ICMQ
Certificazioni e controlli
per le costruzioni

ICMQ S.p.A. (a socio unico)
via G. De Castillia, 10 - 20124 Milano
tel. 02.7015.081 - fax 02.7015.0854
icmq@icmq.org - www.icmq.org
Capitale sociale € 750.000 i.v.
REA: MI/1630715
Registro Imprese di Milano
Cod. Fisc. e Part. IVA 13218350158

General Contract Conditions

FOR VALIDATING THE CARBON FOOTPRINT IN COMPLIANCE WITH ISO 14067

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FOREWORD

ICMQ S.p.A. (hereinafter ICMQ) is a certification and inspection body which, acting as an independent entity, provides requesting organisations with services for the verification and validation of the Carbon Footprint (hereinafter the CFP) for a single product and/or the CFP Systematic Approach.

1. Definitions

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

Corrective actions: all the actions that the Client needs to take to eliminate any Non-Conformity detected by ICMQ.

Environmental aspect: an aspect of works, products or services of an Organisation that can interact with the environment (ISO 14001).

Impact category: a category used to aggregate the results of the Life Cycle Inventory and to express them in terms of potential environmental impact (ISO 14042).

Validation: a procedure whereby a third party guarantees that a product, process or service meets specific requirements.

Verification certificate/CFP certificate: the document issued to the Client by ICMQ certifying the verification of the CFP or the certification of the Organisation's CFP Systematic Approach.

CFP Systematic Approach (CFP-SA): a series of activities developed by an Organisation through a defined set of procedures, in order to allow the development of a correct CFP for a single product, related to one or more products made by the same Organisation. This system is applicable when the same set of data and allocation procedures are applicable for all the Organisation's products.

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

Certification Committee: the set of individuals who decide on whether to Issue, Maintain, Renew, Suspend or Revoke the verification/validation certificate.

Carbon Footprint (CFP) for a single product: the quantification through a CFP Study Report of the carbon footprint (CFP) for a single product, or for similar products (belonging to the same type resulting from the same production process and the same production site, whose variation in CFP is less than ± 10%) expressed in compliance with ISO 14067 and other requirements established within a CFP-PCR and/or established by the PCR of a Type III Environmental Declaration program (UNI EN SO 14025).

Audit Teams/Auditor: the persons appointed by ICMQ to carry out the on-site verification.

Application Guide: a document prepared by ICMQ that specifies the Standard requirements, for the specific type of Product/Service, that are to be applied in the Management System by the applicant requesting verification and validation.

Environmental impact: any change to the environment, whether adverse or beneficial, wholly or partially resulting from the works, products or services of an Organisation (ISO 14001).

Checklist: the document prepared by ICMQ and used by ICMQ Auditors to carry out the verification;

Non-Conformity (NC): the deficiencies inherent to the quantification of the Client's CFP and the relative CFP Study Report and/or relating to the Organisation's CFP Systematic Approach, as ascertained during the audits conducted by ICMQ Auditors; classified as:

Major NC:

failure to meet a requirement of the standard of reference and/or a requirement established within a PCR-CFP (if any) and/or a requirement established by the PCR of a Type III Environmental Declaration program to which reference has been made, such as to jeopardise the reliability of the CFP quantification for a single product and/or the compliance of the Organisation's CFP Systematic Approach with the requirements indicated in the Standard of reference.

A major NC is deemed critical when it has to be resolved by the Organisation prior to the next verification phase (and in particular prior to any on-site or final documentary verification). Failure to resolve a critical non-conformity will cause the verification process to be interrupted until such a time that the NC has been resolved.

In the case of an audit to certify the CFP Systematic Approach, a major NC may also be understood as a minor NC that was issued in a previous verification phase and which is still seen in subsequent verification phases when monitoring the certificate.

The case cannot be submitted to the ICMQ Certification Committee for a CFP verification certificate/CFP Systematic Approach certification to be issued (or renewed in the case of a CFP Systematic Approach) until, for each non-conformity classified as major, the effectiveness of the corrections and corrective actions taken by the Organisation has been verified, either at the documentary level or through an additional audit.

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

Minor NC:

are only given in the case of verification procedures for the certification of the CFP Systematic Approach. They consist of a shortcoming in the application of the requirements of the standard of reference (if any) and/or the requirements established by the PCR of a Type III Environmental Declaration program chosen as a reference, which is not covered by the definition of major non-conformity and, therefore, does not put the reliability of the Organisation's CFP Systematic Approach at immediate risk nor its ability to produce correct CFP quantifications for a single product.

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

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

- request an additional audit to assess the effectiveness of the correction and corrective actions proposed by the Organisation to resolve the non-conformities found in the verification process

- change the level of non-conformities or recommendations highlighted by the Audit Team during the verification process;

- evaluate different timings from those normally envisaged to resolve non-conformities and for the Organisation to supply useful evidence of their resolution, depending on the issue highlighted in the non-conformity itself.

Standard: the set of provisions laid down by the standard of reference for the carbon footprint, ISO 14067, UNI EN ISO 14064-3 as well as the UNI EN ISO 14040 family.

Competent body: the manager of the CFP program, as defined in ISO 14067.

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

CFP-PCR – Product Category Rules: the document that describes the type of information to be provided in the CFP referring to a product, starting from the life cycle analysis. CFP-PCRs also establish how the information given is generated.

Monitoring: the activity through which ICMQ periodically verifies continued conformity of the Organisation's CFP Systematic Approach certification.

Production unit/site: the location where the activities, related to the manufacture of products and/or services, are carried out.

Assessment: an action with which ICMQ verifies how the requesting Client operates to establish its compliance with the Standards.

For all other definitions contained in these General Conditions,

reference is made to the definitions set out in UNI EN ISO 9000 "Quality Management Systems - Fundamentals and Terminology", which is understood as being incorporated herein and ISO 14067:2018 *"Greenhouse gases – Carbon footprint of products – Requirements and guidelines for quantification".*

2. Subject of the CFP verification service. No advisory services

2.1. Subject of the service.

- Verifying the CFP for a single product involves the quantification of the CFP contained in the CFP Study Report for the product/service and its compliance with the reference "CFP-PCR - Product Category Rules" and ISO 14067;
- Verification for the certification of an Organisation's CFP Systematic Approach involves assessing its compliance with the requirements of Annex C of ISO 14067, as well as a sample verification done on the CFP Communications for a single product generated by the Systematic Approach, as indicated in the previous point.

2.2. No advisory services.

ICMQ does not provide advisory services, either itself or via sub-contractors, to help Organisations define their management systems or assess product life cycles or prepare the LCA.

3. Reference documents and technical standards

The following documents amount to applicable technical standards:

- UNI EN ISO 14065 (current version). Greenhouse gases - "Requirements for greenhouse gas validation and verification bodies for use in accreditation or other forms of recognition";
- UNI EN ISO 14064-3 (current version). Greenhouse gas "Specification with guidance for the verification and validation of greenhouse gas statements";
- ISO 14067 (current version) *"Greenhouse gases - Carbon footprint of products - Requirements and guidelines for quantification";*
- In the case of Certifications issued under accreditation, all the provisions provided by ACCREDIA regulations, available at www.accredia.it, that Organisations undertake to know and apply;
- Current mandatory regulations/laws applicable to the sector and to the Standard for which certification is requested;
- Applicable EA/IAF Guidelines.

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

a) the Rates Table in effect for the certification;

b) the certification request and attachments (where applicable);

c) these General Contract Conditions;

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

e) Application Guide (where applicable);

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

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

4. Impartiality Committee

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

5. Contract duration

The contract covering the CFP verification for a single product and/or the CFP Systematic Approach is formalised on the date on which ICMQ receives the certification request, with the documents related or referred to it signed and accepted.

