



## Attachment 1

Offer n° XXXX Rev.X dated XX / XX / XXXX

## CONTRACT GENERAL TERMS AND CONDITIONS

## 1. Definitions

"P.H. Srl" (hereafter referred to as PH), an Italian company affiliated with the TÜV SÜD AG Group and subject to TÜV Italia Srl's, control and coordination with its registered office in Barberino Tavarnelle (FI) via Sangallo 29.

"ORGANISATION or CUSTOMER": Is the party who entered into the contract with PH and to which these general conditions are applied.

"SERVICES": Activities provided by PH, as specified in the Contract, relating to measurements, tests or audits in the environmental, food and contact food sectors. These include chemical, microbiological, biomolecular, ecotoxicological, sensory, technical and training services in the field of industrial hygiene, environmental impact assessments, sampling, analysis and measures to control the exposure risk to physical-chemical-biological agents in work environments, defining potentially polluted sites, sampling and analysis of plant atmospheric gaseous emissions and medical gas analysis at the point of delivery.

"OFFER": is the proposal made by PH and communicated in writing to the Organisation.

"REGULATORY DOCUMENT": is a document (or set of documents) that provides rules, guidelines and characteristics for PH services.

"CONTRACT": is the written agreement between the parties which consists of the formal written acceptance by the Organisation of the Contract's "GENERAL CONDITIONS" and all applicable regulatory documents. These terms and conditions are made available in English in electronic format 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") govern the services offered by PH as defined in the Contract. Any service that is not specified in it, including verbal negotiations, shall be deemed expressly excluded.

2.2. Should PH consider it necessary to modify the Contract during the performance of Services, including any changes in the relevant regulatory documents or accreditation bodies, it shall quickly inform the Organisation. These changes will be subject to specific written agreements between the parties.

2.3. Performance of the Contract's activities by PH means the acceptance by the Organisation of the Offer and the General Conditions.

2.4. Any modifications to the Services requested by the Organisation for its future needs will be evaluated by PH each time and will be subject to specific written agreements between the parties.

2.5. The Contract cannot be transferred without the PH's written consent

## 3. Information Access

3.1. The Organisation must provide all necessary support for the Contract's activity, including the provision of documentation required by applicable or relevant legislation and allow access to all areas where appropriate contract activities are carried out.

3.2. The Organisation is responsible for any lack of information or instruction inaccuracies provided to PH and for the submitted documentation.

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

## 4. Terms and conditions

4.1. PH and the Organisation shall comply with the Contract's provisions.

4.2. PH's services duration and terms are intended as indicative and non-binding. Nothing shall be due to the Organisation in the event of failure or delayed release of documents outlined in the Contract resulting from causes attributable to the Organisation.

## 5. Remuneration

5.1. The fees paid by the Organisation for PH Services are based on the rates indicated in its Offer. Fees may be calculated on a flat-rate basis or a tailor-made price list. This is without prejudice to the minimum invoice amount which is set at € 200 + VAT (two hundred Euro + VAT).

5.2. PH reserves the right to annually review and modify its fees due to the possible cost increase of the requested Service. If the Organisation does not approve such cost increases in writing, it will have the right to withdraw from this contract by written notice with certified date to be sent to PH and without additional charges.

5.3. The Organisation shall bear the costs incurred for the activities as specified in the Offer, in addition to the fees provided for in the contract documents.

5.4. PH will be entitled to charge the Organisation for any additional costs incurred which may have been caused by inaccuracies and shortcomings and lack of cooperation by the Organisation of its subsidiaries or third-party contractors.

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

## 6. Payment

6.1. Invoices for PH Services will analytically report the descriptions that appear in the Offer and/or order and any justified expenses.

6.2. The payment of the invoices is 30 (thirty) days after the end-of-month invoice date. Payment shall be by collection order unless otherwise provided in the Offer.

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

6.4. The payment of the invoices will be due by the Organisation even if compliance checks have an adverse outcome or in the case of a waiver of the services under the Contract.

6.5. If, for any reason, the Organisation breaches the Contract after its confirmation or withdraws in advance, PH reserves the right to charge a penalty. This will be an amount equal to the residual value of the Contract 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 provided. This is without prejudice to compensation for further damages.

6.6. If the Organisation cancels a scheduled service within seven business days preceding the already agreed date, PH 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), PH shall implement

and enforce all regulations, comply with the supply specifications and any additional contractual agreements.

