ICMQ
Certificazioni e controlli
per le costruzioni

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General Terms of Contract

FOR THE ISSUANCE AND MAINTENANCE OF THE PRODUCT CERTIFICATION

CONTENTS

FOREWORD

ICMQ S.p.A. (hereafter ICMQ) is a Certification and Inspection body which, working as an independent body, issues to applicant organisations certification services according to various accredited and/or qualified and/or notified schemes.
As regards Product Certification, ICMQ issues the Certification after verifying the requirements of specific product Standards and/or technical specifications.
The certification schemes defined by the ISO/IEC 67 "Fundamentals of Product Certification" Guide will be applied.

1 Definitions

The terminology listed below, where used with upper case letter in these General Terms, will have the following meaning:
ID Code: alphanumeric code used by the Client to identify each product model;
Trade Name: the name given, for commercial purposes, to the manufactured product model;
Graphical Documents: drawings on a 1:1 or 1:2 scale of each model of manufactured product, complete with nominal dimensions of the model for which the granting of the right to use the Mark is requested. The drawing must indicate the ID Code of the model, any Trade Name, and all information on its performance characteristics;
Sampling Amount: conventional parameter used by ICMQ to assess the number of samples to be taken annually;
Model: product characterised by a well-defined geometrical shape and a certain superficial aspect. Each Model coincides with an unique ID Code;
Homogeneous Production: the ongoing manufacturing of the same product model using concrete made with the same formula;
Daily Cycle: daily cycle, or shift of eight or more hours, means a continuous cycle of Homogeneous Production;
Corrective Actions: all actions to be taken by the Client to eliminate the Non-Conformities identified by ICMQ;
Sample: set of *n* products of the same type to undergo laboratory tests;
Production Control: Client's internal control system which refers to that part of the UNI EN ISO 9001 standard on Production and which guarantees the conformity of the products with the requirements of the Standard of reference;
Client: set of persons and means with precise responsibilities, authorities and interrelations. Term used to indicate the supplier of a product and/or service which makes the certification application.

Certification Committee: the set of people who will decide on the Issuance, Maintenance, Renewal, Suspension and Revocation of the Certification;

Certification: the certification issued by ICMQ to the Client, certifying the conformity with the standards/specifications of reference of all products belonging to the same type manufactured by the Client in all the Production Units. The Certification uniquely identifies the performances declared by the Client;
Mandatory Characteristics: the characteristics that the Client must mandatorily declare;
Special Regulation/Certification Scheme: a document prepared by ICMQ specifying the Standard requirements for the specific type of Product/Service that must be applied in the Production Control System;
Audit Group/Inspectors: the persons assigned by ICMQ to carry out the audit in the field or at the premises to assess the conformity of the Production Control of the Client's Products in relation to a specific standard or other technical specifications;
Client's Testing Laboratory: laboratory that carries out the tests for Production Control. It may be internal or external to the Production Unit;
Accredited Laboratory: testing laboratory that has been granted accreditation by the qualified Bodies;
Recognised Laboratory: testing laboratory recognised by ICMQ;
Production Line: production system of a plant where Products or Product types subject to Certification are manufactured;
Control List: the document prepared by ICMQ and used by the ICMQ Inspectors to gather evidence of the respect or otherwise by the Client of the requirements of the Standard of reference;
Conformity Mark: the mark applied to products in compliance with what is stated in Art. 14 of these General Terms indicating that, with sufficient certainty, a product conforms to a specific standard or to other technical specifications;

Non-Conformities: deficiencies found during audits conducted by ICMQ Inspectors. These are classified as "major" in the case of a systematic failure to meet a requirement of the standard of reference or a certification requirement, or the failure to respect an applicable legal requirement, which prevents certification. A minor non-conformity that persists over time.
The case may not be submitted to the ICMQ Certification Committee for the granting or renewal of the certification until: for each non-conformity classified as major, the effectiveness of the corrections and corrective actions undertaken has been verified, either at documentary level or through an additional audit.
Non-Conformities are classified as "minor" in the case of a deficiency not falling within the definition of major non-conformity which therefore does not put at immediate risk the certification or the maintenance of the same.
The case may not be submitted to the ICMQ Certification Committee for the granting or renewal of the certification until ICMQ has been provided with a resolution plan of the non-conformities in a timescale approved by ICMQ itself.
In reviewing the case, ICMQ may request an additional audit to assess the effectiveness of the correction and corrective actions for the major non-conformities highlighted or to assess different timeframes for the resolution depending on the problem highlighted in the non-conformity itself.
Recommendations: these are deficiencies not falling within the definition of major and minor non-conformities; their resolution will be ascertained by the ICMQ Inspectors during the next periodic audit.

Standard: the set of requirements envisaged by the technical standards of reference, specifications, technical rules, regulations, etc.;
Sampling Body: personnel instructed by ICMQ to carry out any taking of samples according to established procedures;
Product, Service: result of the Client's activity, which must be compliant with established specifications, which may consist of national or international technical standards, specifications agreed with the Client or internal to the Client, or other identified documents;
Laboratory Test: technical operation which consists of identifying the characteristics of a Product according to specified procedures;
Supervision: activity by which ICMQ periodically checks that the Client operates and produces in a continuous manner in conformity with regulatory requirements;
Production Unit: location in which the activities are exercised that are connected to the manufacturing of products and/or services to which the Certification Application applies;
Assessment: action by which ICMQ ascertains how the applicant Client operates and manufactures to judge its conformity with the product Standard and/or the technical specifications of reference;
Initial Type Tests: tests carried out when starting to manufacture a new type of product and/or family of product types and/or when establishing a new Production Line to confirm that the product properties meet the requirements of the Standard/technical specifications of reference and the values declared by the Client.
For all other definitions contained in these General Terms, reference is made to the definitions quoted in standards UNI EN ISO 9000 "Quality Management Systems – Fundamentals and Vocabulary" and UNI CEI EN 45020 "Standardization and related activities - General vocabulary", which are cited here in full.

2 Subject of the certification service. Prohibition on consulting

2.1 Subject of the service.

The Product certification involves ICMQ examining the Client's

facility and procedures, confirming that they satisfy all requirements relating to the products covered by the subject of the Certification, and that the procedures are applied and are sufficient to ensure that the products, processes or services provided by the Client can be trusted.

