



## Attachment 1

Offer No. 00000 Rev. 0 of dd/mm/yyyy

### CONTRACT GENERAL TERMS AND CONDITIONS

#### 1. Definitions

"**TÜV ITALIA SRL**" (hereafter TÜV Italia), the TÜV SÜD Group's Italian branch, is an independent certification, testing and inspection entity, with its registered office in Milan, Via Mauro Macchi 27, management and administrative headquarters in Sesto San Giovanni, Via Carducci 125, Ed. 23. It is an Italian company.

"**ORGANISATION or CUSTOMER**": Is the party who entered into the contract with TÜV Italia and to which the present general conditions are applied.

"**SERVICES**": are the works performed by TÜV Italia as specified by the Contract.

"**OFFER**": is the proposal made by TÜV Italia and communicated in writing to the Organisation by any suitable means.

"**RULES or REGULATIONS**": the rules or regulations applicable to the services offered and/or made available by TÜV Italia. The regulations are an integral and substantial part of the contractual agreement, offer and general conditions. They are available in printed format upon request to TÜV Italia or by consulting the website:

<http://www.tuv.it/it-it/area-clienti/documenti-contrattuali>.

"**REGULATORY DOCUMENT**": is a document (or set of documents) that provides rules, guidelines or characteristics for certain activities which TÜV Italia fulfils and which are applicable to its service.

"**CONTRACT**": is the written agreement between the parties which consists of the formal written acceptance by the Organisation of the Contract's "GENERAL CONDITIONS" the applicable Regulations to the service/s offered and all applicable regulatory documents. These terms and conditions are made available in printed format, in English, and can be downloaded from the website:

<http://www.tuv.it/it-it/area-clienti/documenti-contrattuali>

"**PARTICULAR SUPPLY CONDITIONS**": these Particular Conditions which are applicable to specific services are to be considered an integral and essential part of the Contract. These are available in printed format upon request and can be downloaded from the website <http://www.tuv.it/it-it/area-clienti/documenti-contrattuali>.

#### 2. Subject

2.1 These General Terms and Conditions (hereafter "General Conditions") exclusively govern the services offered by TÜV Italia as defined in the Contract. Any service that is not specified in it, including verbal negotiations, shall be deemed expressly excluded.

2.2 During the execution of services TÜV Italia, at its sole discretion, reserves the right to make any changes necessary to improve the performance. It may also need to make changes if there are amendments to the Regulatory Documents or the Accreditation Authorities' rules.

2.3 The TÜV SÜD Group Regulations apply for accreditations, notifications and authorisations services. These are available upon request.

2.4 The contract cannot be transferred without TÜV Italia's written consent.

2.5 The organisation shall provide all the documentation and the necessary information and allow access to all areas where the relevant activities under the contract are carried out.

2.6 The Organisation is responsible for all information, indications and/or documentation submitted to TÜV Italia.

2.7 The Organisation is responsible if it, and/or its employees and/or third-party contractors fail to cooperate.

#### 3. Amendments

3.1 The Customer shall have the right to request additional Services (hereafter referred to as "Amendments") under this Contract which will be discretionary and under the unquestionable evaluation of TÜV Italia.

3.2 All requests for Amendments will be in writing and must clearly define the amendment requested. Refusal by TÜV Italia to make any amendments cannot in any way invalidate the contractual relationship.

3.3 No Amendment can be enacted until the parties reach an agreement concerning the extent of the Amendment and any compensation.

#### 4. Terms and Conditions

4.1 TÜV Italia and the Organisation undertake to observe the Contract provisions, any individual Regulations and their periodic revisions. These will be made available to the Organisation in the manner prescribed by TÜV Italia.

4.2 If the execution terms of the requested services and/or delivery of certificates or test reports are specified in the Offer, they are to be considered as indicative and not binding for TÜV Italia.

4.3 Failure or delay in issuing certificates or test reports to the Organisation cannot give rise to any claim against TÜV Italia.

4.4 Upon successful completion of the Service, TÜV Italia will issue the Customer with a compliance certificate for the Certification Scheme or another document under the Contract.

