LPM/DOC.00.007
Rev. 9 of 27.10.2023

RULES FOR THE ASSESSMENT AND VERIFICATION OF CONSTANCY OF PERFORMANCE OF CONSTRUCTION PRODUCTS AS PER REGULATION (EU) No 305/2011

LIST OF REVISIONS		
Rev.	**Date**	**Changes**
6	30/03/2022	§1 added reference to impartiality and possibility of participation in audits of the relevant Authority/Accreditation Body observers §2 tasks in AVCP systems in case of EAD; §3 references added; §5.3 specification on sampling and on use of external labs; §5.4 c) specification on corrective actions submission deadline in case of initial inspection at the factory; §5.11 transfer of the Certificate; § 5.12 Specification on the distinction between complaints and appeals; added §6.2 Use of LPM logo; §9.1-§9.2 added reference to Politecnico di Milano Ethical Code. Corrections/clarifications and editorial changes.
7	23/06/2022	Transposition of Accredia finding: §7 communication to customers of changes to the Rules
8	17/11/2022	Transposition of remark no. 4 Accredia DC: §§ 5.9,5.10 communication to other NBs about suspension/withdrawal/reactivation of certificates; § 5.11 verification on withdrawal of previous certificate in case of request for transfer of certificate from other NB; § 9.2 communication to customers in case of need for disclosure of confidential information
9	27/10/2023	Transposition of Accredia findings and widespread amendments: § 5.2 a) case of Rebranding; § 5.3 actions following negative outcome of type tests; § 5.4 reasons for inspectors' recusal; §§ 5.4 e 5.6 specifications on the actions required from the manufacturer for the management of findings, changes to the timing provided for in some stages of certification and actions resulting from the relative non-compliance; § 5.7 actions following negative test results on samples taken at the factory (AVCP System 1+); § 5.9 case of Certificate restriction; § 6.4 communication of changes to the NB; § 7 communication of amendments to the Regulation without impact on the manufacturer ; § 9.2 addition to confidentiality clause.

QA Manager E. Pini	Head of LPM Service R. Minerva
VERIFIED	APPROVED

POLITECNICO
MILANO 1863

INDEX

POLITECNICO
MILANO 1863

1. SUBJECT MATTER AND SCOPE

This Regulation lays down the procedures whereby Politecnico di Milano's Materials Testing Laboratory (LPM), in its capacity as Notified Body – NB, carries out the assessment and verification of constancy of performance (AVCP) of construction products for purposes of CE marking.

In particular, this Regulation governs the relationship between the Laboratory (hereinafter referred to interchangeably as Lab, LPM, NB, Notified Body, Body) and the organizations (hereinafter referred to interchangeably as organization, customer, manufacturer) that intend affixing the CE marking onto their own construction products, by laying down the tasks and responsibilities of the LPM and the procedures which the manufacturer must comply with in order to apply for, obtain and maintain the certification.

This Regulation is vested with contractual value in the relationships between the Lab and the applicant Organization since date of acceptance of the AVCP offer.

Any activity of consultancy in the realization and preservation of constancy of performance of the product, or due compliance by the factory production control system, is excluded from the scope of the contract.

The Notified Body undertakes to notify the manufacturer of any activities that will be subcontracted and to request its consent.

LPM undertakes to operate in accordance with the applicable procedures, ensuring impartiality and independence during the entire certification process and receiving any reports by the applicant Organization about potential conflicts of interest that could question the validity and impartiality of the AVCP process.

The relevant Authority and/or the Accreditation Body may request, at the expense of LPM, the participation of their inspectors, as observers, in the audits carried out by the Notified Body at its customers premise, in order to ascertain that the assessment methods adopted by the Notified Body LPM comply with the reference standards and that the requirements underlying the authorization remain.

Observers' participation in the audits is previously agreed between LPM and the Organization. If the Organization does not grant its consent, LPM will not be able to proceed with the planned conformity assessment activities. Persistent non-compliance with this obligation, except for justified reasons, may result in the failure to issue or suspend or withdraw the certification.

Unless otherwise stated by the reference harmonized technical specification (harmonised standard or European Assessment Document) indicated by the Manufacturer in the application for certification, the controls provided for under the systems of the assessment and verification of the constancy of performance are carried out by the sampling method.

The Lab does not incur any obligation regarding either the positive outcome of the assessment and verification of constancy of performance or the issuing of the relevant certificate.

POLITECNICO
MILANO 1863

2. SCOPE OF THE NOTIFICATION

The list of construction products in respect of which the LPM is notified under number 1777 is available on the NANDO information system, managed by the European Commission (http://ec.europa.eu/growth/tools-databases/nando).
The tasks allocated to the manufacturer and to the Notified Body in the certification process are set out in the following table, as per attachment V of Regulation (EU) No 305/2011.

Systems for the Assessment and Verification of Constancy of performance

The manufacturer draws up the declaration of performance and defines the product-type in accordance with the assessments and verifications of constancy of performance carried out pursuant to the following systems:

AVCP System	Manufacturer's Tasks	NB's Tasks
1+	- Factory production control; - further testing of samples taken at the manufacturing plant by the manufacturer in accordance with the prescribed test plan.	In case of harmonized standard: - an assessment of the performance of the construction product carried out on the basis of testing (including sampling), calculation, tabulated values or descriptive documentation of the product; - initial inspection of the manufacturing plant and of factory production control; - continuing surveillance, assessment and evaluation of factory production control; - testing of samples taken by the notified product certification body at the manufacturing plant or at the manufacturer's storage facilities. In case of EAD: - initial inspection of the manufacturing plant and of factory production control; - continuing surveillance, assessment and evaluation of factory production control; - testing of samples taken by the notified product certification body at the manufacturing plant or at the manufacturer's storage facilities.

AVCP System	Manufacturer's Tasks	NB's Tasks
1	- Factory production control; - further testing of samples taken at the manufacturing plant by the manufacturer in accordance with the prescribed test plan.	In case of harmonized standard: - an assessment of the performance of the construction product carried out on the basis of testing (including sampling), calculation, tabulated values or descriptive documentation of the product; - initial inspection of the manufacturing plant and of factory production control; - continuing surveillance, assessment and evaluation of factory production control. In case of EAD: - initial inspection of the manufacturing plant and of factory production control; - continuing surveillance, assessment and evaluation of factory production control;
2+	In case of harmonized standard: - an assessment of the performance of the construction product on the basis of testing (including sampling), calculation, tabulated values or descriptive documentation of that product; - factory production control; - testing of samples taken at the manufacturing plant by the manufacturer in accordance with the prescribed test plan. In case of EAD: - factory production control; - testing of samples taken at the manufacturing plant by the manufacturer in accordance with the prescribed test plan.	- initial inspection of the manufacturing plant and of factory production control; - continuing surveillance, assessment and evaluation of factory production control.
3	Factory production control.	In case of harmonized standard: Assessment of the performance on the basis of testing (based on sampling carried out by the manufacturer), calculation, tabulated values or descriptive documentation of the construction product. In case of EAD: No tasks require the intervention of notified bodies

AVCP System	Manufacturer's Tasks	NB's Tasks
4	- an assessment of the performance of the construction product on the basis of testing, calculation, tabulated values or descriptive documentation of that product; - factory production control. In case of EAD: - factory production control	No tasks require the intervention of notified bodies

The Notified Body, based on the outcome of the assessments and verifications carried out above, decides on the issuing, limitation, suspension or withdrawal of the **certificate of constancy of performance of the product in respect of systems 1+ and 1** and the **certificate of conformity of the factory production control in respect of system 2+**.