2.2 Prohibition on consulting.

ICMQ does not carry out, either directly or through subcontractors, any consulting services to help Organisations develop management systems or prepare their documentation for such schemes.

3 Documents and technical standards of reference

The following documents are considered to be the technical standards of reference:

- UNI CEI EN ISO/IEC 17065 (current version) "Requirements for bodies certifying products, processes and services;
- all provisions envisaged by the ACCREDIA regulations, available on the website www.accredia.it, for Certifications issued under accreditation and which the Organisations undertake to know and apply;
- Mandatory regulations/laws applicable to the sector and to the Standard for which certification is requested;
- Applicable EA/IAF Guidelines.

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

a) rates in force for the certification;

b) Certification application and attachments (if any);

c) these General Terms of Contract;

d) the specific attachment for the Standard of reference (if any).

In any event, the Client undertakes to check periodically, at least every six months, on the website www.icmq.org (reserved area), if the aforementioned documents indicated above have been changed with regard to what was signed when the Certification Application was submitted, and, in any case, before each renewal.

4 Impartiality Committee

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

5 Contract duration

The certification contract is formalised on the date on which ICMQ receives these General Terms, duly stamped and signed by the Client. These Terms may be sent in advance by fax before being sent in original to ICMQ.

The contract will be valid for 3 (three) calendar years running from the first day of the month corresponding to the issuance of the ICMQ Certificate.

The contract will be tacitly renewed for another 3 (three) years unless either party cancels it by sending a recorded delivery letter with notice of receipt to the other party, 6 (six) months before the expiry date.

The contract will expire 1 (one) year after its formalisation if, for reasons of force majeure that are not attributable to ICMQ, the 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 may not claim any reimbursement of the sums paid, and it must also pay to ICMQ all fees due for any activity carried out by ICMQ during the validity of the contract itself, in accordance with the rates indicated in the rate list in effect at the time of the performance, unless otherwise agreed in writing by the parties.

6 ICMQ's obligations

The Assessment will be carried out by ICMQ, for the conformity check with the Standard/technical specifications of reference of the Production Control of the construction products, as defined in Art. 1 of these General Terms, for which the Client requests certification, with all professional diligence. The assessment will be carried out with the utmost independence and impartiality. ICMQ's obligation, in relation to its certification activity, is to provide a service and not to achieve an objective.

Some certifications may involve initial tests on the product and the examination of the quality plan prepared by the Client, followed by supervision of the company's self-control system and tests on samples taken in the factory and/or from the market. Other certifications are based upon the performance of tests and initial assessment visits followed by tests and supervision visits; others may be based solely on tests of initial type, or initial validations, and supervision visits. The most appropriate certification scheme identified in the ISO/IEC 67 Guide will be identified and applied for each regulation.

As a result, ICMQ may only issue the Certificate to the Client if the Production Control referring to the type of products subject to the certification request is able to control what is envisaged by the relevant standard and if the outcome of the tests envisaged by the ISO/IEC 67 Guide, insofar as it is applicable to the type of products, is successful.

ICMQ is in no way responsible and may not be held liable for any third party rejection of the certification or for any claims for damages/sums or compensation for failing to meet expectations in relation to the certification.

6.1 Conformity check procedure

The conformity check is implemented by ICMQ referring to the requirements described in the Standard and in the technical specifications of reference, by means of three fundamental activities:

- initial type tests on the product, when applicable;
- supervision tests on samples taken in the factory, on the market or at the construction site (when applicable);
- check and supervision of production control in the factory.

The application of these methods, separately or together, is described in the Special Regulations/Certification Schemes.

The assessment of Production Control consists of an initial check of both the suitability of the plants, measuring and testing devices, and the processing staff, and the production management rules, carried out during the work activity in order to obtain evidence of the application of that Production Control; thereafter, by way of an annual (meaning a 12 month period) periodic check, which ascertains and assesses the continuing application of the Production Control.

ICMQ will check that the Client not only knows and is able to manage all aspects linked to Production Control, but that it also actually does implement them effectively.

The issuance and maintenance of the Certification does not constitute any guarantee by ICMQ that the Client respects the legal 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 with 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 any identified non-conformities does not mean that non-conformities in the Production Control are not present.

If it is necessary to take samples to carry out laboratory tests, the technical and operational details concerning the morphology, sizes and characteristics of the products will be agreed in advance with the Client.

If appropriate, the Inspector, at the same time as the visit, carries out the sampling and identification of the samples. If the product so allows, he may even take samples to be transported to the laboratory. Otherwise, having identified and marked the samples, the Client will send the samples to the laboratory at its own expense.

In any case, in addition to the testing costs, the Client will also be charged any costs of disposing of the samples, where required.

If products sampled and tested are found not to conform with the standards of reference, ICMQ will arrange for further

supplementary tests to be charged to the Client. If the outcome of the supplementary tests also highlights non-conformity with respect to the acceptability criteria established by the standards of reference, the products belonging to the relevant batch must be managed according to procedures that facilitate their identification and prevent their marketing, until the relevant decisions are made and documented.
Product non-conformities may be treated in one of the following ways, alternatively:
a) reprocessing to meet the necessary requirements;
b) downgrading;
c) destruction.
Downgraded products must be marketed by the Client without making any reference to the Conformity Mark, on the packages and on the sales documents. If the non-conforming product has been marketed involuntarily, the Client must have a procedure that regulates the measures to be taken, and involves their registration and documentation. Evidence must be given to the Inspectors of the application of that procedure.
In the case of non-conformities, ICMQ will order the Client to normalise production within a specific time period which will be established each time, and will carry out supplementary sampling. In the case of serious or repeated non-conformities, ICMQ may temporarily suspend the Certification. The suspension may be converted into a final revocation of the Certification if the corrective actions implemented by the Company do not achieve the normalisation of production.

6.2 a ICMQ Inspectors
ICMQ undertakes to assign the conduct of the assessment activities only to qualified Inspectors chosen on the basis of their experience in the field of certification and their technical knowledge of the products for which the Client applies for certification, as well as on the basis of the requirements established by ICMQ.
The Audit Team may consist of “individual auditors" (Inspectors) or “several auditors”; in the Audit Teams, the member who coordinates and manages the inspection audit is known as the "Lead Inspector", who liaises with the Client subject to the audit.

