



REVISION MATRIX

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INDEX

REVISION MATRIX	1
INDEX	1
1 DOCUMENT PURPOSE	3
2 APPLICATION FIELD	3
3 DEFINITIONS.....	4
4 GENERAL LAWS AND RULES	6
5 OBLIGATIONS AND DUTIES.....	6
5.1 OBLIGATIONS AND DUTIES OF THE BODY	6
5.2 OBLIGATIONS AND DUTIES OF THE APPLICANT.....	7
5.2.1 <i>Product changes</i>	9
5.3 SPECIAL CONDITIONS.....	9
6 CERTIFICATION PROCEDURE.....	9
6.1 CERTIFICATION REQUEST	9
6.2 REQUEST EXAMINATION AND SENDING OF THE OFFER	9
6.3 ACCEPTANCE OF THE ORDER	10
6.4 JOB ORDER OPENING.....	10
6.5 REVIEW OF THE CERTIFICATION APPLICATION	10
6.6 CERTIFICATION PROCESS STARTS	10
6.6.1 <i>Document Verification</i>	11
6.6.2 <i>Outcome of the Document Verification and communication of findings</i>	11
6.6.3 <i>Machine Checks</i>	12
6.6.4 <i>Review and decision on certification</i>	12
6.6.5 <i>CE marking</i>	13
6.6.6 <i>Negative outcome of the conformity assessment</i>	13



6.6.7	List of Certifications	13
6.6.8	Documentation Retention	14
6.6.9	Closing of the certification procedure.....	14
6.6.10	Internal production control.....	14
6.7	VALIDITY AND RENEWAL OF THE CERTIFICATION AND CONTRACT	14
6.7.1	EC Type Examination Certificate.....	14
6.8	OFFICIAL LANGUAGE AND TRANSLATIONS	15
6.8.1	Translations	15
7	WAIVER, SUSPENSION AND REVOCATION OF CERTIFICATION	15
7.1	WAIVER	15
7.2	SUSPENSION.....	16
7.2.1	Effects of suspension	16
7.3	REVOCATION.....	17
8	COMPLAINTS AND APPEALS	18
9	ARBITRATION AND DISPUTES.....	18
10	CONFIDENTIALITY	18
11	TRANSFER OF CERTIFICATION	19
11.1	CHANGE OF THE MANUFACTURER COMPANY NAME	19
11.2	TRANSFER OF THE CERTIFICATE WITH OBL CONTRACT	19
12	SAFEGUARD CLAUSE FOR ISSUED CERTIFICATIONS	20
13	MACHINE CHANGES	20
14	EXTENSION/REDUCTION OF CERTIFICATION	20
15	CHANGES TO CERTIFICATION REQUIREMENTS	21
16	AMENDMENTS TO THE REGULATION	21
17	ECONOMIC CONDITIONS.....	22
17.1	CHANGES TO THE OFFER, PRICE LIST AND RIGHT OF WITHDRAWAL.....	22
18	ADVERTISING AND USE OF CERTIFICATION	22
18.1	USE OF THE TRADEMARK.....	23
18.1.1	Introduction	23
18.1.2	Body Trademark	23
18.1.3	Use of the Body Trademark	23
18.1.4	Advertising and use of results presentation documents.....	23
18.1.5	Use of the Accreditation Body's Trademark	24
18.1.6	Advertising and Use of Third-Party Documents.....	24
18.1.7	Measures and sanctions	24
19	INFORMATION ON THE RATES APPLIED BY THE BODY.....	24
20	PRODUCT MANAGEMENT IN CASE OF SUSPENSION OR REVOCATION OF CERTIFICATION	24
20.1	PRODUCT MANAGEMENT IN CASE OF SUSPENSION	24
20.2	PRODUCT MANAGEMENT IN CASE OF REVOCATION	25

1 DOCUMENT PURPOSE

This Regulation defines the operating methods and conditions adopted by AP Engineering Srl (hereinafter also AP) for conducting conformity assessment activities and issuing certification for machines pursuant to Directive 2006/42/EC (hereinafter the Directive) for which AP Engineering Body has been Notified and in accordance with the procedures referred to in Directive 2006/42/EC for which AP Engineering has been Notified. AP Engineering will not accept requests for procedures and machines other than those described above.

The Regulation describes the commitments and responsibilities assumed by AP and by the applicant applying for conformity assessment.

The procedures and this regulation comply with the operating rules of the applicable certification bodies and testing laboratories of the ISO/IEC 17000 series and consider the relevant applicable EA/IAF/ILAC guides/documents.

This regulation is part of the contractual conditions signed between AP and the applicant for certification.

AP makes the latest updated version of the Regulation available on its website at <http://www.ap-engineering.it>, at its headquarters or, upon request, will send a copy in electronic format.

Amendments and additions to the Regulation are managed by issuing subsequent revisions, in which the modified portions of text are highlighted with vertical lines at the side.

2 APPLICATION FIELD

This Regulation applies to the conformity assessment activities of machinery for the issuing of conformity certificates according to Annex IX "EC Type-examination procedure" for the categories of machinery in Annex IV of Directive 2006/42/EC indicated below:

- Category 1: Circular saws (single blade and multi-blade) for working wood and material with similar physical characteristics or for working meat and material with similar physical characteristics, of the following types:
- Category 1.1. saws with blade(s) in a fixed position during cutting, with a fixed table or workpiece support, with manual feed of the workpiece or with a removable feeding device;
- Category 1.2. saws with blade(s) in a fixed position during cutting, with a trestle table or trolley with reciprocating movement, with manual movement;
- Category 1.3. saws with blade(s) in a fixed position during cutting, equipped with an integrated device for feeding the pieces to be sawn with manual loading and/or unloading;
- Category 1.4. saws with blade(s) moving during cutting, with integrated feed device, with manual loading and/or unloading.
- Category 16. Vehicle lifts.
- Category 17. Equipment for lifting people or people and things, with a risk of vertical falls greater than 3 meters
- Category 19. Protective devices designed to detect people.
- Category 21. Logical blocks for safety functions.

In the continuation of this regulation the above reported machines will, for simplicity, be called "machines".

