REGOLATION FOR CERTIFICATION ACCORDING TO MACHINERY DIRECTIVE 2006/42/EC

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1 PURPOSE

This Regulation defines the general method adopted by EUROPEAN CERTIFYING ORGANIZATION S.p.A. (hereafter ECO or CAB) to carry out conformity assessment on machines as defined in article 2 of the Machinery Directive 2006/42/EC. These methods must be followed by Manufacturer or its Authorised Representative (established in European Union) to obtain and maintain the certification.

ECO makes available the latest release of this Regulation on its own website http://www.eco-cert.it, at its headquarters or, at request of the applicant, it can be delivered in digital format.

Changes and additions will be handled by successive revision, the modified texts are highlighted with a vertical line in their left side. Any major changes in the applicable framework legislation will result in new release. Since the Regulation is an integral part of the contract between ECO and the Applicant, ECO will apply the latest issuing, it is up to the applicant to verify and adopt the latest edition available.

2 SCOPE

This Regulation applies to conformity evaluation activities performed by ECO on machinery listed in the Annex IV of the Directive 2006/42/EC, according to the requirements set out in article 12 point 3 and 4, and will be carried out according to:

- Annex IX – EC type examination procedure
- Annec X - Total Quality Assurance procedure

This Regulation describes commitments and responsibility which both ECO and Applicant shall adopt when the application is submitted and acknowledge.

3 REFERENCE DOCUMENTS

The following rules, laws and standards will be taken into account to relation to the certification procedures and agreement between ECO and the Applicant:

- Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery, and amending Directive 95/16/EC (recast);
- Italian Legislative Decree 27 January 2010, no. 17 "Implementation of the directive 2006/42/EC, on machinery and amending Directive 95/16/EC in lifts";
- Europen Guidelines and Rule for Uses endorsed by Notified Bodies Working Groups and by the European Commission;
- ISO/IEC 17065 " Conformity assessment. Requirements for bodies certifying products, processes and services "
- ISO/IEC 17021-1~~:2015~~ "Conformity assessment - Requirements for bodies providing audit and certification of management systems - Part 1: Requirements~~Valutazione della conformità – Requisiti per Organismi che effettuano la valutazione e Certificazione di sistemi di gestione~~"
- ISO/IEC 17000 "Conformity assessment - Vocabulary and general principles";
- GUIDE IAF – EA as applicable;
- General Regulation, Technical Regulation and provision from the Accreditation Body (ACCREDIA), on schemes and areas covered by the accreditation;
- ISO 19011~~:2018~~ "Guidelines for auditing management systems".

The identification of binding rules and laws applicable to the product under certification is responsibiity of the Manufacturer, who can rely on technical harmonised standards or technical specification issued by international standardization committeessuch as CEN, CENELC, ISO, IEC etc. The standards harmonised with the machinery directive are listed in this link:

http://ec.europa.eu/growth/single-market/european-standards/harmonised-standards/machinery/index_en.htm please note that the standards can be only purchased by their official sale points.

ECO will assess if the Applicant has defined and applies measures for identification of applicable standards and how they are updated.

4 DEFINITIONS

On the purpose of this Regulation the following definitions are provided:

Manufacturer: any natural or legal person who designs and/or manufactures machinery or partly completed machinery covered by this Directive and is responsible for the conformity of the machinery (ref. Directive 2006/42/EC article 2 letter i);

Authorised Representative: any natural or legal person established in the Community who has received a written mandate from the manufacturer to perform on his behalf all or part of the obligations and formalities connected with this Directive (ref. Directive 2006/42/EC article 2 letter j);

EC type-examination: procedure provided for in Annex IX, plus the internal checks on the manufacture of machinery provided for in Annex VIII, point 3;

Full Quality Assurance: procedure provided for in Annex X.

Mark: Graphic Logo of an Organization (also Brand name);

Certification Accredited Body (CAB): Accredited Body authorised to grant certificate of conformity;

Inspector (ISP): personnel appointed to perform conformity assessment to provide product's certificate of conformity;

Auditor (AVI): personnel appointed to asses quality management systems;

Evaluation: activities conducted in order to assess the actual fulfilment of the applicable requirements by the Applicant. Applicable requirements can be related to products, processes or services for which the CE Certification is required either for EC type-examination or Full Quality Assurance;

Remark: objective confirmation of an event or condition that highlights an NC or allows the expression of an Observation or a Comment;

Non-conformity (NC): lack of fulfilment of one or more requirements set out by the Directive and/or by applicable legislation which affect the product's EC conformity;

Observation (Oss): lack of fulfilment of one or more requirements, which despite being indicative of inappropriate behaviour, is not such as to impair the product's EC conformity;

Comment: remark which is not configured as a failure to meet a requirement but is intended to prevent that this situation may occur, because potentially feasible. It can also be aimed at providing guidance to the improved performance of the Applicant;

Responsibility: burden taken or arising from either performed process, performed jobs, management task to make certain that particular things are done in relation to product EC conformity;

Complaint: expression of dissatisfaction, other than appeal, by any person or organization to a conformity assessment body or an accreditation body, relating to the activities of that body, where a response is expected;

Appeal: request by the person or organization that provides, or that is, the object of conformity assessment to a conformity assessment body for reconsideration by that body of a decision it has made relating to that object;

The previous terms and definitions are also used on documents used by ECO to perform the needed activities to grant EC Certificates, as established in:

- Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery, and amending Directive 95/16/EC (recast);
- Italian Legislative Decree 27 January 2010, no. 17 "Implementation of the directive 2006/42/EC, on machinery and amending Directive 95/16/EC in lifts";
- ISO/IEC 17000 "Conformity assessment - Vocabulary and general principles".

5 PRINCIPLES OF IMPARTIALITY AND OPENNESS

ECO allows equally to all public or private entities the access process shall not be conditional upon the size of the client or membership of any association or group, nor shall certification be conditional upon the number of certifications already issued. Organization under legal restriction measures against products in the scope of this Regulation cannot apply for the certification of those products.

In order to ensure maximum fairness and openness in the evaluation process and certification according to machinery directive, ECO states that its staff both technical and management is not subject to undue pressure internal or external, financial or otherwise, that may negatively affect their work.

Personnel involved in evaluation activities aimed to issue EC Certificate of conformity are not involved in other activities that could undermine confidence in the independence, impartiality and professional integrity. Also, ECO and its personnel do not offer consultancy, do not design, implements, operate or maintain the products which are in the scope of this Regulation.

