



# Inspection Activities Regulation

Industrial processes  
(also according to customer specifications)  
Non-destructive testing



**ISP N° 130 E**

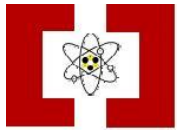
**Membro degli Accordi di Mutuo  
Riconoscimento EA, IAF e ILAC**

**Signatory of EA, IAC and ILAC  
Mutual Recognition Agreements**



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## 1. Presentation

**Company name:** O.R.A.T. Ltd.

**Registered Office / Operating Location:** Villanova sull'Arda, Piacenza, Via Roma 88 CAP 29010

**Administrative / Operating Office:** Villanova sull'Arda, Piacenza, Viale Martiri della Libertà, 2  
CAP 29010

**Chairman of the Board of Directors:** Sara Testa

**Board of Directors:** Giovanni Testa, Simona Testa

**Management Representative (RDD):** Sara Testa

**Quality Manager (RQS):** Emilio Tonghini

**Technical Manager (RT):** Emilio Tonghini

**Deputy Technical Manager:** Paolo Stefani

**Inspection Service Coordinator:** Carlo Tinelli, Giovanni Cornacchione

Active for over 40 years in the field of non-destructive testing, ORAT represents today a reference point for the sector. Its position as the undisputed leader in the control of gas pipeline joints in Italy has been further strengthened in recent years, bringing the experience and skills acquired beyond the Italian borders.

Our strength in the pipeline sector is based on two cornerstones:

- Capacity and availability of the almost ninety technicians (all graduated at least according to ISO 9712 level plus two third levels and twelve Welding Inspectors) located in the various coordination centres.
- Large amount of equipment that covers every single sector of non-destructive controls from x-ray tubes to gamma sources (Iridium 192 and Selenium 75) from manual ultrasonic devices to semi-automatic devices (TD HANDY SCAN) to automatic ones (ROTOSCAN - PIPEWIZARD PHASED ARRAY) from yokes for magnetoscopic investigations to penetrating liquids, from thermal treatments to hardness tests to thicknesses.

These two components allow ORAT to perform well both in large construction sites and in interventions where availability is needed quickly.

***The service is carried out as an Inspection Body in the process of accreditation pursuant to the UNI EN ISO / IEC 17020: 2012 standard, type C.*** Accreditation certifies the quality level of the work of an Inspection Body, verifying compliance of its management system and its



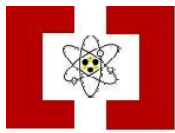
competences to internationally recognized regulatory requirements, as well as to mandatory legislative requirements.

Accreditation is therefore a guarantee of:

- Impartiality: representation of all interested parties within the Body.
- Independence: the inspectors and controllers in charge of issuing the report guarantee the absence of conflicts of interest with the objects to be inspected.
- Correctness: European standards prohibit the provision of advice either directly or through associated companies.
- Competence: accreditation first of all certifies that the personnel assigned to the verification activity are culturally, technically and professionally qualified.

ACCREDIA is the single national accreditation body, recognized by the State on 22 December 2009, born as a non-profit association, from the merger of SINAL and SINCERT and with the contribution of SIT - INRIM, ENEA and ISS. With ACCREDIA Italy has adapted to the Regulation of the European Parliament and of the Council n. 765, of 9 July 2008, which from 1 January 2010 is applied for accreditation and market surveillance in all EU countries. Each European country has its accreditation body. All Accreditation Bodies operate on a non-profit basis. ACCREDIA assesses the technical competence and professional suitability of conformity assessment operators (Laboratories and Organizations), in compliance with international standards, ensuring compliance with mandatory rules and voluntary standards, to ensure the value and credibility of the activities subject to accreditation. ACCREDIA operates at European level within EA (European cooperation for Accreditation) and internationally at IAF (International Accreditation Forum). ACCREDIA, through the Certification and Inspection Bodies Department, carries out the accreditation of Certification Bodies of company management systems, products, personnel and Verification and Inspection Bodies, and aims to contribute to improving the quality of the products, of the services, business management systems, processes and people through the verification of the competence (accreditation) of the relevant conformity assessment bodies. The control activity carried out by ACCREDIA is not limited to granting accreditation: the Certification, Verification or Inspection Body is periodically subjected to surveillance visits to verify the maintenance over time of the characteristics of competence and experience that are the basis of the accreditation itself.

ACCREDIA carries out these control activities, either by conducting inspections at the headquarters of the Certification, Verification or Inspection Body, or by accompanying the Inspectors of the Body itself during some inspections at the organizations, to verify the adequacy



in the field the correct application of the procedures, as well as the behaviour of the inspectors themselves.

## 2. Application

This document defines the relationships between O.R.A.T. srl and Customers who intend to make use of the inspection activity in the field of independent verification of industrial Processes (also based on customer specifications): Non-destructive tests on welds. This Regulation is available to all interested parties within the site [www.orat.it](http://www.orat.it). These Regulations are an integral part of the contract.

