

# Certification Regulations and General Contract Conditions

## Risk Manager

(Entry – Professional - Advanced)



### Index of revisions

REVISION	DATE	DESCRIPTION
00	December 2021	First Issue
01	February 2022	Exam registration limit
02	February 2023	Update conditions of acceptance regulations and purchase order.
03	May 2023	Introduced the deadline of one year beyond which to take the exam.
04	August 2024	Renewal costs changed and certificate reactivation concept introduced.

## 1. PURPOSE

These Regulations and the General Conditions have the purpose of regulating the relationships between Lighthouse Worldwide Certification SAGL, which operates as a personnel certification body, and individuals who require certification of their skills as professional figures defined in the Rimap Proprietary Standard. LHWC acts as a service provider on behalf of the Federation of European Risk Management Associations (FERMA) with registered address in Avenue de Tervuren 273, 1150 Brussels, Belgium. The principles and requirements for obtaining the certification comply with the provisions of FERMA's Rimap Proprietary Standard .

The certification applies to the natural person who requests it; it is therefore not applicable to companies / organizations.

## 2. TERMS, DEFINITIONS AND REFERENCES

Certification process: activities by which a certification body establishes that a person meets the certification requirements, including the application, assessment, certification exam, maintenance and renewal of certification.

Certificate: document issued by an organization according to the provisions of the UNI CEI EN ISO / IEC 17024: 2012 standard, indicating that the person appointed has met the certification requirements.

Certification scheme: set of competence requirements and other requirements relevant to the specific profession to be certified.

Certification Requirements: set of specified requirements, including the scheme requirements to be met in order to issue or maintain certification.

Competence: ability to apply knowledge and skills in order to achieve pre-established results.

Evaluation: process that allows verification that a person meets the requirements of the certification scheme.

Applicant: person who has submitted an application to be admitted to the certification process.

Candidate: applicant who possesses the specified prerequisites and has been admitted to the certification process.

Examiner: a person who has the competence to conduct an examination and, where such an examination requires professional judgment, evaluate the results.



Technical Committee: Technical Committee composed of at least 2 resources with skills in training and certification.

Exam: activities that are part of the assessment, which allow measurement of the competence of a candidate by one or more means such as written, oral, practical, or direct observation, as defined in the certification scheme.

EEE: External Examination Body which may coincide with the LHWC itself or with a third party who has obtained the Qualification Certificate from FERMA.

Certified person: person who has successfully passed all of the assessments to whom the certificate is issued and who is entered in the register of certified persons.

LHWC: Lighthouse Worldwide Certification SAGL.

FERMA: Federation of European Risk Management Association.

### **3. GENERAL CONDITIONS**

3.1 LHWC, for carrying out the certification activity, operates as a candidate assessment body.

In the case of external bodies, specifically in the context of the "Equivalence Program", FERMA will indicate which are the associations of National Risk Managers whose educational programs and exams are recognized by it and whose results are valid for obtaining the Certification. As part of this program, the national associations recognized by FERMA will directly manage the exams. The role of LHWC will therefore be limited to verifying the eligibility criteria of candidates and issuing the Certificates.

No responsibility is attributable to LHWC for any discrepancies or complaints concerning the Rimap Proprietary Standard or the activities carried out by the National Associations within their remit responsibility remains with the various national associations or to FERMA.

3.2 LHWC grants access to its services to applicants without any financial discrimination or other undue conditions. Recognizing the importance of impartiality in certification, the activities are carried out objectively, avoiding any conflicts of interest. In this regard, the evaluation of a particular candidate is not carried out by those who have trained said candidate in areas covered by this regulation. This constraint is also extended to the examiners of any qualified external bodies. FERMA has the right to deny or approve the admission to the examination of candidates for certification as well as indicate candidates enrolled in the association or external.

3.3 All functions involved in the certification process are bound by compliance with the LHWC Code of Ethics. The certification is issued following the positive evaluation of each

candidate based on the completeness of the documentation provided and on the results of written and oral tests.