3. REFERENCES

- 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 constancy of performance of construction products.
- Commission Delegated Regulation (EU) No 574/2014 of 21 February 2014 amending Annex III to Regulation (EU) No 305/2011 of the European Parliament and of the Council on the model to be used for drawing up a declaration of performance on construction products.
- Legislative Decree No 106 of 16 June 2017, Adaptation of national legislation to the provisions of Regulation (EU) No 305/2011 laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC.
- Legislative Decree No 81 of 9 April 2008, Consolidated Text on workplace health and safety.
- EN ISO 17025 "General Requirements on the competence of testing and calibration laboratories".
- EN ISO/IEC 17065 "Conformity assessment —Requirements for bodies certifying products, processes and services".
- EA-2/17 M:2020 Document on accreditation for Notification Purposes
- LPM's Regulation.
- LPM's Price List in force.

If not specified, current edition/revision of the aforementioned references is intended.

4. DEFINITIONS AND ABBREVIATIONS

The following abbreviations shall apply:

- AC = Corrective Action;
- AVI = Auditor;
- CC = Certification Committee;
- CPR = Construction Product Regulation (Regulation (EU) No 305/2011 on construction products);
- FPC = Factory Production Control;
- GVI = Audit Team;
- LPM = Materials Testing Laboratory;
- NB = Notified Body
- NC = Non-Conformity;
- PVI = Audit Plan;
- RGVI = Audit Team Responsible;
- RRC = Closing Meeting Report;
- RVI = Initial Audit Report;
- RVS = Surveillance Audit Report (ordinary or extraordinary);
- VI = Audit
- AVCP = Assessment and Verification of Constancy of Performance
- VS = Surveillance Audit;
- VSt = Extra Audit.

The following abbreviations shall apply:

- **notifying authority**: authority designated by the member state responsible for setting up and carrying out the necessary procedures for the assessment and notification of the bodies to be authorised to carry out third-party tasks in the process of assessment and verification of constancy of performance for the purposes of Regulation (EU) No 305/2011, and for the monitoring of notified bodies. In the specific instance of the LPM, the notifying authority is the Servizio Tecnico Centrale (STC) of Consiglio Superiore dei Lavori Pubblici;
- **outsourcer**: organization that carries out part of the production process on behalf of the Manufacturer and pursuant to technical specifications supplied by him;
- **certificate**: certificate issued by the LPM in its capacity as notified body in terms of Regulation (EU) No 305/2011 pursuant to the activities of assessment and verification of constancy of performance as regards the construction product. Depending on the AVCP system laid down in the harmonized technical specification on the basis of the intended use of the construction product, the reference is either to the Certificate of constancy of performance of the product (system 1+ and 1) or the certificate of due compliance by the factory production control (system 2+);
- **audit**: systematic, independent and documented process for obtaining audit evidence and evaluating objectively the factory production control resolved upon and implemented by the manufacturer, with a view to establishing the

extent to which the reference criteria laid down in the corresponding harmonized technical specification have been met;

- **Major Non-Conformity (I Category Non-Conformity)**: NC that undermines the effectiveness of the factory production control in such a manner as to be unable to ensure the constancy of performance of the manufactured product, with the resultant risk that products with performances of their essential characteristics out of line with what has been attested by the manufacturer in the declaration of performance might be placed on the market. If not properly managed, this kind of NC might entail the suspension of the certification and the repetition, wholly or partly, of the audit prior to its reactivation; such a repetition, that, in the Certification Committee's view, might be carried out at the factory and/or be a document review, must take place within 6 (six) months from the date of notification of the certification suspension.
  In case the said deadline is not abided by and/or the Major Non-Conformity is not shown to have been effectively resolved through an appropriate corrective action, the certification might be withdrawn (§ 5.9);
- **Minor Non-conformity** (**II Category Non-Conformity)**: Non-Conformity that does not entail an immediate risk to the effective operation of the factory production control as regards its capacity to ensure the constancy of performance of the manufactured product, so long as it tackled through an appropriate corrective action within a scheduled period of time (proportional to the seriousness of the NC).
  In the event that such deadline is not abided by, or the Minor NC has not been effectively resolved, it might be re-submitted as such or formulated as a Major Non-Conformity, as per the opinion of the Audit Team (GVI);
- **Remark**: Suggestion for improvement of the manufacturer's operating procedures and/or documentation system, or potential NC which does not entail an immediate risk to the effectiveness of the factory production control but which might reduce its effectiveness in case no appropriate and timely correction/corrective action/preventive action is embarked upon. Unless adequately dealt with, the remark might be re-submitted as such or formulated as a Minor Non-Conformity, as per the opinion of the Audit Team. The remark might not be transposed, in which case the reasons must be recorded.

As regards any terminology used in this regulation that has not been defined above, reference should be made to the definitions set out in the documents referred to in § 3, especially to Regulation (EU) No 305/2011.

5. OPERATING PROCEDURES

5.1 *General flow*

The AVCP process regarding a construction product is structured around the under-mentioned phases.

5.2 Application / Planning

a) Manufacturer's application

The manufacturer that intends availing himself of the LPM for the purpose of the AVCP of a construction product, fills in the "Certification Application Form" (LPM.MOD/00.201), by means of which the manufacturer submits to the NB a formal application for certification.

The manufacturer shall transmit to the e-mail reported in the Application itself the Certification Application Form, with the attached documents therein requested, thus providing all the elements necessary to the execution of the feasibility analysis by the Lab.

If the manufacturer applying for certification is not the physical producer of the product, but he intends to place a construction product on the market under his own name or trademark without changing it, a case of rebranding arises. This situation shall be highlighted within the Application form; the LPM will then provide indications to the rebranding manufacturer regarding the procedure to be followed and the documentation to be submitted to finalize the Application, to supplement the provisions of this Regulation.

b) Feasibility analysis

Upon receipt of the application, and after having requested from the manufacturer any possible additions/corrections in the event of incompleteness/inaccuracy, the Lab carries out the feasibility analysis, so doing assessing the specifications set out in the Application itself and examining the extent of the intervention.
In the event that such specifications are compatible with the LPM's procedures, the costs and estimated time for the implementation of the AVCP activities and the issuing of the certificate are defined, regard being paid to the following elements at least:

- activities necessary to the assessment of performances of the product, including sampling criteria (definition of product families on the basis of its characteristics and definition of representative prototypes of each family), type testing, type calculations, tabulated values, assessment of the descriptive documentation of the product;
- commitment in days/men for the documentary analysis of the factory production control (Stage 1 of VI);
- commitment in days/men for the factory inspection, account being taken of any possible outsourcers as well (Stage 2 di VI);
- out-of-pocket expenses.

The above elements are established in relation to the numerosity and characteristics of products to be determined, the numerosity and dimensions of the manufacturer's production factory and possible outsourcers, and factors associated with the Audit logistics.

c) Offer / Order

Pursuant to the indications yielded by the preliminary phase and taking the price list into account, LPM draws up and sends to the customer the AVCP offer (or

contract proposal), identified with the internal protocol number of the Application and containing the requested activities, the general economic framework of the certification activities, the cost estimate, the billing and payment methods, as well as this Regulation, as integral part of the contract.
In the event that, at the request of the manufacturer and/or for technical, logistical and economic reasons, tests must be carried out at facilities outside the LPM test laboratory, for which the Laboratory itself has obtained the relevant approval by the Notifying Authority (see § 5.3), such a condition is set out in the AVCP offer.
In case of acceptance of the offer, the manufacturer submits to LPM, by e-mail, preferably certified, a copy of the offer signed by the organization's legal representative or a person duly authorized to sign.
The issue of a possible purchase order by the manufacturer does not replace the acceptance of the AVCP offer or the conditions set out therein.
Signing the offer and sending it to the Lab amounts to a perfecting of the AVCP contract (or certification contract) as well as acceptance of the contents of this regulation, in addition to all the other documents listed in point d) of this paragraph.
Following the contract completion, LPM sends to the manufacturer the "Documentation of factory production control" form (LPM/MOD.00.202), which specifies the documents that the manufacturer shall transmit to the Notified Body to allow the analysis.
Upon signing the contract, the Manufacturer binds himself not to submit any additional Application for Certification of the same product and the same production factory to another Body until finalization of the certification procedure by the LPM or the submission of a negative view on issuing the certificate.
Upon receipt of the countersigned AVCP offer, the Lab verifies its adequacy and completeness.

d) Formalization of the contract

The AVCP contract between the LPM and the Organization consists of the following documents:

- the version in force of this Regulation;
- the Application for Certification (LPM.MOD/00.201) duly filled out and signed by the applicant Organization;
- the AVCP offer issued by the LPM duly countersigned by the applicant Organization;
- any other document which might prove necessary, as long as it expressly traceable to the offer formulated by the Lab in respect of that given product.