## 3. Reference Legislation

### 3.1 General Legislation

- UNI CEI EN ISO/IEC 17020:2012
- UNI CEI EN ISO/IEC 17000:2005
- UNI EN ISO 9004:2018
- UNI EN ISO 9000:2015
- UNI EN ISO 19011:2018
- ***ILAC-P10:07/2020***
- ***ILAC P15:05/2020***
- ILAC R7:05/2015
- RG-01 rev.04 - Regulation for the accreditation of Certification and Inspection Bodies - General Part
- RG-01-04 rev.01 - Regulation for the accreditation of Inspection Bodies
- ***RG-09 rev.10 - Regulations for the use of the ACCREDIA trademark***
- D.Lgs. 81/2008
- Privacy UE Regulation 679 of 2016

### 3.2 Technical Regulation

Code	Description
10160 (UNI EN)	UT control of flat products larger than 6 mm
10618 (UNI EN)	Terminology in Phased-Array Systems
10675-1 (EN ISO)	Levels of acceptability of X-ray Control
10699-1 (UNI)	Instructions for checking dimensional measuring equipment
10855-1 (UNI EN ISO)	Design and Construction of Structures at Sea
10863 (UNI EN ISO)	Ultrasonic control using the TOFD technique (With EC1 2012)



Code	Description
10893-11 (UNI EN ISO)	UT control for longitudinal and transverse defects
10893-12 (UNI EN ISO)	Pipe thickness measurement
10893-4 (UNI EN ISO)	Non-destructive testing of welded and unsaled steel pipes for the detection of surface defects by penetrating liquids
10893-5 (UNI EN ISO)	Magnetoscopic control of steel pipes
10893-6 (UNI EN ISO)	X-ray control of welds of steel pipes
10893-8 (ISO)	Automatic Laminations Control
10893-9 (UNI EN ISO)	Laminations control on sheet metal for pipe production
11632 (UNI)	Requirements of the personnel in charge of controlling gas distribution systems
11666 (UNI EN ISO)	Ultrasonic Control - Acceptability Levels
11699-1 (UNI EN ISO)	Film Classification
11699-2 (UNI EN ISO)	Control of film treatment
12543-2 (UNI EN)	Characterization of Focal Spots of X-ray Tubes - Pin Hole Method
12679 (UNI EN)	Determination of the Size of X-ray Sources
12732 (UNI EN)	Gas Transport - Welding of steel pipes
1330-1 (UNI EN)	Non-Destructive Testing: List of General Terms
13385-1 (UNI EN ISO)	Design and metrological features of the gauges
13480-5 (UNI EN)+EC 2019	Testing and Testing of Metal Pipes
13588 (UNI EN ISO)	Using the Automated Phased-Array Technique
15317 (UNI EN)	Characterization of luminaires for thickness verification
15614-1 (ISO)	Qualification of ferrous materials welding processes: Arc and Gas
15626 (UNI EN ISO)	TOFD Technical Acceptability Levels
16809 (UNI EN ISO)	Ultrasonic Thickness Measurement
16811 (UNI EN ISO)	UT sensitivity and time base adjustment
16826 (UNI EN ISO)	Examination of discontinuities perpendicular to the surface
16827 (UNI EN ISO)	Characterization and sizing of discontinuities in UT control
16828 (UNI EN ISO)	Using TOFD in UT Control
17635 (UNI EN ISO)	Non-Destructive Testing - General Rules for metallic materials
17636-1 (UNI EN ISO)	Non-destructive testing of welds - X-ray control - Part 1: X-ray and gamma techniques by film
17637 (UNI EN ISO)	Visual inspection
17638 (UNI EN ISO)	Control with Magnetic Particles
17640 (UNI EN ISO)	Non-Destructive Testing of Welds by Ultrasound
18563-1 (UNI EN ISO)	Characterization of Phased-Array devices
18563-2 (UNI EN ISO)	Characterization of UT Phased-Array probes
18563-3 (UNI EN ISO)	Characterization of the Phased Array device probe system
19011 (UNI EN ISO)	Guideline for audits of quality management systems and/or environmental management
19232-1 (UNI EN ISO)	Image quality using Wire IQI