6 RESPONSIBILITY

This Regulation details mutual responsibilities and commitments between ECO and the Applicant, which both parts shall respect to allow the proper execution of each step in the Certification process, as described in the following paragraphs and other legal agreements.

Some activities of the evaluation process can be carried out by third party entities (e.g. special test or subcontracting to other notified body). Such events will be submitted in advance to the Applicant in order to obtain a written acknowledge and permission. In any case the responsibility of said activities remains exclusively on ECO.

7 COMMITMENTS OF THE APPLICANT

The Applicant agrees to provide full cooperation to ECO personnel in each step of the evaluation process described in paragraph 9.

He/She handles and provides any permission or licence which can be needed to access the production areas involved in the certification process. He/She also provide all documents which ECO establishes to be checked out for the certification purpose.

Therefore, the Applicant shall submit to ECO the proper application for EC Type-examination[1] or for its quality management system evaluation[2] (QMS), and with it he/she has the responsibility to carry out all the previsions needed to comply with the Directives involved. All documents provided by the Applicant should be in Italian or in English, documents in other languages will be rejected.

[1] Annex IX of the machinery directive
[2] Annex X of the machinery directive

7.1 Risk analysis

The Applicant shall demonstrate to have assessed and evaluated all risks related to the product under certification, to ensure the compliance with all the applicable Health and Safety Requirements listed in Annex I of the Machinery Directive. The technical file shall permit to verify that the product has been manufactured according to this evaluation.

7.2 Technical file

The Applicant shall compile and submit the technical file which provide evidence of the compliance with machinery directive and all other directives applicable to the products[3]. The technical file shall include the machine's instruction for use.

7.3 Machine type

If the Applicant choses the certification procedure according to Annex IX, a type of the machine shell be made available for the proper evaluations and test, if ECO deems necessary more than one specimen complete or partially complete, the Applicant shall provide it as well.

The place where the assessment will be carried out will be agreed between ECO and the Applicant, the latter shall provide any permission or licence to access the premises when the sample is located.

7.4 Internal checks on the manufacture of machinery

For machinery listed in Annex IV the Applicant can chose the procedure referred to article 12 point 3 a) or b) or article 12 point 4, whatever it is the case the Applicant shall implement the internal checks on the manufacture (quality management system according to ISO 9001 is preferable but not mandatory). The procedure to ensure that the machinery remains in conformity with the provisions of this Directive shall be provided in the technical file.

The process of internal checks shall include:

- evidence of management of the complaints received in relation to the machine type and related corrective action taken;
- evidence of the updating procedure for the appliable directives and applied standards;
- evidence of the procedure to update the technical file, modification and updating of the certified machine and procedure to inform the Notified Body prior to introduce such modifications.

7.5 EC Declaration of Conformity

The Applicant, according to article 5 of the Directive, draw up a draft of the EC Declaration of Conformity which contents are listed in Annex II part 1.A for the machine under certification process. If the process ends with positive result and a certificate is granted, the EC Declaration of Conformity completed with certificate number and ECO as the notified body who granted it, shall be submitted as soon as the positive result is confirmed.

7.6 Compliance to this Regulation and to the legal agreement

The Applicant agrees to comply to each paragraph of this Reregulation and to respect further commitment arising from the signature of agreement documents which represents legal agreements as referred to the Directive and ISO/IEC 17065. Also, the Applicant ensures that:

- will provide support to ECO personnel, by providing technical staff and facilities needed for the conformity evaluation all along with the duration of the process;
- will help to ensure that the process is performed with the schedule and method as agreed;
- will permit the access of ECO personnel into all the premises involved in the certification process, access to all documents necessary to evaluate the conformity of the products, and related records, access to its own personnel involved in design a manufacturing;
- will ensure the implementation of the corrective actions as result of NCs found in the evaluation process, and will provide evidence of the mentioned corrective actions;
- will agree to do not place on the market the machine until the positive conclusion of the certification process;
- will inform ECO promptly about any modification to be adopted on the machine, technical file or approved quality management system prior to implement such modification if they may affect the EC Certification obtained;
- will inform ECO promptly on any modification already implemented on the machine, technical file or approved quality management system by submitting the revised documents and an application to update the EC Certification obtained;
- will fulfil the payments as agreed and signed in the legal agreement documents;
- will not omit or fail to provide to ECO any information related to the certification process or to the machine under certification;
- will use and advertise the granted certification within the limits and the purpose for which it has be granted avoiding causing disrepute to ECO itself;
- will allow to perform the needed evaluation, even if communicated in short advance and even ECO personnel are accompanied by accreditation body inspector witnesses;

[3] The requirements can be related to harmonised standards, laws or binding regulation, applicable to the machine

- will allow ECO to carry out unexpected evaluation and inspection due to serious report from the field on certified machines, even accompanied by authority representative or accreditation body representative. In those cases, it not possible to reject the inspectors proposed by ECO and said authorities. If the manufacturer does not permit the access with 5 days to the request, the granted certificate will be revoked.

8 COMMITMENTS OF THE CAB

ECO will provide all the resources to plan and execute the needed evaluation tasks according to the provisions set out in the Directive. Moreover, ECO will provide resource to perform additional assessment or surveillance audit when foreseen by the certification procedure applied.

ECO guarantees adequate insurance to cover liabilities arising from its operations performed during certification activities according to the directive and this Regulation.

8.1 Reasons to force majeure

ECO will not be held liable for any fault due to unforeseen circumstances happened before the legal agreement has been signed or for any unforeseen circumstances which does not depend on ECO procedure or personnel behaviour.

Equally ECO cannot be held liable for any delay which came from Applicants tardiness in providing the requested documents, information or corrective actions due to non-conformities.

9 CERTIFICATION PROCEDURES

The certification process conducted by ECO will be described in the following paragraphs. It is carried out according to prescription of the Directive, the EU legislative framework, the national legislative framework and considering the technical and harmonised standards applicable. Also, it will be applied all the involved Regulation issued by ECO and here mentioned.