Access to certification is open to all Organizations and is not conditioned by their membership in any Association or Group, or by their size. AP will apply its current fees for certification activities, ensuring fairness and uniformity of application. In the context of this regulation, certification of conformity, or simply certification, means AP's positive verification of the machine's compliance with the relevant regulatory document, which allows for the issuance of the "certificate." certificate, unless otherwise specified, means any of the conformity documents issued by AP upon successful completion of the verification activities.

3 DEFINITIONS

For the purposes of this regulation, the following definitions apply

Machinery: means

- an assembly fitted or intended to be fitted with a drive system other than directly applied human or animal effort, composed of linked parts or components, at least one of which moves, joined together for a specific application;
- an assembly referred to in the first indent missing only the components to connect it on site or to sources of energy and motion;
- a set of machines or partly completed machines which, in order to achieve the same end, are arranged and controlled so that they function as an integral whole;
- an interchangeable equipment which, after putting into service of machinery or of a tractor, is assembled with that machinery or tractor by the operator himself in order to change its function or attribute a new function, in so far as this equipment is not a tool.

Safety component: a component which serves to fulfil a safety function, independently placed on the market, the failure and/or malfunction of which endangers the safety of persons, which is not necessary in order for the machinery to function or for which normal components may be substituted in order for the machinery to function.

Partly completed machinery: an assembly which is almost a machinery, but which cannot in itself perform a specific application. Partly completed machinery is only intended to be incorporated into or assembled with other machinery or other partly completed machinery or equipment, thereby forming machinery.

Declaration of conformity: It is a declaration by the manufacturer or his authorized representative established in the European Union with which, under his own responsibility, he declares that the machinery or partly completed machinery placed on the market complies with all the applicable essential health and safety requirements of Directive 2006/42/EC.

Placing on the market: The first making available on the European Union market, whether for consideration or free of charge, of machinery or partly completed machinery for distribution or use. Machinery or partly completed machinery made available after having undergone modifications that do not fall within the scope of ordinary or extraordinary maintenance are also considered to have been placed on the market.

Putting into service: first use of the machinery or partly completed machinery within the territory of the European Union; the use of the machinery or partly completed machinery constructed on the basis of previous legislation and already in service on the date of entry into force of the regulation implementing the directive, if they have been subject to changes in the methods of use not directly foreseen by the manufacturer.

Harmonized technical standards: the technical provisions adopted by the European standardization bodies on behalf of the European Union Commission and approved by the latter, the references of which are published in the Official Journal of the same and transposed into a national standard.

CE marking: standardized marking indicating the conformity of the machinery with the essential health and safety requirements of the Directive. Annex III of the Directive and the applicable harmonized standard establish the methods for affixing the marking, including the accompanying information. The manufacturer or his authorized representative established in the Community affixes it only to machinery.

Presumption of conformity: Machinery constructed in compliance with the harmonized standards relating to them is presumed to comply with the essential health and safety requirements listed in Annex I to the directive.

Manufacturer: the manufacturer of the machinery established in the European Community and any other person presenting himself as the manufacturer by placing his name, trademark or other distinctive sign on the machinery, or the person who reconditions the machinery; the manufacturer's representative if the latter is not established in the Community or, if there is no representative established in the Community, the importer of the machinery; other professional operators in the marketing chain to the extent that their activity may affect the safety characteristics of the machinery marketed.

Authorized representative: any natural or legal person established within the Community who has received a written mandate from the manufacturer to carry out on his behalf, in whole or in part, the obligations and formalities connected with this Directive;

Notified body: body that, subject to authorization from the competent Ministry, carries out certification activities; after issuing the authorization, the competent Ministry communicates to the European Commission the notified bodies for EC conformity certification.

EC type examination: procedure according to which a CB verifies and certifies that a representative model of a machine satisfies the requirements of the Directive;

Evaluation Technician (EV): personnel who carry out conformity assessment activities for products and related documentation in order to verify compliance with the requirements established by mandatory standards;

Verification: activity conducted by the Body for the purpose of verifying the objective satisfaction by the applicant of the specific requirements relating to the processes, products and more generally to the activities carried out by it for the purpose of obtaining the CE certificate of conformity for the machine in question or the QMS Certification;

Relief: objective evidence of an event or condition that highlights a NC;

Non conformity (NC): Failure by the manufacturer to meet a requirement referred to in a Directive, standard, or applicable law. Failure to meet a requirement means the body cannot issue the EC Certificate of Conformity;

Complaint: expression of dissatisfaction, whether verbal or written, by entitled parties (direct customers, indirect customers, Public Authorities, ACCREDIA), relating to the services provided by the Body and, in general, to its operations;

Appeal: formal appeal, by Subjects having specific cause, against decisions taken or assessments expressed, or certifications issued by the Body;

Certification Committee (CC): Body internal organ responsible for the final conformity assessment, following which the positive outcome leads to the proposal for the release of the Certification.

4 GENERAL LAWS AND RULES

- Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on the machinery and amending Directive 95/16/EC (recast);
- Legislative Decree 27 January 2010, n. 17 implementing Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 relating to machinery and amending Directive 95/16/EC relating to lifts;
- Reference standards for the certification of machinery referred to in Article 7, paragraph 2 of the Directive 2006/42/EC;
- Other sector-specific documents (Normative mandates, interpretative document, Accredia regulations, international guidelines etc.).

The above standards apply to the latest published and harmonized edition. The identification of mandatory standards and/or laws applicable to the product is the responsibility of the applicant, who may refer to the standards and technical specifications issued by international standardization committees such as UNI, ISO, IEC, CEI, CEN, and CENELEC. The harmonized standards relating to the Directive, published and periodically updated by the European Commission, are available on the Commission's institutional website. The Body will verify that the applicant has defined and formalized both a method of identification and the methods for updating and implementing them.

5 OBLIGATIONS AND DUTIES

This chapter details the mutual responsibilities and commitments that the applicant and AP are required to respect in order to allow the correct execution of the individual phases envisaged by the Certification process, according to the methods and timescales described in the following paragraphs and in the contractual documents signed by the parties.