3.4 By sending the certification request to LHWC, the candidate agrees to adhere to the certification scheme and accepts all the phases of the assessment, certification and registration process described below. To obtain and maintain the certification, the applicant must comply with and document the application of all applicable requirements of the reference standard for certification, the additional requirements defined by FERMA as well as the requirements of this regulation and those referred to therein.

3.5 Candidates are required to comply with the rules of conduct in order to protect the safety of people and things, as well as any other agreed confidentiality element.

3.6 Certification is voluntary and the applicant, by sending the certification request, adheres to this scheme and accepts all the phases of the evaluation process described in the following points of these Technical Regulations.

All phases relating to Certification and maintenance are carried out by LHWC with a guarantee of confidentiality and security towards third parties, in compliance with the provisions of the Personal Data Protection Regulations.

Candidates are required to comply with the rules of conduct in order to protect the safety of people and things.

#### **4. CERTIFIED FIGURES**

The professional figures covered by this regulation are:

- "ENTRY"
- "PROFESSIONAL"
- "ADVANCED"

#### **5. CERTIFICATION PROCESS**

The applicant who wants to be certified has the option of requesting information from LHWC on the certification process via e-mail or the website or directly to FERMA.

##### **5.1 REQUIREMENTS FOR CERTIFICATION**

Starting from January 1, 2022, Ferma applies the new standards and levels for certification listed below, the previous regulation is considered outdated.

In order to apply for certification, the candidate must be in possession of the minimum requirements envisaged for the individual professional figures covered by this Regulation according to the Rimap Proprietary Standard.

The table below lists all the qualifications recognized for the certification in question and the minimum requirements.



**FERMA**



### Rimap Proprietary Regulation

Entry	Professional	Advanced
<ul style="list-style-type: none"> <li>• <u>Succeed Rimap exam</u></li> <li>• <u>No or less than 3 experience in risk/insurance management related profession</u></li> <li>• <u>To be renewed every 3 years by continuous education system</u></li> <li>• <u>upgrade to professional level by showing proof of minimum 3 years employment in risk/insurance related profession</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Succeed Rimap exam</u></li> <li>• <u>More than 3 years experience in risk/insurance management related profession</u></li> <li>• <u>To be renewed every 3 years by continuous education system</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Succeed Rimap exam</u></li> <li>• <u>More than 10 years experience in risk/insurance management profession</u></li> <li>• <u>Take part in FERMA advanced workshop</u></li> <li>• <u>To be renewed every 3 years by continuous education system</u></li> </ul>

[www.ferma.eu](http://www.ferma.eu)

It is specified that the years of experience in risk / insurance management must be calculated as follows:

- Professional level: 3 years, even if not continuous, in the 5 years preceding the request for certification and / or upgrade;
- Advanced level: 10 years, even if not continuous, in the 15 years preceding the request for certification and / or upgrade.

#### 5.2 APPLICATION FOR CERTIFICATION

Having read the general conditions of sale, the Certification Regulations, the Code of Ethics and the information on privacy, the applicant places the order in the LHWC shop by filling in the form for the transmission of his data.

With the execution of the order, the payment and the transmission of the requested data, the applicant accepts the economic conditions and the general conditions of the contract and those foreseen by the present regulation.

If for any reason the application for certification cannot be accepted, LHWC informs the applicant and FERMA with the reasons.

Depending on the type of certification process, the LHWC Administration Office reserves the right to request any additional information / documents.

### 5.3 EVALUATION OF CANDIDATURES

The suitability assessment of the applicant, for the purpose of issuing the LHWC certification, takes place through the following stages:

1. Evaluation by the Administration Office of the documentation received (if applicable) and verification of the presence of the required requirements.
2. Request from the applicant for any additional documentation.
3. Confirmation, by e-mail (Order Confirmation), of acceptance of the application and admission to the certification process.
4. Full payment of the certification fee.