The contract includes:

- the assessment of the performances of the product pursuant to what is set out in the reference harmonized technical specification as regards systems 1 and 1+ only, along with the issue of the relative test report/s;
- the initial inspection of the production factory and of the factory production control;

- issuing the certificate (of constancy of performance or of conformity of the factory production control);
- continuing surveillance, assessment and evaluation of the factory production control;
- as regards system AVCP 1+ only, the control tests on samples taken by the NB at the production factory or at the manufacturer's warehouses.

For each of the activities above described, a specific economic offer, subject to acceptance by the manufacturer, will be issued.

e) Duration of the contract and withdrawal

Unless otherwise stipulated, the contract is agreed to be of indefinite duration, with effect from the date of subscription of the AVCP offer, subject to necessary tariff adjustments as a result of updates to the LPM's price list.

Each of the parties is entitled to withdraw from the contract upon at least three months' notice prior to the effective date of the withdrawal, to be notified by registered letter with proof of return or by certified e-mail.

Following notice of withdrawal, through the remaining validity of the contract, all the provisions of the contract itself that are instrumental to preserving conformity by the product with the reference legislation shall remain valid. That is especially true of the Lab's right to carry out verifications and obtain information whenever it has reason to believe that such conformity is lacking. Within the said period, moreover, the LPM shall be owed all the fees agreed upon for the activities undertaken until the effective date of withdrawal.

f) Planning

Pursuant the signing of the contract, the LPM plans, in agreement with the customer, the timeframe for carrying out the operational activities, by paying regard to the time windows for the activities of assessing performances of the product, when foreseen, and for the initial inspection of the factory and of the factory production control (stage 1 and stage 2 of the initial inspection).

5.3 Assessment of the performance of the construction product

All the performances of the product relating to the characteristics laid down in the reference harmonized technical specification shall be determined through tests, calculations, tabulated values or a descriptive documentation of the product. The testing methods, the number of samples and the assessment criteria are set out in the harmonized technical specifications applicable to the product in question.

Tests conducted earlier pursuant to the pertinent harmonized technical specification may be accepted (and thus not repeated) so long as they have been conducted in accordance with testing methods equally strict or stricter than state-of-the-art ones, under the same AVCP system, on the same product or on products with equivalent size, production technology and functionality in the NB's view.

For purposes of assessing the performances, products from the same manufacturer may be grouped in families, concerning which it may be assumed that the outcomes of the assessment relating to one or more characteristics carried out on one product

of the family are representative of the same characteristic(s) in respect of all the products belonging to that family, in the opinion of the NB.
Note: the products may be grouped under different families by taking different characteristics into account.
The assessment of performances of the product shall be carried out in respect of all the characteristics of the product itself as set out in the applicable harmonized technical specification and for which the manufacturer is called upon to declare their performance:

- when starting production on a new product or a new product version (unless it falls within a family the characteristics of which have already been assessed), or
- as a result of the introduction of a new production method (whenever such method might have an impact on the declared characteristics, in the opinion of the Lab's competent technical supervisor).

The assessment of performances of the product must be carried out in respect of all the specific characteristics of the product:

- as a result of a change in product design (e.g. project criteria or parameters), in raw materials or in the suppliers of parts, or in the production method, that might significantly affect one or more characteristics.

Within the AVCP systems 1 and 1+, product sampling is carried out by the Notified Body, under its own responsibility. At the end of the sampling, a special report, signed by both the LPM inspector and the manufacturer's representative, is drawn up. Where possible, in relation to the logistical aspects and the planning of the activities of the NB, sampling is carried out concurrently with the execution of the initial and surveillance inspections. The sample can be delivered to the LPM or to the external laboratory that performs the tests directly by the auditor or sent by the manufacturer according to an appropriate packaging procedure.
Tests can be carried out at the manufacturer's test facilities or in a third-party laboratory, if requested by the Manufacturer, motivated by technical, economic or logistical reasons or if a test equipment not supplied by the LPM is required.
The use of these test facilities is not considered as a subcontract. Tests are carried out under the direction and responsibility of the LPM, which issues the related test reports.
The execution of the test activities in third party laboratories is considered as subcontracting when:
- tests are conducted without managing/supervision of all stages of the test activity by the personnel of the Notified Body;
- test reports are not drawn up by the NB.

LPM informs the Manufacturer in advance in case of subcontracting, communicating the name of the identified laboratory, and acquires the relative consent.
For all the above-described cases, the use of laboratories external to LPM takes place on condition that these laboratories are accredited according to the UNI CEI EN ISO/IEC 17025 standard or qualified by LPM for the specific certification tests

with an appropriate procedure, and subjected to prior communication and approval by the relevant national Authority.

Upon completion of the tests for the assessment of performance of construction product, the LPM Technical Product Manager or Test Manager shall assess the compliance of the results obtained with the requirements for the essential characteristics of the product, referred to in the harmonised technical specification. In the event of a negative result, it shall inform in writing the manufacturer, who may make available, within an agreed time limit, further specimens for re-sampling and retesting. The issue of the certificate of constancy of performance shall be subject to the positive outcome of the tests.

In the absence of feedback from the manufacturer within the defined time frame, LPM may decide to interrupt the assessment process and may deliberate the refusal of certification, requesting payment of the activity carried out up to that point.

In this situation, LPM communicates to the customer the reasons for the denial of the certification and also informs the Notifying Authority and the other Notified Bodies through the GNB-CPR (Group of Notified Bodies - CPR) network.

In the event of a positive outcome of the initial type tests, the LPM, based on the results thereof and of the relevant registrations, issues a test report setting out the elements prescribed in the applicable parts of the relevant harmonized technical specification.

The manufacturer may use materials or components whose characteristics have already been determined, on the base of assessment methods defined by harmonized technical specification, by the manufacturer of these materials or components. In this case, the corresponding characteristics do not require a new assessment; nonetheless, the characteristics of these materials or components shall be documented.

In case of construction products covered by European Technical Assessment (ETA), the NB only performs the verification of the constancy of the performance, being the assessment of the performance of the construction product already carried out by the TAB for the issuing of the ETA.

5.4 Initial inspection of the production plant and of the factory production control

The initial inspection is planned by the NB in agreement with the customer and covers all the production plants involved in the manufacturing of the product, whether they belong to the Manufacturer or to any of his outsourcers.

The initial inspection of the factory and of the factory production control must be carried out when the production process has been finalized and is operational in order to identify, examine and assess the method and tools used by the manufacturer in order to exercise the factory production control of its own construction products so as to ensure their constancy of performance.

The initial inspection is carried out by an audit team consisting of at least 2 auditor, of whom a quality system auditor and a technical one, one of which with the functions of lead auditor.

During the initial inspection, the following aspects are checked:

- that all the resources necessary to the attainment of the characteristics laid down in the reference harmonized technical specification are available, operational and correctly implemented;
- that the production process control procedures, consistent with the relevant documentation, are applied;
- that products are compliant to the product-type samples.