AP advises that some phases of the activity may be performed by third parties (such as laboratories or other notified or accredited entities, in any case qualified by AP). If such activities are outsourced, the applicant may submit a written objection, justifying its decision. AP retains responsibility and makes the final decision.

5.1 Obligations and duties of the Body

AP undertakes to provide the necessary resources, plan, and conduct conformity assessment activities as required by the Directive. It also undertakes to provide the resources necessary to conduct any additional audits and all activities required to maintain the granted Certification

AP also guarantees adequate insurance coverage in relation to the risks that could arise for the applicant from carrying out the conformity assessment activities.

AP undertakes to grant all entities, public or private, access to Certification services, without making any distinction based on company size, membership in any organization or association, or the number of certifications obtained for the machines produced, the location of the headquarters, with the exception of entities subject to legal restrictions, which prevent them from marketing products subject to EC certification of conformity, subject to liquidation or other restrictive measures, subject to criminal proceedings for crimes against the State, civil rights, property and/or the environment and for machines for which AP is not recognized as a Notified Body.

AP is committed to

- Ensure maximum correctness and transparency in carrying out machine verification and certification activity
- To ensure, by signing specific contractual documents, that its personnel are not subject to undue internal or external pressure, whether commercial, financial or otherwise, which could negatively affect the work performed
- To ensure that personnel involved in the verification activities aimed at issuing the EC certificate of conformity are not involved in activities that could undermine confidence in their independence, impartiality and professional integrity.

AP hereby informs that, as part of its third-party obligations, it will not be able to support the applicant either directly or in a consultancy capacity in the design, adaptation and resolution of any non-conformities.

AP undertakes to provide the applicant, in the event of non-compliance, with all the necessary explanations for an adequate understanding of the facts preventing the issuing of the Certification.

AP undertakes to issue an offer for the requested services only after the applicant has provided at least the following information and documents:

- duly completed request for quotation form
- the manual or technical data sheet or descriptive document of the product
- indication of the standards followed for compliance

In the event that such documents and information are not provided, AP will not be able to follow up on the request for quotation.

5.2 Obligations and duties of the applicant

The applicant is committed to

- provide maximum collaboration to AP and its collaborators during all phases of the Certification process.
- prepare any permits and authorizations to allow access to the areas involved in carrying out the verification activities, whether internal or external to the company being examined.
- allow on site access or the provision of copies of all documents that AP deems useful to the examine for the purpose of granting the requested EC certificate of conformity.
- provide, following acceptance of the order and for the purpose of obtaining certification, the complete technical file as required by Annex VII of Directive 2006/42/EC together with the duly completed Certification application

The applicant undertakes to comply with all provisions of this regulation and to honor any further obligations arising from the signing of the contractual documents required by the Certification process. In particular, the applicant undertakes to ensure the following:

- provide support to AP staff, making their own responsible staff available for the activities involved in the conformity assessment process, during working hours and for the entire period involved in the Certification process;
- facilitate the performance of evaluation activities, within the timeframe and methods agreed in the official communications;
- facilitate access by AP staff to all areas involved in the assessments, registrations (changes to technical file, compliant resolution, etc.), staff involved in design and manufacturing, etc.;
- facilitate the resolution of NCs that emerge during the Certification process, allowing AP to verify their resolution, through evidence of the corrective actions undertaken;
- do not market the machines subject to the certification until the process has been successfully completed;
- do not market the machines subject to the certification if this is suspended, revoked or expired;
- promptly communicate to AP any modification made to the machine subject to the requested EC certificate of conformity and to the manufacturing process;
- fulfil payments in the manner and within the timeframes defined in the signed contractual documents;
- not omit or fail to communicate to AP any information relevant to the Certification process or to the machine subject to the required conformity assessment;
- use and publicize the Certification exclusively within the limits for which it was granted, avoiding bringing discredit on the Body
- allow the requested checks to be carried out, even if communicated with minimal notice, by the personnel appointed by AP, even when supported by personnel from ACCREDIA or the relevant bodies;
- allow AP to perform additional checks based on serious complaints regarding certified machinery, even in conjunction with personnel from the competent authorities or ACCREDIA. These checks may be performed without prior notice or with a minimum of seven working days' notice. Refusal will result in the revocation of the certification.

It is not permitted to reject the proposed inspectors.

5.2.1 Product changes

The applicant for certification undertakes, once the certification has been received, to:

- communicate AP any changes to the product or production process
- do not place a product modification on the market without obtaining AP approval for the modification

5.3 Special conditions

AP cannot be held responsible in any way for the failure to issue the certification if the situations indicated below occur:

- a. Failure to comply with the timeframes indicated by AP for the resolution of non-conformities
- b. Failure to resolve non-conformities
- c. unavailability of the testing machine
- d. unavailability of the testing labs
- e. Failure to pay by the applicant
- f. documentary deficiency
- g. Other cases that AP will document in writing

Regardless of the cases described above, payment for the services performed is always due. If the applicant cancels the certification service following acceptance of the order, a fee equal to 30% of the total will still be due, unless additional costs are attributable to services already performed and documented.

6 CERTIFICATION PROCEDURE

The certification process and the related application rules that the parties undertake to comply with are outlined below. The process is conducted in accordance with the provisions of the Directive, the harmonized accreditation standards referred to in paragraph 3, the applicable mandatory laws, and all specifications and guidelines issued by international bodies such as IAF, EA, ILAC, etc. Each phase is conducted in accordance with internal procedures and regulations established by AP, which can be consulted by the applicant at the Body's headquarters, limited to the sector relevant to the Certification.

6.1 Certification Request

To access conformity assessment services, the applicant submits the MD-C09 request for quotation form (Directive 2006/42/EC), available on the AP website, by email, or otherwise. The request for quotation form must be completed and signed in its entirety.

If the form is filled out by an Agent or by a person other than the Legal Representative, it is necessary to attach a written proxy or mandate in support.

