

1. PURPOSE AND SCOPE

This Regulation defines the general practices adopted by SQS TECHNICAL SERVICE (hereinafter the Body) for the execution of inspection activities on vehicles and components in the Automotive sector, also with the objective of obtaining the Approval Certificate by the Authority.

This Regulation is available to Client in the latest updated version as attachment to the contract stipulated between the Parties, and available to download from the link www.sqs-ts.it.

This Regulation is an integral part of the contract signed with the Client.

This Regulation describes the responsibilities and commitments that the Client and the Body are mutually required to observe in order to carry out for the execution of the activities, according to the methods and timeframes described in the following paragraphs and in the contractual documents signed by the Parts.

2. REFERENCE DOCUMENTS

The Body operates in accordance with the following main regulatory and legislative references:

- ✓ EU Regulation 2018/858;
- ✓ Regulation (EU) No 168/2013;
- ✓ Regulation (EU) No 167/2013;
- ✓ 1958 Agreement (Rev. 3) of the Economic Commission for Europe of the United Nations (ECE)
- ✓ UNI CEI EN ISO/IEC 17000:2005 "Conformity assessment – vocabulary and general principles";
- ✓ ISO/IEC 17020:2012 "Requirements for the operation of various types of bodies performing inspections"
- ✓ ILAC P15:05/2020 "Application of ISO/IEC 17020:2012 for the Accreditation of Inspection Bodies"; ILAC P10:07/2020 "ILAC Policy on the Traceability of Measurement Results"
- ✓ RG-01-00 ACCREDIA "Regulations for the accreditation of Certification and Inspection Bodies - General Section"
- ✓ RG-01-04 ACCREDIA "Regulations for the accreditation of Inspection Bodies"
- ✓ Technical Regulations and provisions ACCREDIA applicable in schemes and sectors covered by accreditation
- ✓ Any requirements contained in the technical regulations, circulars or documents of the competent authorities

3. INDEPENDENCE, IMPARTIALITY AND CONFIDENTIALITY

The Body adopts the following policies and actions:

- a) undertakes to ensure that the access to its services is granted to all individuals without any distinction and without recognizing undue advantages deriving from membership in organizations, associations or from the possession of titles, qualifications and awards
- b) finances itself autonomously and has no financial exposures to individuals or organizations with direct and indirect interests in inspection activities
- c) bases its assessments on objective evaluation criteria and methods
- d) ensures that staff are not subject to pressure or involved in activities that may damage impartiality in the performance of their duties by requiring the signing of specific codes of ethics, which provide, among others, the obligation to notify any risk situations, even only potential ones
- e) ensures the protection, confidentiality and security of the Clients' data of which it comes into possession in compliance with current regulations on privacy; The Client explicitly approves that the information and acts relating to the performed activities are accessible to ACCREDIA for the inspection activities provided for by the reference Standards. Furthermore, the Client explicitly approves that the information and documents related to the activities carried out may be made accessible, if requested, to Market Surveillance and the Approval Authority. The Inspection Body shall provide only the information strictly necessary as requested by the Authorities and shall operate in compliance with applicable data protection regulations. Except in cases of legal obligation or an Authority order that prevents disclosure, the Client shall be informed of the request prior to the transmission of the data.
- f) ensures that all the inspection staff involved sign a non-disclosure commitment for all information and data obtained during the inspection activities
- g) periodically monitors the staff, in terms of the codes of ethics towards the applicants and any interested third parties

- h) publishes the regulations of the inspection schemes on its website

The Body carries out an analysis of potential threats to its impartiality and independence and constantly monitors their adequacy in order to consider the occurrence of possible new sources of risk and the determination of the related containment actions. Threats may arise from personal interests, intimidation, financial pressures that may give rise to conflicts of interest for the Body and for the personnel involved.

