

GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR THE AWARD OF SUPPLIES AND SERVICES

1 - SCOPE OF APPLICATION

These general terms and conditions of contract (hereinafter referred to as the "General Conditions") apply to the relations between the Client (hereinafter also referred to as "Innovhub SSI") and the Supplier concerning the supply of goods and the provision of services in favour of the Client (Innovhub SSI and the Supplier, hereinafter jointly referred to as the "Parties").

The Parties may agree special terms and conditions of the contract (hereinafter also referred to as the "Special Conditions ") in derogation of or in addition to these General Conditions.

By accepting these General Terms and Conditions, the Supplier expressly waives the application of its own general terms and conditions.

2 - GENERAL OBLIGATIONS OF THE SUPPLIER

The Supplier undertakes to perform the activities covered by the contract in a workmanlike manner and at its own risk and expense, with the utmost diligence and in full compliance with the applicable regulations.

The performance of the contract is to comply with the agreed charges and conditions and to take place in compliance with what the Supplier proposed in its offer, which constitutes an integral part of the contract.

The Supplier undertakes to promptly notify the Client of any circumstance that may affect the exact and timely execution of the contract.

The Supplier undertakes to abide by all provisions concerning social insurance as well as the applicable national and local collective labour agreements, and to apply remuneration conditions that are not lower than those resulting from the said collective labour agreements to its own employees and, if cooperatives, also to the partners. The Supplier undertakes to provide the Client with proof of the fulfilment of these provisions and shall indemnify the Client from any action brought against it by third parties regarding this matter.

The Supplier and any subcontractors, or assignees undertake to comply, insofar as compatible, with the obligations of conduct set forth in the Organisational Model drawn up by the Client pursuant to Legislative Decree 231 of 08/06/2001 and as amended and supplemented ("Administrative responsibility for offences") and in particular the Code of Ethics and Code of Conduct, which can be consulted in the Transparent Company Section of the institutional website of the Client. In the event of breach of the aforementioned obligations, the Client may terminate the contract for serious non-fulfilment pursuant to Art. 108 of Legislative Decree 50 of 18/04/2016 and as amended and supplemented ("Public Contracts Code").



Should the performance of the contract require the processing of personal data of which the Client is the Data Controller, the Supplier shall, by means of a separate written deed, be appointed as External Data Processor pursuant to Article 28 of Regulation (EU) 2016/679 ("General Data Privacy Regulation - GDPR").

3- SUPPLIER REQUIREMENTS

The awarding of the contract presupposes the possession and permanence throughout the duration of the contract, for the Supplier, of the general requirements pursuant to Article 80 of Legislative Decree 50/2016 as amended and supplemented, and of the specific requirements set out in the awarding procedure.

4- HEALTH AND SAFETY AND ENVIRONMENTAL PROTECTION OBLIGATIONS

The Supplier undertakes, in the execution of the contract, to comply with all the applicable health, safety, working conditions and environmental protection rules and regulations, and to observe and ensure that its employees, subcontractors or agents observe the relevant rules and regulations on the Client's premises.

The Client reserves the right to deny access to and stay within its premises to the Supplier, its employees, subcontractors, or agents that fail to comply with the aforementioned regulations.

The consequences of such non-compliance and of any refusal shall be borne in full by the Supplier that, in this respect, undertakes to indemnify and hold harmless the Client.

5- LIABILITY

The Supplier takes full responsibility for any damage caused, by its own actions or those of its employees, subcontractors, or agents, to persons or property of the Client or third parties due to or in connection with the execution of the contract.

The Supplier agrees to indemnify and hold harmless the Client from any claim that third parties should bring against the latter for damages resulting from faults in the supplies covered by the contract or from the non-execution or incorrect execution of the services due.

6- INTERFERENCE RISKS

Pursuant to article 26 paragraph 3 of Law Decree 81 of 09/04/2008 and as amended and supplemented ("Consolidation Act on the protection of health and safety in the workplace"), if the performance of the contract involves interference risks, it will be supplemented by the Single Document for the Evaluation of Interference Risks (DUVRI) indicating the necessary measures to eliminate or reduce them to a minimum.

This obligation does not apply in the cases provided for by Article 26 paragraph 3bis of the aforementioned Legislative Decree 81/2008: services of an intellectual nature, mere supplies of materials or equipment, works or services with a duration of no more than 5 days per person in the space of a year, if not aggravated by specific risks (fire high, neighbouring environments, carcinogenic, mutagenic, biological



agents, asbestos, explosive atmospheres, work at height, risk of burial, radiation, live overhead power lines).

7 - INVOICING AND PAYMENTS

Invoices are to be sent to the certified email address innovhub_ssi@legalmail.it in accordance with the rules and tracking provided for by the Decree 55 of the Ministry of Economy and Finance of 03/04/2013 and in accordance with the operating instructions available on the website www.fatturapa.gov.it. These are to bear the CIG code (tender identification code) and, if applicable, the CUP code (single project code) indicated in the request for quotation and the order number issued by Innovhub SSI. Without these, it will not be possible to proceed with the payment.