Code	Description
19232-2 (UNI EN ISO)	Image quality using IQI with Holes and Steps
19232-3 (UNI EN ISO)	Image Quality Classes
19232-4 (UNI EN ISO)	Image Quality tables
<b>22232-1 (UNI EN)</b>	<b>Characterization of Ultrasonic Defect Detectors</b>
<b>22232-2 (UNI EN)</b>	<b>Characterization of UT probes</b>
<b>22232-3 (UNI EN)</b>	<b>Characterization of the combined system Apparatus – Probe UT</b>
23277 (UNI EN ISO)	Levels of acceptability control with Penetrating Liquids
23278 (UNI EN ISO)	Levels of acceptability control with Magnetic Particles
23279 (UNI EN ISO)	Characterization of UT control indications
2400 (UNI EN ISO)	Ultrasonic Examinations - Specifications for Calibration Block No.1
25580 (UNI EN)	Industrial X-ray Viewers - Minimum Requirements
3059 (UNI EN ISO)	Vision Conditions for Penetrating Liquids and Magnetoscopies
3183 (UNI EN ISO)	Petroleum and natural gas industries - Steel pipes for pipeline transport systems
3452-1 (UNI EN ISO)	Examination with penetrating liquids (With EC1 2013)
3452-2 (UNI EN ISO)	Testing of penetrating liquid materials
3452-3 (UNI EN ISO)	Reference blocks for penetrating liquids
3452-4 (UNI EN ISO)	Equipment for examinations with Penetrating Liquids
3452-5 (UNI EN ISO)	Tests with Penetrating Liquids at Temperatures greater than 50 degrees
3452-6 (UNI EN ISO)	Tests with Penetrating Liquids at Temperatures below 10 degrees
4037-4 (UNI ISO)	Calibration of dosimeters by x-ray
5817 (UNI EN ISO)	Visual Inspection - Imperfection Quality Levels
6520-1 (UNI EN ISO)	Classification of imperfections in fusion welds
7963 - UNI EN ISO	Ultrasonic Examinations - Specifications for Calibration Block n.2
9001 (UNI EN ISO)	Quality management systems. Requirements
9004 (UNI EN ISO)	Quality management systems. Fundamentals and terminology
9712 (UNI EN ISO)	Non-destructive testing - Qualification and certification of non-destructive testing personnel
9934-1 (UNI EN ISO)	Magnetoscopies. General principles
9934-2 (UNI EN ISO)	Means of detection for Magnetoscopies
9934-3 (UNI EN ISO)	Magnetoscopy equipment
API 1104	Welding of Pipelines and Related Facilities
ASME B31.3	Process Piping
ASME V	Boiler and Pressure Vessel Code – Nondestructive Examination
ASTM E1079	Standard practice for Calibration of Transmission Densitometers
ASTM E1961	Standard Practice for Mechanized Ultrasonic Testing of Girth Welds Using Zonal Discrimination with Focused Search Units
ASTM E2491	Standard Guide for Evaluating Performance Characteristics of Phased-Array Ultrasonic Testing Instruments and Systems



Code	Description
<b><i>D.Lgs 101</i></b>	<b><i>Implementation of Directives 89/618/Euratom, 90/641/Euratom, 92/3/Euratom and 96/29/Euratom on ionising radiation</i></b>
D.Lgs 52	Control of high-activity sealed radioactive sources and orphan sources
<b><i>D.M. n.TT/2389/99/3</i></b>	<b><i>Authorization for the road transport of radioactive substances of the company O.R.A.T.</i></b>
D.P.R. 177/2011	Regulation laying down rules for the qualification of undertakings and self-employed persons operating in environments suspected of pollution or bordering
<b><i>Decreto 0034733</i></b>	<b><i>Prefecture Piacenza - Nulla Osta use and possession of radioactive sources to the company O.R.A.T.</i></b>
EA-4/15	Accreditation for Non-Destructive Testing
ENI 20370.PIP.MEC.FUN Rev.01	Welding of austenitic stainless steel pipes
ENI 20376.PIP.MEC.FUN Rev.01	Welding of carbon steel pipes for low temperatures
ENI 20377.PIP.MEC.FUN Rev.01	General requirements for the control of pipe welds
SGI 3000.COST.MEC.011	In-line welding specification for methane pipelines
SNAM GASD C.05.01.00 rev.01	Sal Line welding and Plants

***The above rules are considered in their latest revision and update status.***

#### **4. Terms and definitions**

Regarding terms and definitions used in this regulation, refer to what is defined in the UNI CEI EN ISO / IEC 17000: 2005

#### **5. Responsibility**

##### **5.1 O.R.A.T. srl Responsibility**

O.R.A.T. srl has the following responsibilities:

- carry out what has been defined within the contract / assignment with the diligence required by the nature of the activity performed and with the use of all the means deemed appropriate and necessary;
- draw up at the end of the activities carried out the relationships with the respect of the contractual conditions and terms;
- guarantee not to be, either directly or with the employees in conflict (designer, builder, supplier, installer, buyer, owner, user, maintainer) with respect to the objects or part of them subjected to inspection (***this responsibility will cease to exist if, operating as a Type C Body, it carries out activities or services in the same area with its own independent staff***);





- guarantee not to be engaged either directly or with staff engaged in activities that may conflict with independence of judgment and professional integrity in relation to the inspection activity (***this responsibility will cease to exist if, operating as a Type C Body, it carries out activities or services in the same area with its own independent staff***);
- guarantee the respect of the secrecy of the information received during the inspection service, undertaking not to disclose this information externally;
- guarantee the freedom of access to the customer during the execution of inspection services, except during radiographic exposures;
- comply with all safety requirements;
- O.R.A.T never assumes the role of responsible body for the work submitted to the inspection service.
- O.R.A.T. assuming a non-operational role during the inspection service, it is not responsible for any defects or damages of any nature that may arise during the execution of the works or parts of them subject to inspection (***this responsibility will cease to exist if, operating as a Type C Body, it carries out activities or services in the same area with its own independent staff***).

