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1. SCOPE AND FIELD OF APPLICATION

This Regulation defines requirements and procedures for the issuance of the Certifications stated by Regulation (EU) No. 305/2011 of 9th March 2011 (hereinafter the "CPR Regulation") and subsequent revisions by L.S. Fire Testing Institute s.r.l., (hereinafter "LSFire"), as a Notified Body.

2. REFERENCES

EN 50575:2014+A1:2016

Power, control and communication cables – Cables for general applications in construction works subject to reaction to fire requirements

EN ISO/IEC 17065:2012

Conformity assessment - Requirements for bodies certifying products, processes and services

EN ISO/IEC 17067:2013

Conformity assessment – Fundamentals of product certification and guidelines for product certification schemes

EN ISO/IEC 17020:2012

Conformity assessment - Requirements for the operation of various types of bodies performing inspection

EN ISO/IEC 17025:2018

General requirements for the competence of testing and calibration laboratories

EA – 2/17 M:2020

EA Document on Accreditation for Notification Purposes

Regulation (EU) No 305/2011 of the European Parliament and of the Council of 9 March 2011

laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC

Commission Delegated Regulation (EU) No 568/2014 of 18 February 2014

amending Annex V to Regulation (EU) No 305/2011 of the European Parliament and of the Council as regards the assessment and verification of the constancy of performance of construction products

Legislative Decree no. 106 of 16/06/2017

Adaptation of national legislation based on the provisions of Regulation (EU) No 305/2011

Regulation (EU) 2024/3110 of the European Parliament and of the Council of 27 November 2024

laying down harmonised rules for the marketing of construction products and repealing Regulation (EU) No 305/2011

NB-CPR/17/722r8

Guidance to notified bodies on the Assessment and Verification of Constancy of Performance under the Construction Products Regulation

IAF ID 12:2015

Principles on remote assessment

ACCREDIA RG-01 in current rev.

Regulations for the accreditation of Certification, Inspection, Validation and Verification Bodies – General Requirements

ACCREDIA RG-01-03 in current rev.

Regulation for the accreditation of Product/Service/Process Certification Bodies

ACCREDIA RG-09 in current rev.

Regulations for the use of the ACCREDIA logo and mark

ACCREDIA DT-01-DC in current rev.

ACCREDIA approach to accreditations for notifications regarding the CE marking and rules for CABs requesting this typology of accreditation

REG_RB LSFire Regulation for the management of rebranding in AVCP 1+ system

REG_RR LSFire Regulation for the handling of complaints and appeals

3. DEFINITIONS AND ACRONYMS

- **"Client"**: manufacturer or person commissioned by the manufacturer who asks LSFire to assess the feasibility of certifying products it manufactures;
- **"Product Certification"**: procedure through which a third party, i.e. a Product Certification Body, provides evidence with reasonable reliability that a defined product complies with one or more regulatory documents;
- **"Declaration of Performance (DoP)"**: a document written by the manufacturer when the product is placed on the market in which it assumes responsibility for the conformity of the construction product with the declared performance in relation to its essential characteristics;

SCHEME-REGULATION OF CERTIFICATION WITHIN CPR SCOPE

- **"Regulatory document"**: document that defines the requirements of a product; the document can be, for example: rule, regulation, technical specification, State law, Ministerial circular, code of practice, technical regulations;
- **"Certification Scheme"**: certification scheme for products to which the requirements and procedures set out in EN 50575 apply;
- **"Certificate"**: Certificate of Constancy of Product Performance. Document certifying that a construction product complies with one or more regulatory documents and that the production/manufacturing system is suitable for the maintenance of its characteristics and performance;
- **"FPC"**: Factory Production Control. Set of procedures for the permanent control of production, personnel, equipment and in general of the resources available and used in the product's manufacturing plant, in accordance with the harmonised technical specifications;
- **"NB"**: Notified Body. Organization designated by an EU Country to assess the conformity of certain products before they are placed on the market;
- **"ITT"**: Initial Type Testing. Tests necessary to assess correspondence to the approved type and compliance with the requirements of the relevant harmonised standards.

4. GENERAL CONDITIONS

Product certification can only be granted if all the requirements stated in the specific certification scheme (EN 50575, referred to in this Regulation) have been met, both in terms of ability to manufacture the product in accordance with the documentary provisions and in terms of ability to ensure the maintenance of compliance with the specified requirements.

LSFire shall be responsible for assessing the Client's ability to handle and maintain the compliance of the product subject to certification, but it is the Client only who is responsible for the correct execution of its activities and for the compliance with legal obligations and, therefore, for the ability to manufacture the product in accordance with the documentary provisions, as well as in terms of ability to ensure the maintenance of compliance with the requirements specified in the certification.

