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# GENERAL SUPPLY CONDITIONS

Id: 237 - Type: QualityManual - Original language: English - OnLine: YES -

Text automatically translated. See the English original if in doubt. (id=236)

albarubens

QM ref: ALL 7.1.3

Records status checked on 22 Oct 2019 (23:53) Restricted: NO  
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## DOCUMENT REVISION HISTORY

	DATE	REASON	EDIT	APPR
<b>CURRENT:</b>	<b>20 Feb 2019</b>	<b>Clarifications about the decision rule for pass/fail</b>	<b>deluca</b>	<b>terzaghi</b>
PREVIOUS:	19 Sep 2018	Responsibility, compliants, GDPR	terzaghi	terzaghi
PREVIOUS:	29 Aug 2017	Better clarification of confidentiality criteria for information	terzaghi	terzaghi
PREVIOUS:	11 May 2017	Clarifications about documents and uncertainties	terzaghi	terzaghi
PREVIOUS:	10 Apr 2017	Modification from Accredia VI 14-15/03/2017	deluca	terzaghi
PREVIOUS:	30 Mar 2017	Content and use of report/certificates	terzaghi	deluca
PREVIOUS:	23 Feb 2017	Limitation of responsibility for additional tests and for samples disposal	terzaghi	deluca
PREVIOUS:	11 Feb 2017	Explanation of 'drafts' use and meaning	terzaghi	deluca
PREVIOUS:	29 Jan 2017	Update of failed test and complaint management sections	terzaghi	deluca
PREVIOUS:	26 Jan 2017	Joint liability between Payer and Applicant	terzaghi	deluca
PREVIOUS:	21 Jan 2017	Additional explanation of payment terms	terzaghi	deluca
PREVIOUS:	19 Jan 2017	New details on delivery time	terzaghi	deluca
PREVIOUS:	20 Dec 2016	Harmonization with the provisions already present in the commercial offers	terzaghi	deluca
PREVIOUS:	11 Dec 2015	add paragraph "DISCLOSURE RELATING TO CURRENT SAFETY STANDARDS"	deluca	terzaghi
PREVIOUS:	19 Oct 2015	First release	terzaghi	deluca

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## 0 - ABSTRACT

Albarubens srl performs laboratory tests and issues product certificates.

These activities are often related but in any case different, subject to different legal regulations:

1. in the execution of the laboratory tests, then the relative test report, Albarubens provides technical / scientific information, often merely numerical or photographic, intended to be used as a basis for subsequent evaluations, which are beyond the scope of supply;
2. by issuing product certificates, on the other hand, it assumes joint and several liability with the customer regarding the technical characteristics and the regulatory compliance of its products, without making any profit from the subsequent marketing of the same.

In the first case, Albarubens liability is limited to the correct execution of the tests as per the relevant rules or protocols, without this constituting a judgment of merit or suitability for use or of regulatory compliance.

In the second (the certification) the responsibility is much wider, being Albarubens called to respond (civilly and criminally, without spatial and temporal limits) if the alleged conformity did not appear solidly founded.

Evident as this implies a predominantly fiduciary relationship between Albarubens and his client, based on fairness, honesty and transparency in relationships.

In any case - note well - the certification activity is based on statistical checks, however limited to the specific area, so that obtaining a certificate is not an attestation that the client company is compliant at all from all points of view.

The following paragraphs are a summary of the main issues highlighted by the experience, which constitutes essential clauses; the client, by signing the commercial order, declares to have understood and approved them. They apply both to laboratory activities to those of certification; for the latter also applies the "ATEX Certification Regulations", available on the website or in the appendix to the offers. For equipment rental at our premises, please refer to the specific regulation.

If the customer feels not applicable one of the clauses contained herein or directly in the offer text, it is invited to negotiate a modified quotation; similarly if some general purchasing conditions are not matching.

We believe that our terms are well-balanced and justified by our intake of responsibility mentioned above; the lack of acceptance involves our non-acceptance of the commercial order.

For 'site', where quoted, it means the <http://www.albarubens.cloud> link or <http://saronno.albarubens.it> to which the customer can access the credentials indicated for each tender.

In the following, the Laboratory/Certification Body "Albarubens srl" is abbreviated by the initials AR.



