

## GENERAL TERMS AND CONDITIONS TO SUPPLY THE SERVICE

These General Terms and Conditions of supply are applicable to the relations between "Innovhub Stazioni Sperimentali per l'Industria" (hereafter, referred to as Innovhub SSI) and the Customer that requests Innovhub SSI to perform tests and provide the services indicated in the proposal attached.

### 1. PRICES AND PAYMENT TERMS AND CONDITIONS

The prices indicated do not include VAT.

The invoice will be issued when the results are delivered.

Invoice currency will be € (Euro).

Advance payment is required by individuals as well as foreign first time customers (i.e. based outside Italy).

### 2. TESTS PERFORMED AND METHODS USED

The Customer delegates Innovhub SSI to select the method to be used when signing the proposal. Innovhub SSI uses the following criteria to select the most appropriate method in the case of tests which can be performed using multiple methods:

- priority is given to standardized methods;
- definition of the most appropriate method in relation to the matrix and the purpose of the analysis (legal limits).

If the Customer prefers an alternative analysis method then the Customer must propose the alternative method to Innovhub SSI and Innovhub SSI will assess the method's suitability and applicability.

### 3. PROPOSAL ACCEPTANCE

The Customer accepts the proposal by transmitting a copy duly signed to the addresses indicated in the proposal concerned. Acceptance must be received from the nominee indicated in the invoice.

The priorities for samples under analysis are assigned on the basis of the date the samples are registered.

Possible urgent procedures agreed between the Customer and the laboratory/sector will attract a 30% urgency surcharge compared to the standard price.

### 4. SAMPLING

Every activity, procedure and/or method foreseen and/or requested concerning the creation, establishment or identification of the sample is defined a "sampling" activity and such sampling is agreed to be provided or performed at the Customer's expense and under its responsibility, unless

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other conditions are agreed in writing. A recommendation is made to adopt the official sampling methods. It is advisable to contact the Laboratory/Sector Manager or to consult the Company's intranet website for further details: <http://www.innovhub-ssi.it/>. On request, Innovhub SSI assures it is willing to provide information regarding "sampling" and preservation procedures, techniques and/or methods envisaged by mandatory and/or voluntary laws and regulations.

Where necessary, the samples must be accompanied by the respective technical and/or safety data sheet and/or any other document indicating the toxicity and risk warnings, handling, storage and product disposal precautions.

The Customer shall ensure that the quantity of material indicated in the proposal is sent, or however, the appropriate quantity and quality of material, in accordance with the type and number of tests requested.

## 5. SENDING SAMPLES

The samples sent for analysis must be accompanied by the estimate duly countersigned for acceptance, as well as by possible specifications, for example, preparing several copies of the test report or preparing the test report in a foreign language, sending the test report to an address other than the Customer's address and the possible requirement to return the samples and the material tested. If necessary, purchase order number (made by customer) should be mentioned. The material to be analyzed shall be delivered to Innovhub SSI under the Customer's responsibility and at its expense or at the expense and under the responsibility of a party duly appointed by the Customer, unless otherwise agreed in writing. However, the analysis performed shall always refer to the sample's condition at the time of delivery.

## 6. SUBCONTRACTS WITH EXTERNAL LABORATORIES

The tests are entrusted to laboratories which are qualified in accordance with the applicable Quality System procedures in the event of a subcontract and only in special cases or due to unforeseen circumstances.

In this case the Customer is informed in advance in the proposal and this information is included in the test report. Innovhub SSI is responsible towards the Customer for subcontracted work.

## 7. PRESENTATION OF RESULTS

The test report will refer to the sample examined on the basis of the wording or the references indicated on the label or on the packaging that contains the sample at the time of receipt.

The test results are only notified officially in the original Test Report; the transmission by fax or anticipating the Test Report by e-mail does not represent the official document.

The test results refer exclusively to the samples examined.

If the test report is reissued then the new test report will indicate: "The following Test Report cancels and substitutes the n°....".

## 8. STORING SAMPLES AND TEST REPORTS

Innovhub SSI will store the material examined for a period of three months from the date the Test Report is issued and will subsequently dispose of the samples when possible and if not otherwise agreed in the proposal. The possible return of samples must be requested in writing within the date indicated and shall be under the Customer's responsibility.

A copy of the Test Reports is stored in the archive for 10 years. The documentation related to the Test Reports is stored for at least 5 years.

## 9. VALIDITY

This proposal is valid for 60 days.

## 10. ACCREDITATION

Innovhub SSI operates under a Quality Assurance regime, in compliance with UNI CEI EN ISO/IEC 17025 standard and is subject to ACCREDIA accreditation.

The accreditation issued represents a *"Third-party attestation relating to a compliance assessment body that entails the formal demonstration of its competence to perform specific compliance assessment tasks."*

The aim is to protect the interests of final users, thereby ensuring the technical expertise of the persons performing the conformity tests in relation to specific standards or technical regulations. In fact, the laboratory has the capacity and adequate resources to meet the Customer's requirements to perform the accredited tests, as envisaged by the UNI CEI EN ISO/IEC 17025 standard.

The ACCREDIA Mark or any reference to accreditation shall not be used by clients of accredited laboratories, nor shall they be used in the documentation concerning a product, or be reported on a product. It is permitted to attach a copy of the test report.

ACCREDIA accreditation refers to the tests for which the laboratory has requested and obtained the accreditation in question. The up-to-date list of accredited tests may be consulted directly on the ACCREDIA website to which the Company's website also refers: <http://www.innovhub-ssi/>

## 11. OBLIGATION OF CONFIDENTIALITY

The parties undertake to maintain the strictest confidentiality and professional secrecy in relation to

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third parties regarding the other party's corporate organizational structure, the documentation relating to the agreement and all other information of which they become aware during the agreement in question (also after its termination).

In particular, each party shall take every precaution necessary in order to protect the professional secrecy and shall impose this obligation on its employees and/or consultants, including the employees and/or consultants of third-party companies, prohibiting them from making any misuse of the information received.

Each party may disclose or communicate or use the other party's confidential information in another way if the foregoing is required by law or by Public Authorities when performing their duties.

## 12. OWNERSHIP OF RESULTS

The test results are the Customer's exclusive property. Innovhub SSI reserves the possibility of using the test results in an anonymous form for statistical analyses and for research and disclosure purposes.

## 13. DATA-PROCESSING

The personal data referring to the Customer are processed in compliance with the requirements envisaged by the provisions of Legislative Decree No. 196 dated 30th June 2003.

Such data processing uses information technology or electronic tools and is performed in order to provide the service and to send information and promotional communications.

The Customer may exercise the rights envisaged on the basis of Article 7 of the cited Legislative Decree without incurring any expense.

Innovhub SSI, via Meravigli 9/b, 20123 MILAN is the data controller.

## 14. CONCILIATION CLAUSE AND JURISDICTION

The Parties shall submit all disputes arising under this agreement or associated with it - including disputes relating to the agreement's interpretation, validity, effectiveness, execution and termination - to a mediation attempt, in accordance with the provisions of the Conciliation Service Regulations of the Milan Chamber of Arbitration, a special agency of the Chamber of Commerce that the Parties expressly declare to acknowledge and to accept in full.

If the mediation attempt is unsuccessful, then the Court of Milan shall have jurisdiction concerning any dispute arising under this agreement or in relation to it.