analyses the risk level related to the claim materiality/assurance level/information and supporting data, on the basis of which ICMQ: confirms the objective and purpose of the validation/verification; identifies the competent resources; determines the validation and verification activities by means of plans for collecting the necessary evidence (documents, on-site visits, verifications, tests, inspections, etc.), sampling plans and relevant duration of the activities. In the case of validation, the planning could include possible further activities to be completed following the positive validation (e.g. periodic verifications/validations to verify the actual achievement of the results defined by the Programme). Based on this analysis, ICMQ draws up a validation/verification plan and communicates it to the client.
- Assessment (Validation activity), consisting of an initial document review, to be followed by an on-site assessment and/or a final document assessment.

The on-site assessment can be done either at the place where the production process is located or where the collection and management of data and useful information is carried out.

ICMQ will check, based on a significant sample and within the deadlines set out in the Standards, that the Client is not only aware of and able to manage all the issues connected with the Claim to be validated, but also that its contents are supported by objective evidence such as to ensure their reliability:

- with a 'reasonable' level of assurance for ESG Due Diligence and the validated Ethical Claim
- a reasonable or limited level of assurance for the Conformity certification of the sustainability report

in compliance with the materiality level with a materiality threshold of 0%, unless otherwise defined by the specific Programme.

The Validation certificate of the Ethical Claim will only be issued if it meets the requirements of the specific Programme.

Issuing or maintaining a Validation Certificate does not constitute a guarantee by ICMQ of the Client's compliance with its statutory obligations. The Client is exclusively responsible, both for itself and towards third parties, for the due performance of its activities and for the conformity thereof and of its products/services to the applicable standards and the expectations of its customers and third parties in general, excluding any liability or guarantee obligation on the part of ICMQ.

Therefore, the absence of non-conformities does not rule out the presence of non-conformities in the validation itself.

Similarly, for the validation of ethical Claims developed in accordance with Programmes that do not cover Non-Conformities, the absence of criticalities (e.g. the absence of risks or the assessment of a low risk of an event occurring), does not mean that there cannot be criticalities in the validation itself.

7.2. ICMQ Auditor

ICMQ undertakes to assign the validation activities only to previously-qualified Auditors, chosen for their validation experience and for their technical expertise in relation to the products and services for which the Client has requested a Validation of the Ethical Claim, as well as on the basis of the requirements set out by ICMQ and by the specific Programme.

Verification/Inspection Validation Teams may consist of "single auditors" or "several auditors"; the Audit Team member who is appointed to coordinate and direct audits is the "Coordinating Auditor" and is the person who liaises with the Client who will receive the validation.

For the validation activity, ICMQ may use both its own employees and external collaborators, who act in the name and on behalf of ICMQ and are suitably qualified to perform the assessment. Auditors may occasionally be accompanied by observer-Auditors, appointed by ICMQ or by an Accreditation and/or Qualification Body, who must be allowed to take part in the audit without interfering with it.

ICMQ shall communicate to the Client the names of the Auditors in charge of the validation activity.

Within 5 calendar days, the Client may refuse one or more of the Auditors proposed by ICMQ. The reason for that rejection must be provided in writing. If the reasons are valid, ICMQ will propose new Auditors.

In the event of an on-site assessment, the Auditors will contact the Client to agree the date of the assessment and establish any logistical organisation.

Should an Auditor, for serious reasons (e.g. sickness, injury, etc.), be prevented from carrying out the validation activities or should the Auditor have no choice but to interrupt it, ICMQ may appoint a new Auditor in agreement with the Client.

The aforementioned Auditors are contractually required to fulfil all ICMQ's duties and obligations, including complying with those regulating independence, conflicts of interest and processing personal data.

7.3. Trade Secrets and Confidentiality

All data and information concerning the Client, of which ICMQ becomes aware in carrying out the activities subject to these General Conditions, are confidential. Access thereto is governed by a specific ICMQ procedure that imposes a confidentiality obligation on Auditors and on the ICMQ personnel engaged in the verification/validation process.

Personnel from the Accreditation Body who, during the phase of granting and/or maintaining the ICMQ accreditation, become aware of information concerning the Client, from ICMQ or directly from the Client's office, are equally bound by professional secrecy.

ICMQ will disclose to all parties concerned any information held thereby within the limits and in the cases laid down by any provision of law.

7.4. Issuing and maintaining the validation certificate

ICMQ may only issue the Validation Certificate if the Ethical Claim prepared by the Client conforms to the reference standards and the objective evidence made available confirms the claim.

7.5. Limits to Liability

ICMQ is expressly exempted from liability:

a) for its assessment of the Ethical Claim prepared by the Client, where the latter does not provide certain information (including documents) and/or provides incomplete information and/or where the information provided does not match the actual situation;

b) for defects affecting products/services supplied by the Client to third parties, including issues related to product/service liability.

c) For events occurring after the issuance of a validation certificate confirming the plausibility of assumptions about future events.

8. Client's Obligations

8.1. Delivery of contractual documents

The Client shall submit to ICMQ all the documents stipulated in the contract and in the Programme concerning the Validation to which the ICMQ service indicated in the previous paragraph refers. 2.1) at least 30 days before the date of the initial assessment, except as otherwise agreed by the parties. Failure or partial receipt of this documentation will not allow ICMQ to complete the pre-engagement and start the verification/validation process.