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## 1 - COMMERCIAL ORDERS

Requests for any activities take place as a rule through the website, but also via e-mail or verbally; they are not binding for the customer. AR always outputs formal written offers for all the required activities, complete with executive and details about the core terms, with an indication of the times, the expected costs, the samples and any other necessary materials. If a "Memorandum of meeting", it is an integral part of the offer. The customer is invited to check that what is offered corresponds to its needs, asking for an offer revision if needed; information exchanged on an informal, verbal or via e-mail but not reported in the offering, may be ignored in the successive activity. The customer may accept the offer through written notice, signed and stamped in digital, by following the procedures provided in the offer, together with accounting of the bank where it is required a deposit. Under Italian law, two signatures are required: one to accept the offer, the other to accept the "unfair" terms set out therein. Beyond the terms of validity stated in the offer, the order may be not accepted. The letter of confirmation of the accepted orders is available digitally on the website. Verbal orders can be accepted in exceptional circumstances and never for certification activities; in anycase they are valid only after the issue of the relevant AR written confirmation. Any subsequent changes to the order are to be subject to a new offer by AR.

AR accepts orders made by a customer (the so-called 'Payer') to carry out activities in favor of a third party (the 'Applicant'). This means, for example, that AR may issue a test report addressed to an Applicant, while the invoice and the payment will be charged to the Payer, acting in the name and on behalf of the Applicant. In these cases the order will be accepted only if signed by both, in the spaces provided on page 3 of the offer. Note that the clauses, even unfair, are shared between the parties; in case of missing down-payment (if required) or final balance, AR invokes the joint liability of both parties. This means, for example, that AR may revoke a certificate addressed to the Applicant if the Payer refuse to pay the balance invoice, regardless of the status of relations between the Applicant and Payer. In these cases it is possible for the Applicant to succeed the Payer, by signing a new trade order which cancels and replaces the previous one.

Our offers include only the explicitly listed activities, as we have understood that the client is asking, without warranty about the actual utility to the customer; if in doubt, it is recommended to ask for a preliminary clarification. In most cases, the total compliance with all applicable legislation requires additional tests and / or certifications to what we can offer; if in doubt, we recommend to ask for clarifications and very often we can re-direct to our partners capable to offer the necessary additional services, but in any case these obligations are under the sole responsibility of the customer.

## 2 - PRICE

The price includes:

- test sequences/certification/inspection, as listed inside the commercial offer and executed in compliance with the technical standards.
- test report/certificate/inspection report

The price not include:

- any corrective actions and repetition of failure tests/calibrations that will be quantified separately
- any local taxes
- any costs for packaging and transport
- any travel cost

The offers for certification include the tests assumed as necessary in the preliminary investigation stage. The analysis phase of the product to be certified may show other necessary tests, as required by the technical standards or evaluation of the product documentation; in the same way, some tests may result not necessary. In these cases, AR has power to amend the offer, explaining the reasons. The payment is requested in any case for execution of verifications and tests, not for their result; it's due even if the result of the tests were negative and the certificate was not issued because of major not-conformity.

## 3 - PAYMENT TERMS

The customer receives from AR high scientific and legal valuable services, which charge AR of responsibility that would require expensive insurance policies. In exchange for this, the customer is required to pay only modest amounts, far below the value of what has been achieved. Please consider that the containment of financial risk is the fundamental condition for our very low price policy. Then the payment is to be guaranteed, justifying the conditions rather rigid set forth herein; the customer who does not agree is free to give up our services.



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Where the budget commitment for an activity is particularly high, it may be required sharing of the customer through the payment of a deposit. Where the down payment is required in the commercial offer, it is strictly required: before it, AR will not accept neither the order nor any commercial samples to be tested, rejecting both.

Upon receipt of the requested sum, AR will issue the invoice and start the activities.

Testing and/or certification shall be deemed concluded with the issuance of the draft, respectively, of the test report and/or certificate. Billing begins peremptorily on the date of that draft, which is submitted to the customer only as a courtesy, to allow any typographical and formal review. After 15 days without comments, AR issues the definitive versions, without any modification. In case of non-payment of the balances on time, test reports and/or certificates are removed from the authentication system; they are consequently withdrawn and therefore unusable at the judicial level.

For special activities, such as participation in courses or hire equipment at the laboratory, the payment must be fully in advance.

Payments are due to AR in the terms and in the manner specified in the offer, which contains the proforma invoice with all the information. In case of delayed payment, AR reserves the following rights:

1. not accept the trade order until the receipt of the deposit, where required;
2. suspend the running operations and any further activities related to other contracts between the parties;
3. claim payment of default interest in the amount indicated by Italian Legislative Decree no. 9 October 2002 n. 231;
4. request the payment due for already performed activities and compensation for any damage suffered.

