Rules for the release and the maintenance of the Factory Production Control (FPC) certification according to EU Regulation no. 305/2011 relating to construction products.

Annex V - Point 1.3
System of Assessment and Verification of Constancy of Performance (AVCP) 2+

Rev.	Date	Description	Issued	Verified	Approved
00	20.12.2012	First emission	RSH	DIR	CDA
01	04.01.2016	Updating review	RSH	DIR	CDA
02	01.01.2017	Updating review	RSH	DIR	CDA
03	20.03.2020	Updating review	RSH	DIR	CDA

INDEX

1. GENERALITY 3
   1.1 Scope and purpose 3
   1.2 Reference legislation 3
   1.3 Terminology and definitions 3
2. PRINCIPLES 3
   2.1 Impartiality 3
   2.2 Independence 3
   2.3 Confidentiality 3
3. GENERAL TERMS AND CONDITION 4
   3.1 Activities description 4
   3.2 Limits of certification and responsibilities 4
   3.3 Access to information 4
   3.4 Obligation to provide information on the legal process 4
   3.5 Audit and safety at the work place 4
   3.6 Changes to the certification procedure 5
   3.7 Using external resource faculty 5
   3.8 Fees for certification activities 5
   3.9 Advertising of the certification 5
   3.10 Contract termination 5
4. CERTIFICATION PROCEDURE 5
   4.1 Certification request 5
   4.2 Application for certification 6
   4.3 Documents review 6
   4.4 Audit at the production sites 6
   4.5 Audit outcome 7
   4.6 Type of findings 7
   4.7 Certification release 7
   4.8 Maintaining the certification 7
5. SUSPENSION AND REVOCATION OF THE CERTIFICATION 8
   5.1 Suspension of certification 8
   5.2 Revocation of the certification 8
6. CONTROVERSIES 9
   6.1 Complaints 9
   6.2 Recourses 9
   6.3 Disputes 9

1. GENERALITY

1.1 Scope and Purpose

This document states the procedures followed by QONCERT for the release of the certification of the Factory Production Control for the CE marking of the construction products in compliance with the EU Regulation no. 305/2011. This document also states the rules for the use and the maintenance of such certification.

1.2 Reference legislation

This document takes into account the following statutory positions:

- EU Regulation no. 305/2011.
- Harmonized standards and specific support standards for the product to be certified.
- Other sectoral documents (regulatory mandates, the EU Commission's guidelines, etc.).

1.3 Terminology and definitions

The terminology used in this document refers to the definitions specified in the following statutory positions:

- EU Regulation n. 305/2011
- UNI EN ISO 9000
- UNI CEI EN ISO/IEC 17000
- UNI CEI EN ISO/IEC 17065

2. PRINCIPLES

2.1 Impartiality

Any Manufacturer can have access to the QONCERT certification services without any discriminatory conditions of trade, financial or membership of particular associations, in accordance with the certification procedure described in this document.

Maintaining the principle of impartiality through the entire procedure of the certification process is guaranteed by the constant supervision of the Committee for Safeguarding Impartiality (CSI), elected by the Board of Directors of QONCERT and consists of members that are not part of the Certifying Body.

2.2 Independence

QONCERT is not directly involved in the design, production, representation, marketing, maintenance and installation of construction products involved in its certification activities. Furthermore, the Certifying Body does not offer assistance during the design and development of these products, nor has a connection with the structures engaged in these activities, in accordance with the provisions of current legislation.

The independence principle applies indiscriminately to the internal staff of QONCERT and to all of its employees, including auditors involved in the certification activities. In this way, the Certifying Body provides complete separation from any activity in order to avoid a conflict of interest.

2.3 Confidentiality

QONCERT ensures strict confidentiality of all the information acquired during the certification process by its staff, partners and subcontractors. A mandatory confidentiality agreement must be signed by all its staff and employees involved in the certification process. This document guarantees to treat all information obtained during the certification process in compliance with the applicable laws on privacy and confidentiality.

