	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 1 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

1 DEFINITIONS

1.1 ACCREDIA: Italian Accreditation System, the Unique National Accreditation Body in accordance with EU Regulation 765/08 and subsequent amendments

1.2 CSQA: CSQA Certificazioni Srl

1.3 CERTIFICATION: document to declare compliance with the applicable requirements of the certification concerned

1.4 COMMITTEE FOR SAFEGUARDING OF IMPARTIALITY: a Body representing the parties interested in the Certification.

1.5 NORMATIVE DOCUMENT: a set of voluntary norms, production specifications or technical specifications against which CSQA conducts conformity assessment activities.

1.6 GdV: Assessment Team.

1.7 ORGANISATION: the entity entering in the Certification Agreement with CSQA, to whom the provisions of the Agreement apply.

1.8 PAYING SUBJECT: the entity who stipulates the contract with CSQA to which these conditions apply, economic part.


1.9 CERTIFICATION REQUIREMENTS: Requirements set forth in the reference Normative Document, to which the assessment of conformity is conducted.

1.10 CSQA's DIRECTORY OF CERTIFIED COMPANIES: a database providing client and certification details for companies that have been certified by CSQA. The database can be accessed from the www.csqa.it web site.

1.11 CERTIFICATION SCHEME: the set of rules, procedures and activities carried out by CSQA in order to certify business, product and service management systems (e.g. Certification Scheme for Environmental Management Systems, Certification Scheme for Information Security Management Systems, Product Certification Schemes, etc.).

2 GENERAL TERMS OF BUSINESS

2.1 The General Terms of Business herein set forth state the general provisions that the ORGANISATION must comply with in order to be granted and maintain the voluntary certification issued by CSQA, and to be listed in CSQA's Directory of Certified Companies, which can be accessed from the www.csqa.it web site.

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 2 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

2.2 In the event of conflicting requirements between this document and the specific certification Regulation, the provisions of the Regulation itself shall prevail.

3 CSQA'S RIGHTS AND OBLIGATIONS

3.1 CSQA shall conduct - with due professional diligence assessment of conformity with the requirements set forth in the applicable document where compliance with the reference requirements is found and, where compliance with these requirements is found, to issuing the relevant Certificate of Conformity.

3.2 CSQA does not undertake any obligation about the positive result of the assessment of compliance with the reference requirements, and therefore, to the issuance of the Certificate.

3.3 CSQA does not provide consultancy services relating to control / certification activities. In particular, it does not provide:


- consultancy services for the implementation and maintenance of a management system or to elaborate the documentation relating to Quality or to product Quality plans;
- services to design, implement or maintain management systems or for the design and production of products or quality systems related to the products it certifies;
- services or products of the type it certifies.

Under no circumstances does CSQA provide services that could compromise the confidentiality, objectivity or impartiality aspects of the control / certification activities.

3.4 CSQA shall operate - in compliance with applicable norms - in accordance with impartiality criteria that are supervised by the Committee for Safeguarding Impartiality.

3.5 CSQA shall apply expenditure specifications that are calculated on the basis of applicable fees, and shall assure they are equitably and uniformly applied.

3.6 CSQA reserves the right to modify the Certification Regulations, the General Contractual Terms and Conditions and the logos in use to the contractor. In this case, CSQA shall communicate these changes to the contractor by paper mail or by electronic communication, using the address (geographic or e-mail, even not certified e-mail) declared by the contractor at the time of signing the contract or subsequently, as recorded in the CSQA database. In case of electronic communication download instructions to access the files that have changed will be provided. Changes will take effect after thirty days from the notice given to the contractor. Within that period of thirty days, the contractor is entitled to withdraw the contract by sending to CSQA a

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 3 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

written requeste statement, before the expiry of the term. After that period of thirty days from the notice unless the contractor has exercised his right of withdrawal, the changes shall be deemed approved and will take effect for the parts. In the case that the Organisation does not accept the occurred modifications, the same entity is allowed to terminate the Agreement, and no indemnity shall be due to CSQA (see the Early Termination of Agreement clause).

3.7 Should CSQA become aware through official documents that an organisation it certified has become involved in legal proceedings pertaining to product liability, infringement of laws regulating finished products, provision of services, other product-related laws, or managements systems covered by the certification, we reserve the right to inform our Committee for Safeguarding Impartiality (and to send an FYI communication to ACCREDIA).

