



<i>Title</i>	IMQ REGULATIONS FOR THE CERTIFICATION OF MANAGEMENT SYSTEMS - CSQ System
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<i>Approved by</i>	IMQ S.p.A. – B. U. Management Systems

GENERAL NOTE: this document is a translation to English language based on the original document REG.CSQ (in Italian language). In case of discrepancy, the original document prevails.

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Art. 1. FOREWARD

This document is intended as applicable, unless the parties expressly agree to waivers.

Any change or waiver will only be valid if previously agreed between the Parties in writing. In the case where one or more scheduled articles should be, for whatever reason, invalid or ineffective, this invalidity or ineffectiveness would not extend to other provisions in these Regulations.

Any waivers expressly agreed upon, will in no way regard the compliance assessment procedures that IMQ is obliged to comply with, in its role as a Certification and Inspection Body.

Note: This Rev. 1 differs from the previous Rev. 0 of the CSQ Reg. only in the reformulation of art. 13. on the protection of personal data.

Art. 2. CONTENTS OF THE REGULATIONS

These Regulations, approved by IMQ S.p.A. (hereafter referred to as “IMQ”), outline the general certification conditions for the Management Systems of Client Organizations (hereafter referred to as “the Organization” or “the Organizations”) as part of the CSQ System.

The “CSQ System” is a certification system managed by IMQ, in cooperation with CESI.

The list of CSQ certification templates and any specific arrangements that apply to them, can be found under “Special requirements” attached to this document, and are an integral and substantial part of the document itself.

The aim of the certification is to guarantee that, with an appropriate level of trust, the Organization’s Management System complies with the requirements given in the reference standard (e.g. ISO 9001, ISO 14001, hereafter referred to as the “standard” or “standards”). This aim is obtained, according to the provisions of standard ISO/IEC 17021-1 (and later also “ISO/IEC 17021”) and further arrangements applicable to the Management System’s certification work, via verification work carried out separately, which specifically includes an initial audit and subsequent surveillance and renewal checks, carried out at the Organization headquarters in line with the sampling method and procedures described in the following articles.

IMQ does not guarantee nor can it, in any way, guarantee a positive outcome of the verification work, and subsequently the relative certificate being issued.

Art. 3. GENERAL CONDITIONS

3.1. Obtaining the certification

The certification, and its fulfilment, where applicable, are subject to:

- the availability of the Organization to commit itself to ordinary and supplementary assessments, both documentary and at the headquarters of the Organization itself and/or others involved (for example the headquarters of the subcontractors and suppliers that are essential to the Organization), within the time limits foreseen and established by IMQ
- the positive outcome of the above mentioned compliance assessment activities, carried out by IMQ



- payment of the amounts due to IMQ, for whatever reason (e.g. for release activities, fulfilment and renewal of the certification, the variation/re-issuing of the certificates, etc.).

3.2. CSQ Auditor

The verification work is carried out by one or more auditors, trained in line with specific procedures, in compliance with applicable accreditation provisions.

The Team in charge of handling the single activity (hereafter referred to as the “Audit Team” or “Audit Group”) can include independent members of staff or external collaborators; an auditor belonging to the audit Team is appointed Head of the Group itself (or “Team Leader”).

The Audit Team can also include technical experts who provide knowledge and skills relating to the specific template/sector.

3.3. Confidentiality

All the deeds relating to assessment work (documents, records, communications, assessment reports, etc.) are considered confidential, with the exception of that stipulated in mutual recognition agreements adhered to by IMQ and, in general, by legislative provisions and/or provisions given by the accreditation Bodies and competent Authorities.

Access to, and consultation of the documents relating to the activities in question are exclusively granted to IMQ staff involved in the conformity assessment procedure, as well as to accredited bodies. Should any information need to be communicated, or divulged in virtue of legislative arrangements, IMQ will inform the Organization.

3.4. Impartiality

In its role of Certification and Inspection Body, IMQ is obliged to guarantee its own impartiality throughout the conformity assessment activity and organize an analysis, assessment and management process of the impartiality risks.

In carrying out the activities set out in these Regulations and, in particular, for the audit carried out at the Organization headquarters, IMQ provides no kind of consulting service on the Management Systems.

3.5. IMQ code of ethics and Legislative Decree no. 231 of 8 June 2001

IMQ has adopted a Code of Ethics in compliance with Legislative Decree no. 231 of 8 June 2001 regarding the responsibility of legal persons, companies and associations even without legal persons, which is available on-line at



http://www.imq.it/en/chi_siamo/ethical_code. Hence the Organization, in conducting business with IMQ, is obliged to read it and be inspired to the highest ethical standards.

On signing the certification contract, the Organization declares that it has read and understood the content of the IMQ Ethics Code.

Furthermore, the Organization declares that it is aware of the provisions of Legislative Decree 231/01, to commit to respecting the IMQ Ethical Code and adhere to their contractual obligations in line with appropriate ways of preventing behaviour relevant to Legislative Decree 231/01.

In particular, failure by the Organization to observe any of the expectations of the Ethical Code will lead to a serious non-fulfilment of the obligations set out in the certification Contract and would authorize IMQ to terminate this contract with immediate effect, pursuant to and in accordance with article 1456 of the Civil Code. To this end, IMQ must inform the Organization via certified e-mail, registered letter or other legally valid method, of its intention to take advantage of the termination clause.

Furthermore, behaviour by the Organization, of which in some way IMQ has become informed, which sets in motion a legal process aimed at examining its relevance in compliance with Legislative Decree 231/01, would authorize the latter to terminate the certification Contract for just cause.

3.6. IMQ accreditations and qualifications

3.6.1. Obligations in relation to accreditations

As part of the Management System certification, IMQ generally works under accreditation and is, therefore, obliged to apply the provisions given by the accreditation Bodies (see Special requirements).

