



TASNEEF-RINA Business Assurance LLC

GENERAL TERMS AND CONDITIONS FOR THE CERTIFICATION OF SYSTEMS, PRODUCTS AND PERSONNEL

Document code: TRBA-R-02-OI-01-01-2018

Effectivity Date: 29 November 2018

CONTENTS

1	SCOPE.....	3
2	DEFINITIONS	3
3	NATURE OF ACTIVITY.....	4
4	SUBJECT OF THE ASSESSMENT AND REFERENCE STANDARD.....	4
5	LEGALLY BINDING SYSTEM/PRODUCT/PERSONNEL REQUIREMENTS AND LEGALITY CONTROL LIMITS	5
6	ACCESS TO INFORMATION	5
7	REQUIREMENT TO PROVIDE INFORMATION CONCERNING LEGAL PROCEEDINGS.....	6
8	REQUIREMENT TO MAINTAIN SYSTEM, PRODUCTS AND PERSONNEL REQUIREMENTS AND MODIFICATIONS THERETO	6
9	REQUIREMENT TO MAINTAIN GHG ASSERTION CONFORMITY AGAINST THE REFERENCE DOCUMENTS AND SPECIFICATIONS (APPLICABLE TO VALIDATION AND VERIFICATION OF GHG ASSERTIONS).....	8
10	AUDITS AND OCCUPATIONAL SAFETY	8
11	UNANNOUNCED / SHORT NOTICE AUDITS.....	8
12	VERIFICATION OF CERTIFICATION PROCESS	8
13	MODIFICATIONS TO THE CERTIFICATION/VALIDATION AND VERIFICATION PROCESS	9
14	RIGHT TO UTILISE EXTERNAL RESOURCES.....	9
15	FEEES DUE TO THE CERTIFICATION BODY	9
16	TERM OF CONTRACT	9
17	SUSPENSION OF THE SYSTEM/PRODUCT AND PERSONNEL CERTIFICATE	10
18	WITHDRAWAL OF THE SYSTEM, PRODUCT AND PERSONNEL CERTIFICATE	11
19	LIMITS TO THE CERTIFICATE AND RESPONSIBILITY	11
20	LIMITS TO RESPONSIBILITY.....	13
21	COMPLIANCES.....	13
22	SUNSET CLAUSES	13
23	USES OF THE TRADEMARK.....	13
24	SPECIAL RULES FOR SYSTEM CERTIFICATE TRADEMARKS	14
25	SPECIAL RULES FOR PRODUCT CERTIFICATE TRADEMARKS	14
26	SPECIAL RULES FOR PERSONNEL CERTIFICATE TRADEMARKS	15
27	COMMUNICATIONS AND ADVERTISING BY ORGANIZATIONS	15
28	WAIVER, SUSPENSION, WITHDRAWAL OF ACCREDITATION (WHERE APPLICABLE)	15
29	PROCESSING OF PERSONAL DATA	15
30	COURT OF JURISDICTION/ARBITRATION	16
31	APPEALS, REPORTS AND COMPLAINTS	16

 <p>Tasneef تصنيف-رينا لضمان الأعمال TASNEEF-RINA Business Assurance</p>	<p>GENERAL TERMS AND CONDITIONS FOR THE CERTIFICATION OF SYTEMS, PRODUCTS AND PERSONNEL</p>	Effectivity Date: 29 November 2018
		Revision No. 1
		Code: TRBA-R-02-OI-01-01-2018

1 SCOPE

This document defines the general contract conditions for the certification of system, product and personnel, for the inspection of environmental technologies and verification of GHG statements within the framework of the programme in which TRBA may participates, as for example:

- Validation and verification/certification of voluntary statements related to greenhouse gases and verification of initiatives aimed at improving greenhouse gas management,

2 DEFINITIONS

Certificate: document issued following the successful outcome of its assessment activities; may also be given a different name, such as "Statement", "declaration", etc.. **Certificate of conformity and certification:** successful auditing by TRBA of the conformity of the system/product/personnel with the reference standard document which enables the "certificate", according to the above meaning, to be issued.

Validation and/or Verification statement: formal written declaration to the intended user which provides assurance on the statements in the GHG assertion.

Medical Device: any instrument, apparatus, appliance, software, material or other article, whether used alone or in combination, including the software intended by its manufacturer to be used specifically for diagnostic and/or therapeutic purposes and necessary for its proper application, intended by the manufacturer to be used for human beings for the purpose of: diagnosis, prevention, monitoring, treatment or alleviation of disease; diagnosis, monitoring, treatment, alleviation of or compensation for an injury or handicap; investigation, replacement or modification of the anatomy or of a physiological process; control of conception, and which does not achieve its principal intended action in or on the human body by pharmacological, immunological or metabolic means, but which may be assisted in its function by such means;

Reference standard document: document (or set of documents) indicating the rules, directives or characteristics concerning determined activities or their results against which TRBA performs its conformance assessments.