4 ORGANISATION'S RIGHTS AND OBLIGATIONS

4.1 The Organization shall conform - and maintain conformity of - its business, product or service management system to all applicable and mandatory law requirements.

4.2 The certification scope shall only cover conformity with the Certification Requirements set forth in the relevant, applicable Normative Document. Therefore, it shall not attest compliance with the mandatory requirements provided for under clause 4.1. Therefore, having attained a certification issued by CSQA shall not exempt the Organization from complying with any of the provisions of the law.

4.3 In order for the Organization to be granted and maintain the certification, it shall develop and maintain its own business and/or product and/or service management systems in conformance with all of the following:

4.3.1 the Certification Requirements provided for in the applicable Normative Document;


4.3.2 these Agreement's General Conditions;

4.3.3 the terms set forth in the certification Regulation(s);

4.3.4 the terms set forth in the certification Regulation(s); the relevant Certification Scheme (e.g. ACCREDIA Technical Regulations, if within an accredited framework).

4.4 The certificate is merely licensed for use, therefore the Organization shall remain exclusively responsible for compliance with the Certification Requirements.

4.5 The Organization shall grant unconditioned access to CSQA for the purpose of auditing of the Certification Requirements. If the certification is accredited, the Organization shall also grant full

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 4 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

access to the Accreditation Body, for the purpose of conducting surveillance activities on CSQA, in the forms envisaged by the current revision of the ACCREDIA RG-01 regulation. The company is also required to allow participation of staff appointed by CSQA to the audit for the purpose of training or maintenance of qualifications. Such personnel are subject to the same obligations of confidentiality and ethics required to the auditors. These activities will not result in any additional cost to the Organization.

4.6 The Organization shall communicate to CSQA any change in its organizational structure (e.g. opening of new branches and plants), as well as in the management system, products and services that fall within the scope of certification.

4.7 Should the Organization become involved in legal proceedings pertaining to the infringement of laws that regulate the Management System, as well as products or services that fall within the scope of certification, the Organization shall communicate such circumstances to CSQA.

4.8 With reference to the certifications of the accredited management systems (ref. UNI CEN EN ISO / IEC 17021-1) in the case of transfer of the certification from CSQA to another Certification Body, the Organization must:


- authorize CSQA so that it can provide the documentation required by the accepting Certification Body,
- notify CSQA of the transfer of the certification to the accepting Certification Body, directly or through the accepting Certification Body itself.

CSQA, following the above, will decide whether to revoke its certification immediately or to let the certificate remain valid until its natural expiration.

4.9 With reference to the certifications of the accredited management systems (ref. UNI CEN EN ISO / IEC 17021-1) in the case of transfer of the certification from another Certification Body to CSQA, the Organization must provide the documentation necessary for the creation of the Pre Transfert Review (PTR), directly or by authorizing the transferring Body.

In relation to the results of the PTR activity conducted or the existence of pending critical NCs, CSQA may carry out an inspection activity at the Organization and / or modify the already issued Contract, prior to the issuance of the PTR certificate.

CSQA, once the PTR certificate has been issued, will communicate the transfer of the certification to the transferring Certification Body.

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 5 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

4.10 Following failure to comply with the above conditions, CSQA will adopt the necessary actions which may lead to the suspension and withdrawal of the validity of the certification.

5 PAYMENTS AND FEES 5 ASPETTI ECONOMICI

5.1 Payments owed by the Organizations that are related to certification and (if applicable) pre-audit activities are listed in the Certification Agreement. The payments shall be calculated on the basis of the Fee List.

5.2 Should supplementary audits become necessary – at CSQA's sole discretion - because either non conformities are identified or the Organization requested them (subsequently to modifications, extensions or reductions of the scope of certification, or of the certified operative units), the Organization shall be charged with the relevant costs, as per the Price List in effect at time of conduction of the audits.

5.3 Any re-issuance of the Certificate (e.g. subsequently to changes in company identification data) shall be charged as per the Price List in effect at time of re-issuance.

5.4 Yearly fees for maintenance of certification shall still be due even during suspension of certification.


5.5 The Paying Subject shall remit payments, upon presentation of the invoice by CSQA, according to the timing and methods of payment indicated in the Certification Agreement. The Organization is jointly and severally obliged to CSQA in the event of non-payment by the Paying Subject, in the terms and methods referred to above. The Organization cannot make exceptions against CSQA relating and / or connected to the relationship with the Paying Subject, with respect to which CSQA is a third party.

