

CONDITIONS & PROCEDURES**Granting, Maintenance, Extending, Suspending and Withdrawing Certification**

1) Depending on the results of the inspections performed at manufacturer plant) and the tests and inspections carried out on products, COTECNA may decide whether to grant certification requested or not.

2) Once the certification is granted, COTECNA shall send relative **certificate** to Applicant – now Licensee-, indicating the following information: Name and registered office of Licensee, manufacturing plant(s) to which certificate refers, product and/or homogeneous range of products in respect of which certification application has been filed, reference standards and technical specifications, compliance marks for which permission of use is granted, date of issue as well as any other information required by standards and/or for accreditation purposes.

3) Certificate **validity** shall be bound to the validity of standards or technical specifications used for certification.

In certain cases COTECNA may limit certificate validity to one (1) year from date of issue in which case renewal for similar time periods shall only be possible upon written request of Licensee, Certificate validity shall depend upon the contractual relationship with COTECNA and positive supervision outcome during next assessment.

Should contract be annulled due to any reason whatsoever, certificate shall no longer have validity and legal effect.

4) Once issued, certification data shall be entered into the COTECNA data bank of certified products for subsequent release.

Data concerning certification granted shall be transmitted – depending on COTECNA accreditation status and whenever provided for- to the accredited Body that shall enter relative data in its own data bank.

5) Licensee shall be obliged to:

- leave tested prototype at COTECNA premises during the whole certification validity;
Or else
- custody tested prototype at own premises, provided it is duly countersigned and stamped and placed entirely at the disposal of COTECNA.

As an alternative, a dossier with technical documentation shall also be allowed (descriptions, drawings, general and detail Photographs).

COTECNA may allow derogation from this requirements on the basis of the existing agreements reached with Testing or accredited certification Bodies.

6) Should certification not be granted, COTECNA shall give due written notice to Applicant stating the **grounds** of said decision.

Applicant shall be entitled to demonstrate any non-conformity detected has been corrected upon condition further documentary evidence is supplied and new tests are requested within the time period determined by COTECNA

Applications shall be cancelled if it were impossible to grant certification within the time period established.

7) Applicant shall also be entitled to file an appeal against the decision of the Technical Team if the certification application had been rejected.

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8) Independently from the results of tests and inspections, COTECNA reserves the right to keep all documentation attached to the application.

9) Granting and maintenance of **product** certification shall not imply liability on the part of COTECNA for any non-fulfillment of legal obligations and/or non-compliance with legally binding requirements falling within the competence of Licensee and/or manufacturer (if different from Licensee).

Therefore Licensee and/or manufacturer shall be held liable, even with respect to third parties, for compliance of own products and processes with pertinent legally binding requirements provided for in international, national or local regulations, laws, etc., being also liable to meet the expectations of customers and third parties in general.

10) Licensee further undertakes to indemnify COTECNA and/or relative employees, assistants or freelancers against any claim lodged or proceedings started by any party whatsoever in respect of any accident or damage to third parties connected with the activity developed by COTECNA pursuant to the present Rules.

11) Non-fulfillment on the part of COTECNA – Limitation of liability

- (i) COTECNA shall be held responsible towards licensee only in the case of damages derived from fraud or gross negligence.
- (ii) Without prejudice to that referred in sub-paragraph 7.11.10 above, liability on the part of COTECNA for any damage derived from total or partial execution and/or non-fulfillment of own obligations as provided for in the present Rules shall be up to three (3) times the amount pay for the work carried out by COTECNA for the certification of the product(s) in question, after due assessment of the event which led to liability towards COTECNA.

12) Forfeiture clauses.

Any claim for damages against COTECNA shall be lodged by applicant or Licensee under penalty of forfeiture within one (1) year from the event which gave rise to said claim.

13) Certification suspension

Certification may be suspended whenever COTECNA believes certified product is no longer in compliance with the requirements set forth in standards, legislative provisions and/or regulations, and/or in any of the following cases:

- a) Non-fulfillment on the part of Licensee of the obligations referred to in clause 5 above;
- b) Identification of serious or high number of non-conformities, non-adoption of corrective actions in general, negative results of supervision inspections;
- c) Impossibility to carry out supervision inspections within the time periods indicated in the “**Special Requirements**” and/or additional inspections requested by COTECNA;
- d) Upon well-grounded request on the part of the Organization;
- e) In case of non-payment of any amount due to COTECNA for any reason whatsoever.