The contract covering the verification service for the certification of the CFP Systematic Approach will expire after 3 (three) calendar years from the beginning of the month in which the ICMQ verification certificate/ICMQ certificate is issued. The contract will be tacitly renewed for the next 3 (three) years, unless one of the parties sends the other a withdrawal notice, by registered letter with return receipt or by certified email, 6 (six) months prior to its expiry date.

The contract covering the verification service for the CFP for a single product relates to carrying out the individual verification activity of the CFP quantification. Any multi-year contracts relating to the verification of the CFP quantification for the same product are to be understood as contracts for multiple independent verification activities.

The contract covering the verification service for the CFP for a single product and/or for the verification service for the certification of the CFP Systematic Approach will expire 1 (one) year after its formalisation if, for reasons of force majeure that are not attributable to ICMQ, the CFP verification certificate cannot be issued to the Client within the said term, except where otherwise agreed in writing between the parties to govern the possible extension of the contract. In this case, the Client cannot claim a reimbursement for the sums paid, and shall pay ICMQ all the fees due for the services provided by ICMQ, if any, during the validity of the contract itself, in accordance with the Rates Table in effect at the time of the service, except as otherwise agreed in writing by the parties.

6. Parties involved

The Client drafts the CFP Study Report for a single product or the documents that define the CFP Systematic Approach, referring to the documents given in article 3 of this Regulation.

The parties concerned (producer associations, industrial districts, environmental associations, consumer associations, large distribution chains) take part in the CFP-PCR development and approval process and can promote and coordinate initiatives aimed at developing CFP-PCRs for the product groups they are interested in.

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

The Accreditation Body supervises, verifies and monitors the bodies that are engaged in the application of the verification schemes of the CFP quantification and/or certification maintenance and renewal of the CFP Systematic Approach. The Accreditation Body takes care of all compliance issues with the requirements laid down in standards, guidelines, regulations and any additional, applicable international and national requirements.

7. ICMQ's obligations

The assessment for the verification of the CFP quantification relative to the product for which the Client requests it, and/or the certification of the CFP Systematic Approach of the Client's Organisation will be carried out by ICMQ with normal due diligence. The assessment will be carried out with the utmost independence and impartiality. ICMQ's obligation, in relation to its verification work, is to provide a service and not to achieve an objective. Therefore, ICMQ can only issue the verification certificate/certification when the documents prepared by the Client comply with the Standard and when there is objective supporting evidence.

ICMQ is in no way responsible and neither does it account for any third party rejection of the validation/certification or for any claim for damages/amounts or compensation for failing to meet expectations relating to the validation/certification.

7.1. Method for conformity assessment

7.1.1. CFP quantification for a single product

ICMQ verifies the conformity of the CFP quantification for a single product by referring to the requirements in ISO 14067.

The verification activity is intended as a timely activity, aimed at assessing the reliability of data relating to the quantification of the CFP over a specific period of time. It is, therefore, not intended to be a multi-year certification. For this reason, verifying CFPs does

not include any multi-year monitoring cycle.

Verifications are carried out on the basis of the CFP Study Report, prepared by the Organisation, and the objective evidence made available by the same Organisation to confirm the quantification carried out.

The verification process includes an initial documentary review and a subsequent risk analysis by ICMQ, which may be followed by an on-site audit and/or a final documentary review.

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

The decision by ICMQ to carry out an on-site verification will be made on the basis of the outcome of the documentary verification and the subsequent risk analysis (see paragraph 11.4).

Specifically, the on-site verification will be done if at least one of the following conditions is met:

- the outcome from the risk analysis shows a higher level of risk than that defined by ICMQ to allow the CFP verification certificate to be granted;

- inaccuracies are found during the initial documentary verification of such a type or magnitude as to require an on-site activity (critical impediments). Specifically, the on-site verification will, in any case, be carried out where gaps or inconsistencies are found with regard to the following aspects:

- the physical consistency between the production site and that described in the CFP study;
- the correct collection, tracking and possible processing of primary data;
- the reliability of the model developed in the CFP study.

ICMQ will check, based on a significant sample and within the deadlines set out in the Standards, that the Client is not only aware of and able to manage all the issues connected with the CFP quantification being validated, but also that the values reported therein are supported by objective evidence such as to ensure their reliability to a “reasonable” level of assurance.

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

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

7.1.2. CFP Systematic Approach

ICMQ verifies the conformity of the Organisation’s CFP Systematic Approach by referring to the requirements given in Annex C of ISO 14067.

Verifying conformity also includes the verification of a sample of CFP quantifications for a single product generated by the Organisation’s Systematic Approach (Pilot Case).

The verification activity is understood as an activity aimed at certifying the Organisation’s CFP Systematic Approach and its continuing compliance over a specific three-year period. For this reason, certification of the CFP Systematic Approach involves periodic monitoring activities.

The checks are carried out on the basis of:

a. the documentation relating to the CFP Systematic Approach made available by the Organisation;
b. the sample CFP Study Report for a single product generated by the Organisation’s CFP Systematic Approach (Pilot case);
c. objective evidence made available by the Organisation to confirm the CFP values.

The verification process for the CFP Systematic Approach involves an initial documentary review, followed by an on-site audit and a final documentary review.

Checking the Pilot case generated by the Organisation’s CFP Systematic Approach is an integral part of verifying the CFP Systematic Approach. These checks are carried out on the basis of the CFP Study Report, prepared by the Organisation, and the objective evidence made available by the same Organisation to confirm the quantification carried out. The verification process includes an initial documentary review and a subsequent risk analysis by ICMQ, which may be followed by an on-site audit and/or a final documentary review. The on-site verification can be done either at the place where the production process is located or where the collection and management of data and information useful to the CFP is done. The decision by ICMQ to carry out an on-site verification in relation to the Pilot Case will be made on the basis of the outcome of the documentary verification and the subsequent risk analysis (see paragraph 12.3). Specifically, the on-site verification will be done if at least one of the following conditions is met:

- the outcome from the risk analysis shows a higher level of risk than that defined by ICMQ;

- inaccuracies are found during the initial documentary verification of such a type or magnitude as to require an on-site activity (critical impediments). Specifically, the on-site verification will, in any case, be carried out where gaps or inconsistencies are found with regard to the following aspects:

- the physical consistency between the production site and that described in the CFP study;
- the correct collection, tracking and possible processing of primary data;
- the reliability of the model developed in the CFP study.

ICMQ will check, based on a significant sample and within the deadlines set out in the Standards, that the Client is not only aware of and able to manage all the issues connected with the CFP quantification, but also that the values reported therein are supported by objective evidence such as to ensure their reliability.

Issuing or maintaining the certification of the CFP Systematic Approach does not constitute a guarantee by ICMQ of the Client Organisation’s compliance with its statutory obligations. The Client is exclusively responsible, both towards itself and third parties, for the due performance of its activities and for the compliance thereof and the compliance of its products/services with the applicable regulations and with its client’s expectations and those of any third party in general, excluding any liability towards, or guarantee by, ICMQ.

Therefore, the lack of non-conformities does not rule out the presence of non-conformities in the Organisation’s activities and/or its products.

7.2. ICMQ Auditor

ICMQ undertakes to assign the assessment only to previously-qualified Auditors, chosen for their certification experience and for their technical expertise in relation to the activities for which the Client has requested the verification of the CFP, as well as on the basis of the requirements set out by ICMQ.

Audit Teams may consist of “single auditors” or “several auditors”; the Audit Team member who is appointed to coordinate and direct audits is the “Coordinating Auditor” and is the person who liaises with the Client who will receive the audit results.

For the assessment, ICMQ may assign the audit to its employees or may outsource it to contractors acting in the name and on behalf of ICMQ and who are suitably qualified to perform the assessment. Auditors may occasionally be accompanied by observer-auditors, appointed by ICMQ or by an Accreditation and/or Qualification Body, who must be allowed to take part in the audit without interfering with it.