The validity status of the certificates released by QONCERT is not subject to the constraint of confidentiality. The list of products certified is continually updated and it is available for local institutions or for anyone who wants to verify the validity status of the related certificates. In this list, the validity status of every certificate issued, suspended and revoked by QONCERT is reported.

3. GENERAL TERMS AND CONDITION

3.1 Activities description

QONCERT carries out an assessment of the conformity of the Factory Production Control, and in case of positive outcome, the Certifying Body will issue the corresponding certificates of conformity.

The conformity assessment performed by QONCERT includes a documents review, possibly carried out at the offices of the Certifying Body, and the inspections at the production sites of the Manufacturer listed in the contract documentation. The inspections, unless otherwise required by the reference standard, are conducted by the sampling method. Therefore, the certification does not imply the verification of each individual product/process covered by the certificates.

The maintenance of the certification requires the execution of periodic surveillance inspections (possibly supplemented by occasional checks that, in compliance with the applicable regulations, may also have no prior notice). The Manufacturer is committed to maintain the products and the processes covered by the certification in compliance with the requirements specified in the applicable reference standards, during the entire period of validity of the certification.

3.2 Limits of certification and responsibilities

It is solely the Manufacturer's responsibility for its own legal compliance, therefore, it is committed to comply with all the mandatory requirements of international, national and local laws, which are applicable to the products covered by the certification existing with QONCERT. The certification released by QONCERT attests only the conformity of the product with the standard mentioned in the certificate, and does not represent, therefore, any verification of other mandatory applicable requirements.

3.3 Access to information

The Manufacturer must provide all the necessary support in order to conduct the inspections and it must make all documentation required to verify the applicable requirements available to QONCERT.

All the documentation related to the activity of certification are to be considered restricted, only the members involved in the certification processes have the possibility to access and consult the documents related, except in the case where information about the Manufacturer have to be disclosed due to legal obligations.

3.4 Obligation to provide information on the legal process

The Manufacturer is obliged to immediately notify QONCERT about any irregular situations detected by the Regulatory Authorities, as well as any suspension or revocation of permits or concessions, and any legal proceedings concerning the object of the certification, in compliance with the limits imposed by law.

Depending on the severity of the events occurred, QONCERT can perform additional inspection visits and can act appropriately for the certificate suspension or revocation.

3.5 Audit and safety at the work place

The Manufacturer, in accordance with the current legislation on safety and prevention of accidents at work, undertakes to provide QONCERT complete and detailed information relating to the safety risks in the work environment in which the auditors are going to operate. The Manufacturer also undertakes to promote the cooperation and the coordination of its staff, in order to implement in an effective manner, the measures and the actions required for the prevention and the protection against risks at work.

3.6 Changes to the certification procedure

QONCERT has the right to modify or update the certification procedure described in this document, for example following the review of the applicable standards or following the issuance of new regulations. In these cases, QONCERT shall communicate the new provisions to the certified Manufacturers in written form, specifying the date of entry into force of the amendments, the transitional terms and any adjustments required. If the changes applied cause an extension of the contents to be verified, QONCERT may propose the Manufacturer to reconsider the terms and conditions of the contract for the future inspections.

If the Manufacturer does not accept the new conditions, QONCERT may terminate the contract with a notice of thirty days.

3.7 Using external resource faculty

During the certification process, QONCERT can use many employees, as external parties who operate on its behalf, provided that they are duly qualified. Such entities are required to comply with all the duties imposed on QONCERT, including those on impartiality, independence and confidentiality.

3.8 Fees for certification activities

The fees due to QONCERT for its certification activities are expressly stated in the contract documentation, as well as the terms and the methods of payment. In the event that the release of the certification requires additional activities not expressly provided in the contract documentation, the Manufacturer will have an additional fee commensurate with the actual commitment required.

3.9 Advertising of the certification

The Manufacturer is authorized to disclose and advertise in appropriate ways the certification released by QONCERT, provided that any limitations or conditions in the scope of the certification shall be clearly specified. The Manufacturer must avoid to extend the certification to other products or other production sites not included in the scope of the certification.