#### 5. Remuneration

5.1 The amount payable by the Organisation for the Services is set by the Contract.

5.2 TÜV Italia reserves the right to review and modify its fees every year, due to the possible increase in costs of the requested Service. If the Organisation does not approve these cost increases in writing, TÜV Italia may withdraw from the Contract by written notice without any costs.

5.3 In addition to the Remuneration set out in the Contract, all costs and expenses directly incurred to perform the activities under the Contract will be borne by the Organisation

5.4 In addition to the Remuneration set out in the Contract, all costs and expenses arising from inaccuracies, inadequacies and/or lack of cooperation by the Organisation, its employees or third parties will be borne by the Organisation.

5.5 The amounts are net of Value Added Tax (VAT).

#### 6. Payment

6.1 The invoices will report detailed descriptions of services under the Contract and any costs incurred.

6.2 The term and method of payment of invoices are expressly set out in the Contract.

6.3 In case of a delayed or non-payment of invoice/s at the agreed deadlines, TÜV Italia, without prejudice to the right provided for in Sections 15.1 (termination of the contract) and 15.2 (suspension of performance), shall apply the interest and expenses under Legislative Decree 09/11/2012 no. 192.

6.4 Invoices will be due by the Organisation even if there is a failure to issue the certificate, attestation or final audit/test report, due to lack of compliance requirements.

6.5 If, for any reason, the Organisation breaches the Contract after its confirmation or withdraws in advance, TÜV Italia reserves the right to charge a penalty. This will be an amount equal to the residual value of the Contract discounted at the withdrawal time based on the increase in the cost of living (ISTAT index) of consumer prices increased by three points plus the cost of the services already offered. This is without prejudice to compensation for further damages.

6.6 If the Organisation cancels a scheduled service within 20 business days preceding the date already agreed, TÜV Italia reserves the right to charge the full amount.

6.7 If the performance falls between those under art. 3 of Law 13.8.2010, no. 136 and its subsequent amendments (Traceability of financial flows), TÜV Italia undertakes to implement and enforce all regulations, comply with the supply specifications and any additional contractual agreements.

#### 7. Liability

7.1 TÜV Italia's liability during the performance of its Service is governed by the provisions contained in the Regulations and/or applicable regulatory documents.

7.2 TÜV Italia is not liable for product defects, malfunction of parts, systems, equipment or any of the Organisation's property that falls under its Services, and/or defects in processes and services provided by the Organisation to third parties.

7.3 Unless otherwise required by the regulatory document, the activity performed by TÜV Italia takes place through the sampling method.

7.4 Certifications attestations or reports issued by TÜV Italia do not exempt the Organisation from compliance with legal obligations on products, processes, services and contractual obligations to its customers. The Organisation undertakes to constantly perform internal controls and audits to monitor and maintain the quality and safety of its processes, services and products. It shall hold TÜV Italia harmless from any third parties' damages claim.

7.5 Other than in cases of wilful misconduct or gross negligence of its employees, TÜV Italia is not liable in the following cases:

a) for damage or loss suffered by the Organisation or third parties caused during the evaluation, certification or other services;

b) if it cannot meet its obligations due to unforeseeable and/or unavoidable events and circumstances;

c) if the certificates and/or test reports were not acknowledged as valid by third parties. In this case, TÜV Italia is committed to support and implement all the relevant activities related to the acknowledgement of certificates issued.

7.6 TÜV Italia shall be indemnified and held harmless, including against third parties, for any direct or indirect damage, caused by the Organisation's employees or third-party contractors, malfunctioning of Organisation's equipment, plant, machinery or for any reason which can be attributed to the Organisation.

7.7 TÜV Italia is liable for any direct damages suffered by the Organisation, if there is a final ruling, without possibility to appeal or an arbitration decision, which established that the damage was caused by a direct result of TÜV Italia's wilful misconduct or gross negligence during the execution of the Services. This is without prejudice to any indirect and/or consequential damages. TÜV Italia's liability will be limited to the individual contract value.

