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S.p.A.

TESTING AND MEASUREMENT  
DIVISION

## GENERAL SUPPLY CONDITIONS

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**1. GENERAL PROVISIONS.**

Unless otherwise stated and expressly agreed in writing, **INTEK S.p.A. P.IVA 03268280173** with

- Legal headquarters **25086 REZZATO (BS) – ITALIA Via Mazzini, 75**

- headquarters **25086 REZZATO (BS) – ITALIA Via Breve, 75**

(hereinafter called **INTEK**) is committed to providing services in accordance with these General Supply Terms (following the "General Terms") and consequently all offers or tenders for the provision of services and subsequent Order Confirmations issued by **INTEK** are based on these General Terms. All contracts, agreements or other agreements resulting will be governed, in all their aspects, by these General Terms, except if the laws in force at the place where those agreements are negotiated or stipulated preclude the application of any of the General Terms. In that case, the local law will prevail, but only to the extent that it is inconsistent with the General Conditions in question.

Any changes to these General Terms contained in any **Client document** will not be considered valid unless explicitly accepted in writing by **INTEK**.

The services and activities are indicated in detail, in the document Offer Commercial Technical Proposal issued by **INTEK** and in the following document of **INTEK** Order Confirmation with, if necessary, any technical attachments.

The documents include costs, service time, testing report terms of delivery and methods of payment.

In **the INTEK Offer** and **INTEK Order Confirmation**, there are also other details regarding the specific supply and service conditions provided by **INTEK**, if not already outlined in this General Terms document, which are binding by the Agreement.

**INTEK** is a regulatory testing and consulting company. As such:

- provides such standard services in accordance with the General Terms, article 2

- provides agreed services and technical support in accordance with the General Terms, article 3

- releases Test Reports in accordance with the General Terms, article 3.13.

**INTEK** has adopted a "**Code of Ethics**" contained in doc **00 01 DDG 002 DIR**, available on the website [www.intek.it](http://www.intek.it) the Area Company/useful links

Respect for the "code of ethics" allows **INTEK S.p.A. to confirm that it** operates according to principles of:

- reliability that includes honesty, maintenance of promises, integrity, transparency, reliability, loyalty

- respect that includes respect for human rights

- responsibility at all levels and for any administrative and/or technical activity

- justice that includes impartiality and fairness

- concern that includes sensitivity to others in avoiding harm

- citizenship that requires respect of laws, community support and environmental protection

respect for the "**Code of Ethics**" must apply, to the extent applicable, to all **STAKEHOLDERS** with whom **INTEK** collaborates, such as Clients and Suppliers.

The conditions of **INTEK's "Code of Ethics"** are an integral part of these General Terms.

**2. DEFINITIONS.**

The terms included in these General Terms have the following meaning:

a) "**INTEK**" **S.p.A.** hereinafter referred to as "**INTEK**": an entity that issues the Offer as a commercial technical proposal and subsequently Order Confirmation/Sales Contract.

**INTEK's objectives** are the following:

- The execution of laboratory tests, tests, measurement, analyses and evaluations, including destructive and non-destructive tests carried out either "on site" or at Client's location; activities carried out according to current or future EU directives, laws, regulations, provisions, community rules, international or national provisions or regulations of Italy or of EU or non-EU countries or of national, EU, non-EU and international bodies or distinct and contractual specifications between companies

- Specific consulting activities and training courses for the activities mentioned above.

- Research testing for Clients, Research Institutions and Universities.

In any case, activities that may compromise compliance with the independence, impartiality and integrity requirements set by the relevant Community, National and International Regulations for the activities of the testing and calibration laboratories are excluded from the company's activities.

Some of the activities are subject to accreditation, recognition, or approval by the authorities responsible for issuing such claims. The list of such activities can be found on the company's website [www.intek.it](http://www.intek.it) in the "Accreditations" section.

b) The "Client" will be understood as the owner of the Commercial Technical Proposal Offer and subsequent Confirmation Order.

c) "Commercial Technical Proposal Offer", hereinafter referred to as "Offer", will be understood to be the summary document of the services proposed by **INTEK** to the Client; the Offer may include technical annex of test plans.

d) "Confirm Order" issued by **INTEK** will be understood as the official contractual document of reference. The **INTEK** Order Confirmation will be issued only after **INTEK** receives the Document Order of the **Client** and/or Purchase Form (**INTEK** form) duly filled out by the **Client**; the Order Confirmation may include technical attachment of test plans

d) "Sample and/or EUT" will be understood as any asset subject to an Offer and subsequent Order Confirmation.