5. LSFIRE COMMITMENTS

LSFire grants free access to its services to organizations applying for certification or other services, without any discrimination. However, LSFire may refuse to accept an application or to maintain a certification contract with a Client, so long as the Client is informed.

LSFire does not provide any consultancy activity in any of its services offered in the field of Certification.

LSFire undertakes to maintain confidentiality of the information received and to take all necessary precautions to prevent the disclosure of such information to third parties, whilst also ensuring confidentiality amongst its employees.

LSFire ensures that the assessors involved in certification activities have not had any contractual relationships with the clients involved in the certification activity. For this purpose, the assessors undertake to confirm their impartiality in writing.

LSFire's decisions are based on the assessment of a set of objective evidence, such as testing and verification activities; consequently, no obligation is assumed regarding the successful outcome of such activities and, therefore, the actual issuance of the certificate. The obligation assumed by LSFire is therefore to be understood as an obligation of means and not of result. LSFire also acknowledges the importance of impartiality in certification and therefore conducts its activities objectively, avoiding conflicts of interest.

A special Safeguard Committee representing the parties interested in the certification has the task of supervising compliance with impartiality.

LSFire shall notify the relevant Administrations and the Notifying Authority of any action taken in relation to the Client, or of any restriction, suspension, or withdrawal of certificates.

LSFire undertakes to inform the Client as soon as possible should it lose the qualification to operate in specific CPR areas (of which the product subject to certification is part) and, consequently, to issue Certificates.

6. CLIENT COMMITMENTS

The Client who wishes to obtain and maintain a certification, undertakes to:

- comply with the obligations stated in the CPR Regulation, to which it is bound in its entirety;
- allow verification and inspection activities, providing LSFire with the relevant documentation, as well as granting access to its own sites and those of its distributors or suppliers of subcontracted activities, at the request of LSFire, all within a reasonable period not exceeding 30 days;
- allow testing activities in the presence of observers, such as, for example, LSFire staff in training or inspectors from accreditation bodies, at the request of LSFire;
- immediately notify LSFire in the event of non-conformities that could compromise the constancy of production and performance of the product subject to certification;
- immediately notify LSFire of any ongoing measures in relation to the certifications obtained with LSFire;
- immediately notify LSFire in the event of claims/market-related reports that may be associated with testing activities for the purpose of cables classification;
- punctually comply with the instructions of LSFire regarding the procedures to be followed during the verification, inspection, certification and maintenance phases.

It is also specified that, should the Client cancel a certification request, nevertheless the Client agrees to pay LSFire the amount due for the document review of the project.

7. CERTIFICATION PROCESS

7.1 GENERAL PROCEDURE

With reference to the harmonised standard EN 50575, if a cable manufacturer requests that LSFire certify a new product in accordance with AVCP 1+, the Notified Body in question is required to verify that the manufacturer implements and maintains an FPC system and related document management system, to ensure that the products placed on the market comply with the declared performance of the essential characteristics.

The FPC system consists of procedures, regular inspections, tests and/or evaluations and it is designed to use the results obtained to verify raw materials or other components, equipment, the production process and the product.

All elements, requirements and regulations adopted by the manufacturer must be systematically documented in the form of written procedures and rules, which must be provided to LSFire upon request.

The documentation regarding the FPC system must ensure a common understanding of the evaluation for constancy of performance, allow the achievement of the required product performance and allow surveillance of the correct implementation of the production control system.

LSFire assumes responsibility for product certification according to harmonised standard EN 50575, Regulation (EU) No. 305/2011 and Commission Delegated Regulation No. 568/2014 through product type determination processes, initial inspections, continuous production surveillance. The certification highlights the fire performance of the electrical cables and their constancy.

The system for assessing and verifying the constancy of the AVCP 1+ performance, set out in Annex V of Regulation (EU) No 305/2011 as amended by Commission Delegated Regulation No 568/2014, provides for the application of the following criteria in Table 1:

SCHEME-REGULATION OF CERTIFICATION WITHIN CPR SCOPE

Activities		Content of the activity	Reference to EN 50575 standard paragraph
Manufacturer's activities	Manufacturing and Control Plan (FPC)	Parameters relating to essential characteristics related to the declared intended use	6.3
	Additional tests on samples taken at the manufacturing plant according to the planned testing program	Essential characteristics relevant to the declared intended use	6.3.2.6
Activities for the product certification body	Determination of the product type based on type testing (including sampling), type calculation, tabulated values or descriptive product documentation.	Reaction to fire	6.2
	Initial Inspection of the FPC Production Facility	The parameters relating to the essential characteristics associated with the declared intended use, more precisely the reaction to fire. FPC documentation	6.3.4
	Continuous surveillance, evaluation and estimation of the FPC	The parameters relating to the essential characteristics associated to the declared intended use, more precisely the reaction to fire. FPC documentation	6.3.5
	Inspection of the samples taken before placing the product on the market.	Reaction to fire	5.3.5

Table 1: Activity of the AVCP 1+ system according to EN 50575

7.2 CERTIFICATION APPLICATION AND APPLICATION REVIEW

Upon receipt of a certification application, LSFIRE shall forward the client the following Regulation (in case of new clients) and the necessary forms to process the application.

