Rules for the issue and maintenance of Factory Production Control certification in accordance with Regulation (EU) no. 305/2011 on construction products.

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

Rev.	Date	Description	Issued	Verified	Approved
06	22.11.2022	Updating review based on the Audit by Accredia	RSH	RDIR	DIR
05	21.07.2022	Updating review	RSH	RDIR	DIR
04	14.01.2022	Updating review	RSH	RDIR	DIR
03	20.03.2020	Updating review	RSH	DIR	CDA
02	01.01.2017	Updating review	RSH	DIR	CDA
01	04.01.2016	Updating review	RSH	DIR	CDA
00	20.12.2012	First issue	RSH	DIR	CDA

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1. GENERAL

1.1 Purpose and scope

This document lays down the procedures applied by QONCERT for the issue of the Factory Production Control conformity certification for the purposes of the CE marking of construction products pursuant to Regulation (EU) no. 305/2011. Furthermore, this document lays down the rules for the use and maintenance of such certification.

1.2 Normative references

This document has been drawn up considering the following normative reference provisions:

- Regulation (EU) n. 305/2011 and subsequent amendments
- Harmonized standards and supporting technical specifications for the product to be certified.
- Other relevant regulatory documents of the sector (regulatory mandates, guidelines drawn up by the European Commission, etc.).

1.3 Terminology and definitions

The terminology used in this document refers to the definitions specified in the following normative provisions:

- Regulation (EU) 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 may have access to QONCERT's certification services, in compliance with this document, without any discriminatory conditions of a commercial or financial nature, or membership to a particular association.

The preservation of the principle of impartiality throughout the certification process is ensured by the constant supervision of the Committee for Safeguarding of Impartiality (CSI).

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 Body does not offer assistance in the design and development phase of the products, nor does it have associated structures that carry out these activities, in accordance with the provisions of current relevant legislation.

The principle of independence applies indiscriminately to the internal staff of QONCERT and all its collaborators, including inspectors involved in the certification activities. In this way, the Body ensures total separation from any activity at risk of conflict of interest.

2.3 Confidentiality

QONCERT ensures maximum confidentiality on all information acquired by its staff, external collaborators, and any subcontractors. Compliance with this principle is guaranteed by the mandatory signing of a confidentiality commitment for all staff and collaborators of the Body. This document commits the signatories to treat any information obtained in compliance with the legal provisions in force on privacy and professional secrecy.

The validity status of certificates issued by QONCERT is not subject to confidentiality. The list of products certified by QONCERT is continuously updated, and the validity status is made available on the website www.qoncert.it to the Competent Bodies and to anyone who needs to verify the validity status of the certificates.

3. GENERAL TERMS AND CONDITIONS

3.1 Description of activities

QONCERT undertakes to carry out a conformity assessment of the product's FPC system according to the applicable normative documents, and in the event of a positive outcome, to issue the corresponding certificate of conformity.

The conformity assessment performed by QONCERT includes a document review, that could be carried out at the offices of the Body, and the inspections at the production sites specified in the contract documentation. Such inspections, unless otherwise specified by the reference standards, are carried out by selecting a sample of one or several products/processes within the scope of certification; therefore, the issuing of the certification does not imply the verification of each individual product/process.

To maintain certification, periodic surveillance audits are carried out (possibly supplemented by additional audits that may be carried out without prior notice, in accordance with the applicable regulatory references). During the entire period of validity of the certification, the Manufacturer undertakes to maintain all the products and processes covered by the certification in compliance with the requirements of the reference standard documents.

3.2 Limits of certification and liability

The Manufacturer is solely responsible for its legislative compliance, and therefore undertakes to comply with all requirements of mandatory nature, such as international, national, or local laws and regulations, applicable to the products covered by the certification in place with QONCERT. The certification issued by QONCERT attests exclusively to the conformity of the product's FPC system corresponding to the reference standard mentioned in the certificate; therefore, it does not entail any verification of other possible applicable normative requirements.

3.3 Access to information

The Manufacturer must provide all necessary assistance for conducting the inspections and must make available to QONCERT all documentation required for verification of the applicable requirements.

All the documentation related to certification activities are to be considered confidential, access to such documentation is reserved exclusively to the functions involved in the certification process, except in cases where certain information of the Manufacturer must be disclosed externally due to legal obligations.