(e) "Service" will be understood as any service, provision, delivery, or work subject to Offer and subsequent Order Confirmation

### **3. SERVICES PROVIDED BY INTEK**

**INTEK** will provide the services in accordance with the following:

#### **3.1 OFFER VALIDITY**

Unless otherwise specified, offers are valid for 60 days.

#### **3.2 INSTRUCTIONS AND TERMS**

**INTEK**:

- specific instructions **of** the client as confirmed by **INTEK**
- terms in the Commercial Technical Proposal Offer and then Confirm Order/Sales Contract.

#### **3.3 COMPLIANCE WITH REFERENCE REGULATORY REQUIREMENTS**

**INTEK** respects:

- the conditions, principles and requirements established by the current national and international reference regulations, as recalled by the harmonized UNI CEI EN ISO/IEC 17025:2018 "General requirements for the competence of testing and calibration laboratories", for the services provided by the Test Laboratory
- The Latest Update Guidelines, as well as common procedures and application set out for the reference sector

#### **3.4 IMPARTIALITY AND CONFIDENTIALITY**

**INTEK** guarantees staff impartiality to ensure the technical quality of the test results and guarantees the confidentiality of the data related to the test objects and all the documentation submitted by the Client.

The above principles are in full compliance with the CEI EN ISO/IEC 17025 standard specifically - 4.1 and 4.2

#### **3.5 APPLICABLE STANDARDS AND ACCREDITED TESTS.**

The choice of the applied standards is the responsibility of the **Client**, unless otherwise specified; the use of the regulations indicated in the Proposed Trade Offer and the subsequent Confirm Order is considered implicitly accepted by the **Client** with the issuance of the order.

**INTEK** is an accredited laboratory UNI CEI EN ISO/IEC 17025:2018. It is possible to access the detailed list of accredited tests directly at the ACCREDIA website: [www.accredia.it](http://www.accredia.it)

The tests indicated with an \* in the commercial Offer and subsequent Order Confirmation do not fall within the ACCREDIA accreditation.

#### **3.6 CHANGES TO THE TEST PLAN OR REPETITION OF THE TESTS**

Any repetition of the tests, or test plan changes indicated in the Confirmation of Order, will be agreed upon a case-by-case basis with the Client for the technical and financial aspect, as well as for the procedural time frame.

In the event that, during the tests, the staff of the Client, present at the testing, request additions to the test plan or repeat tests after corrective actions as a result of "non-compliance", **INTEK shall** provide for the drafting of a contractual integration document that shall be sent to the Client with request of acceptance, which shall be included in the invoice order as provided in the integration. The Client must confirm the acceptance of the integration document through Formal Order and/or through **INTEK** "form".

#### **3.7 TEST EXECUTION DATE**

The tests will begin on the date established in the **INTEK** Order Confirmation and shall continue until test completion.

#### **3.8 SAMPLING, SAMPLES AND DOCUMENTATION DELIVERY**

3.8.1 **INTEK** does not carry out sampling activities unless the number of samples delivered exceeds the number of samples required for the execution of the tasks. In this case, **INTEK** shall extract the test samples by random

selection (Excel function "random between(1; n)")

3.8.2 Before initiating testing, **INTEK shall** conduct verification procedures on the samples and documentation provided/sent by the **Client** to:

- ascertain that what has been submitted by the Client complies with statements made in the contract, and that the sample does not present undeclared risks to the safety and health of technicians and the testing environment,
- verify the functionality related to the tests to which the sample will be subjected,
- inspect the comprehensiveness of the required technical documentation attached to the sample.

Any inadequacy of the test sample will be reported to the **Client** and the order will be put on hold, pending delivery, by the **Client**, of a new sample or completion of the sample with the cancellation of contractual times.

3.8.3 **INTEK** shall not perform sample recognition unless specifically requested to do so by the **Client** and, in that case, there shall be a separate quotation after viewing the sample and the related documentation.