ICMQ will give the Client the details of the Auditors appointed to carry out the audit.

Within 5 calendar days, the Client may refuse one or more of the Auditors proposed by ICMQ. Reasons must be given in writing though. If the reasons are valid, ICMQ will propose new Auditors.

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

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

The aforementioned Auditors are contractually required to fulfil all

ICMQ's duties and obligations, including complying with those regulating independence, conflicts of interest and processing personal data.

7.3. Corporate secrets - Confidentiality

All data and news concerning the Client, of which ICMQ might become aware in the performance of the services covered by these General Conditions, are confidential. Access thereto is governed by a specific ICMQ procedure that imposes a confidentiality obligation on Auditors and on the ICMQ personnel engaged in the validation process.

Personnel from the Accreditation Body who, as part of issuing or maintaining ICMQ accreditation, become aware of information concerning the certified Client or the Client being certified, whether from ICMQ or directly from the Client's facilities, are equally bound by professional secrecy.

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

7.4. Issuing and maintaining the validation certificate for the CFP verification

ICMQ can issue the CFP verification certificate for the CFP quantification for a single product only if the CFP Study Report prepared by the Client complies with ISO 14067 and with any CFP-PCRs and/or PCRs (if any) and the objective evidence provided confirms the values contained in the same CFP quantification.

ICMQ can issue CFP Systematic Approach certification only if the procedures defined by the Organisation comply with the requirements of ISO 14067, Annex C and the CFP quantifications produced by the Organisation's CFP Systematic Approach (Pilot case) and verified by sampling by ICMQ, comply with ISO 14067, any CFP-PCRs and/or PCRs (if any) and the objective evidence provided by the Organisation confirms the values contained in the same CFP quantification.

Maintaining the certificate during its period of validity is subject to the positive outcome of the periodic monitoring audits conducted by ICMQ as indicated in paragraph 7.1.2.

7.5. Limits to Liability

ICMQ is expressly exempted from liability:

a) For its assessment when verifying the CFP quantification for a single product and/or when verifying the certification of the CFP Systematic Approach prepared by the Client, where the latter does not provide certain information (including documents) and/or provides incomplete information and/or where the information provided does not match the actual situation;

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

8. The Client's obligations

8.1. Delivery of contractual documents

The Client has the obligation of submitting every document provided for in the contract concerning the verification subject to the ICMQ service, as indicated in the paragraph 2.1, above, to ICMQ at least 15 days before the date of the initial audit, except as otherwise agreed by the parties. Non-delivery or partial delivery of these documents will prevent ICMQ from starting the verification procedure.

8.2. Obligation to cooperate and safety at work during the audit

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

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

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

c) during the audit, the VB must view the project developed with any software (e.g. Simapro or Gabi) used to calculate the CFP, in order to assess the correctness of the choices made in calculating the CFP. A CFP audit cannot be successfully concluded without having been able to verify, under the guidance of the personnel responsible for the project, that which has been done with software;

d) it will ensure the presence of necessary staff;

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

The obligations cited above also apply:

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

8.3. Obligation to maintain compliance.

The Client undertakes to comply with, and to remain compliant with, all the mandatory international, domestic and local requirements (laws, regulations, etc.), which apply to its products and services relative to the verification of the CFP quantification for a single product, to the sites where they are produced or which are applicable to the Organisation subject to CFP Systematic Approach certification.

The Client commits to maintaining its certified CFP Systematic Approach compliant with the requirements set out in the Standard for the certificate's entire period of validity. The certified Client must identify the Corrective Actions required to avoid any breach of the Standards promptly.

8.4. Changes to products, services, processes subject to verification and validation. Client-related changes. Prejudicial events

A) Changes in products, services or processes

The Client who has obtained a CFP Systematic Approach certification has the obligation to notify ICMQ:

a) of any changes in the application scope of the certified CFP Systematic Approach (product/service types, production units, CFP-PCR of reference) for the development of CFP Communications;

b) of any substantial changes to the certified CFP Systematic Approach, e.g. database or allocation procedures for the development of CFP Communications;

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

In any case the Organisation cannot change the verified CFP quantification and/or the CFP Systematic Approach without communicating this in writing to ICMQ.

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

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

a) Relevant changes: purely by way of example and not limited to: business interruption, suspension of activity for a period of more than three months, transfer of one or more production units, transfer of all the activity to another legal entity, transfer or lease of the business unit covered by the certification, participation in a merger and/or incorporation, change in Tax

Code/Company Register number, significant change in the number of employees, significant change in the organisational structure and management team (change of managers with key roles, personnel with decision-making powers or technical personnel). In all these cases, ICMQ will have the right to request a new documentary review and/or a new audit and/or a new Validation Request, with the Client, who undertakes to accept this decision, bearing the costs;

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

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

8.5. Obligation to pay

The Client undertakes to pay the amounts due (rates, fees and any other expense) for the services provided by ICMQ, even if the verification certificate/certification is not issued for non-fulfilment of the conditions of compliance, as verified and objectively documented. In fact, ICMQ fully performs its services whether or not it eventually issues the verification certificate/certification, and cannot have its payment depend on a fact that is independent thereof.

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

The Client is required to pay the fee to maintain the verification certificate/certification, by and no later than 31 January every year.

In the case of a late payment, the Client will pay ICMQ default interest in accordance with Italian Legislative Decree 231/2002 and any attorneys' fees for debt collection.

The Client will pay ICMQ the fees for examining/accepting the validation request/certification, for issuing the verification certificate/certification and for maintaining the same in accordance with that indicated in the Rates Table and under the terms of payment specified therein, except as otherwise agreed in writing between the parties.

The aforementioned fees include the costs for ICMQ to manage the CFP verification certificate/CFP Systematic Approach certification, but do not include the fees (and the reimbursement of out-of-pocket expenses) corresponding to the audits that will be charged in accordance with the estimate which was accepted by the Client and, in the case of items not included in the estimate, in accordance with the Rates Table in effect at the time of the audit.

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

8.6. Interrupting the audit

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

8.7. Obligation to manage complaints

The Client must:

a) keep a record of all complaints of which it has become aware relating to the CFP for a single product, whether or not generated by a CFP Systematic Approach;

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

c) document and record the actions taken;

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

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

9. CFP verification certificate/CFP Systematic Approach certification validation

The CFP verification certificate relating to a CFP quantification for a single product certifies that the CFP Study Report has been carried out in accordance with the requirements of the Standard of reference, and that there is sufficient objective evidence, which has been verified, to ensure the credibility and reliability of the quantification in accordance with the defined level of assurance.

The CFP Systematic Approach certificate certifies that the Organisation's CFP Systematic Approach is defined and implemented in compliance with the requirements of the Standard of reference, and in particular with Annex C thereof.

Issuing a CFP verification ~~validation~~ certificate/CFP Systematic Approach certificate, does not require ICMQ to verify the compliance of the product and/or of the Organisation with a technical specification; this compliance assessment remains the Client's exclusive responsibility.

10. Instructions regarding the validation/certification request

Any organisation that operates with supplies of goods and services may request CFP quantification for a single product and/or CFP Systematic Approach certification.

Before starting the verification activities, ICMQ issues a quote based on the information provided by the Client.

The Client must submit a validation/certification request to ICMQ, with which the Client accepts the quote and the documents related to or referred by it.

ICMQ may ask for further information and/or documents to complete the request.

ICMQ then starts the verification process and notifies the Client of the details of the auditors making up the assessment team.

11. Procedure for verifying and issuing a CFP verification/validation certificate

11.1. Procedure for verifying the CFP quantification for a single product and issuing a CFP verification certificate

The verification process includes the following main phases:

a) confirming that the verification ~~validation~~ process has started and that the auditors have been appointed;
b) initial documentary verification;
c) risk analysis;
d) planning the verification activities;
e) on-site verification;
f) managing any non-conformities (final documentary check);
g) reviewing the verification activity and assessing the results; possible additional audits;
h) granting, or not, the CFP verification certificate;
i) registering the CFP verification certificate;
k) supplementary and/or extraordinary audits, if any.