3.4 Obligation to provide information on criminal proceedings

The Manufacturer undertakes to immediately notify QONCERT of all irregular situations detected by the Control Authorities, any suspensions, or revocations of authorizations and/or concessions, as well as any ongoing legal proceedings relating to the subject of certification, within the limits imposed by law.

Based on the gravity of the events that have occurred, QONCERT may carry out additional control visits and if necessary, take measures to suspend/revoke the certificate.

3.5 Inspections and safety in the workplace

The Manufacturer, in accordance with current legislation on safety and the accident prevention at work, undertakes to provide QONCERT with complete and detailed information on the specific risks existing in the workplace in which the inspectors are to operate. The Manufacturer also undertakes to promote the cooperation and coordination of its staff, in order to effectively implement the measures and interventions required for the protection and prevention of occupational risks.

3.6 Changes to the certification procedure

QONCERT has the right to modify or update the certification procedure described in this document, for example as a result of the revision of applicable standards or the issuing of new regulations. In such cases, QONCERT undertakes to notify already certified manufacturers in writing of the new provisions, specifying the date of entry into force, the terms of the transitional period and any required adjustments. If the changes introduced require an extension of the contents to be verified, QONCERT may request a reconsideration of the contractual terms and conditions for subsequent inspections.

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

3.7 Use of external resources

To carry out the certification activities, QONCERT may make use of internal employees as well as external persons acting on its behalf, provided they are duly qualified. These persons shall be bound by the same duties as QONCERT's internal staff, including those regarding impartiality, independence, and confidentiality.

3.8 Fees for certification activities

The fees due to QONCERT for the certification activities are expressly indicated in the contract documentation, as are the terms and payment methods. In the event that the granting of certification requires additional activities not included in the contract documentation, these will be commensurate with the actual labour required.

3.9 Advertising the certification

The Manufacturer is authorized to advertise the certification issued by QONCERT in any way it sees fit, provided that all the conditions/limitations of the scope of the certification are clearly specified. The Manufacturer must avoid extending the certification to products or production sites not included in the scope of the same certification.

The Manufacturer is authorized to reproduce the certificates issued by QONCERT in full, enlarging, or reducing them, provided that all the contents of the certificates remain legible and not altered.

3.10 Termination of the contract

The contract for continuous surveillance of Factory Production Control, unless otherwise specified, is stipulated as an open-ended contract, and allows each party to terminate it with a minimum 3 months' notice of the effective date of termination. This must be communicated by registered letter or certified e-mail (qoncert@pec.it).

Following the effective date of the contract termination, the Manufacturer shall not make use of the certificates issued by QONCERT and must avoid mentioning any reference to the terminated certification in any documents. The manufacturer may declare that for products manufactured before the date of the last verification, and placed on the market or in stock, the FPC system that was in force has been applied.

The termination of the contract may be disclosed by QONCERT, and the list of certificates will be updated.

If the request for termination of the contract is sent less than 30 days before a scheduled activity, the Manufacturer shall pay QONCERT an amount equal to 20% of the fee for the scheduled activity.

4. CERTIFICATION PROCEDURE

4.1 Certification request

The Manufacturer wishing to obtain the certification of Factory Production Control must provide QONCERT with the essential data and information of the product to be certified, also by e-mail. Based on the information provided, QONCERT prepares an economic offer and submits it to the Manufacturer.

If a Manufacturer already holds a certificate of Factory Production Control issued by a Notified Body other than QONCERT and intends to change the certification body, it may apply for certification in accordance with this document.

4.2 Application for certification

If the conditions specified in the economic offer are accepted, the Manufacturer sends QONCERT the countersigned offer for acceptance together with the completed and signed 'Application for certification' form. These documents contractually formalize the relationship between QONCERT and the Manufacturer.

Upon receipt of the above documents, the CAB Secretariat confirms acceptance of the request, scheduling the Certification Audit and informs the Manufacturer of the names of the inspectors appointed to carry out the Audit. The Manufacturer may object to the appointment, and reject the proposed inspectors, within 3 working days, justifying the reasons. The objection is taken over and evaluated and a new team is appointed.