The initial inspection is structured around two phases:

a. Stage 1 (documentary): it aims at assessing the documentary conformity of the system of factory production control implemented by the manufacturer to the requirements laid down in the reference harmonized technical specification; it is usually carried out at the LPM's premises through an analysis of the pertinent documentation.
b. Stage 2 (at the factory): it consists in the initial inspection of the production plants, with a view to assessing the suitability of the staff, premises and production process and the correct implementation of the production control procedures, in such a manner as to ensure the constancy of performance of the product.

a) Stage 1 of the Initial Inspection

Upon receipt of the form (LPM/MOD.00.202) "Documentation of factory production control" duly completed and signed by the applicant organization and of the documents specified therein, the entrusted Audit Team conducts the examination of the documents relating to the system of factory production control in order to verify that all the requirements set out in the relevant harmonized technical specifications are duly met.

The documents to be produced include at least:

- Quality/FPC Manual;
- Any ISO 9001 certificate;
- Functional and nominative organization chart of the persons running the system of factory production control;
- Matrix of allocated tasks and functions relating to factory production control, especially as regards the following profiles: Manufacturer's delegate at each production plant, quality manager, technical director, production director, purchasing manager (or equivalent profiles);
- Definition of production processes, including the procurement of raw materials, the mechanical processing phases, the controls and tests on components and on the finished product;
- Operating procedures (management of documentation; management of procurements; control of raw materials and incoming components; warehouse storage of raw materials; controls and tests on products during the intermediate phases of manufacturing; controls and tests on finished products; warehouse storage, packaging and transport of finished products; management of non-compliant product; traceability and identification of raw

materials, components and of the finished product; management of control, monitoring and measuring equipment);
- product test plan laying down the assessment method and the frequency of verifications in respect of each one of the characteristics concerning which the manufacturer declares expected performance;
- procedures and instructions about production, control, trial and sampling processes;
- control procedures over outsourcers (wherever applicable);
- procedures for managing the CE marking (including drafts of Declaration of performance and CE Marking label);
- template of Manufacturer's Register.

Depending on the Audit Team's view, additional documents deemed necessary to an exhaustive analysis might be requested.
The Audit Team draws up the Report on Stage 1 of the inspection setting out any audit findings, any requests for correction and/or integration, the overall assessment, and sends it to the manufacturer.
If the audit findings include aspects deemed critical (direct impact on the performance of the construction product), the documentary review is reiterated until the appropriate solution.
If the audit findings are not critical (no direct impact on the performance of the construction product), the process continues; the resolution of the non-critical findings may be assessed during Stage 2 of the VI.
In the event that, for reasons not dependent on the Notified Body, the initial inspection at the factory is not performed within 6 months of the completion of Stage 1 of VI, LPM reserves the right to evaluate the repetition in whole or in part of the documentary review relating to the factory production control system.

Whenever, in the course of the documentary analysis, elements pertaining to the product or the system of factory production control which the manufacturer had failed to notify through the Application emerge, such as to modify the extension of the intervention necessary to the certification being issued (number of production plants, outsourcers of production processes, product variants, etc.), the process is suspended and the offer reworded.

b) Stage 2 of the Initial Verification

The Lead Auditor, after consulting with the manufacturer in order to agree on a suitable timing, draws up the Audit Plan (PVI), which is sent it at least 15 days prior to the scheduled date of factory inspection.
Pursuant to notification of the PVI, the manufacturer, within 3 (three) working days, may apply for the replacement of one or more members of the Audit Team. Once such deadline has been reached in the absence of any relevant notification, the principle of silence denoting consent shall be deemed valid.
Any refusal of the inspectors shall be presented in writing and based on one of the following reasons, not concerning the professionalism of the evaluators:
- Conflict of interests: Technical Director will evaluate the consistency of these arguments on the basis of the declarations provided by the inspector;

- Ethically incorrect behaviour: Technical Director will evaluate the consistency of these arguments on the basis of explicit reservations and objective evidence presented by the manufacturer in relation to the inspector's behavior in the field.

The Audit Team proceeds with the inspection at the factory in accordance with what is laid down in the PVI.

During the inspection, each member of the Audit Team records the objective evidence detected and may request copy of the evaluated documentation.

c) VI reports

At the end of the inspection, the Lead Auditor formally notifies any Non-Conformity and Remarks, and formalizes them in the Closing Meeting Report (RRC). The RRC must be signed in acknowledgment of its contents by a representative of the manufacturer.

Lack of any signature by the manufacturer in acknowledgment of its contents does not affect the validity of the RRC.

In the event of Non-Conformity and Remarks, the manufacturer is required to resolve such situations by submitting to the Lead Auditor proposals for Corrective Actions through the appropriate LPM/MOD.00.027 form. The Corrective Actions shall be approved by the Audit Team within 15 working days from their receipt; the Audit Team is entitled to reject them justifiably, requesting additions and/or reformulations until the approval of the same.

Pursuant to the assessment made by the Audit Team, the verification of how instances of I Category Non-Conformity are handled and resolved may be carried out through documentary reports provided by the manufacturer within the scheduled timeframes, or else necessitates an Extraordinary Inspection (§ 5.8) at the production factory. If the GVI deems it necessary for the assessment of the conformity of the FPC system, it may request documentary evidence of the implementation of the proposed corrections / corrective actions also for II Category Non-Conformities.

The Audit Team, after assessing the Corrective Actions proposed by the Manufacturer, and after possibly carrying out an Extraordinary Inspection, draws up the Audit Report (RVI), which describes all the elements tackled in the course of the inspection.

The RVI is signed by the Lead Auditor and is sent to the Certification Committee (CC) along with the RRC, the check lists filled in by the members of the audit team, which report the evidences observed during the audit and the Corrective Action proposals approved by the audit team.

Whenever the manufacturer fails to submit corrective action proposals or these are not accepted by the GVI within 6 months from the initial inspection, LPM reserves the right to evaluate the repetition in whole or in part of the certification process so far conducted.

After a further 3 months from the execution of additional activities without a positive outcome of the evaluation, LPM interrupts the certification process and

submits the practice to the CC for the decision to refuse certification, requiring the manufacturer to pay for the activities carried out up to that point.
LPM communicates to the customer the reasons for the denial of the certification and also informs of the refusal the Notifying Authority and the other Notified Bodies through the GNB-CPR (Group of Notified Bodies - CPR) network.

5.5 Issuing the Certificate

The decision on the issue of the certificates is up to the LPM Certification Committee, which meets and expresses an opinion within 30 working days from the date of receipt of the documentation on the basis of which the issue is decided.

a) Review

The CC, after analysing the results of the activities undertaken for purposes of assessing the performances of the product (whenever envisaged), and after hearing from the speakers the general description of the system of factory production control, the motivation behind any possible remarks and the Corrective Actions proposed by the Manufacturer, ascertains the correctness of the process and all the registration documents, dealing in-depth with those aspects that might not to be adequately defined.

b) Certification decision

The CC, in the light of the points emerged during the previous phase, resolves on whether to issue the Certificate as per one of the following formulations:

- Issuing the Certificate;
- Suspending the resolution in order to request supplementary documentation or a further verification at the production factory or a supplementary evaluation of performance of the product, deferring the resolution until they have been implemented. In that instance, the 30 days' deadline for the resolution is suspended and begins to run again once the requested supplementary steps have been finalized;
- Negative opinion on issuing the certificate.

In the event of an opinion against issuing the certificate, the manufacturer receives a motivated written notice of such resolution. The manufacturer may forward to the Body a written appeal to the negative opinion within 30 (thirty) days from date of its notification (§ 5.12).

c) Issuing the Certificate

Following the CC positive resolution, the LPM prepares the Certificate.
The Certificate is drawn up in English.
Depending on the system of Assessment and Verification of Constancy of Performance laid down for the single product-type, the certificate will be:

- A Certificate of constancy of performance of the product (systems 1+ and 1);
- A Certificate of conformity of the factory production control (system 2+).