6.8. The Organisation cannot suspend the payment of invoices for services provided by PH for any reason.

## 7. Performance Analysis

7.1. **Sample Delivery/Collection.** The material to be analysed must be delivered to the laboratory by the Customer unless otherwise agreed in writing. PH cannot be held responsible for the sampling performed by the Customer or the costs of transport and delivery to the laboratory. This shall be at Customer's responsibility and expense, ("Customer Sampling"). PH will provide any appropriate information on the sampling method, storage, records and containers to be used, without assuming any responsibility for the proper execution of such operations. Upon express agreement, PH through its personnel may collect the materials to be examined at the Customer's domicile or any other location communicated by the Customer. This performance will be considered accessory and subject to separate quotation. In this case, PH ensures the transport to its laboratories provides the preservation of the chemical, physical and microbiological characteristics of the material at the time of sampling ("PH sampling"). The Organisation must provide PH with the most accurate information on the risks connected to the material to be analysed, identifying any associated hazards including reporting the correct sample handling (disposal, reduction, protection).

7.2. **Sample acceptance.** Acceptance means taking the material to be analysed by PH personnel

7.3. **Analysis starting date.** Unless otherwise established, the sample analysis will commence within two working days from the sample acceptance. This is without prejudice to PH's proper preservation of the sample.

7.4. **Preservation of sample and back-up sample (or stock sample).** After the sample acceptance, PH assures the most accurate preservation methods to maintain its chemical, physical, and microbiological conditions. Unless otherwise agreed, PH acquires the ownership of the delivered sample, and the Organisation cannot request its return or any amount remaining after the analysis. Food and non-degradable samples which have been analysed (so-called remaining samples) are stored for a period of 30 days from the sample arrival date. Water, compost and other degradable samples are retained until the test report is issued. Any back-up sample (or stock sample) is suitably kept by PH to ensure that the chemical, physical and microbiological conditions are maintained for a period to be agreed by the parties in writing in advance. Once this term has expired, PH has the right to destroy or dispose of the back-up sample with the possibility of charging for the costs incurred.

7.5. **Test report.** The test reports are issued in the default PH format in a single electronic document and digitally signed following the general laboratory accreditation standards. The issue of any paper duplicates, upon the Organisation's request, will be subject to a separate quotation. The issue of test reports according to different formats under Customer's specifications must be expressly requested in writing and must follow general test laboratory accreditation standards and be technically feasible. In such cases, performance must be considered ancillary and subject to a separate quotation. Test reports are sent by email unless otherwise agreed in writing. Partial or total duplication of test reports is forbidden without PH's prior written permission. PH retains an electronic copy of test reports for ten years. PH retains technical records related to testing for ten years.

7.6. **Identification of test methods.** PH may clarify the methods or procedures used upon the Organisation's request. Any specific requirements regarding the test methods shall be agreed between the Parties before sample acceptance.

7.7. **Test report performance.** All test report information refers solely to the material under analysis and parameters used and does not constitute a product inspection and/or certification. Any request from the Organisation associated with the issuance of test reports – for example, opinions, interpretations, reports, comments, comparisons with legal limits and specifications, etc. - constitutes ancillary service and may be subject to a separate charge at PH's discretion.

7.8. **Complaints.** The Organisation may file a complaint in writing within 10 (ten) days from the test report receipt.

## 8. Liability

8.1. The Contract provisions govern PH's liability for the entire activity.

8.2. In the case of Customer Sampling, PH may not be responsible for the sample representation of reference lot and/or the context from which it was taken. Likewise, PH is not responsible for the truthfulness of the information provided by the Customer. Statements or reports issued by PH 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 PH harmless from any third-party damages claim.

8.3. Other than in cases of wilful misconduct or gross negligence by its employees, PH is not liable in the following cases:

- for damage or loss suffered by the Organisation or third parties caused by the sampling, testing or other services;
- if it cannot meet its obligations due to unforeseeable and unavoidable events and circumstances;
- if the test reports or certificates were not acknowledged as valid by third parties.

8.4. PH 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.

8.5. PH 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 PH's wilful misconduct or gross negligence during the execution of the Contractual Services. This is without prejudice to any indirect and/or consequential damages. PH's liability will be limited to the individual contract value.



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8.6. PH will not be liable for risk assessment and analysis plan within the Food Contact Material - Food Packaging sector which will be under the sole Organisation's responsibility.

### 9. Right to use external resources

9.1. PH can use employees or third-party contractors who operate on its behalf to perform its Contractual Services.

### 10. Confidentiality and privacy protection

10.1. The Organisation declares to have received the information under Art. 13 of the Regulation EU 679/2016 and authorises PH to process its data under the General Data Protection Regulation (GDPR). Such data may be used by PH and its employees to perform the required services, and for the purposes related to them.

10.2. The Organisation certifies that any communicated information of which PH becomes aware during the execution of the service can be communicated. The Organisation will indemnify and hold harmless PH from any adverse consequences if there is a dispute or action by a third party.