6.2 Request examination and sending of the offer

Upon receipt of the request for quotation accompanied by the minimum documents indicated in §5.2 above, the Sales Manager, together with the Technical Manager of the Certification sector, will evaluate the certification request,

estimating the timeframe and activities. Once the evaluation is complete, if the evaluation is positive, AP will issue an offer to the applicant. A positive evaluation of the request is confirmed by the joint approval of the Sales Manager and Technical Manager on the offer.

If the data provided is not sufficient to prepare the offer, the Sales Manager will interface with the Applicant in order to obtain the necessary documentation.

6.3 Acceptance of the order

AP, following receipt of the order from the applicant (countersigned offer possibly accompanied by other administrative documentation from the applicant), issues the order confirmation after verifying that the order does not contain any contractual changes that were not agreed upon and that all information and fields are correctly filled in.

Acceptance of the order is confirmed in writing by AP and constitutes a formal administrative acceptance for the purpose of issuing the invoice for the advance payments, if applicable.

Upon receipt of the order, the request document assumes the value of a certification request.

6.4 Job order opening

Following acceptance of the order, AP opens the relevant job order to plan the subsequent application completeness review activity.

6.5 Review of the Certification application

Following the job order opening, AP proceeds to review the certification application by carrying out a completeness check in accordance with Annex IX paragraph 2 which provides for the following checks:

- a. Completeness of the data of the manufacturer and, where applicable, of his authorized representative
- b. Verification of the signatures with particular attention to the written declaration specifying that the same application has not been submitted to another notified body,
- c. Completeness of the technical file understood as the presence of the documents required by Annex VII Part A.

If the application lacks the required information, AP will notify the applicant of the necessary additions, specifying a maximum response time. This timeframe may not, under any circumstances, exceed three months.

6.6 Certification process starts

Following the positive outcome referred to in §6.5 above, AP will notify the applicant of the date for the first kick-off meeting, which will be used to understand the project status and define the certification plan. Following the kick-off meeting, AP will communicate in writing the procedures for carrying out the activities and the timelines for the certification process, providing the names of the assigned technicians and the related definitive certification plan.

The client may reject the names provided within 3 working days, detailing the reasons in writing, which must constitute objective impediments (conflict of interest, pending litigation, unfair behavior, behavior not in line with the principles of

professional ethics, etc.). If the reasons are found to be valid, AP will proceed with a new assignment, informing the applicant of the new names.

6.6.1 Document Verification

The first phase of the process consists of verifying the compliance of the documentation provided by the client. The appointed technician examines the documents contained in the technical file.

The inspector appointed by AP assesses the completeness of the documentation in the technical file prepared by the client, which must meet the requirements of Annex VII of the Directive. The assessment is performed at the Body's headquarters, unless otherwise agreed with the client.

In the case of series manufacturing, the customer must include documentation relating to the internal provisions that will be applied to maintain the conformity of the machinery with the provisions of the Machinery Directive (internal manufacturing control process referred to in Annex VIII of the Directive).

The Technical File must also show the application of the harmonized standards, or alternatively the indication of assessments, calculations, tests and anything else carried out to eliminate and/or minimize the risks associated with the use of the machine.

6.6.2 Outcome of the Document Verification and communication of findings

AP uses dedicated checklists to perform document evaluations and report the outcome of the audit. If the outcome is not positive, the following types of findings can be indicated:

- Non conformity (NC)

All reliefs are communicated in writing to the Customer with a specific indication of the requested resolution times which in any case cannot exceed 6 months from the date of communication

Generally speaking, reliefs related to NC type are considered to be those:

- Incorrect application of the norms
- Lack of documentation
- Lack of technical documentation
- Failure to meet regulatory requirements

Upon receipt of the list of findings by AP, the client can choose to update their documentation or cancel the process. In the latter case, the cancellation must be communicated to AP by registered mail with return receipt or by certified email to apengineering@pec.it. Cancellation will result in the closure of the Certification Process and the debiting of the fees for the activities performed.

If, following the document review, any non-conformities (NCs) are identified, the customer has four weeks to propose corrective measures, which must be validated by AP before implementation, and six months to complete the agreed-

upon corrective actions. If no notification is received within this period, AP will inform the customer of the cancellation of the certification process and notify the Market Surveillance Authority and other Notified Bodies. The customer has the right to appeal as indicated in this regulation.

If, at the end of the document verification, any NC type findings emerge, these will have the effect of not allowing access to the next phase of the Certification Process, which includes the verification of the conformity of the machine to the contents of the technical file, measurements, functional tests, stability tests and load tests if applicable.

6.6.3 Machine Checks

The machine conformity assessment activity is conducted at the location(s) indicated by the customer in the Application form or at another agreed location.

The checks required to complete the Certification process include:

- Examination of the representative specimen of the "Type" indicated in the Certification application to verify its compliance with the declarations in the technical file. AP performs the necessary checks, measurements, and tests to verify whether the adopted solutions meet the essential health and safety requirements set forth in the Directive;
- Laboratory tests

If any findings emerge during the machine inspection, AP will duly notify the customer in writing using a dedicated form.

If, during the machine inspection, any findings are identified that require a change/addition to the submitted documentation and/or modifications to the machine itself, this request must lead to a review of the Technical File and the implementation of the modifications to the machine. The timeframe for implementing the modifications will be agreed upon with the customer, but with a maximum limit of 6 months from the date of notification of the findings. This period may be extended by an additional 6 months upon the customer's justified request. If this period elapses without notification, AP will inform the customer of the cancellation of the certification process and will inform the Market Surveillance Authority and other Notified Bodies. The customer has the right to appeal as indicated in this regulation.

Upon receipt of the list of findings by AP, the client can choose to update their documentation or cancel the process. In the latter case, the cancellation must be communicated to AP by registered mail with return receipt or by certified email to apengineering@pec.it. Cancellation will result in the closure of the Certification Process and the debiting of the fees for the activities performed.

6.6.4 Review and decision on certification

Upon successful completion of all the required checks and procedures, AP reviews the contents of the application and decides on the Certification.

The review is conducted within the Certification Committee “CC”, which meets on a scheduled basis according to the plan defined by AP. In any case, the client may request, with justification, an extraordinary CC meeting. AP reserves the right to accept the request and convene an extraordinary CC meeting.