Specifically, it is necessary for the Client to provide, as applicable, the following data:

- certification application to be filled out on LSFIRE forms;
- technical documentation of the product subject to certification, complete with cable section drawing;
- EXAP calculation for the selection of representative samples (in the case of cable families);
- for single cables, list of non-combustible components;
- copy of FPC document;
- specification on the type of product or production line (new or already under surveillance in system 1+ with LSFIRE);
- organization chart with names and roles, showing the figures of the plant manager and CPR (or FPC) contact persons for each production site;
- purchase or procurement procedure for materials and acceptance;
- surveillance/testing procedure;
- non-conformities handling and corrective actions procedures;
- cable identification procedure (traceability and marking);
- tool/equipment handling procedure and related maintenance;
- a legally valid Company Registration Report (6 months) or similar documentation for foreign Clients;
- information regarding the outsourcing of processes that may affect compliance with product requirements (or certification itself) and any surveillance records.

The application is completed by the Client and returned by email signed by the Legal Representative or by a delegated person delegated, together with the documentation required therein.

The same must also include the formal acceptance of the Certification Scheme-Regulation.

The Client may submit a separate application for each type, i.e. for each Product representative of a given production. The type may also include Product variants, provided that the characteristics of these variants are homogeneous in terms of requirements of the harmonised standards of reference.

If the product is subject to a particular type of production, it must be declared at this stage. One-off productions (single batch produced), pre-production prototypes and productions in minimum quantities (as required by § 6.3.7 of the EN 50575:2014+A1:2016 standard) are considered to be of a special type.

LSFire also reserves the right to evaluate and possibly acquire the documents issued by other notified bodies under the CPR Regulation, such as certificates and test reports attesting to the compliance of FPC products or systems with the applicable harmonised technical specifications, in compliance with the regulations of the relevant Authorities.

LSFire shall assess the completeness of the data received and arrange for the certification offer to be sent to the Client; the document must be returned signed by the Legal Representative or delegated person.

Within ten (10) working days of receipt of the signed offer, LSFire shall notify the Client of the outcome of the project analysis activity and, if so, formalize the start of the certification process.

If there are not sufficient conditions to satisfy the request for certification, LSFire shall formally notify the Client, who still must cover the amount due to LSFire for the work performed. Furthermore, as described in § 6 of this Regulation, if a request for certification is cancelled by the Client, the Client undertakes to pay LSFire the amount due for the document review of the project.

7.3 ASSESSMENT AND INITIAL VERIFICATION

7.3.1 First inspection and sampling

LSFire appoints inspectors in advance to carry out the initial inspection of the production plant and the manufacturing and control plan, taking into account their expertise and the absence of potential conflicts of interest and role for the assigned task.

The inspectors to whom LSFire entrusts the evaluation activity may not be employees of LSFire, but this occurrence does not constitute subcontracting, as they operate under a specific mandate and on forms provided for by LSFire's management system.

The Client may decide to formally refuse the inspector appointed by LSFire if there are reasonable grounds, within three (3) days of the relevant communication. In this case, LSFire shall select another resource from its inspector pool.

In accordance with current legislation on workplace health and safety, the Client undertakes to provide LSFire with the necessary information regarding the specific work environment risks and the production in place, providing the necessary PPE to the personnel appointed by LSFire.

The assessment includes an on-site visit, during which the inspectors shall verify the procedures and operating instructions that the Client has implemented to meet the requirements (e.g. management system, FPC assessment, quality characteristics verification during cable production, cable and component management control, traceability analysis, etc.).

Once the evaluation activity has been completed, LSFire will issue a summary document on the activity conducted in which, if found, two types of findings shall be reported:

- **Observation** (hereinafter "OSS"), a minor incident, which highlights that a requirement is not fully met, although it does not severely or immediately affect the conformity of the product or FPC under consideration. This type of incident, therefore, does not affect the certification process, and evidence of resolution within 6 months is required;
- **Non-conformity** (hereinafter "NC"), a more severe incident, indicating that the system in question does not comply with a mandatory requirement and that this non-compliance compromises or could significantly compromise the conformity of the product or FPC in question. The resolution of this type of incident is a fundamental requirement for the continuation of the certification process, therefore the activity of LSFire shall remain suspended until it is passed. Evidence of resolution within 2 months is required.