The verification activities must at least allow sufficient data and information to be obtained in order to assess compliance of the CFP quantification with the Standard of reference, the quantification being returned with the CFP Study Report drawn up by the Organisation, and to verify (on a sample basis) the consistency of the data on which it is based.

Specifically, ICMQ checks the closing of mass balances for the unit operations involved in the system, ensuring that the aggregate consumption of natural resources meets these requirements; the congruence of emissions with the declared needs of major fuels; the structuring of the model (congruence and demonstrability of the main mass/energy flows for the entire

system considered); the congruence of the calculation method, of the quality of the data used and of the results obtained with the aims and objectives specified for the analysed CFP quantification. The verification elements are collected on the basis of the specific Checklists and Application Guides, where applicable.

11.2. Verifying the completeness of the CFP verification/validation request, confirming the start of the validation/verification process and appointing auditors

ICMQ, after verifying the completeness of the CFP verification/validation request, including these General Conditions, the related attachments and the payment of the amount due by virtue of the CFP verification/validation request, will confirm with the Client that the verification process has started and that the auditors have been appointed to perform the verifications.

11.3. Initial documentary verification

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

This consists of assessing the CFP Study Report (LCA analysis) ~~and~~ in terms of the completeness, correctness, and compliance with the requirements of the Standard of reference and the CFP-PCR and/or PCR, where present.

This review shall take into account at least the following from the CFP Study Report:

- the adequacy of the functional unit and/or the declared unit considered and the related reference flows;
- the GHG emissions related to the main phases of the product life cycle and their effective distribution (e.g. fossil, biogenic, etc.);
- the physical, temporal and geographic system boundaries;
- the cut-off criteria and their correct application;
- the approach and the methods for allocation;
- the relative weight of the individual phases of the life cycle and the adequacy of the level of detail of the study adopted for the most relevant phases;
- the data quality assessments (by, among other things, checking that the LCA study gives the criterion by which the data was characterised as "specific" or "generic");
- the results of the CFP study's sensitivity and uncertainty analyses;
- the assumptions adopted for the use and end-of-life phases, where applicable.

If the Coordinating Auditor considers that the CFP study does not contain sufficient information to carry out the required verifications exhaustively, he or she shall ask the Organisation for the necessary additional information. Failure by the Organisation to provide the required additional information represents an impediment to continuing the verification process.

The Coordinating Auditor will indicate any non-conformities (NC) which will all be of a higher level as they are an impediment to granting the CFP verification certificate.

In addition, the Coordinating Auditor will indicate the major "critical" non-conformities, which must be resolved by the Organisation in advance of any further verification activities by ICMQ in order to allow remaining verification activities to continue. Non critical non-conformities may, instead, be resolved before the verification process is completed.
The Organisation is notified of the outcome of this verification by the ICMQ Coordinating Auditor using a specific form. This outcome, expressed by the Coordinating Auditor, may be subject to change by ICMQ following the review of the Audit Team's verification activity, conducted by ICMQ itself.
The outcome of the verification activity may contain non-conformities of a higher (critical or otherwise) or a lower level, according to the definitions given in paragraph 1. It may also contain recommendations, in relation to which the Organisation may, at its own discretion, choose whether or not to implement them, and consequently propose corrective actions.
The Organisation must submit to ICMQ, within 10 days from the conclusion of the verification activities , the proposals to correct any highlighted non-conformities, regardless of their level, and to submit within 1 month from the on-site verification (unless otherwise agreed with ICMQ) evidence (CFP Study Report, and/or further documentation required) useful in assessing their resolution. It should be noted that submitting documentary evidence is mandatory for assessing the major non-conformities, while it is not strictly required for minor non-conformities, although it is strongly recommended. In this case, the Audit Team shall verify whether the non-conformities have been resolved at the next on-site or monitoring audit.
ICMQ and its Audit Team will verify the adequacy of the proposed corrections and the resolutions to the non-conformities found.

This operation is generally carried out by ICMQ before the next verification phase, unless other resolution times have been agreed between ICMQ and the Organisation. Each non-conformity that emerges at this stage must necessarily be managed by the Organisation in order to resolve it, so that ICMQ can proceed with granting the CFP verification certificate.

11.4. Risk analysis

The ICMQ Coordinating Auditor will conduct a risk analysis, taking into account the sources and magnitude of any errors, omissions or misrepresentations in order to define the priorities of the areas and the extent of the verification of the CFP data and information, and to provide input to developing the verification and sampling plan. The risk analysis must be based on the initial documentary verification and any other information useful in understanding the nature and complexity of the life cycle and the characteristics of the main processes under study.

The risk analysis will consider the following:

- the available documentation's level of detail;
- the nature of the allocation methods;
- the degree of complexity in and the extent of the system boundaries;
- the representativeness of the use and end-of-life scenarios (where applicable);
- the characteristics of the CFP Study Report (types of impacts, number of impact sets, similarities in product LCA modelling);

On the basis of the results of the risk analysis, ICMQ will establish how to continue the verification process and, in particular, whether to carry out an on-site verification.

11.5. Planning the verification activities

The ICMQ Coordinating Auditor will define a Verification Plan (audit plan) and a Sampling Plan based on the results of the initial documentary verification and the risk analysis, taking particular account of the sources and magnitude of any errors, omissions or misrepresentations.

The Verification Plan is intended to guide the Audit Team's subsequent verification activities and is communicated to the Organisation in advance.

The Sampling Plan is a document for ICMQ's internal use that will not be communicated to the Organisation and is drawn up to define the type and extent of the evidence to be sampled by the Audit Team in the next phase of the verification process.

11.6. On-site verification activities

Based on the initial documentary verification and the subsequent risk analysis, ICMQ decides whether the process of verifying the CFP quantification for a single product involves just a final documentary verification or also an on-site verification.

The on-site verification is useful for assessing:

- the physical consistency between the production site and that described in the CFP study;
- the correct collection of primary data, tracing this data from its raw source, through all possible subsequent processing;
- the reliability of the model developed in the CFP study.

Every assessment on how field audits are carried out (whether to carry them out and where to carry them out, including in the case of multiple production sites) will be taken by ICMQ in consideration of the three previous points.

Specifically, the on-site verification will be carried out where:

- the risk analysis shows that a certain level of risk defined by ICMQ has been exceeded;

- inaccuracies are found during the initial documentary verification of such a type or magnitude as to require an on-site activity (critical impediments);
- there have been significant changes in the CFP compared to previous verifications, apparently not justifiable;
- there have been significant changes in how data is managed at a specific site;
- the system boundaries have changed.

A site is considered to be both the place where the production process or service is located and where collecting and managing data and information useful for CFP quantification is done.

On-site audits shall be done with at least 5 days' notice. If the Organisation denies access to the Inspectors, giving no reasons therefor, the validation is suspended and communicated to the Competent Body.

The Organisation must ensure that:
- ICMQ auditors are given access to all the areas;
- all relevant documents and records are available to the Auditors;
- the Auditors are assisted during their audit, also with any logistical support.

The operational stage of the on-site audit:
- is preceded by an initial meeting in which the coordinating auditor presents the audit team, explains the audit method and provides any explanations and clarifications;
- this is followed by a final meeting in which the coordinating auditor presents the results of the audit and his/her conclusions. All the comments recorded by the audit group, either as recommendations or notices of non-conformity, are reviewed together with the organisation manager who acknowledges the minutes by signing them and who is allowed, in any case, to express his/her reservations on such comments.

Both meetings must be attended by the Organisation's executive representatives and by those responsible for the CFP quantification, or people delegated by them.