5.6 CSQA shall issue the invoices in accordance with the provisions of the Certification Agreement.

5.7 Should the audit for initial certification fail, the Organization shall remit to CSQA the payments due for all activities rendered up to but not including the certification step.

6 SAFEGUARD OF IMPARTIALITY 6 SALVAGUARDIA DELL'IMPARZIALITÀ

6.1 CSQA's certification activities shall be constantly monitored by the Committee for Safeguarding Impartiality. The composition of the committee shall ensure balanced representation of all parties having a key interest in the certification, e.g. consumer organizations, industry and trade associations.

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 6 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

6.2 The main task of the Committee shall be safeguarding the impartiality of CSQA's activities, guaranteeing that applicable accreditation norms are complied with and certification activities are properly carried out.

7 LISTING IN THE DIRECTORY OF COMPANIES CERTIFIED BY CSQA

7.1 Whereas certifications are public domain records, the name of the Organization and summary certification information shall be listed in the "Certified Companies" directory published in CSQA's website at the Web address www.csqa.it, which is accessible by the general public. Only for ISMS (Information Security) certification schemes shall it be possible for the Organization to request that access to the directory is restricted only to relevant Authorities or to the Accreditation Body.

7.2 Should the Organization renounce the certification or should it be withdrawn, its entry in CSQA's directory of "Certified Companies" shall be removed.


7.3 Should a company certification be suspended, the symbol "S" shall be shown on the side of its certificate number, in CSQA's directory of "Certified Companies".

7.4 For companies whose Certificate is not covered by accreditation with ACCREDIA, the "NA" marking shall be shown next to the norm, in the CSQA's directory of "Certified Companies".

7.5 Limited to certifications issued for industry sectors to which CSQA is accredited with ACCREDIA, and whose schemes are active, an entry for the certified Organization shall be included in ACCREDIA's directory of certified companies, at the Web address www.accredia.it.

7.6 Limited to the certifications issued for the standards listed in the memorandum of understanding in place between ACCREDIA and ENEA, and for the activated schemes, the names of the certified Organizations will be transmitted to ACCREDIA and reported by it in the list of certified companies of ACCREDIA at the address www.accredia.it. ACCREDIA will make the data accessible and usable to ENEA, even in massive form, for their use and reproduction by ENEA. In particular, by way of non-exhaustive example, ENEA may:

- use the aforementioned data for internal analyzes and evaluations by ENEA,
- use the aforementioned data as an element of analysis for the services rendered to third parties by ENEA,
- create specific reports and integrate them into the information provided by ENEA,
- publish the aforementioned data on the ENEA website in their entirety and completeness.

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 7 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

7.7 Limited to certifications issued for Management Systems, certified Organizations shall be included in CISQ's directory of certified companies, CISQ is a federation among major Italian certification bodies which operate in all sectors at the web address www.cisq.com, through CISQ, they shall also be included in IQ-Net's directory of certified companies, at the Web address www.iqnet-certification.com. IQ-Net is the largest international network of certification bodies.

8 PUBLICITY AND USE OF LOGOS

8.1 This Clause provides regulations that shall be abided by any certified Organization which wants to publicize the Certification and use the logos made available in applicable Certification Regulations applicable to media such as the Internet, brochures or advertising materials or other documents.

8.2 In addition to complying with this Clause, the Organization shall also abide by any of the provisions for publicity and use of logos contained in applicable Certification Regulations and/or in relevant normative documents pertaining to the certification.

8.3 CSQA logos and the certificates shall remain at all times the sole and exclusive property of CSQA and are licensed for use by the Organization under the provisions set forth in this instrument and in the Certification Regulations.

8.4 Under the provisions of the certification contract, a Organization that has achieved a certification issued by CSQA is entitled to:


8.4.1 publicize certification achievement in the manner it deems appropriate;

8.4.2 publicize the Certificate of conformity;

8.4.3 use the available logos in documents pertaining to services and products covered by the certification.