The Client therefore undertakes to make available to Qoncert and any entitled parties, Inspectors of the Accreditation Body, all necessary information, and access to production sites, including Laboratories, and/or sites of any outsourcers, for the purpose of conducting the Audit activities.

4.3 Document examination

The Manufacturer shall send the following documentation to QONCERT:

- Factory Production Control Manual with detailed description of the production processes of the products covered by the certification and list of procedures/instructions relevant to the FPC system adopted.
- Further documentation required by the relevant standards.
- Copy of the certificate of registration to the Chamber of Commerce or equivalent document as evidence of the existence of the organization and of the activity carried out.

In addition, the Manufacturer must provide detailed information on:

- Any requirements of the reference standards which are deemed not applicable, or which need interpretation or adaptation.
- Any outsourced processes necessary to produce the products covered by the certification.

The above documentation is assessed by QONCERT based on the requirements contained in the applicable reference standards. QONCERT may also request to examine other documents deemed important for the purposes of FPC certification in relation to the products covered by the certification. All documentation is retained and archived by QONCERT for possible future verification.

The outcome of the document examination is communicated to the Manufacturer during the inspection at the production site under review. In the event of specific agreements, part of the aforementioned documentation can be checked directly at the Manufacturer's production site.

4.4 Inspection of production sites

Upon completion of the documentation review, QONCERT carries out an assessment visit at the Manufacturer's production sites, communicating in advance the names of the inspectors in charge of verifying the correct implementation of all the Factory Production Control procedures examined during the document examination.

The visit to the manufacturer's production sites, carried out by CAB personnel and any other entitled parties, see Accredia inspectors, includes the following activities:

- Initial meeting to explain the aims and to agree on the modalities of the visit.
- Inspection of the Manufacturer's production sites and, where necessary, of the suppliers' production sites, to verify the conformity of the Factory Production Control with the requirements of the applicable regulatory references. To this end, the Manufacturer must grant the audit team free access to the production sites and to the required documentation.
- Closing meeting to notify the outcome of the verification.

In exceptional cases, the on-site verification may be conducted remotely.

In exceptional cases, the inspection of the establishment may be conducted remotely by first performing an eligibility analysis. In this regard, a guideline can be found in IAF Information Document ID 12 2015 "Principles of Remote Assessment", Position Paper NB-CPR/21/872r2 of 24 February 2022, and Accredia Technical Circular “DC N° 23/2022 - Nuove disposizioni a seguito del termine di emergenza sanitaria da Coronavirus” of 06 July 2022.

Initial certification audits are generally conducted with the physical presence of the audit team at the Client's production facility, however in exceptional circumstances (see definition "Extraordinary event or circumstance" in paragraph 2.1 of IAF Information Document ID 03 2011), and considerations and evaluations in Position Paper NB-CPR/21/872r2 of 24 February 2022, if it is not desirable to postpone the inspection, "remote auditing" techniques may be used.

The possibility of conducting the audit remotely must be approved by the Client, who will be informed in advance on how the audit will be carried out and what communication channels are required (e.g., exchange of documents by e-mail, telephone calls, Skype video calls, Zoom, WhatsApp, etc.).

4.5 Verification result

The Manufacturer shall be notified of the result of the audit in a written report.

The Manufacturer may write down any note or observations regarding the result of the verification in a specific space in the report. In the presence of non- conformities, after analysing the causes of the reported non-conformities, the Manufacturer must propose to QONCERT, by the date indicated on the report itself, the necessary corrective actions, and the time for their implementation. QONCERT will confirm the acceptance of such proposals in writing to the Manufacturer.

In the presence of type A findings (see next paragraph) the certification process is suspended. In this case, QONCERT may carry out within three months a supplementary verification to verify the correct implementation of the proposed corrective actions. Following the successful completion of this audit, the certification process is reactivated. The additional audit may be carried out on a documental basis or at the Manufacturer's production site, depending on the type of corrective actions to be verified.

After a period of six months without a positive conclusion of the assessment, QONCERT may consider the certification procedure closed, charging the Manufacturer for the time and expenses incurred so far. In such cases, if the Manufacturer wishes to continue with the certification of its Factory Production Control with QONCERT, it must submit a new request and repeat the certification process.