## 4 - ACCREDITATION OF ALBARUBENS

(valid only if brand ACCREDIA is present on the offer)

The certificate of accreditation got by the AR and the brand ACCREDIA here shown together with the AR logo certifies that ACCREDIA recognizes that AR operates according to UNI CEI EN ISO / IEC 17025:2005 "General requirements for the competence of testing and calibration laboratories" (published at ACCREDIA).

The technical competence is thus guaranteed by ACCREDIA accreditation only for testing services described into the schedule of accreditation of each Laboratory/Certification Body issued by ACCREDIA into its website.

There is a convention signed between ACCREDIA and AR, that is available on AR website. The brand or the reference to accreditation shall not be used in the documentation concerning a product, or be reported on a product.

(valid only if brand IEC Ex is present on the offer)

The certification agreement of AR requires that the customer observes the following points:

- fulfil the certification requirements including any implementations communicated by the Body;
- make sure that the certified product continues to fulfil the product requirements;
- adopt all necessary arrangements for the conduct of evaluation and surveillance (including supply, access to the location, equipment and documentation required);
- adopt all necessary arrangements for the investigation of complaints and the participation of any observers;
- make claims regarding the certification consistent with the scope of the certification;
- conform to the rules of the use of the certificate issued by the body and the mark of conformity;
- stop the use of any material that contains explicit references to the certification, in the case of suspension, revocation or expiry of the certificate;
- immediately inform the certification body of changes that may affect its ability to conform with the certification requirements.

## 5 - ACCREDITATION OF AR AND TEST REPORT/CERTIFICATE ISSUED

Test reports contain all and only the results of the performed tests and concern all and only the samples that have been tested. They are confidential documents: only the customer is entitled to disclose them.

The certificates consist of a comprehensive assessment of compliance with technical standards/specifications and/or law to which they relate, based on technical documents and an evaluation report of a confidential nature.

The certificate itself does not imply any confidentiality and can be inserted into public records.

At the end of the tests and evaluations, AR sends the customer a draft of the report or certificate, having already revised content and therefore considering it as definitive.

Billing and the subsequent payment period start from the date of this event, which certifies the end of our activities.

The sending of this draft is a courtesy only, to allow the customer to ask for any editorial changes or the inclusion of better explanations.

However, if after 15 days the customer has not commented in any way this draft, it is deemed accepted and the document is issued in final form.

The reports/certificates are written with format and content consistent with international standards and contain all and only the necessary information. The certificates are bilingual English/Italian, the test reports in English only; the issue in other languages ??is not generally possible.



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All documents are issued in digital PDF format only and are digitally signed; they can be authenticated in Albarubens website, following the instructions present in the cover.

Being technological documents, the customer can not request changes nor merit nor pagination, or file format.

The reports/certificates issued by AR, after the payment, become property of the customers, which are free to duplicate and distribute them only in their entirety.

The partial reproduction, with additions or omissions, in general is not allowed; customer is entitled to paste parts of the reports, mentioning the source, but only within their documents, without the Albarubens logo.

The customer may request that the positive or negative outcomes are separated into two reports; in any case they will be both included in our general register.

AR keep records of the results for a period of 10 years.

## 6 - TOLERANCE

All measurements of physical quantities are affected by measurement uncertainty, the presence of which is a mere physical fact and it is intended to be a priori accepted.

Test reports show, for each measurement, the value of such uncertainty, as calculated and validated by appropriate procedures in accordance with the standards and good practices.

Unless explicitly specified by the reference standard, the uncertainty does not contribute to the determination of the pass/fail result, but it is still verified in order to guarantee the reliability of the measurement. On the contrary, when indicated in the standard, the decision rule applicable is expressed in the acceptance criteria of each test, already expressed in the offer.

The customer may request information about the measurement uncertainties already in the pre-contractual phase, specifying in advance the eventual need for particularly high precision.

## 7 - OBJECTS UNDER TESTING

Samples are delivered to the laboratory in subcontracting, but remained property of the client.

AR ensures the accurate preservation, protected both by thefts and from prying eyes, as far as possible.

The commercial offers contain a paragraph with information on test samples, based on information provided by the customer; by signing the trade order, the customer declares the complete correctness.

Please refer to the website [www.albarubens.it](http://www.albarubens.it) (Price list) in order to check physical limits of the objects handled by AR.

Remember that the tests to which the objects are submitted have generally destructive nature.

The customer is required to notify in advance any special disposal requirements, both for samples and packaging, due to ecological reasons (for example: presence of hazardous materials) or confidentiality (assurance of final destruction).