4. APPLICANT'S COMMITMENTS AND RESPONSIBILITIES

The Client undertakes to provide maximum collaboration to the representatives of the Body during all phases of the inspection activity by accepting all the requirements and provisions set out in this Regulation, committing himself to provide data and information requested by the subjects involved, which will guarantee the respect and confidentiality.

In addition, the Client undertakes to ensure the following:

- a) confirm in writing the acceptance of the submitted offer, which will constitute a contract and the acceptance of the inspection team (project manager, involved inspectors and laboratories; see point f below)
- b) prepare any permits and authorizations to allow safe access to the facilities to the staff appointed by the Body, even if assisted by ACCREDIA staff or the Entities in charge, or by INSPs in assistance or in training, or by other subject as an Observer
- c) provide all technical information and product to be inspected
- d) provide all the information on the possible risks of specific accidents existing and on the actions adopted to prevent them, in the work environments for which the Client is responsible
- e) report any changes or incorrect communications of the data provided, promptly informing the Body about any modification to the product.

Any failure by the Client to comply with the aforementioned commitments entitles the Body to charge the Client for the non-execution of the activity or increase the amounts compared to what was initially agreed in the offer.

Finally, the Client has the right to:

- a) participate in inspection activities with their own selected staff
- b) reject (refuse) all or part of the inspection team proposed by the Body, by written communication with justified reasons within 2 days of the communication of the Body directly into the offer or through the specific Inspection Plan (see § 7.1). It is not possible to reject any personnel present as "Observer" of the inspection team, consisting of officials of the Authority, of ACCREDIA or other inspection Bodies to which the Body submits, which will in any case be communicated, will not interact with the normal inspection activities and will guarantee the confidentiality of the information of which they will become aware
- c) contest the assessment of the Body following the performed inspection activity, by submitting a formal Complaint or Appeal according to the manner described in §§ 8.1 and 8.2 below

5. COMMITMENT AND RESPONSIBILITIES OF THE BODY

The Body undertakes to make available the necessary resources, to plan and carry out inspection activities according to the rules and regulations referred to in § 2, and in accordance with the requirements established in the contract.

In addition, the Body undertakes to ensure the following:

- a) guarantees adequate insurance coverage in relation to the risks that could arise to the Client from the management of inspection activities.
- b) is constantly committed to respecting the principles of impartiality, independence and confidentiality as described in § 3
- c) manages the company data of the Client subjected to inspection activities in accordance with company procedures and public reports, subject to authorization, for the purpose of use as references of the activities carried out by the Body
- d) undertakes to treat the products tested with care and attention, responding to any damage due to misconduct or negligence, it being understood that it will not be liable for any damage caused to products subjected to those tests, conducted according to the technical requirements provided for by Directives and Regulations, which provide for the resistance of these ones.

The Body cannot be held responsible for any non-compliance that may occur due to objectively unforeseeable circumstances at the time of confirmation of the assignment given to it by the Client for the execution of inspections.

The Body cannot be held responsible for any failures with the agreed deadlines if they are attributable to delays on the part of the Client, or for failure with the provisions of this Regulation.

The Body cannot be held responsible for any lack of recognition by third parties of the validity of the documentation and issued evaluation, and consequently will not respond for any claims for refund relating to this eventuality.

For the purpose of refund for any damage to the Client's products, the Body is responsible if damage has been caused by intent or negligence by the personnel involved in the inspection activities. The Client must notify within 5 days after the conclusion of the inspection activities, in writing and with the support of appropriate evidence, any damage for which the Body is held responsible.

Conversely, the Body will hold the Client responsible in the event that one or more laboratory instruments should remain damaged due to defectiveness or malfunction of the product, proceeding to notify the Client within 5 days after the conclusion of the inspection activities, in writing and with the support of appropriate evidence, of any damage for which the Client is held responsible.

Finally, the Body undertakes to inform the Client of any withdrawal, suspension or resignation of the recognitions obtained by the competent authorities, necessary for carrying out the inspection activities referred to in this Regulation. In the aforementioned cases, the client has the right to withdraw from the contract (see § 6.5) signed with the Body, which cannot be held responsible in any way for any non-compliance related to this eventuality.