### 3.9 TEST EXECUTION SEQUENCE

Unless otherwise specified in the Confirmation of Order or Regulatory Constraint of Sequence, the tests will be performed according to the availability of the laboratory's testing equipment

### 3.10. SUBCONTRACTING.

**INTEK** may delegate the total or partial implementation of the services contracted on behalf of the **Client** to any subcontractors, when authorized in writing by the **Client**.

Such arrangements are reported in the Technical-Commercial Proposal Offer and in the Order Confirmation and are subcontracted to qualified external suppliers and monitored according to the provisions of the applicable management procedures of the

**INTEK** Integrated Management System.

**INTEK** remains responsible for the results provided to the **Client** relating to subcontracted tests or test phases.

### 3.11 TESTING OBSERVATION

3.11.1 In the case of common interest, where the **Client** wishes to observe testing, **INTEK** requires that the names of the authorized persons be specified at the ordering stage. **INTEK** undertakes, during the Order Confirmation phase, to communicate authorization of access to the laboratory to the **Client** as well as the exact testing dates.

3.11.2 The presence of **Client's personnel** at **INTEK** is subject to

- the UNI CEI EN ISO/IEC 17025 Standard,
- **INTEK's** security and confidentiality procedures that will be reviewed and signed by **Client's personnel** upon entry into the Laboratory,
- the safety requirements which will be provided by **INTEK** staff

### 3.12 TECHNICAL QUALITY OF TEST RESULTS

**INTEK** guarantees assurance of the quality and technical validity of the test results in accordance with the requirements of the CEI UNI EN ISO IEC 17025 standard.

### 3.13. FINAL TESTING REPORT AND DOCUMENT REGISTRATION AND STORAGE

3.13.1 Unless otherwise specified in the Offer and Order Confirmation, at testing completion, a Test Report will be issued, normally in English, written in accordance with the CEI EN ISO/IEC 17025, in the original PDF format, digitally signed and/or printed format, in single copy original. The translation in Italian, or other language, if requested, will be quoted separately based on the requested language and on the content of the report itself.

3.13.2 The request for additional copies and/or further additional copies other than those indicated in the Offer or Order Confirmation must be agreed upon and issued with a revision index subject to billing.

3.13.3 The final test results shall be reported exclusively in the Test Report issued complete with all the necessary signatures on the first page of the report. Anticipation of the results, whether verbal or via telephone or fax do not commit **INTEK**.

3.13.4 Test Reports refer exclusively to samples tested and described in the Test Report.

3.13.5 After the issuance of the Test Report, **INTEK** shall not modify or reissue the Test Reports in response to any requests from the **Client** for subsequent modifications or information relating to: product number and/or code, lot number, SW/HW revision, manufacturer and/or **Client name**, unless such data was previously available at the time of

testing and erroneously overlooked or omitted by **INTEK** in the Trial Report

3.13.6 Partial copies of the test report are not permitted without written authorization by **INTEK**.

3.13.7 The Test Reports are confidential documents and exclusive property of the Client. **INTEK** is committed to the confidentiality and secrecy of the test results and any information obtained during the testing.

3.13.8 Test reports, complete with test registration, records related to testing and documents accompanying the order shall be filed and stored by **INTEK** for at least 10 years.

### **3.14. FORMULATION OF COMPLIANCE DECLARATIONS.**

For the definition of "compliant" or "non-compliant" outcomes in regulatory documents, where these aspects are not specified in detail in the reference standard used specified in the Offer and its Order Confirmation, **INTEK** shall utilize the criteria reported in the document "Decision Rules – criteria and/or requirements by definition of "compliant" or "non-compliant" outcomes, doc **INTEK 07 08 DOC 003 PRE** available on the site [www.intek.it](http://www.intek.it) the Company/link area

The standard criterion used for such a declaration is that c.d. "shared *risk*" in accordance with ILAC-G8.

### **3.15. MEASUREMENT UNCERTAINTY.**

When required by applicable policies or when relevant to the validity or use of test results, or when the results affect compliance with specification limit, the measurement uncertainty values are reported on the Test Report. The values refer to the "extended uncertainty value of 95% confidence level (k-2)"

### **3.16. INTERPRETATIONS AND OPINIONS.**

3.16.1 The results of the Test Report and the accompanying reports refer uniquely to the samples submitted for testing and is, in no way, applicable to other samples or lots from which the samples were taken.