In particular, as part of the schemes and sectors where the accreditation is issued by ACCREDIA (Italian Accreditation Body), in compliance with international standard ISO/IEC 17021, IMQ must operate in compliance with this standard and the specific provisions issued by ACCREDIA, applying the relative reference documents, which are deemed to be expressly referred to here.

IMQ is also obliged to inform the accreditation body of the validity status of the certificates issued (e.g. certificates issued and withdrawn), as well as the information found in par. 5.1 letters j), k), l) and m).

Furthermore, the accreditation bodies have the right to carry out checks at the IMQ headquarters and/or Organizations, with a view to checking how IMQ is operating within the accredited certification schemes.

Note: Updated information on the status of the IMQ accreditation in the various schemes/sectors is available from the web site www.imq.it, and for the accreditation issued by ACCREDIA at www.accredia.it; it can also be requested via mail at the following address: certificazione.csq@imq.it

See also Special requirements, for accreditations issued by other Bodies.



3.6.2. Suspending, waiving or withdrawing the IMQ accreditation and/or qualification

In the event that the accreditation and/or qualification required by IMQ to practice is suspended or withdrawn, or if it were to be waived, IMQ will inform the Organization as well as support them in transferring to another Body.

IMQ is in no way liable for damage caused to the Organization by the suspension, renunciation, limitation of the extension or withdrawal of the accreditation and/or qualification; in the above mentioned cases, the Organization has the right to waive the certificate, without the need to give prior warning and without additional obligations, notwithstanding what is set out in par. 12.3 below.

Art. 4. CERTIFICATION PROCEDURE

4.1. Acceptance of the IMQ bid and certification request

Following reception of the Quote (see par. 10.1 below), drawn up by IMQ on the basis of information supplied and confirmed by the Organization, the latter must send IMQ:

- A copy of the **Quote**, signed as acceptance
- the **Certification Request** form filled out, especially to provide the following information:
 - name of the Organization;
 - name and place of the operational unit(s) for which the certification is required;
 - description of the kind of activities/processes carried out by said operational unit(s);
 - the standard on the basis of which it is hoped to obtain the certification;
 - name of the person to contact at the Organization;
 - number of workers.

The following documentation must be provided along with the request:

- a certificate proving that the Organization is registered at the Chamber of Commerce, or similar document;
- any other further documentation needed for specific schemes.

The copy of the Quote, whose acceptance also implies the integral acceptance of these Regulations and relative Special requirements, and the Certification Request must be signed by the Legal Representative of the Organization, that is, by someone holding suitable power of attorney.

The **certification contract** will be seen as complete when IMQ has confirmed its acceptance of the certification request.

4.2. Application instruction

4.2.1. Application acceptance

On receiving the certification application, IMQ will:

- preliminarily examine the application form and documentation presented by the Organization;

- request further documentation, over and above that previously indicated, should this be deemed necessary in order to accept the application;
- provide written confirmation of the application, after ensuring that the documentation received is complete;
- contact the Organization to make arrangements for the audit work.

4.2.2. Recognition of certification issued by other Bodies

By virtue of procedures and mutual recognition agreements, the presentation of valid certificates issued by other Bodies, together with the relative audit documentation, can allow for some of the activities set out in the certification procedure to be omitted; in particular, the transfer of certificates issued by other Bodies is subject to conditions established in the applicable accreditation documents (e.g. IAF MD 2 document “*Mandatory Document for the Transfer of Accredited Certification of Management Systems*”).

4.3. Planning and conducting certification audits

4.3.1. Assigning the audit Team and right to objection

Once the preliminary examination stage is complete, IMQ assigns the certification case to an Audit Group (or “Audit Team”), made up of one or more auditors, guaranteed to be capable of carrying out the audit (see par. 3.2 above).

The Organization has the right to request the replacement of an auditor, or an expert; this request must be given in writing, within five (5) days of the Organization receiving the information, and must be adequately justified.

IMQ reserves the right to decide whether to confirm or replace the person in question, depending on the relevance of the justifications given by the applicant.

4.3.2. Planning

IMQ contacts the Organization with a view to defining the audit data; once this date has been confirmed the Audit Group Head (or “Team Leader”) sends the audit plan to the Organization.

Should the Organization request for one of the visits to be moved within ten (10) working days prior to the planned date, IMQ reserves the right to charge the amount due for the expenses arising, in line with current rates.

4.3.3. Carrying out the audit

The audit consists of assessing whether the Organization Management System complies with the standards required; this check is carried out in line with the sampling method and is based on interviews with staff, direct observation of the work and processes and the examination of places, documents and records.

At the start of the audit, the Audit Team must meet (Initial Meeting) with the Organization Management. This meeting aims to present the participants, confirm the certification application field and audit plan, define the formal communication channels between the audit group and the Organization, and confirm the existence of suitably safe working conditions, emergency and safety procedures, as well as provide any other clarifications/indications that may be useful for carrying out the audit.



The Organization commits to providing the auditors with all the tools needed to carry out a proper assessment, ensuring in particular that the following are available:

- documents relating to the Management System for which the certification is requested;
- records, including internal audit reports;
- an updated list of external construction sites/activities (where the work covered by the certification is carried out by the Organization outwith their headquarters).

During the check, the auditors must be assisted by Organization staff. The Organization must authorize their safe access to all the areas where work covered by the certification is carried out; in addition, it must allow for staff involved in the work to be interviewed and, in general, provide all the information needed to carry out the audit.

Furthermore, the Organization is aware of the fact that the audit includes the direct observation of operational work in progress (production, service providing) and that the impossibility of checking this work during the initial audit stage and, subsequently, during the certified three years can lead - depending on the cases - to the certificate not being issued, or its suspension, withdrawal or reduction of the scope indicated in the certificate.