6. CONTRACT MANAGEMENT

6.1. Request for Quotation

In order to access to the assessment services offered by the Body, the Client submits a request for an offer using the forms prepared by the Body, which can be sent on request.

In this phase, it is agreed with the Client the need to involve external testing laboratories, if the Client does

not have suitable test facilities for the requirements defined and approved by the Body.

6.2. Issuance of the Offer

The data provided by the Client through the Request for Quotation are verified in order to evaluate:

- ✓ whether the subject matter of the request falls within the scope of accreditation of the Body;
- ✓ whether the data entered are complete and sufficient to determine the type of service requested;
- ✓ the possible scheduling of activities (based on deadline and periodicity)
- ✓ the availability of qualified personnel to carry out the inspection;
- ✓ the determination of the amounts in relation to the price list applied by the Body to guarantee impartiality.

The drawn-up offer contains all the data that the Client has provided to the Body through his request, all the conditions of provision of the service and the reference to the contents of this Regulation.

The Offer could immediately contain the proposal of an inspection team: project manager, inspectors and laboratories involved.

The Offer is signed by the Project manager and countersigned by the Sales Manager to be sent definitively to the Client.

6.3. Order and Review of the Contract

The subscription with stamp and signature by the Customer constitutes an order and contract for the proposed activities, as well as certification of veracity and correspondence of the data reported in it with those relating to the request addressed to the Body. It also constitutes a commitment to respect the economic conditions, the methods of payment, the methods of carrying out the inspection activities and any further contractual commitment of which this Regulation is an integral part.

In the event that one or more clauses of this Regulation are derogated from particular contractual conditions, the remaining clauses contained in this document remain valid.

The Client may alternatively send a purchase order in its own format, reporting the offer protocol issued by the Body.

Upon receipt of the contract, the Body verifies that there have been no changes on the conditions or data included in the document and that any further information requested has been provided. In the event of changes to the proposed conditions, the Body will proceed to contact the Client for the verification of all the necessary additions and the provision of all the appropriate changes to the data before the start of the activities. Any gap in the information provided by the Client will be rectified by contacting the Client directly as well as the production of updated offers following the changes made after the review of the contractual document.

6.4. Contract Term

The validity of the contract, starting from the acceptance of the offer or the issuance of a purchase order by the Client, is defined within the contract itself.

6.5. Withdrawal of the Contract

The Client has the possibility to withdraw from the contract with the Body before the expiry date without penalty only if the Body loses the necessary qualifications to carry out the inspection activity in accordance with this Regulation.

In all other cases, the client must give written notice by registered letter with return receipt or certified e-mail to the e-mail address of the project reference contact, justifying the reasons.

The Body examines the request and undertakes to provide a written response by registered letter with return receipt or certified e-mail within 3 months from the date of receipt of the communication.

Except in the case in which the withdrawal occurs due to loss of the Body's qualifications, the withdrawal before the deadline entails the obligation for the Client to pay an amount proportional to the activities carried out and reported by the Body, in addition to any costs incurred (e.g. costs for external laboratory), and in any case not less than 50% of the entire amount agreed by the contract.

7. INSPECTION MANAGEMENT

7.1. Planning of Inspection Activities

The Body identifies the inspectors, according to the necessary qualifications and workloads, and the external laboratories that may be necessary, qualified for the specific types of tests.

The above information may already be present at the offer stage or indeed communicated through a specific Inspection Plan.

The inspection date(s) are agreed with the applicant and confirmed through direct communications via e-mail and/or formalized through the aforementioned Inspection Plan.

After 2 days from the receipt of the assignment or the sending of the Inspection Plan, the Body proceeds with the assignments to the inspectors and laboratories, which at the same time confirm the commitment to the principles of Impartiality, Independence and Confidentiality.