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

ICMQ provides the Client with details of the Inspectors instructed to carry out the audit.
The Client has the right to request basic information on the inspectors and, within 5 calendar days, may reject one or more of the Inspectors proposed by ICMQ. The reason for that rejection must be provided in writing. If the reasons are valid, ICMQ will propose new inspectors.
The Inspectors, for the Production Control, will contact the Client to agree the audit date and to establish any organisational logistics.
If an Inspector, for serious reasons (e.g. sickness, injury, etc.), is prevented from carrying out the audit or has to interrupt it whilst it is taking place, ICMQ may appoint a replacement, in agreement with the Client. The general criteria for carrying out inspection audits conform to the UNI EN ISO 19011 standard and the UNI CEI EN 45011 standard.
The aforementioned inspectors are contractually bound to respect all duties and obligations of ICMQ, including respect of all the rules of ICMQ Management System, particularly those in relation to independence, conflict of interest and personal data processing.

6.2 b Testing laboratories
The laboratories at which any tests indicated in point 6.1 are carried out must be laboratories that have obtained prior recognition from ICMQ.
ICMQ reserves the right to assess, according to its own procedures, the existence of all requirements and elements involved in the definition and correct functioning of a laboratory. The recognition of laboratories is carried out on the basis of the UNI CEI EN ISO/IEC 17025 standard.
Laboratories accredited by qualified Bodies are automatically recognised by ICMQ.

6.3 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 Terms, are confidential. Access thereto is regulated by a specific ICMQ procedure which imposes a confidentiality obligation upon Inspectors and on all ICMQ staff involved in the certification 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 being certified or already certified, from ICMQ or directly from the Client’s office, are equally bound by professional secrecy.
ICMQ will communicate to all data subjects all information in its possession within the limits and in the cases when this is imposed by any rule of law.

6.4 Certificate Issuance
ICMQ may issue the Certificate only if the initial type tests, when required, on the samples taken have given a positive result and the Production Control is able to respect the contents of the standards/technical specifications of reference.
ICMQ may maintain the Certificate in place for the entire duration of the certification contract only if the Client’s Production Control conforms to the Standard/specifications of reference for that whole period and this is confirmed by all periodic audits, and if the periodic supervision tests on the sampled products, when required, have given a positive result.

6.5 Liability Limits
ICMQ is explicitly exonerated from any liability:
a) For its assessment of the Production Control carried on by the Client, if the latter fails to provide some information (including documents) and/or provides incomplete information and/or if the information provided does not correspond to the real situation;
b) For defects of products/services supplied by the Client to third parties, including issues related to product liability;

7 Client’s obligations

7.1 Delivery of contractual documents
The Client must deliver to ICMQ all documents envisaged by the certification agreement regarding its Production Control and the list of the characteristics of its products to be certified, as well as the Graphical Documents, complete with any information required by the Special Regulation/Certification Scheme at least 15 days before the date fixed for the initial audit, unless otherwise agreed between the parties. Any lack of or partial receipt of that documentation will prevent ICMQ from starting the certification process.

7.2 Obligation of collaboration and workplace safety during audits
The Client undertakes to provide the utmost collaboration to ICMQ for the audits and in particular it must:

a) facilitate access for the Inspectors to its premises where the activities subject to the Production Control are carried on, informing, before that access, of the existence of any specific risks in the area in which the ICMQ inspectors are to work and the safety and emergency measures adopted in relation to their activity. In addition, the Client must provide to the ICMQ Inspectors all Personal Protective Equipment and anything else that is required in conformity with the laws in force on workplace safety;

b) facilitate access to all necessary information (including documents) for the Assessment, ensuring its completeness and accuracy;

c) guarantee the presence of necessary staff;

d) if the Client requires its own external consultant to participate in the audits, it will ask ICMQ for authorisation. Any such consultant may attend at the audits only as an

observer and may not interfere.

The obligations cited above also apply towards:

- any assessors of the Accreditation and/or Qualification Bodies, working to preserve the ICMQ accreditation and/or qualification, who the Client is required to accommodate if required;

- any observers to the audits, sent by ICMQ to monitor its Inspectors or to train those observers, who the Client is required to accommodate if required.

7.3 Obligation of maintenance of conformity

The Client undertakes to conform and to ensure it conforms over time with all international, national or local mandatory requirements (laws, regulations, etc.) applicable to its products and services.
The Client undertakes to maintain its Production Control in conformity with the requirements of the Standards/technical specifications during the entire validity period of the Certificate.
The certified Client must promptly identify the Corrective Actions necessary to avoid any infraction of the Standards/technical specifications of reference.
When the Client intends to supply, with its name and brand, third party products/services to its customers, it must obtain them from manufacturers/suppliers certified by ICMQ or, failing that, carry out or have others carry out all checks that it would perform if the manufacture/supply was carried out by itself.

The Client may affix the Conformity Mark and market the purchased products only after the results of the checks carried out on the purchased products are known and are positive.
In any case, ICMQ reserves the right to check at any time that the products manufactured and sold to the Client conform to the standards of reference. Checks may take place both at the Client's plant and at the supplier. Therefore, the Client must add a clause into the contracts by which ICMQ is given the possibility of carrying out checks at the suppliers.

After obtaining the Certificate, the Client undertakes to send to ICMQ, every year, updated data on its workers and turnover.

7.4 Changes to Production, Production Control and the Product. Client-related changes. Prejudicial events

A) Changes to Production, Production Control and the Product.
The Client must report to ICMQ, before adopting them, substantial changes to Production, to Production Control in the production units already certified by ICMQ and to the Product, deriving from the installation of new production plants/systems or the introduction of new products and/or new activities (see Art. 7.3). The documentation on the changes must be submitted to ICMQ which performs all checks to decide whether or not an inspection assessment is necessary. If the outcome of the checks finds that the changes conform to the requirements of the Standard/technical specification of reference without the need for a further onsite check, ICMQ informs the Client. If an onsite check is required, this will take place, with costs borne by the Client, following the procedure indicated in these General Terms.
B) Client-related changes. If changes occur (or are about to occur) in relation to the Client, the same will be classified as:

a) Significant Changes: purely by way of example and without limitation: shutdown of activity; suspension of activity for a period exceeding three months, transfer of one or more production units, transfer of all activity to another legal entity, sale or lease of the business unit covered by the certification, participation in a merger and/or incorporation, change in Tax Code/Companies Register number, significant change in the number of employees, significant alterations to 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 has the right to request a new document examination and/or a new inspection audit and/or a new Certification Application, with costs borne by the Client, which undertakes to accept that decision;
b) Non-Significant Changes: purely by way of example and without limitation: change of name or company name, change of legal status (e.g. from a general partnership to a limited liability company (Italian S.n.c. to Italian S.r.l.)), change of registered office address, change of VAT number, etc. In all these cases, ICMQ will issue a new ICMQ Certificate containing the requested changes, with costs borne by the Client.