Organization: client, subject stipulating the contract with TRBA to which these conditions apply.

Greenhouse gas programme (GHG): voluntary or mandatory international, national or subnational system or an accredited or independent scheme that registers, accounts or manages GHG emissions, removals, emission reductions or removal enhancements outside the organization or GHG project.

RINA: RINA Services S.p.A.: company that offers services mainly ship classification, certification, testing and inspection.

TRBA: TASNEEF-RINA Business Assurance.: company that offers services for certification under the accreditations of TRBA Services S.p.A or under own accreditations (e.g. EIAC)

 <p>Tasneef تسنيف - رينا لضمان الأعمال TASNEEF-RINA Business Assurance</p>	<p>GENERAL TERMS AND CONDITIONS FOR THE CERTIFICATION OF SYTEMS, PRODUCTS AND PERSONNEL</p>	Effectivity Date: 29 November 2018
		Revision No. 1
		Code: TRBA-R-02-OI-01-01-2018

Accreditation Body: the sole body in a Member State has been authorized by that State to perform accreditation activities.

Accreditation activities statement by a national accreditation body that certifies which a conformity assessment body fulfils the criteria set by standards and, any additional requirements, including those set out in relevant sectoral schemes, to carry out a specific conformity assessment activity.

Notified Body: a conformity assessment body which has been notified by a Member State in accordance with Article 16 of Directive 93/42/EEC.

System/product/personnel: system, product or personnel subject to assessment by TRBA, as specified in the contract documents. The provisions contained in this document that only apply to system assessments or product assessments are expressly indicated.

Validation: systematic, independent and documented process for the evaluation of a GHG assertion related to a GHG project plan against agreed validation criteria.

Verification: systematic, independent and documented process for the evaluation of a GHG assertion against agreed verification criteria.

3 NATURE OF ACTIVITY

3.1 The contract requires TRBA to perform a system/product/personnel/greenhouse gas (GHG) assertion/medical device conformance assessment against the reference standard document and, in the event of a successful outcome, to issue the relative certificate of conformity and the relative final validation statement and/or a verification statement. TRBA makes no guarantee as to the successful outcome of the compliance certificate or the issue of the certificate/final validation, verification or a related statement.

3.2 The contract does not allow TRBA to provide any consultancy activities concerning the organization's implementation and/or maintenance of the requirements of the system/product/personnel/ greenhouse gas (GHG) assertion/medical devices subject to conformance assessment.

3.3 The organization recognizes that a potential conflict of interest may make it impossible for TRBA to provide its services. Therefore, it is mandatory to give TRBA the business name of the consultant, the name of all the project participants and the names of persons who carrying out the tasks. Furthermore, the organization undertakes to inform TRBA of any changes regarding these subjects.

3.4 The organization recognizes, moreover, that a potential conflict of interest may arise also after the contract has been stipulated and until its termination. In this case, TRBA shall have the right to terminate the contract with immediate effect. Should this be the case, TRBA will maintain the right to obtain payment for the services performed until the time of termination."

4 SUBJECT OF THE ASSESSMENT AND REFERENCE STANDARD

4.1 Only the system/product/personnel/ greenhouse gas (GHG) assertion specified in the contract document (bid model) is subject to assessment for the purpose of issuing the certificate/final statement.

4.2 As the certificate of conformity of a company system does not extend to the goods produced or services provided by the organization, it therefore cannot be used together with them or in such a way as to lead third parties to believe that they are certified.

4.3 Conformance assessment will be performed by TRBA on the basis of the reference standard document expressly indicated by the organization in its certification application. may operate in this sphere both as an Accredited Body and as a non-Accredited Body (unless there is an opposite request by the organization which shall be communicated by written letter). If TRBA obtains accreditation following the issue of the certificate, the certificate will be re-issued referring to the fact that accreditation has been obtained.

4.4 Unless otherwise required by the reference standard document, TRBA will carry out its controls to assess conformity of the system/product/personnel/ greenhouse gas (GHG) assertion by means of audits performed using the sampling method. Issue of the certificate, therefore, does not necessarily involve assessment of each single system element, or each single product, or each single activity performed by personnel.

5 LEGALLY BINDING SYSTEM/PRODUCT/PERSONNEL REQUIREMENTS AND LEGALITY CONTROL LIMITS

5.1 During the whole period of validity of the certificate/statement, the organization undertakes to comply with all legally binding requirements, such as international, national or local laws, regulations, etc., applicable to its products, services, personnel or greenhouse gas (GHG) assertion. The certificate/validation and verification only concerns conformity of the system/product/personnel/ greenhouse gas (GHG) assertion with the reference standard document and does not therefore require TRBA to issue a declaration/certificate or verify the Organization's respect of the above requirements. The Organization, therefore, is solely responsible for legislative conformity and TRBA declines all related liability or guarantee duty.