Payments - corresponding to the state of execution of the service or supply - will generally be made within 30 days from the receipt of the invoices, or from the delivery of the goods or provision of the services, if subsequent, if these are regular and approved by the Sole Project Manager or the Contract Execution Manager. This is without prejudice to the case in which penalties are to be applied.

For the payment and if the conditions are met, Innovhub SSI will verify the non-existence against the Supplier of situations of tax default ex art. 48 bis of the Decree 602 of the President of the Republic of 29/11/1973 as amended and supplemented ("Provisions on the Collection of Income Taxes") and contributions. Compliance with the terms of payment may be assured if the verifications result in a regular outcome.

Pursuant to Art. 17-ter of Decree 633 of the President of the Republic of 26/10/1972 (Introduction and regulation of value added tax), the VAT shown on the invoice shall be withheld by Innovhub SSI at the time of payment and subsequently paid directly to the Treasury.

8 - GUARANTEES

Any guarantee for the performance of the contract (surety bond or insurance policy) will be established and presented prior to the signing of the contract. The relative amount will be determined pursuant to Article 103 of Legislative Decree. 50/2016 as amended and supplemented.

9- PENALTIES

For non-fulfilment or delay, penalties of up to 10% of the total value of the contract shall be applicable to the Supplier, depending on the severity of the non-fulfilment, and up to 0.3% for each calendar day of delay, in addition to compensation for additional damages. Except as otherwise agreed by the Parties in the section of the contract dedicated to the Special Conditions.

The application of penalties shall be made by withholding them when settling invoices, after notification to the Supplier sent via certified e-mail, with the assignment to the latter of a term of up to 10 days for any counter-deductions.



Should, because of specific contractual provisions, breaches of contract involve the application of penalties amounting to more than 10% of the total value of the contract, the Client may terminate the contract for serious non-fulfilment pursuant to Art. 108 of Legislative Decree 50/2016 as amended and supplemented.

10 - TERMINATION AND WITHDRAWAL

The termination of the contract is governed by Articles 1453 et seq. of the Civil Code and Article 108 of Legislative Decree 50/2016 as amended and supplemented.

In the event of non-fulfilment, the Client is entitled, if it so wishes, to terminate the contract pursuant to Articles 1453 et seq. of the Civil Code; it may, therefore, apply any penalties and enforce the security deposit, if provided, without prejudice to compensation for any further damage.

Innovhub SSI may terminate the contract by right pursuant to Article 1456 of the Civil Code in the following cases:

- a) supervening loss, on the Supplier's part, of the requirements requested and held at the time of signing the contract, including those referred to in Article 80 of Legislative Decree 50/2016 as amended and supplemented;
- b) negligence, wilful misconduct and/or non-fulfilment by the Supplier making it impossible to perform the service/supply;
- c) three defaults by the Supplier within a maximum period of one year resulting in serious consequences, as defined in Article 14 of these Conditions;
- d) suspension or interruption of the activity by the Supplier for reasons that do not depend on force majeure and that are not authorised by the Customer, subject to the provisions of Art. 107 of Legislative Decree 50/2016 as amended and supplemented for cases of suspension;
- e) unauthorised subcontracting;
- f) start of bankruptcy or settlement proceedings against the Supplier.

In the event of non-performance of the supplier's obligations, the Client may grant the supplier a period of time for fulfilment, after which the contract shall be terminated by right. This does not affect the Supplier's obligation to pay compensation for any damage caused to the Client by the non-fulfilment.

If the non-fulfilment involves safety and environmental protection obligations and leads to serious and imminent danger, the Client may, without prejudice to the right to terminate the contract, impose the suspension of the service until the violation is removed.

The Client may also terminate the contract at any time under the conditions and within the limits of Art. 109 of Legislative Decree 50/2016 as amended and supplemented.

If, following specific checks, including sample checks, it is established that the requirements set forth in Article 80 of Legislative Decree 50/2016, as amended and supplemented, are not met, the contract shall be terminated as of right; in this case, the payment of the compensation shall be made only with reference to the services already performed and within the limits of the benefit received; in addition, the final deposit shall be forfeited if requested or, alternatively, a penalty shall be applied for an amount not less than 10%



of the value of the contract. This does not prejudice the compensation of any greater damage incurred by the Client.

11 - PROHIBITION OF THE ASSIGNMENT OF THE CONTRACT AND ASSIGNMENT OF RECEIVABLES

The Supplier is forbidden to assign the contract, for any reason whatsoever, under penalty of nullity of the assignment, without prejudice to the provisions of Article 106, paragraph 1 lett. d) of Legislative Decree 50/2016 as amended and supplemented.