14) – Consequences derived from certification suspension

- 1) During suspension period, Licensee shall:
 - be obliged to **suspend production and supply to market of certified product(s)** which constitute(s) the subject-matter of the suspension;

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- **not be entitled to use the certificate and marks no qualify as holder of the Certification;**
- **be liable to pay any amount due by way of certification maintenance.**

In turn, COTECNA :

- may suspend the supervision activity
- shall give due notice of suspension to all Bodies involved.

2) – Suspension may be annulled only if Licensee demonstrates to have removed defects identified and adopted suitable corrective and preventive actions to prevent non-conformity recurrence.

Before right of use of the certification is granted again, COTECNA shall be entitled to carry out further tests, checks and inspections, whether documented or not, at the Organizations involved (Licensee, manufacturer and sub suppliers) in order to ensure problems detected have been actually solved.

Any and all expenses met in connection with said additional tests and inspections shall be charged to Licensee.

3) – Certification shall be revoked if suspension is not annulled within **six (6) months**, being said time period reduced to **one (1) month** in the case provided for in sub-paragraph 3, letter e).

4) – Notice of certification suspension or reinstatement shall be given to Licensee by registered letter with advise of receipt and/or any other means in compliance with the provisions of the law.

15) Certification revocation

Certification may be revoked in case of breach of the Certification Agreement. In particular, certification shall be revoked in any of the following cases:

- a) Bankruptcy or termination of activity of Licensee;
Non-fulfillment of obligations
- b) Non- enforcement of the order referred to in sub-paragraph 13 below

“In the event of recurring or severe non-conformity, COTECNA shall **order** Licensee to discontinue production and remove that product from the market.

In this last case, Licensee may request COTECNA to collect further samples of the same model from the locations considered more convenient. The number of samples tested shall be determined on the basis of the nature and seriousness of the non-conformity detected.

COTECNA may decide to suspend the validity of the order referred to in the first paragraph or not during the time period required for retesting.

Any expenses incurred for retesting defective products shall be charged to Licensee. “

- c) Irregular or illegal use of certificate and/or mark;
- d) Condemnation of manufacturer for non-compliance with legally binding requirements of product which constitute the subject matter of certification;
- e) Non-compliance with modifications required in consequence of amendment to standards and/or regulations;
- f) Lack of annulment of certification suspension pursuant to that provided for in sub-paragraph **14-3**.

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Notice of revocation shall be given to the Organization by means of registered letter with advice of receipt or by any other means in compliance with the provisions of the law.

16) Consequences derived from certification revocation

In the event of revocation, Licensee shall undertake:

- a) to suspend production and supply to market of certified product(s) which constitute(s) the subject-matter of the suspension;
- b) to give notice within fifteen (15) days from receipt of revocation notice and also sell out any stock of certified product at the plants and/or warehouses involved within the time period indicated by COTECNA.
- c) not to use granted certificate and mark(s) any more.
- d) to eliminate said marks as well as any reference thereof from products, catalogues and all documents;
- e) to pay any amount due to COTECNA.

In turn, COTECNA shall:

- aa) interrupt the surveillance activity referred to in Procedure 13;
- bb) cancel product certification from the data banks referred to in sub-paragraph 4 above;
- cc) give due notice of revocation to all Bodies involved.

Whenever considered necessary or fit, COTECNA shall also:

- dd) request Licensee to change type reference or model number of product for which certification has been revoked;
- ee) request Licensee, in the case products for which permission of use has been revoked for being defective and prejudicial to users are still on the market, to withdraw all product units from own deposits within the time period indicated by COTECNA Should Licensee not comply with the requests referred to in dd) and ee) above, COTECNA shall publicize as considered necessary or fit the presence on the market of said non-complying product for which certification has been revoked.