6 ACCESS TO INFORMATION

6.1 The Organization shall provide TRBA with all the assistance required to allow it to perform its conformance assessments, including provision of the documentation concerning the System/Product/Personnel/Greenhouse gas (GHG) assertion for which certification/validation and verification is required and all relative records.

The Organization is also to allow safe access to all the areas where activities relevant to the subject of the certificate/statement are performed.

6.2 All the acts (documents, letters, communications, etc.) relating to the system/product/personnel / greenhouse gas (GHG) assertion certification/validation and verification activities shall be regarded as confidential.

Access to and consultation of documents relating to the certificate/statement are reserved to the purposes involved in the certification/ validation and verification process and to the organization in question.

6.3 If any information concerning to the organization shall be disclosed due to legal obligations, TRBA shall inform the organization accordingly.

6.4 TRBA shall not be liable for any losses due to the provision of false, misleading or incomplete documented information or documents provided or due to the acts or omissions of any other

 <p>Tasneef تصنيف-رينا لضمان الأعمال TASNEEF-RINA Business Assurance</p>	<p>GENERAL TERMS AND CONDITIONS FOR THE CERTIFICATION OF SYTEMS, PRODUCTS AND PERSONNEL</p>	Effectivity Date: 29 November 2018
		Revision No. 1
		Code: TRBA-R-02-OI-01-01-2018

person other than TRBA. TRBA cannot guarantee the accuracy or correctness of third party information used to execute the Service.

6.5 The Accreditation Body may require its observers or designating authority, in the case of conformity assessment of medical devices, according to Directive 93/42/EEC to take part in the evaluation process performed by TRBA in order to ascertain whether the evaluation methods applied by TRBA comply with the reference standard document. The participation of these observers is agreed in advance between TRBA and the organization. If the organization does not allow these observers to take part, no certificate or statement may be granted.

7 REQUIREMENT TO PROVIDE INFORMATION CONCERNING LEGAL PROCEEDINGS

7.1 The organization undertakes to:

- immediately inform TRBA of any irregular situations revealed by the control authorities, as well as any suspensions or withdrawals of authorizations, concessions, etc. relative to aspects connected with the subject of the certificate/statement;
- immediately inform TRBA of any current legal proceedings concerning the subject of the certificate/statement, except in the case which the disclosure of such information shall be confidential by law;
- for certificates/statements concerning environmental requirements, immediately inform TRBA of any environmental incidents with a long-term impact and/or requiring a response from external organizations and/or requiring communications to be made to public authorities;
- for certificates/statements concerning health and safety requirements, immediately inform in writing TRBA about any serious incident or observations/remarks/complaints received from authorities responsible for controlling the workplace;
- keep TRBA informed of developments in the above proceedings;
- notify TRBA of any incidents immediately, or near miss incidents related to the medical devices subject to assessment, as required by the reference Directive.

7.2 Concerning the above, TRBA may perform extraordinary audits and, if necessary, take measures to suspend/withdraw certification/statement, depending on the severity and impact of the event in question.

8 REQUIREMENTS TO MAINTAIN SYSTEM, PRODUCTS AND PERSONNEL REQUIREMENTS AND MODIFICATIONS THERETO

a. for system certification

8.a.1 Certificate will be issued following periodical surveys (other occasional surveys can be carried out when TRBA deem them necessary and which may take place without any prior notice in accordance with applicable laws). TRBA does not constantly check the organization and, as a consequence, the Certificate does not guarantee that the organization maintains the necessary requirements on which basis the certificate was issued. The certified organization undertakes to keep its structure and system compliant with the requirements of the reference standard document throughout the term of the certificate. Furthermore, the certified organization undertakes to keep records of any complaints that may be related to the

maintenance of such compliance and the corrective actions taken and shall make them available to TRBA.

8.a.2 If modifications affecting the validity of the Certificate (e.g.: changes in the information indicated in the application for certification, interruption of activity, etc.) occur or are foreseeable, the organization shall give advance written communication to TRBA which may accept the variations or request extraordinary/supplementary assessments to be performed.

8.a.3 If a certified organization wishes to modify the scope of the certificate, it shall make a written request to TRBA which will decide whether or not a new document review or audit is required.

8.a.4 If, following communication of the modifications referred to in point 8.2, TRBA requests extraordinary/supplementary audits to be made, the organization may waive certification and, consequently, the contract by sending written notification to TRBA within 30 days of such request.

b. for product, process and service certification

8.b.1 Certificate will be issued following periodical surveys (other occasional surveys can be carried out when TRBA deem them necessary and which may take place without any prior notice in accordance with applicable laws). TRBA does not constantly check the organization and, as a consequence, the Certificate does not guarantee that the organization maintains the necessary requirements on which basis the certificate was issued. The certified organization undertakes to keep products, processes and services compliant with the requirements of the reference standard document during the term of the certificate. Furthermore, the certified organization undertakes to keep records of any complaints relating to the maintenance of such compliance and the corrective actions taken and shall make them available to TRBA, as well as of incidents and/or potential incidents, in the case of conformity assessment of medical devices and related follow-up actions.