The Organisation is notified of the outcome of this verification by the ICMQ Coordinating Auditor using a specific form. This outcome, expressed by the Coordinating Auditor, may be subject to change by ICMQ following the review of the verification activity, conducted by ICMQ itself.
The outcome of the verification activity may contain non-conformities of a higher or a lower level, according to the definitions given in paragraph 1. It may also contain recommendations, in relation to which the Organisation may, at its own discretion, choose whether or not to implement them, and consequently propose corrective actions.
The Organisation must submit to ICMQ, within 10 days from the conclusion of the verification activities , the proposals to correct any highlighted non-conformities, regardless of their level, and to submit within 1 month from the on-site verification (unless otherwise agreed with ICMQ) evidence (CFP Study Report, and/or further documentation required) useful in assessing their resolution. It should be noted that submitting documentary evidence is mandatory for assessing the major non-conformities, while it is not strictly required for minor non-conformities, although it is strongly recommended. In this case, the Audit Team shall verify whether the non-conformities have been resolved at the next monitoring audit. ICMQ and its Audit Team will verify the adequacy of the proposed corrections and the resolutions to the non-conformities found.

11.7. Final documentary verification activities

Final documentary verification is carried out by the Audit Team:
- in the event that the previous initial documentary verification does not reveal any critical impediments and/or the risk analysis carried out does not determine that a certain level of risk defined by ICMQ has not been exceeded;
- if an on-site verification is carried out which reveals non-conformities.

This activity consists of the Audit Team verifying the documents (the CFP Study Report and any other additional documents identified by the Audit Team) reviewed and submitted by the Organisation in order to resolve the non-conformities that emerged in the previously conducted verification activity (initial documentary verification and/or on-site verification) and which are not yet resolved.
The CFP verification certificate for a product cannot be issued until all the non-conformities that emerged have been correctly managed by the Organisation and the major non-conformities have been resolved.

Following this verification phase, and/or following ICMQ's review of the Audit Team's verification activity, should any unresolved non-conformities and/or any not managed by the Organisation remain, ICMQ reserves the right to ask the Organisation to carry out additional verification activities, otherwise the result from the verification activities will be negative and the CFP verification certificate will not be granted.

12. Verification procedure for CFP Systematic Approach certification

The verification process includes the following main phases:

a) confirming that the verification process has started and that the auditors have been appointed;
b) initial documentary verification;
c) risk analysis;
d) planning the verification activities;
e) on-site verification;
f) managing any non-conformities (final documentary check);
g) reviewing the verification activity and assessing the results;
h) supplementary audits, if any;
i) possibly granting the CFP Systematic Approach certification;
j) registering the CFP Systematic Approach certificate;
k) maintaining the CFP Systematic Approach certificate;
l) renewing the CFP Systematic Approach certificate;
l) supplementary and/or extraordinary audits, if any.

The verification activities of a CFP Systematic Approach must make it possible to establish compliance with the requirements of ISO 14067, Annex C, as well as its correct and effective implementation, including through sample verification of the correctness of the CFP Communications for a single product produced by the CFP Systematic Approach.

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

12.1. Verifying the completeness of the certification request, confirming the start of the process and appointing auditors

ICMQ, after verifying the completeness of the request (certification request), including these General Conditions, the related attachments and the payment of the amount due by virtue of the validation request, will confirm with the Client that the verification process has started and that the auditors have been appointed.

12.2. Initial documentary verification

The Audit Team's Coordinating Auditor and/or the other members of the Audit Team appointed by him or her, carry out the initial documentary verification. This consists of:
- evaluating the documentation that defines the Organisation's CFP Systematic Approach in terms of completeness, correctness and compliance with the requirements of the Standard of reference.
- carrying out the initial documentary verifications envisaged when verifying the first CFP quantification for a single product (Pilot Case) generated by the Organisation's CFP Systematic Approach, which will be done as indicated in paragraph 11.3, above.

If the Coordinating Auditor considers that the documentation supplied by the Organisation does not contain sufficient information to carry out the required verifications exhaustively, he or she shall ask the Organisation for the necessary additional information. Failure by the Organisation to provide the required additional information represents an impediment to continuing the

verification process.

Following an examination of the documentation, the Coordinating Auditor will indicate any non-conformities (NC), distinguishing between those of a higher level and those of a lower level, as defined in paragraph 1.

In addition, the Coordinating Auditor will indicate the major "critical" non-conformities, which must be resolved by the Organisation in advance of any further verification activities by ICMQ in order to allow remaining verification activities to be continued. Non critical non-conformities may, instead, be resolved before the verification process is completed.

The Organisation is notified of the outcome of this verification by the ICMQ Coordinating Auditor using a specific form. This outcome, expressed by the Coordinating Auditor, may be subject to change by ICMQ following the review of the Audit Team's verification activity, conducted by ICMQ itself.
The outcome of the verification activity may contain non-conformities of a higher (critical or otherwise) or a lower level, according to the definitions given in paragraph 1. It may also contain recommendations, in relation to which the Organisation may, at its own discretion, choose whether or not to implement them, and consequently propose corrective actions.
The Organisation must submit to ICMQ, within 10 days from the conclusion of the verification activities , the proposals to correct any highlighted non-conformities, regardless of their level, and to submit within 1 month from the on-site verification (unless otherwise agreed with ICMQ) evidence (CFP Study Report, documentation about the CFP Systematic Approach and/or further documentation required) useful in assessing their resolution. It should be noted that submitting documentary evidence is mandatory for assessing the major non-conformities, while it is not strictly required for minor non-conformities, although it is strongly recommended. In this case, the Audit Team shall verify whether the non-conformities have been resolved at the next on-site or monitoring audit.

ICMQ and its Audit Team will verify the adequacy of the proposed corrections and the resolutions to the non-conformities found. Without prejudice to that given in paragraph 1 for the most critical non-conformities, this operation is generally carried out by ICMQ before the next on-site verification phase, unless other resolution times have been agreed between ICMQ and the Organisation.

12.3. Risk analysis

The ICMQ Coordinating Auditor will conduct a risk analysis, in relation verifying the CFP quantification for a single product (Pilot Case) generated by the Organisation's CFP Systematic Approach, in accordance with the same methods indicated in the above paragraph 11.4.

12.4. Planning the verification activities

The ICMQ Coordinating Auditor will define a Verification Plan (audit plan) and a Sampling Plan to verify the product CFP quantification (Pilot Case) produced by the CFP Systematic Approach, based on the results of the initial documentary verification, taking particular account of the sources and magnitude of any errors, omissions or misrepresentations. Specifically, the following will be considered:

- The available documentation's completeness and level of detail in relation to the CFP Systematic Approach and the Pilot case;
- the adequacy (in terms of type and completeness) of the data considered by the Organisation's CFP Systematic Approach when generating CFPs for single products, given the degree of complexity in and the extent of the system boundaries considered and the representativeness of the use and end-of-life scenarios (where applicable) of the products considered by the CFP Systematic Approach;
- the nature of the allocation methods applied to the products considered by the Organisation's CFP Systematic Approach when generating CFPs for single products;

The Verification Plan is intended to guide the Audit Team's subsequent verification activities and is communicated to the Organisation in advance.

The Sampling Plan is a document for ICMQ's internal use that will not be communicated to the Organisation and is drawn up to define the type and extent of the evidence to be sampled by the Audit Team in the next phase of the on-site verification relating to the Pilot Case of the CFP Systematic Approach.

12.5. On-site verification activities

The on-site verification is useful for assessing:

- the correct implementation of the procedures and documentation defining the Organisation's CFP Systematic Approach;
- the physical consistency between the production site and that described in the CFP study of the Pilot Case;
- the correct collection of primary data, tracing this data from its raw source, through all possible subsequent processing;
- the reliability of the model developed in the CFP study of the Pilot Case. Specifically, based on the initial documentary verification and the subsequent risk analysis, ICMQ decides whether the process of verifying the CFP Study of the Pilot Case only includes a final documentary verification or also an on-site verification.