In the event of a positive decision by the CC, AP notifies the customer of the decision by attaching the relevant “EC Type Examination Certificate” for the procedure set out in Annex IX (Certificate).

In all cases, the relevant certification process will be scheduled for the next available CC meeting only if payments are made in due time. In the event of non-payment, AP reserves the right not to proceed with the review and final decision. In this case, the client will under no circumstances be entitled to claim damages from AP for late review.

The document will be sent only after the agreed residual amounts for the verification activity performed have been paid.

The customer may use the Certificate received only for the purposes set out in the Directive and in reference to the type of machine for which it was issued, entering the necessary data on the declaration of conformity that will be attached to the machine and for all the obligations required for placing the machine on the market.

The certificate authorizes the customer to affix the CE marking, in accordance with the provisions of the Directive, exclusively on machines attributable to the Types described in the technical annex to the certificate.

6.6.5 CE marking

The customer is aware that he will never be able to add the Notified Body number to the CE mark as this practice is not foreseen for type certificates.

6.6.6 Negative outcome of the conformity assessment

If the customer fails to resolve the findings identified following the document review or the tests and inspections on the machine required by the EC Type Examination in the Annex within the established timeframes, AP will not be able to proceed with the granting of Certification. AP will inform the customer of the negative conclusion of the Certification process via certified email (PEC), specifying the reasons for the decision, and will initiate the communications required by the Directive to the competent authority and other notified bodies, and will charge the costs for the activities conducted. The customer may submit a new Certification application or submit a reasonable appeal according to the procedures set forth in this regulation.

6.6.7 List of Certifications

AP maintains an updated list of issued certifications. This list includes the client's company name, the certified product identification, the certificate number issued, its issue and expiration date, and other useful information for monitoring their validity.

Issued certificates are published on the AP website on a dedicated page that allows verification of the data and authenticity through the certificate number. This database is fully accessible to market surveillance authorities.

6.6.8 Documentation Retention

AP and the customer undertake to keep a copy of the documentation relating to the machine(s) certified according to the EC Type examination procedure set out in Annex IX, for a period of fifteen (15) years from the date of issue of the Certification in question and in any case for a period of ten (10) years following the last manufacturing date.

6.6.9 Closing of the certification procedure

To regulate certification timelines, including any delays in issuing new standards, AP does not maintain open certification applications beyond 12 months from the date of the certification application positive assessment for any reason not arising from or related to its operations. After this period, AP will close the business and provide written notice of cancellation of the application.

The customer can submit a new Certification application or submit a reasonable appeal according to the procedures set out in this regulation.

6.6.10 Internal production control

During the certification process according to Annex IX, AP will verify the presence and content of the documentation produced to ensure compliance with Directive 2006/42/EC regarding the internal production control requirement. Under no circumstances is AP responsible for the correct application of these procedures as they are not part of the assignment. Responsibility remains solely with the client.

Verification of internal production control procedures is not required when requesting single-item certification.

6.7 Validity and Renewal of the Certification and Contract

Contracts signed between AP and the customer last for the duration of the Certification. The customer has the right to withdraw from the contract according to the procedures indicated in these regulations.

6.7.1 EC Type Examination Certificate

The Certificate is valid for five years. Within six months of this deadline, the customer must request that AP review the validity of the Certificate. AP reserves the right, in exceptional cases, to review applications even if submitted after six months from the expiration date, provided that the conditions exist to complete the application before the expiration date of the certificate to be renewed.

To renew the Certificate, the information provided in §5.2 of this document is required, including a sworn statement certifying that no substantial modifications have been made to the certified machine and that no complaints have been received for the same type of machine.

In the event of a delay in the request and, consequently, in the renewal, the manufacturer is required not to place new products on the market (stop production in the case of series production).

If the re-examination is successful, AP renews the validity of the Certificate for a further 5 years from the expiry date.

6.8 Official language and translations

The documentation submitted by the applicant must be in Italian or English. Languages other than those indicated will not be accepted.

Certificates are issued in Italian and, upon request, also in English, or alternatively in a bilingual Italian and English format.

If the applicant for certification requires the certificate to be issued in a language other than the bilingual Italian/English version and the request is received before it is issued, AP will take care of everything necessary to draft the document in the bilingual Italian/requested language version, following acceptance of the optional costs by the client.

Requests for the certificate to be issued in a language other than Italian or in a bilingual version require the issuance of a translated copy compliant with the original.

The official language of the certificates is Italian. Any dispute regarding the terms or contents will be resolved in Italian.

6.8.1 Translations

In the event of a request for translations after the document has been issued, AP will take care of everything necessary to prepare the document in the requested language, following the client's acceptance of the optional costs. The request is evaluated by AP's General Management, and issuance of the document does not require a resolution.

The translated copy of the certificate can be issued even after the document's initial issuance and does not require changing the current issuance date. The document can be issued in either a bilingual version, Italian plus the language requested for translation, or in the translation language only.

The translated document will contain the wording "Certificate translated into language "XXXXXXX" issued on 00/00/0000 following the client's request. The document represents a certified copy, conforms to the original, of the certificate xxxxx-rev yy issued on "first issue date". The conformity of the contents to the original is certified by the signature of the Legal Representative of the Body. For any dispute regarding the terms or content, the version drawn up in Italian shall prevail."

In this case, the certificate is issued under the responsibility of the person who holds the Legal Representation of the Body and has the authority to sign the Certificates at the time of issuance. This person may be different from the signatory of the Original Certificate.

7 Waiver, Suspension and Revocation of Certification

7.1 Waiver

The customer may renounce the Certification at any time and for any reason, according to the following procedures:

- Waiver in progress
- Waiver the obtained certification

In the first case, the Certification applicant communicates their refusal to continue with the Certification Process by registered letter with return receipt sent to AP or by certified email to apengineering@pec.it and arranges for payment

of the amount due for the activities performed by the Body. The Body will inform the interested parties of the negative outcome of the evaluation process.