At the end of the inspection visit, the Client signs the summary document containing the main details of the visit just conducted and the summary of the incidents that emerged. With reference to the latter, any objection must be submitted within three (3) days of the visit to ispezioni@lsfire.it.

SCHEME-REGULATION OF CERTIFICATION WITHIN CPR SCOPE

LSFire undertakes to provide the Client who has submitted an objection with the outcome of the relevant assessment, in terms of acceptance or rejection of the same, with related reasons.

If no objections are communicated within three (3) days of the visit, LSFire shall consider this document accepted.

The incident handling plan template is provided by LSFire. The corrections and corrective actions of the incidents found, regardless of their extent, must be communicated by the Client within the terms indicated by LSFire, i.e. within fifteen (15) days.

LSFire shall verify the handling proposals and notify the outcome to the Client, with the possibility of requesting the integration or modification of the corrections and/or corrective actions deemed unsuitable.

For incidents classified as "OSS", the verification of corrective actions may be conducted in the subsequent inspection visit provided for by LSFire.

Based on the incidents found, LSFire may also request further evaluation or partial evaluation to verify the effectiveness of the resolving actions ordered by the Client.

LSFire reserves the right to suspend the certification process if the resolution deadlines have not been met and/or the resolution adjustments implemented are not in line with what has been communicated in advance through the incident handling plan.

LSFire inspectors have the right to collect the Products for which the CPR Regulation establish specific control tests, from the Client's plants or warehouses.

The Client undertakes to enable LSFire to collect such samples.

Sampling activities will be carried out exclusively in person at the manufacturer's plants or warehouses.

For Products that are to be tested by ITT, two cases are distinguished:

- a) in case of a Product already in production, LSFire shall communicate the number and type of products and, in agreement with the Client, shall collect the number of samples of the Product that are necessary for the execution of the type tests;
- b) in case of a Product yet to be produced, the Client is required to provide the number of samples necessary for the execution of the type tests and for which the Client assumes responsibility for their conformity with the actual production.

The Client undertakes to deliver the samples collected to LSFire within 30 days from the date of collection, taking all precautions to ensure that they arrive at their destination in good condition and suitable for the requested use.

The tests aimed at assessing compliance with the requirements of the harmonised reference standards (initial type tests) cannot begin until all the findings classified as non-conformities have been resolved by the Client, without any exception.

7.3.2 Initial Type Testing (ITT)

LSFire carries out the appropriate ITT tests on the samples supplied, in accordance with the harmonised standards of reference.

If the result of the ITT tests leads to a final classification that is not in line with the initial goal (class obtained is lower than the goal class), LSFire informs the Client by email of what has been found. The Client has the right to request LSFire to carry out a new cycle of tests on a new prototype or on a different production batch, provided that the characteristics of the product being evaluated remain unchanged; in this case, it will be necessary to repeat the sampling operations as described in § 7.3.1. On the other hand, if the product is altered, it will be necessary to repeat the entire certification process, including the initial assessment phase (§ 7.2).

The Client also has the right to accept the result obtained, but not to review the activity of LSFire, if it has been conducted in accordance with this Regulation.

It is possible to request the early interruption of the sequence of laboratory tests if in the early stages of testing it is evident that the performance of the product is not as expected and communicated in advance during the certification application phase. In this case, however, the fee due to LSFire will be equal to the value of all the services already provided as per the previously subscribed offer.

8. CERTIFICATE OF CONSTANCY OF PERFORMANCE

8.1 RESOLUTION AND ISSUANCE OF THE CERTIFICATE

LSFire proceeds with the resolution by reviewing all the information and results related to the evaluations conducted based on:

1. results of inspections;
2. results of product performance evaluations based on ITT tests;
3. other information relevant to the evaluation of the product.

Upon completion of all the required checks and formalities, LSFire shall supply a resolution notice to the Client.

Only upon positive outcome of the resolution, LSFire shall issue the Certificate, which will have a duration of 3 years from the relevant resolution.

Test Reports, Classification Reports and Certificates are made available to the Client by certified email from ufficiotecnico@pec.lsfire.it.

Once the certification process has been completed, LSFire updates the Certified Products Register, available to the public in PDF format on the LSFire website and whose electronic access is made available to the competent Authorities.

The Client may use the certificate issued by LSFire only within the scope of its application, i.e. without disseminating misleading information on the market.

8.2 CHANGES TO THE CERTIFICATE

8.2.1 Downgrading

The Client has the right to request LSFire to downgrade the class of its product, either at the same time as the Certificate phase of issue, or at a later time. In the latter case, any granting of the downgrade leads to a reissue of the Certificate, which will include the indication of the class resulting from the request for downgrading. The Client is therefore required to inform LSFire of the intention to proceed with the downgrading before implementing it.