8.5 The Organization shall not publicize the certification in an incorrect or deceptive manner, that is, in such a manner that may mislead message recipients. The Organization shall also not use, or allow, misleading use of a certification document or any part thereof. Specifically:

8.5.1 untruthful communications which pertain to the scope of application of the certification, which is comprised of information contained in the Certificate of conformity (certification norm, identification of the certified Organization, certification release date, current certification issue date, activities covered by the Management System, production sites, certified products, etc.) shall be prohibited;

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 8 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

8.5.2 publicizing the certification before it is released, when it has either been withdrawn or suspended, or when the Organization has renounced to it shall be prohibited;

8.5.3 merely stating that the Product or the Company is certified and failing to provide accompanying certification identification (the certificate number and the certification norm) shall not be permitted because doing so would not make it possible to verify certification boundaries;

8.5.4 usage of available logos in documents that do not strictly pertain to the scope of application of the released certification shall be prohibited. It shall still be possible for the Organization to display the available logos on preprinted business letterhead paper.

8.6 The Organization shall not use forms of communication that may cause discredit to CSQA and / or the certification system and compromise public confidence.

8.7 The certification and its publicizing shall be reserved to the Organization only and is not transferable.

8.8 The logos are released by CSQA to Organizations that have achieved certification and are the only ones which may be used.

8.9 Modes of transmission of the files containing logos templates shall be agreed with CSQA each time.

8.10 Both colour and B/W graphical layouts may be used, provided that they make it possible to correctly make out the different graphical parts of the logos. Enlargements and reductions shall keep aspect ratios of the individual logos and among the logos.


8.11 Extracting the logos from documents and any other media shall be prohibited.

8.12 Certificates of conformity may be reproduced only in full in order to communicate certification. Faithful reproduction shall be guaranteed in B/W and colour publications. Reproduced copies intended for distribution shall bear the marking "COPY" in an indelible form.

8.13 Communications pertaining to the certification shall be subject to controls by CSQA during ordinary surveillance activities, which may include random checks on materials published in the press, at points of sale, etc.

8.14 The organization must retain all communications pertaining to the certification and must make them available to CSQA assessors during surveillance activities.

8.15 Should situations which are contrary with the provisions hereby set forth, such situations shall be noticed to the Organization. The Organization shall undertake all actions required to

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 9 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

eliminate the nonconformities. The actions must be communicated to CSQA and have to receive CSQA's approval.

8.16 Any derogation to the provisions of this clause shall not be in conflict with international norms that apply to CSQA and shall be assessed by CSQA. CSQA reserves the right to approve or reject the derogations. Approval shall be given in written form only, failing which it shall be null and void.

8.17 The Organization undertakes to discontinue the use of all advertising materials that refer to certification in the event of revocation of certification.

8.18 The Organization undertakes to rectify the advertising material if the scope of the certification has been reduced.

8.19 The Organization undertakes not to imply that certification applies to activities and sites that are outside the scope of certification.


9 CONFIDENTIALITY

9.1 CSQA commits to preserving and guaranteeing the confidentiality conditions prescribed by the current laws and by the related regulations on the documentation and information that it will acquire throughout the relationship with the Organization.

9.2 Should the Organization request that agreements/conventions between CSQA and other Certification Bodies be applied as part of mutual recognition agreements, confidentiality of information and data shall also be extended to the latter.

10 SAFETY

10.1 The Company shall provide to the Assessment Team detailed information on specific risks that are present on the premises at which it will be operating, as well as on prevention and emergency measures that are applicable to its activities (including specified Individual Protection Devices, which shall be made available) in order to ensure that on-site audits are conducted under safe conditions.

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 10 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

11 SUSPENSION OF CERTIFICATION

11.1 Suspension of certification for a limited period of time is determined by CSQA's General Manager upon infringement of either the Certification Requirements or the provisions set forth in the Agreement.

11.2 CSQA shall notify in writing the Organization of suspension of certification, determinations made, and shall indicate the timeframe within which corrective actions for removal of identified non-conformances must be taken.

11.3 Suspension shall be revoked only after the Organization has produced objective evidence (within specified timeframes) showing that undertaken corrective actions were carried out and are effective. Should the Organization fail to perform the requested actions within the specified timeframe, CSQA shall issue a written notice of certification withdrawal (see the clause Withdrawal of Certification).

11.4 Certification suspension shall have a maximum duration of sixty days.

11.5 Certification suspension may also be requested by the Organization itself should problems or particular circumstances arise (e.g. transfer of production facilities, etc.). Under such circumstance, the certification may have a maximum duration of one year, at the sole discretion of CSQA's General Manager.