C) Prejudicial Events. If the Client receives protests or is placed into liquidation or subjected to enforcement and/or insolvency procedures, it must notify ICMQ within 15 (fifteen) days of the event, by recorded delivery letter with notice of receipt.

7.5 Fee payment obligation

The Client undertakes 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 extraneous to its control.
The Client must comply with the payment methods and the rates in force at the time the activities are carried out, which are indicated in the Rate List in force. Annual fee changes are notified to the Client by sending the new Rate List by letter, fax or email (or equivalent means that gives written confirmation of receipt).
The Client must pay in advance the annual fee to maintain the Certificate by and not beyond 31 January of each 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 undertakes to pay to ICMQ the fees for Examination/Acceptance of the Certification Application, the Certification Registration, the Issuance of the Certificate and the Maintenance of the Certificate, as indicated in the Rate List and according to the payment methods specified therein, unless otherwise agreed between the parties.
The aforementioned fees include ICMQ's costs for managing the certification, while they do not include the rates (and reimbursement of out-of-pocket expenses) for inspection audits, samplings and product tests, if required, which will be charged according to the Rate List in force at the time of the audit.
As regards the rates of any supplementary audit and the fee for re-issuance of the Certificate, as well as the rate for any other service provided by ICMQ, reference will be made to the Rate List in force at the time of the request.

7.6 Interruption of the inspection audit

If a scheduled audit cannot be commenced or must be suspended due to reasons attributable to the Client (such as lack of implementation of the procedures relating to Production Control to be certified, lack of availability of the company representatives involved in the audit, etc.), the latter must in any case pay to ICMQ the amount corresponding to the total cost of the inspector, including expenses. However, the Client has the right to suspend the audit and the certification process at any time; ICMQ reserves the right to claim from the Client the respective costs resulting from the suspension of the planned activities, notified to the Client.

7.7 Obligation to manage complaints

The Client must:

a. maintain a register of all received complaints of which it has become aware in relation to the conformity of the products/services with the requirements of the Standards/Specifications of reference;
b. adopt all appropriate actions as a result of those complaints or any deficiency identified in the products or services falling within the scope of application of the Certificate;
c. document and record the actions taken;
d. make available to the ICMQ Inspectors both the registrations of complaints and the documentation relating to the actions adopted and the results achieved;

e. accommodate, following complaints, any inspection audits without prior notice decided by ICMQ and/or by the ICMQ accreditation body.

8 Factory Production Control (FPC)

The permanent production control carried out by the Client, through tests and checks, is a major part of the product quality guarantee system; this control guarantees that its products/services conform to the characteristics declared and ascertained by the initial qualification tests, if applicable.

The Client must have and apply defined written methods and/or procedures in order to meet the defined requirements of its own products/services. This documentation of the production control system must ensure the correct interpretation of quality guarantees and allow the achievement of requested/declared characteristics of the products.

The Client must manage the FPC and carry out the additional tests on samples taken both at the factory and at the construction site according to a specific control programme.
The requirements of the production control, the testing methods and the sampling criteria are defined in the technical standards of reference and/or in the Special Regulation/Certification Scheme of ICMQ attached to these General Terms, which the Client declares to know and to use.
The Client must subject the type of products for which it requested and obtained the certification to its own continuous control, which meets the requirements of the standards/technical specifications of reference indicated in the "production control system manual", and which must refer to the requirements of the specific Special Regulation/Certification Scheme prepared by ICMQ for each type of products for which certification is requested.
All checks and registrations concerning the self-control envisaged by the company procedures must be documented and duly recorded.
If the manufacturer is in possession of the Quality System Certification issued by ICMQ, it must simply supplement its quality manual with exhaustive indications concerning the significant requirements of the Special Regulation/Certification Scheme of the products subject to certification.

9 Certificates

The Certificate attests that the Client exercises, in the operating units indicated in the certificate, permanent internal production control in conformity with the provisions of the standards/technical specifications of reference and that, with sufficient certainty, the listed products conform to the Standards/technical specifications of reference.

10 Start of the Certification Application

Before starting the certification activities, ICMQ issues a quotation based upon the information provided by the Client.

The client must submit to ICMQ a certification Application with which it accepts the quotation and the documents related or connected to it.

ICMQ may request further information and/or documents to complete the application.
ICMQ then starts the certification process and gives formal notice to the Client of the names of the inspectors forming part of the audit group.
Any products that are not listed in the classification provided by the manufacturer will be duly reported to the Client, giving reasons for their exclusion and/or different classification.

11 Process for issuance of the Certificates

The Certification procedure includes the following main phases:
- check of completeness of the certification application;
- confirmation of the start of the Certification process and the appointment of inspectors;
- possible preliminary check, following a written request by the Client;
- check of the conformity of the documentation;
- initial sampling of products to undergo testing;
- initial assessment check;
- initial sampling of products to be tested, if required;
- assessment of the results of audits and any tests;
- any supplementary audits;
- possible issuance of the Certificate;
- periodic checks on maintenance of the Certificate;
- periodic checks on product samples, if envisaged;
- any supplementary and/or extraordinary audits.

11.1 Verification of completeness of the certification application, confirmation of the start of the certification process and appointment of inspectors

The ICMQ Project Manager, after having checked the completeness of the documents annexed to the Certification Application and the payment of the fee to be paid with the Certification Application, confirms to the Client the start of the certification process and the appointment of the inspectors assigned to carry out the audits.
The Client will be informed of the audit duration in the phase of making the offer according to criteria defined by ICMQ or by the technical standards, where applicable.
If laboratory tests are required, the ICMQ Project Manager will inform the Client of the chosen laboratory.
In addition, the ICMQ technical/commercial secretary sends to the Client the Control Lists that are generally used by ICMQ inspectors to carry out the Production Control audit. In this way, the Client can assess independently the implementation level of its Production Control.