8.2. Obligation of collaboration and workplace safety during assessments

The Client is required to provide full cooperation to ICMQ for any on-site audit and, specifically:

a) ensure the Auditors' access to the premises where the work related to the verification/validation of the Ethical Claim is to be done and notify the same, before such access, of any specific risks related to the environment in which the ICMQ Auditors will be operating and the prevention and emergency measures adopted in relation to the activities in addition to providing the ICMQ Auditors with all the necessary Personal Protective Equipment in compliance with applicable laws regarding safety in the workplace;

b) ensure access to any information (including documents) required by ICMQ for the validation, ensuring its completeness and accuracy;

c) guarantee the presence of necessary staff;

d) if the Client wants their own external consultant to participate in the audits, it will ask ICMQ for authorisation. Any such consultant may assist in the verification/validation only as an observer and cannot interfere, unless consulted directly by ICMQ's Coordinating Auditor.

The obligations cited above also apply vis-à-vis:

- any auditors from an Accreditation and/or Qualification Body who are engaged in activities related to maintaining accreditation and/or ICMQ qualification, and who the Client is required to accommodate whenever required.
- any observers of the audits, sent by ICMQ to monitor its Auditors or to train the observers themselves, and who the Client is required to accommodate whenever required.

8.3. Obligation to maintain conformity.

The Client undertakes to conform, and maintain conformity over time, to all mandatory requirements (laws, regulations, etc.) of an international, national or local nature applicable to the products, services and organisation relating to the Ethical Claim, to the sites where they are produced or applicable to the Organisation (Client) to which the Ethical Claim refers.

8.4. Changes to the products, services, processes being validated. Client-related changes. Prejudicial events

A) Changes in products, services or processes

The Client who has obtained the validation of an Ethical Claim has the obligation to communicate to ICMQ:

a) any changes in the scope of application;

b) any substantial changes that would make it necessary to amend the Ethical Claim.

The Client must accept ICMQ's decision, whether ICMQ deems a new (documentary and/or on-site) validation sufficient or it requires, instead, a new validation request.

In any event, the Client may not change the Ethical Claim without notifying ICMQ in writing.

Documentation regarding the changes must be submitted to ICMQ which will carry out all the verifications in order to decide whether a documentary or even an on-site validation activity is necessary.

B) Client-related changes. In the event that changes occur (or are about to occur) with respect to the Client, they will be classified into:

a) Relevant changes: purely by way of example and not limited to: business interruption, suspension of activity for a period of more than three months, transfer of one or more production units, transfer of all the activity to another legal entity, transfer or lease of the business unit covered by the certification, participation in a merger and/or incorporation, change in Tax Code/Company Register number, significant change in the number of employees, significant change in the organisational structure and management team (change of managers with key roles, personnel with decision-making powers or technical personnel). In all these cases, ICMQ will have the right to request a new documentary review and/or a new verification/inspection validation and/or a new Application for Validation, with costs to be borne by the Client, who undertakes to accept this decision;

b) Non-relevant changes: purely by way of example and not limited to: change of name or company name, change of legal form (e.g. from, for example, a general partnership to a limited liability company (an Italian S.n.c. to an Italian S.r.l.)), change of registered office address, change of VAT number, etc. In all these cases ICMQ will issue a new Validation certificate containing the required changes, with the Client bearing the costs.

C) Prejudicial events. If a deed of protest has been issued against the Client or if the Client is placed under liquidation or is subject to executive and/or insolvency procedures, the Client must notify ICMQ within 15 (fifteen) days of the event, by registered letter with return receipt or certified email.

8.5. Obligation to pay compensation

The Client undertakes to pay the fees (tariffs, rates and any other costs) for the activity performed by ICMQ, even if the Certificate is not issued as a result of the absence of the conformity requirements, verified and objectively documented. Indeed, ICMQ carries out its performance in full both if the Certificate is issued and if it is not; therefore, the payment cannot depend upon a fact outside its control. Where provided for in the Programme, ICMQ applies the rates set by the Programme itself.

The Client is required to abide by the terms of payment and the applicable rates at the time when the services are performed, as indicated in the Rates Table in effect. Annual changes in rates are announced by publishing the Rates Table in the reserved area of the ICMQ website.

The Client is required to pay in advance the fee to maintain the Validation Certificate, by and no later than 31 January every year.

In the case of late payments, the Client must pay to ICMQ default interest pursuant to Italian Legislative Decree no. 231/2002 along with any legal costs for debt collection.

The Client will pay ICMQ the fees for examining/accepting the Application for Validation, for issuing the Certificate and for maintaining the same (if existent) as indicated in the Rates Table and under the terms of payment specified therein, except as otherwise agreed in writing between the parties.

The aforementioned fees include the costs for ICMQ to manage the Certificate, but do not include the fees (and the reimbursement of out-of-pocket expenses) corresponding to the audits that will be charged in accordance with the estimate which was accepted by the Client and, in the case of items not included

in the estimate, in accordance with the Rates Table in effect at the time of the verification/validation.

As for the rates for a supplementary verification/inspection validation and for a Certificate to be re-issued, as well as for any other service provided by ICMQ, reference will be made to the Rates Table in effect at the time of such a request.

8.6. Interruption of the Validation activity

Should a scheduled validation activity not start or be interrupted for reasons attributable to the Client (such as, for example, failure to provide objective evidence supporting the analysis of the Ethical Claim, non-availability of the Client's personnel involved in the verification, etc.), the Client is, nonetheless, required to pay ICMQ the total cost for the auditor, including expenses.

8.7. Communications of the interested parties

The Client must keep a record of all the communications from the interested parties, relating to compliance with the applicable requirements and with the Ethical Claim, and must take and document all appropriate corrective actions.

Should ICMQ receive, from the interested parties, any type of communication that gives evidence of actual or potential non-conformities relating to the applicable requirements and the statements contained Ethical Claim, ICMQ will decide whether to carry out a supplementary (documentary and/or on-site) verification/validation.

8.8. Presentation of the Ethical Claim

The Client must present the validated Claim as set out in UNI ISO/TS 17033, making it clear and immediately understandable for consumers/end users, also through any additional information aimed at clarifying the information in the Claim.

