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1. SCOPE AND FIELD OF APPLICATION

UNAVIAcert is an accredited certification body belonging to the KIWA group. The certification activity is carried out in accordance with international rules both for accreditation and with reference to the business sectors determined on the basis of the customer Organisations' types of products/services.

This document aims at contractually regulating the Quality Management Systems certification service provided by UNAVIAcert according to ISO 9001 and applicable national or international rules.

UNAVIAcert will not and cannot assume any obligation about the positive outcome of the surveillance audits carried out for the purpose of issuing/maintaining a certificate.

Any form of consulting to the customer by UNAVIAcert, which may nullify the nature of independence of the assessment carried out, is expressly excluded by the subject of this contract.

UNAVIAcert audits and the relevant certificates concern only the conformity of the management system with the reference requirements specifically mentioned in the certificate.

This assessment, therefore, does not guarantee compliance with mandatory requirements, a burden which is specifically relevant to the Customer.

The Customer has the duty of ensuring compliance of the assessment subject with applicable requirements, prior to making it available to the market.

The Customer is therefore solely responsible, both towards itself and towards third parties, for the legislative requirements related to the design, construction and operation of the activities being assessed. It remains likewise personally responsible for the obligations arising from conducting professional activities, and for any contractual fulfilment entered into with its customers.

2. REQUIREMENTS WITH RESPECT TO WHICH ASSESSMENT IS REQUIRED

UNI EN ISO 9001:2008 (and following rev.) Quality Management Systems Requirements.

The provisions listed in the standard are all to be considered binding and applicable unless, exclusively within the scope of point 7 of the standard, provisions exist relating to management elements not relevant to the nature of the customer's business.

3. DEFINITIONS

Audit¹: Systematic, independent and documented process for obtaining evidence of the audit and assessing it objectively in order to determine the extent to which the policies, procedures or requirements used as references have been met.

Findings: results obtained by UNAVIAcert during the audits performed on the Organisation and formalised in its audit reports. Findings can be classified in

- Non-Conformities (major or minor);
- Observations/Elements of improvement

UNAVIAcert classifies findings in Non-Conformities (major or minor) or Observations/Elements of improvement. The corresponding definitions are as follows.

Non-Conformity: failure to meet a requirement.

¹ From the UNI EN ISO 19011 standard

Major Non-Conformity: deviation or total lack of compliance with requirements, found on the basis of objective evidence, as a result of audits.

Minor Non-Conformity: deviation or partial lack of compliance with essential requirements, found on the basis of objective evidence, as a result of audits.

Elements of improvement/Observations: anything not covered by non-conformity definitions and constituting a possible improvement of the effectiveness of the solutions adopted by the customer, to achieve compliance with the essential requirements and prevent deviations.

An element of improvement can also be generated by the absence of objective evidence on the failure to meet a requirement, which can potentially become a Non-Conformity.

Corrective Action: an action taken to eliminate a Non-Conformity and the root cause that created it which includes, at least, the correction/containment of the Non-Conformity, so as to prevent the recurrence thereof; root-cause analysis and corrective actions plan, including the completion date for their eventual eradication.

4. SERVICE ACTIVATION

The activation modes of the certification service include:

1. request for quotation to UNAVIAcert, which specifies the type of service as well as the reference requirements (standards, technical documents, etc.);
2. formal acceptance of the contractual documents that the customer agrees to comply with, consisting of this document, a quotation and any specific regulations. UNAVIAcert will notify the Customer of all subsequent amendments to the contract documents. However, it is the customer's responsibility to always have the latest version of these documents available by downloading them from UNAVIAcert website: www.unaviacert.it (for changes to the contract, refer to par. 15).
3. submission of the appropriate forms filled in and the documents and information required therein; such forms are made available by UNAVIAcert when submitting the contract, or at the latest upon its acceptance.

Upon receipt of these documents, UNAVIAcert examines the data provided to make sure that:

- the requirements for the provision of the service requested have been clearly defined, documented and understood by both parties;
- UNAVIAcert is able to perform the required tasks;
- the data and documents required have been provided in full;
- there are no differences compared to the data provided in the request for quotation.

After successfully completing the previous examination, UNAVIAcert assigns the customer a work order number with a formal notification. In case of a negative result, UNAVIAcert is entitled to request all necessary additions or modifications before formally starting the process, or to notify the inability to start it, stating the reasons to the customer Organisation.

After starting the process, in cases where, in the course of conformity assessment activities, changes with respect to the conditions declared by the Organisation (and under which the quotation was issued and the contract entered into), UNAVIAcert reserves the right to amend the contract terms. The customer is entitled not to accept the new conditions, but shall pay UNAVIAcert the consideration for the services rendered up to that point.

5. DESCRIPTION OF THE SERVICE

5.1 General Requirements

The certification activity is scheduled by UNAVIAcert, depending on various factors such as:

- ♦ requests and needs of the customer, regarding the service requested;
- ♦ reference requirements;
- ♦ nature and extent of the activities covered by this contract.

Based on these factors, UNAVIAcert determines the audit plan, i.e. the extent of the assessment activities; how they will develop throughout the duration of the contract; their contents, their frequency, as well as the number, skills and roles of the personnel to be employed for carrying out the assessment activities (Composition of the Assessment Team).