4.3.4. Conducting the certification audit (initial audit)

The initial certification audit is divided into two stages, referred to as **STAGE 1** and **STAGE 2**.

a) Stage 1 Audit

The Stage 1 audit is entirely conducted at the Organization, with the exception of alternative agreements with the latter and, in any case, in compliance with the accreditation provisions required for the specific certification scheme. The main aims of this verification are as follows:

- examine the Organization's management system documentation;
- gather the information needed regarding the management system's application field, including sites, processes, applicable binding requirements, checks defined by the Organization (especially for multi-site Organizations);
- review the status and understanding of the Organization regarding standard requirements, with particular reference to the identification of key services or aspects, processes, aims and functioning of relevance to the management system;
- assess the specific conditions of the Organization's site;
- establish the level of preparation for stage 2, identifying any weaknesses that would be classified as Major Non Compliances in the latter (for the classification of the remarks, see point 4.3.6 below) and which would, therefore, cause the certification procedure to be interrupted;
- acquire sufficient knowledge of the Management System and activities carried out to proceed with Stage 2 planning, discussing all the details with the Organization and guaranteeing that the allocated resources are suitable to carry it out.

At the end of Stage 1, the Head of the Audit team compiles a Stage 1 Audit Report and gives a copy to the Organization; this Report highlights any failings that need to be dealt with before going ahead with the Stage 2 visit, but does not provide a classification of the remarks, limiting itself to identifying the situations that preclude the

certification procedure from continuing, that is, the areas of criticality that need to be resolved prior to the Stage 2 audit procedure.

If, during the course of Stage 1, information is acquired relative to the Organization (e.g. no. of workers, sites, processes) that does not correspond with the information previously provided by the Organization itself, the previously established commitment needed to carry out Stage 2 may be subject to variations.

b) Stage 2 Audit

The aim of stage 2 is to assess the implementation, including the effectiveness, of the Management System. Stage 2 needs to take place at the Organization's site(s) and must include at least the following elements:

- the information and evidence about compliance with all the applicable Management System requirements, or other standard documents;
- the check and review of the services, on the basis of the defined aims;
- the System's capacity to manage compliance with the applicable binding requirements;
- the operational check of the processes carried out by the Organization;
- the internal Management audits and review;
- the responsibility of Management for the Organization policies.

The Stage 2 audit is carried out suitable period of time after the Stage 1 audit; the duration of this period of time is established on the basis of the accreditation provisions applicable to the specific certification scheme and must be congruent with overcoming any failings found at Stage 1, as well as depending on the Organization's characteristics (in terms of size, complexity and criticality of the aspects linked to the processes carried out).

In particular cases, linked to the reduced complexity of the processes and the Organization's small size, the Stage 2 audit can be carried out straight after the Stage 1 audit; this option can only be applied on the basis of the audit's positive outcome at Stage 1 and where allowed by the specific accreditation provisions (see Special requirements).

The Stage 2 audit must be carried out within 6 months of the Stage 1 audit being completed; if this time limit is exceeded, a new Stage 1 audit must be carried out. The relative costs of this supplementary activity are at the expense of the Organization.

If, at the request of the Organization, the audit is interrupted before the work indicated in the Plan is completed, the Organization is still obliged to pay the amounts for the entire planned audit activity.

4.3.5. Closing the verification activity and drafting the audit Report

At the end of the Stage 2 audit, the Audit Group needs to analyse all the information and evidence gathered during Stage 1 and Stage 2, with a view to reviewing the audit results and defining the conclusions.

The Audit Group, therefore, draws up a specific audit Report (hereafter referred to as the "Report"), which also highlights any Non Compliance situations (or "remarks"; see point 4.3.6 below).



An audit closure meeting is then organized, in the presence of Management and any other Organization staff, during which the Head of the Audit team presents the audit conclusions and the Organization is given a chance to discuss the contents of the Report, clearing up any doubts.

Subsequently, a Representative from the Organization signs the Report and Non-Conformity (see point 4.3.6 below) found, and receives a copy; the Organization can express any reservations on the contents of the audit documents, recording its motivations.

If IMQ does not send the Organization written communication of amendment to the results contained in the Report within 30 days following the closure of the audit, it will be considered confirmed.

4.3.6. Remark Classification

The (NonConformity) remarks represent failure to meet/misalignment with the requirements of the standards, which are formalized in the audit documents.

These remarks are classified as: Major (M) or minor (m) depending on the following criteria:

- **Major (M) NonConformity:** situation that could significantly compromise the effectiveness of the Organization Management System, making it impossible to achieve the aims or meet the requirements; this remark, which can also be formulated when there are a high number of NonConformities classifiable as “minor”, prevents the certificate from being issued;
- **Minor (m) Nonconformity:** while the effectiveness of the Management System has not been compromised, there are differences/misalignments with the requirements of the standards, which need to be resolved to declare conformity with the standard.

The audit Team can also formulate “Recommendations”, with a view to highlighting aspects that do not represent failure to meet the requirements of the standards, but can be considered as general opportunities to improve the Organization Management System.

4.3.7. Corrective Actions

The Organization must commit to eliminating any NonConformities encountered during the audit, via the adoption and implementation of adequate Corrections (or Treatments) and Corrective Actions.

The Corrections and Corrective Actions defined by the Organization must be transmitted to IMQ within the terms indicated in the NonConformity report(s), specifying application times and relative responsibilities; the Corrective Actions put forward are intended as accepted if IMQ fails to send a specific request for integration or change to the Organization within 30 days of its receipt.

A supplementary audit or documentary evidence is required to verify that the Corrections or Corrective Actions have been implemented; obtaining/maintaining the certification is, in any case, subject to the positive outcome of this verification.



If, after 6 months from completion of the Stage 2 audit, it has not been possible to obtain sufficient evidence of this implementation, another Stage 2 audit must be carried out to continue with the certification procedure; the costs of this supplementary activity are at the expense of the Organization.

Verification that the Corrections and Corrective Actions relating to the minor Non-Conformities have been implemented, is generally carried out during the next audit.

If the Organization forgets to send IMQ a suitable plan of corrections and corrective actions or, where requested, evidence of their implementation, IMQ can suspend the certification (see par. 8.1 below).