11.2 Preliminary audit

The Client, in order to assess the implementation level of its Production Control, may ask ICMQ for only a preliminary audit. The result of this audit does not affect in any way the subsequent assessment activity. In addition, this audit does not preclude the discovery of non-conformities during the conduct of the initial inspection audit and it does not affect the positive outcome of the latter.
ICMQ, based upon the documentation provided by the Inspectors after the "pre-audit" (audit report and annexes), informs the Client of the outcome so as to allow it to make the appropriate changes before carrying out the assessment inspection.

11.3a Initial audit of Production Control

The initial audit visit involves a visit to every production unit of the Client. The elements for the assessment of the Production Control are gathered according to Control Lists and any specific Application Guides for the product type subject to the certification application.

In particular, during the initial audit visit, the Inspector must verify:
- the coherence between the certification application and the activities carried out by the Client;
- the compliance of the systems, production procedures and internal controls with the standards/technical specifications of reference and any Special Regulation/Certification Scheme of ICMQ;
- the Production Control prepared by the Client.

The Client must make available to ICMQ:
- all Production Control documentation of the products for which the certification is requested including the procedures, in order to facilitate the assessment of the completeness and conformity with the standards/technical specifications of reference;
- the identification of processes and related criticalities;
- any complaints and related registrations.

The document assessment of the Production Control Manual may take place separately from the rest of the documentation. In this case, ICMQ sends to the Client its assessment in a specific form, specifying that the check of the respect of the formalised findings will take place during the audit.

At the end of the audit, the Inspector (or the Lead Inspector of the Audit Group) informs the Client of its findings on any non-conformities identified and any recommendations, which the Client must countersign. The latter, under penalty of forfeiture, may request from the Inspector the recording of any reserves.

Finally, the Inspector gathers in a report for ICMQ the findings,

observations and concluding assessments, attaching any supporting documents.
Documents relating to the corrective actions established by the Client to overcome the non-conformities identified may be attached.
At the end of the audit, the Inspector presents to the Client, during a final meeting, the results of the audit; specific forms are used for each non-conformity identified, in addition to deficiencies referring to each specific requirement of the standards/technical specifications of reference, and the objective evidence to support the aforementioned deficiencies. In the form, which must be sent to ICMQ, there is a space where the Client may report its proposal for resolving the non-conformity, the cause of the same, the corrective action and the time period within which it undertakes to carry it out (on average no more than 3 months).
If the Inspector identifies, during the audit, a serious violation of the Standards/technical specifications of reference and/or the legislative and/or regulatory provisions, it will issue a major non-conformity which will prevent the certificate from being issued until the violation itself has been rectified.

For Companies with a Quality System already certified by ICMQ for the same type of products and/or for Companies with Production Control certified for the same type of products, ICMQ may decide, based upon the results of the supervision visits, to examine only the documentation and initial samples of products to be tested, when envisaged.
Subsequent supervision visits will include, if and where possible, a simultaneous check on aspects concerning the Product Certification, the Company Quality System and/or Production Control.

11.3b Initial sampling of products to undergo tests
The initial audit tests are aimed at ascertaining that the products conform to the values declared by the Client, by running the required tests.
The samples taken must represent the types of products to be certified. The criteria for selecting the samples and the testing procedures must conform to the standards of reference, and the specific Special Regulation/Certification Scheme. The tests may be run on samples taken from the Client and/or from the market. If the tests are run on “prototypes”, tests or examination must be carried out later on samples taken from normal production to confirm the results. The samples, where possible, must be sent to the laboratory specified by ICMQ to be tested according to the requirements of the Special Regulation/Certification Scheme. The test results are sent by the laboratory directly to ICMQ. For products that cannot be sent to an external laboratory, the tests will be run directly at the plant under the close supervision of the Inspector. If the samples taken and subjected to tests are found not to conform to the standards, the Client is entitled to have the initial audit tests repeated, only once and at its own expense.

11.4a Assessment of audits results on Production Control
ICMQ Examination. The ICMQ Project Manager examines the report and confirms to the Client what emerged from the inspection audit.
ICMQ may decide to carry out a supplementary investigation, consisting of a documentary check or a supplementary visit, before submitting the case to the Certification Committee.
The case may not be proposed for granting the Certification until there is evidence, at documentary level or by way of a supplementary audit, of the effectiveness of the corrections and corrective actions for each non-conformity classified as major.
If there is no evidence that the major.NCs have been overcome and the responses of the Client relating to any minor NCs are considered unsatisfactory, the case for certification is not brought to the attention of the Certification Committee, and therefore the respective Certificate will be not issued.

11.4b Assessment of test results on products
ICMQ Examination. The ICMQ Project Manager examines the test report on products taken during the assessment visit.
The criteria and methods for assessment of the characteristics of the individual products are the same established by the Standards/technical specifications of reference and by the Special Regulation/Certification Scheme concerning the type of products to be certified.

11.4c Issuance of certificate
Certification Committee's Examination. The Certification Committee examines the case and expresses its decision on whether or not to grant the 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 granting or non-granting of the Certificate is decided by the Certification Committee and communicated to the Client.
The Certification Committee’s decision is communicated to the Client and,

a) if positive, a Certificate is issued which lists the types of products and respective declared characteristics, relating to each Production Unit covered by the Production Control. Following the issuance of the Certificate, the ICMQ secretary registers the Client in a specific Registry. This Registry 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 negative, the Certificate is not issued and the Client will be informed of the procedure for continuing the certification process (for example, with a supplementary visit).

The Client may appeal against the decision of ICMQ and the Certification Committee by the methods envisaged by Article 21 of these General Terms.

11.5 Periodic audits
The Certificate involves, for its maintenance, annual (seen as a period of 12 months) supervision of the Production Control to take place through periodic audits at the Production Unit covered by the Certificate, with prior notice of at least 5 days, and, when required, visits to take the Samples to be tested at the recognised Laboratory.
The number of periodic visits and taking of samples depends on the type of products subject to Certification. The number of audits and taking of samples is established, for each product type, in the Special Regulation/Certification Scheme.
The maintenance of the certification depends on the positive results of these audits according to the criteria indicated in Article 11.4. and the Special Regulation/Certification Scheme of product types for which the certification is requested.
If the Client refuses, without valid reasons, the visit by the Inspector, the certification will be suspended.
The Client must make available to ICMQ and the Inspectors, during their visits, a record of complaints and other communications relating to the products subject to certification, from any source, the responses given and any corrective actions undertaken.

