

### Type A Inspection Body

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### Revision status

revision	paragraph	description
0	Entire document	First issue
1	§ 4	Accreditation term entry
2	Entire document	Accredia Reliefs
3	Entire document	Accredia Reliefs
4	Entire document	Accredia Reliefs
5	Entire document	Accredia Reliefs
6	§ 9	Included responsibility of BASE spa in case of subcontracting
	§ 11	Detailed billing following interruption of inspection
7	Last paragraph	Document acceptance

## 1 introduction

This document defines principles and procedures that BASE S.p.A. puts in place to carry out the activity of Inspection, Sampling, Weight Control, according to GAFTA Standards (effective since June 2019), and the rules governing the relationship between Customer and BASE S.p.A., and between staff and BASE S.p.A.

BASE SPA – "Inspection and Sampling Directorate" is an inspection body that carries out exclusively inspection activities and is therefore a third-party body, always acts respecting its principles of Independence and Impartiality within the general structure of BASE spa.

BASE SPA – "Control and Sampling Inspection Directorate" offers its services to customers without discrimination;

BASE SPA – "Control and Sampling Inspection Directorate" is organised in such a way that its employees are not subject to economic pressures that compromise their independence and impartiality; ensures that staff involved in the inspection activity are not remunerated in such a way as to influence the results of the service provided;

BASE SPA – "Inspection and Sampling Directorate" ensures that all personnel act in accordance with what is defined in the Code of Ethics and in compliance with their Business Management Manual;

BASE SPA – "Inspection And Sampling Directorate" ensures that it undertakes not to execute the mandate in the event that it cannot guarantee the impartiality and independence and confidentiality required.

## 2 PURPOSE AND SCOPE

This procedure is applied by BASE S.p.A. and all its staff in accordance with the GAFTA CODE OF PRACTICE and all the requirements of the applicable GAFTA regulations.

The Scope refers to the three areas described:

- supervision
- Weight control
- sampling

## 3 MAIN REGULATORY REFERENCES

### 3.1 Accreditation rules

acronym	title
UNI EN ISO/IEC 17020:2012	"Conformity assessment. Requirements for the operation of various types of inspection bodies";
UNI CEI EN ISO /IEC 17000:2020	"Conformity assessment - General principles"
RG-01 rev 4	Regulation for the accreditation of Certification, Inspection, Verification and Validation Bodies - General Part
RG-01-04 rev 1	Regulation for the accreditation of inspection bodies
RG-09 Rev 9	Regulation for the use of the Accredia brand
ILAC Guideline G28:07/2018	Guideline for the Formulation of Scopes of Accreditation for Inspection Bodies
ILAC-P15:05/2020 Guideline	Application of ISO/IEC 17020:2012 for the Accreditation of Inspection Bodies
ILAC Guideline -P10:07/2020	ILAC Policy on Metrological Traceability Of Measurement Results
LS-03 rev 17	List of standards and reference documents for the accreditation of inspection bodies
LS-14 rev 15	List of information and technical circulars of the Certification and Inspection Department

### 3.2 Regulations relating to inspection activities

acronym	title
GAFTA COP	"Approved Superintendent Code of Practice"
GAFTA RULES 123	"Weighing Rules"
GAFTA RULES 124	"Sampling Rules"

#### 4 TERMS AND DEFINITIONS

The definitions given in UNI CEI EN ISO/IEC 17020, ISO 17000 and applicable ILAC lines, supplemented by the following, generally apply to terminology.

n.	term	definition
1	OdI - Inspection Body	BASE spa carrying out inspection activities on goods
2	BASE SPA	BASE Spedizioni Internazionali spa – Inspection, Control and Sampling Directorate
3	Customer or principal of the service	the person who contractually requests from the body the inspection activities
4	inspector	person who, on the mandate of OdI, carries out the inspection activities
5	inspection	examination of an object of conformity assessment and determination of their compliance with detailed requirements or, on the basis of a professional judgment, with general requirements

#### 5 responsibility

This regulation describes in detail the responsibilities that base spa's customer and the customer himself must fulfill during the contractual relationship related to the inspection activities.