For the recommendations, there is no need to send corrective actions to IMQ; during the next audit, the Organization is requested to provide evidence that these recommendations have been taken into consideration, or justify any decision to not take any action.

4.4. Issuing and validating the certificate

4.4.1. Decision on issuing the Certification

The Report with relative attachments, any additional documentation and, in the event that any NonConformities have been found, the relative Corrective Actions are subsequently subjected to further separate review by a Resolution Committee made up of qualified staff, with a view to taking a decision on issuing the certification.

On the basis of the results contained in the above mentioned documentation, as well as any other relevant information, IMQ decides on issuing the certification.

4.4.2. Certificate content

When the certification is granted, IMQ sends the relative certificate to the Organization, on which the following is underlined: the reference standard, the Organization's legal headquarters and the reference site(s) and activities/processes (so called "scope of certification"), the commodities sector(s) (or other relevant classification), the date of the first issue, date of current issue, the expiry date and any additional indications (where requested by provisions in the standards, accreditation etc.).

Dispatch of the certificate is subject to payment by the Organization of the amounts due to IMQ for the work carried out up to the date on which the certificate was issued.

4.4.3. Failure to issue the certificate

When the certificate is not granted, IMQ informs the Organization of this decision in writing, indicating the relative justifications and requesting that an additional visit be arranged to try and resolve the NonConformities found and/or the dispatch of documents that provide proof of this.

The positive outcome of the above mentioned additional assessments, whose cost is at the expense of the Organization, allows for the certificate to be issued.



4.4.4. Validity period of the certificate

The certificate lasts for **three years**.

Its validity is, however, subject not only to continuation of the contractual relationship with IMQ, but also the positive outcome of the ordinary/extraordinary surveillance audits carried out on the Organization Management System, in line with the procedures indicated Art. 6 below.

Following the positive outcome of the renewal audit and relative resolution activity by the proposed Committee, the certificate is re-issued. Failure to implement this activity, just like failure to dispatch and/or failure to implement the Corrective Actions within the expiry date of the certificate, will lead to the latter no longer being valid and termination of the contract with IMQ, with the subsequent need to re-activate the certification procedure from the start.

4.4.5. Registering in the databases of certified Organizations

After the certificate has been issued, the Organization is registered in the register of Organizations with certified Management Systems, a register that is widely distributed.

The information regarding certification of the Organization is then sent to the Federations/Associations that IMQ are part of, as well as - in relation to the state of IMQ accreditations - to accreditation Bodies.

IMQ is solely in charge of the data published in their databases, as they cannot guarantee in any way the correctness and update of the information stored in third party registers and databases.

Art. 5. FULFILLMENT BY THE ORGANIZATION

5.1. The Organization's obligations

The certified Organization is committed to:

- a) maintaining compliance with the requirements foreseen in the certification standard and the mandatory requirements applicable to the product and/or service;
- b) subjecting itself to ordinary/extraordinary verifications required to maintain/renew the certificate, under the terms indicated by IMQ. In particular, the Organization is committed to allowing the auditors access at any time during working hours and allowing them to verify the activities that are covered by the certification, without any problem;
- c) promptly inform IMQ of any changes to its structure that have or can have relevance with regard to compliance with certification standard (s), or change the certificate's application field (e.g. change of headquarters, organizational changes, etc.); in these cases, IMQ can request that one or more additional verifications are carried out (the cost of which is at the expense of the certified Organization) and/or redefine the audit times planned for maintaining/renewing the certification, preparing an updated quote if necessary;

- d) rapidly inform IMQ of any variations to the number of its employees; in this case, IMQ can, upon payment, request that an additional verification be carried out, anticipate the next visit and/or change the audit times established for maintaining/renewing the certification, preparing an updated quote if necessary (see par. 10.1);
- e) make no declaration or publish its certification in such a way as to be considered misleading or unauthorized, or incoherent with the field of application of the certification, or use its own certification in such a way as to discredit IMQ;
- f) adhere to the provisions contained in the Regulations for Using IMQ Labels, where applicable;
- g) rectify its own advertising material if the certification application field has been modified, reduced or extended;
- h) as part of the certified Management System, keep a record of the complaints and corrective actions and, where requested by IMQ, provide evidence of its management;
- i) in relation to the IMQ accreditation status, allow access to the auditors from the accrediting Body so that they can carry out the verification activities required by the applicable provisions;
- j) immediately inform IMQ of all the non-compliant situations found by the inspection Authorities, as well as any suspensions or revocations of authorizations, concessions, etc.;
- k) immediately inform IMQ of any legal/administrative proceedings underway that regard the content of the certification, with the exception of the limits set by legal provisions;
- l) immediately inform IMQ of any accidents whose impact is long lasting and/or that required the intervention of external Bodies to resolve the matter and/or have led to communications to public Authorities;
- m) keep IMQ informed of developments and the management of situations indicated in letters j) to l) above.

In relation to the fulfilment of the obligations foreseen in this paragraph, IMQ will be able, upon payment, to carry out extraordinary inspection visits, and if necessary, suspend or revoke the certification, depending on the seriousness of the situation and/or the impact of the event to be checked.

5.2. Occupational health and safety - Information requirement

The Organization, in compliance with current legislation regarding safety and prevention of accidents at work, is committed to providing IMQ staff and any partners with full, detailed information regarding the specific risks existing within the work environment, where they are due to work.

Furthermore, the Organization is committed to promoting, through their own personnel engaged for this purpose, cooperation and coordination with a view to implementing protection and prevention measures against risks at work, that have an effect on the work activity of the auditors engaged by IMQ, and that require the protection of both the workers and any other individuals operating there or who are, in any case, in the same working environment.

The Organization, depending on any specific existing risks, will commit to providing all IMQ staff and any partners with suitable personal protection devices and will ensure every precaution is taken to guarantee they work in complete safety.