## 5.2 Client Responsibility

- The Client has the following responsibilities:
- Make available a contact person for the O.R.A.T. staff;
- Facilitate O.R.A.T. access to places where the objects to be inspected are placed;
- Make O.R.A.T. all the necessary supporting documentation;
- Take all necessary measures to protect the safety of O.R.A.T.
- Allow Accredia personnel to access the sites of inspection when requested;
- The inspection reports can be delivered to third parties only in the complete and official version, with absolute prohibition to extract parts of them, without written authorization from O.R.A.T itself.

## 6. Operating Methods

Requests for offers are sent by the client in writing or by telephone and received by COM to carry out a feasibility analysis of the documentation (if present), of any contractual specifications in order to issue the offer. The offers issued by ORAT contain all the information necessary to identify the service as a whole and includes:

- purpose of the work for which the offer is issued: subject of the service, location.



- Technical part: including a brief description of the work, the human resources with the details of the qualifications, the necessary technical resources, the organization of the site, the execution times, the working hours, the charges borne by both parties, the reference standards and specifications, mandatory legislative aspects linked to Legislative Decree 230/95 and a series of annexes that demonstrate the legislative regularity and the technical-professional suitability of the company

Economic part: description of the interventions and individual prices; billing and payments.

For the complete redaction of the offers COM uses the collaboration RQS and PERS. Offers are generally issued according to this scheme, but if the customer requests special forms or documentation, his requests have priority. Once the offer has been prepared, the COM checks and checks all the data contained and at the end of the review, the signature for approval and sends it to the Customer. With the receipt of the purchase order from the customer COM performs the review of the contract on all the requirements and on successful delivery delivers the document to the administration in order to update the order register in which they are entered in the Orat DB:

reference orat order;

client and end client;

name of the work;

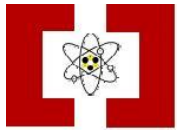
type of construction site;

types of checks to be carried out;

involved diameters;

start and end of the construction contract.

The time requirement is very indicative because it is strongly conditioned by the processing times of the other sub-contractors of the final client. Following the review of the contract, specific CSI of the area carries out a planning of the single order indicating in addition to the salient data of the client and the final client, the project in which it participates, the type of control to be performed and the regulations to be followed. Subsequently, on the basis of the types of checks to be carried out and the diameters involved, thanks to mathematical formulas inserted in the ORAT DB, RQS prints from the management the Radio-gammagraphic card for the qualified expert (in compliance with Legislative Decree 230/95). The qualified expert, based on the location plans, the workload of the personnel, the equipment that will be used for that specific site, issues a radiation protection report pursuant to Legislative Decree 230/95 in which the bodies involved are defined who must be informed of the activities carried out (ARPA, VVFF, INAIL, ASL, etc.). When the radiation protection report is delivered to the office, the administration inserts a copy in the DB and inserts the salient data in the specific form to keep the validity of the same under control for a single workplace. At this



point the Job Order Form is issued including the relevant technical procedures, these procedures are issued by a II level technician and verified by a III level technician, while the final approval is from the client supervisor. The Administration sends the commencement notice to all the bodies identified by the Qualified Expert in the radiation protection report two weeks before the start of work defined by the customer.

For each construction site, the specific documentation to be produced concerns:

- technical procedures for each type of control to be performed
- Radiation protection report of the qualified expert
- Operational Safety Plan (Title IV of Legislative Decree 81/08)
- Qualifications of specialized personnel
- Calibration of the instrumentation involved.

