

# CERTOTTICA S.C.R.L

## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF CERTOTTICA SERVICES

### Version register

Date	Version	Description
28/01/2025	Ver. 25-01	First Edition

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## **PART ONE - THE SUBJECTS**

- 1) CERTOTTICA SCRL is a company operating in the processes of testing and issuing conformity certificates for the EC certification of personal protective equipment for the eyes, total and partial face protection and PPE in general. It is also a notified body in Brussels with identification number 2008 and authorised by the Ministry of Enterprise and the Ministry of Labour and Social Policies to issue EU type-examination certificates for individual eye, total and partial face protection devices and PPE in general. For the latter sector, it operates under the DOLOMITICERT brand, which is a Business Unit of CERTOTTICA.
- 2) The Client is normally an entrepreneur interested in the services of CERTOTTICA for the certification of one of its products or third-party products marketed by it.

## **PART TWO - SCOPE**

- 3) These General Terms and Conditions shall apply when the Parties have concluded one or more contracts for the provision of services of CERTOTTICA in return for certain prices defined in the offer of CERTOTTICA relating to the performance of tests and the issuance of test reports, as well as the issuance of certificates and/or the provision of technical/regulatory information services for optical products and/or personal protective equipment.
- 4) These General Terms and Conditions define the contractual framework within which CERTOTTICA shall perform its services in compliance with mandatory industry regulations.
- 5) Any amendments to these General Terms and Conditions that may be agreed between the Parties shall be effective only and exclusively for the individual offer and only if agreed in writing, and shall not affect the application of these General Terms and Conditions for any subsequent offers.
- 6) These General Terms and Conditions shall be deemed to be known, valid and effective in accordance with the general provisions of the Civil Code and shall remain valid until they are amended. Amendments to the General Terms and Conditions shall be announced in the manner permitted by applicable law. Any amendment of the General Terms and Conditions of Contract shall not entitle the Client to withdraw from the contract unless the Client proves that the amendment constitutes a variation of an essential element of the contract itself, for the benefit that the Client intends to derive from the service of CERTOTTICA.

### **PART THREE - SUBJECT MATTER OF THE CONTRACT**

7) These General Terms and Conditions refer to the services provided by CERTOTTICA and distinguished between:

**a. TESTS - TEST REPORTS**

CERTOTTICA SCRL is a testing laboratory for some particular categories of personal protective equipment for the eyes, total and partial face protection, and PPE in general. Most of the tests performed by CERTOTTICA's laboratories are accredited by ACCREDIA, the national accreditation body designated by the Italian government to certify that testing laboratories have all the competences to assess the conformity of products to reference standards.

**b. ISSUING CERTIFICATION CERTIFICATES**

CERTOTTICA SCRL is certified to issue CE certificates for personal protective equipment for the eyes, full and partial face protection and PPE in general.

**c. TECHNICAL AND REGULATORY INFORMATION SERVICES**

This is a technical and regulatory information service provided in the form of an annual subscription.

The Client who subscribes to the service is entitled to receive:

- Update on technical-regulatory issues
- Sending regular newsletters with regulatory and technical updates
- Free or low-cost participation in regulatory technical seminars and webinars