Art. 6. VERIFYING THE CERTIFIED ORGANIZATION

6.1. Surveillance audit

IMQ carries out a periodic verification of the certified Organization to ensure that the Management System remains compliant with the requirements of the reference standard(s).

This verification is carried out with periodical audits, performed in line with the criteria and procedures illustrated in this paragraph and foreseen in the applicable accreditation rules.

The first surveillance audit must be done within twelve (12) months of the certification being issued, except in the cases where IMQ, in order to verify the resolution of the NonConformities found, and prior to communication with the Organization, feels that a shorter time period would be more appropriate.

The surveillance audits following on from the first one, are generally carried out twelve (12) months after the previous audit; in any case, these **must obligatorily be conducted at least once a year (calendar year)**.

The periodic audits allow for all the activities/certification processes to be verified within the three year certification time period, bearing in mind that some areas/aspects considered significant/critical are checked during the surveillance audit.

Note: for some certification schemes, different surveillance rules can be defined, e.g. with regard to the time interval between audits, the number of audits required, etc. see Special requirements.

6.2. Renewal audit

The renewal audit (or “re-certification”) is aimed at giving a general review of the certified Management System; it includes checking all the requirements of the standards and, in particular, taking an in-depth look at the following elements:

- a) how effective the Management System is overall, in light of internal and external changes, and its continuous pertinence and applicability to the certification scope;
- b) the effectiveness of the management system in reference to the Organization’s aims and expected results;
- c) the commitment shown to maintaining effectiveness and improvement.

Within the certification expiry date, the renewal audit needs to be completed and the Organization needs to have implemented the Corrective Actions for the resolution of any major NonConformities found; the above mentioned term is applicable even in cases where the certification has been suspended (see point 8.1.5 below).

Following the positive outcome of the renewal activities, the certificate is re-issued (see par. 4.4.4 above); the costs of each certificate re-issue are at the expense of the Organization.

Should the certification renewal activities not be completed within the certificate's expiry date, this latter loses its validity.



The certification validity can be reinstated, within six (6) months from the certificate's expiry date, only in the cases permitted by the applicable accreditation instructions, and prior execution of all the audit activities foreseen by the above mentioned provisions. IMQ informs the Organization of the kind of activities needed and their duration for reinstating the certification; the costs of any additional audit times are at the expense of the Organization.

Following reinstatement, the certificate is re-issued, highlighting - via indication of additional dates - the time period in which the validity of the certification was inactive.

Once the maximum term of twelve (12) months from the expiry of the certificate has passed, the Organization that intends to re-acquire the certification must recommence the certification process from the start and carry out a complete initial audit (Stage 1 and Stage 2).

6.3. Special audit

6.3.1. Additional audits

On the basis of the results of the Audit Reports and the NonConformities found, the complaints received and, in general, all the cases where the Organization has failed to comply with the requirements of the reference standards, as well as the hypothesis contemplated in Art. 5, IMQ can arrange for additional verifications to be carried out. The cost of these activities are at the expense of the certified Organization, in line with the current IMQ Rates.

6.3.2. Short notice or unannounced audits

IMQ can also carry out audits at short notice - that is, carried out within five (5) working days from the date of notification - or unannounced, to investigate complaints received or following changes to the Organization, or as a consequential action towards an Organization whose certification has been suspended.

In these cases, the right to object as of point 4.3.1 above will be inapplicable; IMQ is committed to choosing the Audit Team in order to reduce the potential risks linked to the impossibility of the Organization to exercise this right.

6.3.3. Certification extension audit

If the Organization intends to extend the field of certification application (e.g. Further sites/operating units, processes, etc.), it must make a written request to IMQ, who establishes which further verifications are required and drafts the relative Quote.

Following acceptance of this Quote and positive outcome of the verification activities and resolution (see par. 4.3), the certificate is re-issued.

The relative costs of the additional verification activities and re-issuing of the certificate are at the expense of the Organization.

6.4. Audit cancellation/postponement

The certification, surveillance and renewal audits are announced in advance with an appropriate prior warning; should the Organization request for one of the audits to be moved/cancelled within ten (10) working days prior to the planned date, IMQ reserves the right to charge the amount due for the expenses arising, in line with current rates.

6.5. Operational rules for ordinary and extraordinary verification activities

With regard to how to carry out the audit, draft the Report, formulate the NonConformities and dispatch the Corrective Actions, see par. 4.3 above; furthermore, the subdivision of the activities into Stage 1 and Stage 2 is applied to the surveillance/renewal audits only if there are significant changes to the Management System, the Organization's characteristics or the site where it works, within the applicable requirements etc.

Art. 7. USE OF CERTIFICATIONS AND MARKS

7.1. Concession to use marks

As of the re-issue date of the certificate, the Organization can use the marks granted by IMQ only in reference to single certificate schemes for which the Organization has obtained certification (hereafter referred to as "marks"). Reference is made to these marks, which are sent to the Organization by IMQ following the certification being issued, in the Special requirements and can be used according to the provisions of the Regulations for the use of marks issued by IMQ, which are deemed to be expressly referred to here.

Being part of the CISQ Federation (Italian Certification for Company Quality Systems CISQ), the CSQ System also allows the certified Organization to:

- be included in the "CISQ" list of certified Organizations;
- benefit from mutual recognition agreements stipulated by CISQ with external Bodies;
- use the "CISQ" mark (see Regulations for the use of marks issued by IMQ);
- receive the "IQNet" certificate and relative mark as well as being included in the IQNet database of certified Organizations (see Regulations for the use of marks issued by IMQ).

7.2. Transferability of the Certification - Changes in the company organization

Use of the Certifications issued by IMQ is strictly reserved for the Organization and cannot be transferred, with the exception of cases of transfer, transformation, fusion, division, conferment or rental of a company or branch of a company that is part of the group concerned.

In these cases, the Organization will need to inform IMQ as quickly as possible, or at least no later than fifteen (15) days following the enrolment of the relative recording in the Companies Register, where required; failure to comply with this time limit can lead to the application of a suspension measure or withdrawal of the certification.