9.1 Access to the conformity evaluation services

To access the services provided by ECO for the conformity evaluation, the Applicant shall submit a request by using the dedicated form in the website or by an e-mail to the certification office (please refer to Contacts menu in www.eco-cert.it/en). The request should contain at least the following information ~~accedere ai servizi di valutazione della conformità offerti da ECO, il Richiedente presenta un'istanza di offerta (Mod415_Richiesta_di_Offerta_certificazione_estensione_rinnovo_Macchine) per la Certificazione, contenente le informazioni necessarie a redigere l'offerta~~, needed to write down the offer:

- Applicant identification (company name, headquarter location, contact person, other administrative information)~~Identificazione del Richiedente~~;
- Machine identification (brand name, type, designation of use)~~Identificazione della macchina~~;
- Chosen procedure for certification (Annex IX or Annex X)~~Procedura di certificazione prescelta~~;
- Chosen harmonised standard applied in full or partially~~Indicazione sulle norme armonizzate applicate~~;
- Manufacturing site~~Sito di fabbricazione~~;
- Information about the quality management system applied if procedure according to Annex X is chosen.

If this information is submitted by e-mail or telephone, then the Technical Secretariat will fill-in the request form and it will be submitted to the Applicant together with the offer to confirm the received data.

The request and the offer can be signed by the Legal representative or his/her appointed person.

9.2 Request review and offer issuing

If the information provided by the Applicant is deemed insufficient to write down the offer, such addition will be request by e-mail.~~Qualora i dati forniti non siano sufficienti a predisporre l'offerta, questi verranno richiesti in forma scritta (a mezzo e-mail).~~

When all the necessary data have been received, the technical secretariat prepares the offer using specific form, submit it to the technical responsible e division manager for approval, then forward the approved document to the applicant. The technical secretariat issues the offer together with the formal application form, both documents shall be returned signed by the legal representative of the company or by an appointed person, if the latter is the case, then the appointment letter shall be submitted too. The application form contains, in addition to other statements, that:

~~An A seguito del riesame effettuato, ECO invia al Richiedente un'offerta per le attività richieste (Mod27, Mod28). Unitamente all'offerta viene inviato il "Mod26_Domanda di certificazione direttiva macchine", che il legale rappresentante del Richiedente dovrà restituire firmata e timbrata. La dichiarazione specifica tra l'altro che:~~

- application (as described in paragraph ~~la domanda di cui al par.~~ 9.3) for the same machine has not been submitted to another notified body ~~non è stata presentata ad un altro Organismo di Certificazione~~[4];
- This Regulation is accepted in whole and the applicant is committed to respect it for all the certification process and contract validity.

[4] This requirement is set out in the Machinery Directive Annex IX point 2 and Annex X point 2.1

9.3 Submitting of the formal application

The application form shall be signed by the legal representative or by an appointed person[5].

With the application shall be submitted the documentation related to the selected certification procedure[6] [7]:

If the Applicant is the Authorised Representative of the manufacturer, then ECO shall receive the appointment with application.

- Procedure for EC type-examination as per Annex IX,
- Procedure for Full Quality Assurance as per Annex X.

The application and related documents provided will be checked out by ECO personnel, where documents or signature are missing those will be required anew.

9.3.1 EC Type-examination application

If the procedure for EC Type-examination is submitted, there must be one application for each type of machinery under certification. The application form shall be filled-in in each relevant part, at least the following information shall be provided:

- Identification of the Applicant (company name, address, TAX code, etc.);
- Identification of the Authorised Representative (company name, headquarter address, TAX code, etc.), established in the EU Community, if any;
- Name, phone number and e-mail of the person appointed to maintain contact with ECO;
- Reference of the Applicant's consultant (if any);
- The product for which the certification is requested (refer to Annex IV for type description);
- Description, model and brand name of the product for which the certification is requested;
- The address of the production site (refer to all production sites if any and if are different from headquarter address);
- The address where the Type can be assessed by ECO inspectors.

With the application for, the following documents shall be submitted:

- Copy of the technical file, compiled according to Annex VII of the Machinery Directive;
- List of harmonised and technical standards taken into account for designing the product;
- Reference to the procedures implemented to ensure that the mass production of the certified the machinery remains in conformity with the provisions of this Directive.

9.3.2 Full Quality Assurance application

If the procedure for Full Quality Assurance is submitted, the application form shall be filled-in in each relevant part, at least the following information shall be provided:

- Identification of the Applicant (company name, address, TAX code, etc.);
- Identification of the Authorised Representative (company name, headquarter address, TAX code, etc.), established in the EU Community, if any;
- Name, phone number and e-mail of the person appointed to maintain contact with ECO;
- Reference of the Applicant's consultant (if any);
- The product for which the certification is requested (refer to Annex IV for type description);
- Description, model and brand name of the product for which the certification is requested;
- The address of the production site (refer to all production sites if any and if are different from headquarter address);
- The address where the Type can be assessed by ECO inspectors.

With the application for, the following documents shall be submitted:

- Copy of the technical file, compiled according to Annex VII of the Machinery Directive;
- List of harmonised and technical standards taken into account for designing the product;
- Copy of the quality management system documentation.

9.4 Start of the certification process

The signature of the offer and the Application form constitute order and legal agreement; therefore, the applicant can submit the order and the application on its own head letter, with the same information and with reference to ECO offer number. The technical secretariat will inform the customer about activities schedule and appointed personnel.

The customer has 5 workdays to reject the appointed personnel in written form and for objective motives[8]. If ECO find such motives correct and acceptable, the technical secretariat will provide different personnel for the activities, beside the customer cannot chose or ask for specific persons.

[5] The signature states the legal validity of the agreement and declarations
[6] The Machinery Directive provides for two procedures: EC type-examination in Annex IX, Full Quality Assurance in Annex X
[7] The confidentiality described in paragraph 14 applies to all the information provided by the applicant.
[8] Motives such as: conflict of interest, previous unethical behaviour, etc.

9.5 Documents evaluation

The certification process starts with documents evaluation provided by the customer. The appointed personnel will proceed with the assessment of the technical file and QMS documents if the procedure of Annex X is involved. Please note that the technical file shall be compiled and submitted even if the procedure for Total Quality Assurance has been requested.

9.5.1 Technical file assessment

The appointed personnel will evaluate the completeness of the technical file, according to the list in Annex VII of the Machinery Directive. The evaluation is carried out into ECO facilities unless different agreement takes charge, the evaluation will refer to:

- a general description of the machinery;
- the overall drawing of the machinery and drawings of the control circuits, as well as the pertinent descriptions and explanations necessary for understanding the operation of the machinery;
- full detailed drawings, accompanied by any calculation notes, test results, certificates, etc., required to check the conformity of the machinery with the essential health and safety requirements;
- the documentation on risk assessment demonstrating the procedure followed, including:
  - a list of the essential health and safety requirements which apply to the machinery,
  - the description of the protective measures implemented to eliminate identified hazards or to reduce risks and, when appropriate, the indication of the residual risks associated with the machinery;
- the standards and other technical specifications used, indicating the essential health and safety requirements covered by these standards;
- any technical report giving the results of the tests carried out either by the manufacturer or by a body chosen by the manufacturer or his authorised representative;
- a copy of the instructions for the machinery;
- where appropriate, the declaration of incorporation for included partly completed machinery and the relevant assembly instructions for such machinery;
- where appropriate, copies of the EC declaration of conformity of machinery or other products incorporated into the machinery;
- a copy of the EC declaration of conformity[9]

Where appropriate, for series manufacture, the internal measures that will be implemented to ensure that the machinery remains in conformity with the provisions of this Directive.