The Certificate is issued, on the date of the resolution, digitally signed by CC's President, and it is sent to the manufacturer.
The Certificate reference is recorded in the corresponding "Register of products/systems certified or tested/classified by the LPM" (LPM/DOC.00.008),

published on the LPM's website. This register is constantly updated, with a time lag of maximum one month from the last test certificate /report issued or authorization decree received.
The Certificate, moreover, is published in full on the LPM's website within one month from date of issue.
The Certificates are issued in respect of the latest version of the pertinent harmonized technical specification, applicable as at the date of submitting the Application for Certification on the manufacturer's part.
In the event of an update of the harmonized technical specification and of a request by the manufacturer to issue a new certificate, showing the updated reference, LPM examines the impact of changes on the validity of the existing Certificate by carrying out the necessary checks, which may consist in repetition in whole or in part of the procedure defined in this regulation (verification of the factory production control system, new assessment of the performance of the construction product, etc.) and proceeds with the possible revision of the certificates themselves within the end of the coexistence period or by the date of applicability of the amendment.
The numbering practices of the Certificates remain valid even in case of a re-issue with minor changes and must be supplemented, in addition to the date of first issue, also by the date of re-issue of the certificate itself and by a revision number, without amending the certificate number at all.
The Certificate maintains its validity so long as the conditions laid down in the applicable harmonized technical specification or the product-type, the factory manufacturing conditions or the production control plan itself do not undergo any significant changes.

d) Revisions and amendments of the certificate

Revisions (e.g. introduction of new product models/variants) or amendments (changes to the legal or regulatory conditions for certification; change of production factory or product realization process or technology; amendment of the manufacturer's name or address) must be notified by the manufacturer in writing by submitting a new Application for Certification.
In case the changes directly affect the product and its characteristics, the production method and/or the system of factory production control, the provisions of § 6.4, Handling changes, shall apply.
Minor amendments and changes (e.g. amendment of the manufacturer's name or address, extension of the scope within an activity already covered by certification, etc.) may be assessed without carrying out a new Initial or Scope Extension Inspection, pursuant to procedures laid down by the LPM for each specific case.

5.6 Continuing surveillance, assessment and evaluation of factory production control

The continuing surveillance, assessment and evaluation of factory production control is carried out according to the periodicity defined in the reference harmonized technical specification and with the same methods used for the initial inspection, with the exception, unless there are supervening changes to the

production process or the production control, of the documentary analysis (Stage 1) and the CC's resolution.

In the event that the outcome of the periodic inspection gives rise to Non-Conformities and/or Remarks, the manufacturer is required to send to the RGVI, through the appropriate form LPM/MOD.00.027, proposals for corrections/corrective actions for their resolution within 15 working days from receipt of the form. These proposals are evaluated, within 15 working days of their receipt, by the GVI who has the right to reject them with reasons, requesting additions and/or reformulations; in this case, the manufacturer has a further 15 working days to propose corrections/corrective actions again.

I Category Non-Conformity:

According to the assessment of GVI, the verification of the treatment for I Category Non-Conformities and their resolution can be performed through documentary reports provided by the manufacturer within the indicated times or must request a Follow Up Verification at the production plant.

The GVI, having evaluated the Manufacturer's Corrective Action proposals and carried out any Follow Up Verification, draws up the RVS which is submitted to the Certification Committee, together with the RRC, to the checklists compiled by the members of the GVI, which report the evidence viewed during the audit, and to the findings management plan approved by the GVI. The Certification Committee may decide to maintain the certificate of constancy of performance/conformity of factory production control or to suspend the certificate (§ 5.9) if there has not been adequate evidence of the implementation and effectiveness of the proposed corrective actions. The outcome of the resolution is communicated in writing to the Manufacturer.

II Category Non-Conformity:

According to the GVI's assessment, documentary evidence of implementation of the proposed corrections/corrective actions may also be requested for II Category Non-Conformities. The GVI, having evaluated the Manufacturer's Corrective Action proposals and any documentation supporting their implementation, draws up the RVS that is submitted to the Certification Committee, together with the RRC, to the checklists compiled by the GVI members, which report the evidence viewed during the audit, and to the findings management plan approved by the GVI. The Certification Committee may decide to maintain the certificate of constancy of performance or request further additions for evaluation purposes. In the latter case, written communication is given to the manufacturer; in the case of a positive resolution, silent consent applies instead.

Remarks:

The GVI, having evaluated the proposals for improvement/corrections/corrective actions or any reasons supporting the non-implementation of the Remarks by the Manufacturer, draws up the RVS which is submitted to the Certification Committee, together with the RRC, to the checklists compiled by the members of the GVI, which report the evidence viewed during the verification, and to the findings management plan approved by the GVI. The Certification Committee may decide to maintain the

certificate of constancy of performance or request further additions for evaluation purposes. In the latter case, written communication is given to the manufacturer; in the case of a positive resolution, silent consent applies instead.
The Surveillance Inspection may relate to the entire production process (including the activities undertaken by outsourcers) or only part of the activities, depending on the type of process and the system of factory production control deployed by the manufacturer. Within a period of three years from the Initial Inspection (or from the end of the previous three-year period), the whole process should in any event be assessed in full, including an inspection of all the production plants falling within the scope of application of the Certificate.
The first Surveillance Inspection is carried out within 6 (six) months from date of issue of the certification.
Subsequent Surveillance Audit are conducted annually or every six months according to what is defined in the related harmonized technical specification. A maximum tolerance of 2 (two) months compared to the punctual deadline of surveillance period is allowed.
Any changes to the approved program should be agreed upon with the Manufacturer himself at least 15 days prior to the scheduled date of the Surveillance Inspection.
In the event that the Surveillance Inspection deadlines are not met due to lack of availability on the Manufacturer's part, the validity of the certificate is suspended (§ 5.9).
Surveillance of the system of factory production control may be suspended in the event of temporary interruption by the manufacturer of the production activity. In that case, the manufacturer submits to the Lab a written request for the suspension of the surveillance activities. During that period, the certificate maintains its validity and the manufacturer will be still saddled with the duty to pay the certification fees.
Upon resuming production, the manufacturer officially notifies the Lab, which then plans and implements the Surveillance Inspection. No device may be placed on the market before carrying out the verification and before its positive outcome.

5.7 Tests on samples taken at the factory

Only as regards the AVCP 1+ system, the periodical surveillance also includes testing of samples taken by the notified product certification body at the manufacturing plant or at the manufacturer's storage facilities for the purpose of verifying that the product requirements laid down in the reference Harmonized Technical Specification have been retained.
In that event, the LPM agrees with the manufacturer on the timing and methods of the sampling activities.
In the event of a negative outcome of the tests, LPM informs the manufacturer in writing, requesting him to provide, within a defined period of time:

- analysis of the possible causes of non-compliant test results;
- corrective measures in relation to potentially non-compliant manufactured products;

- corrective actions that he intends to implement to resolve non-conformities and related implementation times.

The LPM evaluates the adequacy of the analysis and of the proposed actions and, following their implementation, carries out a new sampling at the manufacturer's production plant for the purpose of repeating the tests, limited to non-compliant results. If the notified body considers that one or more non-compliant test results raise doubts about the ability of the manufacturer's FPC system to guarantee the conformity of the construction products to the declared requirements, it may decide to conduct an extraordinary inspection (§ 5.8). If the notified body finds that one or more non-compliant test results indicate that the construction products to be placed on the market do not have the declared performance or in case of repeated non-compliant results, following new sampling and repetition of the tests, it may decide on one of the measures referred to in § 5.9.

5.8 Extraordinary Inspections

The Certification Committee may, at any given time, request the manufacturer to conduct an Extraordinary Inspection, outside the annual schedule, in case there is a need for a more in-depth analysis or short-term verification about specific aspects of applying the factory production control.

For example, extraordinary Inspections may be requested in respect of:

- Motivated complaints from third parties (end-users, directors of works, customers who commissioned works, etc.);
- Critical or non-critical findings, the resolution of which entails a special urgency in order to ensure due compliance by the implemented factory production control and/or the constancy of performance of products placed on the market or about to be placed on the market;
- Feedbacks received from users or from market supervision authorities;
- Substantial modification of the product, the production cycle or the system of factory production control.