In the cases described above, the Organization will need to send a written request to IMQ to maintain the certification registered to the entity resulting from the change to the company organization, complete with a copy of the relative certificate of registration at the Chamber of Commerce and any further documents, should these be seen as necessary. IMQ will, therefore, commit to ascertaining, if necessary via an additional verification, that the Management System has not undergone any changes, and that it complies to the requirements of the reference standards.

The transfer of the certification is subject to the positive outcome of the assessments carried out, as well as payment of all the amounts due by the transferring Organization.

The costs of updating the certification and possible additional verification (in document form and/or at the Organization) are at the expense of the entity resulting from the changes.

Art. 8. CERTIFICATION SUSPENSION, WITHDRAWAL AND RENUNCIATION

8.1. Certification suspension

8.1.1. Justification for suspension

The certification can be suspended if IMQ has reason to believe that the Management System no longer meets the requirements of the standards, laws and/or applicable regulations and, in particular, in the following cases:

- a) discovery of critical NonConformities or in a high number, failure to dispatch and/or adopt Corrective Actions and, in general, a negative audit outcome;
- b) impossibility to carry out ordinary and/or extraordinary audits in line with the deadlines indicated by IMQ;
- c) non-fulfilment, by the Organization, of the obligations required in paragraphs 5.1 and 5.2 above;
- d) existence of legal or administrative proceedings, reports of offenses, complaints, disagreements etc. relating to the subject of the certification and/or regarding the binding requirements of the product/service provided by the Organization, or failure to communicate their existence to IMQ;
- e) conviction of the Organization for facts surrounding failure to comply with binding requirements pertinent to the Management System covered by the certification;
- f) on justified request from the Organization (no more than once in the three year period of the certification).

8.1.2. Communication of the suspension

The certification suspension measure and any reinstatement measure are communicated to the Organization via certified e-mail, registered letter or other legally valid method.

8.1.3. Consequences of the suspension

During the suspension period:

- IMQ can suspend the surveillance activity mentioned in Art. 6 above, with the exception of what is set out in par. 6.3.2;
- where necessary, IMQ proceeds with registering the suspension status of the certified Organization on the database;
- where requested, IMQ communicates the suspension to the concerned Authorities and/or Bodies;
- the Organization cannot use the certificate obtained and the marks referred to in Art. 7 above, with the exception of different indications given by IMQ, nor qualify as a certified Organization;
- the Organization is, in any case, obliged to pay the amounts for the certification maintenance.

8.1.4. Certification reinstatement

The suspension can only be cancelled when the Organization has adequately resolved the Non-Conformities found, or in the case where the situation that had originally given rise to the suspension no longer exists.

Before going ahead with the reinstatement of the certification, IMQ can carry out checks in document form and/or at the Organization to verify that the problems previously found have effectively been resolved; all costs relative to these additional checks are at the expense of the certified Organization.

8.1.5. Suspension period duration

The duration of the suspension, which cannot exceed six (6) months, is indicated in the communication referred to in par. 8.1.2 above; once this period has passed without the suspension having been cancelled, the certification will be withdrawn.

8.2. Certification withdrawal

8.2.1. Justification for withdrawal

The certification can be withdrawn in the case of:

- a) serious non-compliance of the commitments assumed as of Art. 5 and Art. 6 above;
- b) failure to pay the amounts due to IMQ, whatever the grounds. In this case, before proceeding with the withdrawal, IMQ commits to sending a communication to the Organization entitled “prior warning of withdrawal”; after fifteen (15) days have elapsed from the date of this communication without the Organization having paid the amounts due, the certificate will be revoked. During this period of prior warning, all verification activities are suspended, similarly to what occurs in the hypothesis of suspension;
- c) failure or termination of an Organization’s activity;
- d) serious irregularities or abuse in using the certificate and/or mark;
- e) sentencing of the Organization for failure to respect the binding requirements of the Management System or product/service provided;

- f) serious violation of IMQ's ethical code;
- g) failure of the Organization to comply with changes in standards and/or regulations;
- h) In the cases covered under 8.1.5.

8.2.2. Communication of the withdrawal

The withdrawal decision is communicated to the Organization via certified e-mail, registered letter or other legally valid method.

8.2.3. Consequences of the withdrawal

In the case of a certification withdrawal, the Organization is obliged to:

- a) no longer use the certificate(s) obtained or mark(s) referred to in Art. 7 above;
- b) replace the certificate(s) within fifteen (15) days of the relative communication;
- c) eliminate the marks referred to in letter a) above, and any reference to the certification, from the headed paper and all documents;
- d) pay IMQ all the amounts still outstanding.

Furthermore, IMQ commits to:

- interrupt the verification activity referred to in Art. 6 above;
- delete the Organization certification from the registers referred to in point 4.4.5;
- communicate the withdrawal to the Authorities and/or Bodies concerned.

8.3. Certification renunciation

8.3.1. Justification for renunciation

The Organization can waive the certification:

- a) in the hypothesis of termination referred to in Art. 12 below;
- b) when it has no intention of adapting to the variations of the reference standards (see par. 9.1) or provisions applicable to the certification activity (see par. 9.2);
- c) when the variations made to these Regulations are not accepted (see par. 9.2);
- d) when the variations to the rates are not accepted (see par. 10.2);
- e) in the event of renunciation or withdrawal of the IMQ accreditation for the certification scheme ;and for the EA sector to which the certification refers
- f) prior to obtaining the certification. However, under this hypothesis:
 - should the renunciation reach IMQ before setting in motion the audit work, the Organization will be obliged to pay the amounts relative to opening the paperwork ("CSQ certification issue management)
 - should the renunciation be communicated while the Stage 1 audit is in progress, or at the end of it, the Organization will be obliged to pay fifty per cent (50 %) of the amount due for the certification;



- should the renunciation be communicated while the Stage 2 audit is in progress, or at the end of it, the Organization will be obliged to pay the whole amount due for the certification.