8.2.2 Extension

If the Client needs to extend the Certificate already issued with elements that comply with the conditions of validity of the Certificate itself (for example, the extension of a family for the inclusion of new sections), this leads to a further analysis upon acceptance of a new offer, always according to the procedure indicated in this Regulation.

9. LSFIRE LOGO AND NOTIFIED BODY NUMBER

9.1 LSFIRE LOGO WITH THE LETTERING "BODY ACCREDITED BY ACCREDIA"

Along with the Certificate, LSFire also provides the AVCP 1+ certification mark, i.e. its logo accompanied by the lettering "Body accredited by ACCREDIA" that LSFire grants for use to its clients who hold product certifications and may be used in conjunction with the certification obtained in relation to the relevant harmonised standard.

The AVCP 1+ certification mark may only be used by the Client, limited to the products subject to certification, in the following cases:

- a) advertising brochures, standing displays, posters and exhibitions material;
- b) manufacturer's website;
- c) company presentations.

Any other use of the AVCP 1+ certification mark other than that listed above must be agreed in advance with LSFire.

LSFire may request the Client verification of the correct use of the certification mark at any time.

The Client is required to report to LSFire any misuse or abuse of the certification mark or logo of which they become aware.

9.2 NOTIFIED BODY NUMBER

As a Notified Body, LSFire is identified with the body number 2479, which can be found in the online system NANDO (*New Approach Notified and Designated Organizations*) of the European Commission.

The identification number of the body is to be used next to the CE marking and on the declaration of performance of the product, as required by Regulation (EU) 2024/3110 of 27 November 2024.

During surveillance inspections at the manufacturer's premises (§ 11.1), LSFire reserves the right to verify the correct use of its identification number.

10. SUBCONTRACTING

Should it be necessary to subcontract specific activities related to third-party tasks in the process of evaluating and verifying the constancy of performance, LSFire ensures that the subcontractor complies with the requirements of Article 43 of EU Reg. 305/2011 and undertakes to verify that it meets the requirements of international standards:

- ISO/IEC 17020 for inspection activities;
- ISO/IEC 17021 for management system audits;
- ISO/IEC 17025 for testing.

In addition, LSFire will verify that the service is conducted in total impartiality.

The subcontracting agreement must be formalized by a binding contract between the Parties.

Before subcontracting any activity, LSFire must seek and obtain the Client's consent.

11. CONTINUOUS SURVEILLANCE OF PRODUCTION

11.1 SURVEILLANCE INSPECTIONS

LSFire shall carry out surveillance inspections twice a year to ensure the maintenance of the effectiveness of the FPC system applied and to identify any changes/variations to the production process introduced by the Client in order to maintain the conditions of compliance provided for in the certification scheme referred to in this Regulation.

LSFire reserves the right to carry out additional visits if it deems it necessary, informing the Client in advance. The costs for this activity are covered by the Client, subject to acceptance of the relevant offer from LSFire.

If the offer is not accepted, the Client will face a sanction, as per paragraph 14.2.

At the conclusion of the surveillance, a summary of any findings that may have arisen shall be issued.

The handling of findings and the procedure for reporting the outcome of the continuous surveillance shall be the same as those described for the first inspection phase.

11.2 MAINTENANCE TESTS

The initial performance of the product must be confirmed by carrying out maintenance tests at least once every 12 months from the date of issuance of the certificate.

The Client has the right to conduct the aforementioned tests at other laboratories as long as they are accredited for the specific tests required by the certification scheme according to ISO/IEC 17025 standard, informing LSFire in advance.

LSFire must receive the reports of the tests one (1) month before the last day of the year in question. The relevant document review will be subject to specific evaluation with the issuance of the detailed financial offer. In the absence of formal acceptance of the offer, LSFire will not proceed with the planned activities and the maintenance of the constancy of performance will therefore be deemed to not have been met.

Should the validity terms be exceeded, LSFire shall proceed with the suspension as described in paragraph 14.2.1.

12. CERTIFICATION RENEWAL

12.1 THREE-YEAR RENEWAL APPLICATION

The rules for submitting and handling the three-year renewal application are the same as those described in § 7.2.

12.2 INSPECTION AND SAMPLING

The rules for carrying out the inspection activity and for sampling are the same as those described in § 7.3.1.

In order to ensure that the three-year renewal procedure is handled with sufficient leeway and correctly finalised before the certificate's actual expiry date, it is specified that the samples must be received by LSFire at least 4 months before that date, following the submission of the relevant documentation to LSFire as indicated in § 12.2. The official collection of samples to be tested will be planned accordingly.

If the three-year renewal procedure cannot be completed by the expiry date of the certificate, LSFire reserves the right to assess whether it would be possible to maintain its validity until the conclusion of the process, after informing the Client via certified email.

12.3 THREE-YEAR RENEWAL TESTS

The control tests will be conducted in accordance with the requirements of the relevant harmonised standards.