## **PART FOUR - GENERAL TERMS AND CONDITIONS**

### **CONCLUSION OF THE CONTRACT**

- 8) With the conclusion of the individual contracts, CERTOTTICA undertakes to pay certain prices defined in the offer of CERTOTTICA for the performance of tests and the issuance of test reports, as well as the issuance of certificates and/or the provision of technical and regulatory information services for optical products and/or personal protective equipment.
- 9) Each individual supply contract shall only be concluded upon acceptance by the Client of the offer sent by CERTOTTICA. The offer shall only be deemed accepted after the Client has sent a signed copy of it to CERTOTTICA.
- 10) Until such time as an offer is signed and received by CERTOTTICA no contract shall be deemed to have been entered into and any offer by CERTOTTICA shall be deemed to be non-binding and revocable by CERTOTTICA.
- 11) With the acceptance of the offer through its signature and transmission to CERTOTTICA by the Client, the order shall be deemed to have been completed for all purposes and the contract concluded under the specific conditions set out in the offer itself and in accordance with these General Terms and Conditions, which shall be deemed to be an integral part of the order.
- 12) Any change after the signing of the Contract requested by the Client shall not bind CERTOTTICA and shall constitute a new invitation to make a contractual proposal subject to the free choice of CERTOTTICA. Only those amendments expressly accepted in writing by both Parties shall be effective.

### **PRICES AND EXPENSES**

- 13) Prices and conditions of invoicing and payment are exclusively those stated and accepted in the offer.
- 14) Payments will be made according to the terms set out in the individual offers accepted. Any delays shall entail the application of the regulations on late commercial payments and related interest as set forth in Legislative Decree 231/02 issued in implementation of Directive 2000/35/EC.
- 15) Any additional costs (shipping, customs, etc.) are borne by the Client and are regulated within the individual offers.

16) In the case of orders from a new Client, payment for the entire service must be made in full in advance and activities will commence after receipt of payment.

### **VALIDITY OF OFFERS**

17) Offers are valid for 60 days from the date of issue, unless otherwise agreed between the Parties, to be settled directly within each offer.

18) Offers may be revised according to the samples tested or changes in legislation.

19) CERTOTTICA is committed to guaranteeing the confidentiality of all information and documents acquired (Know-how) or otherwise coming to its knowledge, relating to the organisation or products of the Client, and has required the signing of a specific confidentiality commitment by all personnel involved in testing and certification activities. Furthermore, a specific code of ethics has been established at CERTOTTICA to safeguard the Client. The commitment shall only be waived in the event of legal obligations.

### **CONTROVERSIES**

20) This contract and the related relationship shall be governed exclusively by Italian law. In the event of disputes arising from facts or circumstances connected with the application of this contract, the place of jurisdiction shall be the town of Belluno (Italy).

## **PART FIVE - TESTING AND ISSUING OF TEST REPORTS**

21) Services related to testing and the issuing of test reports are subject to the following General Terms and Conditions:

- i. CERTOTTICA shall commence testing only after receiving the offer countersigned for acceptance.
- ii. If indistinguishable samples are received for testing, no preliminary sampling is performed by CERTOTTICA, but the samples to be tested are taken at random.
- iii. CERTOTTICA is exclusively liable for the results contained in the test reports, limited to the tested samples.
- iv. Test reports are issued in English. The issuing of reports also in Italian must be explicitly requested by the Client and will have an additional cost indicated in the specific commercial offer.
- v. In the case of the presentation of results in foreign languages (other than English), the laboratory is in any case obliged to issue a bilingual (Italian-foreign language or English-foreign language) test report. In the event that a translation of a test report is requested by the Client from the laboratory after it has been issued, the laboratory must include a clear reference to the test report issued in the original language in the translated report.
- vi. In the case of test reports issued in languages other than Italian or English, the cost of translation is invoiced to the Client. The cost is evaluated on a case-by-case basis in the individual commercial offer depending on the request made.
- vii. The original version of the test reports is sent in digitally signed pdf format.
- viii. Test reports may not be reproduced in part without written authorisation from CERTOTTICA.
- ix. The test reports, as well as the logos and names of CERTOTTICA and/or DOLOMITICERT, may not be used by the Client for promotional purposes and in any form of advertising (brochures, website, price lists, information note, etc.) without prior authorisation from CERTOTTICA.
- x. CERTOTTICA may subcontract the performance of certain tests to external suppliers. Tests shall in any case be deemed to have been performed under the responsibility and guarantee of CERTOTTICA, which shall inform the Client that the test was performed in third party laboratories.