In the event of substantial modification of the product, the production cycle or the system of factory production control (including any change of outsourcers), the manufacturer must inform the body in advance by detailing the changes it intends to introduce, which in his view might have a significant impact on the performance of the construction product; in that case, the CC likewise decides on the need for a possible repetition of the assessment of performances of the product.

The implementation of the Extraordinary Inspection and/or the repetition of the assessment of the performance of the construction product are the subject of additional economic agreements with the manufacturer, based on the price list in force, and they neither delay nor replace the subsequent surveillance inspection.

Inspection for scope extension

The inspection for scope extension is planned on the request of the manufacturer and aims to extend the scope of the certificate already issued to new production plants and/or new production method and/or technology and/or additional types

or models of the already certified product, and/or changes in the factory production control and/or new outsourcers.
The manufacturer submits a formal request for scope extension to the Laboratory by filling out and signing the Certification Application Form (LPM.MOD/00.201) and, if relevant, the form "Factory Production Control Documentation" (LPM.MOD/00.202), including the related annexes if not already in possession of the NB.

5.9 Restriction, suspension, withdrawal and reactivation of the Certificate

a) Restriction or suspension of the Certificate by the NB

In the event of serious non-compliance by the manufacturer, the CC resolves upon suspending the validity of the Certificate, giving motivated and timely notice to the manufacturer himself and to the Notifying Authority. At the same time, the conditions for restoring the certificate and the deadline within which to proceed are communicated to the manufacturer.
LPM highlights the suspension measure on its website www.lpmsc.polimi.it, reporting the status of the certificates (valid, limited, suspended, withdrawn) in the relative "Register of certified or tested/classified products/systems by the LPM "(LPM / DOC.00.008) and also informs the other Notified Bodies by communication through the GNB-CPR (Group of Notified Bodies - CPR) network.
As a result of the suspension, the Certificate temporarily loses its validity, until the underlying cause of the suspension itself has been resolved, properly evaluated by the Certification Committee and consequently deliberated. Resolving the underlying cause of the suspension determines the reactivation of the certificate; and failure to resolve it, its withdrawal.
During the period of suspension, the manufacturer may not use the certificate by referring to it in his own Declaration of Performance.
The following are underlying causes of suspension of the certificate:

- placing on the market products with performance characteristics that are actually or potentially inconsistent with what was stated by the manufacturer in the Declaration of Performance;
- introduction of substantial changes to the product, the production cycle or the system of factory production control without having first obtained the LPM's consent;
- failure to notify accidents or the introduction of non-compliant products in the market;
- detection of serious and justified complaints against the manufacturer;
- tampering with certificates;
- incorrect use of the Certificate, the EC Marking symbol, or the notified body's references;
- failure to submit the NB the proposed corrective actions within
  - 15 working days following the Inspection during which the I Category Non-Conformity were reported;

- 30 working days following the Inspection during which the II Category Non-Conformity were reported;
- failure to resolve a I Category Non-Conformity reported in the course of an Inspection within the terms established by the NB upon approval of Corrective Actions;
- repeated submission of corrective actions evaluated ineffective by the NB;
- only for VVCP System 1+, repeated negative results of the periodic control tests of samples taken at the production plant or at the manufacturer's warehouses;
- failure to carry out the Surveillance Inspection according to the scheduled deadline, except in the case the manufacturer has requested the suspension due to a temporary interruption of the production activity; the Surveillance Inspection must be however carried out to confirm the adequacy of the factory production control and infrastructure system at the resumption of production and before new products can be placed on the market;
- refusal by the manufacturer to subject himself to an Extraordinary Inspection;
- failure to pay the certification fees by the scheduled deadlines;
- any other circumstances in the opinion of the LPM's CC, duly justified.

In compliance with the principle of proportionality and depending on the nature and extent of some of the listed above cases, the Notified Body may decide, instead of suspending the validity of the certificate, for the less onerous option of restriction (to be understood as limitation of the scope of the certificate or the definition of special conditions for the use of the certificate). Reasoned and timely communication of this provision is given to the manufacturer itself and to the Notifying Authority. At the same time, the manufacturer is informed about the conditions for the "total" restoration of the certificate. LPM also highlights the limitation measure on its website www.lpmsc.polimi.it , reporting the status of the certificates (valid, limited, suspended, withdrawn) in the relevant "Register of certified or tested/classified products/systems by the LPM" (LPM/DOC.00.008) and informs the other Notified Bodies through the GNB-CPR (Group of Notified Bodies – CPR) network.

If the restriction of the certificate does not appear feasible or is insufficient to guarantee the aim of avoiding the placing on the market of non-compliant products, the LPM proceeds with the suspension.

The reinstatement of the suspended certificate, to be decided by the CC, must take place within 6 months from date of its suspension, following documented and effective resolution of the cause that triggered off the manufacturer's non-compliance, to be also ascertained through any appropriate Extraordinary Audit.

The manufacturer receives written notification of the reinstatement of the Certificate by the Notified Body, which also informs the Notifying Authority promptly.

The reactivation measure is highlighted on the website www.lpmsc.polimi.it by reporting the status of certificates (valid, limited, suspended, withdrawn) within the relevant "Register of products/ systems certified or tested/ classified by the

LPM" (LPM/ DOC.00.008) and is also communicated to the other Notified Bodies through the GNB-CPR (Group of Notified Bodies - CPR) network.
From date of receipt of the notification, the manufacturer may issue the Declaration of performance setting out the reference to the certificate in question and accordingly place on the market products bearing CE Marking.
In the event that, upon the expiry of 6 months from date of suspension, the Certificate has not been reinstated yet, it will be withdrawn; any subsequent attainment of a new Certificate by the manufacturer shall in that case have to go again through the entire prescribed process.
The following are causes of immediate withdrawal of the Certificate:

- Regulatory or legislative provisions serving as reference for the AVCP have undergone changes, and such changes have not been acted upon by the manufacturer within the timeframe of the coexistence period or the date on which the new provisions have come into force;
- Instances of I Category Non-Conformity ascertained during a Surveillance Inspection and yet to be resolved by the manufacturer within a period of 6 months;
- Failure to withdraw products deemed to be actually or potentially non-compliant, which have given rise to the suspension of the certificate;
- Waiver of the certification by the manufacturer (§ 5.10);
- Reiterated failure to pay what is due to the Notified Body;
- Cessation of the manufacturer's company name.

Following the CC's resolution to withdraw the Certificate, the LPM promptly notifies thereof the Notifying Authority and the manufacturer. LPM also highlights it on its website www.lpmsc.polimi.it, reporting the status of the certificates (valid, limited, suspended, withdrawn) in the relevant "Register of certified or tested/classified products/systems by the LPM "(LPM / DOC.00.008) and informs the other Notified Bodies through the GNB-CPR (Group of Notified Bodies - CPR) network.
Following the withdrawal, the manufacturer shall refrain from making any use of the certificate by referring to it in his own declaration of performance or any other document.
The manufacturer may forward to the notified body a written appeal to the decision to withdraw the certificate within 40 (forty) days from date of communication (§ 5.12).
The CC will evaluate the appeal reasons, giving feedback to the manufacturer within 40 days of receipt.

b) Voluntary suspension of the Certificate

The manufacturer may request a voluntary suspension of the certificate by submitting a motivated written request to the NB.
The Certification Committee decides to suspend the validity of the certificate, giving a reasoned and timely notification to the manufacturer itself and to the Notifying Authority, highlighting on its website the certificate as suspended and

informing the other Notified Bodies through the GNB-CPR (Group of Notified Bodies - CPR) network.
During the period of suspension, the notified body shall normally not conduct any surveillance activity and the manufacturer is not required to pay the fixed fees for the maintenance of the certificate.
During the period of suspension, the manufacturer must not use the certificate by referring to it in his own declaration of Performance, which represents the basis for the affixing of the CE marking on the products.
The reinstatement of the suspended certificate may take place upon written request from the manufacturer to the Notified Body and following an Extraordinary Inspection to confirm the adequacy of the manufacturer's factory production control and infrastructure system.