### 5.4 TRAINING COURSES AND STUDY MATERIAL

After payment, the candidate will receive his/her credentials to access the certification platform and will have to follow the instructions concerning the activities to be carried out to obtain the certification. In particular, release the declaration of eligibility and upload the required documents. In order to access the exam, in order to obtain certification, the candidate is required to attend a specific training course and / or study the documentation prepared by FERMA or by the National Associations recognized by FERMA. The subjects, the specific contents and the methods of delivery of the course or the study of the subject are defined by FERMA.

Candidates for which FERMA has given approval are admitted to the exam.

### 5.5 CONDUCT OF EXAMS

#### 5.5.1 EXAM SESSIONS

The exam sessions are managed internally by LHWC according to an annual plan indicated by FERMA.

The candidate, to access the exam, is required to pay the fee provided for in the registration form, to respect the instructions provided in relation to the execution of the exam and in particular to show up on the date, time and on the platform computer science indicated by LHWC.

Any inappropriate behavior by the candidate during the exam will be recorded and considered for the purposes of the certification decision.

It will be the Examiner's responsibility to prepare the exam tests at least one day before the exam session.

The questions and correct answers beyond the principles to be able to pass the exam are established by FERMA.

Candidates must take the exam within one year of receiving the credentials to access the platform. After this deadline it will no longer be possible to take the exam. If a candidate wants to take the exam after one year, the process must start from the beginning, with the request for admission and the payment of the fees. Exclusions can be decided by Ferma but only in the face of proven situations of the candidate that prevented him from taking the exam (illness, serious personal reasons, etc.)

In the event that a candidate takes the exam but does not pass it, he/she will be able to take other exams, but at the latest within 6 months of the last exam he/she did not pass. For all candidates already registered for certification on 1 January 2023, the deadline to take the exam is 31 December 2023.

#### 5.5.2 MONITORING OF THE CONDITIONS FOR MANAGING THE EXAMS

Before the exam, LHWC checks the conditions for managing the exam platform and any requests from candidates, all in accordance with suitable criteria to put candidates in the best working conditions.

#### 5.5.3 METHODS OF CONDUCTING THE EXAMS (REMOTE)

Exams are carried out remotely using dedicated platforms. LHWC will provide candidates with the necessary information relating to the examination procedure envisaged.

#### 5.5.4 SUBJECTS OF EXAMINATION

The written tests last 2 hour each and consist of multiple-choice tests of 100 questions. The candidate scores 1 point for each correct answer and zero points for each incorrect answer.

The questions are multiple choice of which only one of the 1 proposed is the correct one. To pass the exam it is necessary to obtain at least 70 points.

#### 5.5.5 EXAMINERS

The examination is conducted by an examination committee, composed of one or more qualified LHWC examiners who are required to:

- to maintain the confidentiality of the exams
- to abide by objectivity criteria in the evaluation
- to communicate any ties and relationships and conflicting interests that could compromise their impartiality and confidentiality in the performance of their functions.
- compliance with this regulation.

### 5.6 CONDUCT OF EXAMS

#### 5.6.1 EXAM SESSIONS

The exam sessions are managed internally by LHWC according to an annual plan agreed with FERMA.



The candidate, to access the learning material and exam, is required to pay the fee detailed in the registration form, to respect the instructions provided in relation to the execution of the exam and in particular to show up on the date, time and on the platform computer science indicated by LHWC.

Any inappropriate behavior by the candidate during the exam will be recorded and considered for the purposes of the certification decision.

The questions and correct answers beyond the principles to be able to pass the exam are established by FERMA.

Candidates can register for an exam date up to 6 pm of the 2 days prior to the exam, after this deadline it will not be possible to change the exam date except for proven reasons. After enrollment and after this deadline, candidates will no longer be allowed to access the study material but it will be possible to take a make exam.

#### 5.6.2 MONITORING OF THE CONDITIONS FOR MANAGING THE EXAMS

Before the exam, LHWC checks the conditions for managing the exam platform and any requests from candidates, all in accordance with suitable criteria to put candidates in the best working conditions.

#### 5.6.3 METHODS OF CONDUCTING THE EXAMS (REMOTE)

Exams are carried out remotely using dedicated platforms. LHWC will provide candidates with the necessary information relating to the examination procedure envisaged.