Without prejudice to the traceability obligations, the assignment of the credit accrued by the Supplier is admissible under the condition that it is stipulated by public deed or by notarised private deed notified to the Client, who may reject it by notice to be sent to the assignor and assignee within 45 days of notification of the assignment.

12 - SUBCONTRACTING

The Supplier's obligations also apply towards any possible subcontractors of the latter. In particular, subcontracting is governed by and subject to the conditions set forth in Article 105 of Legislative Decree 50/2016 as amended and supplemented and to which specific reference is made.

In the case of subcontracting, the Supplier is exclusively responsible to the Client for the fulfilment of the services and obligations stipulated by the Parties.

The Supplier may not subcontract the contractual supplies or services, not even in part, without the prior written consent of the Client. Unauthorised subcontracting shall be cause for the legal termination of the contract pursuant to Article 10 above.

13 - TRACEABILITY OF FINANCIAL FLOWS

During the performance of the contract and under penalty of its nullity, the Supplier and the Client shall comply with the obligations of traceability of financial flows pursuant to Law 136 of 13/08/2010 as amended and supplemented.

For this purpose, the Supplier shall notify the Client with the identification data of the current account dedicated - even if not exclusively - to public procurements and the identity and tax code of the persons delegated to operate on it, as well as any change relating to the data transmitted.

Compliance with the obligations of traceability of financial flows shall also be ensured in the relations between the Supplier and its subcontractors. Therefore, the relative contracts must provide, under penalty of nullity, for the mutual acceptance of the obligations at issue.

14 - QUALIFIED SUPPLIER LIST

Within the framework of its quality policy, Innovhub SSI has adopted a procedure for the qualification of suppliers of goods and services having a direct influence on the quality of accredited tests such as, for example, consumables, reagents and solvents, supply and maintenance of equipment, reference materials, externally commissioned calibrations and tests, interlaboratory evaluation tests.



Every new supplier falling into this category must be qualified to be included in the Qualified Supplier List, according to the Innovhub SSI Quality System.

The Qualified Supplier List is updated and reviewed at least once a year to verify the maintenance of the requirements, assess the quality level of the services provided during the year and perform any suspensions and cancellations.

Suppliers may be suspended or deleted from the List in the following cases:

A) suspension up to a maximum of 8 months

- temporary loss of both technical and general requirements;
- failure to reply to the request for quotation within the time limits set by the Purchase Department more than twice in one year;
- delay in supply for more than three times in the course of one year, resulting in non-serious consequences;
- supply more than twice in a year of goods or services that do not fully comply with and do not correspond to the agreed specifications, even with non-serious consequences.

B) Cancellation:

- loss of the requirements initially requested for registration;
- failure to reply to the request for quotation within the time limits set by the Purchase Department more than three times in one year;
- delay in supply for more than three times in the course of one year resulting in serious consequences;
- supply more than twice in a year of goods or services that do not fully comply with and do not correspond to the agreed specifications, even with serious consequences.

A serious consequence means any blocking or serious slowing down of the Laboratory's activities resulting from non-compliance with the contractual conditions for which the Supplier is responsible.

15 - DATA PROCESSING AND CONFIDENTIALITY

The Client is the holder of the processing of the personal data provided by the Supplier during the selection procedure and the stipulation of the contract or that may be provided during the performance of the assignment. Such data will be processed only for the purposes for which they were collected, in compliance with Regulation (EU) 2016/679 and other applicable provisions. Any processing that pursues further and other purposes will be subject to specific consent.

The Supplier is obliged to maintain the confidentiality of the data and information of which it comes into possession or becomes aware during the performance of the activities and is obliged not to use them for any purpose other than the performance of the contract. The Supplier shall be responsible for the compliance with the aforementioned obligations by its employees, subcontractors or agents.

The Supplier agrees to process the personal data that it may come into possession of during the activities carried out in compliance with the applicable legislation and, in any case, in accordance with the principles of correctness, lawfulness, transparency, as well as in such a way as to guarantee their security and confidentiality.



16 - LANGUAGE OF THE CONTRACT, GOVERNING LAW AND CONTROVERSIES

The language of the contract is Italian. Should the Parties also use another language, the Italian version will prevail.

The contract is subject to Italian law to all effects.

For any controversy concerning the contract or in any case connected to its performance, the provisions of Articles 206 and 208 of Legislative Decree 50/2016 as amended and supplemented shall apply.

Should the settlement attempt fail, all disputes arising out of the contract or in connection with its performance will be settled by resort to ordinary justice. The Court of Milan shall have exclusive jurisdiction.

17 - AMENDMENTS AND REFERRALS

Any amendment or integration to the contract must result from a written deed. Any changes in the services and compensation will be allowed within the terms set forth in Art. 106 of Legislative Decree 50 of 18/04/2016 as amended and supplemented

For all matters not expressly specified in the contract and in the attached documents, the applicable regulations apply, with reference to the provisions of the Civil Code and the Public Contracts Code in force.

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