This plan follows the requirements specified in the quotation, and is binding for the purpose of properly and completely delivering the requested service.

Participation in audit activities for people not included in the Organisation's personnel (such as consultants) is permitted only with the role of "observer".

The Organisation may express reservations for findings emerged during audits; the Assessment Team is required to register those reserves in the audit report for them to be assessed by UNAVIAcert.

UNAVIAcert will not proceed to include the Organisation's stages or processes that have not been previously audited on-site in the scope of certification.

On the basis of the guidance in the Audit Reports (countersigned by the representative of the Organization), related to significant changes in the management system, within the Organization, the context in which the reference system operates (eg. Legal changes) and / or the number of personnel involved, UNAVIAcert reserves the right to change the contract terms for the subsequent audits (eg as a result of need for change in the duration of the audit), communication with the Organization.

5.2 Preliminary audit

Upon request of the Organisation, after activating the service, it is possible to perform a preliminary audit (optional audit), with the aim of assessing the adequacy of the Quality Management System, with respect to the reference standard, for the products/services for which a certification is required. The results of this assessment are only expressed in terms of non-conformities, do not involve notifying UNAVIAcert the corrective actions to be taken, and are not subject to analysis for the certification to be issued.

5.3 Initial certification audit

The initial certification audit is conducted in two stages: Stage 1 and Stage 2.

5.3.1 Stage 1

At least part of Stage 1 is normally performed at the headquarters of the customer Organisation where the activities subject to certification take place, and begins with reviewing the documents of the Quality System (or its completion).

In addition to what is contemplated by the standard, the Quality Manual must contain a sufficiently detailed description of the responsibilities, methods and records in place for managing the Organisation's processes as well as how the customer ensures compliance with the requirements of the reference standard. The document must also report any exclusion of the standard requirements (only under point 7), clearly specified and justified.

The Stage 1 audit is performed with the aim of:

- auditing the documentation of the Customer Organisation's management system;
- assessing the location and the customer's site-specific conditions and undertaking an exchange of information with the customer's personnel in order to determine the level of preparation for the Stage 2 audit;
- reviewing the customer's status and understanding of the standard requirements, with particular reference to identifying key performances or the significant aspects, processes, objectives and functioning of the management system subject to certification;
- collecting the necessary information regarding the scope of certification, the processes and localisation of the customer, including relevant legal and regulatory aspects, as well as compliance with them (e.g. quality, legal aspects related to the customer's business, associated risks, etc.);
- reviewing the allocation of resources for Stage 2 and agreeing Stage 2 details with the customer;
- focusing on the planning of Stage 2 by acquiring sufficient knowledge of the management system and activities of the customer site, with reference to any significant aspects;
- obtaining information/areas/properties subject to special access/confidentiality restrictions by the Customer;
- obtaining information on restrictions on the import or export of products/information and related controls/authorisations from the authorities (e.g.: government regulations for traffic/export of weapons or dangerous materials);
- assessing whether the internal audits and the review to be carried out by management have been planned and are being implemented according to the intended plan, as well as ensuring that the level of implementation of the management system provides evidence that the customer is ready for the Stage 2 audit.

The summary report of Stage 1 is issued and provided to the Organisation at the end of Stage 1.

The Customer is obliged to make the necessary modifications or additions according to the result of Stage 1. UNAVIAcert may require the modified documents to be subjected to another analysis before proceeding with subsequent activities.

The customer must keep a copy for UNAVIAcert following a controlled update of the Quality Manual, making it available upon request throughout the validity of the assessment contract with UNAVIAcert and during the assessment activities.

If the customer Organisation does not receive any notification within 30 working days from completion of the audit, or in case of receipt of the stage 2 audit notification by UNAVIAcert, the audit report can be automatically confirmed. On the other hand, if an in-house analysis is carried out and UNAVIAcert deems it appropriate to modify the contents of the report, this shall be formally communicated to the Company, thereby providing an explanation for each modification and guidelines regarding subsequent action.

In the case of major non-conformities, the Organisation must provide UNAVIAcert with a proposal for corrective treatments and actions; in any case, major non-conformities must be resolved before the next stage.

For all possible reported minor non-conformities, the Organisation shall analyse and formalise the causes

that have generated them, and formally define appropriate corrective treatments and actions. The evidence concerning closure of the minor non-conformities will be assessed by UNAVIAcert at the subsequent audit.

UNAVIACERT reserves the right to ask for the treatment and corrective action plan, even in the case of minor non-conformities, according to the type and number of non-conformities and the overall results of the audit.

5.3.2 Stage 2

The Stage 2 Audit is always carried out in the places where the activities subject to certification are performed.

This audit applies to all the standard requirements and all the products/services and sites subject to certification.

Stage 2 is planned at a distance of time from Stage 1, such as to allow the Organisation to solve the findings that emerged in Stage 1 and UNAVIAcert to correctly plan Stage 2.

The resolution of possible findings reported in Stage 1 is assessed at the beginning of Stage 2. Failure to resolve any major non-conformity prevents the certification from being issued. Any unresolved minor non-conformity is reported so in the audit report.

