

Certification Body for Material & Welding Technology of TÜV SÜD Industrie Service GmbH		 Industrie Service
IS-PED-M-02_Contract	Certification contract for material manufacturer acc. to Pressure Equipment Directive 2014/68/EU, Annex I, Section 4.3, AD 2000-Merkblatt W 0 and EN 764-5, Para. 4.2	

The company **BERCELLESI BERINOX S.r.l.**
Via per Carpiano 24
20077 Melegnano (MI)
ITALY)

(hereinafter referred to as "Client") and


TÜV SÜD Industrie Service GmbH
Certification Body Material and Welding Technology
Westendstraße 199, 80686 Munich, Germany

(hereinafter referred to as "Certification Body") conclude the following contract:

- The Client has submitted to the Certification Body an application for the issuance of the required certificates using the Certification Body's form "Application for Certification" (IS-PED-M-01_Application), which covers the scope of certification acc. to the relevant product standards. The Certification Body agrees to perform the inspection and certification services in line with the "Application for Certification", which will become an integral part of the Certification Contract.
- The client and the Certification Body recognise the following documents as amended:
 - General terms and conditions of business of TÜV SÜD Industrie Service GmbH
 - Testing and certification regulations of TÜV SÜD AG
 - General terms and conditions of certificate validity ("Application for certification" IS-PED-M-01_Application)
 - Relevant Regulations and product standards
- This contract applies in conjunction with the "Application for certification" (IS-PED-M-01_Application) to certificates issued based on a successful evaluation / inspection of the client.
- The monitoring intervals specified in the product standards apply. If the product standards do not specify the monitoring intervals, any superordinate regulations (e.g. EA – Guidelines, etc.) or specifications of the Certification Body for the concerned product standard apply.

If the surveillance audit is not carried out on time, the validity of the certificate expires with immediate effect and may be withdrawn by the Certification Body. The continuous surveillance audit and renewal audit is necessary to maintain the certificate and shall be carried out before the due date.
- For the performance of the evaluation / verification of the client, for the use or registration of the certificates as well as for other commissioned services, the prices as given in the respective offers of the certification authority to the client apply.
- If the Certification Body introduces new or revised requirements to its certification scheme or certification process that may affect the validity of the issued certificates or otherwise influence certification, the Certification Body will notify the client in writing and request the client to implement the necessary changes, if necessary. By signing this contract, the client agrees to follow any requests made by the

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Certification Body in this respect. Otherwise, the certificate will become invalid. The Certification Body will verify that the client has implemented the appropriate actions, if any.

7. This contract will be valid for three years from the date of certification. The certificate will become invalid on expiry or termination of the contract. A new contract is concluded prior to the renewal audit when the certificate is renewed.
8. Liability on the part of the Certification Body, its legal representatives or agents will be limited to cases involving willful intent or gross negligence, irrespective of the legal basis thereof. In cases involving material breach of contract (violation of a material contractual obligation) due to negligence, the Certification Body, its legal representatives or agents will only be liable for typical damage or damage reasonably foreseeable at the time of contract conclusion, to a maximum of EUR 1,000,000 for damage to property and EUR 500,000 for financial losses. Liability for damage caused by breach of a non-material contractual obligation due to minor negligence will be excluded. The above limitation of liability does not apply in case of death, physical injuries or illness or to claims based on the guaranteed quality of a promised characteristic.
9. The place of jurisdiction is Munich.

Munich, 2023-03-02

o.b.o.

TÜV SÜD Industrie Service GmbH

Certification Body

Material and welding technology

Business area plant safety



BERCELLESI BERINOX srl

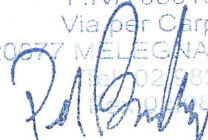
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Via per Carpiano, 24

20087 MELEGNANO (MI) ITALY

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(Company stamp and legally binding signature)

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