#### 5.6.4 EXAMINATION PROCESS

The Examination Board of LHWC or the external Examination Center identifies those present (by checking a valid identity document).

The Examiner must clarify the methodology of the exams to the candidate before the start of his or her exam.

It is the Examiner's duty to check that the examination tests take place within the established time frame.

At the end of the exam, the Examination Committee communicates the outcome of the exam and of the individual tests to the candidate also automatically through the exam platform. At the end of the exam day, the Commission draws up the report and the list of those who passed the exam.

#### 5.6.5 EVALUATION CRITERIA

The evaluation of the exams carried out is the exclusive competence of the Examination Commission.

The Commission must use, for the evaluation of the examination tests, specific evaluation grids, prepared in advance for each examination module in order to ensure the objectivity of its evaluation.

#### 5.6.6 REPEAT EXAMINATION

Candidates who have not passed the exam have the right to repeat it a second time, by paying a fee established by FERMA, in a subsequent session chosen by the candidate.

#### 5.6.7 SECURITY

During the exams, the remote presence of Commissioners and Examiners is guaranteed in the number necessary to check the correct performance of the same (e.g. control of any attempt to use unauthorized help by the participants, comparison of the results to prevent any fraud etc. ).

To protect the proper conduct of the exams, candidates are required not to disclose the content or employ fraudulent practices relating to the removal of exam material.

#### 5.7 ISSUE OF CERTIFICATION AFTER PASSING THE EXAM

In the event that the subject has passed the exam, the Examination Committee sends the examination report and the list of people who have successfully passed the session via e-mail to the LHWC Technical Committee.

The Technical Committee carries out an assessment relating to the documentation acquired, the results of the tests passed and the overall outcome of the examination. In case of discrepancies in the documentation or the need for further information, it may ask the Examination Board for information.

Following a positive evaluation, the Technical Committee inserts the list of people who have passed the exam in a special register held by LHWC, also accompanied by the reference data of the subjects themselves.

The Administration Office, after verifying the completeness and suitability of the documentation submitted by the applicant, which certifies the possession of the prerequisites required according to the type of certification process, prepares the certificate to be signed by the President.

The Technical Committee, within ten working days of the examination, issues the Certificate by sending it via-email to FERMA together with specific tables relating to the examination results and summaries. The e-mail indicates the methods of delivery of the paper certificate and / or the procedure for downloading the digital certificate.

The Certificate contains the following data:

- name, surname of the certified person
- issue date and expiry date if any
- unique code that identifies the document
- type of Certification
- logo of FERMA
- signature of the President, which guarantees legal value and authenticity, preventing any counterfeiting

#### 5.8 REGISTER OF CERTIFIED PERSONS

The Administration office, once it receives the list of people who have successfully passed the exams and after carrying out a specific assessment on the individual, prepares and updates the electronic register of certified persons. The data of the certified persons and their certificate are published on the FERMA and LHWC website.

#### 5.9.1 VALIDITY OF THE CERTIFICATION, RENEWAL AND REACTIVATION

*The certification has validity decided by FERMA, starting from the registration in the LHWC electronic register of certified persons.*

*Any changes to the validity or to the requirements for maintaining the Certification will be decided by FERMA.*

*The certified subject has the right to give notice, with written communication, at least 3 months before the annual deadline. Failure or late communication does not absolve the payment of the maintenance fee for the following year if foreseen.*

*In the event that, during the validity of the certification, there are name updates decided by FERMA, the association will inform the certified person indicating the necessary update (e.g. new examination tests, evidence, professional development). In the event that the person decides not to adapt to the updates, this will result in suspension from the Register and cancellation of the certification by LHWC.*

*Starting from January 1, 2022, Ferma has decided that the certificates will be valid for three years from the date of passing the exam. All Rimap certificates issued up to 31 December 2021 will be valid until 1 January 2025, on this date they will expire.*