In the second case, the customer must communicate the renunciation by registered letter with return receipt or by certified email to apengineering@pec.it. Following the submission of the renunciation notice, the customer is required to return the original of the Attestation or Certificate received to AP. Renunciation of the Certification will result in the expiration of its validity. The Body will inform the market surveillance authority and other relevant notified bodies. The certificate's status is updated on the certification register and on the Body's website.

7.2 Suspension

The validity of the Certification may be suspended:

- upon request of the customer who must make a motivated written request by registered mail with return receipt or certified email to apengineering@pec.it;
- at the sole discretion of AP, if it finds:
 - serious reports from the market,
 - improper use of the Certificate, in a manner that does not comply with the provisions of the Directive and this regulation
 - failure to comply with contractual obligations (including the requirements set out in this Regulation), the requirements of the Directive, the economic conditions and payment deadlines, signed with AP
 - Regulatory changes with a significant impact on confirmation that require a reassessment

The suspension order is communicated to the customer via registered letter with return receipt (advance notification via email) or via certified email. The communication states the reason for the suspension and the deadlines within which the customer must implement the requested corrective actions. The customer has five (5) days to notify AP that the order has been accepted and that the provisions indicated by AP have been complied with.

If the Client fails to comply with the requested communications or fails to remove the contested causes for the suspension within the indicated period, AP will proceed to revoke the validity of the Certification, publicizing it in the manner established by the Directive and ACCREDIA regulations.

The suspension provision ceases when AP receives and approves evidence of the implementation of the corrective actions that the Customer has implemented to remove the causes that generated it.

7.2.1 Effects of suspension

Suspension of Certification prohibits the manufacturer from placing machinery on the market with reference to the suspended Certificate, effective from the date of suspension. In the most serious cases, AP reserves the right to notify the market surveillance authority to request the recall of machinery from the market, including those currently in storage.

Following the suspension the Customer:

- loses the right to affix the CE marking in reference to the suspended Certificate
- must refrain from advertising the Certification until the end of the suspension period.

Suspensions are made public by AP in the manner established by the Directive and ACCREDIA regulations and, in any case, on its website.

Any costs incurred by AP to carry out any checks or activities caused by suspension measures shall be borne by the Customer.

7.3 Revocation

The Revocation measure adopted by AP consists in the definitive withdrawal of a Certificate granted to the Client, with the consequent loss of validity of the Certification.

AP will notify the revocation of Certification following a Suspension order if the Client has not complied with the provisions of this regulation. Furthermore, AP will notify the revocation of Certification in all cases ordered by the competent authorities or where it finds objective evidence:

- of the fraudulent and illegitimate use of the Certification;
- of serious breach of this Regulation,
- of a significant and systematic non-conformity of the product manufactured or in the process of being manufactured, with respect to the technical documentation submitted to the Body and/or to the Essential Health and Safety Requirements established by the Directive, following uncommunicated changes;
- following verification and acknowledgement of changes made to the product without communicating the relevant information to the Body;
- of a failure to adapt the machine to the requirements set by the new editions of the applicable standards, either due to intrinsic deficiencies in the Customer's structure or due to a clear lack of will on the part of the Customer;
- of non-payment of fees due to AP;
- of a misleading use of the Certification and/or the trademark, such as to cause damage or discredit to AP.

The revocation of the Certification is notified to the Customer by registered letter with return receipt, sent in advance by email or by certified email, containing the reasons for the measure adopted, and takes effect immediately.

Revocations are made public in the manner established by the Directive and ACCREDIA regulations and in any case on its website and are always communicated:

- to the competent Ministry and to the other Notified Bodies;
- to ACCREDIA in the times and ways established by it (if applicable);
- to any other entitled entities, in the times and ways established by them;
- to the market through publication on the AP institutional website.

Following the revocation, the Customer must:



- Stop marketing the machines in reference to the revoked Certification and stop affixing the CE marking in reference to the same;
- Return the original Certificate and any copies thereof to AP;
- Refrain from advertising and using the revoked Certification, removing the logo and references to AP from the documentation in use.

If the customer fails to fulfill the financial commitments undertaken with AP, the Body reserves the right to issue a formal notice which may lead to the suspension or revocation of the Certifications granted.

8 Complaints and Appeals

The Body adopts the methods described in the PRG16 Procedure published on its website for the management of complaints and appeals.

All direct customers, customers of customers, other individuals who come into contact with AP personnel while carrying out their activities on AP's behalf, personnel of accreditation bodies, concessionaires, market surveillance bodies, and institutional bodies in general are entitled to file complaints against AP.

9 Arbitration and Disputes

Before taking legal action in dispute with the Body, the Complainant agrees to resolve the dispute with the Body through arbitration at the Bologna Chamber of Commerce. Only after the outcome of the arbitration, if dissatisfied with its conclusions, may the Complainant take legal action by initiating a dispute with the Body, for which the Court of Bologna has exclusive jurisdiction. The Body adopts the methods described in the PRG16 Procedure published on its website for the management of arbitration and litigation.

10 Confidentiality

AP's activities cannot ignore the evaluation of data and documents that represent sensitive elements of the Company's know-how and/or information subject to confidentiality requirements. To ensure the necessary confidentiality, AP adheres to the requirements of Legislative Decree No. 196 of June 30, 2003, and Regulation (EU) 2016/679 (GDPR) regarding the processing of data provided by the customer. It also adopts measures to protect the data and information obtained during conformity assessment activities, testing and/or measurement activities, and more generally during all phases of the processes involved in providing the services offered.

The terms of treatment are available at the AP headquarters.

AP does not disclose the above data and information, except where required or permitted by law, and will provide written notice to the interested Client unless otherwise indicated by the judicial authority. AP extends the obligation of confidentiality to all internal and external personnel involved in the activities referred to in this Regulation and adopts appropriate control, management, and storage measures for the information transmitted on computer media.

The Client explicitly approves that the information and documents relating to the Certification are accessible to ACCREDIA, the Certification Committee and the Impartiality Safeguarding Committee and the Competent Authorities, for the control activities required by the reference Standards.

11 Transfer of Certification

11.1 Change of the Manufacturer company name

If the customer changes their company name or address, they must promptly communicate the changes in writing by registered mail with return receipt or by certified email to apengineering@pec.it, sending:

- a copy of the new Chamber of Commerce registration certificate or equivalent document;
- a copy of the notarial deed certifying the aforementioned change.