##### 5.1 CUSTOMER RESPONSIBILITY

The customer with the assignment assumes the following rights and obligations:

- it must confer the task for the execution of the mandate limited to the performance of the professional activity carried out by BASE SPA;
- it must provide precise and clear instructions in writing, including any recusal of inspectors on grounds of impartiality. Recusal can take place at any time before 24 hours from the start of the inspection.
- must promptly provide all the documentation in its possession necessary for the performance of the service
- accepts the condition that base spa may use trusted qualified employees and external collaborators under its own responsibility for the execution of the BASE SPA mandate.
- If it also requires sampling, it can indicate its trusted laboratory or accept that OdI send it to one of the laboratories on GAFTA's Register of Approved Analysts (<https://www.gafta.com/Membership-Directory/analysts>)
- Inspectors from the Accreditation Body (Accredia) may participate in inspection activities, subject to communication. Accepts the obligation to suspend inspection activities in case of non-acceptance by customers of the presence of Accredia Inspectors in the inspection activities.
- The customer has the right to request sampling activities without shipping samples to the analysis laboratory. In this case, it is the customer's responsibility to choose their own trusted laboratory.

##### 5.2 BASIC SPA RESPONSIBILITIES

BASE SPA with the acceptance of the assignment assumes the following rights and obligations:

- perform the service in accordance with the principles of independence and impartiality,
- confidentiality of the information acquired
- use highly qualified personnel
- ensure that staff have received a suitable safety education
- The inspection activity carried out by BASE spa does not exempt the customer from the legal obligations deriving from the products, processes and services provided and from contractual obligations towards its customers with the exclusion of any liability or warranty obligation on the part of BASE spa.
- No liability can be attributed to BASE spa for defects in products, processes and services provided by the Customer.
- BASE spa is not responsible for any damage to third parties caused by the products, processes and services provided by the Customer.
- If BASE spa makes use of subcontracting of inspection activities, while remaining the owner of all and **any responsibilities**, it will give prior information to the customer. The customer may object to the appointment of such subcontractor for justified reasons.
- If the customer requests the sending of samples, taken from the product during the inspection, to a test or analysis laboratory, BASE spa is required to send such samples to an accredited analysis laboratory UNICEI EN ISO / IEC 17025 and included in the Register of Approved Analysts of GAFTA (<https://www.gafta.com/Membership-Directory/analysts>). BASE spa is not responsible in any way for the results or for the conduct of tests and analyses by these laboratories. Base spa is responsible for sending the analysis reports of these laboratories to the customer attached to the inspection report/ certificate.

#### 6 distribution

This Regulation shall be sent by BASE spa to the persons concerned on the occasion of the first order or following revision of the Regulation. In any case, customers who wish to enter into the contract with BASE SPA or who have already entered into such a contract may request a copy.

#### 7 IMPARTIALITY AND INDEPENDENCE

BASE SPA ensures that all information acquired during inspection activities is treated in a strictly confidential manner, unless otherwise required by:

1. legal provisions;
2. provision of accreditation and/or notification bodies.

In such exceptional cases, the customer is informed about the information disclosed to third parties.

BASE SPA guarantees the customer that the activities of its subsidiaries or subcontractors do not affect the confidentiality, objectivity or impartiality of verification activities, guarantees to carry out the verification activities with the utmost professional integrity and the technical competence required in the specific field and is not conditioned by pressures or incentives, especially of a financial nature, that may affect the judgment or results of their verification activities, in particular if they come from persons or groups of persons affected by the results of the checks.

See for this purpose the "Declaration of Impartiality" on the website [www.basespa.com](http://www.basespa.com)

## 8 confidentiality

BASE SPA - "Inspection And Sampling Directorate" is responsible for legally valid commitments, for the management of all information obtained or produced during the execution of inspection activities. BASE SPA will indicate to the customer, in advance, the information it intends to make public, or what is agreed between BASE SPA and the customer (for example, in order to respond to complaints). All other information (with the exception of information that the customer makes available to the public or when agreed between BASE SPA and the customer) is considered proprietary information and must be considered confidential.

The information about the customer obtained from sources other than the customer himself, will be treated by BASE SPA as confidential information.

BASE SPA guarantees the confidentiality of all information and documents owned by the customer / mandates of which base spa staff can become aware and all communications between BASE SPA and the customer.

When BASE SPA is obliged by law, or authorized by contractual commitments, to release confidential information, the customer or individual concerned must, unless prohibited by law, be notified of the information provided.