The purpose of Stage 2 is to assess the implementation as well as the effectiveness of the customer's Management System. This audit must cover at least the following:

- the information and evidence concerning compliance with all the requirements of the standard;
- monitoring, measuring, reporting and reviewing the performance with reference to the relative fundamental objectives and targets (consistently with the expectations of the standard);
- the customer system and performance with regards to legal compliance;
- keeping under control the customer processes;
- internal audits and reviews implemented by Management;
- Management's responsibility for the customer policies;
- the connection between regulatory requirements, policies, objectives and performance targets (consistently with the expectations of the standard), all the applicable legal requirements, responsibilities, personnel competency, activities, procedures, performance data, as well as the results and conclusions of internal audits;
- the assessment of the closure of any findings that emerged in Stage 1.

At the end of the audit, the UNAVIAcert Assessment Team leaves a copy of the audit report with the customer, who must sign it. The audit report is submitted to UNAVIAcert for analysis and internal approval for the subsequent positive or negative certification decision.

For any Non conformities found in Stage 2, the Organisation must send UNAVIAcert, on the relevant forms, its proposal for making the corrections and taking the corrective actions agreed (along with an analysis and formalisation of the causes that generated them), with a timescale for implementation.

The file cannot be analysed for deliberation until the resolution and corrective actions proposed for major non-conformities have been received. Moreover, before issuing the certification, the resolution of all major non-conformities must be checked according to the assessment procedures established by UNAVIAcert (audit at the customer's premises and/or through documentary evidence). This assessment must be made no later than six months from the Stage 2 audit, otherwise, a full reassessment of the management system will be necessary.

In the case of a multi-site Organisation, should the Organisation have already proceeded in the past period to possibly close the anomalies resulting from each of the sites previously visited, the AT will consider the validity of the closing criteria adopted in relation to their effectiveness, recording the relevant results in the audit report.

The maximum time that can elapse between Stage 1 and Stage 2 will be established by UNAVIAcert and must be such as to ensure that the results of Stage 1 remain valid, so that the system, Organisation, and regulatory and legislative environment do not undergo significant changes between the two stages.

The period of validity of the Certificate is three years from the date of issue or last reissue.

5.4 Surveillance Audits

Surveillance audits are performed annually, usually at intervals of 12 months from the previous surveillance audit². They are always carried out in the places where the activities subject to certification are performed.

In surveillance audits, the System is generally subjected to a partial review with respect to the initial visit, while guaranteeing a complete reassessment of all requirements during a three-year cycle.

During surveillance audits, the assessment of the resolution of the non-conformities emerged in previous audits, as well as the assessment of the implementation and effectiveness of consequent corrective actions is ensured.

At the end of the audit, the UNAVIAcert Audit Team leaves a copy of the audit report with the customer, who must sign it.

If within 30 working days from completion of the audit, the customer receives no notification from UNAVIAcert, the audit report can be considered automatically confirmed. On the other hand, if an in-house analysis is carried out and UNAVIAcert deems it appropriate to modify the contents of the report, this shall be formally communicated to the Organisation, thereby providing an explanation for each change made and guidelines regarding subsequent actions.

In the event of Non conformities, the Organisation must send UNAVIAcert, within 20 working days and on the relevant forms, its proposal for the treatment and taking the corrective actions agreed (along with an analysis and formalisation of the causes that generated them), with a timescale for implementation. If within 30 working days of sending this the Organisation has not received any communication, it may consider automatically accepted the treatments and the plan of action set out.

In the case of major non-conformities UNAVIAcert shall notify to the Organisation of the subsequent actions: audit at the customer's premises and/or audit through documental evidence. This audit shall be carried out no later than 6 months from the previous one (UNAVIAcert may establish shorter times based on the severity and number of reported non-conformities).

Upon expiry of the allowed maximum terms, depending on the seriousness of the findings, UNAVIAcert may determine the certification suspension, or the contract revocation and subsequent termination.

Surveillance activities, in addition to on-site audits, may also include other monitoring forms, such as:

- a) requests to the certified customer about issues relevant to certification;
- b) review of the customer's statements regarding its activities (e.g. promotional materials, website);
- c) requests to the customer to provide documents and records (on paper or electronic media).

Other monitoring forms can be applied by UNAVIAcert, depending on external information, outcome of the audits, input by the Accreditation Body, etc.

² The date of the first surveillance audit following Stage 2 should not exceed 12 months from the last day of Stage 2.

The postponement of an already scheduled and agreed Audit, for reasons attributable to the Organisation, must be notified to UNAVIAcert at least 30 days before the scheduled date, otherwise a penalty of 50% of the cost involved will be invoiced, along with any expenses incurred.

Carrying out the Surveillance Audits prescribed in the certification cycle is conditional upon the Organisation being up to date with payments for all previous services supplied.

5.5 Renewal Audits

By the third year from Stage 2 completion date, UNAVIAcert performs an Audit aimed at the general review of the management system, the analysis of its effectiveness and its performance during the certification period, also including the previous surveillance audit reports. For this purpose, the audit applies to all the standard requirements and all the products/services subject to certification. It is always carried out in the places where the activities subject to certification are performed.

Renewal is usually planned and conducted at least 3 months prior to expiry of the certification validity.

UNAVIAcert decides whether to renew the certification based on the results of the renewal audit, the results of the performance review of the entire system during the certification period, and the complaints received by the users of the certification.

The renewal audit may be preceded (at UNAVIAcert's discretion) by a Stage 1 audit, if significant changes to the Management System or the legislative/regulatory environment have occurred. This audit will be handled as specified in par. 5.3.1.