The presence of prohibited substances inside the samples may produce the contract termination, with compensation reserve for the added costs to be incurred for proper disposal according to law.

Albarubens can offer, with separate item in the budget, a certified shredding service for samples and packaging, but this must be requested at time of order; otherwise, samples and packaging will be disposed without any guarantee of confidentiality, even exposing them to the risk of malicious reverse-engineering.

## 8 - OBJECTS IN INSPECTION/CERTIFICATION

The Body usually defers sampling to customers that subscribing this offer states that the objects examined have been sampled in accordance with the IEC 60410: 1973. Where this is not possible Body follows the reference standards (IEC 60410:1973 and UNI EN ISO 19011:2012) for that activity also applying their internal document ISTR 7.1.2.

## 9 - DELIVERY OF MATERIAL

In a single lot, ex our workshop at the address indicated on offer.

All charges and transport costs are client responsibility, Albarubens does not pay anything for transport. Delivery at least 1 week before the fixed date for the beginning of the activities, after telephone arrangement.

In case of delayed delivery or damage of materials at reception, the activities will be queued to the waiting list.

In default of order and advanced payment (if requested), the material delivery will not be accepted.

Objects in testing/calibration/inspection/certification always travel at full risk of the customer. AR declines any responsibility regarding transport, vehicle, route chosen and any additional cost that may be charged by the carrier. AR never pays for damages caused by transport.

When samples come from non-EU countries, the carrier is obliged to follow the customs instructions attached to the commercial offer; in case of wrong clearance, samples will be rejected.



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## 10 - RETURN OF MATERIAL

The final destiny of the samples subjected to testing is regulated in the specific section contained in the commercial offer.

## 11- COMMUNICATION OF RESULTS AND CONFIDENTIALITY

AR guarantees the full confidentiality of all the information it possesses as a result of its activity, indefinitely and subject to the exceptions listed below. All the collaborators, both internal and external, have signed a special statement and are aware of both civil and criminal consequences in the event of unauthorized disclosure of customer information.

If the customer so wishes, he may request the signing of an additional non-disclosure agreement, which does not add anything to our already strict protocols.

AR will disclose all information (in particular test reports, certificates and invoices) only to the recipients of the initial commercial offer, with the name, telephone and e-mails indicated therein.

They may include, in addition to the owner of the final document, any commercial intermediary as well as an authorized third party (ie consultant), in any case listed on the second page of the offer.

The subscription of the offer implies that the client recognizes the persons indicated as authorized to receive any kind of information deriving from our business, including those sensitive as the outcome of the evaluations and the related costs.

The only third parties to whom the information may be transmitted, even in the absence of a specific authorization, are our accrediting authorities and possibly the Magistrate.

The confidentiality constraint has the following exceptions:

1. the existence of the business relationship: AR does not disclose either the content or the outcomes, but AR may publicize to have an ongoing business with a particular customer; AR never accepts requests for secrecy about the existence of a commercial relationship;
2. the lack of confidentiality on the names of customers (ie the use by AR of the so-called 'references') normally also extends to customers of clients, to customers of the commercial provider and to the holding of the client. Exceptions to this criterion must be explicitly agreed upon at the time of the offer; if not adequately motivated, induce AR to refuse activity;
3. the only ATEX certificates issued on a permanent basis are public documents, which AR may and must distribute to anyone who requests it; note that they do not contain technical information on the products to which they refer; its attachments, although mentioned in the certificate, are confidential documents that are not distributed;
4. AR publishes aggregate and anonymous statistics, like number, type and geographical destination of documents issued, whether they are certificates or test reports;

## 12 - DELIVERY

The delivery dates shown in the offer and in the order confirmation are indicative, so not essential nor binding for AR.

Both the tests that certifications, in fact, consist of scientific activities, for which is known as the time is never predictable.

It is quite normal for the laboratory tests and equipment analysis to involve studies and special investigations, which are highlighted during the activity. Any more of AR's commitment does not result in additional costs on the customer, who in turn accepts the inevitability of longer time, without invoking the impossible fulfillment of mandatory delivery terms.

Tests and certifications start immediately after the receipt of the samples, the necessary technical information and the trade order.

If the customer does not provide the requested information within a reasonable period, AR performs the tests applying the industry standard benchmarks, generally already mentioned in the offer.

AR is not required to pay any compensation whatsoever for any direct or indirect damages due to delivery delays, or interruptions or partial or total resolution of the supply of services.

Similarly, the customer can not suspend payment of the supply of services, or terminate this contract, citing delays in the works of AR.