8.b.2 If modifications affecting the validity of the Certificate (e.g.: changes in the organization's legal status or corporate name, change of ownership, changes in the management, system for quality, type changes, the original features, the purpose of the products) occur or are foreseeable, the organization shall give advance written communication to TRBA which may accept the variations or request extraordinary/supplementary assessments to be performed.

8.b.3 If, following communication of the modifications referred to in point 8.b.2, TRBA requests extraordinary/supplementary audits to be made, the organization may waive certification and, consequently, withdraw from the contract by sending written notification to TRBA within 30 days of such request.

c. for personnel certification

8.c.1 The certified personnel undertake to inform TRBA, without delay, on issues that may affect their ability to continue to accommodate the requirements for maintenance of certification. The certified personnel also undertake to keeping records of any complaints relating to the maintenance of the technical and professional requirements to be certified and the relevant corrective actions taken, and shall make them available to TRBA.

8c.2 Following the notification referred to in point 8c.1, TRBA communicate to certified personnel any actions / verifications necessary for the maintenance of the validity of the certificate or suspends or withdraw it, as indicated in section 15 and 16 of this document.

8c.3 If, following communication referred to in point 8c.1 TRBA requires extraordinary/supplementary audits to be made, the personnel have the right to waive the certification, and, consequently, terminate the contract by written notice within thirty days following of such request.

9 REQUIREMENTS TO MAINTAIN GHG ASSERTION CONFORMITY AGAINST THE REFERENCE DOCUMENTS AND SPECIFICATIONS (APPLICABLE TO VALIDATION AND VERIFICATION OF GHG ASSERTIONS)

9.1 The organization undertakes to maintain GHG assertion conformity in relation to the reference documents and specifications.

9.2 If modifications or facts affecting the GHG assertion (such as changes of the information declared on the application form, interruption of organization or project activities, changes in the organization's legal status or corporate name) reoccur or are foreseeable, after the issuance of the validation or verification statement, the organization shall send a written communication in advance to TRBA which may accept the variations or request an extraordinary validation or verification, at the expense of the organization.

9.3 If, following communication of the modifications referred to in point 9.2, TRBA requests extraordinary validation or verification to be made, the organization may relinquish the contract by sending written notification to TRBA within 30 days of such a request.

10 AUDITS AND OCCUPATIONAL SAFETY

10.1 Pursuant to current occupational safety and accident prevention legislation, the organization undertakes to provide TRBA with complete and detailed information relative to the specific risks existing in the work areas where its auditors will be required to operate.

10.2 The organization also undertakes to promote, through a manager especially appointed for this purpose, co-operation and co-ordination as regards the implementation of occupational risk protection and prevention measures affecting the activities of TRBA auditors and require protection both of workers and of all other subjects operating or otherwise present in the said work areas.

11 UNANNOUNCED / SHORT NOTICE AUDITS

11.1 EIAC and TRBA may conduct audits of certified client at short notice or unannounced to investigate complaints, or in response to changes or as follow up on suspended clients

12 VERIFICATION OF CERTIFICATION PROCESS

12.1 During certification cycle, EIAC assessor can visit client premises to verify the implementation of the system(s) by reviewing some quality documentation & records and by meeting with certified company's management. The TRBA representative may accompany the EIAC assessor during such visit(s).

12.2 During certification cycle, TRBA itself can have announced / unannounced visit of client premises to verify implementation of management system(s)

13 MODIFICATIONS TO THE CERTIFICATION/VALIDATION AND VERIFICATION PROCESS

13.1 TRBA may modify or update the certification/validation and verification procedure, also following changes to the reference standard document or modifications required by Accreditation Bodies. In this case, TRBA shall give notice in advance of thirty days to the organization, which, if it does not intend to comply with such modifications, may waive the contract within 30 days of such communication.

13.2 Any costs for document reviews or on-site audit activities deriving from such legal or regulatory modifications will be charged to the organization.

14 RIGHTS TO UTILISE EXTERNAL RESOURCES

14.1 TRBA may either use its employees or duly qualified external staff working on its behalf to perform the activities indicated in the contract.

14.2 These persons are required to respect all the undertakings made by TRBA, including those concerning independence and confidentiality.

15 FEES DUE TO THE CERTIFICATION BODY

15.1 For the activities performed for the purpose of issuing the certificate/statement and expressly listed in the offer, TRBA shall pay the fees indicated therein. Should the issue of the certificate/statement require supplementary activities to be performed that are not expressly indicated, the organization shall pay an additional fee in proportion to the effective commitment required. This fee will be calculated on the basis of the fee indicated in the offer on a man-days basis.