The renewal audit is carried out in a manner quite similar to that of the certification.

The audit results are managed in the same manner as that described in par. 5.4.

In the event that major non-conformities have been detected, if it is not possible to check their resolution upon expiry of the certificate, UNAVIAcert shall decide for the certification suspension or, in more serious cases, contract withdrawal and subsequent termination.

The renewal audit date cannot be shifted beyond the certificate expiry date. Following the renewal, the three-year validity of the certificate of conformity is updated.

Carrying out the Renewal Audit is conditional upon the Organisation being up to date with payments for all previous services supplied.

The postponement of an already scheduled and agreed Renewal Audit, for reasons attributable to the Organisation, must be notified to UNAVIAcert at least 30 days before the scheduled date, otherwise a penalty of 50% of the cost involved will be invoiced, as well as any expenses incurred.

5.6 Audits with little prior notification

UNAVIAcert reserves the right to carry out Audits with little prior notification (5 working days from the date set for the Audit) following reports, complaints or failure to communicate modifications that are of such importance and significance to give rise to serious doubts regarding the Management System's lack of conformity with the system requirements and/or these regulations. Such Audits, paid for by the

client Organisation, do not substitute or modify the process and frequency of the periodic Surveillance Audits.

Given the short prior notification and the impossibility of the Organisation to refuse the inspectors sent by UNAVIAcert, the utmost care will be taken when selecting the Audit Team.

6. SUSPENSION, REVOCATION OR REDUCTION OF CERTIFICATION

6.1 General Requirements

The Certification can be suspended, revoked or reduced:

- Upon request of the customer Organisation;
- as decided by UNAVIAcert, in the case of: the customer failing to comply with the contract terms, reference requirements, financial conditions agreed upon with UNAVIAcert, or the contractual term variations implemented without the approval of UNAVIAcert.

UNAVIAcert reserves the right to notify the suspension, revocation or reduction to the Accreditation Bodies and/or third parties who request this, as well as to publish the information on its website.

6.2 Suspension

Except for exceptional cases, the period of suspension cannot last more than six months, otherwise the contract will be terminated.

Any derogation from this term should be permitted only in exceptional cases. Such situations, considered exceptional, will be carefully assessed by UNAVIAcert according to the criteria established by the Accreditation Bodies. UNAVIAcert Management reserves, however, the right to involve ACCREDIA and CIS, depending on the specific situations that may be created.

During the suspension period, the customer Organisation loses the right to use UNAVIAcert Certification Trademark and the certificate; it must also stop all advertising forms that contain any reference to the certification and is deleted from the lists of certified Organisations.

The conditions for restoring the suspended certification (including the necessary audit activities) will be established by UNAVIAcert based on the reasons that led to the suspension and the duration of the suspension.

If the customer Organisation fails to implement the actions indicated by UNAVIAcert in order to restore the suspended certification, the contract will cease to be valid and the certification will be revoked, namely, where possible, the field of application will be reduced.

6.3 Reduction

The reduction in certification requires a new certificate to be issued, thereby indicating the scope for which certification has remained valid, and the withdrawal of the previous certificate. The customer Organisation must also promptly adapt all forms of communication and advertising regarding the certification to reflect the new reduced scope.

6.4 Revocation

Following the revocation of certification, the customer Organisation loses the right to use the UNAVIAcert Certification Trademark and the certificate; it must also stop all advertising forms that contain any reference to the certification and is deleted from the lists of certified organisations.

In case of serious irregularities by the Organisation, the Certificate can be withdrawn without prior application of the suspension stage; the contract shall be deemed terminated, with the right of recourse by UNAVIAcert, for any economic aspects not yet fulfilled.

7. UNAVIAcert COMMITMENTS AND CUSTOMER GUARANTEES

UNAVIAcert undertakes to perform the service described in this contract and in the customised quotation with diligence and professionalism.

UNAVIAcert provides adequate resources for the fulfilment of this contract and is committed to operating in accordance with the principles of *independence, impartiality and confidentiality*.

1. *independence*: UNAVIAcert guarantees that its organisational structure and the people in charge of assessment activities (both internal and external) act in such a way as to ensure independent judgement with respect to the tasks assigned. The Organisation has the right to reject the designation of the names making up the Assessment Team or even require basic information about each member of the audit team. UNAVIAcert agrees to accept any motivated reports from the customer, relating to the existence of task incompatibility, which could undermine the principle of independence or impartiality in the assessment.
2. *impartiality*: UNAVIAcert guarantees that its organisational structure and the people in charge of assessment activities (both internal and external) act in such a way as to ensure fair judgement. Impartiality is also guaranteed thanks to the involvement of appropriate bodies to monitor UNAVIAcert service delivery methods. All internal and external personnel also subscribe a specific declaration of commitment to confidentiality and impartiality. Said personnel are asked to report any known situation that may constitute a conflict of interest for themselves or UNAVIAcert;
3. *confidentiality*: all acts (documentation, letters, notifications, etc.) relating to the activities covered by this contract shall be considered confidential. Access and consultation of the documents produced are available only to UNAVIAcert personnel (both internal and external) involved in the activities covered by this contract. The information on a product, process, service, person or Organisation shall not be disclosed to third parties without first obtaining written consent of the customer; UNAVIAcert will provide such information only if it is required by accreditation and control bodies, or judicial authorities. In the latter case, UNAVIAcert will inform the customer (unless otherwise ordered by the judicial authorities). For this purpose UNAVIAcert implements special procedures and instruments to ensure the above in case both internal and external resources are used. UNAVIAcert shall make the information concerning the certification status (validity, suspension, waiver or revocation) public through its list of certified Organisations, also available on UNAVIAcert's website. UNAVIAcert shall communicate the certification status to the accreditation bodies and third parties requesting them. Accreditation bodies maintain similar management rights for the data provided by UNAVIAcert (treatment and publishing lists of certified organisations) and guarantee the same confidentiality requirements described above.