## 13 - TESTS WITH 'FAIL' RESULT

It's natural for laboratory activities to obtain from a test an outcome different from what is expected or desired by the customer.

AR is responsible for the proper execution of the tests but not the outcome thereof; the outcome, although unwelcome, does not give way to impact on payments due to AR, nor produce pressures to change it.

As a rule, if the customer wants the repetition of a test to confirm the result, on the same or different samples, AR will issue a new offer followed by a new trade order.

Only in cases of scientific doubts, objectively documented in writing by the customer, AR can shoulder the mere repetition of the test in the presence of customer trust expert, to investigate any strange phenomena.

The final test report will document all the performed tests, with thier outcome.

In special cases, the customer can ask to be separated into two different documents the positive results from negative; both will be officially issued and



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published on our authentication system.

In any case, the customer can ask the concealment of negative outcomes.

Where there has been requested to issue a certificate as a consequence of the tests, in case of negative test results the certificate cannot be issued.

## 14 - UNFORESEEABLE CIRCUMSTANCES OR FORCE MAJEURE

In the case that, after the order, AR is unable - for whatever reason - to perform activities agreed, AR may cancel the contract and it will have to return to the customer only the down payment.

In the case of unforeseeable circumstances or force majeure during the perform of the test or certification, AR promptly notifies the customer any causes for temporary or partial inability.

Delivery terms may be extended. In any case of unforeseeable circumstances or force majeure that prevent AR or the customer to maintain the contract, AR may suspend the contract.

## 15 - ORDER SUSPENSION - CONTRACT RESCISSION

The Laboratory/Certification Body/Centre/Body may suspend order and further deliveries of services when one condition or part of the contract are not satisfied, when customer change name or isn't able to satisfy payment.

In this case the Laboratory/Certification Body/Centre/Body can hold the received payment.

Moreover the Laboratory/Certification Body/Centre/Body may suspend any contact if the conditions of the market changes or modify the normal running of the Laboratory/Certification Body/Centre/Body activities.

## 16 - COMPLAINTS AND CONTROVERSIES

The customer can complain to AR if he deems the rendered service unsatisfactory for any reason.

The complaint must be in writing, even by e-mail and without the formality of the appropriate form, but must be sufficiently detailed to allow us to understand and respond.

Verbal only complaints are not recognized and managed, nor are those claimed by third parties: only those who have received a test report / certificate (or have sustained the cost) have the right to claim, not - for example - their final customer.

AR examines the complaint using a person other than who managed the activity that is the subject of the complaint, in order to avoid being prevented.

AR can ask the customer for further clarifications, in order to better understand the request and then manage it appropriately.

It undertakes to respond promptly, in writing and within a maximum time of 30 days.

No cost will be charged, whether we believe the complaint is founded or that it is rejected; in the same way, any corrective actions (such as the revision of a certificate) will take place free of charge, if due to our manifest error.

If the complaint originates from objective necessities, which however were not included in the original contract, AR will issue an estimate for the further actions requested.

Note: as a certification body, AR asks its customers to maintain a record of all complaints made and make these records available to the certification, undertaking appropriate action with respect to any defect in the products and the actions taken.

No claim can be relied on in court, even as an exception, if:

1. the customer has not previously submitted the complaint friendly, explaining in writing the nature of the problem and then giving us a chance to solve it;
2. the customer has failed to payments owed to us;
3. the claimant is a third party, unknown to us, we knew not involved in acts;

## 17 - PRIVACY

All Information supplied to us will be treated as fully confidential at all times as required by various privacy acts in force throughout the European Union (European General Data Protection Regulation, 2016/679).

Further information in the document "Privacy statement", available in the AR website.

## 18 - JURISDICTION

All activities and certification will be provided in Italy, in case of disputes Italian law will prevail and we will pay attention only to the Italian Court located in Busto Arsizio (VA).



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## 19 - DISCLOSURE RELATING TO CURRENT SAFETY STANDARDS

For the purposes of the Legislative Decree no. 81-2008 and Legislative Decree no. 123-07, it is recognized that the environmental risks in which Albarubens has to work are those related to your field, as of our experience. Albarubens staff will take personal protective equipment, as well as adequate measures of prevention and protection. If no communication with different evaluation of environmental risks will be submitted, we will consider appropriate this communication.

## 20 - FINAL CLAUSES

Accepting these terms customer waive any own general conditions of purchase, in particular restrictive clauses. (point 10, 12, 14, 15 and 18 in this document)

These terms are not subject to modification, unless signed agreement by both parties.

**End of document**

*AutoSigned by SSL Certificate*