- xi. Tested samples are considered to be delivered 'non-returnable' and may therefore only be returned with shipping costs borne by the Client and may be damaged or destroyed as a result of the tests performed. CERTOTTICA shall not be liable for damage or destruction.
- xii. Alternatively, tested samples may be destroyed at the express request of the Client and at the Client's expense. The Client shall be required to communicate its choice (return or destruction) within the framework of the individual commercial offer. If the Client requests the destruction of samples CERTOTTICA may charge an additional cost for disposal. The quantification of the cost shall take place within the framework of the individual business offer.
- xiii. Test specimens for which CERTOTTICA has not been instructed as to how to handle them, or undamaged specimens awaiting testing, shall be retained for a period of 6 months if the offer is not accepted. After this period they shall be destroyed.
- xiv. CERTOTTICA is only responsible for the results contained in the test reports referring to the tested samples. These results shall therefore not extend to the entire production represented by the tested sample.
- xv. If the samples, upon acceptance, are found to be unsuitable for the test, this condition shall be reported to the Client, requesting instructions on how to proceed. If the Client decides to proceed with the test anyway, CERTOTTICA declines all liability for the test results, specifying this in the test report.

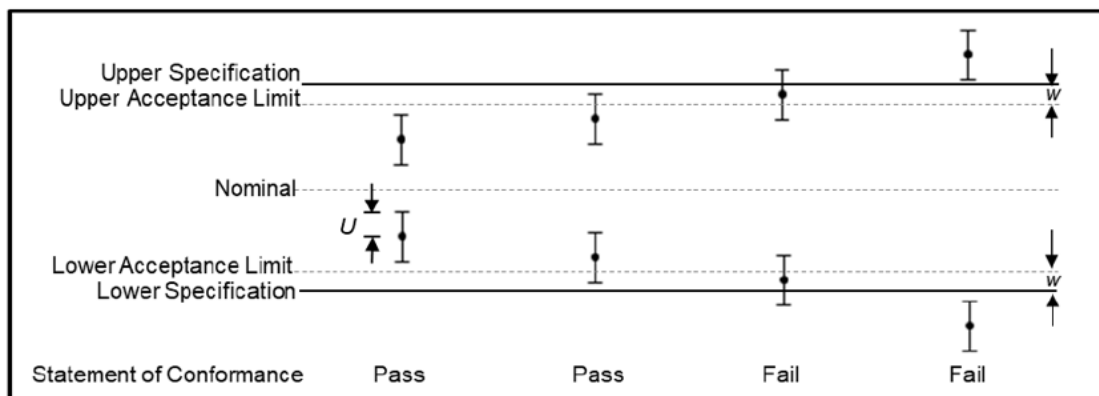
#### **ACCREDITATION OF TESTING LABORATORIES**

- xvi. Most of the tests performed by CERTOTTICA laboratories are accredited by ACCREDIA.
- xvii. Accreditation numbers and the list of accredited tests can be found at [www.accredia.it](http://www.accredia.it) at the following link, which is intended as an integral part of these general terms and conditions: [Accredia-Database-Laboratories of test](#) and which the Client can check and verify independently and at any time.
- xviii. Accreditation certifies the technical competence of laboratories for accredited tests, in accordance with the requirements of UNI CEI EN ISO/IEC 17025.

- xix. The ACCREDIA Mark or the reference to the accreditation must not be used by the Client, nor may it be used in documentation concerning a product, or be shown on a product. Only the copy of the test report may be attached.
- xx. Regarding the meaning of ACCREDIA accreditation, the Client may freely consult the websites of ACCREDIA ([www.accredia.it](http://www.accredia.it)) and CERTOTTICA ([www.certottica.it](http://www.certottica.it)).
- xxi. All test reports containing accredited tests will bear the ACCREDIA mark and/or references to accreditation.
- xxii. If the Client explicitly requests the issuance of the test report without this accreditation mark/reference, the test will no longer be accredited and this indication will be unequivocally stated in the test report itself.