3.16.2 When opinions and interpretations are required, such requests must be specified by the Client during the Offer request and subsequently indicated in both the Offer and **INTEK** Order Confirmation. The **INTEK** Accredited Test List contains the guidelines for which **INTEK** can issue opinions and interpretations under the accreditation scheme.

### **3.17. SAMPLE STORAGE AND RETURN**

3.17.1 **INTEK** must ensure correct sample storage according to its internal procedures, while respecting subsequent information and indication provided by the **Client**.

3.17.2 At test completion, **INTEK** shall notify the **Client** of the availability of sample collection and shall, at that time, arrange for the return delivery by freight collect or by any other modality agreed to by the **Client**. **INTEK** reserves the right to eliminate samples which have not been reclaimed three months after the date of notification of restitution. Any costs required for the necessary elimination of the samples shall be charged to the **Client** with a 10% surcharge.

### **3.18. INTEK SAFETY OBLIGATIONS.**

3.18.1 **INTEK** is committed to complying with workplace safety obligations. The staff is informed and trained for the procedures outlined in the Offer and subsequent Order Confirmation, and are subject to health surveillance as per health protocol dictated by the Corporate Physician in accordance with the current provisions regarding workplace safety, Contribution Regularity and other applicable provisions.

3.18.2 In the event of the Client's presence during the actual testing phase, **INTEK** shall provide the proper safety information to the Client's personnel so that they may be designated as PAV (authorized persons). If necessary and according to internal occupational safety and security measures **INTEK** shall provide the Client's personnel with test appropriate PPE according to the procedure to be performed.

3.18.3 In the event of procedures carried out at a location designated by the Client for a period longer than 2 working days, **INTEK** shall provide, in a predetermined time and before access to the workplace, the required documentation for the subsequent drafting of the RAD for the Client (in compliance with the General Conditions, article 4.5) within and no later than 5 working days prior to the start of the procedure. The charges due for the preparation necessary to access the work site requested by the Client shall be assessed from time to time and promptly communicated to the Client.

## **4. OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT.**

**4.1 CONTRACT ACTIVATION**

It is understood that the activation of the contract occurs with the communication to **INTEK** of the Client's acceptance of the Financial Offer **by sending the Order** and/or completing the INTEK "Order form". **INTEK** shall proceed to draw up and send the relevant Order Confirmation to the **Client**.

It should be noted that **Client** from whom instructions to proceed through Purchase Order and/or Order Form are received, shall be the sole contractual reference for **INTEK**. No other party is authorized to issue instructions or changes, in particular with regard to the Sample and/or EUT, changes to the planned procedures or the test report delivery, without prior written authorization from the **Client** and in accordance with **INTEK**.

**INTEK** shall, therefore, be considered irrevocably authorized to deliver the Test Reports to third parties only if they possess written instruction from the Client or in the event of specific legal provisions.

**4.2 DELIVERY OF SAMPLES AND ACCOMPANYING DOCUMENTATION**

4.2.1 The sample(s) and the required technical documentation must be delivered to **INTEK** in the timeframe set in the Order Confirmation; delays in the delivery of the sample(s) or of the required documentation shall invalidate the time schedule set out in the INTEK Order Confirmation and, as a result, a new time schedule for testing shall be arranged.

4.2.2 It is the **Client's responsibility to ensure carriage free delivery of the samples undergoing testing to INTEK with a DdT clause** (delivery document clause): "Samples for Laboratory Tests".

The Client must ensure that **INTEK** receives the required samples and documentation, instructions and sufficient information in due time for the requested services to be completed efficiently.

4.2.3 At the request of **INTEK**, the **Client shall make available** any special equipment or personnel necessary for the completion of the required services. This constraint, in addition to what is defined in the **INTEK Order Confirmation**, may arise after the arrival and review of the sample and documentation by **INTEK** and consideration of non-compliance with the contractual terms. **INTEK** reserves the right, in this case, to interrupt the contractual phase and notify the **Client** with reservation, if any, of contractual integrations.

**4.3 PERSONNEL AUTHORIZED TO OBSERVE TESTING**

The **Client agrees, if he so wishes**, to provide a list of the names of personnel authorized to observe the testing specified in the contract, limiting, in any case, the number to a maximum of 3 persons.