During the tests, should the Product not confirm the performance indicated in the Certificate, LSFire shall immediately suspend the Certificate and require the Client:

- to identify the reasons why the product is failing to maintain the performance obtained with the ITT tests;
- to describe exhaustively the corrective actions it intends to implement and the timing of their implementation to resolve the causes.

The result of this analysis must reach LSFire by certified email within a time frame of no more than 30 calendar days from the delivery date of the communication via certified email on the suspension of the certificate. However, in situations deemed to be of particular gravity or urgency, LSFire has the right to request the above with shorter time frame depending on the case in question. Should this happen, it will be explicitly stated by LSFire in the resolution communication sent to the client by certified email from div-cert@pec.lsfire.it.

LSFire, subsequently, shall assess that:

- the identified causes of the product's negative performance are precise and valid;
- the extent of the corrective actions is commensurate with the problems identified.

Only after the successful demonstration of the implementation of the aforementioned actions, LSFire shall repeat the sampling process and grant the repetition of the planned test process.

The costs of the activity described above are covered in full by the Client, subject to acceptance of the LSFire offer. If the offer is not accepted, LSFire will not continue with the planned activities.

Should the samples be non-compliant again, LSFire will revoke the Certificate of Constancy of Performance, as described in § 14.4.

13. CHANGES TO THE CERTIFICATION PROCESSES

13.1 CHANGES TO THE REGULATION

If substantial changes are made to the CPR Regulation, to the relevant national legislation, to the relevant harmonised standards or to this Regulation, LSFire shall notify the Client by certified email from div-cert@pec.lsfire.it, stating the date of entry into force of the changes and any adjustments required, assuring the necessary time for their implementation and the consequent changes to its products and processes.

The Client must comply within the time limit that will be unquestionably stated by LSFire; non-acceptance must be communicated by certified email.

Failure to comply with the above may lead to the application of penalties, i.e. suspension or revocation of certification.

Any expenses necessary to carry out the required tasks will be covered by the Client according to LSFire's rates upon acceptance of the relevant offer.

13.2 CHANGES MADE BY THE CLIENT

The Client must inform LSFire in writing in advance of any substantial changes it intends to make to its products or to the related production system.

LSFire shall evaluate the data and communicate the outcome within 30 working days of the request.

The Client who does not accept the decisions of LSFire must necessarily renounce the proposed changes or certification. In this case, the Client is also entitled to file an appeal on the adverse decision, in accordance with LSFire's REG_RR Regulation for the handling of complaints and appeals available on the website www.lsfire.it.

13.3 CHANGES REQUESTED BY LSFIRE

If inconsistencies arise in the product information and/or data provided during the application phase, LSFire shall ask the Client to fill out a special form to communicate the correct information.

If the information communicated is not considered acceptable, as it may alter the design data for certification or affect the determination of product requirements, LSFire shall carry out further investigations.

14. WAIVER, SUSPENSION, REACTIVATION AND WITHDRAWAL OF CERTIFICATES

14.1 WAIVER

The Client may waive the product certification at any time by notifying the request in writing by certified email to div-cert@pec.lsfire.it.

Specifically, in the event of waiver of the surveillance inspection by LSFire, the Client must notify LSFire with at least two (2) months' notice.

Certification may be waived, for example:

- if manufacturing of certified products is discontinued;
- if the Client does not accept the new requirements originating from the changes made in this Regulation by LSFire;
- if the changes to the rates regarding the rights to maintain the certification are not accepted;
- if the Client does not accept LSFire's decisions regarding the changes to be made to its certified products or related production systems.

Along with the request to waive, the Client must provide an exhaustive list of the batches already produced and the relative quantities available in stock for the product subject to the request.

If deemed appropriate, LSFire reserves the right to carry out further investigations (e.g. carrying out an extraordinary inspection) as indicated in § 11.1.

Having taken note of the above, LSFire will officially notify the Client of the withdrawal of the certificate by certified email from div-cert@pec.lsfire.it. The waiver measure comes into force from the date of delivery of the communication via certified email. The surveillance activity for the Certificate subject to waiver is therefore considered to have been interrupted.

For the specific Certificate subject to waiver, the Client undertakes to:

- (a) cease using the CE marking accompanied by LSFire's identification number: NB2479;
- (b) cease using LSFire's AVCP 1+ certification mark for the product subject to waiver by removing the mark and any reference to the Certificate from the batches produced after the waiver, from the catalogues and from all documents associated with the product;
- (c) provide LSFire with an exhaustive list of the batches already produced and the relative quantities available in stock for the product subject to waiver;
- (d) settle the amount due to LSFire.

In compliance with the provisions of Regulation (EU) No. 305/2011 and Legislative Decree No. 106 of 16/06/2017, LSFire shall also inform the competent Administrations and the Notifying Authority of the change in status of the certificate subject to the waiver request.