## 9 HOW INSPECTION, CONTROL AND SAMPLING ACTIVITIES ARE CARRIED OUT

The general procedures for carrying out inspection activities are in accordance with the requirements of UNI CEI EN ISO/IEC 17020:2012 and with the internal procedures of BASE SPA - Control and Sampling Inspection Directorate.

The inspection activity is planned through an "Inspection Plan" that shows the main stages in which the inspection itself takes place.

**The Inspection Plan shall include a review of the impartiality of the inspection activity to be carried out.**

The resp. BASE SPA plans the inspection activity to be carried out in accordance with the required requirements, appointing in the first instance the Inspector in charge, according to criteria of competence and logistical proximity. The main task of the inspector is to ensure that the checks he carries out are carried out in accordance with the requirements of the relevant regulatory and technical documents, as well as the particular requirements of the customer. The Inspector does not have the right to question methods, rules or other contractual documents or to endorse any deviations from the requirements.

Responsibility for the work of the inspectors is always the responsibility of BASE spa.

The checks will be carried out in accordance with the regulations

- GAFTA Approved Superintendent Code of Practice
- GAFTA RULES 123 Weighing Rules
- GAFTA RULES 124 Sampling Rules

in the last revision issued.

Inspection, control and sampling activities are carried out in compliance with the applicable binding safety and hygiene rules and the special requirements existing on the external site of activity.

### subcontracting

Inspection, control and sampling activities may be partly subcontracted to third parties depending on logistics; if the customer is informed in advance.

Subject to information to the Customer, BASE SPA reserves the right to subcontract part of the requested Service to third parties, if this is not excluded from the applicable legislation. The Customer has the right to refuse, for justified reasons, such assignment to the outside within five (5) working days from the date of communication.

BASE SPA assumes full responsibility for any activity entrusted to the outside world and ensures that the subcontracting entity is competent and complies with the applicable regulatory provisions and is not involved with the design, production, purchase, brokerage sale, storage, transport, selection, disposal of the products subject to product inspection, so as not to compromise the impartiality referred to in § 7.

**The conformity assessment of the inspection results remains under the direct responsibility of BASE spa even in the case of subcontracting.**

The subcontracting of the inspection activity provides for two possibilities with different qualification methods:

Case 1 – Subcontracting auditing only to auditing companies is the most frequent case. In this case they are chosen by the HEAD of BASE SPA on the basis of the following qualification criteria:

- Competence of inspection staff
- Inclusion in GAFTA supervisors' logs
- Proven quality of service (from previous experience or market-detected news).

Case 2 – Subcontracting of inspection activity. In this case, organizations are chosen by the HEAD of BASE SPA, based on the following qualification criteria:

- ISO Accreditation 17020
- Inclusion in GAFTA supervisors' logs
- Proven quality of service (from previous experience or market-detected news).

**Analysis and testing laboratories.** The DICC sends the samples taken during the inspection activity to test laboratories defined by the customer during the order phase or to the laboratory territorially close to the sampling site.

The resp. DICC verifies that the laboratories are included in gafta's Register of Approved Analysts (<https://www.gafta.com/Membership-Directory/analysts>) and are accredited according to UNI CEI EN ISO / IEC 17025.

The activity of these laboratories is not under the direct responsibility of BASE spa.

BASE spa acquires laboratory certificates and transmits them to customers without making any judgments on the results. BASE spa's responsibility is limited to taking samples and sending to GAFTA qualified and ISO 17025 accredited laboratories.

### Use of the Accredia brand

No base spa or third-party trademarks are issued in any capacity in use to the customer as a result of the inspection activity. In fact, the Accredia RG-09 regulation precludes customers of inspection bodies from using the Accredia brand. In addition, BASE SPA does not release labels on the items inspected, as the application is not feasible.

### Inspection Reports

At the end of the inspection activity, Odl sends the customer an "Inspection Report" that contains all the data regarding the inspection activity. The SB does not generally issue Inspection Certificates as they are of little significance to the customer. If it is expressly requested by a customer, the SB issues it with reference to the inspection report identifier that contains all the results of the inspection.

During the inspection activity according to GAFTA standards there are no surveys, but an evaluation about the outcome of the weighing supervision activity and the possible description of the samples taken for further analysis according to the customer's requirements.

With regard to the above, the BASE spa Inspector makes an overall and concise assessment of compliance or non-compliance.