UNAVIAcert undertakes to inform the customer of any waiver, suspension or revocation of accreditation (in the case of services covered by accreditation), as well as to support the customer in the transition phase to another accredited Body; in such cases, however, UNAVIAcert is in no way responsible for any damage caused to the customer by the waiver, suspension or revocation of accreditation; in these

cases, the customer has the right to waive the contractual relationship with UNAVIAcert, without notice and additional charges.

UNAVIAcert ensures adequate insurance coverage concerning the risks for the customer arising from its activities.

8. ORGANISATION COMMITMENTS

Throughout the period of validity of the certificate, the customer undertakes to fulfil the following requirements:

1. upon acceptance of the contract, the customer must have already previously ascertained the compliance of the management system with the requirements of the reference standard (par. 2). The customer shall attest this assessment with UNAVIAcert, declaring its commitment to maintaining, for the entire duration of the contract, the already established compliance; it also agrees to continue to comply with the reference documentary and operational requirements over the entire term of this contract and of the certificate;
2. accept, without additional cost to the organisation, the presence of:
 - UNAVIAcert training assessors;
 - UNAVIAcert assessors as observers with the aim of performing on-site monitoring activities of the correctness of the assessments and the service provided to customers.
 - assessors of the accreditation body, as observers, who will be notified by UNAVIAcert with clear explanations on the roles. This presence is intended to ensure that the methods applied by UNAVIAcert comply with the requirements for accreditation;

The Organisation has the obligation of providing UNAVIAcert in advance with information/areas/properties subject to special restrictions on access/confidentiality, so that this information can be taken over by UNAVIAcert and be previously transmitted by UNAVIAcert to the evaluators of the accreditation body. Any reservations about the names of the proposed observers can be expressed by the Organisation only on the basis of motivated and documented conflicts of interest, immediately in response to the communication of the above observers' intervention. The Organisation, in case of inconsistency of the reasons and documentation produced, may not reject such requests, penalty the risk of losing the accreditation of its certification.

3. providing any available information/documents that UNAVIAcert may require about issues relevant to the subject of the contract, and still notify UNAVIAcert in advance and formally, of all the changes that significantly affect compliance with the reference requirements on the basis of which certification has been issued. These changes may include:
 - a. legal, commercial, organisational or property aspects;
 - b. organisation and management (e.g. managers with key roles, decision-making personnel or technical personnel);
 - c. contact addresses and sites (e.g. transfers of businesses or premises);
 - d. scope of the activities subject to certification;
 - e. significant changes to the organisation or processes (including changes in the number of employees);
 - f. adoption of additional and/or different regulations taken as a basis for the operability of one's system.

In these cases, the customer agrees to accept UNAVIAcert's resulting decisions about the necessary information, or any additional assessments which may be carried out at UNAVIAcert's headquarters

- or at the customer's premises.
4. accept the results of the audit and UNAVIAcert's resulting decisions, and strive to address the non-conformities emerged in the course of the audits, according to the time and manner agreed;
 5. grant UNAVIAcert personnel (internal and external) access to significant documents and information³, to allow activity planning and the proper conduct of the service on time, in the manner and contents specified in the official notifications; and ensure completeness and accuracy of the documents and information provided. UNAVIAcert is explicitly exempted from any liability in case of missing or incomplete data communications, as well as non-compliance thereof with the actual situation;
 6. allow UNAVIAcert personnel safe access to all places where activities take place or there are documents and/or infrastructures relevant to the assessments to be carried out; with reference to this, under the existing legislation on safety and accident prevention at work, the customer must be committed to providing complete and detailed UNAVIAcert disclosures relating to specific risks existing in the work environment, in which UNAVIAcert personnel is intended to operate. The customer must also commit to promoting cooperation and coordination through the person in charge thereof with a view to implementing the measures and interventions to protect and prevent against occupational risks, which affect the work of UNAVIAcert and require the protection of both the workers and all other subjects that operate, or otherwise are present, in the same work environment;
 7. Immediately notify UNAVIAcert of all abnormal situations, as detected by the control authorities, as well as any legal proceedings, suspension or revocation of permits, concessions, etc., regarding the object of this contract, subject to the limits imposed by the law, and keep UNAVIAcert informed on the developments of said proceedings; in these cases, the customer agrees to accept UNAVIAcert's resulting decisions about the necessary information, or additional assessments, which can be carried out at the UNAVIAcert's headquarters or at the customer's premises;
 8. allow for the conduct of supplementary audits with respect to those contractually provided if it is necessary to check the resolution of non-conformities in terms of their severity and/or high number; if it is necessary to undertake investigations as a result of the information and/or complaints received by UNAVIAcert; if there is a request from the accreditation body (for services covered by accreditation) as a result of the information and/or complaints received by the body related to the activities covered by the contract, which may call into question the compliance with reference requirements. The operating procedures for the management of such audits will be the same as those specified in the preceding paragraphs and pertaining to the certification maintenance activity. These additional assessments shall be borne by the customer;
 9. allow UNAVIAcert to carry out evaluation activities at short notice, for example, to investigate complaints, or as a result of changes or consequent action against customers whose certification has been suspended. In such cases UNAVIAcert is committed to: describing and making the conditions under which these visits are carried out known to customers at short notice, taking particular care in the designation of the audit team (due to lack of opportunity, from the customer, to object on the members of the audit team);
 10. complying with the requirements specified in this contract and informing of the fallout of its contents all personnel who work in jobs that are related to the requirements indicated, and any customer who requests this, allowing them to access them;
 11. not using the certificate, logo or other form of communication with respect thereto, in such a way as to