Once all necessary checks have been completed, AP will issue a new revision of the Certificate. AP reserves the right to conduct additional checks to verify that the requirements necessary to maintain the validity of the issued Certification are met. In all other cases, AP will revoke the Certification (Section 7.3).

11.2 Transfer of the Certificate with OBL contract

Manufacturers and/or their authorized representatives who have obtained type certification can request the transfer of their certificate to other companies that have signed an OBL (Own Brand Labeling) contract with them. The manufacturer and/or their authorized representative assumes the role of OEM.

In this case, both companies must complete and sign a specific form, provided by AP, containing all the technical information necessary to identify the products, which will then be indicated in the certificate sent to OBL.

OBL company will have the same obligations and rights as the initial customer and will also be required to send a copy of the documentation (instructions, CE plate, declaration of conformity) under its own brand.

The Certificate will be valid from the moment of formal acceptance by AP and will expire the same as the original Certificate.

In the event of the original certificate becoming invalid, the certificate issued to OBL will also immediately expire. Notification will be given as provided in this regulation.

In order for AP Engineering to take charge of and carry out the certificate transfer activity, the following conditions must be verified:

- AP Engineering must be provided with a copy of the contract signed between OEM and OBL which reports:
 - Accurate indication of the data and location of the companies and their headquarters
 - Accurate identification of the machine models covered by the contract with reference to the traceability code of the technical file

- Accurate identification of the machine models covered by the contract with reference to the certificate number(s) issued by AP Engineering
- Indications and correlation table of machine models between OBL and OEM ones, i.e. for each OEM machine model it is necessary to indicate whether the OBL will maintain the same model identifier or whether this identifier will be different
- declaration issued by the OEM authorizing OBL to use the technical documentation.
- OBL's commitment to record and report complaints from the market
- acceptance of the Regulation by both Organizations

12 Safeguard clause for issued Certifications

In order to protect certified machines, should AP lose its Notified Body status, AP undertakes to sign agreements with other equally qualified Certification Bodies to guarantee the transfer and relative validity of the issued certifications without additional costs for certified companies, until the natural expiration of the contracts signed with them.

This process will be initiated only with the prior written consent of the AP-certified Organizations, who, alternatively, have the right to waive the Certification.

13 Machine changes

The Customer is required to communicate in writing any modifications it intends to make to the machines for which an EC Type Certificate has been issued by AP, including changes to the internal manufacturing control procedure, by sending AP all documentation useful for their prior assessment.

AP will perform the necessary checks, at its own expense. If the changes made compromise compliance with the requirements of the Directive or applicable standards, AP would notify the client that the change has not been authorized. If the client makes the changes, the certification will be immediately suspended until the client makes the necessary adjustments within the specified timeframe. Continuation of the status quo without the client providing the necessary evidence to the Body will result in revocation of the certification (Section 7.3).

In the event of positive assessments that do not affect the validity of the Certification, AP will issue a confirmation of validity of the existing Certification or issue a new revision of the same to the Client.

If the modification is not authorized, the customer is prohibited from placing the product on the market with the modification indicated in reference to the existing certification.

14 Extension/Reduction of Certification

If the customer communicates to AP the intention to Extend or Reduce the scope of the Certification, the Body will evaluate the contents of the request in order to determine whether the extension or reduction can be granted.

Once the evaluation procedure has been defined, AP formalizes the decision to the client by issuing a specific offer based on the price list. The verification of extensions/reductions follows the steps described in the Certification process.

In case of reduction of the Certification, the customer undertakes to review all advertising material

15 Changes to Certification requirements

The issuance of new editions of harmonized standards, or changes in the legislative landscape relating to machinery, may modify the requirements for obtaining and maintaining Certification. AP undertakes to promptly communicate to the client the need to implement the new requirements, informing them of the deadline for compliance with the new provisions, and formalizing a detailed financial proposal for conducting the additional audits necessary to verify the client's compliance with the new requirements.

AP will inform the client of any significant changes in applicable regulations that may affect the validity of the certification obtained by the client. Upon notification of a regulatory change, AP will inform the client of one of the following options:

- The regulatory change has no impact on the conformity of the product and for the certificate issued no.....
- The regulatory change has an impact on the conformity of the product and for the certificate issued no. In order to maintain the validity of the certificate, the manufacturer and/or representative must send the following documentation to AP within _____ days from the date of this letter (AP will be responsible for listing the necessary documents based on the regulatory change that has occurred)

If, following the audits conducted, AP finds that the client has not complied, it will initiate the Certification suspension procedure. If the client demonstrates its intention not to comply with the new requirements, or refuses the proposed audit activities, AP will revoke the Certifications granted on the date the new provisions come into force.

Verifying the correct implementation of product documentation and/or technical updates, necessary to incorporate new regulatory requirements that impact the certification obtained by the customer, may require the Body to perform the certification process, in whole or in part. AP will prepare a quotation for the customer detailing the activities required to conduct the necessary verifications of the interventions implemented by the manufacturer to maintain product compliance with the changed requirements.

16 Amendments to the Regulation

The continuous updating of the regulatory and legislative framework applicable to the activities conducted by AP and covered by this regulation may require the modification of one or more paragraphs of the same in order to maintain the conformity of the certification process or of the certificates issued with the current regulations.

AP makes the latest updated version of the Regulation available on its website, at its headquarters and will send an electronic copy to all customers with ongoing certification activities and issued performance certificates via certified email within 5 days of publication.

Sending the new revision and amendment to the regulations does not require the customer's express acceptance, as it constitutes a unilateral modification to the contractual conditions due to regulatory and legal requirements. However, the customer may formally notify the customer via certified email to apengineering@pec.it of their right to refuse the

regulations. Any formal refusal to accept the regulations will result in the termination of the existing contract without penalty.