15.2 As well as the fees indicated in the contract and unless otherwise agreed, the expenses sustained by TRBA for its assessment activities, calculated on a lump-sum basis as indicated in the offer, will be charged to the organization. Should the offer not indicate the lump-sum amount of the expenses, these will be reimbursed at the effective cost sustained by TRBA. The organization may request copies of the documents justifying all such expenses.

15.3 Unless otherwise indicated in the offer or contract documents, the organization is to settle the fees and expenses payable to TRBA within 30 days (or as stated in the invoice) from the date of issue of the relative invoice. Should payment be delayed, late payment interest will be applied at the legal interest rate in force at the moment of payment, plus 2%.

15.4 Fees for the activities performed by TRBA shall be paid by the organization even if the certificate/statement is not issued as a result of the organization's failure to comply with conformity requirements or in the case of waiver of the contract.

16 TERMS OF CONTRACT

16.1 Apart from contracts governing individual performance and unless otherwise agreed by TRBA and the organization, the contract is open-ended. Either party may withdraw from it by giving at least three months' notice before the effective date of withdrawal, such notice be announced by registered letter with return receipt.

16.2 In the above case, however, all the contract provisions governing to the correct maintenance of the System/Product/ Greenhouse gas (GHG) assertion in conformity with the reference standard document remain valid for the remaining term of the certificate/statement, especially as regards the right of TRBA to perform the scheduled audits or those in any case deemed appropriate if it has reason to believe that such conformity no longer exists. All the agreed fees for the activities performed by TRBA until the effective date of withdrawal shall therefore be payable.

16.3 Subject to the contents of the previous points 14.1 and 14.2, the organization may withdraw from the contract by sending a registered letter with return receipt to that effect.

16.4 In that case, withdrawal will come into force on the date of confirmation to that effect by TRBA or, at the latest, 15 days after the withdrawal communication sent by the organization.

16.5 If the withdrawal communication is sent less than 30 days before the date of a scheduled audit, the organization is required to pay TRBA 20 % of the fee agreed for that audit.

17 SUSPENSIONS OF THE SYSTEM/PRODUCT AND PERSONNEL CERTIFICATE

17.1 Apart from the cases expressly referred to in the Rules or Guidelines, TRBA may suspend validity of the certificate whenever it has reason to believe that the system (or product or personnel) no longer complies with the requirements of the reference standard document, as well as in the following cases:

- a. failure to adapt to the modifications in the rules or standard document communicated by TRBA
- b. failure to accept periodic or supplementary audits requested by TRBA
- c. failure to communicate modifications to the organization, pursuant to art. 7 hereto, or to the characteristics of the product subject to certification
- d. failure by certified personnel concerning issues that may affect ability to continue to meet the requirements for maintenance of certification;
- e. failure to provide information about convictions, legal proceedings, complaints or controversies concerning the legally-binding requirements of the product or system or technical and professional requirements of the certified personnel.
- f. failure to pay the fees due to TRBA within the deadlines indicated in the contract.

17.2 The suspension shall be notified to the Organization by written notice (certified e-mail or equivalent method) which will set out the conditions for the reinstatement of the certification and established the deadline to execute them.

17.3. During the suspension period, the client's certification is temporarily invalid.

For management system certification, the organization may continue its use of advertising matter that contains a reference to certification (See also clause 21 of this document). Anyway, it shall suitably inform all third parties involved that its certification has been suspended.

For all the other kinds of certification, the organization and personnel discontinue its use of all advertising matter that contains a reference to certification (See also clause 21 of this document). and it shall suitably inform all third parties involved that its certification has been suspended.

 <p>Tasneef تصنيف-رينا لضمان الأعمال TASNEEF-RINA Business Assurance</p>	<p>GENERAL TERMS AND CONDITIONS FOR THE CERTIFICATION OF SYTEMS, PRODUCTS AND PERSONNEL</p>	Effectivity Date: 29 November 2018
		Revision No. 1
		Code: TRBA-R-02-OI-01-01-2018

18 WITHDRAWALS OF THE SYSTEM, PRODUCT AND PERSONNEL CERTIFICATE

18.1 Apart from the cases expressly referred to in the relative Rules or Guidelines, TRBA may withdraw the certificate of conformity whenever the system/product does not guarantee observance of the minimum requirements of the reference standard document. It may also be withdrawn in the following cases:

- a) failure to eliminate the reasons that led to the suspension of the certificate within the deadline communicated by TRBA;
- b) termination of the activity of the certified organization (or production of goods) or its suspension for more than 12 months;
- c) conviction of the organization for matters concerning its failure to respect the legally binding requirements of the certified system or product.

18.2 In the event of withdrawal, the organization and the personnel, if in possession of the certificate, shall return such certificate within 15 days from the withdrawal communication sent by TRBA (by certified e-mail or equivalent method).