8.9 Obligation to manage complaints

The Client must:

a) keep a record of all the complaints of which the Client has knowledge relating to the Ethical Claim;

b) take appropriate action in response to such complaints or any shortcomings found in the products or services falling within the Certificate's field of application;

c) document and record the actions taken;

d) make available both the complaint records and the documentation relating to the actions taken and the results obtained, to ICMQ Auditors;

e) accept, following a complaint, any unannounced audit that may be deemed necessary by ICMQ and/or the ICMQ accreditation body. In this case, unlike in point 7.2, the choice of auditors may not be challenged.

9. Certificate

The certificate relating to an Ethical Claim certifies that the same has been drawn up in accordance with the requirements set by the reference Standard, and that sufficient objective evidence exists and has been verified to ensure its credibility and reliability according to the defined level of assurance.

Therefore, the issuance of the Certificate does not imply, on the part of ICMQ, the assessment of conformity of a product/service and/or of the Organisation (Client) to technical specifications; this conformity assessment remains the exclusive responsibility of the Client.

10. Instructions regarding the Validation Request

All natural or legal persons organised or operating individually are eligible for the Ethical Claim Validation.

A Programme may also reduce eligibility to certain particular companies.

Before starting the validation activities, ICMQ issues an estimate based on the input information requested by ICMQ and provided by the Client

The Client (applicant) shall submit to ICMQ an Application for Validation (which may be referred to more than one location), by which it accepts the quotation previously provided by ICMQ, by filling in the appropriate form with all the required attachments, through which it also accepts these General Conditions. The Client must also complete and provide ICMQ with the specific documentation required by any Programme.

ICMQ is entitled to request from the Client any further information and/or documents to complete the submitted Application and/or if requested by the specific Programme and/or by the Scheme Owner.

ICMQ carries out a review of the completeness of the documents enclosed with the Application for Validation, and of the fulfilment by the Client of the contractually agreed administrative requirements. In this case, it sends confirmation to the Client of the start of the procedure by means of a notice of acceptance of the Application and start of the subsequent pre-engagement phase.

11. Procedure for the Validation and the issue of the Certificate

11.1. Validation Procedure

The validation procedure, following the acceptance of the application for validation, includes the following main steps:

a) pre-engagement;
b) engagement and appointment of the auditors or notice of non-prosecution of the validation procedure;
c) planning;
d) initial documentary assessment;
e) on-site assessment;
f) managing any non-conformities (final documentary assessment);
g) reviewing the verification activity and assessing the results; possible additional assessments;
h) granting, or not, the Certificate;
i) registration of the Certificate;
j) supplementary and/or extraordinary assessments, if any.

Validation activities should at least enable sufficient data and information to be obtained to assess the conformity of the Ethical Claim to the Standard and the Reference Programme,if any, and to verify (on a sample basis) the consistency of the data on which it is based.

The verification elements are collected on the basis of the specific Checklists and Application Guides, where applicable.

For the performance of the activity, from point b) to point j), a minimum of 60 working days are normally required operationally, starting from the date of receipt by ICMQ of the complete and correct documentation sent by the Client in the pre-engagement phase (see par. 11.2).

ICMQ does not guarantee the execution of the validation activity in a shorter time frame.
In the event of special operating conditions, ICMQ reserves the right to indicate to the Client minimum operating timing for the performance of the activity longer than the timing indicated above.

11.2. Pre-engagement

As indicated by the ISO 17029 standard, in this phase ICMQ evaluates the prerequisites for the continuation of the subsequent assessment activities for the Validation of the Claim under examination; in particular, whether it is actually an Ethical Claim and whether this Claim is verifiable, accurate and not misleading. During this phase, ICMQ verifies:

a) Whether or not the statements relate to other standards or certification schemes (e.g. PdR UNI 102:2021).

b) The suitability of all documents required by the Programme, if any.

The pre-engagement assessment is carried out by ICMQ on the basis of the analysis of information and documents, which are requested in advance from the Client.

ICMQ recommends that the documentation be carefully and

accurately drawn up by the Client, so that it can be useful for assessing the continuation of validation activities.

The Client should provide the information and deliver the documentation within 10 working days of ICMQ's request.

The pre-engagement assessment by ICMQ will in any case be carried out on the basis of the documentation received from the Client within 20 working days from the date of ICMQ's request, unless specifically agreed otherwise between ICMQ and the Client.

The pre-engagement assessment will be carried out by ICMQ using specially appointed auditors. This engagement is sent to the Client, who has five working days to object to the assigned auditor, stating justified reasons. ICMQ reserves the right to assess the reasons for the objection and appoint a new auditor if appropriate.

In the event that ICMQ becomes aware of elements that may call into question the impartiality and independence of the auditor in charge of the assigned activity, ICMQ will replace the auditor, making a new appointment.

The assessment of the Pre-Engagement activity by ICMQ normally requires a minimum of 15 working days starting from the date of complete and correct delivery of the documentation by the Client.

At the end of this phase, ICMQ will inform the Client of the outcome of the pre-engagement assessment, regarding the possibility of proceeding with the subsequent validation activities, as indicated from point c) to point j) of the list reported above.

At this stage, ICMQ will also indicate the suitability of the time frames indicated in the offer for the subsequent assessment activities, based on the adequacy check of the input parameters communicated by the Client and used for the quantification of the initial offer.

ICMQ reserves the right to revise the offer in order to identify different time frames for the assessment activity where the input parameters initially provided by the Client are found to be inadequate. Acceptance of this offer by the Client is a necessary condition for the continuation of the validation activity by ICMQ.