4.6 Type and management of the findings

Findings arising during the initial certification process shall be classified and managed in accordance with the following criteria:

TYPE A FINDINGS (Major non-conformities)	
Classification criteria	• Total disregard of one or more requirements of the applicable standards • Situation of non-compliance that in the opinion of QONCERT may cause a failure of the FPC system by reducing its ability to ensure the control of the products subject to certification.
Actions to be taken by the Client	The Client shall send to QONCERT the treatment and proposed Corrective Action for each detected major non-conformity by filling in the relevant Management of Findings form (MD_CAB_05) within 10 working days from the issue of the Audit Report (MD_CAB_06).
Limits to the issue of certification	The certification is not issued until QONCERT approves the treatment and Corrective Action proposed by the Client and to verify its implementation; in this regard, it may be necessary to schedule an additional inspection or the methods for verifying its implementation must be agreed.

TYPE B FINDINGS (minor deficiencies or minor non-conformities)	
Classification criteria	• Partial implementation of one or more requirements of the applicable standards • Situation of non-compliance which in the opinion of QONCERT cannot cause a failure of the FPC system.
Actions to be taken by the Client	The Client shall send QONCERT the treatment and proposed proposed Corrective Action for each detected minor non-conformity by filling in the relevant Management of Findings form (MD_CAB_05) within 10 working days from the issue of the Audit Report (MD_CAB_06).
Limits to the issue of certification	The certification is not issued until QONCERT approves the treatment and Corrective Action proposed by the Client. Evidence of the implementation of the proposed Corrective Action will be verified during the subsequent surveillance audit.

TYPE C FINDINGS (Observations)	
Classification criteria	• Situation that can be improved, even if not strictly related to the specific requirements of the FPC applicable standards.

Actions to be taken by the Client	The Client may evaluate whether to act on the observations that have emerged or not.
Limits to the issue of certification	No limits.

4.7 Issue of the certification

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

Following the issue of the certificate, QONCERT updates its "Certificate List".

4.8 Maintenance of the certification

The validity of the certification is subject to the positive outcome of the subsequent surveillance audits. Surveillance visits are regulated by a specific "Surveillance Contract", for which the prices have already been agreed in the initial offer and is formalized prior to the first surveillance audit.

Surveillance inspections shall be carried out in accordance with the requirements specified in the applicable harmonized standards. Unless otherwise specified in the applicable reference standards, inspections shall be carried out at least once a year. The dates of the surveillance audits shall be agreed with the Manufacturer well in advance and shall be confirmed in writing by QONCERT indicating the names of the inspectors appointed to conduct the inspection activities.

The Manufacturer may request a change in the designation of inspectors giving its own valid reasons.

Surveillance visits include the following activities:

- Initial meeting to explain the aims and to agree on the modalities of the visit.
- Review of the last audit report and assessment of the implementation of the corrective actions adopted to resolve minor non-conformities detected during the previous audit.
- Inspection of the Manufacturer's production sites and, where necessary, of the suppliers' production sites, to verify conformity of the Factory Production Control with the requirements of the applicable regulatory references. To this end, the Manufacturer must grant the audit team free access to the production sites and to the required documentation.
- Closing meeting to notify the outcome of the verification.

In exceptional cases, surveillance visits may be conducted remotely (according to the conditions in point 4.4). The possibility of conducting the audit remotely must be approved by the Client, who will be informed in advance of how the audit will be conducted and what communication channels will be necessary (e.g., exchange of documents via e-mail, telephone calls, Skype video calls, Zoom, etc.).

The validity of the certificate is confirmed by QONCERT following the successful completion of surveillance visits.

During the period of validity of the certification, the Manufacturer shall promptly notify QONCERT of any changes made to the Factory Production Control covered by the certificate. Following a thorough assessment of the changes made by the Manufacturer, QONCERT determines the actions to be taken to maintain the validity of the certification. If the changes introduced by the Manufacturer require an extension of the contents to be verified, QONCERT may request a reconsideration of the contractual terms and conditions for subsequent inspections. In case of refusal without valid reasons by the Manufacturer, QONCERT may suspend the validity of the certification.

