



GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS, WORKS AND SERVICES IN THE PRIVATE SECTOR

1. SCOPE OF APPLICATION

These general terms and conditions of contract (hereinafter referred to as the "General Terms and Conditions") govern the relations between Innovhub SSI (hereinafter referred to as the "Client") and the Supplier in the context of the supply of goods, provision of services and works in favour of the Client not subject to public law (the Client and the Supplier, hereinafter jointly referred to as the "Parties"). They remain valid and effective until the ongoing obligations have been completely fulfilled.

The Parties, as part of the individual bargaining, may establish specific contractual conditions (hereinafter referred to as the "Special Conditions") that incorporate the General Conditions or, in the event of a conflict, take precedence over them.

By accepting these General Conditions, the Supplier expressly waives the application of its general conditions of sale.

2. PROCUREMENT PROCESS

The procurement process is initiated by the Procurement, Purchases and Investments department of the Client in the following ways: issuance of the purchase order/letter of acceptance following receipt of the quotation from the Supplier or, alternatively, drafting of a contract to be signed by both Parties.

3. SUPPLIER'S OBLIGATIONS

During the performance of the Contract, the Supplier undertakes to observe all agreed conditions and applicable legislative and regulatory provisions. In particular, it undertakes:

- to deliver the good or provide the service as agreed between the Parties respecting the quantities, quality, delivery times and all other conditions established;
- to assume all the responsibilities deriving from the execution of the contract, taking on all the consequences that may arise from non-compliance or incorrect fulfilment. In addition, the Supplier undertakes to promptly notify the Client of any circumstance that affects the exact and timely execution of the contract;
- to have, for the execution of the contract, specialised personnel equipped with the appropriate skills for the purpose and to ensure that its employees comply with the company's regulations and the Client's safety procedures;

- to ensure compliance with the provisions of the law regarding remuneration, contributions, tax, welfare, social security, and insurance, as well as with all current legislation on employment relationships (laws, including those on immigration, regulations, and C.C.N.L./collective agreements), parasubordinate or collaboration, assuming full and complete civil and criminal liability in this regard. The Client reserves the right to request, at any time, from the Supplier the appropriate documentation to prove the payment of social security, welfare and insurance contributions and any other labour obligations. This documentation must be delivered within a maximum period of 15 days from the request;
- compliance with the obligations of conduct set out in the Organisational Model drawn up by the client pursuant to Legislative Decree no. 231 of 08/06/2001 and subsequent amendments ("Administrative liability for crime"), the Code of Ethics and Conduct, and the Transparency and Integrity Corruption Prevention Plan, adopted by the Client and available in the section of the institutional site of Innovhub SSI [Società Trasparente](#).

4. OBLIGATIONS OF THE SUPPLIER REGARDING HEALTH AND SAFETY AND ENVIRONMENTAL PROTECTION

The Supplier undertakes to implement, during the execution of the contract, all the technical, organisational and equipment measures provided for or prescribed by current legislation on workplace safety (Legislative Decree 81/2008) as well as environmental protection, both for the safety and hygiene of its employees, and for the safety of people, facilities, and property of the Client and third parties, assuming all related charges and expenses.

The Supplier also undertakes to observe and ensure that its employees, subcontractors or agents observe the relevant rules in force at the Client's premises.

The Supplier undertakes to use specialised and suitably trained personnel who will access the Client's premises in full compliance with all the requirements regarding access security, it being understood that it will be the responsibility of the Supplier itself to verify the related procedures in advance.

The Supplier also undertakes to provide its personnel with comprehensive training on compliance with accident prevention regulations.

The Client reserves the right to deny access to its premises or their stay there to the Supplier, its employees, subcontractors or appointees who do not comply with the aforementioned provisions.

If the breach of safety obligations leads to cases of serious and imminent danger, the Client, without prejudice to the right to terminate the contract, may order the suspension of the performance until the breach is remedied.



The Supplier also indemnifies the Client from any liability arising from the non-fulfilment of the obligations of the Supplier as an employer, in relation to safety regulations, compulsory insurance, or any other legislation in force.