The Manufacturer is authorized to reproduce in an integral way certificates issued by QONCERT, enlarging or reducing them, as long as all the contents of the certificates remain legible and are not altered.

3.10 Contract termination

The contract for the continuous surveillance of the Factory Production Control, unless other agreements made between QONCERT and the Manufacturer, is open-ended and allows each of the parties to withdraw with a minimum notice period of 3 months from the effective date of the contract termination, to be notified by registered letter or certified e-mail (qoncert@pec.it).

After the effective date of the contract termination, the Manufacturer cannot use the certificates released by QONCERT and it must avoid mentioning any reference to the certification in any documents. The termination of the contract may be divulged by QONCERT and the list of the certificates will be updated.

If the contract termination request is sent to QONCERT less than 30 days prior to a scheduled visit, the Manufacturer has to pay to QONCERT an amount equal to 20% of the consideration for the scheduled visit.

4. CERTIFICATION PROCEDURE

4.1 Certification request

The Manufacturer willing to obtain the certification of the Factory Production Control must provide QONCERT with the data and essential information for the product to be certified, by sending the form "MD_COM_01 – Quotation request" filled in all its parts. Based on the information provided, QONCERT formulates an economic offer.

In the case in which the Manufacturer is already in possession of a certificate of the Factory Production Control issued by a Notified Body different from QONCERT and it wants to change its Certifying Body, it can apply for the QONCERT certification in compliance with the procedures described in this document.

4.2 Application for certification

If the applicant Manufacturer accepts the conditions specified in the economic offer, it has to send QONCERT the offer countersigned together with the form 'MD_COM_11 Application for certification' completed and signed. These documents formalize the relationship between QONCERT and the Manufacturer.

Upon receipt of the documents above, QONCERT confirms the acceptance of the request and submits the name of the contact person in the certification practice and the auditors appointed to undertake the document review. The Manufacturer may object to the designation of these inspectors, giving its valid reasons.

4.3 Documents review

The Manufacturer has to send QONCERT the following documentation:

- Manual of the Factory Production Control adopted with a detailed description of the production processes of the products covered by the certification and the list of procedures and/or instructions related to the FPC system adopted.
- Additional documentation required by the reference standards.
- Copy of the certificate of registration at the Chamber of Commerce or equivalent document to prove the existence of the Organization and the activity carried out.

In addition, the Manufacturer has to provide detailed information about:

- Any requirements of the applicable standard to be considered not applicable or which require interpretation or adaptation.
- Any outsourced processes necessary for the realization of the products covered by the certification.

The documentation above is evaluated by QONCERT on the basis of the requirements contained in the applicable reference standards. QONCERT may require to examine other documents considered important for the FPC certification relevant to the products covered by the certification. All the documents, in general, are withheld by QONCERT for any future examinations.

The outcome of the documents review will be notified to the Manufacturer during the audit at the Manufacturer sites. In case of specific agreements with the Manufacturer, part of the above documents can be verified directly at the Manufacturer sites.

4.4 Audit at the production sites

After the examination of the documents, QONCERT performs an assessment visit to the Manufacturer sites, previously communicating the names of the auditors in charge of verifying the correct application of all the Factory Production Control procedures examined in the process of document review.

The Manufacturer may object to the designation of the inspectors, giving its valid reasons.

The visit to the Manufacturer sites includes the following activities:

- Initial meeting to explain the purpose and to agree on the modalities of the visit itself.
- Inspection of the production sites of the Manufacturer and where necessary, of the production sites of the suppliers to check the conformity of the Factory Production Control to the applicable standards. For this purpose, the Manufacturer has to guarantee to the team of auditors free access to the production facilities and to the documentation required.
- Closing meeting to explain the outcome of the visit.

In exceptional cases, field verification can be conducted remotely. The possibility to perform the audit remotely must be approved by the Client, who will be informed in advance about the methods of carrying out the audit and the necessary communication channels (e.g. exchange of documents via e-mail, phone calls, Skype video calls, etc. .).