In the event of a positive pre-engagement assessment and check of adequacy of the planned duration of the assessment activity, ICMQ will:

- (if there is a Programme) inform the PO for the issuance of the Registration ID, which will remain valid within the terms defined by the Programme;
- Appoint the ICMQ auditors to conduct the assessment activities (see Section 11.3);

In the event of a negative outcome of the pre-engagement assessment, ICMQ will not continue with the validation activities under points c) to j) of the preceding list. In such event, ICMQ's activities will be considered ended.

11.3. Engagement

In the event of a positive outcome of the pre-engagement evaluation, ICMQ appoints ICMQ auditors as members of the Audit Team.

This engagement is sent to the Client, who has five working days to object to one or more of the assigned auditors, stating justified reasons. ICMQ reserves the right to assess the reasons for the objection and appoint new auditors if appropriate.

In the event that ICMQ becomes aware of elements that may call into question the impartiality and independence of an auditor in charge of the assigned activity, ICMQ will replace that auditor, making a new appointment.

11.4. Planning

ICMQ's Audit Team will define and communicate to the Client a Verification/Validation Plan (audit plan) defining the schedule of activities and indicating the names, roles and responsibilities of the Audit Team members.

The subsequent planning of audit days by ICMQ is subject to the availability of the appointed auditors and will be agreed in advance with the Client.

11.5. Initial documentary assessment

The Audit Team's Coordinating Auditor and/or the other members of the Verification/Validation Team appointed by the same Auditor, carry out the initial documentary verification.

For an Ethical Claim referring to a Programme, this activity will only be conducted if it is included in the Programme (e.g. such an activity is not included in the case of the Get It Fair "GIF ESG Rating scheme' Programme).

This activity is generally carried out by ICMQ prior to the on-site assessment visit.

The Client shall send the ICMQ Audit Team the complete and correct documentation to be submitted for assessment at least 20 working days before the date for carrying out the on-site assessment activity planned and agreed between the Client and the ICMQ Coordinating Auditor (section 11.6).

For the documentation submitted to be correct, it must include:

- The scope and boundary conditions within which the Ethical Claim is formulated;
- A relevant materiality analysis, according to the provisions of the Programme, if any;
- The relevant phases of the life cycle of the subject of the Client's performance, whether it is a product, process or service;
- The indication of the interested parties throughout the supply chain;
- The organisational policy, business philosophy and division of responsibilities and roles;
- The operational procedures;
- Evidence of compliance with the requirements of the specific Programme Scheme, if any.

If the Coordinating Auditor considers that the Ethical Claim study does not contain sufficient information to carry out the required assessments exhaustively, he or she shall ask the Client for the necessary additional information.

Failure by the Client to provide the required additional information represents an impediment to continuing the validation process.

The outcome of this assessment phase is communicated by the ICMQ Coordinating Auditor to the Client using the appropriate forms. This outcome, expressed by the Coordinating Auditor, may be subject to change by ICMQ following the review of the validation activity of the Audit Team.

The outcome of the verification/validation activity may contain major (critical or otherwise) or minor non-conformities, according to the definitions given in section 1. It may also contain Recommendations, in relation to which the Client may, at its own discretion, choose whether or not to take charge of them, and consequently propose corrective actions.

Major 'critical' non-conformities must be resolved by the Client prior to ICMQ's on-site assessment activity, whereas non-critical non-conformities may be resolved prior to the completion of the assessment process.

The Client must submit to ICMQ, within 10 days from the conclusion of the verification/validation activities, the proposals to correct any highlighted non-conformities, regardless of their level, and submit within 1 month from the on-site assessment (unless otherwise agreed with ICMQ) all useful evidence useful for assessing their resolution. It should be noted that submitting documentary evidence is mandatory for assessing the resolution of major non-conformities, while it is not strictly required for minor non-conformities, although it is strongly recommended. In this case, the Audit Team shall verify whether the non-conformities have been resolved at the next on-site assessment or oversight verification/validation.

ICMQ and its Audit Team will verify the adequacy of the proposed corrections and the resolution of the non-conformities found.

11.6. On-site assessment activities

It is carried out by ICMQ's Audit Team on site and is used to assess:

- the accuracy of the information contained in the Ethical Claim;
- the collection of objective evidence on real data to support procedures and actions/projects already implemented or planned for the future;
- the relevance and accuracy of the supporting data for the application of the procedures established for the acquisition, processing and updating of the data reported in the Ethical Claim and for the updating of the information contained therein;
- the detection of any calculation errors;
- evidence of compliance with the requirements of the specific Programme Scheme, if any.

A site is considered to be both the place where the production process or service is located and where data and information useful for the Ethical Claim are collected and managed.

On-site assessments are carried out with at least five working days' notice. If the Client denies access to the ICQM Auditors, without valid reason, the validation will be suspended and the suspension will be communicated to the Competent Body.

The Client must ensure that:

- ICMQ auditors are given access to all the areas;
- all relevant documents and records are available to the Auditors;
- the Auditors are assisted during their assessment, also with any logistical support.

The operational phase of the on-site inspection assessment is:

- preceded by an initial meeting in which the coordinating auditor presents the Verification/Inspection Validation Team, explains the assessment method and provides explanations and clarifications where necessary;
- followed by a final meeting in which the coordinating auditor presents the results of the assessment and his/her conclusions. All the comments recorded by the Verification/Validation Team, either as recommendations or notices of non-conformity, are reviewed together with the Client's manager who acknowledges the minutes by signing them and who is allowed, in any case, to express his/her reservations on such comments.

Both meetings must be attended, for the Client, by executive representatives and by those responsible for the Ethical Claim, or people delegated by them.

