



## **A1. Definition**

In this document the following definitions refer to:

- **Laboratory:** BUREAU VERITAS CERTEST S.R.L. having headquarter in Ponte a Egola (PI), via Risorgimento 16
- **Client:** the subject, natural person or legal entity, requiring the analysis or services indicated in the quotation
- **Sample:** the material to be tested provided by the client
- **Reference Sample:** part of the sample (treated or not) which is stored in the laboratory when the nature and the quantity of the original sample are adequate
- The **Offer** is the document where it is written the technical-commercial quotation regarding the analysis and services required by the client.
- The **Laboratory Report** is the document which is stamped and signed by the Laboratory Responsible.

## **A2. General Aspects**

### **Prices**

The prices suggested in the offer are expressed in Euro and exclusive of VAT law.

### **Validity of the offer**

The offers are valid until the expiration date indicated on the document.

The expiration of the offer, and so the maintenance of the economic conditions, can be extended by agreement between the parties and a new expiration date will be notified by the Laboratory with a written document.

### **Conditions for the acceptance of the offer**

In case of acceptance of the technical-economical conditions of the offer, the Client can send the same countersigned offer or formalize the order with its own procedure. In this latter case and, however, on any document which accompany the sample we invite you to refer to the offer's code.

Any possible change of the technical-economical conditions must be agreed in advance, and in case the content will be significantly modified, a new offer will be formalized.

### **Invoicing and payments**

BUREAU VERITAS CERTEST S.R.L. invoices all samples with certification date within the month of their processing.

As a standard procedure, BUREAU VERITAS CERTEST S.R.L. requires the payment by Wire Transfer at 30 days end of the month.

Other methods of payment have to be promptly communicated and they will have to be accepted by BUREAU VERITAS CERTEST S.R.L. by written confirmation.

Any not agreed delay of the due amount settlement will entail, derogating the art. 5 of the D.Lgs. 231/2002, interest of arrears accrual from the first day after due date, according to the art.1284 of the Civil Code.

For new clients and clients with outstanding invoices, the payment will have to be in advance to the analysis.



LAB N° 1480



**BUREAU VERITAS CERTEST S.R.L.**

a Socio Unico soggetta all'attività di direzione e coordinamento da parte di Bureau Veritas SA con sede in Neuilly-sur-Seine - Francia  
Reg.Imp. e VAT IT 0171201 0501  
Cap. Soc. € 12.000,00

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**Due dates**

The information about the standard due dates is specified in the offer. These dates should be considered as subject to a change due to unexpected obstacles of any technical reason. Any variation in delivery times will be in any case communicated and justified to the customer by the Laboratory.

Apart from water samples (for which the expected due date will be communicated in the login stage), standard turnaround time (TAT) for testing is approximately 5 working days from sample login date (test permitting).

Under customer's request we put at your disposal the following procedures:

- ✓ "URGENT 3 days", results in 3 working days: price list x 1,5; for more than three tests price list x 2,0
- ✓ "URGENT 1 day", results in 1 working day: price list x 2
- ✓ "DELIVERY OF TEST REPORT IN THE SAME DAY OF THE END OF THE OPERATIVE CONDITIONS" (ex. delivery 3 days from the acceptance date for 72 h exposition): price list x 2,5

**Subcontractor's work**

In case the analysis will be conducted by another Laboratory, BUREAU VERITAS CERTEST S.R.L. is responsible to the customer for the subcontractor's work, except in the case where the customer or a regulatory authority specifies which subcontractor is to be used. All additional shipping cost of the sample to the outsourcing laboratory is to be paid from the client.

**Laboratory Reports**

The laboratory report will be signed and stamped by a graduated chemical and it applies the effects of the law (Art.16 RD 01.06.1928 n.842, artt.16 e 18 L.19.07.1957 n.679 - D.M.21.06.1978 - art.8 c.3 D.M.25.03.1986 - D.M.22.07.1993, n.362).

The laboratory reports are issued only in one single, original and recognizable paper of a colored background of the Laboratory, with pdf files which are digitally signed by the Laboratory Manager. Any eventual variation, deletion, changes made by third parties are forgeries punishable under criminal law.

The test reports, except for particular request of the client, will be sent by e-mail.

GENERAL PRICE LIST	
DESCRIPTION	PRICE (€)
Copy of laboratory report	10,00
Original Copy of laboratory report	10,00
Issuing of Test Report Amendment	35,00
Hourly rate of technicians	80,00
Translations	50,00/Report

**Information regarding the ACCREDIA accreditation to the norm UNI CEI EN ISO/IEC 17025***What is accreditation*

"It is an attestation or certification by the national accreditation body certifying that a conformity assessment body satisfies the criteria established by harmonised standards and, where appropriate, any other supplementary requirements including those defined in the relevant sector programmes, for conducting specific conformity assessment activities".

