

**Type A Inspection Body**

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**Revision status**

Revision	Paragraph	Description
4	Entire document	Accredia Surveys
5	Entire document	Accredia Surveys
6	§ 9 § 11	Included liability of BASE spa in the event of subcontracting Detailed billing following interruption of the inspection
7	Last paragraph	Document Acceptance
8		Added final responsibility of BASE
9	3.1	Updated reference regulations
10	2-3-5-5.1-5.2- 6- 9	Revision following Accredia's findings and alignments with internal procedures
11	5.2 - 9	Revision following Accredia's findings and alignments with internal procedures

**1 INTRODUCTION**

This document defines the principles and procedures that BASE SPEDIZIONI INTERNAZIONALI S.p.A. (hereinafter BASE S.p.A.) implements to carry out the Inspection, Sampling, Weight Control activities, according to the GAFTA Standards, and the rules governing the relationship between the Customer and BASE S.p.A., and between the staff and BASE S.p.A.

BASE SPA – "Inspection, Control and Sampling Department" is an inspection body that exclusively carries out inspection activities and is therefore a third-party body, always acting in compliance with its principles of Independence and Impartiality within the general structure of BASE spa.

BASE SPA – "Inspections, Controls and Sampling Department" offers its services to customers without any discrimination;

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

BASE SPA – "Inspection, Control and Sampling Department" ensures that all personnel act in accordance with the Code of Ethics and in compliance with its Company Management Manual;

BASE SPA – "Inspections, Controls and Sampling Department" assures 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**

These regulations are applied by BASE S.p.A. "Inspection, Control and Sampling Department" and by the personnel in charge in accordance with the GAFTA CODE OF PRACTICE and all the requirements of the applicable GAFTA regulations, in their latest state of revision

The Field of Application refers to the three areas described:

- Supervision
- Weight control
- Sampling

### 3 MAIN REGULATORY REFERENCES

The rules referred to below are intended in their latest state of revision/update

#### 3.1 Accreditation rules

ACRONYM	TITLE
UNI CEI EN ISO/IEC 17020	"Conformity assessment. Requirements for the operation of various types of bodies carrying out inspections";
UNI CEI EN ISO /IEC 17000	"Conformity assessment - General principles"
RG-01	Regulations for the accreditation of Certification, Inspection, Verification and Validation Bodies - General Part
RG-01-04	Regulations for the accreditation of Inspection Bodies
RG-09	Regulations for the use of the Accredia brand
ILAC G28 Guideline	Guideline for the Formulation of Scopes of Accreditation for Inspection Bodies
ILAC-P15 Guideline	Application of ISO/IEC 17020:2012 for the Accreditation of Inspection Bodies
ILAC Guideline -P10	ILAC Policy on Metrological Traceability Of Measurement Results

#### 3.2 Regulations on 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

For the terminology, the definitions reported in the UNI CEI EN ISO/IEC 17020, ISO 17000 and applicable ILAC lines apply in general, supplemented by the following.

N.	Term	Definition
1	OdI - Inspection Body	BASE spa which performs inspection activities on goods
2	BASE SPA	BASE International Shipments spa – Inspection, Control and Sampling Department
3	Customer or principal of the service	the one who contractually requests the inspection activities from the body
4	Inspector	person who, on behalf of the OdI, carries out inspection activities
5	Inspection	examination of a conformity assessment object and determination of their compliance with detailed requirements or, on the basis of professional judgment, with general requirements
6	DICC	Inspection, Control and Sampling Department

### 5 RESPONSIBILITY

These regulations describe in detail the responsibilities, rights and duties that BASE spa "Inspection, Control and Sampling Department" has towards customers and vice versa in the fulfilment of the contractual relationship relating to inspection activities.

#### 5.1 CUSTOMER RESPONSIBILITIES

By appointing the client, the client assumes the following rights and obligations:

- must assign the assignment for the execution of the mandate limited to the services of the professional activity carried out by BASE SPA;
- it must provide precise and clear instructions in writing, including the possible 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 correct execution of the service
- accepts the condition that for the execution of the mandate BASE SPA may use, under its own responsibility, both employees and qualified external collaborators of trust.
- If you also request the sending of the sample(s) for analysis, you can indicate the laboratory you trust, or accept that Base Spa sends it to one of the laboratories in the GAFTA Register of Approved Analysts (<https://www.gafta.com/Membership-Directory/analysts>), without prejudice to the principle that Base Spa can never be held responsible for the results of laboratory tests.