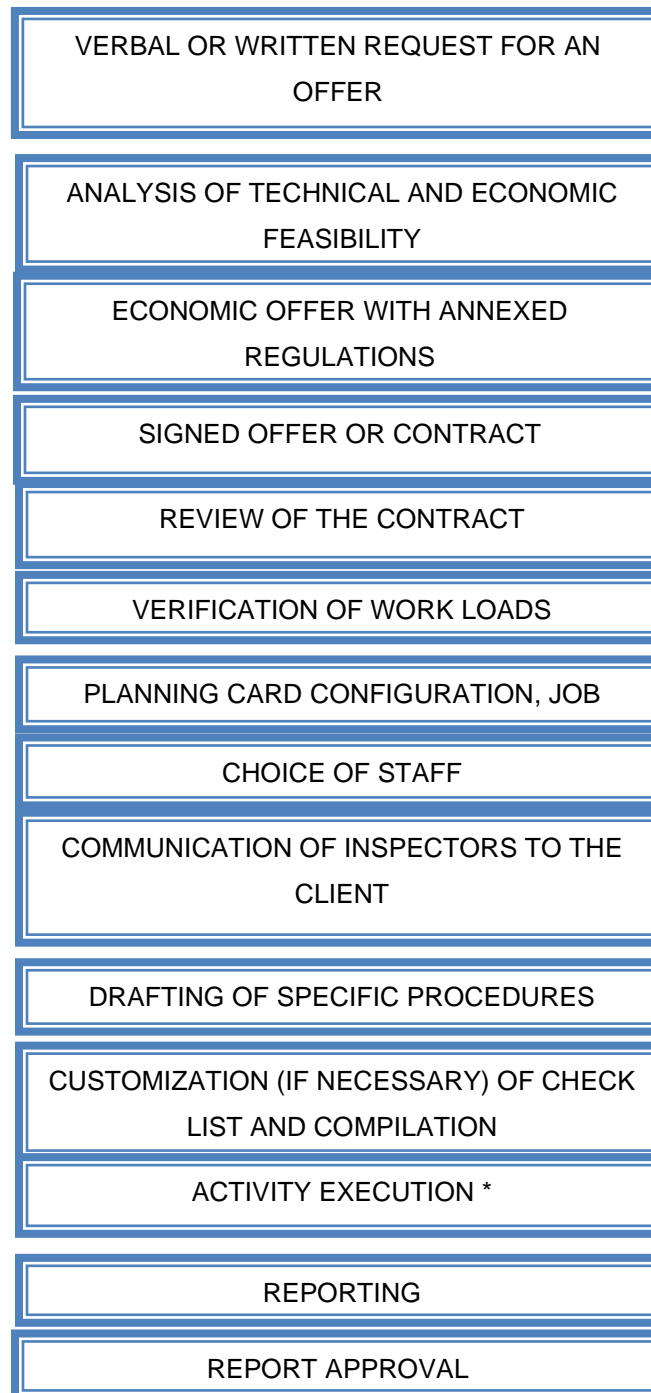
At least 5 days before the start of the construction site the communication of the inspectors will be sent to the client who will carry out the activities to allow any recursions to be made, the communication takes place via e-mail.

The activities to be carried out in the individual work sites are defined within the job order form and procedures issued for the individual contract. All the checks carried out are recorded in the specific models by qualified operators in the specific methods requested and are countersigned by an (external) supervisory inspector who assumes the final responsibility and by the customer's representative. The Inspection Reports are drawn up and verified by the Inspectors and approved by the Technical Manager or substitute (in case of his absence) who checks the Reports, verifying their consistency with the provisions of the system documents and the contractual documents.

ORAT never uses the customer's equipment or measuring devices (with the exception of equipment, such as stairs, scaffolding or elevators in order to reach the workplace or place the necessary equipment) if this happens, they will be managed according to the provisions of ILAC P-10 and from RG 01-04.



Flowchart



\* a 100% sampling is always carried out, any special cases will be described in the inspection plans



## 7. Acceptability Criteria

The types of defects identified for radiographic checks are as follows:

- 100:CRACK
- 201:BLISTER
- 2011:PORE
- 2015:EXTENDED CAVITY
- 2016:WORM HOLE
- 301:DROSS
- 401:LACK OF FUSION
- 402 LACK OF PENETRATION
- 501:MATGINAL ENGRAVING
- 5013:SUMMIT ENGRAVING
- 504:EXCESS PENETRATION
- 515:ROOT CONCAVITY
- 517:DEFECTING RESUME
- 601:ARC FLASH
- 602:SPLASH

The types of defects identified for manual and semi-automatic ultrasonic checks are as follows:

- LS = Linear surface
- LI = Internal linear
- C = Crack
- CC = Crack crater
- B = Burning
- PG = Group of cluster
- PS = Single cluster

The types of defects identified for the Automatic Ultrasound controls are as follows

- SB = Superficial defect
- EB = Internal defect
- LI = Longitudinal indication
- TI = Cross indication
- PO = Single porosity
- PC = Group of porosity
- IP = Incomplete Penetration
- SD = Overlapping defects
- HA = High amplitude indications
- LA = Low amplitude indications



The types of defects identified for the checks with Penetrating and Magnetoscopic Liquids are the following:

- IL = Linear indication
- INL = Non linear indication
  
- The types of defects identified for the Visual checks are the following:
  - IM = Marginal Incisions
  - MIR = Irregular Mesh
  - SVS = Overthickness
  - STS = Underthickness