With regard to the conduct of the inspection:

**Compliant:** The Inspection was conducted according to the contractual requirements and according to the applicable special rules and regulations

**Non-compliant:** The Inspection could not be conducted according to contractual requirements; in this case, the reason will be specified and communicated to the customer.

With regard to the results of the Inspection:

**Compliant:** the product quality does not deviate from the standard quality with the customer's further specifications

**Non-compliant: the product product quality differs from the standard quality with the additional customer specifications for the intrinsic characteristics** of the product and/or as a result of alterations of the product during transport / storage.

In this case if the survey is expressed on the basis of laboratory analyses, these are summarized in the inspection report/certificate and attached to the report itself.

### Reissue inspection reports

Following modification or integration of an inspection report, BASE SPA reissues the report referring to the previous one which is considered outdated and which is mentioned in the amended report.

The responsibilities and operating procedures for the reissue of a report or certificate are the same as those of the first issue.

Inspection reports/certificates are not reviewable.

## 10 COMPLAINTS, APPEALS AND LITIGATION

### 10.1 Complaints

The complaint by Customers or other interested parties can be made even before the intervention in the field of the inspector and must be submitted to the registered letter or PEC for the attention of BASE SPA - Inspection control and sampling directorate. However, it is possible to handle complaints received by the principal / customer by phone or personally from other Staff of the SB through the application of the procedure of the BASE SPA management system.

The customer must lodge a complaint no later than 30 days after receipt of the Inspection Report

In addition to the references of the Report against which the complaint is made, the reasons for the complaint must also be indicated.

If the complaint does not contain all the necessary information, the Director of BASE SPA - Inspection and Sampling Directorate, contact the customer for the necessary clarifications.

The HEAD of BASE SPA - Inspection and Sampling Directorate, having received the complaint, assigns the Procedure to a person of BASE spa not directly involved in the activity subject to the complaint.

The Process Manager takes charge of the complaint, analyzes it and defines its management methods.

At the end of the analysis (carried out within 2 months from the date of receipt of the complaint itself) the Process Manager will communicate to the Director of BASE spa - Inspection And Sampling Directorate, the results of the analysis carried out on the basis of this will be drafted the response for the Customer / interested party who has filed a complaint.

BASE SPA communicates to the customer both the acceptance / rejection of the complaint, within 3 days of the decision and the response following the analysis of the complaint for the determination of the causes and the proposed solution. The customer can at any time request information about the progress of the complaint by writing to [base@basespa.com](mailto:base@basespa.com)

### 10.2 Appeals

The customer who decides to appeal, must send communication by post or pec to BASE SPA to the attention of the AU ([base@basespa.com](mailto:base@basespa.com)) no later than 10 days from the date of receipt of the Inspection Report against which the appeal is made.

This letter must contain the references of the Organization that makes the appeal, all references that can contribute to the identification of the object with respect to which the appeal is made, the reasons (including any attachments in support), the signature by the Legal Representative of the Organization or person delegated for the purpose. It should be noted that the absence of one or more of the elements mentioned above is an element in not following up the action; in such cases, the Body will send the sender a communication with the reasons.

The Head of BASE SPA - Inspection and Sampling Directorate, having received the appeal, assigns the Procedure to a person of BASE spa not directly involved in the Verification subject to the Appeal.

The Process Manager takes charge of the appeal, analyzes it and defines the management methods.

At the end of the analysis (carried out within 5 working days from the date of receipt of the appeal itself) the Person responsible for the Procedure will communicate to the AU the results of the analysis carried out on the basis of this will be drawn up the response for the Customer/Organization that has appealed.

Odl communicates to the customer both the acceptance / rejection of the appeal, within 3 days of the decision, and the response following the analysis of the complaint for the determination of the causes and the proposed solution. The customer can at any time request information about the progress of the appeal by writing to [base@basespa.com](mailto:base@basespa.com)

### 10.3 Litigation

All disputes arising from the execution of a Verification, including those relating to its validity, interpretation, execution and resolution, will be left to the exclusive competence of the Court of Livorno;

Within BASE spa the litigation is followed by the Ceo Mr. Sergio Pitto, who avails himself of the collaboration of a trusted lawyer.

## 11 TARIFF AND INVOICING

Base spa inspection fees are shown in individual offers written specifically for each customer.

Invoicing takes place under the conditions indicated in the individual offers.