14.2 SUSPENSION

14.2.1 Suspension of the Certificate by LSFire

For reasons deemed serious and formalized in writing to the Client, LSFire has the right to suspend the certification granted partially or in full and for a period of up to 6 months. By way of example, suspension may be applied in the following cases:

- The surveillance inspections have highlighted significant flaws, in relation to the requirements set out in the specific certification scheme, which are not of such severity as to lead to the certification waiver, but whose non-conformities require intervention times of more than 2 months;
- The performance of the product is not confirmed by maintenance tests within the time limits indicated in the specific certification scheme;
- The Certificate was voluntarily suspended, but the tests on the product for its reactivation (in cases where LSFire so provides) did not confirm the constancy of the performance;
- The Client does not comply with the requirements for the implementation of corrective actions;
- The Client does not remedy the misuse of the Certificate and/or Mark to LSFire's satisfaction;
- The Client violates the requirements of the Regulation;
- The Client makes significant changes to the products/systems without due notice to LSFire or without approval from the latter;
- The Client does not adapt its products/systems to new instructions;
- The Client does not settle the amount required for the activities conducted.

In case of suspension, LSFire shall notify the Client by certified email from div-cert@pec.lsfire.it, which will also contain the conditions approved by LSFire for the reinstatement of the Certificate. The suspension measure comes into force from the date of delivery of the communication via certified email.

LSFire will stop surveillance activity on the specific certificate subject to suspension.

In compliance with the provisions of Regulation (EU) No. 305/2011 and Legislative Decree No. 106 of 16/06/2017, LSFire shall also inform the competent Administrations and the Notifying Authority of the change in status of the certificate subject to the suspension measure.

LSFire is also required to provide other notified bodies according to EU 305/2011 with relevant information on issues relating to negative results (Article 53, § 2).

Until the Certificate subject to suspension is reinstated, the Client undertakes:

- (a) to cease using the CE marking accompanied by LSFire's identification number: NB 2479;
- (b) to cease using LSFire's AVCP 1+ certification mark;
- (c) not to place the product subject to suspension on the market, in case of non-compliant product.

14.2.2 Voluntary suspension of the Certificate

The Client has the right to request the suspension of its Certificate for a period not exceeding twelve (12) months within the three-year validity period of the same, provided that the Certificate subject to the suspension request is in compliance with the deadlines set out in the certification scheme (annual maintenance and three-year renewals).

The reasons and duration associated with the voluntary suspension request are assessed by LSFire, which may edit and/or add the conditions and times envisaged for the restoration of compliance, conducting the necessary investigations to this end.

LSFire shall officially inform the Client of the acceptance of the voluntary suspension request of the certificate and any related conditions by certified email from div-cert@pec.lsfire.it. The voluntary suspension measure comes into force from the date of delivery of the communication via certified email.

In compliance with the provisions of Regulation (EU) No. 305/2011 and Legislative Decree No. 106 of 16/06/2017, LSFIRE shall also inform the competent Administrations and the Notifying Authority of the change in status of the certificate subject to the voluntary suspension request.

If the certificate was voluntarily suspended, but the tests on the product for its reactivation (in cases where LSFIRE so provides) have not confirmed the constancy of performance, the reactivation will be rejected and the product subject to certification cannot be re-placed on the market until it has been regularly restored. The certificate will therefore be treated as a LSFIRE suspension, which is ordered by § 14.2.1 of this Regulation.

14.3 REACTIVATION

The reactivation of the Certificate is preceded by the evaluation and decision processes necessary to confirm the resolution of the suspension.

In cases of suspension imposed by the Body for failed maintenance tests after the expiry of the Certificate annual validity period, in addition to acquiring the results of the repeated tests, LSFIRE shall verify the effective implementation of what has already been required in the suspension notice.

However, reactivation is subject to two necessary conditions:

- During the suspension period, if the expiry date of the maintenance has been exceeded, the reactivation also implies the execution of the maintenance tests, which must confirm the initial performance of the product;
- During the period of suspension, if the expiry date of maintenance has not been exceeded, it will be sufficient to implement the requirements set out by LSFIRE for reactivation.

If the evaluation of the reactivation request is successful, LSFIRE shall officially notify the Client of the reactivation of the certificate by certified email from div-cert@pec.lsfire.it. The certificate is deemed reactivated from the date of delivery of the communication via certified email.

Once the conditions of reactivation have been confirmed, LSFIRE shall inform the competent Administrations and the Notifying Authority of the reactivation of the certification, in compliance with the provisions of Regulation (EU) No. 305/2011 and Legislative Decree No. 106 of 16/06/2017.