8.3.2. Renunciation communication

The renunciation must be communicated via certified e-mail, registered letter or other legally valid method to:

IMQ S.p.A. – Area Certificazione CSQ – Via Quintiliano, 43 - 20138 Milan.

8.3.3. Consequences of the renunciation

In the case of a certification renunciation, the Organization is obliged to:

- a) no longer use the certificate(s) obtained or marks(s) referred to in Art. 7 above, and return the certificate(s) to IMQ;
- b) eliminate the marks relating to the certification, and any reference to it, from the headed paper and all documents;
- c) pay IMQ all the amounts still outstanding, as set out in Art. 12.

In turn, IMQ will commit to:

- interrupting the surveillance/renewal activity referred to in Art. 6 above;
- delete the Organization certification from the registers referred to in point 4.4.5.

Art. 9. LEGISLATIVE, STANDARD AND REGULATORY VARIATIONS

9.1. Changes to the reference standards

Should changes be made to the reference standards for the certification, IMQ will rapidly inform the certified Organization, which will have the right to adjust to the new requirements within the time limits that will be given, or to waive the certification.

Should the Organization decide to maintain the certification, IMQ will commit to checking the Organization's compliance with the provisions of the new standards.

The costs of any certificate verification and re-issue activities are at the expense of the certified Organization.

9.2. Changes to the Regulations and/or general provisions and details

Should the provisions applicable to the certification activity, contained in the standards (e.g. standards of the ISO/IEC 17000 series) and/or in other specific documents (e.g. applicable accreditation rules), be subject to variations, IMQ will be able to update the assessment procedure above, with a view to accepting the new provisions.



Furthermore, IMQ reserves the right to make changes and integrations to these Regulations without the prior consent of the certified Organization; in this case, IMQ will commit to informing the Clients of these changes to the Regulations in electronic format or, if these changes bear no influence on the work carried out at the Organization, via publication on its website www.imq.it.

Should these changes influence the activity carried out at the Organization, with a significant impact (e.g. variation of the frequency or duration of the visits, etc.), IMQ will commit to informing the latter, by drafting - where necessary - a new quote; the Organization will have the right to waive the certification within thirty (30) days following the relative communication.

9.3. Additional assessments following the changes

Any costs incurred for the assessment in document form and/or on site, deriving from the changes to the standards or regulations referred to above, are, in any case, at the expense of the Organization.

Art. 10. ECONOMIC CONDITIONS

10.1. Certification granting and maintenance costs

The amounts due for the certification and maintenance work (and where specified, the amounts for the renewal work), together with the relative payment conditions, are given in the **Quote** as accepted by the Organization; this Quote is drafted in line with the rates indicated in IMQ's current price list and on the basis of the information provided by the Organization (number of workers, operational sites/units, specific data requested for each scheme, etc.).

The calculation of the personnel, with a view to establishing the audit times, includes both employees and external staff, even with part-time contracts, temporary and seasonal work etc., as required by the applicable accreditation provisions.

The Organization is obliged to correctly communicate all the information required at the quote drafting stage, with regard to issuing the Quote and carrying out the initial verification, as well as update IMQ regarding any changes (see par. 5.1 above); IMQ assesses whether, on the grounds of the updated data, it is necessary to change the audit times foreseen and revise the economic conditions agreed upon.

As they are not expressly provided in the Quote and in the absence of this, the current figures given in the **IMQ rates** are applied which are deemed to be expressly referred to here.

10.2. Variation in the IMQ Price list

The certified Organization is informed of any variations to the IMQ Price list as are IMQ Clients at the certification stage, should this lead to a significant change in the economic conditions practiced.



The certified Organization has, in any case, the right to renounce the certification within one (1) month following the date of reception of the first invoice updated with the new rates (see point 8.3.1 letter d).

The Organization that decides to make use of the above mentioned right to renunciation will be charged the rates applied prior to the variations, up until the point when the relationship is terminated.

Art. 11. CERTIFICATION EXTENT AND LIABILITIES

11.1. Organization liabilities - Indemnity

The Organization commits to complying and remaining compliant with the binding requirements, such as laws, regulations etc. of an international, national or local nature, with particular focus on the products, processes and services that fall within the scope of the certification.

Issuing and maintaining the certification do not represent proof nor a guarantee from IMQ of respect for all the binding requirements weighing on the Organization and, in general, the legislative compliance of the latter.

So, the Organization is, and remains the sole liable party, both to itself and to third parties, for the correct operation of its own activity and its compliance, and that of its products/services, to the applicable standards, as well as to the expectations of clients and third parties in general.

The Organization is also committed to keeping IMQ and its employees, auxiliaries and collaborators in the clear from any complaint, action and/or demand from third parties linked to the implementation of the IMQ activities according to these Regulations.

11.2. IMQ non-fulfilment - Extent of liability

With the exception of fraud or gross negligence, IMQ's liability towards the Organization for any damage deriving from the implementation or non-fulfilment, either whole or partial, of its obligations in the certification contract, will be limited to the maximum amount of three (3) times the fee due for the assessment work carried out at the time of the error or omission that brought about the damage.

11.3. Forfeiture clause

Each complaint or request for damages made against IMQ will need to be put forward by the Organization, under penalty of forfeiture, no more than one (1) year from the event that gave rise to the request or complaint.



11.4. Exclusion of IMQ from liability

With the exception of fraud or gross negligence, even in cases of confirmed non-fulfilment by IMQ, no compensation will be paid to the Organization for any lost earnings, due to for example, interruption of company activities, loss of profit, trade opportunities, turnover, launching or foreseen profits.

Art. 12. DURATION OF THE CONTRACT AND RIGHT TO WITHDRAW

12.1. Contract entry into force

The Contract is regarded as being in force and binding to all legal effects and purposes, when the Organization has accepted the IMQ Quote in writing within the relative validity term and IMQ has confirmed the Organization's Order in writing. The acceptance of the Quote by the Organization represents an irrevocable Proposal.