#### 8. Right to use external resources

TÜV Italia can use employees or third-party contractors who operate on its behalf to perform its Services.

#### 9. Privacy policy and confidentiality

9.1 The Organisation declares to have received the information under Art. 13 Legislative Decree 196/03 and subsequent amendments and authorises TÜV Italia to process its personal data within the limits under the data protection privacy law. Such data may be used by TÜV Italia and its employees to perform the required services, and for the purposes related to them.

9.2 The Organisation certifies that any information communicated or of which TÜV Italia becomes aware during the execution of the service, can be communicated. The Organisation will indemnify and hold harmless TÜV Italia from any adverse consequences in case of dispute or action by a third party.

9.3 According to the requirements of the technical standards and applicable regulations, in compliance with Legislative Decree 196/03 as amended, TÜV Italia may make disclosures to third parties on request or disseminate information. This may be done by compiling registers available on the web site, about the certification, verification or attestation of a specific product/process/plant by TÜV Italia. If TÜV Italia issued a compliance certificate relating to the management

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system of a company or a certificate for a specific service provided in the Contract, it may be disclosed.

9.4 Without prejudice to legal requirements and the provisions of the accreditation and/or notification bodies, TÜV Italia ensures that technical information, production methods, business analysis, calculations, drawings, and other information considered confidential acquired during the activities related to the services provided, will be processed as confidential and used only for the contract purposes. This does not apply to that information already in the "public domain".

9.5 The above restrictions, do not apply to TÜV Italia, for any information that is or will become public domain.

9.6 To ensure confidentiality, TÜV Italia's personnel involved in the above activities may sign or propose the signing of a formal commitment to privacy.

9.7 The obligation contained in this article shall remain in full force during the entire contract duration and for a period of at least 24 months following the date of its conclusion unless otherwise provided in the privacy agreement.

9.8 The Organisation shall give its consent to the disclosure of information by TÜV Italia for similar processing to other TÜV SÜD Group companies.

#### 10. Health and Safety

10.1 The Organisation must provide TÜV Italia with the necessary information regarding any risks in the work environment and of the preventive and emergency measures where TÜV Italia and its employees carry out the activities under the Contract. The Organisation undertakes to coordinate and cooperate with TÜV Italia for compliance with the health and safety requirements set out in Legislative Decree 81/08.

10.2 When dealing with TÜV Italia personnel, the Organisation is liable for any violations of the provisions under this article.

#### 11. Code of Ethics and Legislative Decree 231/01

TÜV Italia guarantees an ethical approach in the conduct of its business, based on clear principles of fairness, transparency and impartiality. It has implemented an Organisation, Management and Control system in line with its corporate policies which complies with the legislation.

TÜV Italia has prepared its Code of Ethics, which is available at <http://www.tuv.it/it-it/chi-siamo/il-gruppo-tuev-sued/codice-etico>. It is an integral part of these general conditions, which the Organisation undertakes to respect.

#### 12. Property Rights

Appraisals and/or reports, calculations, tests results and all the technical documentation prepared by TÜV Italia are its property. The Organisation, under its sole responsibility, is entitled to use the documents only for the purpose for which they were issued.

#### 13. Trademarks

13.1 Without prejudice to what is specifically provided in the Regulations, the use of the TÜV SÜD trademark by the Organisation is permitted only upon express written authorisation and only for the services provided under the Contract and for TÜV Italia's certification purposes.

13.2 The right to use the TÜV SÜD trademark cannot be transferred to third parties by the Organisation.

13.3 The Organisation may use the trademark only during the period of validity of TÜV Italia issued compliance certificates.

13.4 For each trademark violation of the rules contained in the Contract, the Organisation shall pay a penalty of Euro 500,000, without prejudice to compensation for further damages.

#### 14. Use of certification

14.1 The Organisation undertakes to use compliance certification issued by TÜV Italia under the requirements, terms and conditions provided by the applicable TÜV Italia Regulations.

14.2 The correct use of the certification/attestation/report and, more generally, the correct application of the relevant certification or service standards are continuously controlled by TÜV Italia through a constant market monitoring and through periodic and unscheduled audits by its inspectors.