If Essential Non-Conformities are identified, ICMQ establishes, case by case, a maximum period of time in which to resolve the non-conformities; when this period has expired without any solution, the certification is sent to the Certification Committee for suspension or revocation.

11.6 Supplementary and/or extraordinary audits
Supplementary audits, with a frequency shorter than annual (*meaning a period of 12 months*), may be requested by ICMQ if significant non-conformities are found. Those audits will be charged to the Client in accordance with the Rate List in force at the time of those audits.
In addition, if ICMQ receives reports in relation to complaints, Non-Conformities or there are reasons to doubt the product conformity and the effectiveness of the production control carried out by the Client, ICMQ will be entitled to carry out an extraordinary inspection in order to verify the continuation of the conformity with the Technical Standards of reference initially ascertained. Those reports may also be received by the Accreditation and/or Qualification Bodies and, in that case, operators from these Bodies may accompany the ICMQ Inspector, and the Client may not object. Extraordinary visits

may take place without prior notice. If the Client stops ICMQ from performing those activities, the ICMQ certification will be suspended immediately. The costs of sampling, tests and visits are always borne by the Client, except in the case of extraordinary inspections if Non-Conformities are not found.

11.7 Supervision

In order to verify the conformity of the products with the technical standards of reference, the Client must allow the persons instructed by ICMQ, even without prior notice:

- to access the production, storage and marketing locations of the products;
- to acquire all necessary information for the audit;
- to take samples for carrying out examinations and tests.

11.8 Storage of samples and documentation

ICMQ guarantees the correct management of samples during the audits. The storage at ICMQ or at the Client of samples already audited must not take place, unless otherwise specified by the Technical Standards of reference. ICMQ will store a copy of the certificates and the important dossiers with technical documentation of reference to the certificate for ten years after the expiry date of the certificate validity.

12 Changes and Extensions of the Certificate

If the Client wishes to extend the Certificate to other plants or to other products, it must submit a specific Certification Application to ICMQ according to the process specified in Articles 10 and 11.

In particular, the Client must inform ICMQ of the changes to production control in the factory in the certified production units before implementing them, including the installation of new production lines. Documentation of those changes must be submitted to ICMQ which decides whether or not an assessment visit is necessary and informs the Client. If the result of the audits certifies that the changes also conform to the requirements of the standards of reference, ICMQ informs the Client.

ICMQ has the right to decide on the opportunity of performing additional inspections to determine if the products conform to the standards/technical specifications of reference. At the outcome of those additional inspections, ICMQ assesses whether or not to issue the requested extension.

Until obtaining the extension of the certification, the ICMQ logo may not be used on the products and documents relating to products originating from the production site in extension (catalogues, leaflets, offers, orders, delivery notes, etc.).

13 Certificate validity period

The validity of the Certificate depends on the success of the inspection audits and periodic tests, when envisaged. After the initial assessment visit to obtain the Certificate, they will take place annually (generally, within twelve months from the previous audit), if the Production Control is found to be effective.

14 Use of the Certificate and the ICMQ marks

The Product certification issued by ICMQ allows the client to affix the ICMQ mark on the product.

The Client undertakes to:

- mark all the production and/or packaging units - marketed in relation to the product types listed in the Certificate, which must be manufactured by shape, geometry and characteristics of the materials in conformity with what is declared and examined by ICMQ;
- ensure each product covered by the Certification has an exclusive ID Code and Trade Name;
- products for which the Product Certification is not issued must not bear the Mark or any other indication related to the certification;
- distinguish unequivocally marked products from those not subject to Certification in its catalogues, price lists and any other document or publication;
- ensure that every single marked production conforms to the requirements of the standards/technical specifications of reference, which it declares to know and to accept without reserves;
- constantly check that conformity, for every type of product;
- supply free of charge the samples requested by ICMQ to carry out all necessary tests and/or those considered useful;
- arrange, only if requested, the sending of samples chosen by the Inspector to the laboratory indicated by ICMQ within three days from the sampling date. The sending of samples different from those chosen and marked is not allowed;
- pay to ICMQ the sums established for the concession fee and the costs of managing the Mark, calculated based upon the rate list in force.

Use of the mark ACCREDIA is not allowed.

The Client has the right to publicise its achievement of ICMQ Certificate for the entire validity period of the Certificate, to display or mention it for technical, commercial or promotional purposes in the manner that it deems appropriate, provided that correct reference is always made to the scope and limitations of the certification achieved and to the number of the ICMQ Certificate, so as not to mislead the recipient on the actual meaning of the Certificate achieved. It must also be appropriately specified which production units and/or products and/or characteristics are covered by the Certificate.

The use of the Mark shall not generate any doubt about the issued Product Certification, with other marks or logos related to the Company Quality System Certification and/or the CE Marking; in particular, the use of the Certification or the Conformity Mark is considered improper when it is likely to mislead the recipients of the information. In particular, the use of the Certification and/or the Mark is not allowed when:

- they have not yet been granted;
- they have been revoked or suspended;
- they are used or publicised outside their scope of application;
- the Client has allowed their term to expire;
- they are disclosed in such a way that they may be interpreted as a Product Certification of product types not included in the certificate or as a Company Quality System Certification.

The Conformity Mark is that indicated in Annex A (when envisaged) and it must always be reproduced in its original colours and accompanied by all indications contained in Annex A (when envisaged).

If the Certificate and the marks cited 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 in possession of the Certificate must immediately cease using the same and the marks cited above in the case of suspension, revocation and waiver of the Certificate, as well as in case of termination of the Certification agreement.

If the Client does not use the Certificate and/or the marks indicated above correctly, it must pay a penalty to ICMQ of Euro 500.00 (five hundred) for each individual violation and Euro 100.00 (one hundred) for each day of delay in complying with those obligations, without prejudice to any greater damages. ICMQ reserves the right to take any legal action, as well as the right to publicise such action in magazines or newspapers, as well as communicating it to the Competent Authorities.

15 Disclosure to the public of the Certificate.

The Client authorises ICMQ to update, publish and/or publicise the List of its client companies in possession of the certification(s) (also on its website www.icmq.org), so that anyone can check the existence of the Certificate, as well as its status (validity, suspension, revocation or waiver). ICMQ will also communicate that information to the Accreditation Body (ACCREDIA), to other bodies (CISQ) and to any other entity that makes such a request with an indication also in the ICMQ Newsletter and on the ICMQ website.