5.10 Waiver of the Certificate

In the event that the manufacturer intends waiving the Certificate, for instance as a result of the cessation of production, he shall have to notify the Lab thereof in writing, specifying the effective date of the waiver and the warehouse inventories of the products in respect of which the Declaration of performance setting out the reference to the certificate in question has already been issued.
Pursuant to the said communication, NB will highlight the status of the certificate on its Internet website as withdrawn and will inform the other Notified Bodies through the GNB-CPR (Group of Notified Bodies - CPR) network, in addition to promptly informing the Notifying Authority thereof.
From the effective date of the waiver, the manufacturer may no longer refer to the Certificate in his own declaration of performance or make use of the certification and/or its references in other documents, but he may market the declared warehouse inventories.
Any subsequent attainment of a new certificate shall have to go again through the entire process set out in this regulation.

5.11 Transfer of the certificate

In the event that a manufacturer, already in possession of a Certificate issued by another Notified Body than LPM, wants to transfer his certification to LPM, he must send a request by filling in the specific application LPM/MOD.00.201_bis "Transfer of Certification from another Notified Body", completed with the required attachments.

LPM, after verifying that the Certificate is valid and that the products subject to certification fall within the scope of the harmonized technical specifications for which LPM is notified, evaluates the documentation received with particular reference to:

- motivation underlying the transfer request;

- review of test reports and/or assessment reports relating to certified products;

- review of the reports of the last two audits conducted by the Body that issued the certification and evidence of the corrective actions taken to resolve the founded non-conformities;

- description of the production flow (including any outsourcer) concerning the manufacturing of certified products.

Based on these elements, LPM defines the extent of the activities to be undertaken which may include, for example, carrying out an audit at the manufacturer and carrying out test activities, and formulates the related AVCP offer.

The contract between LPM and the manufacturer is managed according to the same procedures defined in points 5.2.d) and 5.2.e).

Upon successful completion of the defined activities and following a favorable resolution by the CC, the Certificate is issued for the product/FPC to be transferred, according to the procedures set out in this Regulation. Before issuing, LPM makes sure that the previous Certificate issued by another NB is no longer valid, in order to avoid that two valid certifications referring to the same construction product be simultaneously present on the market.

In the event that a manufacturer already in possession of a Certificate issued by LPM wants to transfer it to another NB, LPM will ensure full cooperation in transmitting the required information to the new Notified Body identified by the manufacturer, in order to facilitate the transfer of the certification.

5.12 Complaints and appeals

Complaints

Any complaint or report relating to the activities carried out by the LPM as part of the AVCP process (such as, for example, delay in carrying out the activities, unclear documentation, behaviour deemed ethically unsuitable of the personnel of the Notified Body) shall be sent in written form to the Laboratory, signed by the responsible function and shall describe in detail and exhaustively the subject of the complaint and the related scope. For this purpose, the manufacturer can use the LPM/MOD.00.029 form, available on the LPM website: www.lpmsc.polimi.it. The acceptance of the complaint and its outcome are communicated in written form to the organization together with any actions taken.

Appeals

Any appeal relating to the activities carried out by LPM as part of the AVCP process (such as, for example, failure to issue, suspension, withdraw of a certificate) shall be sent in written form to the Laboratory, signed by the Legal Representative of the Manufacturer and shall describe in detail and exhaustively the subject of the appeal and its scope. For this purpose, the manufacturer can use the LPM/MOD.00.030 form, available on the LPM website: www.lpmsc.polimi.it. The acceptance of the appeal is communicated in written form to the organization. Any actions taken and the outcome of the appeal are communicated to the organisation via certified e-mail.

In the event that a well-founded appeal establishes the manufacturer's liability and entails additional costs for the LPM, such costs will be debited against the manufacturer himself.
In the event that an appeal raised by the manufacturer proves unfounded or establishes the liability of other than the LPM and entails additional costs for the LPM itself, such costs will be debited against the manufacturer.
In the event that an appeal raised by the manufacturer proves well-founded and establishes the LPM's liability, the procedure of assessment and verification of constancy of the performance will be repeated in whole or in part, without the manufacturer incurring any additional costs.

6. MANUFACTURER'S OBLIGATIONS AND TASKS

The manufacturer must:

- Place at the LPM's disposal the documentation relating to the product dealt with in the Application and to the system of factory production control;
- Provide to the Lab every support necessary for carrying out the activities of assessment and verification of constancy of performance of the product;
- Ensure the presence of his staff, wherever necessary;
- Enable safe access to all the areas (of the organization or any one of his outsourcers) in which activities of relevance to the product subject to AVCP are conducted (§ 10).

The manufacturer further binds himself to notify the LPM at once of any pending legal proceedings or final judgments concerning the subject-matter of the AVCP.
The certification does not exempt the manufacturer of any liabilities arising from his failures to comply with legal obligations or regulatory and contractual stipulations subsisting between him and his own customers.
When drawing up the declaration of performance, the manufacturer incurs responsibility for the construction product conformity to the stated performance.
The manufacturer is the only one liable to the users of the performance of his own construction product onto which he has affixed the CE Marking as regards the essential characteristics of such product, consistently with the pertinent harmonized technical specification.
The manufacturer is, and remains under all circumstances, the only one liable, to his customers and/or third parties, for anything that might concern the implementation of his own activity and the production, placing on the market and subsequent use and disposal of certified products, including in respect of warranties of safety and/or performances within the scope of such use.

6.1 Use of the Certificate

The manufacturer is responsible to make correct use of the Certificate issued by the Notified Body for purposes of drawing up the declaration of performance and affixing the CE Marking onto his own products, in advertisements, in catalogues and in any other form of communication with the external world. Any use of the Certificate and corresponding marking that might induce people into error about

the scope of the certificate as well as about the meaning and graphic symbol of the CE Marking itself ought to be avoided.

6.2 Use of LPM logo

Use of LPM – Politecnico di Milano logo is not allowed to manufacturer.

6.3 Handling complaints

The manufacturer is bound to:

- Keep records of any complaints and reports of non-conformity received after marketing the products in respect of which he issued the declaration of performance setting out the reference to a Certificate granted by the LPM;
- Conduct appropriate investigations on the underlying causes of such complaints and keep records thereof;
- Adopt, if need be, suitable corrective actions and keep records thereof.

In the event that the outcome of investigations on the complaints evinces that the construction product no longer has the same performance as that of the product-type, the manufacturer will immediately give written notice thereof to the certification body.

During audits, LPM checks the complaints register and the related management.

6.4 Handling changes

The manufacturer is obliged to promptly notify the NB of any changes made to the product, to the production process and/or to the system of factory production control that might impact on the characteristics of the product in respect of which the manufacturer declares the performance and which the Body has assessed.

The communication must take place in written and through methods that allow the ON to verify its receipt (e.g. certified email, email with notification of receipt/reading, registered letter with return receipt, etc.).

The notification duty holds true even in those instances where the changes relate to activities not directly undertaken by the manufacturer but rather carried out at an outsourcer's production factory.

Examples of changes that might affect the characteristics of the product are:

- Change to the design (e.g. methods of calculation, project parameters);
- Change in the raw materials used in the production or change in components suppliers;
- Change in size (e.g. sizes beyond the size ranges examined in the sampling of representative prototypes for defining the product-type);
- Change in production method and/or technology;
- introduction of a new production plant, whether of the manufacturer himself or one of his outsourcers;

Following the notification, the LPM assesses the actual impact of such changes and stipulates whether or not it is necessary to carry out a new assessment of performances of the product as regards the product characteristics impacted upon by the changes, and/or the implementation of a Scope Extension Inspection at the plant affected by the change. The outcome of that assessment is notified to the manufacturer in writing.