Every assessment on how on-site audits are carried out (where to carry them out, including in the case of multiple production sites) will be taken by ICMQ in consideration of the three previous points.

Specifically, the on-site verification will be carried out where:

- the risk analysis shows that a certain level of risk defined by ICMQ has been exceeded;
- inaccuracies are found during the initial documentary verification of such a type or magnitude as to require an on-site activity (critical impediments);
- there have been significant changes in the CFP compared to previous verifications, apparently not justifiable;
- there have been significant changes in how data is managed at a specific site;
- the system boundaries have changed.

A site is considered to be both the place where the production process or service is located and where collecting and managing data and information useful for CFP quantification is done.

On-site audits shall be done with at least 5 days' notice. If the Organisation denies access to the Auditors, without valid reason, the certification activity will be suspended or, in the monitoring phase, certification will be suspended and the suspension will be communicated to the Competent Body

The Organisation must ensure that:

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

The operational stage of the on-site audit:

- is preceded by an initial meeting in which the coordinating auditor presents the audit team, explains the audit method and provides any explanations and clarifications;
- this is followed by a final meeting in which the coordinating auditor presents the results of the audit and his/her conclusions. All the comments recorded by the audit group, either as recommendations or notices of non-conformity, are reviewed together with the organisation manager who acknowledges the minutes by signing them and who is allowed, in any case, to express his/her reservations on such comments.

Both meetings must be attended by the Organisation's executive representatives and by those responsible for the CFP quantification, or people delegated by them.

The Organisation is notified of the outcome of this verification by the ICMQ Coordinating Auditor using a specific form. This outcome, expressed by the Coordinating Auditor, may be subject to change by ICMQ following the review of the verification activity,

conducted by ICMQ itself.
The outcome of the verification activity may contain non-conformities of a higher or a lower level, according to the definitions given in paragraph 1. It may also contain recommendations, in relation to which the Organisation may, at its own discretion, choose whether or not to implement them, and consequently propose corrective actions.
The Organisation must submit to ICMQ, within 10 days from the conclusion of the verification activities, the proposals to correct any highlighted non-conformities, regardless of their level, and to submit within 1 month from the on-site verification (unless otherwise agreed with ICMQ) evidence (CFP Study Report, documentation about the CFP Systematic Approach and/or further documentation required) useful in assessing their resolution. It should be noted that submitting documentary evidence is mandatory for assessing the major non-conformities, while it is not strictly required for minor non-conformities, although it is strongly recommended. In this case, the Audit Team shall verify whether the non-conformities have been resolved at the next monitoring audit. ICMQ and its Audit Team will verify the adequacy of the proposed corrections and the resolutions to the non-conformities found.

12.6. Final documentary verification activities

This activity consists of the Audit Team verifying the documents (documents on the CFP Systematic Approach, the CFP Study Report of the Pilot Case and any other additional documents identified by the Audit Team) reviewed and submitted by the Organisation in order to resolve the non-conformities that emerged in the previously conducted verification activity (initial documentary verification and/or on-site verification) and which are not yet resolved.
CFP Systematic Approach certification cannot be issued until all the non-conformities that emerged have been correctly managed by the Organisation and the major non-conformities have been resolved.
Following this verification phase, and/or following ICMQ's review of the Audit Team's verification activity, should any unresolved non-conformities and/or any not managed by the Organisation remain, ICMQ reserves the right to ask the Organisation to carry out additional verification activities, otherwise the result from the verification activities will be negative and the CFP Systematic Approach certificate will not be granted.

12.7. Assessing the verification results and issuing the CFP verification certificate/CFP Systematic Approach certification

A) ICMQ examination. ICMQ examines its Audit Team's verification report and decides whether to confirm the outcome of the verification activity to the Organisation. ICMQ may decide to carry out a supplementary audit, consisting of a documentary audit or a supplementary on-site visit, before submitting the case to the Certification Committee.

The case cannot be presented to grant a validation until evidence has been given, at a documentary level or through a supplementary audit, of the effectiveness of the corrections and corrective actions for each major non-conformity.

If the major NCs are not resolved and the reasons given by the Organisation are not considered satisfactory, the case for verifying the CFP quantification or the CFP Systematic Approach is not brought to the attention of the Certification Committee and, therefore, the corresponding CFP verification certificate/CFP Systematic Approach certificate is not issued.

B) Certification Committee examination. The Certification Committee examines the case and gives its opinion on whether to issue the CFP verification certificate/CFP Systematic Approach certification.

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

Whether to issue the CFP verification certificate/CFP Systematic Approach certification or not is decided by the Certification Committee and the Client is notified.

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

a) if positive, a CFP verification certificate/CFP Systematic Approach certification is issued. Once issued, ICMQ enters the Client in a specific Registry. This Registry is published and/or publicised as established by ICMQ. In addition, information on the verification/validation certificate can be sent, where required, to those entitled to receive it.

b) if negative, the CFP verification certificate/CFP Systematic Approach certification is not issued and the Client is given details as to how the verification process can proceed (for instance, with a supplementary visit).

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

12.8. Periodic checks to maintain CFP Systematic Approach certification

The purpose of the maintenance phase is to verify continued compliance of the Organisation's CFP Systematic Approach with the Standard of reference.

ICMQ will carry out an audit at least annually (this meaning a 12-month period) in order:

- to assess any changes introduced into the Organisation's CFP Systematic Approach and the updates to the procedures and/or the documents describing it;
- to assess the correct implementation of the support procedures and the correct development of the individual CFPs done within the CFP Systematic Approach in the period since the previous monitoring/verification activity. The latter activity will be done on the basis of sampling individual CFPs done by the Organisation.

ICMQ activities will be carried out in the same way as issuing CFP Systematic Approach Certification (see paragraphs 12.1-12.6), the only difference being that the checks on the first CFP quantification (Pilot Case) produced by the CFP Systematic Approach are replaced by checks on the CFPs for single products, selected on a sample basis by ICMQ, from those carried out within the CFP Systematic Approach in the period since the previous monitoring/verification activity.

12.9. Renewing the validation of the CFP Systematic Approach certification

At the end of the CFP Systematic Approach certificate's three-year validity period, ICMQ will carry out a renewal verification, done in the same way as issuing CFP Systematic Approach certification (see paragraphs 12.1-12.6), the only difference being that the checks on the first CFP quantification (Pilot Case) produced by the CFP Systematic Approach are replaced by checks on the CFPs for single products, selected on a sample basis by ICMQ, from those carried out within the CFP Systematic Approach in the period since the previous monitoring verification activity.

12.10. Monitoring and renewal audits, supplementary and/or extraordinary audits

Based on the results of the monitoring audits and of any supplementary audits (recommendations and formalised non-conformities, the treatment of non-conformities, corrective actions and the resolution time of organisations, the auditors' opinions, any integrations by the organisations), ICMQ decides whether to certify the updates to the CFP Systematic Approach or to refer the decision to the Certification Committee.
On-site audits are conducted in accordance with that given in the articles above.
In the case of relevant non-conformities, ICMQ can require supplementary verifications or verifications that take place more than once a year. These verifications will be charged to the Client in accordance with the Rates Table in effect at the time of the verifications.
Furthermore, if ICMQ receives reports about complaints or Non-Conformities or if there are any reasons to question the effectiveness of the CFP, the Systematic Approach or the CFP quantification for a single product, ICMQ will have the right to perform an extraordinary audit to check continued conformity with the Standard of reference initially verified. These reports can also be made by Accreditation and/or Qualification Bodies and, in this case, personnel from these Bodies may accompany ICMQ auditors. Extraordinary visits can take place without prior notice.