Before carrying out inspection activities, the inspector shall verify that all necessary safety measures have been adopted to prevent injuries to himself/herself.

The Technical Service ensures that such measures are defined and communicated to the inspectors.

7.2. Items to be provide for smooth execution of the inspection service

The Client ensures that the equipment must be delivered in a "ready-to-use" condition, together with all components and/or configurations necessary for its operation and implementation, as well as all documentation required to ensure the proper execution of the service, such as, where applicable:

Product information documents

Drawings

User and installation manual / technical data sheet

CSMS or SUMS (applicable only for ECE R155, R156)

7.3. Execution of the Inspection Activity

The first phase of the inspection consists in the verification by the INSP of all the data provided by the Client in order to correctly identify the product to be inspected. Should any differences emerge between the data provided and those found in the field, the INSP informs the Coordinator of the Service for the appropriate checks before proceeding to start the inspection.

The activity include:

- ✓ examination of the technical documentation relating to the products to be verified, which must be made available to the INSP. The technical documentation that the company must

- be made available is different depending on the type of product and inspection to be conducted;
- ✓ verification of the suitability of the test conditions to be performed by the Laboratory;
 - ✓ assistance during the execution of the test
 - ✓ preparation of the inspection checklist and the inspection report

The sampling of the product to be inspected is the responsibility of the Client, unless otherwise defined by the standard.

The transport and identification of the product to be inspected in the Laboratories is the responsibility of the Client, unless otherwise agreed during the offer stage.

At the end of the inspection, the INSP will draw up the inspection report to be transmitted to Body for review by the qualified personnel.

The inspection process is finalized to assess the conformity of the data detected during the test activities on the Client's products to the ranges defined in the Directives and Regulations and other applicable technical documents. Consequently, the Body, through the inspection and review of the related report, issues a "Conformity Assessment" or a "Non-Conformity Assessment" of the vehicle or component of the Client to the aforementioned technical references.

In the case of the final objective of obtaining European type-approval certification, the aforementioned assessments issued by the Body constitute only a recommendation to the Authority for the issue of the homologation, which is the only body authorized to issue the European type-approval certificate for a vehicle or component.

Especially for inspection against ECE R155 and R156 (Cyber Security), following requirements will be fulfilled.

Furthermore the above mentioned activities, inspection requires in advance:

- ✓ evaluation (by client premise or through documents assessment by remote) of Cybersecurity Management System (CSMS) or of Software Updates Management System (SUMS) defined by Manufacturer

The aforementioned phase must necessarily be passed (positive evaluation) in order to proceed with other inspection phases.

7.4. Execution of the Inspection Activity

During the service, when a non-conformity is identified or a lack of evidence of compliance is confirmed, the Body informs the Client of any technical issues encountered. If the Client believes that the issues can be resolved within 30 days, the order will remain on hold. Otherwise, the order will be closed and invoiced proportionally to the services provided.

If necessary, an additional quotation corresponding to the supplementary services to be performed will be sent to the Client.

7.5. Sample management

At the time of sample submission, the Client is responsible for ensuring the traceability of the test item. At the end of the service, in the absence of specific instructions from you, the return of the samples will be managed by the Client at their own expense.

The tests performed may be destructive, and the Body shall not be held liable for any damage to the tested samples.

In the case of bulky and/or complex products, it is the Client's responsibility to carry out the installation of the product in the presence of the Body's representative in charge of the inspection.

If the Type Approval service is also requested in addition to the inspection activity, any sample retention requirements set by the applicable regulation shall prevail over what is defined by the Client.

7.6. Deliverables

Delivery documents will be provided exclusively in electronic format and signed.

At the beginning of the service, the Client provides all the information to be included in the report (product, model, brand, etc.). At the end of the activity, the report may be sent to you for review and validation.

In the absence of any comments or feedback from you within five working days, the final report will be issued as is.

If the Type Approval service is also requested in addition to the inspection activity, the following conditions shall apply:

The reports will be sent together with the Type Approval certificate upon completion of the process.

