



## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES WITH ACCREDITED TESTS

These General Terms and Conditions of supply are applicable to the relations between Innovhub Stazioni Sperimentali per l'Industria S.r.l. (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, consultants (e.g., court appointed expert) 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 test 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 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 other conditions are agreed in writing. It is recommended to adopt official sampling methods. Innovhub SSI provides, where necessary or requested by the Customer, information in the offer on procedures, techniques and/or methods of "sampling" and storage required by mandatory and/or voluntary 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, the drafting of the test report in English, the 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.

Should the conditions of samples sent for analysis appear unsuitable or altered, e.g., inappropriate thermal conditions for temperature-sensitive sample, Innovhub SSI commits itself to inform the Customer, recommending disposal of unsuitable samples and asking for replacement by new samples under suitable conditions. In the event the Customer notifies the request to proceed the analysis of unsuitable samples the Laboratory will conduct the tests mentioning the anomaly in the test report.

## 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 anticipation of the test report by e-mail does not represent the official document.

The test results refer exclusively to the samples examined.

## 8. RULES FOR THE ISSUE OF REPLACEMENT TEST REPORTS

Should an issued test report need to be modified, corrected or reissued, any change to the original text or data will be clearly evidenced and the reason for the change mentioned when appropriate. Reissues involving change of sample identification, Customer's name and lot code are not allowed.



## 9. STATEMENT OF CONFORMITY

When a statement of conformity to a specification or standard is included in the test report, the following general principles will be applied:

- If the decision rule is prescribed by the specification or standard, the statement of conformity will be reported according to the rule defined by the specification or standard;
- If the decision rule is not prescribed by the specification or standard but it is proposed by the Customer and it is considered appropriate by the laboratory, the statement of conformity will be reported according to the rule defined by the Customer;
- If the decision rule is neither prescribed by the specification or standard nor indicated by the Customer, the statement of conformity will be expressed taking into account the expanded uncertainty (U) associated with the test result. Conformity to the requirements may be declared if the expanded uncertainty interval (2U) of the test result is inside the region of permissible values (probability of false acceptance of less than 2,5%). Conversely, non-conformity to the requirements may be declared if the expanded uncertainty interval (2U) of the test result is inside the region of non-permissible values (probability of false rejection of less than 2,5%). When the expanded uncertainty interval (2U) of the test result includes a specification limit, the conformity test is inconclusive and neither conformity nor non-conformity to the requirements can be demonstrated.

Decision rule is the rule that describes how measurement uncertainty is accounted for when stating conformity with a specified requirement.

## 10. IDENTIFICATION OF DATA PROVIDED BY THE CUSTOMER

The laboratory takes responsibility for all the information provided in the test report, except when information is provided by the Customer. Data provided by the Customer are clearly identified. When the information provided by the Customer can affect the validity of results, the Laboratory will put a disclaimer on the test report.

## 11. 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.

Test reports are stored in the archive for 10 years. The documentation related to the test reports is stored for at least 5 years.

## 12. COMPLAINTS

The laboratory accepts complaints in written form clearly describing the objections raised within 90 days of the issue of the test report. A description of the handling process for complaints is available to any interested party on request.



### 13. VALIDITY

This proposal is valid for 60 days, unless otherwise agreed between the parties.

### 14. ACCREDITATION

Innovhub SSI is accredited by ACCREDIA (accreditation number 0082 L) as testing laboratory operating in compliance with UNI CEI EN ISO/IEC 17025:2018 standard.

The accreditation issued represents a *“Third-party attestation related to a conformity assessment body conveying formal demonstration of its competence to carry out specific conformity 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 17025:2018 standard.

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: <https://en.innovhub-ssi.it/>.

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.

Customers of accredited laboratories who carry out commercial activities of accredited activities (e.g., consultancy companies, intermediaries) that issue test reports with results provided by accredited laboratories, shall not use the ACCREDIA mark or the reference to the accreditation of the laboratory that performed the tests. They shall not use the ACCREDIA mark in any way on the offers of accredited services, but they may quote the reference to accreditation, reporting the accreditation number and the name of the accredited laboratory.

The Customer can require that the tests under the scope of accreditation are not managed as accredited. In that case, Customer must send a written request to the laboratory together with the acceptance of the proposal. When accreditation is mandatory or when test reports must be presented to a third party, the Customer cannot require the performance of the tests as non-accredited. Moreover, if the laboratory is not aware in advance about the destination or use of the test reports by the Customer and in the event of non-use of the ACCREDIA mark, test reports are not covered by accreditation and they cannot be provided to third parties.

### 15. OBLIGATION OF CONFIDENTIALITY

Innovhub SSI undertakes confidentiality obligations towards the Customer as declared in the Statement of Confidentiality and Impartiality downloadable from the Company's website (<https://en.innovhub-ssi.it/>).

The Customer shall maintain the strictest confidentiality and professional secrecy with regard to Innovhub SSI's organizational structure, contract documentation and any other information about Innovhub SSI



acquired in the period of performance and even after the contract has come to an end or, for some reason, has been terminated.

#### 16. 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.

#### 17. DATA PROCESSING

Customer personal data will be processed by Innovhub SSI for the sole purpose of providing the services requested and fulfilling related obligations in accordance with Regulation (EU) 2016/679 and the current legislation on the matter. The provision of such information is a prerequisite for the conclusion and performance of service contracts. Any processing for purposes other than contract-related requirements shall be specifically authorized by the Customer. The rights provided for by Art. 12 and others of Regulation (EU) 2016/679 can be exercised contacting the Data Controller, whose details are as follows: Innovhub - Stazioni Sperimentali per l'Industria S.r.l., Registered Office: via Meravigli 9/b, 20123 Milano.

#### 18. IMPARTIALITY

Innovhub SSI commits itself to ensuring that all business activities are accomplished with impartiality and objectivity in the absence of conflicts of interest, in accordance with the Statement of Confidentiality and Impartiality downloadable from the Company's website (<https://en.innovhub-ssi.it/>).

#### 19. 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 of Milan Monza Brianza Lodi 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.