**4.4 CONTRACTUAL ADJUSTMENTS**

The **Client undertakes** to immediately notify **INTEK** of any changes to the Order Confirmation, for example, the number and/or composition of samples to be delivered.

**4.5 ACCESS FOR "ON SITE" TESTING**

In the event that testing is planned for a location designated by the Client, and/or "on site" testing, the **Client** must provide **INTEK** representatives all necessary access to ensure that required services can be provided efficiently;

**4.6 "ON SITE" AND/OR CLIENT VENUE SAFETY MEASURES FOR TESTING**

If testing is programmed at a **Client** location or "on site", the Client must ensure that all necessary safety and security measures are taken in relation to working conditions, worksites and facilities during the provision of services. The **Client** has the complete and sole responsibility towards both **INTEK** and any third parties. In the event of a transfer of operations to the Client location, the Client must request all necessary documentation for the procedure from **INTEK** in accordance with the current security legislation at the workplace no later than 5 working days prior to the initiation of the procedure. It is also the **Client's responsibility** to report to **INTEK**, in the event of Client location or "on site" testing of more than 2 days, through the appropriate DUVRI document (Unique Document of Assessment of Interference Risks), any risks present at the workplace, any contingency safety plans, the names of personnel present on the scene who are authorized to perform first aid or emergency management in case of fire. Any risks arising from activities to be carried out at altitude and/or in confined or suspected places of pollution must be reported in writing to **INTEK** during the Offer phase and specified in the Financial and subsequent Order Confirmation Offer issued by **INTEK**.

**INTEK** reserves the right to carry out an inspection at the work site indicated by the Client, the costs of which will be borne by the **Client**.

**4.7 PROCEDURES TO AVOID OBSTACLES AND/OR INTERRUPTION OF INTEK SERVICE**

The **Client** is committed to taking all necessary actions to eliminate or remedy any obstacles or interruptions in the execution of the required services.

#### 4.8 SAMPLE RISKS AND DANGERS

The **Client** shall preventively inform **INTEK** of any real or potential risk or danger relating to any service, sample or testing, including, for example, the presence or risk of radiation, toxic/noxious explosive elements or materials, optic, acoustic, microbiological pollution or environmental poisoning (in accordance with the following article 5; **INTEK** reserves the right not to activate the test plan if any risk and danger has not been previously stated and accepted by **INTEK** or is contrary to the health and safety requirements required by **INTEK**

#### 5. COMPLETE INFORMATION AND HAZARDOUS MATERIALS DELIVERY

All requests and orders related to the provision of services must be accompanied by sufficient information and specific instructions to enable **INTEK** to evaluate and/or provide the required services.

Sending materials/objects/EUT deemed hazardous under R.E. 1272/2008 (CLP) and D. Lgs. 81/2008 Title IX, must be strictly communicated to **INTEK personnel** prior to dispatch.

In the event of unannounced receipt of materials deemed dangerous under R.E. 1272/2008 (CLP) and D. Lgs. 81/2008 Title IX, **INTEK** reserves the right to withdraw from the contract and, therefore, not to continue contractual activities, in addition to charging the **Client** the shipping costs and the increased operating costs for the return of materials deemed dangerous.

#### 6 PRICES AND INVOICING

##### 6.1 PRICES

The prices listed in the Financial Proposal Offer and in the Order Confirmation issued by **INTEK** are understood to be exclusive of VAT.

##### 6.2 PROGRESS BILLING

Unless otherwise agreed, **INTEK** shall issue progress billings for completed monthly hours.

#### 7 TEMPORARY SUSPENSION OF SERVICES

In the event that service is suspended for reasons not attributable to **INTEK**, **there shall be an automatic termination of service after 3 months; unclaimed samples will be returned to the client; any testing completed at this point will be subject to new testing upon the opening of a new order for the same product.**

#### 8 DAMAGE ATTRIBUTABLE TO SAMPLE ANOMALIES

Any injury to persons and/or objects attributable to the abnormal sample functioning and not due to the incorrect operation or handling of the laboratory equipment or test implementation by **INTEK technicians**, shall be fully borne by the **Client**.