8. COMPLAINTS AND APPEALS

The procedures for submitting a complaint and/or an appeal, and for their consequent management by the Body, are described below.

The Client must contact the Body at the e-mail address of the project referent known since the commercial phase to obtain direct information on how to proceed, or directly download the form from IB website ww.sqs-ts.it.

Mod 41 – Claim_Complaint Form will be submitted to the Client, or it is possible to download the form from IB website ww.sqs-ts.it, to be completed and sent back to the project referent; subsequently the different modalities are managed by the Body as follows.

The 2 different cases are identified as follows.

Complaint: manifestation of dissatisfaction, detailed and justified, relating to the service provided by the Body

Appeal: request for reconsideration by the Body of one or more decisions concerning the outcome or content of the inspection activities.

8.1. Complaint Management

The Client may submit a complaint regarding the activities carried out by the Body, which analyses the content of the complaint to confirm its validity and possible identification of the actions necessary for the management and resolution of the complaint in accordance with the internal adopted procedures. The Body always provides a written and reasoned response to complaints received within 15 working days of receipt, whether these are unfounded or well-founded. In the latter case, the Body submits to the Client the defined resolutive actions. The Body does not take into account complaints submitted anonymously.

The complaint is managed by internal personnel, not involved in the specific inspection project.

If the Client is not satisfied with the Body's response to the complaint sent, it may reiterate the process.

8.2. Appeal Management

If the Client is not satisfied with the assessment expressed by the Body as a result of the inspection activities, he can proceed to formalize an appeal against the Body. The appeal must be submitted in written format, with registered letter or certified e-mail to the address sqssrl@legalmail.it, using the Mod 40 which can be downloaded from the company website www.sqs-ts.it or by other means, within fifteen (15) working days from the notification of the decision against which it is appealed and following the same procedures described above. In any case detailing the motivations of that and the evidence necessary to support his/her own thesis.

In this case, the Body will charge a commission for the management of the appeal.

The Commission shall be composed according to the following criteria:

- ✓ members must not have been directly involved in the inspection process;
- ✓ members must be competent in the field of inspections of vehicles and components in the automotive sector in such a way as to be able to assess the contents of the inspection report issued by the Body;
- ✓ members must be independent of the Body and such that they cannot be influenced or subjected to pressures that could influence the assessment of the matter under appeal.

Within the fifteen (15) working days following receipt of the appeal, the Body communicates by registered letter with return receipt or certified e-mail the transposition of the appeal and the names of the persons to whom the management and resolution of the appeal is entrusted. The transposition and management of the appeal do not suspend the validity of the decisions taken by the Body until the conclusion of the relevant negotiation.

At the end of the appeal management process, the Client must receive a response with the description of the corrective action taken by the Body or with the analysis of any unfoundedness of the submitted appeal.

If the Client is not satisfied with the resolution of the appeal or complaint, he may refer to a dispute with the Body.

9. USE OF THE BODY LOGO AND ACCREDIA LOGO

Under no circumstances the Client is allowed to use the body's logo and/or the ACCREDIA logo separately from the inspection report/certificate issued and for purposes other than providing evidence about the inspected product.

The Body will use the ACCREDIA logo in its all inspection reports/certificates issued to the client for activities under accreditation, thus excluding the use of the ACCREDIA logo on inspection reports for non-accreditation activities.

ACCREDIA logo is used according to requirements in ACCREDIA Regulation RG 09 – Regulation for use of ACCREDIA logo and mark.


10. LITIGATION

For any litigation that may arise between the Parts regarding the interpretation, implementation, execution, validity and effectiveness of the Regulations of the Inspection Body, the Court of Lecco is exclusively competent.

11. FORCE MAJEURE

SQS shall be exempt from the obligations of this Regulation and shall not be held responsible in any way, in the event of unforeseeable circumstances, for not being able to fulfil its commitments.

SQS CEO
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Signed: 
Milano, 13/04/2026