- a. In the case of customers holding certifications issued with initial suspension of the Certificate with subsequent withdrawal of the same after 6 months from the suspension if no communication of acceptance of the new revision of the certification regulation is received via certified email
- b. In the case of customers with an ongoing certification procedure with initial suspension of the certification process with subsequent closure of the same after 6 months from the suspension if no communication of acceptance of the new revision of the certification regulation is received via certified email

The customer always has the right to initiate a complaint as reported in PRG16 published on the official AP Engineering website.

17 Economic Conditions

The economic conditions reported in the Offer for the activities referred to in this regulation are based on the information contained in the Application sent by the customer and refer to the items in the Price List, defined by the Management of the Body.

Customers wishing to access the Certification services must accept the Offer and also undertake to comply with the payment terms contained therein.

17.1 Changes to the Offer, Price List and Right of Withdrawal

Changes to the economic conditions signed by the Customer may be applied by AP if AP itself detects discrepancies between the data communicated by the Customer when completing the Application and what is found during the subsequent verification activities required by the Certification Process or following revisions to the Price List.

If conditions differ from those declared in the Application, justifying additional verification activities, AP will inform the client of the necessary financial additions and suspend the Certification Process until these are accepted.

AP will inform the client who refuses the financial integration presented that the Certification Process has been interrupted, quantifying the amounts for the activities already carried out only.

The fee schedule applied by AP is periodically reviewed by the Body's Management. In the event of changes to the agreed-upon financial conditions, AP will notify the client of the new fees for the audit activities via fax, email, regular mail, or certified email.

The customer has the right to reject the new pricing conditions. If the customer refuses, they understand that the certification process will be deemed unsuccessful. Following this outcome, AP will notify the relevant parties, such as the Competent Authorities, Accredia, and other Notified Bodies.

18 ADVERTISING AND USE OF CERTIFICATION

The customer may publicize and advertise the product certification in the manner they deem most appropriate, reproducing the obtained certificate in its entirety, enlarging or reducing it, in color or black and white, provided that it remains legible and does not undergo any alteration.

Solutions other than those defined in this paragraph must be authorized in writing by the Body's Management.

The Customer must avoid misleading or ambiguous uses of the Certification and must avoid the Certification being understood to extend to products not covered by the certificate.

In the event of non-compliant use of the certificate with respect to what is indicated in this paragraph, AP reserves the right to take appropriate measures against the manufacturer, including recourse to appropriate legal action and revocation of the granted Certification.

18.1 USE OF THE TRADEMARK

18.1.1 Introduction

Use of the trademark(s) is governed by AP Engineering's RG06 regulation, published on the Body's official website, an excerpt of which is provided below. The client or applicant for certification services undertakes to comply with the provisions of this regulation and of regulation RG06.

18.1.2 Body Trademark

By "Body Trademark" we mean the graphic logo shown in pict. 1, registered by AP Engineering S.r.l. and owned by the Body.



pict. 1

18.1.3 Use of the Body Trademark

The use of the trademark is reserved for the Body and is not granted to the Body's Clients or to those requesting certification services.

The Trademark is placed by the Body on its own results presentation documents sent to customers.

18.1.4 Advertising and use of results presentation documents

The customer may disclose and advertise the documentation of the results obtained by the Body in the ways it deems most appropriate by reproducing the document in its entirety, enlarging or reducing it, in color or black and white, provided that it remains legible and does not undergo any alteration.

18.1.5 Use of the Accreditation Body's Trademark

AP Engineering uses the Accreditation Body Trademark exclusively on documentation presenting the results of activities carried out under the accreditation system. AP Engineering's use of the mark complies with the provisions of the Accreditation Body's regulations, as last revised, published on its website.

The use of the Accreditation Body's trademark is not permitted to the Body's Clients or to those requesting certification services.

18.1.6 Advertising and Use of Third-Party Documents

If the results presentation documents sent by the Body to its clients contain results presentation documentation, produced by the Body's qualified suppliers, relating to activities carried out under an accredited or non-accredited regime, the client may disclose and publicize such documentation in the ways it deems most appropriate by reproducing it in full, enlarging or reducing it, in color or black and white, provided that it remains legible and does not undergo any alteration.

18.1.7 Measures and sanctions

In the event of failure by the Body's Clients or by Applicants for certification services to comply with the provisions of this regulation or of regulation RG06, AP reserves the right to take appropriate measures against them, including recourse to appropriate legal action and the revocation of the validity of the documents presenting the results.

19 INFORMATION ON THE RATES APPLIED BY THE BODY

The Body makes general information regarding its fees available at its offices. The Body's clients and certification applicants must submit a written request containing a sworn statement in which their legal representative undertakes not to disclose the information obtained to third parties. The request is verified by the Body's legal representative.

20 PRODUCT MANAGEMENT IN CASE OF SUSPENSION OR REVOCATION OF CERTIFICATION

20.1 Product management in case of suspension

In the event of a suspension of the Certification, the manufacturer

- is required to suspend production and supply to the market of the certified products subject to the suspension;
- is required not to use the certificate and the brands nor to qualify itself as an organization granting the certification;
- is required to segregate and identify as non-compliant any products already in stock and recall any already placed on the market if the suspension is due to technical problems;
- is required not to use the notification number together with the product with suspended certification for the entire duration of the suspension;
- is required not to advertise the certification that is no longer valid;
- For products already placed on the market, the suspension must be communicated through its official channels within 30 days of receiving the suspension order, providing evidence to AP.



20.2 Product management in case of revocation

In the event of a revocation of the Certification, the manufacturer undertakes to:

- return the originals of the obtained Certifications to AP
- no longer use the certificate and the trademark or trademarks granted for use;
- do not use copies and/or reproductions of the certificate collected;
- do not advertise or use the revoked Certifications, removing the logo and references to them from the documentation in use;
- cease to affix the CE marking to products referred to the revoked Certification and, consequently, cease marketing them
- remove the aforementioned trademarks from all products (including those in stock), catalogues and all documents, as well as any reference to the certification itself;
- For products already placed on the market, the manufacturer is required to communicate the revocation through its official channels within 30 days of receiving the suspension order, providing evidence to AP.
- segregate and identify as non-compliant any products already in stock and recall any already placed on the market if the withdrawal is due to technical issues.