



## GENERAL CONTRACT CONDITIONS FOR TESTING ACTIVITY

The conditions inside this document are intended as an integration of those quoted in the rules or in other documents relevant to RINA certification quoted in contractual documents and completely known and accepted by the Customer and by the Test Laboratory of RINA Services S.p.A. (in the following named "Laboratory").

### 1. Customer

Legal entity, public or private, who requests Laboratory for carrying out laboratory activities as indicated in the reference offer.

### 2. Providing the test item

The test item and its documentation shall be provided by the Customer to the Laboratory according to the conditions described in the offer and further attached documents, relevant timing included.

The Customer is responsible for the sending of the test item and completely at his expense.

The Customer shall inform the Laboratory about particular conditions of samples that can influence the results of laboratory activities.

The Laboratory does not assume liability for possible delays in providing services due to lack and/or delayed delivery of the test items.

The Laboratory shall promptly advise the Customer where deviations from specified conditions in the provided item are found (e.g. test method, relevant documentation, lack of verifications, etc.).

When the Customer requires the item to be tested acknowledging a deviation from specified conditions, the Laboratory includes in the Test Report a disclaimer indicating which results may be affected by the deviation.

Data and information provided by the Customer and not verified by the Laboratory are clearly identified in the Test Report and when this information can affect the result validity, the Laboratory inserts in the Test Report a disclaimer in which it disclaims responsibility.

### 3. Storage of test items and possible counter-samples

The Laboratory assures the storage of test items and possible counter-samples according to the most adequate conditions in order to not alter their characteristics and on basis of what declared by the Customer. The storage period is that necessary for carrying out the laboratory activities, if not different stated in contract phase. At the end of this period, if not different stated in the contract phase, the test items and the counter-samples will be disposed according to the established procedures maintaining the level of confidentiality maintained as necessary. The disposal costs, if not already foreseen in the contract, will be charged to the Customer.

The following regulations provide further requirements for the storage of samples when they are applicable:

- NAS15 Reg-reaction Italian Ministry 2010
- NAS16 Reg-resistance Italian Ministry 2010
- AS4-ITA Life-saving equipment
- NCC23-ENG Type Approval non MED
- Rules for the Type Approval of Flexible Hoses and Expansion Joints ENG
- NCC58-Rules for the Type Approval of Mechanical Joints for Pipes ENG
- NCC68 Rules reaction to fire 2010 - 2015 ed



- NCC69 Rules resistance to fire 2010
- NCC76 Periodical checks of foaming liquids
- NCC94 Rules for the Type Approval of Adhesive Bonded Fasteners for the Installation of Equipment on Board Ships NCC94-E
- Marine Rule PartCChap01App03 Pipes in plastic - Rules for Type Approval of Plastic Pipes.

#### **4. Issue of Test Reports and other documentation**

The Laboratory is responsible of all the information provided in the Test Report, except when information is provided by the Customer. The Test Report and other issued documentation are in electronic format and digitally signed in double language Italian and English.

The Customer has also to inform the Laboratory about the need to receive Test Reports, technical report or any other document issued by the Laboratory about the activity carried out, in paper format or translated in other language. In such case translations and/or providing of documents in paper format could be have a further cost on basis of the content of the above-mentioned documents.

The accreditation of a test does not imply the product approval by RINA or by ACCREDIA. Statements provided by the Laboratory are exclusively based on the results of test item and these has not to be used as unique input for product certification (that needs indeed also further information).

Test Reports will be issued in one of a kind; possible duplicates shall be explicitly requested by the Customer in phase of order confirmation.

When tests laboratory are issued under accreditation, the value of uncertainty of measurement will be indicated in the Test Report if requested by the Customer.

The issue modalities of results are stated in the offer.

The Laboratory assures the confidentiality of the results of the laboratory activities and will not communicate to third parties the results themselves except when explicitly authorized by the Customer in writing.

The decision rule adopted by the Laboratory on results in presence of acceptance limits, if not otherwise established by the Customer or by law, is to compare these limits with the result or the average of results obtained without to include the contribution of measurement uncertainty.

#### **5. Maintaining of records of tests carried out**

The Laboratory is responsible of maintaining test reports for at least a period of 10 years.

#### **6. Terms of payment**

Services requested and accepted by the Customer, as defined in the offer, shall be fully paid within and not later than the limits stated in the offer. In case of delay in the payment, the Laboratory can suspend possible other services or the service itself when in progress, and to charge Customer for the default interests to the maximum extent of law, in addition to expenses for the instruction of the practice for debt collection.

#### **7. Privacy management**

The Laboratory is committed, relevant to the data of the Customer, to respect the regulation in force on the subject of privacy.

#### **8. Laboratory responsibility**

The Laboratory assures only the correctness of the results of the laboratory activities of the test item in the conditions in which it is when it is under test. In case of subcontracting of test, the laboratory maintains the



responsibility toward the Customer on the specific subcontracted activities and shall indicate such activities in the offer.

#### **9. Complaints**

Possible complaints from the Customer shall be notified to the Laboratory at the following e-mail address [laboratory@rina.org](mailto:laboratory@rina.org) and will be treated in compliance with what defined in the process of complaint management available in the web site [www.rina.org/en/business/certification/calata-gadda](http://www.rina.org/en/business/certification/calata-gadda) or provided on request.

#### **10. Jurisdiction**

Any dispute relevant to the application, execution or interpretation of this contract, is exclusively referred to Genoa forum.