*Upon expiry of their validity the certificates can be renewed according to the rules of the Rimap Proprietary Regulation, candidates must:*

- submit a specific renewal request to LHWC and sending the necessary documentation (proof of meeting the CPD requirements) in addition to the requested declaration;*
- have fulfilled the requirements of the continuous education system CPD of Ferma in the 3 previous years.*

*Certificates expired for more than 6 months can be reactivated upon request to LHWC, candidates must:*

- submit a specific reactivation request to LHWC*
- have paid the reactivation fee as per LHWC published rates.*

*The renewal and reactivation request will be evaluated by the LHWC Technical Committee and the issue will follow the procedure set out in point 5.7 except for the exams. Subsequently, the certificate will be entered in the Certification Register.*

#### 5.9.2 UPGRADE TO THE HIGHER LEVEL OF CERTIFICATION

*If the candidates, subsequently having obtained the certification, have reached the experience requirements foreseen by the Rimap Proprietary Regulation for obtaining the higher Professional or Advanced level, they will be able to apply to obtain the new level. The possibility of accessing the higher level of certification is also extended to candidates*

with certification issued until 31 December 2021 if they fulfill the experience requirements. Candidates they will have to:

- submit a specific upgrade request to LHWC and sending the necessary documentation demonstrating achievement of the next level (CV, Workshop diploma, etc.);
- have paid the upgrade fee as per LHWC published rates.

For all certificates the expiry date of the new certificate with the upgrade will be the one provided for by the lower level certificate.

The verification of the requirements, the issue of the new certificate and the inclusion in the register of valid certificates follows the same verification procedure as for the first issue or renewal.

## 5.10 SUSPENSION, REVOCATION AND CANCELLATION OF THE CERTIFICATION

5.10.1 FERMA, also on the recommendation of LHWC, has the right to suspend, revoke or cancel the certification at any time during the duration of the contract with notification by registered letter with acknowledgment of receipt, or equivalent, if one or more of the conditions reported are verified. FERMA will define the reasons for the measure taken, indicating if applicable the actions necessary to reactivate the certificate and communicating the terms and conditions for the use of the certification.

5.10.2 The revocation and cancellation of the certification entail the termination of the related contract with the person in question and the obligation for the latter to return its certificate of conformity to FERMA, while at the same time ceasing any reference to it.

5.10.3 The certification can also be canceled by FERMA in the event that the certified person makes a voluntary request to terminate the current contractual relationship (by registered letter with return receipt).

### 5.10.4 Suspension of certification:

The certification can be suspended for a maximum period of 6 months, if one or more of these conditions occur:

- in the presence of serious deficiencies in the activity carried out by the certified person, following complaints, legal actions and other objective evidence
- in the event that the certified person makes incorrect or misleading use of the certification
- in the event that the certified person is in default of his contractual obligations of an economic nature assumed for enrollment, carrying out the examinations and maintaining the certificate
- in the event that the certified person requests suspension.

### 5.10.5 Withdrawal of certification:

The certification can be revoked by LHWC if one or more of these conditions occur:

- in the event that the above situations persist, despite the implementation of the suspension measure.
- in the event that the seriousness of the certified person's behavior, supported by irrefutable objective evidence, makes it necessary to protect the image of FERMA with drastic and urgent measures, simultaneously resorting to legal action against the certified person.

## **6. USE OF THE CERTIFICATE AND THE TRADEMARK**

The certified person can use the FERMA certificate and the certification mark only in full compliance with the certification regulation, in particular:

- by fully reproducing the certificate issued and transmitted by FERMA without making any changes to it, it is possible to enlarge or reduce it proportionally but in such a way that it is fully legible in all its parts;
- the certificate and the certification mark must not be used in a misleading manner and only in relation to the subject of the certification;
- these provisions are valid in relation to any medium used for reproduction (paper or digital);
- the use of the certification mark is optional, it can be obtained with a specific request to FERMA
- the certification mark can be associated with the name of the certified person but not with an entity, legal person, firm, company, etc. of belonging;
- the use of the certification mark must be implemented only in relation to the certification obtained, avoiding that third parties may intend that the certification is extended to other areas;
- the trademark can only be inserted in the documentation of the certified person such as websites, social networks, headed paper and envelopes, CVs, contracts, promotional offers, commercial proposals, invoices, business cards and e-mails.