The following also applies:

- A. in the event that the customer de-says the inspection activities scheduled during the 20 working days before the date already agreed in writing, BASE SPA reserves the right to charge the amount of the verification;
- B. in the event of business interruption due to any reason attributable to the customer, the customer receives an invoice from BASE spa relating to all the services carried out until the moment of interruption;
- C. in the event of an interruption due to force majeure or by decision of the competent authority, the customer receives an invoice from BASE spa relating to all the services performed until the time of interruption;
- D. in case of interruption due to decision of BASE spa for any reason the customer receives an invoice from BASE spa relating to all the services carried out until the time of interruption;
- E. after acceptance of the order, it is no longer possible in principle to modify the contract documents; however, BASE spa reserves the right to revise the contractual documents if in the course of the activities it finds changes with respect to the conditions declared by the customer according to which the offer was issued.

## 12 PROTECTION OF PERSONAL DATA

### 12.1 Processing of personal data

In accordance with Regulation (EU) No. 2016/679 relating to the protection of natural persons with regard to the processing of personal data ("General Data Protection Regulation") and Legislative Decree no. 196/2003 e smi ("Privacy Code"), personal data directly provided by the Customer or through third parties, are and will be processed by BASE SPA - and in particular registered and stored in a database - in order to ensure a correct performance of contractual relations with the Customer. Particular categories of data as well as criminal data pursuant, respectively, to Art. 9 and 10 of the General Data Protection Regulation may be required as a mandatory condition for the issue of the inspection report and will be processed only for the purpose of providing the requested service, according to enhanced technical and organizational security measures.

In relation to the aforementioned purposes, the processing of requested data (below, the "Data") takes place through IT, manual and telematic tools, with logics closely related to the purposes themselves and, in any case, in order to guarantee the security and confidentiality of the data.

The provision of customer data is therefore indispensable in relation to the correct performance of the contractual relations with BASE spa, with the consequence that any refusal to provide them, will determine the impossibility for BASE spa to carry out the same relationships.

The Data will be processed for the time strictly necessary for the performance of contractual relations with the Customer, without prejudice to the retention of data for a further period of 10 years (variable in the case of particular EU regulations and directives that require a further retention period) from the expiry of the last performance performed, to fulfill the legal and regulatory obligations provided.

The Data may be communicated by BASE SPA, as far as they are respective and specific competence, to accreditation bodies, administrations, institutions, judicial authorities and public security authorities as well as to any other competent authority in the matter and, in general, to any public and private entity whose communication becomes mandatory by law or is necessary for the execution of the services provided by BASE SPA. These subjects will process the Data in their capacity as autonomous data controllers.

### 12.2 Data controller

The "Data Controller" is BASE S.p.A., based in Via Fabio Filzi 31, Livorno. In accordance with Articles 23 and 10 of the Treaty, the Court of First 15-21 of the GDPR and art. 7 of the Privacy Code (Rights of the data subject), the Customer may at any time exercise the rights of access, rectification or cancellation (so-called "right to be forgotten"), limitation of the processing, as well as the portability of his data by sending a special request to the address of the DPRK: [basespa@base.basespa.com](mailto:basespa@base.basespa.com).

The Data may be communicated and processed by third-party companies or other subjects (by way of example, it service providers, credit institutions, professional firms, inspectors, consultants) that carry out outsourcing activities on behalf of the Data Controller, in their capacity as external data processors.

The list of specially appointed external data controllers who process the Data is available from the Data Controller.

### 12.3 Consent to processing

With the acceptance of these Regulations, the Customer agrees that the Data are processed for the purposes indicated above and are also subject to communication and dissemination within the scope of the above purposes.

### 12.4 Data Breach

In the event of a data breach of personal data, the data controller notifies the data controller of the breach (in cases where serious risks to the rights and freedoms of the data subjects result) to the supervisory authority without undue delay within 72 hours from the moment he became aware of it. In the event of a delay in communication, everything is justified in writing.

Any violations are documented through the Data Breach Log. The data controller also communicates the violation to the data subject without unjustified delay by e-mail, in simple and clear language, communicating for example the likely consequences of the violation of personal data and the measures taken to remedy the violation. In the event of a personal data breach, the company may use the support of a special IT service provider.

In case of missing comment within 72 hours of the local time of dispatch, this Regulation of the Inspection Activity shall be understood as accepted in full