³ this shall include balance sheet data for assessing consistency between the declared efforts for the improvement of the system and the amount actually budgeted in economic terms

discredit or generate loss of confidence towards UNAVIAcert and/or certification service considered, and complying with UNAVIAcert requirements when referring to the compliance status in external and/or internal communications, brochures, advertisements or other documents.

The customer agrees that in the event of damage to third parties caused by its activities, or its products/services or professional services, no responsibility can be attributed to UNAVIAcert.

9. APPEALS AND COMPLAINTS

9.1 General Requirements

The process of handling complaints and appeals is subject to confidentiality requirements, both for the person who has lodged the complaint or appeal, and with reference to the contents of the complaint or appeal.

9.2 Complaints

The customer Organisation can lodge complaints relating to UNAVIAcert work.

These are analysed under the responsibility of UNAVIAcert General Management by identifying the possible actions to be taken for their management and resolution. Within 7 working days from receipt, UNAVIAcert notifies the claimant that the complaint has been received and is being handled by UNAVIAcert.

Any corrective actions required for handling the complaint must be defined within 30 days from the date of receipt of the complaint;

If UNAVIAcert decides to conduct an audit at short notice at the customer Organisation premises, this must be completed within 90 days from the date of receipt of the complaint;

9.3 Appeals

If the claimant is not satisfied with the response received, he can present an appeal in writing directing the appeal to the Chairman of the Committee for Safeguarding UNAVIAcert

The petitioner must state the grounds for his appeal and, where the appeal refers to a decision made by UNAVIAcert (e.g. the expression of a Major non-conformity), it must be presented to UNAVIAcert within 10 calendar days of the decision being communicated.

Chairman of the Committee for Safeguarding UNAVIAcert will give the petitioner a written reply and will give notification of any actions to be taken within 30 days of the date of receiving the appeal. Any expenses incurred for dealing with the appeal will be borne by the unsuccessful party.

9.4 Disputes

Should the outcome of the appeal not be accepted by the petitioner, the ensuing dispute will be submitted to a panel made up of one representative for UNAVIAcert, one representative for the petitioner and one representative to act as Chairperson, appointed by the two parties in order to review the appeal and find a mutually acceptable conclusion to the dispute.

If the dispute cannot be resolved in a friendly manner, the dispute may be settled by the decision of a Sole Arbitrator, to be appointed in conformity with the Regulations of the Bologna Chamber of Arbitration. The parties expressly declare that they know and accept the aforementioned Arbitration Regulations.

The Sole Arbitrator decides according to standard procedures and fairness, following the mandatory rules of the Code of Civil Procedure. The expenses will be borne by the unsuccessful party.

10. USE OF THE TRADEMARK

10.1 Use of the trademark and certificate of conformity

The UNAVIAcert Trademark of Certification reproduces the KIWA group logo. The customer with a Management System certified by UNAVIAcert can use UNAVIAcert Trademark (registered trademark) in one of the two versions as shown in figures 1 or 2.

The trademark in figure 2 can be used only for certification activities under the control of the Accreditation Body. The two trademarks - the Accreditation Body Trademark and the UNAVIAcert Trademark - should only be used together. Figure 2 shows an example of application. The minimum heights indicated will relate to the "M" value to keep the trademarks proportionate.



Fig. 1

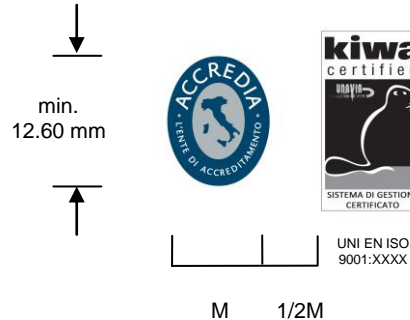


Fig. 2

Note for both figures:

The identifiers of the basic standard/s should be those listed in the certificate.

Note for fig. 2:

The size of the ACCREDIA trademark must not exceed those of the UNAVIAcert trademark.

The use of the ACCREDIA Accreditation Body trademark is regulated by ACCREDIA RG 09 Regulation (downloadable from www.accredia.it), to the extent not specified in this document, or in case of conflict with the same, the RG 09 shall prevail.