5. SUPPLIER'S LIABILITY

The Supplier is responsible for complying with all the obligations provided for in this contract and relieves the Client of any claim that third parties, including its employees, subcontractors, and public authorities, may make against them in relation to the execution of the contract.

The Supplier assumes responsibility for any damage caused to persons, assets, plants, equipment, and installations of the Client resulting from negligence or fault of its own and/or its employees and undertakes to compensate the Client for any damage suffered or expenses incurred due to the aforementioned damage.

The Supplier also undertakes to indemnify and hold the Client harmless from any damage, loss, cost or expense, including legal fees, that the Client may suffer as a result of its breach or an event attributable to it.

6. SUPPLIER REQUIREMENTS

For contracts up to € 5,000.00 (excluding VAT) the Supplier must be in possession of:

- no disqualifying reasons according to the anti-mafia regulations, pursuant to art. 94, para. 2, of Legislative Decree no. 36/2023;
- registration with the competent Chamber of Commerce or the relevant list/register that authorises the business activity;
- specific requirements of economic-financial solidity or adequate technical capacity, where required from time to time.

For contracts with an amount greater than € 5,000.00 (excluding VAT) in addition to the contents referred to in the previous paragraph, the Supplier must demonstrate the absence of definitively established tax breaches.

To certify the above-listed requirements, a self-declaration is obtained from the selected Supplier, made pursuant to Presidential Decree no. 445/2000 and subsequent amendments.

For all contracts, regardless of the amount, the current DURC of the selected Supplier is obtained before the conclusion of the contract.

The self-declarations produced by the identified suppliers are verified by drawing lots from a sample of selected suppliers. However, it is without prejudice to the right to verify, even before the completion of the order or contract, the self-declarations produced by each supplier.

7. SUPPLIER QUALIFICATION

As part of its quality policy, the Client has adopted a procedure for the qualification of suppliers of goods and services that have a direct influence on the quality of accredited tests, such as consumables, reagents and solvents, the supply and maintenance of equipment, reference materials, calibrations and tests commissioned externally, and interlaboratory proficiency tests.

Each new supplier who falls into this category must be qualified to be included in the Qualified Suppliers List (hereinafter, also the "List"), in accordance with the provisions of the Client's Quality System.

The List of Qualified Suppliers is updated and reviewed at least annually in order to verify the maintenance of the required criteria, assess the quality level of the services provided during the year, and carry out any suspensions and cancellations.

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

A) suspension for up to 8 months

- temporary loss of both technical and general requirements;
- failure to respond to the request for a quote within the time limits established by the Tenders, Procurements and Investments office more than twice in a year;
- delay in the supply more than three times within a year, with no serious consequences;
- supply more than twice within a year of goods or services that do not fully comply with and correspond to the agreed specifications, even with non-serious consequences.

B) removal:

- loss of the initial requirements for registration;
- failure to respond to the request for a quote within the time limits established by the Tenders, Procurements and Investments office more than three times in a year;
- delay in the supply more than three times within a year, with serious consequences;
- supply more than twice within a year of goods or services that do not fully comply with and correspond to the agreed specifications, with serious consequences.

A serious consequence is defined as any possible interruption or significant delay in the activities of the Client's Laboratory caused by the Supplier's failure to adhere to the contractual conditions.

8. CHECKS AND CONTROLS BY THE CLIENT

The Client reserves the right to carry out checks on the proper performance of the contract during its execution and, upon completion, to verify the conformity of the goods or services provided with the contractual terms and conditions (technical and qualitative characteristics, as well as delivery methods and times).

The Supplier undertakes to cooperate so that the Client carries out all necessary checks promptly.

Should an inspection by the Client be necessary, acceptance of the goods, services, or works shall take place only upon the successful completion of any inspection procedures agreed upon between the Parties.

9. METHOD OF PAYMENT

Unless otherwise agreed between the Parties, the prices stated in purchase orders and contracts are fixed and not subject to revision.

Invoices issued by the Supplier shall include the purchase order number of the Client in connection with the supply of the respective good and/or service and shall be sent to the e-mail address innovhub_ssi@legalmail.it.