The manufacturer must carry out necessary research and tests on components, fittings or the completed machinery to determine whether by its design or construction it is capable of being assembled and put into service safely. The relevant reports and results shall be included in the technical file.

9.5.2 Quality Management System assessment

The assessment of the QMS will be carried out according to ECO Regulation RG01 related to management system certification, also prescriptions set out in ISO/IEC 17021-1 will be considered to[10].

ECO will assess the QMS documents according to the related international standard as implemented by the manufacturer[11] said documents shall adequately describe:

- the quality objectives, the organisational structure, and the responsibilities and powers of the management with regard to the design and quality of the machinery;
- the technical design specifications, including standards that will be applied and, where the standards referred to in Article 7(2) are not applied in full, the means that will be used to ensure that the essential health and safety requirements of this Directive are fulfilled;
- the design inspection and design verification techniques, processes and systematic actions that will be used when designing machinery covered by this Directive;
- the corresponding manufacturing, quality control and quality assurance techniques, processes and systematic actions that will be used;
- the inspections and tests that will be carried out before, during and after manufacture, and the frequency with which they will be carried out;
- the quality records, such as inspection reports and test data, calibration data, and reports on the qualifications of the personnel concerned;

[9] If it is the first certification of the product then a draft of the EC declaration of conformity is accepted, where only the certificate number is omitted. The complete EC declaration of conformity shall be provided when the positive outcome will be communicated together with the certificate number.

[10] The Regulation RG01 is available in ECO website in QMS certification page.

[11] ECO considers the pertinent standard for the manufacturer's QMS mentioned in Annex X par. 2.3 the ISO 9001:2015 as stated the Guide to the Application of the Machinery Directive ed. 2.2 October 2019 §404. Other standards for specific products can be accepted as well (e.g. medical devices, Railway, etc.).

- the means of monitoring the achievement of the required design and quality of the machinery, as well as the effective operation of the quality system.

Assessment and audit will be carried out by a Lead Auditor and a Technical Expert of the specific product. Both competences can be retained by the same person.

9.6 Outcome of the documents' evaluation and communication of the findings

If remarks will be found during the documents' evaluation, those findings, the appointed personnel, will submit the appropriate check list to the scheme responsible, the latter will sign the document to be issued to Customer. The Customer will be asked to return the proposition to handle the non-conformities within 15 days.

If the Customer do not amend its documents, the certification process will be ceased, and related cost will be charged (see chapter 12.1). The waiver shall be submitted in written by mail, fax or e-mail to eco@pec.ecocertificazioni.eu.

If the Customer choses to submit the amended documents, that must be accomplished within 6 months. If the amendments took more than 6 months the certification process will be closed with negative outcome. The refusal of the certification, documented with the non-conformities detected, will be communicated to the National Authority responsible for market surveillance and to all other Notified Bodies, by means of *nbmd Group* in CIRCABC. The resolution of the NCs related to documents only will be evaluated off site, the resolution of the NCs related to the product will be evaluated on site.

If the amended documents still have NCs this will be communicated to the customer, as described above, and additional cost will be charged accordingly.

9.7 Functional assessment

The assessment on the Type will be carried out in the site provided and agreed by the Customer and ECO, as written in the application form.

In this phase of the process the appointed personnel will:

- Check the amended documents due to any remark found during the documents' assessment as described in paragraph 9.6;
- Check the Type as indicated in the application to confirm the technical file content. The appointed personnel will carry out all the verification and test deemed as necessary to verify the compliance with applicable essential health and safety requirements as listed in Annex I of the Machinery Directive[12];
- Where the certification procedure set out in Annex X is applied, then the design process, manufacturing process, final and quality control implemented, will be assessed as well as the technical file.

Where remarks arise from the Type assessment or QMS audit, in this case NCs specifically, the customer has 15 day to issue its proposal for the resolutions and, if those are accepted by ECO, the actual solution shall be implemented with 6 months. Appointed personnel will check documents amendment and/or modified product to verify the compliance with the prescription of the directive. This additional evaluation will be charged accordingly.

During the assessment process, the appointed personnel should be allowed to take picture of the Type in whole and in details such as safety components location, special test set up, etc. to provide objective record of the evaluation process. The customer shall provide access and permission for those activities.

9.8 Additional assessment

If additional assessments both on documents or on the Type due to NCs or non-complete machine in the first inspection, those will be charged accordingly. The need of such additional assessments will be communicated by e-mail.

9.9 Technical review and certification decision

When all the assessments will be closed with positive result, ECO will proceed with the technical review and the decision to grant the certificate. Qualified personnel will be appointed for both these tasks.

If the technical review has positive outcome and the decision committee allows to grant the certificate, then ECO will issue:

- A Certificate according to Annex IX *Certificate for EC Type-examination*; or
- A Certificate according to Annex X for the *Approval of the quality management system*.

The certificate number will be communicated to the Customer in order to receive the copy of the EC declaration of conformity, complete with all the information established in Annex II of the Machinery Directive. The original Certificate (paper) will be mailed after the payment of the final invoice[13].

The Certificate allows the Customer to affix the CE mark (according to Annex III of the Machinery Directive) but only on the product referred in it.

[12] Where harmonised standards have been applied and declared, their requirements will be checked in addition.
[13] This case is applicable also when transfer, renewal o modification of the certificate has been requested.

9.10 CE marking

If it has been applied the procedure set out in Annex X of the Machinery Directive, then the CE mark in the machine label (ehsr 1.7.3) shall be followed by ECO notification number 0714. The Customer is expected to provide to ECO, a picture of such label when the machine is ready to be placed in market.

9.11 Negative outcome of the technical review and certification decision

A negative outcome of the technical review and the subsequent negative decision of the committee can arise both from the negative outcome of the assessment and related refusal of the customer to solve the NCs or from a different evaluation of the personnel appointed of the technical review. The refusal and the related reasons will be communicated to the Customer, to the National Authority for the market surveillance a to all other Notified Bodies, by means of *nbmd Group* in CIRCABC.