The acceptability classification is defined within the specific reference legislation:

- EN 12732
- EN ISO 10160
- EN ISO 10675-1
- EN ISO 11666
- EN ISO 23277
- EN ISO 23278
- EN ISO 23279
- EN ISO 15626
- EN ISO 19285
- EN ISO 5817
- API 1104

## **8. Minimum contents of the inspection report**

Each Report, unless otherwise specified (eg by legal, contractual requirements, etc.), must contain at least the following elements:

- Identification of the document
- Identification of the issuing body;
- Accredia trademark (to be used only after obtaining accreditation and in accordance with the provisions of RG-09 rev.05 - Regulation for the use of the ACCREDIA trademark)
- Reference to the customer and the contract number
- Designation of the document (Inspection report, etc.);



- Date of inspection;
- Date of issue of the inspection report;
- Subject and description of the inspection activity;
- Place of execution of the inspection activity;
- References to procedures used and any sampling included in the procedures themselves;
- Information on environmental conditions during the inspection activity;
- Identification of the item inspected;
- References of products or equipment used
- Numbering of the pages with indication of the total number of pages;
- References to any attachments;
- Information that constitutes the result of the inspection by comparing it, if appropriate, with the relevant legal and / or regulatory and / or contractual requirements etc;
- Specific note to indicate when it is a partial report;
- Name of who carried out the inspection;
- Name and signature of who approves the release of the Report.
- Information on what was eventually omitted from the original purpose of the work;
  - If parts of the inspection activity have been subcontracted, the results of this work must be clearly identified;
  - Inspection result including determination of compliance, any defect or other non-conformities found (results can be supported by tables, graphs, drafts and photographs);
  - Names (or identification codes) of the members of the inspection staff and, when electronic identification is not ensured, and their signature;
  - The name and address of the inspection body (reference site)
  - The following non-reproducibility clause

"The present document cannot be partially reproduced except with the written approval of O.R.A.T. SRL and the Client".

"The present document shall not be reproduced, except in full, without O.R.A.T. SRL and Client's approval ".

Any form of cancellation, correction or addition to an inspection report after its formal issue will be recorded and justified. Whenever it is necessary to re-issue an Inspection Report / Certificate, it will be necessary to specify that the same "cancels and replaces the previous one of ...".



ORAT does not issue Inspection Certificates, if these were issued they must contain all the information required for the Inspection Reports and must refer uniquely to the inspection reports previously issued.

## **9. Subcontracts**

O.R.A.T. srl excludes the possibility of having its subcontract inspection services performed. The final responsibility towards the customer for the determination of the compliance remains in any case the responsibility of O.R.A.T.

## **10. Confidentiality**

O.R.A.T. srl ensures that all information of a confidential nature, obtained during the verification activities, is treated in a strictly confidential manner at all levels of its Organization, unless otherwise required by law, provisions of Accreditation Bodies, written authorization by part of the Client and / or Organization subject to control. All customer properties, including intellectual property, are protected according to the provisions of the EU Regulation Privacy 679 of 2016

Pursuant to and for the purposes of the EU Privacy Regulation 679 of 2016 we inform you that:

- The data provided by you will be processed in accordance with the provisions of the EU Regulation Privacy 679 of 2016;
- the data will be processed on computer and paper media;
- the purpose of the processing is the regular execution of the signed contract;
- that the data may be communicated to banks, accountants, public bodies ...
- that you can exercise at any time

If the O.R.A.T. srl is obliged by law or authorized by contractual commitments to release confidential information the client or the individual concerned will be (unless prohibited by law) warned of the information that will be provided. The information regarding the client and obtained from sources other than the customer himself, will be treated as confidential information.

Communication and Dissemination.

The data may be communicated, within the limits strictly pertinent to the obligations, tasks and purposes mentioned above and in compliance with the applicable legislation in force, to the following categories of subjects:

- Public bodies (for example INPS, INAIL, Provincial Labor Directorate, Tax Offices);  
Accreditation Body (eg Accredia);





- Professionals or service companies for administration and business management that operate on behalf of our company;
- Provisions or even private pension funds and assistance, supplementary funds;
- Insurance companies and credit institutions;
- IT service providers;
- Group company.

The company will ensure that the third party has adequate security measures relating to the specific treatment, they will act within the EU as an external data processor. Personal data will not be disseminated in any way.

### **11. Complaints, Appeals and Litigation**

Written complaints can be submitted to O.R.A.T. srl from its Clients, from Accreditation Bodies, etc. The Client or the Organization subject to the control are also entitled to present written appeals against the decisions / assessments made by O.R.A.T. srl within thirty days from the date on which O.R.A.T. srl has formalized this decision / assessment with a written document. Term after which the said decision / assessment is considered to be fully accepted. Any appeals are recorded in the "Appeals register" these will also be handled with the presence of the Legal Representative as a Non-Compliance treatment and analyzed by technically competent persons who have not participated in the inspection subject to appeal. If the appeal is perpetrated and proves necessary, this will be managed and resolved through the Legal Department, with the competent court in Piacenza or alternatively that of the client. In the presence of complaints, O.R.A.T. srl will confirm in writing the receipt of the same and undertakes to respond within 10 days of their receipt. For any disputes arising from the execution and / or interpretation of the contract the competent court is that of Piacenza or, alternatively, that of the client.