The manufacturer may not, however, issue the declaration of performance in respect of products with characteristics that might be potentially affected by such changes until the outcome of the verification by the certification body has been notified.
If ascertained during a Surveillance Audit, failure to comply with such conditions may entail the suspension of the Certificate.

7. AMENDMENT TO THE RULES OF THE CERTIFICATION SYSTEM

The Laboratory may introduce amendments/updates to the AVCP process, on its own or pursuant to amendments /updates to the reference documents (regulations, laws, technical rules, etc.). In that event, the Laboratory will notify its customers in writing at once, by email with receipt and reading confirmation, the supervened amendments, attaching the updated version of this Rules and also publishing a copy on LPM website www.lpmsc.polimi.it .
Whenever the customers do not intend adapting to the amendments introduced, they are entitled to waive the certification contract within the thirty days following the date of the said notification. Once the said deadline has expired without the manufacturer having officially manifested his willingness to waive it (§ 5.10), the amendments shall be deemed to have been accepted.
Any costs arising from the supervened changes are borne by the customer.
As an exception, changes to this Regulation without impact on the assessment and verification activity carried out for the manufacturer can be formalized by LPM through publication only on the website www.lpmsc.polimi.it .

8. FILING

All the records pertaining to this regulation are stored for a period of no less than 20 years.

9. IMPARTIALITY AND CONFIDENTIALITY

9.1 Impartiality

Any staff member of Politecnico di Milano who is on any ground involved in carrying out activities of assessment and verification of constancy of performances of construction products in terms of Regulation (EU) No 305/2011 or in activities related thereto, warrants utmost impartiality. In particular, both management and staff tasked with third party duties in the process of assessment and verification of constancy of performances of products shall abstain from providing advice to the applicant organization and from intervening directly in the design, manufacturing or construction, marketing, installation, use or maintenance of such construction products, nor do they shall represent the parties involved in the said activities.
The LPM staff whose involvement in the process of assessment and verification of constancy of performances of products might occasion non-fulfilment of the requirement of Impartiality (e.g. advisory and training activities in favour of applicant organisations, participation in the design, manufacturing, marketing, installation, use or maintenance of the product under examination), may not deliberate, be appointed as Audit Team members nor tasked with the

implementation of the activities aimed at the assessment of the performance of the construction product (e.g. execution of the type tests).
As additional guarantee of its impartiality, the Laboratory has established a dedicated “Committee for safeguarding impartiality”, which sees the participation of representatives on behalf of those parties most directly affected by the certification activities (manufacturers, users of certified products, governmental control bodies, non-governmental bodies), tasked with monitoring and with ensuring maximum guarantees of impartiality for the certification activities themselves.
The impartiality of LPM staff is also an official duty governed by the consolidated text of the DPR 10.01.1957 n.3 " Consolidated Text of the provisions on the Status of civil servants and implementing rules " and subsequent amendments, as well as by the “Ethical Code”, a mandatory document issued with Rector's Decree - Repertoire n ° 2852 Prot. n ° 53516 of 03.31.2021 which requires all employees of the Politecnico di Milano to respect the values and rules indicated. The document is related to National Employment Contract in force.

9.2 Confidentiality

Any staff member of Politecnico di Milano who is on any ground involved in carrying out activities of assessment and verification of constancy of performances of construction products in terms of Regulation (EU) No 305/2011 or in activities related thereto, is obliged not to divulge and to ensure maximum confidentiality as regards all the information obtained while discharging these tasks, except towards to the relevant Authorities of the member state in which he conducts his activities and in the cases provided for in the agreements with the Accreditation Body, regarding personal aspects, technical information, production methods, commercial analyses, calculations and other confidential information that might be used by others in the exercise of their own activities.
The confidentiality conditions above described also apply to any video/photographic material and/or documentation that could be acquired by the Notified Body staff for the purposes of carrying out the tasks of assessing and verifying the constancy of performance (photos/videos of specimens and of production phases taken during the sampling activity, collection of material control certificates and calibration certificates of test and control equipment, etc.).
The only data made available to the public by publication on the LPM’s Internet website is the list of certifications issued and their status (valid, limited, suspended or withdrawn), along with the electronic copy of the Certificates issued.
When LPM is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned is, unless prohibited by law (e.g. ongoing judicial inquiries), notified of the information provided.
The temporary storage of samples to test at the LPM and the entire documentation associated with them (drawings, technical specifications, etc.) is handled within controlled access areas in order to ensure confidentiality, especially as regards the presence of any customers inside the LPM itself; in the event that third parties are

present inside the controlled access premises, they must always be accompanied by an LPM employee.
The confidentiality of all the LPM's staff members is, moreover, an official duty regulated by the consolidated text of Presidential Decree No 3 of 10.01.1957 headed "Consolidated Text of the provisions on the Status of civil servants and implementing rules" and subsequent amendments, as well as by the "Ethical Code", a mandatory document issued with Rector's Decree - Repertoire n ° 2852 Prot. n ° 53516 of 03.31.2021 which requires all employees of the Politecnico di Milano to respect the values and rules indicated. The document is related to National Employment Contract in force.

10. SAFETY

Prior to access being gained by the LPM staff to the relevant places (its own administrative and production sites and/or those of any possible outsourcers), where activities are implemented, the manufacturer is bound to comply with all the legal obligations ensuring workplace safety, such as providing thorough and detailed information on specific existing risks, providing information about safety, prevention and protection measures in force, and ensuring the availability of suitable personal protective equipment.

11. DISPUTES

Jurisdiction over any dispute that might arise between the Parties (LPM and Manufacturer) in respect of the interpretation, execution and/or validity of the AVCP contract vests exclusively in the Court of Milan.

12. TAXES AND REGISTRATION

All the direct and indirect taxes arising from the AVCP contract shall rest on the Manufacturer.
The AVCP contract is subject to registration only in the event of use pursuant to Article 1(b) of the Price List – Second part, attached to Presidential Decree No 131 of 26/4/1986.

13. PRIVACY POLICY

The Parties declare to be acquainted with and, where applicable, to expressly consent that the personal data provided, verbally as well, for the pre-contractual activity, or in any event collected pursuant to and in the course of giving effect to the AVCP contract, are processed exclusively for purposes of the contract itself. Data processing may be performed through consultation, elaboration, interconnection, comparison with other data and/or any further manual and/or automated elaboration, and furthermore, for statistical purposes, by processing the data exclusively in anonymous form, through notification to private subjects, whenever the reason for the request is compatible with the Politecnico di Milano institutional purposes. The Parties declare to be acquainted with the fact that failure to provide data might entail lack of or partial performance of the contract.

The data controllers, as far as this article is concerned, are the Parties as identified, named and domiciled in the AVCP contract.
The Parties lastly declare that they are acquainted with the rights laid down by article 7 of Italian Legislative Decree No 196 of 30/6/2003 and subsequent amendments and by articles 16,17,18,19 and 21 of the Regulation (EU) No 2016/679 - GDPR.

14. TRANSFER COSTS

The price lists set out in the offer are not inclusive of travel costs (travel expenses, board and lodging) incurred by the LPM staff for the execution of the contractual activities.
The said costs, unless incurred by the manufacturer directly, shall be invoiced in the final balance.

15. INVOICING

The services provided by the LPM shall be invoiced in accordance with the invoicing plan laid down in the offer.

16. PAYMENTS

Payment of the invoices shall be due within 30 days from date of invoice, unless otherwise stipulated.
The issuing of the certificate by the LPM is conditional on actual liquidation of the sum due.

17. CONTRACTUAL CONDITIONS

As regards whatever is not expressly set out in this set of rules, the “General Terms of Supply” accompanying the LPM’s Price List shall apply.