The Customer can submit an appeal to the decision in written form by mail or e-mail[14] as described in procedure PG13 available in our website https://www.eco-cert.it/en/communications/ and in paragraph 13 of this regulation.

The customer is committed to pay the invoice even if the decision committee refuses the certification.

9.12 List of certification

ECO has and maintain up to date a list of granted certification. This list contains at least the following information: Certificate holder, certified product Type, certificate number and revision, first issuing date, current issuing date, expiry date, and other relevant information to ensure that it will keep up to date with legislative and normative modification.

The status of each certificate can be check out in our website, also the National Authority for the market surveillance has the reserved credential to verify all the certificate issued by ECO.

The same list is made available to the Italian Accreditation Body ACCREDIA upon request e during the surveillance activities.

9.13 Records keeping

ECO and the Customer are committed to retain all the documents involved in the certification process for at least 15 years from the certificate issuing date, both the first issuing and the current issuing if a subsequent revision has been granted.

10 CERTIFICATE AND LEGAL AGREEMENT VALIDITY AND RENEWAL

The legal agreement between ECO and the Customer last until the expiry date of the Certificate (5 years for EC type-examination certificate and 3 years for QMS approval certificate). The Customer can waive to the certification as per paragraph 22.1.

10.1 EC Type-examination certificate

The Certificate lasts 5 years. Within 6 months from the expiry date ECO shall review the certificate validity according to legal framework and standards modification occurred and according to any modification on the technical file and products. If the review has positive outcome the certificate is renewed for additional 5 years.

ECO informs the Customer for any normative and/or legislative modification, which can affect the Certificate.

The Customer informs ECO about any modification to the certificated product and its technical file which are intended and prior to implement such modification.

10.2 QMS approval certificate

ECO perform yearly scheduled surveillance on the QMS. The surveillance audit will allow ECO to re-evaluate the whole QMS at least every 3 years, to guarantee that the QMS is maintained and improved. Unexpected surveillance, as per Annex X point 3.4, can be performed where deemed necessary from market reporting, National Authority request, negative outcome of previous surveillance. Within 4 months from the expiry date the Customer can apply for certification renewal or withdrawal.

11 OFFICIAL LANGUAGE AND TRANSLATIONS

All the certificates are written in Italian or can be written in bilingual Italian- English.

If the Customer needs the Certificate in other than English, the request shall be submitted prior the issuing, better if the information is stated in the request, anyway a different language from Italian and English will result in additional costs.

The request for issuing the certificate in a language other than Italian or the bilingual version requires the issuance of a translated copy conforming to the original.

The official language for the certificate is Italian, for any dispute on the terms and contents the Italian language is valid.

[14] In alternativa può essere utilizzato un corriere convenzionato o altra forma che preveda l'attestazione di consegna, (es. ricevuta brevi manu)

11.1 Translation

If a translation is requested after the issuing of the certificate the Scheme Responsible will inform the customer about the additional costs for the official translation, the translation will be commissioned only after acceptance of the additional costs. The issuing of the translated certificate is not subjected to the decision committee.

The translated certificate can be draw up after the issuing of the original one, therefore it will bear the same revision number and the same date (first emission, current emission, expiry date). The certificate can only be issued in bilingual Italian plus the requested language.

The certificate will have a note which states "*Certificate translated in "LANGUAGE" issued at dd.mm.aaaa following the Customer's request. This document is a conforming copy of the original certificate no. 714-S-0000-revyy issued at "first emission date". The signature of the ECO's Legal Representative states the translated content complies with the original. For any dispute on the terms and contents the Italian language is valid*".

The new translated certificate can be signed by the current Legal Representative which has the right to sign the certificates and can be a different person from the one who signed the original certificate.

12 WITHDRAWAL, SUSPENSION AND REVOCATION OF THE CERTIFICATE

12.1 Withdrawal

The Customer can waive the certificate or the certification process at any moment, by the following means:

- Waiver in progress,
- Waiver after obtained the certification by ECO.

In the first case, the Customer communicates the waiver of the certification process by registered mail, submitted to ECO or by registered e-mail submitted at the address eco@pec.ecocertificazioni.eu then provide the payment of the all activities already done by ECO. ECO will record the information in its jobs list.

In the second case, the Customer communicates the waiver of the obtained certificate by registered mail, submitted to ECO or by registered e-mail submitted at the address eco@pec.ecocertificazioni.eu, this communication shall be done within 3 months from the expiry date of the certificate and the legal agreement. If the communication is sent after said term a fee can be applied according to the agreed economical condition set out in the offer and in this Regulation at paragraph 22. ~~Morcover~~Moreover, the Customer shall return the ~~orginal~~original Certificate granted by ECO. The waiver of the Certificate ~~void~~voids the certification validity, ECO will inform the National Authority for the market surveillance and the others Notified Bodies of the circumstances.

12.2 Suspension

The validity of the Certificate can be suspended:

- Upon Customer request[15];
- Upon not appealable decision by ECO, if the following occur:
  - lingering of unsolved remarks,
  - serious reports from the market,
  - unappropriated use of the Certificate, and use dissimilar from which intended by the Directive or which can cause discredit to ECO[16],
  - lack in compliance with agreed terms including the requirements set out in this Regulation, Directive's requirements, economic condition and payment deadlines, as signed.

The suspension measure will be submitted to the Customer by registered mail (anticipated by e-mail) or by a registered e-mail if the customer has one. The letter will describe the suspen~~t~~sion motives and the deadlines to implement the needed corrective actions. The Customer shall inform ECO about his/her intention about the remarks within 5 workdays as described in paragraph 12.2.1 of this Regulation, also the corrective actions can be submitted with the same letter sent by registered mail (anticipated by e-mail) or with a registered e-mail.

If the Customer choose not to comply with terms of the communications requested or to not solve the NCs within the established deadlines[17], ECO will proceed with the revocation of the certificate, and will give notice of the revocation to the National Authority for the market surveillance, to the Italian Accreditation Body (ACCREDIA) and to all the notified bodies through *nbmd* in CIRCABC.

The suspension measure ceases when the Customer solve all the causes upon which it is based and give evidences of the implemented corrective actions.

[15] If the waiver is request, the Customer shall submit a registered mail or a registered e-mail at eco@pec.ecocertificazioni.eu, and shall explain the motives of the request as per paragraph 12.2.1 of this Regulation and any useful information such as the esteemed time for the suspension, etc.