4.5 Audit outcome

The outcome of the audit is notified to the Manufacturer with a written report.

The Manufacturer may indicate any reservations or observations concerning the audit outcome on a special area of the report. In case of non-conformities, the Manufacturer, has to analyse the reason of the non-conformities and it has to propose QONCERT the necessary corrective measures and the period for their implementation. QONCERT will confirm the acceptance of these proposals to the Manufacturer in written form.

In presence of findings of type A (see next paragraph), the certification process is suspended. In such cases, within three months, QONCERT can perform a supplementary audit aimed to verify the correct application of the proposed corrective actions. A successful outcome of this review resumes the certification process. This supplementary audit, depending on the type of the corrective actions to be verified, may consist of documents review or a further inspection at the production sites.

After a period of six months without a positive conclusion of the assessment, QONCERT can definitively close the certification process and invoice to the Manufacturer the time and the expenses incurred up to that moment. In such case, if the Manufacturer wants to continue the certification of his Factory Production Control with QONCERT, it must submit a new application and resume the certification process from the beginning.

4.6 Type of findings

The findings raised during the certification process can be classified into these following types:

FINDINGS TYPE A (major non-conformities)
- Total absence of consideration of one or more requirements of the applicable standards.
- Non-conformity situation, that, in the opinion of the QONCERT team auditor, may cause a failure of the FPC system reducing its ability to assure the control of the products covered by the certification.

FINDINGS TYPE B (secondary deficiencies or minor non-conformities)
- Partial fulfilment of one or more requirements of the applicable standards.
- Non-conformity situation, that, in the opinion of the QONCERT team auditor, cannot cause a failure of the FPC system.

FINDINGS TYPE C (observations or suggestions for improvement)
- Situation that can be improved, even if not strictly connected to the requirements of the applicable standards.

4.7 Certification release

At the end of the certification process, if the audit outcome is positive with the approval of the Deliberation Committee, QONCERT releases to the Manufacturer the certificate of conformity of the Factory Production Control.

After the release of the certificate QONCERT updates the ‘Certificates List’.

4.8 Maintaining the certification

The validity of the certification is subordinated to the successful outcome of the subsequent surveillance inspections. The surveillance inspections may be regulated by a specific ‘Surveillance Agreement’ to be agreed after the finalization of the first certification process and after the release of the certificate.

The surveillance visits shall be carried out in compliance with the requirements specified in the applicable standards. Unless differently specified in the applicable standards, these inspections are carried out at least annually. The dates of the surveillance inspections will be agreed with the Manufacturer with adequate notice and will be confirmed in written form by QONCERT with the names of the evaluation team.

The Manufacturer may object the dates and the designation of the auditors, giving its valid reasons.

The surveillance inspections include the following activities:

- Initial meeting to explain the purpose and to agree on the modalities of the visit itself.
- Review of the last inspection report and assessment of the implementation of the corrective actions used to solve minor non-conformities detected during the previous inspection.
- Inspection of the production sites of the Manufacturer and where necessary, of the production sites of the suppliers to check the conformity of the Factory Production Control to the applicable standards. For this purpose, the Manufacturer has to guarantee to the team of auditors the free access to the production facilities and to the documentation required.
- Closing meeting to explain the outcome of the visit.

In some cases, inspections of the production sites can be conducted remotely. The possibility to perform the audit remotely must be approved by the Customer, who will be informed in advance about the methods of carrying out the audit and the necessary communication channels (e.g. exchange of documents via e-mail, phone calls, Skype video calls, etc. .).

The validity of the certificate is confirmed by QONCERT following the positive outcome of surveillance audits.