14.3 For each violation of the rules relating to the use of the certification contained in the Contract, or if it is misused, the Organisation shall pay a penalty of Euro 500,000, without prejudice to compensation for further damages.

#### 15. Termination and suspension of performance

15.1 TÜV Italia has the right to terminate the Contract under Art. 1456 of the Civil Code by giving the customer 20 days written notice by registered letter with return receipt or certified email in the following cases:

a) The Organisation has failed to fulfil its contractual obligations under Articles 2.4 (Prohibition to transfer the Contract) 10 (Health and Safety), 11 (Code of Ethics), 13 (Trademarks) and 14 (Use of certification) of these General Conditions

b) The Organisation becomes insolvent, is placed in liquidation, ceases trading, has a judicial or extrajudicial settlement with creditors, or is declared bankrupt.

c) The Organisation is more than 15 days late settling outstanding amounts (art. 6).

The Organisation shall immediately pay the invoiced amounts, without prejudice to TÜV Italia's right to charge a penalty. This will be equal to the residual value of the contract discounted at the time of the withdrawal based on the cost of life (ISTAT index) of consumer prices increased by three points, plus the cost of the services already offered. This is without prejudice to compensation for further damages.

15.2 TÜV Italia will still have the right to suspend the execution of the Contract and/or to modify its payment terms for invoices yet to be issued in the following cases:

a) The Organisation is more than 15 days late settling outstanding amounts (art. 6);

b) The Organisation fails to inform TÜV Italia of any actions (Public Authority and/or legal, judicial or criminal proceedings) against it, accidents or serious injuries that relate to the management system product/service/process/plant covered by the services provided by TÜV Italia;

c) The Organisation violates the provisions of Art. 10 (Health and Safety)

d) The Organisation is under insolvency proceedings or is insolvent or requests a settlement with creditors.

#### 16. Certificate Suspension and Withdrawal

16.1 Without prejudice to the Regulations and/or regulatory documents, TÜV Italia has the right to suspend the certificate already issued to the customer by sending a written notice by registered letter with return receipt or certified email in the following cases:

a) The Organisation is more than 15 days late settling outstanding amounts (art. 6) days in accordance with art. 15 above;

b) The Organisation fails to promptly inform TÜV Italia of any actions (Public Authority and/or legal, judicial or criminal proceedings) against it, accidents or serious injuries;

c) The Organisation modifies its management system or parameters which are subject to certification without informing TÜV Italia.

16.2 TÜV Italia may decide to withdraw the certificate if the Organisation fails to meet the conditions set forth by TÜV Italia to reactivate the certification within the terms indicated in the suspension notice.

16.3 Reference is made to the provisions contained in the Regulations (suspension of performance, certification suspension/withdrawal/cancellation).

#### 17. Court Jurisdiction

The Contract and the General Conditions must be considered and interpreted according to Italian law. The Italian text prevails over the English version and/or other languages which are made available. The Milan Court shall have the exclusive jurisdiction for any dispute involving the validity, interpretation, performance and termination of the Contract and these general conditions. This applies even if the Contract is signed or applicable elsewhere.

#### 18. Final provisions

18.1 These General Conditions are subject to the modifications required by subsequent laws and/or regulations. No modification will be effective without the parties' written consent. Any delay or failure of either party to enforce any right or exercise an option shall not be construed as a waiver of the power to enforce or exercise such right later.

18.2 The nullity and/or invalidity and/or ineffectiveness of conditions or clauses or part of them, contained in the General Conditions and/or the Regulations and/or regulatory documents does not entail the invalidity and/or ineffectiveness of other terms or conditions. Conditions or clauses or part of them which are void and/or invalid and/or ineffective will be replaced automatically by conditions or provisions that are valid and effective according to the parties' purpose and intent.

18.3 At the offer acceptance, the Organisation shall indicate a postal address, certified e-mail, phone and fax numbers and the name of the contact person to whom TÜV Italia will send all communications and official documents which have full legal and contractual value. The modification of such data will not be effective if not promptly communicated in writing to TÜV Italia.