In any case, even in the face of corrective actions, future decisions will not result in discriminatory actions.

Process detail:

- Receiving a complaint or appeal;
- Responsibility analysis;
- Sending letter of acceptance;
- substantiation analysis;
- Actions taken against;
- Reply in writing;
- Closure.



During the process of analysis and management of complaints and appeals, ORAT srl provides to give periodic information to the client, in order to share with it all the steps for its closure.

## **12. Use of the Trademark**

The use of the O.R.A.T. srl Trademark on the part of the customer is allowed only upon prior and explicit written authorization by O.R.A.T. srl. The use of the trademark must refer exclusively to works, services, products or management aspects affected by the checks carried out by O.R.A.T. srl itself and to which the Reports and documents issued by O.R.A.T. srl. The right to use the O.R.A.T. srl cannot in any way be transferred to third parties by the customer. The use of the ACCREDIA accreditation mark by O.R.A.T. srl is carried out in compliance with the ACCREDIA RG-09 General Regulation available on the ACCREDIA website [www.accredia.it](http://www.accredia.it). In particular, the conformity assessments (Inspection Reports) issued by O.R.A.T. srl under the scope of accreditation carry the ACCREDIA mark. The use of the ACCREDIA trademark is precluded to the customer.

## **13. Obligations of the parties and limitation of liability**

### **13.1 ORAT srl obligations**

ORAT srl undertakes:

- to carry out the task with the diligence required by the nature of the activity carried out and with the use of appropriate means;
- to draw up, on the basis of the activity carried out, the relationship (s) as established within the contract conditions in the terms and with the methods indicated therein;
- to guarantee the Customer freedom of access to inspection services;
- to comply with the instructions given by the safety managers on the occasion of the inspections;
- ***to keep the documentation relating to the Contract for the period of 10 years***
- to use employees who are not in possession of proven training: the professionals are selected according to the strict procedures and ORAT srl guarantees their preparation, competence, independence and confidentiality. In any case, subcontracting operations are excluded.

ORAT srl also guarantees:

- to be a company whose corporate insurance titles and employees both employed and under contract are available to customers;
- to be independent of the parties involved in the project / construction subject to inspection;
- to be neither directly nor with the personnel employed, the designer, the builder, the supplier, the installer, the purchaser, the owner, the user or the maintainer of the objects



- subjected to inspection, nor to be an authorized representative of any of these parts;
- not to be engaged, either directly or with the staff employed, in activities that may conflict with the independence of judgment and professional integrity in relation to their inspection activities. In particular not to be directly involved in the design, manufacture, supply, installation, use and maintenance of the objects subjected to inspection, or similar competing objects.
  - that all interested parties can have access to the services of the inspection body and that there are no undue financial or other conditions.
  - that the procedures within which the organization operates are managed in a non-discriminatory manner.
  - that the technical information that the Clients communicates or makes available to ORAT srl and its staff can be used only for the best execution of the Contract.
  - In any case, ORAT srl acknowledges that the technical and commercial information of which it becomes aware during the Contract is entirely covered by the trade secret. ORAT srl therefore undertakes not to disclose such information to third parties without the Customer's prior written authorization.
  - ORAT srl undertakes to sign and have its auxiliary personnel sign any confidentiality commitments which it deems appropriate to subscribe.
  - ***ORAT srl also undertakes to fulfil the information obligations provided for by Legislative Decree UE Privacy 679-2016***
  - ORAT srl has the right to entrust non-employee professionals with the execution of parts of the described phases, maintaining the overall responsibility for the activities towards the Clients.

### **13.2 Client Obligations**

The Client undertakes:

- to deliver a copy of all documentation at his own expense and in good time at the request of the ODI;
- to observe all current safety regulations;
- to allow, when requested, the ACCREDIA Inspectors, ORAT srl accreditation body, access to the place of inspection;
- to communicate to ORAT srl all the information necessary for the performance of the assignment, by way of example: phases and changes in the execution of the Work, nature and



consistency, delivery dates;

- to communicate, at the time of signing the Contract, to ORAT srl the name (address, telephone, fax, email) of the personnel designated as interlocutor of ORAT srl;
- to pay the fees to ORAT srl according to the terms and conditions set forth in the Special Conditions;
- at the end of the work, to provide ORAT srl with the necessary accounting documents to calculate the balance of the payment
- to designate a qualified person who must accompany the representative (s) of ORAT srl to give him all the facilities for carrying out the assignment. The movement of the vehicles must be ensured exclusively by a qualified person appointed by the Customer and under the responsibility of the latter.
- not to hand over reports to third parties without prior written authorization from ORAT srl. Even after authorization by ORAT srl the reports can be delivered only in the official, complete, signed and complete version, with absolute prohibition to extract sections or parts. No public evidence can be given to the intervention of ORAT srl without prior agreement on content and related text.