The UNAVIAcert certification trademark:

- a. must be used with the colours shown in fig.1 (white, black and grey in 50% black) also in negative version; alternatively to black, "KIWA bleu" may be used (PMS 2945).
- b. must be used on a white or transparent background;
- c. must be shown together with the logo and/or name of the certified Organisation;
- d. must be shown together with the standard, mentioned with the year of edition;
- e. must be used in order to prevent the Management System certification being attributable to essential requirements other than those for which the assessment was carried out; for example, the management system qualification must not be used so it cannot be mistaken for product certification, therefore the trademark may not be applied on products or their packaging;

- f. must be used only with reference to the products/services/sites, subject to the certification granted (shown on the certificate);
- g. may be enlarged or reduced, as long as the proportions in fig. 1 or 2 (as applicable) are assured, but must always allow the words and numbers inside the trademark to be read;
- h. can be applied on product transport/handling systems provided it is combined with the logo/name of the certified Organisation. If the combined trademark is used (fig. 2), a phrase such as "Organisation *with Management System Certified by UNAVIAcert in accordance with XXX:XXXX*" (or similar)
- i. It can be used on the business cards of the staff of the certified Organisation, but absolutely without the Accreditation Body mark;
- j. to advertise the certification, ensuring compliance with the above, and avoiding providing any information which may lead to confusion or misunderstanding on the part of its customers and end users, the customer may use words such as: "*Organisation with Management System Certified by UNAVIAcert in accordance with UNI EN ISO 9001:XXXX*". This wording may also be shown on products and their packaging.

The trademark can be used in colour, in which case the colours of the trademark itself will have to be respected, or in monochrome version (in any colour). These requirements also apply in case of using transferable trademarks (e.g. stickers). The customer must inform the personnel that may use the trade mark of the above requirements. The certificates of conformity issued by UNAVIAcert may be reproduced (even in colour), as long as the original is wholly reproduced.

UNAVIAcert performs a constant control, even on the occasion of surveillance audits, on compliance with the requirements laid down in this Regulation by the certified Organisations. UNAVIAcert considers the use of the Trademark and certification improper if they are likely to deceive or cause confusion in the technical or commercial/promotional information recipients. In particular, the use of the Trademark or certification is considered improper when the Certificate:

- has not yet been granted or has been revoked;
- is used or advertised by the Organisation, together with the UNAVIAcert Trademark outside the scope of applicability of the certification;
- has been made void by the Organisation;
- is used in a manner different from that specified in this Regulation.

Should UNAVIAcert establish a misuse of its Trademark or certification, it will take all the initiatives and measures to discontinue use of the trademark and safeguard its interests (warning, suspension or revocation of the certification, lawsuits), and aim at obtaining compensation for all damage that has been suffered and may be suffered in the future.

10.2 Effects of the expiry of the certification contract

Upon expiration of the certification contract (due to revocation by UNAVIAcert or waiver by the Organisation), the Organisation must immediately suspend use of the trademark and issuance of information about the ceased certification.

11. TERMINATING THE CONTRACT

The content of the General Terms and Conditions shall apply with the following specific conditions:

- This contract has full force of the law between the parties, can only be dissolved by mutual consent (or for causes provided for by law) and is of indefinite duration. The indefinite duration of the contract justifies the right of a party to terminate it with a minimum notice of three months.
- The certificate will not lose effectiveness until the end of the quarterly period of notice, provided the management system still complies with the reference requirements.
- in the event that the Organisation wishes to terminate the contract, unilateral termination during the period the Certification is in force requires a notification of 3 months prior to the scheduled Audit. For prior notification of less than three months and greater than two weeks the client must pay 50% of the cost for the instalment scheduled for the subsequent activity as agreed in the contract. For periods of prior notification of less than two weeks the conditions specified in the General Terms and Conditions shall apply.
- UNAVIAcert will issue an invoice for the expenses of closing the certification file, in accordance with the content of the last valid quotation.

In this case, however, in the period of notice, UNAVIAcert may exercise all the powers and faculties (including sanctions) pertaining to the function performed in the audit plan. The activities performed by UNAVIAcert while executing its own prerogatives and powers will have fees equal to those contractually fixed.

Upon expiration of the period of three months' notice, the certificate will lose its validity and must be returned to UNAVIAcert on request; also, the customer must immediately stop using the trade mark, must simultaneously stop using the certificate (which will in any case lose effectiveness), as well as advertising the certification itself.

12. CHANGES TO THE CONTRACT

If the customer requests a modification of the scope of activities subject to certification, it will formally communicate this request to UNAVIAcert that will notify the new technical and economic conditions.

In any case, any requests for modification of the certificate contents should be sent to UNAVIAcert in writing and in advance, at the first useful audit activity.

Following changes to the requirements of the reference standards and rules of the certification scheme, UNAVIAcert will formally notify them to the customer, who has the right to waive, within thirty days of the notification, the changes should it not intend to comply with the changes introduced. After this time, the changes will be deemed accepted.

The dates for the entry into force of the amendments are defined by UNAVIAcert, allowing customers a reasonable time to comply. UNAVIAcert will seek to ensure, subject to detailed procedures determined from time to time, depending on the extent of the changes, that each customer has performed any adjustment required.

Any costs for additional evaluation activities, resulting from changes in the law or regulations, will be charged to the customer.

In the event of a change in tariffs by UNAVIAcert, these changes are formally notified to the customer Organisations. The Organisation has the right to waive the certification within one month from the date of receipt of notice.