[16] i.e. the association of the Certificate to Type noncertified and not related to the certificate itself, or association of the certificate with modified product without the appropriate communication to ECO.

[17] The deadline to solve the NCs and implement the appropriate corrective actions is 6 months, ECO can extend this term in specific cases.

12.2.1 Suspension effect

The certificate suspension means the Customer cannot place the related product on the market, since suspension date. If the safety of the end users is in jeopardy ECO can demand to the Customer to take action on the product already placed on the market, included those stored.

ECO cannot bind the Customer about the action on the market but have to inform the National Authority for market surveillance about any risk related to certified products.

Due to the suspension the Customer:

- loses the right to affix the CE mark on the certified product and shall stop to use the certificate;
- shall remove any reference to certificate in its advertainment documents and website.

The suspension will be published as previewed by the legislative framework applicable.

Any expenses sustained by ECO for additional assessment or activities due to the suspension measure will be charged to the Customer.

12.3 Revocation

The revocation measure adopted by ECO imply that the Certificate will be withdrawn, and the certification granted ceases its validity.

ECO will revoke the certificate when the deadline of the suspension measure is surpassed and the Customer has not taken action to solve the NCs as per paragraphs 12.2 and 12.2.1 of this Regulation. Also, ECO will give notice of the revocation to the National Authority for the market surveillance, to the Italian Accreditation Body (ACCREDIA) and to all the notified bodies through *nbmd* in CIRCABC, if the following cases occur:

- fraudulent and illegitimate use of the Certification;
- serious non-compliance with this Regulation;
- significant and systematic non-conformity of the product manufactured or being manufactured, with respect to the technical documentation presented to ECO and / or to the Essential Safety Requirements established by the Directive;
- failure to adapt the machine to the requirements set by the new editions of the applicable standards, both for intrinsic deficiencies in the Customer's structure and for evident lack of will of the latter;
- adoption of significant modifications made to the certified product by the Customer without the prior involvement of ECO;
- ascertained and repeated arrears towards ECO;
- misleading use of the Certification and / or the trademark, such as to cause damage or discredit to ECO;
- repeated impediment to carrying out the surveillance visits conducted by ECO, possibly alongside the staff of ACCREDIA or other personnel from the National Authority for the market surveillance.

The revocation is an act of the Decision Committee, the decision will be communicated to the Customer by registered mail (anticipated by e-mail) or by a registered e-mail if the customer has one, the communication will state the reasons for the revocation measure and will be immediately in force.

The revocation measures will be made public as previewed by the Machinery Directive and by the applicable legislative framework, also they will be always submitted to:

- National Authority for the market surveillance and to all the notified bodies through *nbmd* in CIRCABC;
- ACCREDIA according to their Regulation for accreditation;
- Any Authority who has right to be informed, as per their own Regulation.

Due the revocation measure, the Customer shall:

- Stop the place in the market the products affected by the revocation and cease to affix the CE mark on such products;
- Return the original Certificate to ECO and any copy he/she has made;
- Stop to use and advertise the revoked Certificate, remove any reference to ECO and the revoked Certificate in its documents and website.

The revocation measure affects equally either the Certificate issued according to the EC type-examination procedure (Annex IX) or the Full Quality Assurance procedure (Annex X), in the latter case the Customer cannot use ECO notification number in the involved products.

13 COMPLAINTS AND APPEALS

Any involved person can forward a complaint on the activity performed by ECO and its personnel. ECO will analyse the complaint's content in order to establish the appropriate corrective action according to the implemented internal procedures. ECO will always provide a written answer to the complaints, both if the complaint is rejected or is accepted and then treated. In the latter case ECO will provide possible corrective actions to the complainant.

ECO will not treat anonymous complaints. ECO adopt the procedure PG13 *Management of complaints and appeals* as published it its website.

If the complainant will not be satisfied by ECO answer or does not partake of the proposed corrective actions, then can forward and appeal.

Usually appeals will be forwarded by unsatisfied customers against negative certification decision, anyway the appeal must be always in written form, submitted by registered mail (anticipated by e-mail) or by a registered e-mail if the customer has one to the address eco@pec.ecocertificazioni.eu, motives for the appeals shell be described and documented. The appeal shall be submitted within 15 working days from the adverse decision.

Within 5 working days from the received appeal, ECO will inform the appellant that the appeal has been received and which personnel will be appointed to manage the case. The received appeal and the appointment of personnel to manage the case do not void the taken decision until the conclusion of the treatment.

If the appellant is not satisfied by the ultimate decision on the appeal, then he/she can rely on the dispute procedure against ECO.

14 DISPUTES

Any dispute which can arise between ECO and its Customers, due to interpretation, implementation, execution, validity and effectiveness of each point of this Regulation and any legal agreement signed by both parties can be treated exclusively in the Forum of Ravenna (Italy).

15 CONFINDENTIALITY

The activities carried out by ECO, by means of its appointed personnel, rely upon documents and technical documents which can be regarded as sensitive data of the company know-how and/or information subjected to the customer privacy guarantee. To ensure the necessary confidentiality, ECO adopt the prescription set out in the Italian Legislative Decree n. 196/2003 and Regulation (EU) 2016/679 GDPR, on the treatment of the Applicant/Customer data and documents. ECO also adopts measures aimed at protecting data and information obtained in the course of conformity assessment activities, test and / or measurement activities and more generally during all phases involving the processes relating to the provision of the services offered.

Informative on the data treatment and privacy policy are available on the website www.eco-cert.it/en.

ECO do not share the above-mentioned data or information, unless it is requested by legislative prescription[18], ECO will ask for permission to or will inform the Customer (where legal action is involved). ECO extend the confidentiality commitment to all personnel involved in the activities handled according to this Regulation, also ECO adopt appropriate measure to protect paper documents and digital documents.

The Applicant/Customer explicitly accepts that all the information and all the records related to the certification process will be shared with the Italian Accreditation Body (ACCREDIA), with the Decision Committee and with the adopted Mechanism for Impartiality Safeguard as required by the accreditation standards ISO/IEC 17065.

16 CERTIFICATION TRANSFER

16.1 Change of the company name of the manufacturer

If the Customer changes its own company name or its address, this information shall be communicated to ECO by written means i.e. registered mail or registered e-mail to eco@pec.ecocertificazioni.eu together with the following documents:

- Copy the Commerce Chamber certificate which show the declared modification;
- Copy of the legal act which states the declared modification (if any).