17) Renunciation to certification

Licensee may renounce to certification:

- a) in the case of withdrawal referred to in **clause 19 to 22** below;
- b) for all or part of the models included in the certificate of approval, by giving at least fifteen (15) days notice with respect to the date of invoice of the rights of maintenance indicated in the COTECNA Scale of Fees.
- c) If he no longer intends to adjust to the variations of the standards and technical specifications of reference;
- d) If he does not accept any amendment made to the present Rules and/or to the "Special Requirements";
- e) If he does not accept any tariff variation for the annual maintenance of the certification (see 17);
- f) in case of renunciation or revocation of COTECNA accreditation for certification in accordance with the scheme of interest (see sub-paragraph below)

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“COTECNA shall not be held responsible for any damages derived to Licensee for the suspension, renunciation or revocation of accreditation referred to above whereas Licensee shall be entitled to renounce to the certification granted without giving any notice and with no additional charges “

Notice of renunciation shall be given by registered letter with advice of receipt or by any other means in accordance with the provisions of the law;

If all certificates associated to a given Certification Contract had been annulled, Licensee may:

- Withdraw from same Contract, as referred to in paragraph **clause 21 as per below**.
- keep Contract active

In this last case, COTECNA shall continue with the surveillance inspection based on a special procedure for the case in question and the application of fees indicated in the COTECNA Scale of Fees.

Applicant may renounce to certification even before it is granted. However, in this case:

- if renunciation took place before testing/inspection on the part of COTECNA, Applicant shall be obliged to pay any amount due for documentary application management;
- should renunciation take place when testing/inspection is already in progress but before assessment procedure is completed, Applicant shall be obliged to pay 50% (fifty per cent) of the amount due for certification.

18) Consequences derived from renunciation to certification

In the event of renunciation to the certification, Licensee shall undertake:

- a) not to apply the mark(s) related to the certification granted for the products involved and not to increase relative production during advance notice period;
- b) to give notice within fifteen (15) days from receipt of renunciation notice and also sell out any stock of certified product at the plants and/or warehouses involved within the time period indicated by COTECNA;
- c) to eliminate certification- related mark(s) and/or reference from products, catalogues and documents;
- d) to pay any amount owed to COTECNA in case of withdrawal from Certification Contract;

In turn, COTECNA shall:

- aa) interrupt the inspection activity
- bb) cancel product certification from the data banks referred to in sub-paragraph 4 above;

whenever considered necessary or fit, COTECNA shall also:

- cc) Request Licensee to change type reference or model number of product in respect of which notice of certification renunciation has been given whenever relative production is still in progress.

Should Licensee not comply with the requests referred to in cc) above, COTECNA shall publicize as considered necessary or fit the presence on the market of the product for which Licensee does no longer hold any clarification.

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- 19)** – The **open-ended contract** of which the present Rules shall be considered part and parcel, shall be stipulated as from the **date of acceptance** of COTECNA quotation on the part of Applicant and/or from the date of the first **application for product certification**.
- 20)** – Applicant shall be entitled to withdraw from the stipulated contract by giving at least fifteen (15) days advance notice by registered letter with advice of receipt or any other means considered valid pursuant to the provisions of the law.
- 21)** – Licensee shall be entitled to withdraw from the Contract by giving fifteen (15) days advance notice by registered letter with advice of receipt or any other means considered valid pursuant to the provisions of the law, as from date of invoice of maintenance fees indicated in the COTECNA Scale of Fees.
Withdrawal on the part of licensee shall imply contextual and automatic renunciation to certification for all certified products.
- 22)** – Should Licensee withdraw from contract as referred to in sub-paragraph **21** any and all provisions of the present rules considered functional for maintaining products in compliance with the standards or technical specifications of reference shall continue to be valid for the remaining period in which contract shall be effective. In particular, COTECNA shall be entitled to carry out inspections and obtain information in case of suspected non-conformity of certified products. During said period, Licensee shall be obliged to pay COTECNA any amount due by way of remuneration of the activities carried out until the effective date of withdrawal.
- 23)** - If the certification is reinstated after suspension, all the needed modification to formal certification documents, public information, authorizations for use of marks etc shall be done in database upon successfully fulfilling the reinstatement requirement. If the certification to reduce the scope of certification is made as a condition of reinstatement the database shall be re-verified and necessary modification shall be done in the scope and same shall be communicated on required platforms.