11.6 Should the certification be suspended, the Organization shall:

11.6.1 immediately cease using the relevant certificates of conformity;

11.6.2 immediately cease using letterhead and all documents/publications in which reference to the certification is made and cease making reference to it;

11.6.3 immediately cease using CSQA logos and any logo which refers to it;


11.6.4 upon request by CSQA, inform all clients to which the certification has been communicated.

11.7 Any other conditions or derogations to this clause may be specified in individual Certification Regulations.

12 WITHDRAWAL OF CERTIFICATION

12.1 The withdrawal of certification is determined by CSQA as a consequence of any of the following:

12.1.1 upon certification suspension, adoption of remedies by the Organisation that are deemed insufficient or inadequate;

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 11 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

12.1.2 verified failure to comply with mandatory laws, with specific reference to judicial and/or administrative proceedings on which a final, not-appealable ruling has been made;

12.1.3 the certification has been renounced

12.1.4 the Organization has ceased its activities

12.1.5 the Organization has gone bankrupt

12.1.6 the Organization is still insolvent after solicitation terms specified by CSQA have expired.

12.2 CSQA shall notify the Organization in writing of the certification withdrawal, providing justification for such measure.

12.3 Should the certification be revoked, CSQA shall allow the Organization to initiate a new certification request only if the Organization can demonstrate that in the interim, it has taken all those corrective measures that CSQA deemed suitable for avoiding repetition of the incompliance that caused the withdrawal of certification.

12.4 Whereas the certificate is merely licensed for use and the responsibility for marketing certified products lies with the Organization, the Organization agrees to hold CSQA harmless against any claim, suit or action by third parties when the certification has been removed on serious grounds.

12.5 If envisaged by the standard or practice subject to certification and/or inspection, or if envisaged by legal obligations or if requested by the competent Authorities, CSQA has the right to adopt suitable measures to make known the revocation of the certifications. Notwithstanding the foregoing, CSQA hold a consistent behavior to the proper such role to not bring in any case discredit to the Organization.


12.6 Any other conditions or derogations to this clause may be specified in individual Certification Regulations.

13 TERMINATION OF THE CERTIFICATION AGREEMENT

13.1 The certification Agreement may only be terminated with an advance notice of six months.

13.2 The certification contract may be prematurely terminated under any of the following conditions:

13.2.1 if one of the parties seriously breached one or more of the provisions set forth in this certification contract. Under this circumstance, the other party shall be authorized to terminate the Certification Agreement effective immediately.

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 12 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

13.2.2 terminated by CSQA, subsequently to the withdrawal of the certification.

13.2.3 terminated by the Organization, should it either not agree with CSQA's determination that additional surveillance activities are required or should it not accept revisions to either the certification requirements or the certification Regulations.

13.3 Notice of contract termination shall not nullify any of the obligations that the Organization already has towards CSQA.

13.4 CSQA shall be bound to confidentiality provisions independently from contract termination.

13.5 The advance notice (see § 14.1) shall be sent to the other party through certified mail. The advance notice shall specify the reasons of termination and shall be effective from the date of the receipt.

13.6 the Organization may appeal termination of the certification contract by CSQA, as per the provisions for appeal.

13.7 Limited to the GLOBALGAP certification, the provisions of this clause shall be superseded by the provisions set forth under the clauses "Rights of Producers" and "Cancellation" of the GLOBALGAP Certification Regulation.

14 EFFECTS OF AGREEMENT TERMINATION AND CERTIFICATION WITHDRAWAL

14.1 In the case of either contract termination or certification withdrawal the Organization shall:

14.1.1 immediately cease using the certificates and surrender them to CSQA;

14.1.2 Immediately cease using letterhead and all documents/publications in which reference to the certification is made and cease making reference to the certification;

14.1.3 immediately cease using CSQA logos and any other logo which referring to it;


14.1.4 Inform all clients to which the certification has been communicated upon request by CSQA.

14.2 Any other conditions or derogations to this clause may be specified in individual Certification Regulations shown or in individual normative documents.

15 AUDIT PLANNING - PENALTIES

15.1 If admitted by the certification standard and compatibly with the time limits defined therein, Csqqa proposes the planning of the audit activities (dates and team) at the Organization.

15.2 Once the Organization has received the proposal under the previous paragraph, it has the right, within 7 days, to request changes to the dates and composition of the audit team. Once the

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 13 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

aforementioned 7 days have elapsed without any request for variation, the proposal is considered accepted by the Organization.