### **13.3 Responsibility Limitation of ORAT srl**

For greater clarification, the responsibility of ORAT srl is that concerning an intellectual performance. This responsibility cannot be invoked for works and installations whose use is different from the intended use communicated or for which the relative and agreed documents have not been supplied. ORAT srl carries out its activities with reference to current legislation and regulations, technical recommendations and the requirements expressed by the Principal of the Work.

## **14.Rates and Payments**

***The rates offered to the Client include all the phases of the verification program and the issue of the Inspection Reports.***

### **14.1 Additional Charges**

Additional charges will be charged for those activities that were not included in the agreed offer as well as for verification or surveillance activities that may become necessary as a result of non-acceptability results resulting in inspection reports.

These charges may include costs for:



- the repetition of individual phases or of the entire verification program, or for activities consequent to failure to comply with the rules and procedures by the Principal and / or the organization subject to the control
- consequent additional activities
- judicial obligation to submit documents or testimony in relation to the activities carried out by ORAT srl

The ORAT Srl reserves the right to charge additional charges to the rates in force, in case of urgent orders from the Customer, cancellation or reprogramming of the services, partial or full repetition of the verification program or of the activities referred to in this regulation and of which it is the client is responsible.

#### **14.2 Postponed scheduled activities**

In particular, the postponement, upon request by the Principal, of activities already scheduled and agreed upon that require the presence of ORAT srl personnel at the Customer, entails the right to charge, as compensation, additional charges equal to 50% of the contractually agreed rate for the activity itself, if such request is not received by ORAT srl in writing at least 2 working days in advance.

#### **14.3 Tariff Specification**

Unless otherwise indicated, all rates include travel and accommodation expenses. Furthermore, all additional tariffs and costs do not include VAT or other applicable taxes unless otherwise agreed between the parties or specific regimes (eg reverse charges). Following the issue of the Inspection Reports, ORAT will issue, at the end of the month, a summary of the interventions made, the client will have to verify it and report any inconsistencies within 10 days from the date of transmission by ORAT; when the parties agree definitively, a Work Progress Status will be issued, which will be signed by both parties, at which point ORAT srl will issue an invoice to the Principal, unless otherwise agreed by contract. Invoices relating to additional and / or subsequent activities will be issued from time to time. Unless otherwise stipulated in the offer / contract, the payment conditions are to be understood as 60 days from the date of issue of the invoice, regardless of the outcome of the inspection process.

#### **14.4 Payment and use of inspection reports**

Any use by the Client of the inspection reports is subject to the timely payment of the invoices. In addition to the actions envisaged by these conditions, ORAT srl reserves the right to suspend or interrupt activities in the event of failure to pay invoices issued.



#### **14.5 Missed or delayed payment**

For late payment of invoices, ORAT srl reserves the right to charge an annual interest equal to the discount rate increased by 2%, calculated from the date of issue of the invoice at the time of actual payment. All costs relating to the recovery of the credit, including any legal fees, are the responsibility of the Client.

#### **14.6 Contract Interruptions**

The parties respectively have the right to withdraw from the Contract with a notice of 90 days, through formal communication, according to the methods indicated below. In this case, if the Client wishes to withdraw, he undertakes to pay ORAT srl the fee for the activities carried out up to the time of withdrawal. The Client will receive an invoice from ORAT srl concerning the services performed up to the time of interruption.

It should be noted that after the contract is closed, it is no longer possible to change the contractual documents; however, ORAT srl reserves the right to revise the contractual documents if in the course of the activities it finds variations with respect to the conditions declared by the Client on the basis of which the offer was issued. This will give rise to a new contractual procedure, without prejudice to the terms indicated above. The Parties expressly agree that failure to fulfil even one of the obligations referred to in the preceding paragraphs and points will result in the termination of the contract pursuant to and for the purposes of art. 1456 of the Civil Code, with the consequent obligation of the defaulting party to pay compensation for damage. The Parties also reserve the right to terminate the Contract at any time with immediate effect by written notice if one of the Parties is declared bankrupt or is subject to any insolvency procedure. ORAT srl will not be responsible for the delay in the fulfilment of the assignment or for the non-execution of the same, in case of force majeure, or causes not attributable to ORAT srl. In this case the Customer will recognize the amount of the benefits to ORAT srl according to the cases mentioned above, since the fee is still due

***This regulation was approved on 08.09.2021***