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

5. SUSPENSION, REVOCATION AND WITHDRAWAL OF THE CERTIFICATION

5.1 Suspension of certification

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

- The Manufacturer does not resolve the non-conformities within the time limits set out in this Regulation.
- The Manufacturer does not comply with the deadlines agreed with QONCERT for the communication of corrective actions.
- The Manufacturer does not allow surveillance visits to be conducted in accordance with the required frequencies.
- The Manufacturer fails to meet its financial commitments within the limits specified in the contractual documentation.
- The Manufacturer suspends the production of the CE marked product.

In all cases, QONCERT will notify the Manufacturer of the suspension of the certification by means of written communication.

In some cases, it may be sufficient to reduce the scope of the certification.

The suspension of the certification may last for a maximum of six months. During this period, the Manufacturer shall not make use of the certificates issued by QONCERT and must avoid mentioning any reference to the suspended certification in any document. The suspension of the certification may be disclosed by QONCERT, and the list of certificates will be updated.

The reinstatement of the certification is subject to the verification of the deficiencies that caused the suspension. QONCERT may request an additional audit to verify that the deficiencies have been resolved. In the event of a positive outcome of the audit, QONCERT will notify the Manufacturer of the reinstatement of the certification and the list of certificates will be updated.

5.2 Revocation of certification

The certification may be revoked by QONCERT if the Manufacturer does not resolve the deficiencies that caused its suspension. QONCERT will notify the revocation of the certification to the Manufacturer by written communication.

Following the revocation, the Manufacturer shall not make use of the certificates issued by QONCERT and must avoid mentioning any reference to the revoked certification in any document. The revocation of the certification may be disclosed by QONCERT, and the list of certificates will be updated.

Following a revocation, the Manufacturer who wishes to be re-certified by QONCERT must submit a new application and follow the entire procedure of the certification process from the beginning.

5.3 Termination of the certification

The certification may be terminated by QONCERT if the Manufacturer communicates that it will not resume the previously suspended production; in this case QONCERT will notify the Manufacturer of the termination of the certification by means of written communication.

The certification is also terminated in case of the Manufacturer communicates the cessation of its activities, hence renouncing the Certification itself.

In some cases, the changes communicated by the Client could lead to a reduction in the scope of the certification.

Following the termination, the Manufacturer shall not make use of the certificates issued by QONCERT and must avoid mentioning any reference to the withdrawn certification in any document. The termination of the certification may be disclosed by QONCERT, and the list of certificates will be updated.

Following the termination, the Manufacturer who wishes to be re-certified by QONCERT must submit a new application and follow the entire procedure of the certification process from the beginning.

In case of denial / revocation of the Certification, the Body will inform the Notified Bodies active in Europe for the CPR Regulation and the Competent Ministries as stipulated in Article 53 Reg. 305/2011 CPR.

5.4 Changes Affecting Certification

Changes to the issued certification may arise from:

- Client initiative (changes in product specifications or changes in the structure, management of the supplier's company, production, or procurement processes, etc.).
- Updates and/or amendments to sector regulations.
- Modifications to the documentation of the Notified Body, such as but not limited to the current Regulation, the CAB procedures.

If the changes originate from the Client, QONCERT must verify that the requirements are maintained.

If the changes arise from regulatory updates, QONCERT is responsible for communicating them to the Clients who have obtained the Product Certification, at least four months before they come into force, so that the process for updating the certification already achieved can be implemented.

QONCERT must verify that the Client takes all the necessary steps to implement the changes.

6. USE OF THE CERTIFICATION LOGOTYPE

6.1 Purpose and scope

This section defines the rules to be followed by certified manufacturers to use the QONCERT certification logo or the reference to the certification issued.

The certification logo allows Manufacturers certified by QONCERT to demonstrate to the market and the community that they have obtained the certification.

6.2 Requirements for the use of the logo

The use of the QONCERT certification logo, according to the criteria set out in this section, shall be granted to entities that have successfully completed the certification process.

The use of the logo shall refer exclusively to the products covered by the conformity certificates issued by QONCERT.

For the use of the Accredia logo in conjunction with the QONCERT logo, please refer to the “Regulation for the use of the Accredia Mark” RG-09 available on the Accredia website.