**DECLARATIONS OF CONFORMITY TEST LABORATORIES**

- xxiii. Statements of conformity (PASS or FAIL) issued by the laboratory concerning the results of a given quantitative test always take into account the measurement uncertainty associated with the test itself. The decision rule that is applied in establishing declarations of conformity in general may be agreed upon or defined directly by the Client (for a detailed description of the application of decision rules in making conformity judgments, see e.g. document ILAC-G8:09/2019). CERTOTTICA, unless otherwise communicated, applies the decision rule shown in Figure 1, considering  $w=U$ . Setting the value of  $w=U$  results in a risk of accepting false positives of less than 2.5%; where the decision rule is contained directly within the dictates of the considered standard/technical specification, CERTOTTICA shall comply with the dictates and specifications of the standard.



$U = 95\%$  expanded measurement uncertainty

Figure 1

### **DELIVERY TIMES TEST LABORATORIES**

- xxiv. The average delivery time for laboratory testing is 30 (thirty) working days from receipt of the samples deemed suitable for testing.
- xxv. The delivery times defined here are intended as non-binding average times.
- xxvi. If the offer includes the condition of advance payment of the invoice, the above-mentioned time frame shall be calculated from the receipt of payment.
- xxvii. The actual test times shall necessarily be defined according to the type of device to be tested and shall be communicated to the Client, if they exceed 30 (thirty) working days, once the tests have started. They also depend on the received quantity of products to be tested and the workload of the laboratories at the time of confirmation of the offer.
- xxviii. In the case of an emergency procedure, a surcharge on the list prices may be applied, depending on the workload. The surcharge is quantified within each offer.

### **RECORD KEEPING**

- xxix. All documentation relating to the performance of the tests is kept at CERTOTTICA for 10 years.

## **PART SIX - ISSUE OF CERTIFICATION CERTIFICATES**

22) Services related to the issuance of certificates are subject to the following General Terms and Conditions:

- i. The EU Type Examination Certificate is issued in English and, upon request, in Italian. In the case of dual-language issuance (Italian and English), there is an additional cost indicated in the specific commercial offer.
- ii. In the case of certificates issued in languages other than Italian or English, the cost of translation is invoiced to the Client. The cost is evaluated on a case-by-case basis in the individual commercial offer depending on the request made.
- iii. The logos and names of CERTOTTICA and/or DOLOMITICERT may not be used by the Client for promotional purposes and in any form of advertising (brochures, website, price lists, information note, etc.) without prior authorisation from CERTOTTICA.

### **ACCREDITATION FOR THE ISSUING OF CERTIFICATION CERTIFICATES**

- iv. CERTOTTICA is a notified body accredited by Accredia in accordance with the requirements of UNI CEI EN ISO/IEC 17065.

### **EU TYPE EXAMINATION**

- v. The conformity of Personal Protective Equipment is assessed through the type tests performed on the PPE and through the analysis of the technical documentation.

### **ADMISSION REGULATIONS**

- vi. The signing of any service contract implies acceptance of and adherence to the EU Personal Protective Equipment Certification Regulations, which can be found on the CERTOTTICA website ([www.certottica.it](http://www.certottica.it)):
  - PQ 16.04 EU Personal Protective Equipment Certification Regulation
  - PQ 16.101.004 Regulation for the certification of personal protective equipment excluding eyes and face
- vii. The documents and procedures for certification can be viewed and downloaded from the CERTOTTICA website ([www.certottica.it](http://www.certottica.it)) in the “Certifications” section.

- viii. The EU Type Examination Application shall be duly completed, countersigned for acceptance and sent to the CERTOTTICA Sales Office. The Technical Documentation, required by Annex III of Regulation (EU) 2016/425 of the European Parliament and of the Council, shall be sent together with any samples to be tested and the EU Type Examination Application.