The outcome of this verification/validation phase is communicated by the ICMQ Coordinating Auditor to the Client using the appropriate forms. This outcome, expressed by the Coordinating Auditor, may be subject to change by ICMQ following the review of the assessment activity, conducted by ICMQ itself.
The outcome of the assessment activity may contain major or minor non-conformities as defined in section 1. It may also contain Recommendations, in relation to which the Client may, at its own discretion, choose whether or not to take charge of them, and consequently propose corrective actions.

11.7. Final Documentary Assessment Activity

It consists in the assessment by the ICMQ Audit Team of the documents reviewed and transmitted by the Client to overcome all the non-conformities that have emerged in the assessment activities previously carried out (initial documentary and/or on-site assessment) and that have not yet been resolved.

It should be noted that all non-conformities found during the validation process must necessarily have been managed by the Client for the purpose of their resolution, so that ICMQ can grant the Validation Certificate.

Following this activity, the ICMQ Audit Team sends to ICMQ the final result of the assessment, which will be subject to the ICMQ Review of the validation activity carried out by the Audit Team (see section 11.8). Only at the end of this phase will the Final Assessment Report be provided to the Client.

In the event of a negative outcome of the validation assessment, ICMQ will notify the Client, in accordance with the requirements of ISO/IEC 17029 or the specific requirements of the Programme

11.8. Evaluation of the assessment results and issue of the certificate

A) ICMQ Review. ICMQ reviews the assessment report of its Audit Team and confirms or does not confirm the assessment findings to the Client. ICMQ may decide to carry out a supplementary audit, consisting of a documentary assessment or a supplementary on-site visit, before submitting the case to the Certification Committee.

The file may not be proposed for the granting of a Validation Certificate with positive result until evidence is available, either on file or by means of a supplementary audit, of the effectiveness of the corrections and corrective actions indicated by the Client for resolving each non-conformity found in the assessment process, or until the requirements set out in any Programme have been fulfilled.

B) Certification Committee examination. The Certification Committee examines the case and gives its opinion on whether to issue the Validation Certificate.

A supplementary investigation may be requested by the Certification Committee. Where deemed useful, the Certification Committee may contact the Client before giving its final opinion.

the Certification Committee decides whether to issue a Validation Certificate or not, and the Client is notified thereof.

The Certification Committee's decision is communicated to the Client and:

a) if it is positive, a Validation Certificate is issued and a declaration as well, if required by the Programme. Moreover, the Final Assessment Report is delivered to the Client. Once the Certificate is issued, ICMQ enters the Client in a specific Register. This Register will be published and/or publicised according to the forms and methods established by ICMQ. In addition, the information relating to the certificate may be sent, when requested, to the persons entitled.

b) if it is negative, it is communicated to the Client, in accordance with the requirements of ISO/IEC 17029 or the specific requirements of any Programme. In this case , the Client will also be informed, if appropriate, on how the validation process can be continued (e.g. with an additional visit).

The Client may appeal the ICMQ and the Certification Committee's decision in accordance with article 21 of these General Conditions.

The communication of the assessment outcomes (whether positive or negative), the Final Assessment Report, and (only in the case of a positive assessment) the Validation Certificate and the possible declaration (if foreseen by the Programme) will be provided to the Client no sooner than 25 working days after the ICMQ Audit Team's final date of the on-site verifications.

11.9. Validation Renewal

ICMQ schedules, according to the provisions of the Programme if any, oversight and renewal visits after 3 years, during the period of validity, in order to verify the actual achievement of the planned and validated results. This measure will be promptly communicated to the applicant when deliberating on the validation of the claim.

However, the assessment process will have to be repeated if there is a change in the boundary conditions (process, technologies used, inputs, etc.) in order to reconfirm the validity of the claim. For this reason, the applicant shall promptly notify ICMQ of any changes affecting the scope and context of the

claim.

11.10. Periodic or oversight assessments, supplementary and/or extraordinary assessments

On-site assessments are conducted in accordance with the provisions of the articles above.
In the case of relevant non-conformities, ICMQ can require supplementary assessments, or assessments that take place more frequently than once a year. Those assessments will be charged to the Client in accordance with the Rates Table in force at the time of those assessments.
Furthermore, if ICMQ receives reports about complaints or Non-Conformities or if there are any reasons to question the effectiveness of the Ethical Claim, ICMQ will have the right to perform an extraordinary assessment to check continued conformity to the Standard of reference initially assessed. These reports can also be made by Accreditation and/or Qualification Bodies and, in this case, the staff from these Bodies may accompany the ICMQ Auditor. Extraordinary visits may take place without prior notice. Should the Client not allow ICMQ to carry out such a visit, the validity of the Certificate will be immediately suspended. The costs for these visits are always charged to the Client, except where the extraordinary assessments do not reveal any Non-Conformities.

11.11. Definition of Audit Time

The Auditor engagement days, expressed in person-days, are defined according to:

- object of the Validation (Ethical Claim, Comparative Claim, ...);
- type of activity (assessment, periodic or oversight, renewal);
- Company size;
- Reference Programme.

Planning of the activities and the person-days required for each company/client can be consulted in the reserved area of the website www.icmq.org.

11.12. Changes and Extensions of the Claim

The Client wishing to extend the Claim must submit a specific Application for Validation to ICMQ according to the procedure specified in this document.

The ICMQ logo cannot be used until the extension has been obtained.

12. Validity of the certificate

The Certificate does not have an expiry date, except as provided for in the specific Programme, and its validity lapses when ICMQ considers that the conformity verified when it was issued no longer exists.

In such cases, ICMQ may suspend or revoke the Certificate.

13. Use of the certificate

The Client is granted the licence to use the ICMQ mark and the specific Programme logo, if any, with the right to use them in technical and advertising documentation but within the limits of the relevant Regulations.

The licence to use the Programme trade mark is subject to compliance with the Trade Mark Use Regulation defined within the Programme.