The certificate of conformity will be furthermore deleted from the TRBA web site (www.TRBA.org)

18.3 Within the sphere of TRBA's commitments, the latter may communicate suspension, waiver or withdrawal of certification to Accreditation Bodies and other third parties who require it. It may also enter the event in the list of certified companies present on its Internet site.

19 LIMITS TO THE CERTIFICATE AND RESPONSIBILITY

a. (for system certification)

19a.1 The issue and maintenance of management system certification constitutes neither a declaration nor a guarantee by TRBA that the organization respects legal obligations and requirements.

19a.2 Consequently, the organization is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and for conformity of its activities and products with applicable legislation and with the expectations of its customers and other stakeholders, and it undertakes to indemnify TRBA and its employees and auxiliaries from any third party complaints, actions or claims connected with the activities performed by TRBA deriving from this contract.

b. (for product certification)

19b.1 The issue and maintenance of product certification is exclusively connected with assessing conformity of a product with a given reference standard document. In the case of voluntary certification, their effects are limited to the relationship between TRBA and the organization and constitute neither a declaration nor a guarantee by TRBA that the organization complies with the legal obligations and requirements concerning the product.

19b.2 Consequently, the organization is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and for conformity of its activities and products with applicable legislation and with the expectations of its customers and other stakeholders, and the organization therefore undertakes to indemnify TRBA and its employees

 <p>Tasneef تسنيف - رينا لضمان الأعمال TASNEEF-RINA Business Assurance</p>	<p>GENERAL TERMS AND CONDITIONS FOR THE CERTIFICATION OF SYTEMS, PRODUCTS AND PERSONNEL</p>	Effectivity Date: 29 November 2018
		Revision No. 1
		Code: TRBA-R-02-OI-01-01-2018

and auxiliaries from any third party complaint, action or claim connected with the activities performed by TRBA deriving from this contract.

c. (for personnel certification)

19c.1 The issue and maintenance of personnel certification is exclusively connected with assessing conformity of the qualifications possessed or shown by such personnel with those indicated in a given reference standard document. The effects of certification are limited to the relationship between TRBA and the organization and, in the case of voluntary certification, constitute neither a declaration nor a guarantee by TRBA that the relative legal requirements are complied with. In no case does certification constitute a guarantee by TRBA to personnel, the organization or third parties as to the correctness of the actions performed by certified personnel.

19c.2 Consequently, the organization is and remains solely responsible, towards both itself and third parties, for the correctness of the actions performed by its certified personnel and it therefore undertakes to indemnify TRBA and its employees and auxiliaries from any third party complaint, action or claim connected with the activities performed by TRBA deriving from this contract.

d. (for validation and verification of GHG statements)

19d.1 The issue and maintenance of the validation and/or verification statement is exclusively connected with assessing conformity of GHG assertion with a given reference standard document approved or supported by the national, sub-national system or an accredited /independent scheme.

In the case of voluntary certification, their effects are limited to the relationship between TRBA and the organization and constitute neither a declaration nor a guarantee by TRBA that the organization complies with the legal obligations and requirements.

19d.2 Consequently, the organization is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and for conformity of its activities and products with applicable legislation and with the expectations of its customers and other stakeholders, and the organization therefore undertakes to indemnify TRBA and its employees and auxiliaries from any third party complaint, action or claim connected with the activities performed by TRBA deriving from this contract.

e. (conformity assessment of medical devices according to Directive 93/42/EEC and subsequent modifications and additions)

19e.1 The verification activity will consist in conformity assessment of the product according to the applicable Essential Requirements (Annex I to the Directive) and conformity of the organization's quality management system according to the requirements indicated in Annex II or V, whichever is chosen.

19e.2 Therefore, the organization is and remains solely responsible, towards itself and towards third parties, for the proper conduct of its business and for conformity of its activities and products with the applicable standards and expectations of customers and third parties in general and, therefore, the organization agrees to indemnify TRBA and its employees and

auxiliaries against any third party complaint, action or claim related to the performance of TRBA activities according to this contract.

20 LIMITS TO RESPONSIBILITY

In the event of a failure definitively ascertained by TRBA due to errors or omissions in the performance of the activities deriving from the contract, TRBA will not be liable financially.

21 COMPLIANCES

21.1 With respect to the contractual relationship between the Organization and TRBA, the Organization undertakes to refrain from any conduct which may be inconsistent with the Ethical Code and Code of Conduct of TRBA.

Failing this, TRBA is entitled to terminate the contractual relationship.

21.2 The Organization also undertakes not to:

- a) pay any commission, percentage or other benefits to any of TRBA's employees and/or other of TRBA's contractors;
- b) enter into any business relationship with any of TRBA's employees and/or other of TRBA's contractors, that may cause a conflict of interest for those employees and contractors in performing their duties for TRBA;
- c) give any of TRBA's employees and/or other of TRBA's contractors any gifts, travel tickets or any other benefits in kind that may go beyond ordinary courtesy in a business relationship.