The Manufacturer who has successfully completed the certification process is authorized to use the certification logo on documents/supplies such as: stationery, advertising material, publications, presentations, letterheads, business cards, websites, invoices, transport documents, signs, company vehicles and vehicles under the following conditions.

The certification logo must be used in conjunction with the trademark and/or company name of the certified Manufacturer.

6.3 Special rules for the use of the logo

The reproduction of the logotype may be of any size as long as it is clearly legible and provided that the logotype itself is faithfully reproduced from the original.

The FPC certificate number must always be shown next to the QONCERT logo.

QONCERT checks the use of the logo during audits by examining the Manufacturer's documents, catalogues and websites, packaging, wrapping and the products themselves, whether they are in the production plant or have been placed on the market.

Manufacturers may only use the logo for the period of validity of the conformity certificates issued by QONCERT.

The certified Manufacturer whose product certification has been suspended must immediately suspend the use of the QONCERT certification logo on all documents/supplies to which it was affixed and throughout the period of suspension of the certification itself.

In the case of suspended, withdrawn, or revoked certification, the Manufacturer may dispose of stock products on which the QONCERT logo has already been affixed, since products manufactured during the period of validity of the certification may be marketed until stocks are exhausted.

6.4 Format and colour of the logo

The QONCERT certification logo may be reproduced in full size or larger or smaller, provided that the proportions are respected, and legibility is ensured.

Partial reproduction of the logo is not permitted.

The certification logo is issued in two formats, .eps and .jpg, in both black and white and colours.

The .png format is recommended for use in Word documents (and for websites) and can be formatted following the standard import procedure “Insert / Image / From file”. The image imported in this way can be resized according to the layout requirements provided that the width of the logo is not less than 4 cm and that the resizing procedure carried out without altering the proportions of the image unchanged, in such a way that any "stretching”, or distortion effect will be avoided.

The .eps format is a multi-platform standard format used exclusively for printing. It guarantees high quality printing and perfect readability on all types of media. Again, to ensure legibility, the certification logotype may be formatted for printing, bearing in mind that the width of the printed image must not be less than 4 cm

The certification logo can be reproduced in the following colours and characters, or in a black and white version:

Colours	PANTONE 5477 C CMYK colour model values C55 M0 Y27 K73 GREY CMYK colour model values C0 M0 Y0 K80 BLACK CMYK colour model values C0 M0 Y0 K0
Logo font	Futura-Book
Text font	Calibri

7. CONTROVERSY

7.1 Complaints

The Manufacturer, as well as anyone with an interest, may submit a documented complaint stating and explaining the reasons for the complaint regarding the activities of the Notified Body.

QONCERT is committed to:

- Analyse all complaints with absolute objectivity.
- Communicate the receipt of the complaint within 3 working days by email.
- Not to involve handling the complaint to the staff directly related to the subject of the complaint.

The actions proposed by QONCERT will be communicated in writing (e-mail) to the person or party that made the complaint within 30 days from the date of the complaint.

7.2 Appeals

The Manufacturer may submit a documented appeal to express its disagreement with a decision made by QONCERT during the certification process within 30 days from the date of the decision to which it refers. The notice of appeal must contain a detailed description of the decision against which it is presented and the reason for the appeal supported by objective evidence.

QONCERT is committed to:

- Analyse all appeals with absolute objectivity.
- Communicate the receipt of the appeal within 3 working days by email.
- Not to involve handling the complaint to the staff directly related to the subject of the appeal.

The actions proposed by QONCERT will be communicated in writing (email) to the Manufacturer within 30 days from the date of the appeal.

7.3 Disputes

If the actions proposed by QONCERT are not accepted by the Manufacturer, the dispute will be dealt with by a committee consisting of a representative of QONCERT, a representative of the Manufacturer and a representative appointed by the two parties as Chairman. The Chairman has the task of reviewing the appeal and providing his opinion in writing to the two parties. If the Chairman's opinion is accepted by both parties, an amicable solution to the dispute can be reached.

If it is not possible to reach an amicable solution, the dispute shall be referred to the decision of a Sole Arbitrator to be appointed in compliance with the Rules of the Arbitration Chamber of Piacenza. The Sole Arbitrator d shall decide according to fairness in compliance with the mandatory rules of the Code of Civil Procedure. The court costs will be borne by the losing party.