Any reference to the mark may only be used by the Client in connection with the validated claim and must not be misleading as regards the promotion of the product, process or service.

If the Certificate and the marks mentioned above are used improperly, ICMQ asks the Client to stop that activity immediately, having the right to adopt a measure to suspend or revoke the Certificate depending on the severity of the conduct.

The Client holding the certificate must immediately cease use of the same and the aforementioned trademark in cases of suspension, revocation and waiver of the certificate as well as in the case of the contract being terminated.

If the Client does not use the validation certificate and/or the aforementioned trademark correctly, the Client will be obliged to pay ICMQ a penalty of 500.00 euro (five hundred) for each breach and 100.00 euro (one hundred) for every day of delay in complying with these obligations, without prejudice to further damages being sought. ICMQ reserves the right to take any legal action, to publicise such action in magazines or newspapers, and to communicate it to the Competent Authorities.

14. Public dissemination of the certificate

The Client authorises ICMQ to keep updated, publish and/or publicise the List of its corporate clients holding the certificate (also on its website www.icmq.org) and on the website of a Programme Operator of a programme, so that anyone can check the existence of the certificate as well as its status (valid, suspended, revoked or waived). ICMQ will also communicate this information to the Accreditation Body (Accredia), and any other authorised party who may request it, and where necessary mentioning it in the ICMQ Newsletter and on the ICMQ website. Following the issuing of the validation, ICMQ notifies Accredia and the Programme every 60 days. Therefore, ICMQ, within this timeframe, shall not be held liable in any way for any problems that the Client may encounter regarding the non-confirmation of the Validation granted as a result of its absence from databases and/or validation lists in force by Accredia or other entities appointed for this purpose. ICMQ shall also not be held liable for any problems encountered by the Client and related to the updating of databases and/or lists in force by Accredia or other authorised parties.

15. Suspension of the positive result certificate

ICMQ shall have the right to suspend the validation certificate in all cases in which a situation of serious non-conformity to the requirements of the Reference Standard or a failure to meet the criteria set out in a Programme is detected.

More generally, ICMQ may suspend the validity of the ICMQ Validation Certificate, for a specific period of time, in the following cases, given by way of example:

a) the Client's production activity is suspended by order of a Judicial Authority;

b) the Client fails to adopt, within the set deadlines, corrective actions aimed at resolving the non-conformities detected, including during the assessment audits;

c) ineffectiveness of the corrective actions implemented by the Client as they do not guarantee the correct management of the non-conformities detected during the assessment or the maintenance of the minimum requirements of a Programme.

d) the Client fails to adjust the Certificate, within the set deadline, following changes to the Standard;

e) the Client makes changes to the Ethical Claim and/or its subject matter without reporting such changes to ICMQ;

f) the Client refuses to accept the audits established by these General Conditions and indicated as necessary by ICMQ;

g) the Client refuses to accommodate, without a valid reason, the Auditors appointed by ICMQ, the auditors from Accreditation Bodies and/or Licensing Bodies and Observers;

h) irregular use by the Client of the validation certificate and/or the trademarks of ICMQ and accreditation bodies and of the Programme, if any;

i) the Client fails to comply with an obligation set out in these General Conditions, including any failure to pay an invoice within the established deadline.

j) if a deed of protest has been issued against the Client or if the Client is placed under liquidation or is subject to executive and/or insolvency procedures.

ICMQ may indicate other modalities to handle the suspension of the Validation certificate, in relation to a specific indication of the SO.

ICMQ will inform the Client of the suspension of the Validation Certificate by registered mail with return receipt or registered email, specifying the duration of the suspension and the

conditions required for its revocation. During the suspension, the Client may not make use of the suspended certificate. If the Client fails to meet this obligation, the validation certificate will be revoked. Specifically, the Client must inform its (potential and current) customers and suppliers of the suspension where the certificate was (or may be) a decisive factor in the acquisition or maintenance of a contract/supply.

The Client can ask for the validation certificate to be suspended where it intends to suspend the production of its products/services or of an operational unit falling within the scope of the ethical claim for any reason, and for a significant period of time (more than 3 months), or where it relocates its production unit(s). In this case, ICMQ has the right to grant the suspension of the certificate for the period of time agreed with the Client, which, however, may not be longer than 1 (one) year or longer than the timeframe laid down in the specific Programme.

ICMQ may publish the suspension of the validation certificate, using any means.

When the reasons for the suspension of the certificate are no longer valid, ICMQ will inform the Client of its reactivation.

The certificate will be suspended from the day when the Client receives notice of the suspension. During the suspension period, the Client is still required to pay the annual Maintenance fee set out in the Rates Table.

At the end of the suspension period, ICMQ can conduct a supplementary assessment, charging its cost to the Client, to ensure that the conditions for the reactivation of the certificate are met. If the outcome of this assessment is positive, the certificate is reactivated. Otherwise, ICMQ may order its revocation. In either case, ICMQ will notify the Client in writing of the outcome of the verification/validation.

16. Revocation and Waiver of the positive result certificate

16.1. Revocation

ICMQ will revoke the validation certificate for the most serious infringements of these general contract conditions and/or of the relevant Standards. In particular, ICMQ will revoke the validation certificate in the following cases, given by way of example:

a) serious non-conformities detected in the course of monitoring/renewal assessment, confirmed by a formal opinion from the Certification Committee;

b) continuation of the reasons that led to the suspension of the certificate, without the Client having implemented the corrective actions in the set period;

c) repeated non-compliance with the obligations assumed toward ICMQ to remedy any detected and reported failures;

d) voluntary suspension of the activity that is the subject of the claim for more than 6 months or relocation of a production unit covered by the certificate, without promptly informing ICMQ;

e) permanent cessation or divestiture of the activities related to the claim and reported in the certificate;

f) Where the Client is protested or liquidated or involved in executive proceedings;

g) if the Client is subject to insolvency procedures and the receiver (or bankruptcy administrator) does not take over the bankrupt's position within the deadline required for the certificate to be maintained;

h) final sentence against the Client (*res judicata*) in judicial proceedings (including arbitration proceedings) for facts concerning non-compliance with the conditions set out in the Standard;

i) serious irregularities in relation to use of the certificate and/or the marks owned by ICMQ;

j) the Client fails to fulfil the economic conditions (article 8.5 of these General Contract Conditions) for more than 30 (thirty) days, running from the formal notice to comply sent by ICMQ to the Client itself;

k) additional cases expressed by the specific Programme.