12.2. Duration of the contract

With the exception of the hypothesis in par. 12.4 below, the certification contract, of which these Regulations represent an integral and substantial part, is stipulated permanently, starting from the date it enters into force as of par. 12.1.

12.3. Right to withdrawal

Each contractual party has the right to withdraw from the above mentioned contract at any time, communicating the withdrawal via certified e-mail, registered letter or other legally valid method and signed by the Legal Representative or Proxy.

Withdrawal by the Organization involves renouncing the certification, which will cease to produce its effects starting from the reception date of the relative communication from IMQ.

The Organization that withdraws is obliged to pay all the amounts invoiced by IMQ, in line with the contractual terms, as well as pay IMQ:

- the amounts for maintenance relative to the period in progress at the time the withdrawal was communicated;
- the amounts for maintenance relative to the following trimester.

Termination by IMQ involves withdrawal of the certificate, which in any case, remains in force until the date planned for the next periodic visit.



In the event of this, all the contractual instructions that serve to maintain the certification in compliance with the reference standard remain in force - for the remaining time of the certificate's validity, with particular reference to IMQ's right to make changes and obtain information, should they have reason to believe that this compliance has not been met, and to the Organization's obligations as set out in these Regulations. The same instructions find application even in the case of withdrawal by the Organization with contextual request for temporary maintenance of the certification.

12.4. Renewal

Where applicable, and in the cases where the Quote previously drawn up does not include the renewal activities, on request from the Organization and before the certificate expires, IMQ will draw up a new Quote for the following certification cycle.

When the acceptance of this Quote has been received, the activities aimed at renewing the certification are planned and carried out.

If the Organization fails to accept the Quote, at least two months prior to the certificate expiry date, its validity will be suspended; the contract will be terminated as of the date following expiry of the certificate.

Should the Organization withdraw in advance, it will be obliged to pay the amounts due for certification maintenance up until the expiry date of the certificate.

In any case, the failure to implement the re-certification work foreseen in point 4.4.4 and in par. 6.2 within the certificate's validity terms, will lead to the contract being terminated on the day after the certificate itself expires.

Art. 13. PROTECTION OF PERSONAL DATA

13.1. Processing of personal data

Pursuant to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data ("General Data Protection Regulation") and Italian Legislative Decree 196/2003 as amended ("Privacy Code"), personal data provided directly by the Principal or via third parties are and will be processed by IMQ - and, in particular, recorded and stored in a database - in order to ensure proper execution of the contractual relations with the Principal. Special categories of personal data and personal data relating to criminal convictions and offences, pursuant to arts. 9 and 10 respectively of the General Data Protection Regulation, may be requested as a mandatory condition for the issue of certification. These data will be processed solely for the purpose of providing the service requested, applying appropriate, strengthened technical and organisational security measures.

For the above purposes, the data requested ("Data") will be processed using IT, manual and ICT tools, applying logic strictly correlated with the purposes of the processing and, in any case, in a manner that guarantees the security and confidentiality of the Data.



Proper execution of the contractual relations with IMQ therefore depends on provision of the Data by the Principal, with the consequence that refusal to provide the Data will prevent IMQ from continuing these contractual relations.

The Data will be processed for the time strictly necessary for execution of the contractual relations with the Principal, subject to a further period for which the Data will be stored of 10 years (dependent on whether specific EU regulations or directives require retention for a longer period) from completion of the last service provided, in order to comply with the established legal and regulatory obligations.

IMQ may disclose the Data to accreditation and certification Bodies, Administrations, Institutions, Associations, Judicial Authorities and Public Security Authorities, for use to the extent of their respective specific responsibilities, as well as to all other relevant competent Authorities and, in general, to all public and private entities to which disclosure is required by law or necessary for execution of the services provided by IMQ. These parties will process the Data as independent Data controllers.

The Data are disseminated solely to guarantee institutions and consumers with regard to the issue, existence, waiver, suspension or withdrawal of the certification.

13.2. Data controller

The “Data controller” is IMQ S.p.A. with headquarters at Via Quintiliano No. 43 - 20138 Milan.

Pursuant to arts. 15-21 of the General Data Protection Regulation and art. 7 of the Privacy Code (Rights of the Data Subject), the Principal may at any time exercise the rights of access, rectification or erasure (so-called “right to be forgotten”), restriction of processing and to data portability by sending a specific request to the Data Protection Officer (DPO): dpo@imggroup.it.

The Data may be disclosed and processed by third-party companies and other parties (including but not limited to suppliers of IT services, banks, professional firms, consultants) that perform activities outsourced by the Data controller in their roles as Data processors.

The list of specifically authorised Data processors is available from the Data controller.

13.3. Consent to processing personal data

By signing this Regulation, the Principal gives consent to the processing of the Data for the purposes stated above and, also, to be disclosed and disseminated in that context.

Art. 14. COMPLAINTS AND APPEALS

14.1. Complaints

The Organization, as well as anyone else it may concern, can make a complaint about IMQ operations or the Organizations certified by IMQ by presenting the complaint and justifying their reasons for it, following the procedures



given on the web site www.imq.it. IMQ will ensure that it handles the complaint following its own procedures, described in the specific section of the above mentioned web site.

14.2. Appeals

The Organization can appeal against a decision made by IMQ regarding the outcome of a conformity assessment within thirty (30) days of receiving the relative communication, giving their reasons and motivations for their disapproval. Please consult the specific section in the website below on how to handle appeals: www.imq.it.

Art. 15. APPLICABLE LAW AND JURISDICTION

15.1. Applicable law

The certification contract, which these Regulations are an integral and substantial part of, is governed by Italian law.

15.2. Jurisdiction

Any controversy relating to the application or interpretation of the certification contract, including those relating to its validity, application and resolution, will be assigned exclusively to the competence of the Courts in Milan.