Should the Client not allow ICMQ to carry out these activities, the validity of the ICMQ CFP Systematic Approach certificate and/or the ICMQ CFP verification certificate will be suspended immediately. The costs for these visits are always charged to the Client, except where the extraordinary audits do not reveal any Non-Conformities.

12.11. Definition of Audit Time

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

- the subject of the audit (CFP for a single product, CFP Systematic Approach);
- the type of verification (assessment, monitoring, renewal);
- the company size and type of processes/products/services subject to verification.
- Sample of CFPs for single products ~~produced~~ done by the CFP Systematic Approach

The above-mentioned visit days for issuing or maintaining the CFP Systematic Approach will, in any case, be reviewed annually on the basis of the information requested by ICMQ and provided by the Organisation.

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

12.12. Changes and Extensions to the CFP Systematic Approach certification validation

The Client who wishes to extend the CFP Systematic Approach certification to other plants or to other categories of products, must submit a specific Validation Request to ICMQ in accordance with the procedure specified in article 12.

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

13. Validity of the CFP verification certificate/CFP Systematic Approach certification validation

Without prejudice to paragraph 9, the validity of the CFP verification certificate and/or the CFP Systematic Approach certificate ceases when ICMQ determines a lack of conformity verified during the issue phase. Specifically, the CFP Systematic Approach certificate's three-year validity period is subject to positive results from periodic audits (see paragraph 12.7)

In such cases, ICMQ may initiate a suspension or revocation of the CFP verification certificate/CFP Systematic Approach certification (see paragraphs 16 – 17);

14. Use of the CFP verification certificate/CFP Systematic Approach certification validation and ICMQ trademarks

The Client is granted a licence to use the ICMQ trademark, with the right to use it in technical and advertising documentation but within the limits set out in the specific DOC 05 Regulation for using a trademark.

In the event of an improper use of the CFP verification certificate/CFP Systematic Approach certificate or the aforementioned trademark, ICMQ will ask the Client to stop this practice immediately and will have the right to suspend or revoke the CFP verification certificate/CFP Systematic Approach certificate on the basis of the seriousness of the behaviour.

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

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

15. Disclosing the validation of the CFP verification certificate/CFP Systematic Approach certificate to the public.

The Client authorises ICMQ to update, publish and/or to publicise the list of company clients holding a CFP verification certificate/CFP Systematic Approach certificate and to keep this list updated (including on the site www.icmq.org) so that anyone may verify the existence of the CFP verification certificate/CFP Systematic Approach certificate, as well as the relative status (valid, suspended, revoked, waived). ICMQ will also communicate this information to the Accreditation Body (Accredia), other entities, and any other party who may request it, as well as mentioning it in the ICMQ Newsletter and on the ICMQ website.

16. Suspending the CFP verification certificate/CFP Systematic Approach certificate

ICMQ will have the right to suspend the CFP verification certificate/CFP Systematic Approach certificate in all cases of serious non-compliance with the requirements of the Standard of reference.

For the CFP Systematic Approach certification, this may also occur as a result of the verifications carried out during monitoring visits.

More generally, ICMQ may suspend, for a specific period of time, the validity of the ICMQ CFP verification certificate/CFP Systematic Approach certificate in the following illustrative cases:

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

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

c) the Client's corrective actions are ineffective, since they cannot ensure the correct management of the non-conformities uncovered in the verification activities;

d) the Client fails to adjust the CFP Systematic Approach certificate, within the set deadline, following changes to the Standard;

e) if the Client makes a change to a product and/or to the CFP Systematic Approach and/or to the CFP quantification without reporting these changes to ICMQ;

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

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

h) there are irregularities in the Client's use of the CFP verification certificate/CFP Systematic Approach certificate and/or the trademarks held by ICMQ and accreditation bodies;

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

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

ICMQ will inform the Client of the suspension of the ICMQ CFP verification certificate/CFP Systematic Approach certificate by registered letter with return receipt or by certified email, specifying the duration of the suspension and the conditions under which the suspension may be revoked. During the suspension period, the Client may not make use of the CFP verification certificate/CFP Systematic Approach certificate which has been suspended. In the event that this obligation is breached, the CFP verification certificate/CFP Systematic Approach certificate will be revoked. Specifically, the Client must inform its (potential and current) customers and suppliers of the suspension where the CFP verification certificate/CFP Systematic Approach certificate was a decisive factor in the acquisition or maintenance of a contract/supply.

The Client may request the suspension of the CFP verification certificate/CFP Systematic Approach certificate if the Client plans to suspend production of its products/services that fall within the scope of the CFP verification certificate/CFP Systematic

Approach certificate for any reason, and for a significant period of time (more than three months), or where the Client relocates its production unit(s). In this case, ICMQ has the right to grant a suspension of the CFP verification certificate/CFP Systematic Approach certificate for the period of time agreed with the Client which cannot, in any case, exceed 1 (one) year.

ICMQ will have the right to publicise the suspension of the CFP verification certificate/CFP Systematic Approach certificate with any means.

If the reasons for the suspension of the CFP verification certificate/CFP Systematic Approach certificate are no longer valid, ICMQ will notify the Client that the certificate has been re-activated.

The CFP verification certificate/CFP Systematic Approach certificate will be suspended by ICMQ from the day on which the Client receives notice of the suspension. During the suspension period, the Client is still required to pay the annual Maintenance fee set out in the Rates Table.

At the end of the suspension period, ICMQ has the right to carry out a supplementary audit, with the Client bearing the costs, to verify that the conditions to re-activate the CFP verification certificate/CFP Systematic Approach certificate are met. If the result of this verification is positive, the CFP verification certificate/CFP Systematic Approach certificate is re-activated. Otherwise, ICMQ may order its revocation. In either case, ICMQ will notify the Client in writing of the outcome of the verification.

17. Revoking and waiving the CFP verification certificate/CFP Systematic Approach certificate

17.1. Revocation

ICMQ will order the CFP verification certificate/CFP Systematic Approach certificate to be revoked in the most serious cases of a breach of these General Contract Conditions and/or the Standard of reference. Specifically, ICMQ will revoke the CFP verification certificate/CFP Systematic Approach certificate in the following illustrative cases:

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

b) persistence of the reasons which led to the suspension of the CFP verification certificate/CFP Systematic Approach certificate, without the Client having taken the corrective actions within the pre-established deadline;

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

d) voluntary suspension of the activity covered by the ICMQ verification for a period greater than 6 months or transfer of the production unit covered by the CFP verification certificate/CFP Systematic Approach certificate, without having promptly informed ICMQ;

e) definitive interruption or transfer of the activities related to the products covered by the CFP verification certificate/CFP Systematic Approach certificate;

f) if a deed of protest has been issued against the Client or if the Client is placed under liquidation or is subject to executive procedures;

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

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

i) there are irregularities in the Client's use of the CFP verification certificate/CFP Systematic Approach certificate and/or the trademarks held by ICMQ.

j) the Client fails to fulfil the economic conditions (article 7.5 of these General Contract Conditions) for more than 30 (thirty) days, running from the formal notice to comply sent by ICMQ to the Client itself.

ICMQ will notify the Client of the CFP verification certificate/CFP Systematic Approach certificate being revoked by registered letter with return receipt.

After receiving the revocation notice, the Client is required:

a) to return the original CFP verification certificate/CFP Systematic Approach certificate to ICMQ within 7 (seven) days from receiving such a notice, by registered letter, specifying the fulfilment of the obligations set out in letters b), c) and d) below;

b) to immediately refrain from using copies and/or reproductions of the revoked CFP verification certificate/CFP Systematic Approach certificate;

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

d) to immediately inform its customers and suppliers of this situation with the same method used to communicate the CFP verification certificate/CFP Systematic Approach certificate being issued.