If the use of the certificate or certification mark is not included in this list, the certified person is required to contact FERMA in order to obtain appropriate authorization.

In case of violation of this regulation and improper use of the certificate and of the certification mark, FERMA will order the termination by e-mail communication to the certified person. If after 10 days of receipt of the communication, improper use persists, as well as in the event of reoffending, FERMA has the right to revoke the certification.

FERMA assumes no responsibility in the event of damage to third parties resulting from improper use of the certification and the certification mark.

## **7. UPDATING OF PERSONAL DATA**

The candidate and certified persons are required to update their personal data, in particular their addresses and contact details, on the dedicated platform by accessing their account. Otherwise, any issues with communication or updates cannot be the responsibility of LHWC or FERMA.

## **8. LANGUAGE USED**

The language used for each activity of this certification is English.

## **9. GENERAL TERMS**

9.1 These General Conditions are applicable to certification activities of persons.

### **9.2 METHOD OF CONCLUSION OF CONTRACTS**

The contract is concluded following the sending of the certification request by the Candidate (Order) and the subsequent admission to the process by LHWC.

### **9.3 FEE FOR THE ACTIVITIES CARRIED OUT BY LHWC AND FERMA**

9.3.1 The candidate undertakes to pay LHWC the amounts indicated in the Contract according to the published rates.

9.3.2 If, after the conclusion of the Contract, legislative or technical regulatory changes occur such as to affect the type and / or quantity and / or quality of the activities to be carried out or, in any case, changes such as to lead to an increase in costs, it will be entitled to LHWC unilaterally withdraw from the contract and / or issue an additional Offer aimed at recalculating the agreed consideration which may or may not be accepted by the Candidate.

9.3.3 Without prejudice to any special conditions indicated in the Contract, the amounts due by the Candidate by way of consideration will be paid by the Candidate within 30 days from the date of issue of the invoice through the LHWC platform within the terms indicated. In any case, the total amount due must be paid before the release of personal credentials for access to the platform where the study material will be available and where the exams will take place, even if the deadline is less than 30 days from the issue of the invoice. The amounts due must also be paid prior to the issuance of certificates in the event of renewals or upgrades.

9.3.4 The fees provided for in the Contract are also due in the event of a negative assessment of compliance with the requirements of this regulation and, therefore, also in the event of failure to issue a Certificate or failure to pass an examination.

9.3.5 Failure to submit the Candidate to the final examination, for any reason dependent on the Candidate, does not exempt him from paying the entire agreed amount.

## **10. DURATION, TERMINATION AND TERMINATION OF THE CONTRACT**

The effectiveness of the Contract begins upon acceptance by LHWC of the Candidate and ceases in the cases of revocation, withdrawal and termination provided for in these General Conditions.

## **11. LHWC'S OBLIGATIONS AND RIGHTS - EXCLUSIONS**

11.1 By means of the contract, LHWC undertakes to carry out the conformity assessment activities specifically indicated in the Certification Regulations and in the General Conditions for the Candidate.

11.2 LHWC undertakes at the end of the evaluation activities concluded with positive outcome to issue the relative Certificate.

11.3 LHWC as a third party, independent and impartial body does not make any predictions regarding the outcome of the Candidate's conformity assessments and assumes no obligation regarding the positive outcome of the assessments themselves. In the event of a negative outcome of the assessments of compliance with the requirements, it will not issue any Certificate. Failure to issue the Certificate in all the aforementioned cases does not constitute a breach of contractual obligations with the consequence that the candidate will not be entitled to any reimbursement.

11.4 LHWC as an independent and impartial third party conformity assessment body cannot and will not carry out any consultancy activity towards the Candidate other than providing the indications provided for by the regulations for the certification procedure.