#### **EXTENSION OF THE EU TYPE EXAMINATION CERTIFICATE**

- ix. The expiry date of the extended EU Type Examination Certificate corresponds to the expiry date of the original (Primary) EU Type Examination Certificate.
- x. The PPE covered by the extended EU Type Examination Certificate must be physically identical to the device covered by the original EU Type Examination Certificate.
- xi. When the original EU Type Examination Certificate expires, the extended EU Type Examination Certificate also expires.
- xii. For general conditions relating to the procedure for the extension of the EU Type Examination Certificate, these regulations apply, and the Client should in any case consult the Regulations for the EU Certification of Personal Protective Equipment available on the CERTOTTICA website ([www.certottica.it](http://www.certottica.it)).
- xiii. In case of EU Type Examination or EU Type Examination Certificate in extension, the signing of the Service Contract implies the acceptance of these General Terms and Conditions and the knowledge and acceptance of the conditions inside the Regulations for the EU Type Examination of Personal Protective Equipment.

#### **DEADLINES FOR ISSUING CERTIFICATION CERTIFICATES**

- xiv. The average time for issuing certificates is 30 (thirty) working days from the complete and correct transmission of the documentation by the Client.
- xv. The delivery times defined here are intended as non-binding average times.
- xvi. If the offer includes the condition of advance payment of the invoice, the above-mentioned time frame shall be calculated from the receipt of payment.
- xvii. In the case of an emergency procedure, a surcharge on the list prices may be applied, depending on the workload. The surcharge is quantified within each offer.

## **PRESERVATION OF SAMPLES AND DOCUMENTATION**

- xviii. CERTOTTICA shall ensure the archiving and preservation of at least one intact sample of the tested product for a period of at least 10 (ten) years from the date of last placing on the market of the PPE covered by the EU type examination certificate.
- xix. All documentation relating to certification files is kept at CERTOTTICA for 10 years.

**PART SEVEN - TECHNICAL AND REGULATORY INFORMATION  
SERVICES**

23) Technical and regulatory information services are subject to the following General Terms and Conditions:

- i. The subscription contract is valid for one year and provides access to all services at favourable conditions, guaranteeing a discount on current tariffs.
- ii. The valuation of the discount and the details of the services covered by the subscription are regulated within each specific economic offer.
- iii. On expiry, the subscription shall be deemed to be automatically renewed, unless the Client cancels it in writing to CERTOTTICA at least two months before expiry.

**PART EIGHT – PRIVACY POLICY UNDER EU REGULATION NO. 2016/679  
AND ORGANIZATIONAL MODEL UNDER LEGISLATIVE DECREE 231/01**

- 24) For the purposes regulated by EU Regulation No. 2016/679 and Legislative Decree No. 196/03 and subsequent amendments and additions regarding the processing of personal data, the Client is hereby informed that the personal data provided by him and/or acquired by CERTOTTICA as Data Controller shall be processed in compliance with the law. The complete privacy policy containing all the information is available at the link: [Certottica Privacy Policy](#) or by contacting CERTOTTICA by written communication to be sent to [certottica@pec.certottica.org](mailto:certottica@pec.certottica.org) or registered letter with return receipt to the address Zona Industriale Villanova - 32013 Longarone (BL) or by forwarding your request to the e-mail address [privacy@certottica.it](mailto:privacy@certottica.it).
- 25) CERTOTTICA declares that it has adopted and implements an Organisational Model pursuant to Legislative Decree 231/2001 and the relevant Code of Ethics, extracts from which are published on the company website at [www.certottica.it/governance](http://www.certottica.it/governance). The Client undertakes to cooperate with CERTOTTICA to ensure compliance with the provisions of the Model, adhering to the principles set out therein and complying with its contents, principles and procedures, refraining from committing the offences set out in the model itself and avoiding conduct that might expose CERTOTTICA to the risk of violations of the regulations.