10.3. According to the requirements of the technical standards and applicable regulations, in compliance with Regulation EU 679/2016, PH may communicate data to third parties or disclose information by compiling directly accessible registers on the website, if PH has verified a given product/process/plant or if the latter has issued a specific Service certification.

10.4. Without prejudice to legal requirements and the provisions of the accreditation and/or notification bodies, PH ensures that technical information, production methods, business analysis, calculations, drawings, and other information considered confidential which was 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 information already in the "public domain".

10.5. The above restrictions, do not apply to PH, for any information that is or will become public domain.

10.6. To ensure confidentiality, PH's personnel involved in the above activities will sign a formal commitment to privacy.

10.7. 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 its conclusion.

10.8. PH may disclose data for similar processing to other companies in the TÜV SÜD Group as stated in the Informative Privacy notice.

### 11. Health and Safety

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

11.2. When dealing with PH personnel, the Organisation is liable for any violations of this article's provisions.

11.3. The Organisation shall ensure that PH receives in time the instructions necessary to carry out the Service, particularly the information and details required for the intended use or destination of the material covered by the Service. The Organisation will provide the necessary arrangements to eliminate any obstacles or difficulties that could hinder the proper performance of the required services.

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

12.1. PH 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 comply with the legislation.

12.2. PH has adopted the TÜV SÜD AG Group Code of Ethics, available at <http://www.tuv.it/it-it/chi-siamo/tuev-italia/codice-etico>, as an integral part of these General Conditions, to which the Organisation undertakes to abide.

### 13. Property Rights

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

### 14. Test reports use

14.1. The test report may only be used in its entirety. It is expressly forbidden to use part of the content contained in the test report.

14.2. The correct use of the test report and the general correctness of the regulatory references for the Service provided are kept under PH's constant control by continuous market monitoring.

14.3. Each test report rule violation on the certification use contained in the Contract General Terms and Conditions or if the report is misused, will see the Organisation pay a penalty of Euro 500,000 (five hundred thousand), without prejudice to compensation for further damages.

### 15. Termination and suspension of performance

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

- The Organisation has failed to fulfil its contractual obligations under Articles 1.4 (Prohibition to transfer the Contract) 10 (Health and Safety), 11 (Code of Ethics), 13 (Test report use) of these General Conditions;
- The Organisation becomes insolvent, is placed in liquidation, ceases trading, has a judicial or extrajudicial settlement with creditors, or is declared bankrupt.
- The Organisation is more than 15 days late settling outstanding amounts (art. 5).

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

15.3. PH has the right to suspend the Contract's execution and modify its payment terms for invoices yet to be issued in the following cases:

- The Organisation is more than 15 days late settling outstanding amounts (art. 5);

- The Organisation fails to inform PH of any actions (Public Authority and legal, judicial or criminal proceedings) against it, accidents or serious injuries that relate to the product/service/process/plant covered by PH services.
- The Organisation violates the provisions of Art. 10 (Health and Safety)
- The Organisation is under insolvency proceedings, is insolvent or requests a settlement with creditors.

### 16. Accredia rules - additional clauses for laboratory tests

16.1. PH authorises the presence of the Organisation personnel during the test execution solely for compliance verification or the correct implementation of the procedure. The PH choice of personnel, equipment, the results obtained, and the final assessment is PH's exclusive competence and responsibility.

16.2. No PH employee may have any interest in the activities performed by the Organisation.

16.3. Accredia accreditation does not imply the approval of a product by PH or Accredia.

16.4. Test reports containing the Accredia mark can be issued only for the tests for which Accredia has granted the accreditation. In such cases, Services are delivered under the agreement signed between PH and Accredia (see DG-003 document available on [www.accredia.it](http://www.accredia.it)).

16.5. In tests subject to accreditation under the UNI CEI EN ISO/IEC 17025 standard, the measurement uncertainty related to each analysis carried out by the laboratory is known and is available upon the customer's express request. Unless specifically requested by the Customer, the compliance assessment is unaffected by the measurement uncertainty contribution.

### 17. Court Jurisdiction

17.1. The Contract and the General Conditions must be considered and interpreted under Italian law.

17.2. The Florence 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 regulations.

18.2. No modification of these conditions will be effective without the parties' written consent.

18.3. 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 apply such right later.

18.4. The nullity and/or invalidity and ineffectiveness of conditions or clauses or part of them, contained in the General Conditions and the Regulations does not entail the invalidity or ineffectiveness of other terms or conditions.

18.5. Conditions or clauses or part of them which are void and/or invalid and/or ineffective will be replaced automatically by terms or provisions that are valid and effective according to the Parties' purpose and intent. At the offer acceptance, the Organisation shall provide a postal address, certified e-mail, phone and fax numbers and the name of the contact person to whom PH will send all communications and official legal and contractual documents. Data modification will not be valid if not promptly communicated to PH in writing.