ICMQ will notify the Client of the revocation of the certificate by recorded delivery letter with return receipt or certified email.

After receiving the revocation notice, the Client is required to:

a) return to ICMQ the original of the certificate within 7 (seven) days from receipt of that communication, by an accompanying registered letter declaring that the obligations specified in letters b), c) and d) below have been fulfilled;

b) immediately refrain from using copies and/or reproductions of the revoked certificate;

c) promptly remove any reference to the revoked certificate from its letterhead (on letters, faxes and emails), business cards, technical and advertising material (including its company internet domain and any internet domains of associations of which it is a member);

d) immediately inform its customers and suppliers of such waiver with the same method used to communicate the issue of the certificate.

The Client has the burden of demonstrating that it has fulfilled the aforesaid obligations in writing and, therefore, witness evidence is not admitted.

If the Client does not comply with the specific obligations indicated above, it must pay ICMQ a penalty of Euro 500.00 (five hundred) for each violation and Euro 100.00 (one hundred) for each day of delay in complying with those obligations.

Following that revocation, ICMQ will:

a) cancel the certificate;

b) delete the Client from its "Register of Certified Companies" and publish that revocation by any means;

c) reject any new application for Validation of an Ethical Claim by the Client before the Client has actually removed the causes that led to that revocation.

ICMQ may publish the revocation of the certificate, using any means.

The revocation of the certificate will not entitle the Client to any reimbursement of the rates and/or fees paid on any basis, which will be retained by way of penalty and it does not remove the obligation to pay anything that has accrued in the meantime.

In any event, the Client is required to pay the maintenance fees for the entire calendar year in progress at the time of revocation of the certificate.

16.2. Waiver of the positive result certificate

The Client may waive the validation certificate prior to its natural expiration by sending a registered letter with return receipt or a certified email, in the following cases:

a) when it no longer wishes to maintain the certificate, giving formal cancellation to ICMQ with prior notice of at least six months;

b) when the activity, regarding the products and the production unit for which the certificate was achieved, is shut down;

c) if changes are made to the Standard and the Client cannot or does not intend to adjust to the new specifications;

d) where the Client does not plan on accepting a change to the rates established by ICMQ for its services and such a change is 10% (ten percent) higher than that established in these General Terms and Conditions;

e) if major corporate changes and/or changes to the legal form have been made.

In the cases indicated in letters c) and d), above, the Client must send a written notice of its waiver to ICMQ within thirty days from receiving notice of such changes.

ICMQ shall notify the Client, by registered letter with return receipt or certified email, of the date of expiry of the certificate's validity.

From the date of forfeiture of the certificate, the Client shall be obliged to:

- return to ICMQ the original of the certificate within 7 (seven) days from receipt of that communication, by an accompanying registered letter declaring that the obligations specified in letters b), c) and d) below have been fulfilled;

- refrain from using copies and/or reproductions of the waived [certificate];
- remove any reference to the waived certificate from its letterhead (on letters, faxes or emails), business cards, technical and advertising material (including its Internet domain and any Internet domains of associations which it is a member of);
- inform its customers and suppliers in the same terms with which the issuance of the certificate was communicated.

The Client must prove that it has fulfilled the aforementioned obligations in writing and, therefore, witness evidence is not permitted.

If the Client fails to fulfil the specific obligations referred to above, it must pay ICMQ a penalty of Euro 500.00 (five hundred) for each violation and Euro 100.00 (one hundred) for each day of delay in complying with those obligations.

On the date on which the validity of the certificate lapses, ICMQ will:

- cancel the certificate;
- delete the Client from its "Register of Certified Companies" and publish the waiver by any means.

The waiver of the Validation Certificate will not entitle the Client to claim the reimbursement of any price and/or fee paid for any reason, which will be withheld as penalty, and/or will not annul its obligation to pay any amounts accrued in the meantime.

In any event, the Client is required to pay the maintenance fees for the entire calendar year in progress at the time of waiver of the certificate.

In the event that the waiver of the validation certificate is communicated with less notice than provided for in subsection a) and the Client obtains a certificate from another certification body within 18 (eighteen) months of such waiver, the Client shall also be obliged to pay ICMQ a penalty equal to the fee due to the latter.

Should the Client waive the validation certificate by reason of changes in the Rates Table referred to above, the Rates Table preceding such changes will apply during the prior notice period.

16.3. Facts discovered after the issue of the validated claim

If new facts or information emerge after the issue date, which could significantly influence the validated claim, ICMQ shall:

a) inform the Client as soon as possible;

b) take appropriate measures, including:
   - discuss the matter with the Client;
   - consider whether the validation should be subject to revision or withdrawal;
   - timely notify the Programme Operator.

If the validated claim requires revision, ICMQ will issue a new claim and review the final evaluation report. If necessary, ICMQ may ask the Client to repeat the Validation process to confirm the Validation. ICMQ may also inform other interested parties that the accuracy of the original claim may be affected in the light of new facts or information.