**REG (CE) N. 765/2008***International acknowledgement:*

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**Only testing laboratories and accredited certification and inspection bodies are qualified to supply to the market reliable, credible and internationally recognised certifications of conformity.** ACCREDIA, applying the most rigorous standards, evaluates their competence, and their behaviour and performance is continuously and carefully monitored. ACCREDIA is also a signatory to international agreements of mutual recognition.

*Quality of the service offered:*

**Accreditation certifies the quality of the work of a certification and inspection body or of a testing and calibration laboratory,** assessing the conformity of its management system and its competences against internationally recognised requirements and standards, including all legal obligations.

**Accreditation is thus a guarantee of:**

Impartiality: representation of all interested parties within the body or laboratory.

Independence: assessors and committees releasing the certification or report guarantee their absence of conflict of interests with the organisation to be certified.

Correct behaviour: European standards disallow offers of consultancy either directly or through associated organisations.

Competence: accreditation certifies primarily that those performing the assessment are culturally, technically and professionally qualified.

The "Accreditation Agreement between ACCREDIA and inspection body conducting services of assessment of conformity (CAB'S)" details the contractual terms between ACCREDIA and the inspection body or a Laboratory applicant for accreditation.

BUREAU VERITAS CERTEST S.R.L. laboratory carries out numerous trials on different materials (leather, fabrics, metallic accessories, Leathergood final products, Footwear final product, etc.....).

BUREAU VERITAS CERTEST S.R.L. is accredited according to ISO/IEC 17025, as recorded laboratory number 1480.

The updated list of accredited tests can be downloaded from the website:

[http://services.accredia.it/accredia\\_labsearch.jsp?ID\\_LINK=293&area=7&numeroaccr=1480&classification=A&isRestricted=false&dipartimento=L](http://services.accredia.it/accredia_labsearch.jsp?ID_LINK=293&area=7&numeroaccr=1480&classification=A&isRestricted=false&dipartimento=L)



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### **A3. Data Protection**

Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all applicable laws and regulations, including all applicable national, state, and local privacy laws or regulations and in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016 (Together "Data Protection Laws").

The Parties acknowledge that Bureau Veritas Certest Srl may act as "Data Processor" (within the meaning set forth under the Data Protection Laws) when it collects and processes personal data on behalf of the Client, exclusively for the purposes of the performance of the Agreement, unless otherwise agreed upon by writing executed by both Parties.

Bureau Veritas Certest Srl collects personal data indirectly, through the Client who provides Bureau Veritas Certest Srl with its employees, contractors, business partners and/or clients' personal data. Both parties will provide each other with the appropriate information regarding data processing within the material scope of article 2 of the EU General Data Protection Regulation 2016/679. The Client hereby accepts and commits to provide the data subjects with such information in a manner compliant with articles 13 and 14 of the EU General Data Protection Regulation 2016/679.

#### **Data Processing**

Operations on personal data involve (the "Data Processing"):

- the purpose(s) of the processing: the performance of the Agreement, including but not limited to, the provision of certification services and other services as requested by the Client.
- the categories of personal data involved (the "Personal Data"): personal data relating to the identity of the data subjects and to their professional life.
- the duration of the data processing, which is equal to the duration of the Agreement, may be extended for the validity of the certificate (up to five years from issuance depending on applicable standards), and may be archived for cross-examination purposes up to an additional five years and/or for evidence purposes up to the expiration of applicable statutes of limitations.
- the categories of data subjects concerned: employees, contractors, business partners and/or clients of the Client.

In this respect, the Parties shall cooperate at any time and in a diligent manner to formalize all documentation required for the Data Processing, notably in order to justify their compliance with Data Protection Laws and this Article (Data Protection), in particular in the event of audits and investigations carried out by the Client, or any third-party acting on its behalf, or any competent data protection authority.

#### **Data Processor's obligations**

Bureau Veritas Certest Srl will:

- inform promptly the Client of any circumstances entailing an incapacity of Bureau Veritas Certest Srl to comply with Data Protection Laws or to provide the Services in compliance with Data Protection Laws, in which case, Bureau Veritas Certest Srl and the Client will cooperate in good faith to resolve the issue, in particular to identify the impact of such circumstances on the Services and to determine the changes to the Agreement or to the Services that may be required. In this respect, should the Parties fail to reach an agreement to resolve the issue, the Client shall be entitled to terminate this Agreement in accordance with its terms and conditions;
- process personal data in accordance with the documented instructions of the Client. This Agreement constitutes the Client's complete and final instructions for the Data Processing. The Client guarantees that the instructions given comply with the Data Protection Laws and may allow the effective execution by Bureau Veritas Certest Srl of its Services under this Agreement. If Bureau Veritas Certification considers that an instruction from the Client constitutes a violation of the Data Protection Laws, it shall inform the Client accordingly;
- assist the Client in carrying out data protection impact assessments and for Client's prior consultations of the competent data protection authority;
- cooperate with the Client to enable it to fulfil its obligations pertaining to data subjects seeking to exercise their rights as set forth by Data Protection Laws;
- at the discretion and upon instruction of the Client, delete all Personal Data or return them to the Client, and destroy existing copies, except as required by applicable laws;



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- communicate, upon request, to the Client the name and contact details of its data protection officer, as the case may be, if it has designated one in accordance with Article 37 of the EU General Data Protection Regulation 2016/679 of 27 April 2016.