- Inspectors of the Accreditation Body (Accredia) have the right to participate in the inspection activities , subject to prior notice. Accepts the obligation to suspend inspection activities in the event of non-acceptance by customers of the presence of Accredia Inspectors in inspection activities.
- The customer has the right to request sampling activities without shipping the samples to the analysis laboratory.

## 5.2 BASIC RESPONSIBILITY SPA

By accepting the assignment, BASE SPA assumes the following rights and obligations:

- carry out the service in compliance with the principles of independence and impartiality,
- Confidentiality of the information acquired
- Use only qualified personnel in accordance with internal procedures
- ensure that staff have received appropriate safety training
- The inspection activity carried out by BASE spa does not exempt the customer from the legal obligations deriving from the products, processes and services supplied and from the contractual obligations towards its customers with the exclusion of any liability or warranty obligation on the part of BASE spa.
- No responsibility 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 the inspection service is to be provided outside the national territory (Italy), Base Spa will have the inspection service carried out by a qualified correspondent (subcontractor) (GAFTA) giving prior information to the customer.
- If the customer requests the sending of samples, taken from the product during the inspection, to a testing or analysis laboratory, BASE spa is required to send these samples to an analysis laboratory accredited by UNICEI EN ISO / IEC 17025 and included in the GAFTA Register of Approved Analysts (<https://www.gafta.com/Membership-Directory/analysts>). BASE spa is not responsible for the results or the conduct of tests and analyses by these laboratories. Base spa is responsible for sending the analysis reports of these laboratories to the customer as an attachment to the inspection report/certificate.

## 6 DISTRIBUTION

These regulations are always available on the Base SpA website and are sent by BASE spa to interested parties on the occasion of the first order. In any case, customers intending to enter into a contract with BASE SpA or who have already entered into such a contract can always request a copy (even if available on the <https://www.basespa.com/website> ). The latest update of the regulations is published on the website and in each email communicating to the customer, please note that the customer must consult the website to check for any updates to the regulations themselves. The updating of the Regulations does not entail new issues of offers already subscribed which remain valid unless the customer formally expresses the desire to withdraw. Base SpA always applies the latest revision of these regulations and it is the customer's responsibility to verify the issue of updates in the specific section of the website and to comply.

## 7 IMPARTIALITY AND INDEPENDENCE

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

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

In such exceptional cases, the customer is made aware of 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 the verification activities, guarantees that it will carry out the verification activities with the utmost professional integrity and the technical competence required in the specific field and will not be conditioned by pressures or incentives, especially of a financial nature, that may influence their judgement or the results of their verification activities, in particular if they come from persons or groups of persons affected by the results of the verifications.

To this end, see the "Declaration of Impartiality" on the website [www.basespa.com](http://www.basespa.com)

## 8 CONFIDENTIALITY

BASE SPA - "Inspection, Control and Sampling Department" is responsible, as a result of legally valid commitments, for the management of all information obtained or produced during the execution of inspection activities. BASE SPA will inform the customer, in advance, of the information it intends to make public, or what has been 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.

Information concerning the customer obtained from sources other than the customer will be treated by BASE SPA as confidential information.

BASE SPA guarantees the confidentiality of all information and all documents owned by the customer / mandates of which the staff of BASE spa may become aware and of 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 the interested individual, must, unless prohibited by law, be warned of the information provided.

## 9 METHODS OF CARRYING OUT INSPECTION, CONTROL AND SAMPLING ACTIVITIES

The general methods of carrying out inspection activities are in accordance with the requirements of the UNI CEI EN ISO/IEC 17020 standard and the internal procedures of BASE SPA - Inspection, Control and Sampling Department.

The inspection activity is planned through an "Inspection Plan" which reports the main phases in which the inspection itself takes place. Within the Inspection Plan there is the name of the inspector who will carry out the activity. The customer has the right to object to the inspector up to 24 hours before the execution of the inspection, notifying Base SpA by email.

The Inspection Plan provides for a verification of the impartiality of the inspection activity to be carried out.

The resp. of BASE SPA plans the inspection activity to be carried out in accordance with the 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 regulatory and technical reference documents, as well as the particular requirements of the customer. The Inspector is not entitled to question methods, standards or other contractual documents or to endorse any deviations from the requirements.