11.5 The Candidate guarantees the truthfulness and compliance of the documentation, information and technical data provided and consequently assumes all responsibility for sending untrue, partial and / or incomplete information. The Candidate also undertakes to indemnify LHWC and FERMA against any claim from third parties and / or any further detrimental consequence deriving from the documentation, information and technical data provided.

11.6 The Candidate undertakes to promptly and in advance inform LHWC on the occasion of any changes in personal requirements that could affect the validity of the Certification issued.

## **12. RIGHT TO CONFIDENTIALITY**

LHWC undertakes to maintain the strictest confidentiality on the information, technical data and documentation provided by the Candidate, as well as on any other information of which it has become aware on the occasion or due to the performance of the Evaluation of conformity object of the Contract. This is without prejudice to the information obligations provided by law towards the Notification Authorities, the Market Supervisory Authorities, as well as towards the Judicial Authorities.

## **13. CHANGES TO THE CERTIFICATION PROCEDURE**

LHWC reserves the right to modify the certification procedures in case of replacement, modification and / or amendment of the Rimap (FERMA) Proprietary Standard, of the reference regulatory documents, or of the reference technical standards.

#### **14. CAUSES OF FORCE MAJEURE**

LHWC will not be liable for delays, nor more generally for the imperfect or non-execution of the obligations arising from the Contract that are caused by force majeure. Force majeure means any event which is not dependent on LHWC's will or ability and which therefore escapes its control and which is unpredictable. Natural disasters, wars, revolutions, strikes, acts of the public authority, interruptions in the supply of electricity, etc. are considered as such, without this listing being mandatory and exhaustive. Force majeure will suspend the execution of the contract for the duration of the event that determines it. If the case of force majeure involves the suspension of the contract for a period exceeding six months, each party will have the right to withdraw from the contract itself, by simple communication by registered letter.

#### **15. CERTIFICATION OF PERSONS**

The issue and maintenance of the certification of Persons have the sole purpose of verifying the professional requirements that exist for the Candidate himself, in compliance with the provisions contained in the legislation and / or in this reference document. The certification does not imply any guarantee on the part of LHWC towards the Candidate or third parties, regarding the correctness of the work and / or in any case the diligence of the same certified staff. The Candidate will therefore remain the only person responsible for the correct and diligent performance of the activities carried out by the certified personnel and therefore the Candidate himself undertakes to indemnify and indemnify LHWC and FERMA and its employees and auxiliaries from any third party claim, action or claim. connected to the execution of the activities under this contract.

#### **16. MANAGEMENT OF COMPLAINTS, APPEALS AND LITIGATIONS**

LHWC to the extent of its competence and responsibility handles complaints and appeals on its decisions regarding certification on the basis of the Complaints Procedure which provides for:

- the obligation to register and process each complaint or appeal, confirming to the complainant or appellant the receipt thereof within 30 days
- the initiation of a specific investigation, by the Technical Committee
- the communication of the final decision to the complainant or appellant

the adoption, if necessary, of any corrective action if the appeal or complaint has reported a deficiency by LHWC or FERMA.

In the case of a complaint relating to a certified person, the final decision may include the initiation of appropriate checks at the customer. The results of these checks are communicated to the complainant, in compliance with the confidentiality restrictions.



For any dispute between an interested party and LHWC or FERMA that is not resolved with the activities described in the previous cases (complaints and appeals), the intervention of the competent court must be used.

## **17. LEGAL TERMS**

17.1 By sending the certification request to LHWC, also through the appropriate digital platform or the website, the candidate accepts the contractual terms and conditions and certification regulations relating to the requested certification and all applicable general ones listed on the website [www.lhwc.ch](http://www.lhwc.ch).

17.2 Any dispute is governed by Swiss law according to the code of obligations and applicable ancillary regulations, any dispute arising in relation to it will be the exclusive competence of the District Court of Lugano.

17.3 Any discrepancies or complaints concerning the Rimap Proprietary Standard or the activities carried out by the National Associations within their scope are not the responsibility of LHWC but delegated directly to the various associations or to FERMA.