ECO will verify the received information and the Decision Committee will allow the emission of the amended certificate (the revision number will increase by one), the previous revision of the certificate will be surpassed and shall be returned to ECO. The cost of the amended Certificate will be charged according to the legal agreement signed. ECO will retain the right to verify the information received and to carry out appropriate assessment to ensure the respect of the requirements needed to be respected to comply with the issued Certificate, this is particularly important where QMS approval is involved and the modifications are related to the high management or production site.

16.2 Certificate transfer due to an OBL agreement

The manufacturer and/or their authorised representative, who has received an EC type-examination Certificate can apply the transfer of their certificate to other companies that have entered a contract with them as an OBL (Own Brand Labeling).
In this case both companies shall fill-in the appropriate form, provided by ECO, with all the information necessary to identify the products related to the Certificate which will be labelled by the OBL company and which will be mentioned in the transferred certificate.
The OBL company shall be committed and will have the same right of the original manufacturer (and Certificate's owner), also the OBL company shall provide to ECO copy of the documents made with its own brand (instruction for use, EC label, EC declaration of conformity).
The new Certificate will be valid from the decision of the certification committee and will expiry in the same date of the original certificate.
If the original certificate expiries or will be revoked then the transferred certificate issued to the OBL company will void accordingly, the OBL company shall comply with the prevision set out in paragraph 12 of this Regulation.

[18] i.e. Annex IX point 7 is applicable, or the magistrate asks for the information

17 SAFEGUARD CLAUSE OF THE CERTIFICATIONS ISSUED

ECO has taken put an insurance policy to protect the certified organization, also if ECO will cease its activity as Notified Body, then to ensure the validity of the issued certificates and prosecution of the certified organization manufacture, ECO will sign agreement to transfer the issued certificate to others suitable Notified Bodies, without additional cost charged on the certified organization from ECO.

Said transfer will only start if the certified organization will agree with ECO, if this is not the case all documents related to the Certificate will be submitted to the Italian National Authority for market surveillance who will contact the certified organization in order to select another Notified Body.

18 MODIFICATION OF THE CERTIFIED PRODUCT OR OF THE APPROVED QMS

The Customer shall inform ECO which retains the technical file relating to the EC type-examination certificate (Annex IX) of all modifications to the approved type. The ECO will examine these modifications as described in paragraph 7.6 and then either confirm the validity of the existing EC type-examination certificate or issue a new one if the modifications are liable to compromise conformity with the essential health and safety requirements or the intended working conditions of the type. In case of Full Quality Assurance procedure (Annex X) any modification of the approved QMS which can affect the product conformity to the Directive (i.e. design approval procedure, organization management, technical staff, final control, etc.) the Customer shall inform ECO prior or as soon as possible after their implementation. ECO will establish if those modification can impair the Certificate and if an additional audit is necessary.

The Customer shall submit a request and will receive an offer for said activities, when the offer is accepted ECO will proceed with evaluation which can be off site on documents only or on site, to check out the product or the QMS as described in paragraph 9. If the assessment's outcome is negative the Decision Committee for certification will suspend the Certificate until all the NCs will be solved (see paragraph 12.2 for details).

If the assessment's outcome is positive the Decision Committee can confirm the validity of the existing Certificate or can ask for its amendment if necessary.

19 EXTENSION / REDUCTION OF THE CERTIFICATE SCOPE

If the Customer submit a written request to extend or to reduce the scope of a Certificate[19], ECO will evaluate the request to establish if it can be accepted[20].

when ECO has established the correct procedure will provide the related offer to Customer and if accepted the process will follow the rules set out in paragraph 9.

If the modification requested and granted are related to the scope reduction, the Customer shall amend all the advertisement documents.

20 MODIFICATION OF THE CERTIFICATION REQUIREMENTS

Amendments on harmonised standards or to the legislative framework can affect the requirements set out for the certified products and for the maintenance of the Certificate itself.

ECO undertakes to promptly communicate to its Customers if any of the new requirements shall be implemented and the deadlines to adopt the needed measures. ECO will provide the related offer if the whole certification process or part of it is deemed necessary.

When the offer is signed ECO will appoint its personnel to carry out the appropriate assessment. If the assessment outcome is positive the Decision Committee will grant the Certificate amendment. If the assessment's outcome is negative because the Customer has not implemented the appropriate measure to comply with the new requirements, then the Decision Committee can start the suspension procedure as per paragraph 12. If the customer refuse at all to comply with the new requirements, then the Decision Committee can decide for the revocation procedure as per paragraph 12.

21 MODIFICATION OF THIS REGULATION

Due to the changes in the legislative framework and continuous improvement of the standards related to the certification process in the scope of this Regulation, ECO may approve modification on some paragraphs or to the whole document.

ECO keep this Regulation updated in its website, in its headquarter e will provide a digital copy upon request.

The customers undertake to adopt the new terms established in the amended Regulation as written in paragraph 1. Even if the adoption is optional, changes cannot be assumed as just cause for the withdrawal of the signed agreement. Therefore, if the customer does not adopt or accept the amended regulation then suspension procedure, as per paragraph 12 can be promoted.

22 ECONOMIC CONDITION

The economic conditions and the exclusions, written the offer for the certification according to the Machinery Directive refers to the information provided by the Customer /Applicant in the application form (see paragraph 9.3) are based on the price list[21], established by ECO.

[19] i.e. additional variants of the same certified type or remove obsolete variants of the certified type

[20] Sometimes the reduction of the scope can affect the whole certificate

[21] The price list can be verified at ECO headquarter on request of the legal representative of the customer

The Customer/Applicant who wants proceed with the certification process shall accept (sign) the offer provided by ECO as per paragraph 9.3, also undertaking to comply with the payment conditions contained therein.

22.1 Changes in the offer, in the price list and right of withdrawal

Changes to the economic conditions signed by the Applicant, may be applied by ECO if it detects discrepancies between the data communicated in the application form and what is found during the subsequent verification activities provided for by the Certification Process. Or following revisions of the price list.

22.1.1 Changes in the offer

If ECO personnel will detect differences between the information provided in the application form and the actual condition assessed in the certification process, then ECO will amend the previous offer or will submit a new one for the additional costs. The certification will put to a hold until the customer will sign the amended/new offer.

If the Customer refuses to accept and sign the amended/new offer the certification process will be aborted, and ECO will send the invoice for the activities already carried out.

22.1.2 Changes in the price list

The adopted price list is periodically amended by the high management. If those modification shall be implemented also in certification process already started (i.e. man/day cost for the surveillance of the QMS) those changes will be communicated by e-mail and the offer can be amended accordingly.