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

In the event that the Client fails to fulfil the specific obligations referred to above, the Client will pay a penalty in favour of ICMQ of 500.00 euro (five hundred) for each breach and 100.00 euro (one hundred) for each day of delay in complying with these obligations.

Following such a revocation, ICMQ will:

a) cancel the CFP verification certificate/CFP Systematic Approach certificate;

b) remove the Client from the "Registry of Certified Companies" holding a CFP verification certificate/CFP Systematic Approach certificate and publicise this revocation with any means;

c) refuse to consider a new request from the Client for a CFP verification certificate/CFP Systematic Approach certificate until the Client has actually resolved the causes that led to this revocation.

ICMQ will have the right to publicise the revocation of the CFP verification certificate/CFP Systematic Approach certificate with any means.

The revocation of the CFP verification certificate/CFP Systematic Approach certificate will not entitle the Client to claim a reimbursement of any price and/or fee paid for any reason, which will be withheld by way of a penalty, and/or will not annul its obligation to pay any amounts accrued in the meantime.

In any event, the Client is required to pay the maintenance fees for the entire calendar year in progress at the time the CFP verification certificate/CFP Systematic Approach certificate is revoked.

17.2. Waiving the CFP verification certificate/CFP Systematic Approach certificate

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

a) where it does not intend to maintain the CFP verification certificate/CFP Systematic Approach certificate, forwarding a formal cancellation notice to ICMQ at least six months in advance;

b) in the event that the activities relating to the products or the production units for which the CFP verification certificate/CFP Systematic Approach certificate was granted are terminated;

c) if amendments are made to the Standard and the Client cannot or does not intend to adapt its activities;

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

e) if substantial corporate changes and/or changes to the

Client's legal status have been made.

In the cases governed by letters c) and d), above, the Client must forward written notice of its waiver to ICMQ within thirty days from receiving notice of such changes.

For the certification of the CFP Systematic Approach the effectiveness of the waiver will start:

- from the (three-year) expiry of the validation contract if the next planned audit is for renewal;
- from the first day of the month following the month scheduled to carry out the monitoring audit, if the next scheduled audit is monitoring and the Client does not plan on supporting this audit.

ICMQ will notify the Client, by registered letter with return receipt or by certified email, of the date on which the validity of the CFP verification certificate/CFP Systematic Approach certificate expires.

From the date on which the validity of the CFP verification certificate/CFP Systematic Approach certificate expires, the Client will be obliged:

a) to return the original CFP verification certificate/CFP Systematic Approach certificate to ICMQ within 7 (seven) days from receiving such a notice, by registered letter, specifying the fulfilment of the obligations set out in letters b), c) and d) below;
b) to refrain from using copies and/or reproductions of the waived CFP verification certificate/CFP Systematic Approach certificate;
c) to remove any reference to the waived CFP verification certificate/CFP Systematic Approach certificate from its letterhead (on letters, faxes and emails), business cards, technical and advertising material (including its company internet domain and any internet domains of associations of which it is a member);
d) to inform its customers and suppliers of this situation with the same method used to communicate the CFP verification certificate/CFP Systematic Approach certificate being issued.

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

In the event that the Client fails to fulfil the specific obligations referred to above, the Client will pay a penalty in favour of ICMQ of 500.00 euro (five hundred) for each breach and 100.00 euro (one hundred) for each day of delay in complying with these obligations.

On the date on which the CFP verification certificate/CFP Systematic Approach certificate expires, ICMQ will:

- cancel the CFP verification certificate/CFP Systematic Approach certificate;
- remove the Client from the "Registry of Certified Companies" holding a CFP verification certificate/CFP Systematic Approach certificate and publicise this waiver with any means;

The waiver of the CFP verification certificate/CFP Systematic Approach certificate will not entitle the Client to claim a reimbursement of any price and/or fee paid for any reason, which will be withheld by way of a penalty, and/or will not annul its obligation to pay any amounts accrued in the meantime.

In any event, the Client is required to pay the maintenance fees for the entire calendar year in progress at the time the CFP verification certificate/CFP Systematic Approach certificate is waived.

In the event that the waiver of the CFP verification certificate/CFP Systematic Approach certificate is communicated with less notice than the term provided for in point a) and the Client arranges for a CFP verification certificate/CFP Systematic Approach certificate from another certification body within 18 (eighteen) months from the waiver, the Client will be obliged to pay ICMQ a penalty equal to the fee due to the latter. In the case of the CFP Systematic Approach certificate, this is done until the natural three-year expiry of the certificate.

Should the Client waive the CFP verification certificate/CFP Systematic Approach certificate by reason of changes to the Rates Table referred to above, the fees in the Rates Table preceding such changes will be applied in the notice period.

18. Terminating the contract

The contract covering the CFP verification for a single product or the CFP Systematic Approach certificate shall be terminated *ipso iure* in the following cases:

a) the CFP verification certificate/CFP Systematic Approach certificate is revoked;
b) the CFP verification certificate/CFP Systematic Approach certificate is waived;
c) there is a serious breach of these General Conditions and of their Attachments, including failure to pay an invoice for more than 30 (thirty) days from receiving the formal letter requiring compliance sent by ICMQ;

19. Changes to the Standard and to these General Contract Conditions

There may be changes to the requirements for the CFP verification for a single product/CFP Systematic Approach certificate for:

- changes to regulations and reference documents;
- changes to these general contract conditions.

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

In the second, ICMQ will provide information by certified email to Certified Organisations and/or Organisations undergoing verification or validation, making information available in the reserved client area of the site www.icmq.org; and ICMQ will define the date from which the changes will come into effect, providing a reasonable period of time for Organisations to adapt to the new requirements.

Organisations not planning on adapting their CFP verification certificate/CFP Systematic Approach certificate to the changes in the standards of reference or in the conditions for issuing the CFP verification certificate/CFP Systematic Approach certificate may waive their validation provided that they notify ICMQ in the manner indicated in article 17.2 of this document.

ICMQ, in the event of changes to the Standards of reference, reserves the right to verify the compliance of the CFP verification certificate/CFP Systematic Approach certificate issued to the Organisation with the new requirements.

The costs of any audits shall be borne by the Organisation to which the CFP verification certificate/CFP Systematic Approach certificate validation has been issued.

20. Civil liability

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

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

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

21. Appeals

The Client may appeal an ICMQ decision as referred to in article 10.4 (issuing the CFP verification certificate/CFP Systematic Approach certificate), giving reasons for the appeal sent by registered letter with return receipt or by certified email, within thirty days of such a decision being communicated, or else this right will be lost.

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

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

22. Complaints and Grievances

Any complaints or grievances relating to the activities of either ICMQ or the Client can be addressed to ICMQ, as well as by the

Client itself, including third parties who can refer to these General Contract Conditions available from the site www.icmq.org. A description of the complaints and grievances process is provided to those who request it.

23. Privacy

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

24. Copyright

ICMQ is the holder of the copyright to all the documents (Application Guides and Checklists) provided to the Client. The latter may thus use such documents solely within the scope of the contract with ICMQ covering CFP verification for a single product/CFP Systematic Approach certification. The Client cannot photocopy, reproduce or publish such documents, not even in part, without the prior written consent of ICMQ.

25. Disputes - Arbitration

25.1. Arbitration

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

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

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

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

25.2. Judicial Authority

ICMQ expressly reserves the right to bring an action before the Judicial Authorities of the Courts in Milan as an alternative to the arbitration proceedings referred to above, both in the case of disputes relating to the payment of any amounts due under these General Conditions and for precautionary procedures (and other procedures reserved to the Courts). Should the Client appeal such an injunction, it cannot raise any objections aimed at avoiding or delaying the performance required, except solely where such payments have already been made. Any other objection (except for objections that can be raised exclusively by the parties and any counter-claims) must be raised in the arbitration proceedings mentioned above.