17. Terminating the contract

The contract is terminated *ipso iure* in the following cases:

a) revocation of the certificate;

b) waiver of the positive result certificate;

c) a serious breach of these General Terms and Conditions and of their Attachments, including failure to pay an invoice for more than 30 (thirty) days from receiving the formal letter requiring compliance sent by ICMQ;

18. Changes to the Standard and to these General Contract Terms and Conditions

Changes in the requirements for the verification/validation of the Ethical Claim may occur due to:

– changes to regulations and reference documents;

– changes to these General Contract Terms and Conditions.

In the first case, the information is provided by means of a communication from the regulatory and/or accreditation bodies and the ICMQ newsletter.

In the second, ICMQ will provide information by certified email to the Organisations for which a Validation Certificate has been issued and/or a Verification/Validation process is under way, making the document available in the reserved client area of the site www.icmq.org. ICMQ will also define the date from which the changes will come into effect, providing a reasonable period of time for Organisations to adapt to the new requirements.

Organisations that do not intend to adapt their certificate to changes in the reference standards or in the conditions for issuing the certificate may waive the Validation provided that they notify ICMQ in the manner indicated in art. 16.2 of this document.

In the event of changes to the Reference Standards, ICMQ reserves the right to verify the conformity of the certificate issued to the Client to the new regulatory requirements.

The costs of any audits are borne by the Client to which the certificate was issued.

19. Civil liability

ICMQ is only liable for damages caused by intentional acts or gross negligence and in any case within the limits set out below.

The Client accepts that, in the event of non-fulfilment by ICMQ, the Client may seek compensation for any damage up to the maximum amount equal to the total due to ICMQ for the entire duration of the contract. Any failure to discharge a duty that is attributable to force majeure, unforeseeable circumstances or strikes, does not amount to a breach by ICMQ.

ICMQ is insured against damages to property and people and damages to assets, having taken adequate insurance with a leading insurance company.

ICMQ carries out a quantitative assessment of potential risks that may cause future adverse impacts on the Client and its Stakeholders on the basis of sampling. Even if the level of risk exposure is classified by ICMQ as 'Very Low', this does not in any way guarantee that the described event will not occur in the future.

20. Appeals

The Client may appeal an ICMQ decisions, giving reasons for the appeal sent by registered letter with return receipt or certified email, within thirty days of such a decision being communicated, or else this right will be lost.

Within three months of receiving an appeal, ICMQ will give its final decision.

If the appeal is rejected, any costs for appeal-related activities will be charged to the Client.

21. Complaints and Grievances

Any complaints or grievances relating to the activities of either ICMQ or the Client may be sent to ICMQ, as well as by the Client itself, also by third parties who can refer to these General Contract Terms and Conditions available on the website www.icmq.org and/or to the Programme Regulation. The description of the complaints and grievances process is given to those applying therefor.

22. Privacy

Pursuant to EU Regulation 2016/679 and domestic legislation on privacy, the Client hereby authorises ICMQ to process the personal data of the natural persons subject - directly or indirectly through third parties - to processing relating to the requirements connected and/or related in any way to this document. The Controller is ICMQ. Comprehensive information is available on the home page of the website, www.icmq.it.

23. Copyright

ICMQ owns the copyright on all documents (Application Guides and Checklists) provided to the Client or holds the licence to use them under agreements with the Scheme Owner and/or the

Programme Operator. This latter can therefore use these documents only within the scope of the contract with ICMQ. The Client may not photocopy, reproduce or publish such documents, not even in part, without the prior written consent of ICMQ.

24. Disputes - Arbitration

24.1. Arbitration

The parties intend to exclude the jurisdiction if ordinary Courts, so that any dispute that might arise between them in relation to the validity, interpretation and execution of these General Conditions will be settled by arbitration in accordance with the Regulations of the Arbitration Chamber of Milan and in accordance with the provisions of law on the merits of the dispute. The Arbitration Board will be made up of a sole arbitrator appointed in accordance with the said Regulations. The arbitration proceedings will take place in Milan.

In the event of a dispute, the plaintiff's lawyer shall file the request for arbitration including also the request to appoint the arbitrator by the Court of Arbitration, also submitting a copy of this request to the defendant by registered letter with return receipt or certified email. The defendant's lawyer shall file a statement of defence within 45 (forty-five) days of receiving the request for arbitration from the General Secretariat, sending a copy of this statement to the plaintiff's lawyer by registered letter with return receipt or certified email. For any other statements, the deadline for filing shall be no less than 45 (forty-five) days from the statement or from the previous hearing. The lawyers will be sent all communications relating to the proceedings, including the notification of the award.

The award will be issued within 180 days of the arbitrator's formal acceptance of his/her appointment, subject to any extensions granted in writing by both parties and subject to the arbitrator's right to extend the deadline automatically, for no more than 180 days, if this is required for investigation purposes. The suspension of legal deadlines during the holiday period shall be applied under the terms of the arbitration procedure.

The award will be final, conclusive and binding on the parties, who expressly waive the right to challenge the award; therefore, the parties undertake to comply with its content and to abide thereby immediately and, in any case, within and no later than the essential deadline of 10 (ten) days from communication of the award. Otherwise, the defaulting party will pay to the other party a penalty of Euro 100.00 for each day of delay.

24.2. Judicial Authority

ICMQ expressly reserves the right to bring an action before the Judicial Authority of the Court in Milan as an alternative to the arbitration proceedings referred to above, both in the case of disputes relating to the payment of any amounts due under these General Conditions and for precautionary procedures (and other procedures reserved to the Courts). The Client may not, in any case of opposition to the injunction order, make objections in order to avoid or delay the performance due, except solely those fees have already been paid. Any other objection (objection in the technical sense and counter-claim) must be raised in the arbitration proceedings mentioned above.