16 Certificate Suspension

ICMQ may suspend the Certificate in all cases when, after the supervision visits and/or the results of tests on the samples, there is a situation of serious non-conformity with the requirements of the Standards/technical specifications of reference, revealing that the Production Control implemented does not conform to the established requirements.
The suspension of the Product Certificate involves the automatic suspension of all related certificates.

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

a) suspension of the Client's production activity due to order by the Judicial Authority;

b) lack of adoption, by the Client, within the set timescales, of corrective actions to eliminate non-conformities identified during the audits;

c) ineffectiveness of the corrective actions undertaken by the Client as they fail to guarantee the conformity of the products;

d) lack of adjustment, by the Client, within the set timescales, of the Production Control following changes to the Standards/technical specifications of reference;

e) lack of communication by the Client of changes made to its Production Control;

f) lack of acceptance by the Client of the mandatory audits established by these General Terms and reported as necessary by ICMQ;

g) refusal by the Client to accommodate the ICMQ Inspectors, the auditors of the Accreditation and/or Qualification Bodies, and Observers, without valid reasons;

h) irregular use by the Client of the ICMQ Certificate and/or of ICMQ's owned brands;

i) breach by the Client of an obligation envisaged by these General Terms, including non-payment of an invoice within the fixed terms;

j) if the Client receives protests or is placed into liquidation or subjected to enforcement and/or insolvency procedures;

ICMQ will notify the Client of the suspension of the ICMQ Certificate by recorded delivery letter with notice of receipt, indicating the duration of that suspension, as well as the conditions in which the suspension may be revoked. During the suspension period of the Certificate, the Client may not use that suspended certificate. In the event of a breach of that obligation, the Certificate will be revoked. In particular, the Client shall inform its customers (potential and existing) and its suppliers if the Certificate is crucial for the purpose of acquiring or maintaining a contract/supply.

The Client may request the suspension of the Certificate if it intends to suspend the production of its products falling within the scope of the certification for any reason, and for a significant period of time (longer than three months) or transfers the Production Unit(s). In this case, ICMQ may grant the suspension of the Certificate for the period of time agreed with the Client which may not, however, be longer than 1 (one) year.
ICMQ may publish the suspension of the ICMQ Certificate by any means and inform, in line with its practices, the Accreditation and/or Qualification Bodies.
When the reasons for the suspension of the Certificate are no longer valid, ICMQ will inform the Client of its reactivation.

The duration of suspension of the ICMQ Certificate will start from the day on which the Client receives the communication of suspension. During the suspension period, the Client is still required to pay the annual Maintenance fee set out in the Rate List.

When the Certification is suspended, the Client may no longer use the Conformity Mark on the products it manufactures, or use, in any form, the Conformity Certificate.

ICMQ reserves the right to assess, case by case, how to handle the products held in stock.

At the end of the suspension period, ICMQ may perform an additional inspection and taking of samples, with costs borne by the Client, to guarantee that the conditions are in place for reactivating the Certificate. If the outcome of that audit is successful, the Certificate is reactivated. Otherwise, ICMQ may revoke the Certificate. In either case, ICMQ will notify the Client in writing of the outcome of the audit.

17 Certificate Revocation and Waiver

17.1 Certificate Revocation

ICMQ will revoke the Certificate in the most serious cases of violation of these general terms of contract and/or the Standards/technical specifications of reference. In particular, ICMQ will revoke the aforementioned Certificate in the following cases, by way of example:

a) serious non-conformity of the results of the tests on samples and/or the Production Control in the audit phase of supervision and confirmed by a formal opinion expressed by 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 production relating to the type of products subject to the certification, for more than 6 months or transfer of a production unit to which the Certificate refers, without having promptly informed ICMQ;

e) final interruption or shutdown of the production activities of the items subject to the certificate;

f) if the Client receives protests or placed into liquidation or is subject to enforcement procedures;

g) if the Client is subjected to any insolvency procedure and the official receiver (or bankruptcy trustee) does not declare, within useful terms to preserve the validity of the Certificate, that it is taking over from the bankrupt company;

h) change of technical standards of reference without acceptance by the Client;

i) final conviction in judicial proceedings (including arbitration) for facts concerning lack of respect of the requirements envisaged by the Standard;

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

k) Lack of respect of the economic conditions, indicated in Article 7.5 of these general terms, by the Client for more than 30 (thirty) days from the notice sent by ICMQ to the Client itself.

ICMQ will notify the Client of the revocation of the Certificate by recorded delivery letter with notice of receipt or by certified email.
The revocation of the Product Certificate involves the automatic revocation of all certificates related to it.

After having received the notification of the revocation the Client must:

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

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

c) immediately remove any reference to the revoked certificates from headed notepaper (letters, faxes and e-mails), from business cards, from technical and promotional documents (including the company's website

and any websites of associations of which the company is a member) and from the products subject to certification;

d) immediately inform its customers and suppliers of that information in the same terms with which the issuance of the Certificate was communicated.

The Client must provide evidence that it has complied with the above requirements in writing and, therefore, witness evidence is not admitted.
If the Client does not comply with the specific obligations indicated above, it must pay a penalty to ICMQ quantified at Euro 500.00 (five hundred) for each individual 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 "Registry of Certified Companies" and publish that revocation by any means;

c) refuse to consider a new certification application submitted by the Client for 1 (one) year from the revocation date and only if the Client has actually removed the causes that led to that revocation. This time period may not be applied if the revocation is due to lack of respect of the economic terms.

d) reject any new certification application by the Client before the Client has actually removed the causes that led to that revocation.

ICMQ has the right to publish the suspension of ICMQ Certificate by any means.

The revocation of the Certificate will not entitle the Client to any reimbursement of the rates and/or fees paid in any guise 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 certification.
The Client shall carry out an inventory of the marked products in stock.
ICMQ reserves the right to assess, case by case, which of the two following procedures to adopt to carry out the disposal of the products:

- removal of any reference to the Conformity Mark, both on packages and on sales documents, for all products in stock;
- granting of a short temporary authorisation to allow for the disposal of the marked products.

ICMQ will inform the Client of its decision on the products in stock and, where possible, also on the products already sold.

17.2 Certificate Waiver

The Client may waive the Certificate, by sending a recorded delivery letter with notice of receipt, 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) if the Client does not intend to accept the changes required by ICMQ as regards its fees and that change amounts to more than 10% of the fee established in these General Terms.

e) if major corporate changes and/or changes to the Client's legal status 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. In any event, the Client's waiver will be effective from the date of receipt of that communication by ICMQ.