13. PERSONAL DATA PROCESSING

UNAVIAcert operates in full compliance with and implementation of Italian Legislative Decree no. 196 of 30 June 2003 regarding the processing of the data provided by customer Organisations. In particular, reference is made to the expressed sharing of art. 1- 12 of the above-mentioned Legislative Decree, and for greater transparency we wish to recall - included in Title II "Personal Rights" - Article 7 "Right of access to personal data and other rights" laid down by the Decree.

The full text of this article is shown in the Document "Policy statement as per Art. 13 Legislative Decree 196/03" annexed to this Contract and an integral part thereof.

The "Policy Statement" is to be taken in charge by the Organisation and stored together with the other documents mentioned in the Contract.

The owner of the data is UNAVIAcert S.r.l., located in Cadriano di Granarolo (BO), Via Cadriano 23 - 40057, as detailed in the aforementioned "Policy Statement". The acceptance of this Contract is also evidence of having read the "Policy Statement".

14. COMPETENT COURT/ARBITRATION

Any dispute regarding the application or interpretation of this contract shall be referred to a panel of three arbitrators who will judge according to law. The arbitrators will be appointed and will judge as provided in the Rules of the Arbitration Court of Bologna.

The Court of Rome has sole jurisdiction for any dispute about this arbitration clause or the appointment of the arbitrators.

ANNEX:

Policy Statement under Art. 13 of Legislative Decree no. 196/2003 regarding the protection of personal data

Dear Organisation

We wish to inform you that Legislative Decree no. 196 of 30 June 2003 ("Code regarding the protection of personal data") provides for the protection of persons and other subjects regarding personal data processing. According to said legislation, this treatment will be based on principles of correctness, lawfulness, transparency and protection of your privacy and rights.

The collection and processing of personal data has the following purposes:

- Obligations relating to the contract
- Economic/fiscal fulfilments
- Promotional information about UNAVIAcert services and the companies of the group to which UNAVIAcert belongs
- Publication of lists of companies certified by UNAVIAcert

UNAVIAcert does not use the data collected without receiving explicit consent for each purpose.

Data processing will take place in accordance with the provisions of Legislative Decree no. 196/2003 and will be done either manually or with the aid of information and communication tools. The data, in fact, will be stored either on paper or in electronic files so as to allow for the identification and selection of aggregated or specific data.

Information will be handled at each UNAVIAcert territorial location (see list of locations under www.unaviacert.it).

In any case, data processing will be strictly related to the purposes indicated and in ways that ensure data safety and confidentiality through the adoption of appropriate measures to prevent alteration, deletion, destruction, unauthorised access or treatment not allowed or conforming to collection purposes.

The data collected by UNAVIAcert will not be circulated.

UNAVIAcert may communicate the data collected only to the following subjects:

- Banks or Institutions of credit collection;
- Judicial authorities;
- Professional advisers, for performing activities related to the nature of the contact;
- Competent accreditation and control bodies/authorities.

Please send requests as per art. 7 Legislative Decree no. 196/2003 (below) to: marketing@kiwacertmet.it

UNAVIAcert S.r.l. is the owner of the data processing which is the subject of this policy statement.

The updated list of the names of the Managers and Persons in charge of data processing is available at the Owner's premises.

For UNAVIAcert S.R.L.

The Person Responsible for Processing
Giampiero Belcredi

Legislative Decree no. 196/2003, Art. 7 - Right of access to personal data and other rights

1. Subjects have the right to obtain confirmation of the existence of personal data concerning them, even if not yet recorded, and their communication in intelligible form.
2. Subjects have the right to obtain information about:
 - a) the origin of personal data;
 - b) the processing purposes and methods;
 - c) the logic applied in case of processing carried out with the help of electronic instruments;
 - d) the identity of the owner, managers and representative designated under article 5, paragraph 2;
 - e) the subjects or categories of subjects to whom personal data may be communicated, or who may become aware of them as representatives designated in the State territory, or as managers or agents.
3. The subject has the right to obtain:
 - a) the update, rectification or, when interested, the integration of data;
 - b) the cancellation, anonymisation or block of the data unlawfully processed, including data that does not need to be kept in relation to the purposes for which the data were collected or subsequently processed;
 - c) the certification that the operations in letters a) and b) have been notified, as with regards to their contents, to those to whom the data were communicated or disseminated, except where such compliance is impossible or involves the use of means manifestly disproportionate to the protected right.
4. The subject has the right to object, in whole or in part:
 - a) to the processing of personal data concerning him/her for legitimate reasons, and also for the scope of the collection;
 - b) to the processing of personal data for the purposes of sending advertising materials or direct selling or for carrying out market research or commercial communication.

Expression of consent to the processing of data pursuant to Legislative Decree. 196/2003

Pursuant to Article 13 of the Legislative Decree 196/2003, after having read the policy statement above, I give explicit consent to the processing of my personal data for:

- fulfilling contractual obligations on behalf of UNAVIAcert and companies of the KIWA group to which UNAVIAcert belongs
- receiving information material on the activities/services carried out by UNAVIAcert and other companies from the KIWA group

Any refusal to provide such data could lead to failure or partial fulfilment of the contract, or the interruption of the relationship.

SIGNATURE