14.4 WITHDRAWAL

For particularly serious reasons, LSFIRE has the right to withdraw the certification without necessarily activating the suspension procedure.

These particularly serious conditions include, but are not limited to:

- failure to remedy the causes that led to taking measures of minor penalty (suspension) and failure to comply with the related obligations;
- violation of requirements of certification standards/requirements of this Regulation;
- cases where the Client does not allow LSFIRE to conduct inspections and the collection of samples to be tested (where applicable);
- cases where the Client does not fulfil the contractual obligations assumed with LSFIRE, despite repeated reminders;
- cases where the Client refuses to comply with the new requirements due to changes to the LSFIRE certification scheme referred to in this Regulation;
- serious irregularities or misuses in the use of the AVCP 1+ Certificates and/or Certification Mark.

The withdrawal of the Certificate with the relating reason is notified to the Client by means of communication of resolution. The communication is sent by LSFIRE by certified email from div-cert@pec.lsfire.it; the withdrawal measure comes into force from the date of delivery of the communication via certified email.

LSFire in turn:

- (a) shall inform the competent Administrations and the Notifying Authority of the change in status of the certificate subject to the withdrawal measure in compliance with the provisions of Regulation (EU) No. 305/2011 and Legislative Decree No. 106 of 16/06/2017;
- (b) shall interrupt the surveillance activity on the specific certificate subject to withdrawal.

LSFire is also required to provide other notified bodies according to EU 305/2011 with relevant information on issues related to negative results (Article 53, § 2).

After the cancellation of the Certificate, should the Company continue to refer to it in any way, LSFire may take legal action; the competent court is that of the Court of Como (Tribunale di Como).

Following the withdrawal of the Certificate, the Client:

- (a) must provide LSFire with an exhaustive list of the batches already produced and the relative quantities available in stock for the product subject to the withdrawal measure; LSFire reserves the right, if deemed appropriate, to carry out further investigations (e.g. carrying out an extraordinary inspection) as indicated in § 11.1;
- (b) undertakes not to place the product subject to withdrawal on the market, in the event of a non-compliant product;
- (c) shall cease using the CE marking accompanied by the LSFire identification number: NB 2479 and displaying LSFire AVCP 1+ certification mark on the product subject to Certificate withdrawal and on all related documentation;
- (d) must settle the amount due to LSFire.

15. REBRANDING

Any rebranding requests shall be processed by LSFire in accordance with the provisions of the LSFire REG_RB Regulation specific to the handling of rebranding in the AVCP 1+ system, issued by the Body and available on request.

16. RATES

The rates for the evaluation activities referred to in this Regulation are indicated in the LSFire price list in effect at the time of subscription of the offer.

In the event of a change in the rates, it will be communicated in advance to the Client, who will have the right to renounce the service. In the absence of explicit communication within 10 days, the changes are considered accepted.

17. INDEMNITY

The issuance and maintenance of product certification do not constitute statement or guarantee by LSFire of compliance with legal obligations and mandatory requirements not covered by CPR Regulation, which remain responsibility of the Client.

The Client also undertakes to indemnify LSFire and its employees, auxiliaries and collaborators from any claim, action and/or third parties demand related to the performance of LSFire's activities under this Regulation.

18. COMPLAINTS AND APPEALS

The methods for submitting and consequently handling any complaint or appeal reported to LSFire are described in the Regulation for handling complaints and appeals (REG_RR), which can be freely downloaded from the Body's website in the "Certification" section.

19 COURT OF JURISDICTION

In the event of non-compliance with the obligations assumed under this Regulation, LSFire shall have the right to take legal action; the competent court of jurisdiction, without exception, is that of the *Tribunale di Como*.

The applicable law is that of the Italian State.

CLAUDIA MESSA
Sole Administrator

Date:
First and Last Name:

Stamp and legible signature for acceptance
(Legal Representative)

I hereby declare that I have read the general terms and conditions above, with particular attention to the conditions set out in points:

- 6. Client's commitments
- 7.2. Certification application and application review
- 7.3.1. First inspection and sampling
- 9. LSFire logo and Notified Body number
- 11.2. Maintenance tests
- 12.2. Inspection and sampling
- 12.3. Three-year renewal tests
- 14. Waiver, suspension, reactivation and withdrawal of certificates
- 17. Indemnity
- 18. Complaints and appeals
- 19. Court of jurisdiction

the clauses of which are considered accepted for all intents and purposes, and in particular pursuant to and for the purposes of art. 1341 and 1342 of the Civil Code.

Date:
First and Last Name:

Stamp and legible signature for acceptance
(Legal Representative)

I also declare that I have read the Regulation for handling of complaints and appeals (REG_RR), which can be freely downloaded from the Body's website in the "Certification" section.

Date:
First and Last Name:

Stamp and legible signature for acceptance
(Legal Representative)