Following its waiver, the Client will be required to:

a) return to ICMQ the original of the Certificate and all other certificates connected to it within 7 (seven) days from receiving that communication, by accompanying recorded delivery letter declaring to have fulfilled the obligations specified in letters b), c) and d) below;

b) immediately cease any use of copies and/or reproductions of the waived certificates;

c) immediately remove any reference to the waived certification from headed notepaper (letters, faxes and e-mails) and from business cards as well as from technical and promotional documents (including the company's website and any websites of associations of which the company is a member) and from products subject to certification;

d) immediately inform its customers and suppliers of that information in the same terms with which the issuance of the ICMQ Certificate was communicated.

The waiver of the Product Certificate involves the automatic waiver of all certificates related to it.
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 a penalty to ICMQ of Euro 500.00 (five hundred) for each individual violation and Euro 100.00 (one hundred) for each day of delay in complying with those obligations.

After such waiver, ICMQ will immediately:

- cancel the Certificate;

- delete the Clint from its "Registry of Certified Companies" and publish such waiver by any means;

The waiver of the Certificate will not entitle the Client to any reimbursement of the rates and/or fees paid in any guise, which will be retained by way of penalty and/or will not remove the obligation to pay anything that has accrued in the meantime.
The Client is required to pay the maintenance fees for the entire calendar year in progress at the time of waiver of the certification.
In the cases of waiver of the Certificate indicated in letters a) and c), if the Client applies for certification at another certification body within 18 (eighteen) months from that waiver, it must pay to ICMQ a penalty equal to the fee due to this latter until the natural three-year expiry date of the Contract.
If the Client waives the Certificate due to changes in the above Rate List, during the prior notice period, the fees in the Rate List before the changes were made are applied.

The Client shall carry out an inventory of the marked products in stock.
ICMQ reserves the right to assess, case by case, which of the two following procedures to adopt to carry out the disposal of the products:

- removal of any reference to the Conformity Mark, both on packages and on sales documents, for all products in stock;
- granting of a short temporary authorisation to allow for the disposal of the marked products.

ICMQ will inform the Client of its decision on the products in stock and, where possible, also on the products already sold.
ICMQ may publish the waiver of the ICMQ Certificate by any means and inform, in line with its practices, the Accreditation and/or Qualification Bodies.

18 Contract termination

The certification contract is terminated *ipso iure* in the following

cases:
a) revocation of the Certificate;
b) waiver of the Certificate;
c) serious breach of these General Terms and the Annexes of the same, including failure to pay an invoice continuing for more than 30 (thirty) days from receiving the formal notice to comply from ICMQ;

19 Changes to the Standard and to these General Terms of Contract

Changes to the Certification requirements may occur due to:

– changes to regulations and reference documents;

– changes to these general terms of contract.

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 latter case, ICMQ will promptly inform by certified email the Certified Organisations and/or those in the process of Certification, making the document available in the reserved area for clients of the website www.icmq.org, and will define the date fixed for the entry into force of those changes and the need to change the methods of conformity of the product and/or the Production Control, indicating the timescales and procedures, and informing of any need for an extraordinary examination of the documentation and/or an extraordinary audit, with costs borne by the Client.

In both cases, any failure by the Client to adjust may lead to the suspension of the Certificate. The Client has the right to waive the Certificate in accordance with Art. 17.2 of these General Terms if it does not intend to adjust to the changes introduced.

20 Civil liability

ICMQ is liable exclusively for damages caused with intent or gross negligence and, in any case, subject to the limits specified below.
The Client accepts that, in the event of a breach by ICMQ, it may be compensated for any damage up to the maximum sum of the total amount due to ICMQ for the entire term of the certification 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 or persons and damages to assets, having taken out adequate insurance with a primary insurance company.

21 Appeals

The Client may submit a motivated appeal against the decisions of ICMQ indicated in Art. 11.4 (issuance of the Certificate), illustrating, by recorded delivery letter with notice of receipt or by certified email, under penalty of forfeiture within thirty days from the communication of that decision, the reasons for its dissent.
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.

22 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 Terms of Contract available on the website www.icmq.org. A description of the complaints and grievances process is provided to those who request it.

23 Privacy

In accordance with the Privacy Code (Legislative Decree 196/03), the Client hereby authorises ICMQ to process its personal data, either directly or indirectly via third parties, for any fulfilments however connected and/or related to these General Terms of Contract. The data processor is the General Manager of ICMQ.

24 Copyright

ICMQ is the holder of the copyright to all the documents (Application Guides and Checklists) provided to the Client. The latter may therefore use those documents solely within the scope of the certification contract with ICMQ. The Client may not photocopy, reproduce or publish such documents, not even in part, without the prior written consent of ICMQ.

25 Litigation and Arbitration

25.1 Arbitration

The parties intend to derogate from the jurisdiction of the ordinary courts; therefore, any dispute that may arise between them in relation to the validity, interpretation and execution of these General Terms will be resolved via arbitration proceedings conducted in accordance with the Regulation of the Arbitration Chamber of Milan and according to the rules of law on the merits of the dispute. The Arbitration Board will be made up of a sole arbitrator appointed in accordance with that Regulation. The arbitration will take place in Milan.
In case of litigation, the plaintiff's lawyer will file an arbitration request also containing the request for appointment of the arbitrator by the Arbitration Chamber, sending a copy thereof to the defendant by recorded delivery letter with notice of receipt. The defendant's lawyer must file a statement of defence within 45 (forty-five) days of receipt of the arbitration request from the General Secretariat, sending a copy thereof to the plaintiff's lawyer by recorded delivery letter with notice of receipt. The deadline for the filing of any other briefs will not be less than 45 (forty-five) days running from the previous brief or hearing. The defence lawyers shall receive all communications relating to the hearing, including 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. Suspensions for holidays will apply to the terms of the arbitration proceedings.
The ruling shall be final, conclusive and binding for the parties, which hereby expressly waive any appeal, thus being obliged to respect the contents and immediately comply with the provisions of that award, and in any case no later than the mandatory term of 10 (ten) days from the date on which the award is communicated to them. Otherwise, the defaulting party will pay to the other party a penalty of Euro 100.00 for each day of delay.

25.2 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 Terms 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.