The customer can reject the changes within 1 month from the communication received by ECO. If a new agreement is not reached, then the Certification will expire at its natural expiry date or on occasion of the next scheduled surveillance.

For the activities already carried out in during the month granted to decide the new economic condition, ECO will apply the previous price list.

22.1.3 Withdrawal and notice

The Customer can recede from the signed legal agreement with a head-notice of 3 months before the expiry date. If the head-notice is less than 3 months ECO can apply a penalty up to 20 % of the total amount written in the agreement.

If the Customer does not fulfil the economic commitments signed with ECO, the latter can start the procedure for suspension and revocation of the Certificate.

23 CERTIFICATION ADVERTISEMENT

The Customer can publish and advertise the obtained certificate as he/she wish, therefore the Certificate can be shared in whole, with reduced or increased dimensions, in colour or black and white, but avoiding any alteration.

Other conditions from those stated above shall be requested in advance and authorised by ECO in written.

The Customer shall avoid misuse or equivocal use of the obtained Certificate and shall not suggest that the certification extends to processes and products that are not within the scope of the certification.

If ECO finds out any misuse of the Certificate, or if receive notice or complaint from the market about a misuse of any certificate, then it will take legal measures to stop the fraudulent behaviour and will start the revocation procedure.

To use ECO mark on advertising documents please check ECO Regulation RG02 in our website. To use ACCREDIA mark on advertising and technical documents please check the ACCREDIA Regulation RG09 in www.accredia.it.

Privacy Policy according to art. 12 and 13 of Regulation UE no.16/679

Dear Customer,
according to art. 13 of Regulation EU no. 2016/679 we would like to inform you of the following:

The purposes of the processing:
Your personal data, freely communicated and by us acquired for the activity conducted by **ECO CERTIFICAZIONI S.p.A**., will be processed lawfully and correctly for the following purposes: administrative, accounting, commercial through newsletters, anti-money laundering checks and for compliance with legal norms. Your data will not concern data of a so-called "sensitive" nature,but may instead relate to data of a "legal" nature in case of bankruptcy proceedings and transcribed in the criminal records.

Method of treatment:
Your data will be processed, in accordance with the necessary security and confidentiality, through the following methods: the collection of data directly at the person concerned or by means elettronic devices such as e-mail, the data will be collected and recorded for certain, explicit and legitimate purposes and used in further processing operations compatible in terms with these purposes, the treatment will be put in place with and without the help of electronic and automated tools , the retention of the data will take place in a form that allows the identification of the person concerned for a period of time not exceeding the period below.

Legal basis of processing:
The legal basis for the processing of personal data is based on a contract signed between the parties or on contract proposals (commercial offer).

Legitimate interests pursued by the controller
In accordance with the art. 6 the legality of the treatment is based on the consent expressed by the subject.

Compulsory or optional nature of the provision of data and consequences of a refusal to answer:
The nature of the data provided by you is mandatory for the supply of the products requested, in case of refusal it will not be possible to supply our services to you.

Communication of the data to a third party:
Your data could be communicated during the inspections or the tests (when requested), to all the inspection's bodies responsible for verifications and checks on the regularity of the legal requirements.
Your data may also be disclosed to professional companies/firms providing accounting, administrative, tax, legal and financial advice for accounting.

Storage times:
Your personal data will be storaged for 10 (ten) years, from the end of the contract, wherelse specified by a specific law.

Presence of an automated decisional process:
There is no presence of an automate decisional process, the data are not object of profiling.

Intention of personal data controller:
The data controller will not transfer your personal data to an Extra EU Country.

Controller and Supervisor of the treatment:
The controller of the data procedure is **ECO CERTIFICAZIONI S.p.A.**, with lhead office in Faenza (RA), via Mengolina n.33, represented by Mr. Farina Carlo.
Contact of the controller of the treatment, email address: info@eco-cert.it
The Supervisor of the designated procedure for the reply to the interested party in case of exercise of his rights, is Mr. Minguzzi Stefano.
The interested party may use, at any time, to exercise his rights, according to the art. 15 as we report the whole corp of text.

Art. 15 Regulation EU 2016/679 - Right of access to personal data and other rights

The person concerned has the right to obtain confirmation of whether or not personal data exists, even if it has not yet been recorded, and their communication in an intelligible form. The person is entitled to obtain an indication: of the origin of personal data; purpose and manner of treatment; logic applied in the case of treatment carried out with the help of electronic tools; the identification details of the controller, the manager and the designated representative under art. 5 paragraph 2; of the subjects or categories of persons to whom personal data may be disclosed or who may become aware of it as a designated representative in the territory of the State, of managers or appointees. The person is entitled to obtain: updating, rectifying, that is, when there is interest, data integration; the deletion, anonymous transformation or blocking of data processed in violation of the law, including data that is not required to be retained in relation to the purposes for which the data was collected or subsequently processed; the proof that the transactions referred to in letter a. and b. have been made aware, including with regard to their content, of those to whom the data has been disclosed or disseminated, except in the case where such fulfillment is found to be impossible or involves the use of means manifestly disproportionate to the protected right. The person has the right to object in all or part of this: for legitimate reasons to the processing of personal data concerning him, although relevant to the purpose of the collection; the processing of personal data concerning it for the purpose of sending advertising or direct sales material or for the completion of market research or commercial communication. In particular, you may at any time ask the Controller for access to personal data and the correction or cancellation of the data or the limitation of the treatment that affect it or to oppose their treatment, in addition to the right to the portability of the data. The person has the right to withdraw consent at any time without prejudging the legality of the treatment based on the consent given before the withdrawal and has the right to complain to a supervisory authority. Data deletion is not permitted in cases where the applicable legislation provides for it to be maintained for a specified period.The exercise of rights can be exercised by writing to the e-mail address: info@eco-cert.it

Expression of the Agreement
(art. 7 Regulation EU no. 679/2016)

Agreement for the process of your personal legal data identified in the modality and for the purpose indicated in the report.
□ I agree □ I do not agree **(in case of refusal we cannot provide the certification requested)**

Agreement for the use of your personal data to send newsletters with commercial information about our company
□ I agree □ I do not agree

Signing the present I declair I have read carefully all the contents of the Agreement sent by you according to the art. 13 of D.Lgs. 196/2003 and of the Regulation EU no. 679/2016 and to have received a copy .

Place and date _____

The Customer
_____
(stamp and sign)