During the period of validity of the certification, the Manufacturer must promptly notify QONCERT any significant change concerning the Factory Production Control covered by the certificate. QONCERT assesses the changes applied by the Manufacturer and may establish, depending on the nature of the changes themselves, the actions to be taken to maintain the validity of the certification. If the changes proposed by the Manufacturer cause an extension of the contents to be verified, QONCERT may ask the Manufacturer to reconsider the terms and conditions of the contract for the future inspections. In case of refusal without valid reasons, QONCERT may suspend the validity of the certification.

QONCERT reserves the right to carry out additional inspections at the production sites of the Manufacturer if it receives complaints or reports, considered particularly significant, caused by suspected non-conformities of the Factory Production Control covered by the certification. The costs of the supplementary audits are charged to the Manufacturer. In case of refusal without valid reasons, QONCERT may suspend the validity of the certification.

5. SUSPENSION AND REVOCATION OF THE CERTIFICATION

5.1 Suspension of certification

The validity of the certification may be suspended by QONCERT in the following cases:

- The Manufacturer does not resolve the major non-conformities within the time and in the manner agreed with QONCERT.
- The Manufacturer does not meet the deadlines agreed with QONCERT for the communication of the corrective actions.
- The Manufacturer does not allow that surveillance audits are conducted with the frequencies required.
- The Manufacturer does not pay the QONCERT services within the terms specified in the contract documents.

In any case, QONCERT will notify the suspension of the certification to the Manufacturer by written form.

The suspension of the certification may have a maximum duration of six months. During this time, the Manufacturer cannot use the certificates released by QONCERT and it must avoid mentioning any reference to the suspended certification in any documents. The suspension of the certification may be divulged by QONCERT and the list of the certificates will be updated.

The reinstatement of the certification is subordinated to the verification of the deficiencies having caused the suspension. QONCERT may request a supplementary inspection to verify that the deficiencies have been resolved. In case of positive outcome, QONCERT notifies the reinstatement of the certification to the Manufacturer in written form and the list of the certificates will be updated.

5.2 Revocation of the certification

The validity of the certification may be revoked by QONCERT if the Manufacturer does not solve the deficiencies having caused the suspension of the certification. QONCERT notifies the revocation of the certification to the Manufacturer in written form.

After the revocation, the Manufacturer cannot use the certificates released by QONCERT and it must avoid mentioning any reference to the revoked certification in any documents. The revocation of the certification may be divulged by QONCERT and the list of the certificates will be updated.

Following a revocation, if the Manufacturer wishes to be certified again by QONCERT, it must submit a new application and follow the entire procedure of the certification process.

6. CONTROVERSIES

6.1 Complaints

The Manufacturer can submit a documented complaint about its contractual relationship with QONCERT. Such complaint may result from incidents occurring in the course of the certification process, for example, delays in carrying out the stages of the certification process and improper behavior of the auditors involved.

QONCERT undertakes to analyze all the complaints with absolute objectivity. The actions proposed by QONCERT will be notified to the Manufacturer in written form within 30 days from the date of the complaint.

6.2 Recourses

The Manufacturer can submit a documented recourse if it's in disagreement with a decision taken by QONCERT in the course of the certification process within 30 days from the decision to which is referred. The recourse communication must include a detailed description of the decision against which it is presented and the motivation of the recourse supported by objective evidences.

QONCERT undertakes to analyze all the recourses with absolute objectivity. The actions proposed by QONCERT will be notified to the Manufacturer in written form within 30 days from the date of the recourse.

6.3 Disputes

If the Manufacturer does not accept the actions proposed by QONCERT, the dispute will be handled by a committee consisting of a representative of QONCERT, a representative of the Manufacturer and a representative elected by the two parties as a Chairman. The Chairman elected has the task to review the recourse and to provide to the two parties its opinion in written form. If both parties accept the opinion suggested by the Chairman, it is possible to reach a friendly agreement.

If it is not possible to reach a friendly agreement, the dispute will be submitted to the decision of a Single Arbitrator elected in accordance with the Rules of the Arbitration Court of Piacenza. The Single Arbitrator decides equitably in accordance with the mandatory provisions of the Civil Procedure Code. The court costs will be charged to the losing party.