

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

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 attached offer.

The Parties may, on a case-by-case basis, agree specific terms and conditions that supplement these General Terms and Conditions or, in case of any inconsistency, prevail over them.

By accepting these General Terms and Conditions, the Customer expressly waives the application of its own General Terms and Conditions of purchase.

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

If the Customer suggests an alternative test method, Innovhub SSI will preliminarily assess its suitability and applicability.

3. OFFER ACCEPTANCE

The Customer accepts the offer by transmitting a duly signed copy.

The priorities for samples under analysis are assigned according to the registration date.

Urgency procedures must be agreed upon between the Customer and the laboratory and entail a 30% surcharge over the standard price.

Innovhub SSI reserves the right to suspend the services under an accepted offer until any overdue amounts for services already performed have been paid in full. Such suspension shall not constitute a breach of contract by Innovhub SSI.

4. SAMPLING

Every activity, procedure and/or method foreseen and/or request concerning the creation, establishment or identification of the sample is defined as “sampling” activity; such sampling is in charge and under the responsibility of the Customer who will cover the expenses, unless other conditions are agreed in writing form. It is highly recommended to adopt official sampling methods. Innovhub SSI provides, where necessary or requested by the Customer, information about 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 the proper amount of material, as indicated in the offer, defined in accordance with the type and number of tests requested.

5. SAMPLES DELIVERY

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 form. However, the analysis performed shall always refer to the sample's condition at the time of delivery.

If 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 immediately inform the Customer, recommending the disposal of the unsuitable samples and asking for a new sample batch. In the event the Customer notifies the request to proceed with the analysis of unsuitable samples, the Laboratory will conduct the tests specifying the detected 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.

The information will be included in the offer and included in the test report. Innovhub SSI is responsible towards the Customer for subcontracted work.

7. PRESENTATION OF RESULTS

The delivery times of the test report indicated in the offer depend on the sample matrix, as well as the number and type of tests requested. They must be considered as indicative, unless they are expressly defined

as essential or mandatory. The Laboratory will promptly inform the Customer in writing form when changes occur after acceptance of the samples.

The test report will refer to the sample examined based on 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

If test report needs to be modified, corrected or reissued, all the changes to the original text or data will be clearly evidenced such as the reason for the change mentioned, when appropriate. Replacements involving change of samples name, identification (e.g. lot code) or Customer's name are not allowed.

9. CONFORMITY STATEMENTS

When a conformity statement 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 considering the expanded uncertainty associated with the test result. Conformity to the requirements may be declared if the expanded uncertainty interval of the test result is inside the region of permissible values (probability of false acceptance less than 2.5%). Conversely, non-conformity to the requirements may be declared if the expanded uncertainty interval of the test result is inside the region of non-permissible values (probability of false rejection less than 2.5%). When the expanded uncertainty interval 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 for information provided by the Customer. In case, data provided by the Customer are clearly identified in the report. When the information provided by the Customer can affect the validity of results, the Laboratory will add 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 when test report is issued; after this period the sample is disposed, if not otherwise agreed in the offer. The possible samples return must be requested in writing form 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 within 90 days after the issue of the test report. The complaints must be received in written form clearly describing the objections raised. A description of the complaints management process is available to any interested party on request.

13. VALIDITY

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

14. CONFIDENTIALITY OBLIGATIONS

Innovhub SSI undertakes to fulfil the confidentiality obligations set forth in the Confidentiality and Impartiality Statement available on the Company's website (<https://en.innovhub-ssi.it/>), as well as any obligations that may arise under Non-Disclosure Agreements (NDAs) entered into with the Customer. The NDA shall prevail exclusively with respect to the information and circumstances governed by the Agreement itself.

The Customer undertakes to adhere to the obligations set forth in any NDAs entered into with Innovhub SSI and, in any case, to maintain the confidentiality with regard to all information relating to Innovhub SSI obtained in connection with the contract, including, but not limited to, its organizational structure as such and the contractual contents. The confidentiality obligation established under these General Terms and Conditions shall remain in effect even after the termination of the contract, unless otherwise provided by law or agreed upon by the Parties.

15. 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.

Partial publication of the test report and any other reproduction in extracts are allowed only after a prior written authorization by the Laboratory Manager. It is not allowed to modify or alter the contents of the report.

16. USE OF INNOVHUB SSI NAME AND LOGO

Innovhub SSI reserves all rights to its name and logo. The use, reproduction or representation by the Customer or third parties is expressly prohibited without the prior written authorization by Innovhub SSI, aimed at ensuring that they comply with the Company's image and values. Any unauthorized use may result in legal action for the protection of intellectual property and image rights.

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. The Data Protection Officer (DPO), appointed pursuant to Art. 37 of Regulation (EU) 2016/679, may be contacted at the following email address: dpo.innovhub@mi.camcom.it.

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. GOVERNING LAW, CONCILIATION CLAUSE AND JURISDICTION

This Agreement is governed by Italian law.

Any dispute arising out of or in connection with the Agreement - including any question concerning its interpretation, validity, enforceability or termination - shall be submitted to the exclusive jurisdiction of the Court of Milan.