Payments, corresponding to the state of performance of the service or supply, shall normally be made within 30 days of receipt of the invoices, or of the delivery of the goods or provision of the services, whichever is later, provided that these are regular and approved by the Procurement Manager, the Contract Execution Manager, or other persons authorised according to the regulations of the Client. Without prejudice to the cases where penalties must be imposed.

Payment of the agreed price shall be made exclusively by traceable means of payment, such as bank transfer, credit card, or other electronic payment instruments that allow for the identification of the payer and the traceability of the transaction.

The Client reserves the right to suspend payment due to the Supplier in the event of non-fulfilment of any of its obligations under these General Terms and Conditions, until the problem has been fully resolved by the Supplier and without this resulting in the accrual of any interest or penalty in its favour.

For the purpose of payment and if the conditions are met, the Client shall verify the non-existence of tax default situations against the Supplier pursuant to Article 48 *bis* of Presidential Decree no. 602 of 29/11/1973, as amended ("Provisions on the collection of income tax") and contribution default, pursuant to Article 125(5) of the Code, by means of the automatic acquisition of the DURC online. Payment deadlines can be met if the verifications are deemed acceptable. In the event of non-compliance with social security contributions resulting from the DURC regarding employees of the contractor, subcontractor, or holders of subcontracts and piecework contracts employed in the execution of the contract, the Client shall withhold from the payment certificate the amount corresponding to the non-compliance for subsequent direct payment to the social security and insurance institutions,

including, in the case of works, the construction workers' welfare fund in accordance with Article 11(6) of the Code.

Pursuant to Art. 17-ter of Presidential Decree no. 633 of 26/10/1972, the VAT shown on the invoice shall be withheld and subsequently paid to the Treasury by the Client. Invoices that do not comply with legal requirements shall not be paid until they have been regularised, without any right on the part of the Supplier to claim interest or other sums by way of compensation or indemnity.

10. TRANSFER OF ORDERS OR CONTRACT AND TRANSFER OF CREDIT

The contract, the purchase orders and the credits deriving from them are not transferable to third parties by the Supplier.

11. PROHIBITION OF SUBCONTRACTING

Except with the prior written authorisation of the Client, the Supplier is expressly forbidden to entrust third parties, even partially, with the provision covered by the purchase order or the contract.

In the event of authorisation for subcontracting by the Client, the Supplier guarantees the subcontractor's compliance with all provisions of these General Terms and Conditions and all conditions stipulated in the purchase order or contract.

The Supplier is also jointly and severally liable with the subcontractors for any damage resulting from the negligence or fault of the latter and/or their employees in the performance of the contract.

12. WITHDRAWAL

Without prejudice to the cases of termination contained in the Anti-Mafia Code (Legislative Decree no. 159/2011, Art. 88, para. 4-ter and 92, para. 4), the Client may withdraw from each purchase order or contract by means of written notice to be sent to the Supplier no less than 20 (twenty) days in advance. Nothing shall be owed by the Client to the Supplier except the right to compensation for services already performed as of the date of the notice of withdrawal.

13. TERMINATION

The termination of each purchase order or contract is governed by Article 1453 *et seq.* of the Civil Code.

Should the Supplier fail to fulfil its obligations, the Client, if it has an interest in doing so, may enjoin the Supplier in writing to fulfil them within a period of not less than 15 (fifteen) days. If this period expires unsuccessfully, the relationship shall be considered terminated, without prejudice to the Client's right to claim compensation for any damages possibly suffered.

In addition, the Client may, availing itself of the right provided for in Article 1456 of the Civil Code. (so-called express termination clause), to terminate the purchase order or the contract by right, upon written notice to the Supplier to be sent by certified email, in the following cases:

- non-performance, even partial, of the Supplier's obligations under these General Terms and Conditions or individual purchase orders or contracts;
- negligence or wilful misconduct on the part of the Supplier that makes the execution of the service, work, or supply impossible;
- ascertainment by the Client of the Supplier's loss of the required qualifications pursuant to Art. 6 of these General Terms and Conditions;
- assignment of the contract or credit and unauthorised subcontracting or sub-supply;
- suspension or interruption of activities by the Supplier for reasons not due to force majeure and not authorised by the Client;
- initiation of insolvency proceedings against the Supplier, excluding the so-called arrangement with creditors on a going concern basis;
- non-compliance with the regulations on the health and safety of workers set out in Legislative Decree no. 81/08;
- if the Supplier's breaches result in the imposition of penalties exceeding 10% of the contractual amount;
- three defaults by the Supplier within a maximum period of one year resulting in serious consequences as defined in Article 16 of these General Terms and Conditions;
- non-compliance with the obligations of conduct set out in the Organisational Model drawn up by the client pursuant to Legislative Decree 231 of 08/06/2001 and subsequent amendments ("Administrative liability for crime"), the Code of Ethics and Conduct, and the Transparency and Integrity Corruption Prevention Plan, adopted by the Client and available in the section of the institutional site of Innovhub SSI [Società Trasparente](#).

14. PENALTIES

The Supplier is responsible to the Client for the exact performance of the services under the contract.

In the event that the services under the contract are not performed within the agreed timeframe, the Client shall impose penalties ranging from 0.3 per thousand to 1 per thousand for each day of delay, up to a maximum amount

corresponding to 10% of the net contractual amount, without prejudice to the right to sue for further damages and except in the event that the aforesaid limit should be increased by the legislation in force applicable to the contract to which the penalties relate.

15. GUARANTEES

The Client reserves the right to demand guarantees in light of the nature and value of the contract.

If required, as a guarantee of the commitment to conclude the agreement, the Supplier is obliged to provide a provisional guarantee not exceeding 1% of the amount envisaged in the quotation.

If required, as a guarantee of the exact and complete fulfilment of the obligations assumed under this contract, the Supplier is obliged to provide a definitive guarantee equivalent to 5% of the contractual amount by means of a bank guarantee or security deposit. The guarantee must be submitted prior to the signing of the contract and will remain valid until the full performance of all contractual obligations.

16. DATA PROCESSING

The Client is the Controller of the personal data provided by the Supplier when issuing a purchase order/quotation request or entering into a contract, as well as any data subsequently provided during the performance of the activity and execution of the contract. The data will be processed only for the pursuit of the purposes for which they were collected, in compliance with the relevant provisions in force and Regulation (EU) 2016/679, as will be described in detail in the privacy policy contained in the Request for Proposal and/or in the declarations accompanying the offer.

Any processing pursuing further and different purposes will be subject to specific consent.

Should the activity under the contract make it necessary to appoint the Supplier as an External Data Processor, such appointment shall be made by a separate written instrument, pursuant to Article 28 of Regulation (EU) 2016/679. In this case, the Supplier undertakes to process personal data in accordance with the instructions received from the Client and in compliance with the applicable regulations.

The Supplier guarantees that all information in any way connected with the activity provided, which it learns of directly or through the Data Controller, shall be kept confidential and shall not be used or disclosed in any way for any purpose other than that strictly related to the service covered by the signed contract, unless expressly authorised in writing by the Client. The Supplier undertakes to process any personal data it may come into possession of in the course of its activity



in accordance with the relevant legislation in force and in any event in compliance with the principles of fairness, lawfulness, transparency, as well as in ways suitable to ensure their security and confidentiality. In the case of subcontracting, the same obligations must also be fulfilled by the subcontractors.

17. LANGUAGE OF THE CONTRACT, GOVERNING LAW, DISPUTES

Italian shall be the language used for the individual orders or contracts. In the event that the Parties also use another language, the Italian wording shall prevail.

The contract is subject for all purposes to Italian law.

The parties shall submit all disputes arising out of or in connection with individual purchase orders or contracts - including those relating to their interpretation, validity, efficacy, execution, and termination - to a mediation attempt in accordance with the provisions of the Rules of the Conciliation Service of the Milan Chamber of Arbitration, a company of the Milan Monza Brianza Lodi Chamber of Commerce, which the parties expressly declare to know and accept in full. Should the mediation attempt fail, the Court of Milan shall have jurisdiction over any dispute.

18. AMENDMENTS AND POSTPONEMENT

Any amendments or additions to individual purchase orders or contracts must be in writing, as no oral amendments or additions are permitted.

For all matters not expressly stipulated in the various purchase orders or contracts and in the attached documentation, reference is made to the applicable regulations with particular reference to the provisions of the civil code.