21.3 Any breach of the foregoing principles by the Organization shall give TRBA the right to terminate the Contract for cause, while keeping the right to claim damages.

21.4 The Organization also declares that it has read the "Code of Ethics" published at the 'Public Information' area in TRBA website.

21.5 If the Organization does not comply with the provisions of the Code of Ethics, TRBA is entitled to terminate the contractual relationship.

22 SUNSET CLAUSES

All claims or requests for compensation from TRBA must be made by the organization, under penalty of nullity, within six months from the event which generated such claim or request.

23 USES OF THE TRADEMARK

23.1 The use of TRBA marks by the Organizations is governed by document "Rules for the use of TRBA certification logo" and is allowed only if the Organizations have obtained a written authorization from TRBA. It is necessary to consider the requirements listed below:

23.2 Subject to the specific provisions of the TRBA rules concerning to the individual services provided or other applicable regulations, the marks must be exclusively used for the services, products or management aspects involved in the assessments performed by TRBA and to which the certificates of conformity issued by TRBA refer.

23.3 Any use not expressly indicated in the TRBA rules relative to individual services, contracts or other applicable regulations, must be authorized by TRBA in writing.

23.4 The organization may not transfer the right to use TRBA Marks to third parties.

 <p>Tasneef تسنيف - رينا لضمان الأعمال TASNEEF-RINA Business Assurance</p>	<p>GENERAL TERMS AND CONDITIONS FOR THE CERTIFICATION OF SYTEMS, PRODUCTS AND PERSONNEL</p>	Effectivity Date: 29 November 2018
		Revision No. 1
		Code: TRBA-R-02-OI-01-01-2018

23.5 Organizations may only use the marks during the term of the certificates of conformity issued by TRBA.

23.6a If product and personnel certificates have been suspended, revoked, renounced or terminated in any way or for any reason, either permanently or temporarily, organizations must immediately interrupt all and any use of such marks.

23.6b If management system certificates have been revoked, renounced or terminated in any way or for any reason, either permanently or temporarily, organizations must immediately interrupt all and any use of such marks.

23.7 TRBA marks may be reproduced in their true dimensions, or smaller or larger as long as the proportions are maintained, and eligibility is assured. The partial reproduction of marks is forbidden.

23.8 The certificates issued by TRBA may also be reproduced at the above conditions as long as they are complete and legible.

23.9 For each breach of the rules governing the use of the marks contained in this document, in the contracts, in the TRBA rules concerning to the individual services provided or in other applicable regulations, the organization is to pay TRBA a penalty of 30,000 euros.

23.10 TRBA may also claim compensation for any additional damage caused by the improper use of its marks by organizations.

23.11 TRBA reserves the right to perform all the verifications it considers to be most appropriate to ascertain whether the marks are used according to these rules and any other applicable regulations. It may also request the organization to produce documentation, such as catalogues, packaging, letterhead, etc. Unjustified refusal by the organization to produce the documents requested by TRBA will cause the contents of the following clause to be applied.

Same of above applies to RINA logo, for which, in the event of a breach of the contents of points 21.2 to 21.8 and articles 22, 23, 24 hereto, RINA will be entitled to terminate the service contract pursuant to art. 1456 of the Italian Civil Code, when RINA accreditations are involved.

23.12 The use of trademarks of Accreditation Bodies by organizations is regulated by the document "Rules for the use of the TRBA certification logo" and the specific regulations of the Accreditation Bodies available in their respective websites. For RINA accreditations, the RINA rules for utilization of logo applies.

24 SPECIAL RULES FOR SYSTEM CERTIFICATE TRADEMARKS

For any additional special rule for management system certificate trademarks please refer to "Rules for the use of the TRBA certification logo" and RINA one when it occurs.

25 SPECIAL RULES FOR PRODUCT CERTIFICATE TRADEMARKS

25.1 Subject to the specific provisions of the certification rules or guidelines, TRBA marks relative to product certificates may only be used on receipt of written authorization by TRBA which provides the organization with a model of the mark and its relative characteristics. Any type of reproduction that the organization wishes to apply to products, sales documents, labels, packaging, etc. must first be submitted to TRBA for approval.

 <p>Tasneef تصنيف-رينا لضمان الأعمال TASNEEF-RINA Business Assurance</p>	<p>GENERAL TERMS AND CONDITIONS FOR THE CERTIFICATION OF SYTEMS, PRODUCTS AND PERSONNEL</p>	Effectivity Date: 29 November 2018
		Revision No. 1
		Code: TRBA-R-02-OI-01-01-2018

26 SPECIAL RULES FOR PERSONNEL CERTIFICATE TRADEMARKS

26.1 Without prejudice to the provisions provided in the individual rules, next to trademark shall always be shown the name of the certified person for extended, and the number of the Certificate of Conformity. In addition, next to the trade mark shall be clearly stated, by the organization, giving details of the normative document (including its edition) on the basis of which the person has been certified.