### Confidentiality measures

Bureau Veritas Certest Srl will keep all personal data confidential and in particular:

- has implemented or will implement adequate access right procedures to govern accesses to personal data;
- undertakes that only persons with a need-to-know for the purpose of providing the Services will be able to access to personal data, that such persons are bound by legal or contractual obligations of confidentiality, and that such persons do not process the personal data except on instructions from the Client, unless he or she is required to do so by European or applicable law.

### Security measures

Bureau Veritas Certest Srl will preserve the security of Personal Data, and in particular:

- has implemented and/or will implement for the Services adequate technical and organizational measures to preserve the security of personal data, adapted to the Data Processing involved by the Services and take into account industry standards and the costs related to their implementation, the risks presented by the processing and the nature of the data to be protected;
- will notify the Client as soon as it is aware of (i) any breach of the security of personal data (ii) all related information necessary to enable the Client to comply with its obligations of notification to the competent data protection authority and eventually to the data subjects within the statutory delays, documenting the breach;

### Sub-processing and cross-border transfers

The Client hereby expressly agrees that Bureau Veritas Certest Srl may entrust another processor (hereinafter the "Sub-Processor") with all or part of the operations involved by the Data Processing, and that Bureau Veritas Certest Srl may transfer personal data outside the European Economic Area or countries recognized by the European Commission as providing an adequate level of protection to perform the Services.

In addition, Bureau Veritas Certest Srl undertakes that:

- the Sub-Processor will be bound by equivalent contractual obligations as those set forth in this Article (Data Protection),
- it has entered into a personal data transfer contract established on the basis of the European Commission standard contractual clauses with the data importer, prior to any international transfer of personal data;
- it will remain fully liable for any breach of this Article (Data Protection) and/or Data Protection Law committed by the Sub-Processor in the framework on the Services.

Client acknowledges and agrees Bureau Veritas Certest Srl may transfer audit reports to accreditation bodies and/or scheme owners in order to comply with applicable legal requirements, such audit reports including personal data of Client's data subjects.



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## **A4. Sampling and sample preservation**

### ***Preservation of the sample and the counter sample***

The laboratory ensures the preservation of the sample in accordance with the analytical methods provided. If not differently agreed, BUREAU VERITAS CERTEST S.R.L. laboratory acquires the property of the sample delivered and ensures its preservation, or the conservation of a rate against the treated or not treated counter sample for at least three months from the date of certification, unless otherwise required or agreed with the Client. When this date expires the sample will be disposed by the laboratory according to current regulations. The records related to the analyzes carried out are retained for a period of 48 months.

The Laboratory can return the residual sample (not the counter sample) if the customer requires it within the retention time. Put in the order confirmation or give notice when the sample is accepted if you want the sample to be returned.

If samples are delivered to the Laboratory with one or more needful information missing for the purposes of logging the samples into our IT system, our Staff will contact the Contact Person reference, in order to collect such missing information. After 15 days - in case of lack of answer from the customer side - our Lab will dispose of the samples.

### ***The sampling***

The laboratory will ensure the execution of the sampling according to the reference standard, if the dimensions and characteristics of the sample permit this. In case the client makes the sampling by itself please take into consideration the operating instructions provided by the Laboratory under your request. In any case the Laboratory reserves the right not to accept the sample when it is not possible to apply one or more of the methods of the analysis required (insufficient quantity of the sample, not suitable conditions of the sample when it is given to the Laboratory, sample visibly not suitable for the tests, etc..). We invite you though to communicate to the responsables of the Laboratory the need to receive such instructions and the eventual request of the return of the residual material when testing is completed.

To carry out the tests you will need a full leather or a leather sampled by UNI EN ISO 2418 which described the way a leather should be sampled before testing. If the sample to be tested is a shoe the sampling should be done according to the UNI EN ISO 13400. To carry out tests on textile samples, the sampling should be done according to the ISO 2286-1. In case you require the sampling done by the laboratory the cost is € 30,00. On the contrary, if you decide to deliver the article already sampled the cost of the sampling is included in the price of the tests carried out.



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