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

The checks will be carried out according to the regulations

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

And according to specific internal procedures of Base SpA.

In their latest state of revision/update.

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

Samples will be held at BASE SpA warehouses as required by GAFTA Rules 124 (§ 9.3.1) for a minimum time of 3 months, unless otherwise agreed between the parties. The samples are stored in special rooms such as to ensure correct conservation in order to avoid damage and deterioration. The samples are kept in a special room on appropriately identified shelves.

### Subcontracting

Inspection and sampling activities may be partially or fully subcontracted to third parties depending on logistics; in this case, the customer will be informed in advance.

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

BASE SPA assumes full responsibility for any activity entrusted to the outside and guarantees that the person to whom the subcontract is entrusted is competent and complies with the applicable regulatory provisions and is not involved with the design, production, purchase, sale brokerage, 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 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 of the inspection activity only to inspection companies, is the most frequent case. In this case, they are chosen by the manager of BASE SPA on the basis of the following qualification criteria:

- Competence of the inspection staff
- Entry into GAFTA Supervisor Records
- Proven quality of service (based on previous experience or market news).

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

- ISO 17020 Accreditation

- Entry into GAFTA Supervisor Records
- Proven quality of service (based on previous experience or market news).

The final responsibility towards the customer/customer for determining compliance with the requirements remains in any case the responsibility of BASE S.p.A.

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

The resp. of the DICC verifies that the laboratories are included in the GAFTA 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 the Laboratory Certificates and transmits them to customers without expressing judgments on the merits of the results. The responsibility of BASE spa is limited to the collection of samples and sending them to GAFTA qualified and ISO 17025 accredited laboratories.

#### **Use of the Accredia trademark**

No trademark of BASE SPA or third parties is issued for use by the customer following the inspection activity. In fact, the Accredia RG-09 regulation precludes customers of Inspection Bodies from using the Accredia brand. Furthermore, BASE SPA does not issue labels on the inspected items, as the application is not practicable.

#### **Inspection Reports**

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

During the Inspection activity according to GAFTA standards, there are no surveys, but an assessment of 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 Inspector of BASE spa expresses an overall and synthetic judgment of conformity or non-conformity.

With regard to the conduct of the inspection:

**Compliant:** the Inspection has been conducted according to the contractual requirements and according to the applicable special standards and rules

**Non-compliant: it** was not possible to conduct the Inspection according to the contractual requirements; in this case the reason will be specified and communicated to the customer.

Regarding 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 quality of the product differs from the standard one with the customer's additional specifications due to the intrinsic characteristics of the product and/or as a result of alterations of the product during transport / storage.

In this case, if the finding 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 that is considered outdated and which is cited in the amended report.

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

Inspection reports/certificates are not auditable.

## **10 COMPLAINTS, APPEALS AND LITIGATION**

### **10.1 Complaints**

Complaints from customers or other interested parties can also be submitted before the inspector intervenes in the field and must be submitted by registered mail or certified email to the attention of BASE SPA - Inspections, Controls and Sampling Department. However, it is possible to manage complaints received by the principal / customer by telephone or personally from other staff of the SB through the application of the procedure of the management system of BASE SPA.

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

In the communication, in addition to the references of the Report in respect of which the complaint is made, the reason for the complaint must also be indicated.

If the complaint does not contain all the necessary information, the Director of BASE SPA - Inspections, controls and sampling department, contacts the customer for the necessary clarifications.

The Head of BASE SPA - Inspections, Controls and Sampling Department, upon receipt of the complaint, assigns the Procedure to a person of BASE spa who is not directly involved in the activity subject to the complaint.

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

At the end of the analysis (carried out within 2 months from the date of receipt of the complaint itself) the Procedure Manager will communicate the results of the analysis carried out to the Director of BASE spa - Inspections, Controls and Sampling Department, on the basis of which the response will be drawn up for the Customer / interested party who has submitted the complaint.

BASE SPA notifies the customer of 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 by certified email 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 with respect to which the appeal is made.

This letter must contain the references of the Organization making the appeal, all the references that may contribute to the identification of the object with respect to which the appeal is made, the reasons (including any supporting attachments), the signature of 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 constitutes an element for not following up the appeal; in such cases, the Body will send the sender a communication with the reasons.