15.3 The changes requested by the Organization pursuant to the previous paragraph will be evaluated by CSQA, which reserves the right to confirm the dates and the team already proposed, or to indicate alternatives.

15.4 Once the dates and the audit team have been established with the methods set out in the previous paragraphs, CSQA gives definitive communication to the Organization by sending the document called "AUDI PROGRAM CONFIRMATION", which summarizes the dates and the audit team shared between CSQA and the Organization. The parties accept that the document "CONFIRM AUDIT PROGRAM" has contractual value and is essential for the correct performance of the certification activity.

15.5 In the event that the Organization, having received the "AUDIT PROGRAM CONFIRMATION", decides to totally or partially cancel the planned activity, CSQA reserves the right to request payment, by way of compensation, of an amount of Euro 250.00 for each day canceled for each person involved in the scheduled audit team, regardless of rescheduling the audit to a future date.

15.6 In the event of an unannounced audit, due to the requirements set by the certification standard, if the Organization prevents or does not declare itself available to carry out the activity, CSQA is always entitled to receive full payment for the canceled or modified activity (including management costs), even if the activity is rescheduled to a future useful date.


16 COMPLAINTS

16.1 The Organization can file complaints to CSQA if it believes that the quality of service does not meet the specifications of the Agreement.

16.2 Complaints can be sent via postal service, fax or email to the attention of the CSQA General Manager. In the DOWNLOAD section of the CSQA website it is possible to download the related complaint submission form.

16.3 CSQA will send an initial response to the complainant within 10 days containing:

- confirmation of receipt,
- the acceptance or rejection of the complaint based on the assessment of its validity,
- the reasons, in case of non-acceptance.

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 14 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

16.4 CSQA will conclude the complaint management process within 30 days of its receipt, informing the complainant about the decisions taken, except in the event that it takes more time to complete the actions required for the resolution of the same.

17 APPEALS

17.1 With reference to the evaluations and decisions adopted by the Certification Executive Committee, the Organization has the faculty to file an appeal.

17.2 The request for appeal must be sent in writing to the attention of the President of the Appeals Committee at CSQA Certificazioni Srl through:

- certified electronic mail (csqa@legalmail.it),
 - registered mail addressed to CSQA Certificazioni Srl – Via San Gaetano, 74 - 36016 Thiene (VI)
- within 30 days from the date of notification of the decision taken by CSQA and the Organization will have to specify the reasons for which it disagrees with the aforementioned decisions. The deadline for submission of the appeal is foreseen, under penalty of inadmissibility of the appeal. In the DOWNLOAD section of the CSQA website it is possible to download the procedures for presenting the appeal.


17.3 The President of CSQA's Appeal Committee shall summon the Committee, which is composed of three members appointed by the Committee for Safeguarding Impartiality, on the basis of impartiality criteria, of expertise in their respective sectors, as well as on their independence from the three levels of decision that characterize CSQA's certification process.

17.4 The Appeal Committee receives, examines and deliberates about the inadmissibility of the appeals presented.

17.5 The Appeals Committee examines the appeal and, where requested, listens to the representatives of the Organization. The Appeal Committee decides within 30 days of the presentation of the appeal, unless an adequately motivated extension is granted.

17.6 Rulings of the Appeal Committee are final and cannot be appealed within the Certification Body.

17.7 The losing party shall bear all costs for the appeal, under all circumstances.

	CON_COND_GEN_ENG	REV 06 del 10/10/2023	PAG 15 DI 15
	AGREEMENT'S GENERAL CONDITIONS		

18 LITIGATIONS

18.1 The Court of Vicenza has exclusive jurisdiction for any dispute deriving from the interpretation, validity, effectiveness, execution or termination of the contract and/or the Certification Regulations.

19 GOVERNING LAW

19.1 This Agreement is governed and shall be construed in accordance with Italian law without prejudice to your rights which cannot be otherwise excluded.

20 REPORTING TO THE GUIDING COMMITTEE FOR EQUAL OPPORTUNITIES

20.1 CSQA adopts a management system compliant with the UNI PdR 125 standard and has set up a Guiding Committee for Equal Opportunities.

An Organization can send reports on possible violations of the law:

- carried out by CSQA personnel or by persons appointed by it;
- relating to procedures and / or documentary aspects.

By sending an email to the Guiding Committee at paritadigenere@csqa.it.