26.2 If the Certification Scheme provides for the issuance of a Certificate, or a card, the trader undertakes to use such instruments in accordance with the Code of Ethics TRBA, Rules of the scheme of certification, where required, and with this Regulation.

27 COMMUNICATIONS AND ADVERTISING BY ORGANIZATIONS

27.1 The provisions of the previous articles 21, 22, 23, 24 hereto also apply to the relationships between TRBA and organizations as regards communications, including advertising that the latter intend to do concerning the certificates issued by TRBA.

In particular, when performing these activities, organizations must make sure to specify the type of certificate issued by TRBA and any limits or conditions imposed by the latter.

28 WAIVERS, SUSPENSION, WITHDRAWAL OF ACCREDITATION (WHERE APPLICABLE)

28.1 TRBA undertakes to inform the organization should it decide to waive/suspend/withdraw accreditation in the organization's sector. It shall provide the necessary information to the organization during the transition to another Accredited Body.

28.2 TRBA declines all liability for any damage caused to the organization deriving from its relinquishment/suspension/withdrawal of accreditation; in the above cases, the organization may relinquish certification without notice and without paying additional fees.

29 PROCESSING OF PERSONAL DATA

29.1 The Organization personal data are processed by the data Controller. When applicable it is in the ways and with the purposes described in the privacy notice given to you pursuant to art. 13 of the Regulation (EU) 2016/679 (hereinafter, the "GDPR") and always applicable when related to RINA affairs or RINA contractual agreements.

29.2 When related to RINA accreditations or information connected to RINA agreements, the Controller is RINA S.p.A., whose registered office is in Genoa (GE), via Corsica 12, Tax code and VAT n° 03794120109, as well as the Company(ies) in the RINA Group with which you have and/or may sign a services contract (hereinafter the "Controller").

The Organization have the right to withdraw consent at any time, with particular reference to the consent given for the processing of your data for the purposes referred to in point 2 let. (b), by writing an e-mail to rina.dpo@rina.org. It does not compromise the execution of the service contract in place.

Furthermore, as data subject the Organization can exercise the rights provided for in articles 15 and following of the GDPR by sending a registered letter to RINA S.p.A., via Corsica 12, 16128

 <p>Tasneef تسنيف-رينا لضمان الأعمال TASNEEF-RINA Business Assurance</p>	<p>GENERAL TERMS AND CONDITIONS FOR THE CERTIFICATION OF SYTEMS, PRODUCTS AND PERSONNEL</p>	Effectivity Date: 29 November 2018
		Revision No. 1
		Code: TRBA-R-02-OI-01-01-2018

Genoa (Italy), to the attention of the Data Protection Officer, or by sending an e-mail to the address rina.dpo@rina.org.

29.3 The Data Controller may be contacted via the contact details indicated on the website www.rina.org, as well as at the e-mail address of the Data Protection Officer rina.dpo@rina.org.

30 COURT OF JURISDICTION/ARBITRATION

30.1 Subject to the above, any disputes arising from the payment of fees and expenses due to TRBA for the services rendered or in any way connected with the contract, and those deriving from the use of the mark, logo, name or other distinguishing feature of TRBA, will be exclusively settled by the Court of Abu Dhabi.

31 APPEALS, REPORTS AND COMPLAINTS

31.1 With reference to the decisions regarding the certification process the organization may appeal against such decision of TRBA by explaining the reasons for its disagreement within 30 days of the date of notification of the decision

31.2 In addition, the Organization may send a report or a claim on the activities performed by TRBA.

31.3 The appeals, reports and claims shall include all the data that ensure the traceability activities TRBA subject of the communication by the organization and be sent to TRBA.

31.4 TRBA will examine the appeal, reports and claims according to their internal instructions, within two months of its submission and consult the organization's representatives, if necessary; the appeal and claims will be examined by persons different from those who carried out the audits or inspections, and made the certification decision.

31.5 TRBA shall provide the appellant or claimant with progress reports and outcome.

31.6 The appeal and the compliant which are not solved by the Certification, are submitted by the SVP Technical to the TRBA Certification Committee, that, upon the relevant investigation, and eventually after contacts with the appellant or claimant, gives its opinion on the appeal or claim within 60 days from the date of receipt of the appeal by the Certification Committee, and communicates by registered letter with return receipt the opinion to the appellant.

31.7 TRBA shall give formal notice to the appellant or claimant of the end of the appeal-or report or compliant handling process.

31.8 The organization shall assume all costs relating to the appeal or report or claim, unless there are good grounds for the appeal.

31.9 TRBA during the management of the appeals, reports and complaints assures that no discriminatory actions will be carried out against the appellant / complainant.

Parent Publication: RINA RC/C17
English edition

Technical rules