The Manager of BASE SPA - Inspections, Controls and Sampling Department, upon receipt of the appeal, assigns the Procedure to a person of BASE spa not directly involved in the Verification subject of the Appeal.

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

At the end of the analysis (carried out within 5 working days from the date of receipt of the appeal itself) the Person in charge of the Procedure will communicate to the AU the results of the analysis carried out, on the basis of which the response will be drawn up for the Client/Organization that has filed the appeal.

OdI notifies the customer both of the acceptance / rejection of the appeal, within 3 days of the decision, and of 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 an Audit, including those relating to its validity, interpretation, execution and termination, will be referred to the exclusive jurisdiction of the Court of Livorno;

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

## 11 PRICING AND BILLING

The rates of BASE spa relating to the inspection are reported in the individual offers drawn up specifically for each customer.

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

The following also applies:

- A. if the customer cancels the inspection activities scheduled within 20 working days prior to the date already agreed in writing, BASE SPA reserves the right to charge the amount of the inspection;
- B. in the event of interruption of activities due to any reason attributable to the customer, the customer receives an invoice from BASE spa relating to all the services performed up to the time of the interruption;
- C. in the event of 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 up to the time of the interruption;
- D. in the event of interruption due to a decision by BASE spa for any reason, the customer receives an invoice from BASE spa relating to all the services performed up to the time of the interruption;
- E. After acceptance of the order, it is in principle no longer possible to change the contract documents; however, BASE spa reserves the right to revise the contractual documents if, in the course of its activities, it finds changes with respect to the conditions declared by the customer on the basis of which the offer was issued.

## 12 PROTECTION OF PERSONAL DATA

### 12.1 Processing of personal data

Pursuant to Regulation (EU) no. 2016/679 on the protection of natural persons with regard to the processing of personal data ("General Data Protection Regulation") and Legislative Decree no. 196/2003 as amended ("Privacy Code"), the personal data directly provided by the Customer or through third parties, are and will be processed by

BASE SPA - and in particular recorded and stored in a database - in order to ensure the correct performance of contractual relations with the Customer. Special categories of data as well as criminal data pursuant to, respectively, art. 9 and 10 of the General Data Protection Regulation may be required as a mandatory condition for the issuance of the inspection report and will be processed solely for the purpose of providing the requested service, according to adequate technical and organizational security measures.

In relation to the aforementioned purposes, the processing of requested data (hereinafter, the "Data") is carried out using computerized, manual and telematic tools, with logics strictly related to the purposes themselves and, in any case, in such a way as to guarantee the security and confidentiality of the data.

The provision of Customer Data is therefore essential in relation to the proper performance of contractual relations with BASE spa, with the consequence that any refusal to provide them will make it impossible for BASE spa to carry out the same relationships.

The Data will be processed for the time strictly necessary to carry out the contractual relations with the Customer, without prejudice to the storage of the 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 service performed, to comply with the legal and regulatory obligations envisaged.

The Data may be communicated by BASE SPA, within the scope of their 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 field and, in general, to any public or private entity whose communication is 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 independent data controllers.

## 12.2 Data Controller

The "Data Controller" is BASE S.p.A., with registered office in Via Fabio Filzi 31, Livorno. Pursuant to art. 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 processing, as well as the portability of their data by sending a specific request to the address of the DPO: [basespa@base.basespa.com](mailto:basespa@base.basespa.com).

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

The list of specifically appointed external data processors who process the Data is available from the Data Controller.

## 12.3 Consent to processing

By accepting these Regulations, the Client consents that the Data may be processed for the purposes indicated above and shall also be communicated and disseminated within the scope of the purposes set out above.

## 12.4 Data Breach

In the event of a data breach of personal data, the data controller shall notify the supervisory authority of the breach (in cases where serious risks to the rights and freedoms of the data subjects arise) without undue delay within 72 hours of becoming aware of it. In the event of delay in communication, everything is justified in writing.

Any violations are documented through the Data Breach Log. The personal data controller shall also notify the data subject of the breach without undue delay by email, in plain and clear language, communicating, for example, the likely consequences of the personal data breach and the measures taken to remedy the breach. In the event of a personal data breach, the company can use the support of a special IT service provider.

Base SpA

*The Sole Director*

Signature and Stamp for Customer Acceptance

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