#### 9 ORDER CANCELLATION OF ONGOING SERVICE

In the event of Order Cancellation of Ongoing Service by the **Client**, **INTEK** reserves the right, in any case, to submit the work order fee in addition to completed labor and out-of-pocket costs incurred for equipment and/or special material purchased for testing in addition to those defined in the following point (10).

#### 10 ORDER CANCELLATION PRIOR TO START OF SERVICE

In the event of cancellation by the **Client** of the Laboratory booking for testing, **INTEK** reserves the right to submit a percentage of the order amount, excluding the fees for Test Report, proportional to the period of notice.

Specifically:

- 1 week notice: no charge
- 2 days notice: 30%;
- no notice: 70% .

#### 11 PAYMENT

##### 11.1 PAYMENT TERMS

The payment terms are specified in the Financial Offer and relative Confirmation **INTEK** Order.

##### 11.2 RESPECTING PAYMENT TERMS

Invoice payments must be made by **the client** at the due date and for the total agreed upon. Late or even partial payment of invoices beyond the due date will give rise to the immediate start of the interest on arrears, calculated according to the D. Lgs. 231 of 09/10/2002 and subsequent amendments.



**11.3 DISPUTES**

Any dispute over the execution of the contract does not entitle **the Client** to suspend or delay payments.

**12. USE OF TRADEMARKS AND LOGOS.**

The **Customer** undertakes not to make use of the logos and trademarks present in the documentation received from INTEK. These brands cannot be used in product documentation nor may they be displayed on the product itself. The use or partial reproduction of the logos of the Accreditation Bodies, Certification, and **INTEK logos** present within the documentation issued by **INTEK** and submitted to the **Client** are therefore prohibited.

**13. INTEK RESPONSABILITY**

INTEK's responsibility relates only to the analytical test results relating to the samples being analyzed, which neither constitute approval nor judgment of the merits of the product analyzed. INTEK, moreover, assumes no responsibility regarding the actual representation of the tested sample subject to the reference batch and/or the context from which it was collected.

**INTEK** responds solely to the activities directly carried out, or subcontracted, from the moment of the sample's arrival. In the event of ascertained non-compliance, the related liability is limited to damages that are an immediate and direct consequence of that non-compliance, provided that it has been determined by mild negligence (and not, on the other hand, due to willful misconduct or gross negligence).

In this case, you may be called upon to respond under article.1382 c.c. to a maximum of 5 times the amount of the fee of the service which generated the direct damage. In any case, **INTEK** cannot be held liable for indirect and/or consequential damages or losses alleged by the Client, including loss of profit. The **Client** is obliged, in any case, to hold INTEK as well as INTEK personnel indemnified and harmless from any third-party claims for compensation or damage of any type related to the services rendered. The Company's liability may be increased, upon request to **INTEK**, prior to the performance of the service, up to an agreed value, in return for the payment of additional fees equal to an appropriate fraction of the increase of said compensation or up to the value to be established.

In the context of the previous paragraphs and in the event of an alleged non-compliance with **INTEK**, the same must be notified by the **Client** no later than the 15 days (fifteen) period from the time the latter becomes aware of it, under the penalty of foregoing any and all action of recourse against **INTEK**.

**14. TRAVELLING EXPENSES**

The General Terms and Conditions applicable for service at workplaces other than **INTEK** shall respect the following prospectus in addition to the above.

**14.1 CHARGES AGAINST THE CLIENT.**

Securing the workplace and preventive sharing of safety information:

- assistance and management of any lifting equipment (scaffolding, racks, cranes, lifts, etc.)
- lighting and electricity
- charges due for any forced stoppages arising from causes not attributable to **INTEK**, quantifiable per individual technician in proportion to the value of the service
- travel charges for incomplete labor due to events not attributable to **INTEK** (e.g. weather conditions).

**14.2 CHARGES AGAINST INTEK.**

Estimated security costs, individual PPE (personal protective equipment), training:

- appropriately trained and qualified personnel
- equipment necessary for the execution of service.

**15. INTEK INDEMNITY, COMPENSATION AND ADDITIONAL COSTS****15.1 INDEMNITY, COMPENSATION**

The **Client** shall guarantee, indemnify and hold harmless **INTEK** and its respective executives, employees, agents or subcontractors with respect to any claim made by any third parties for the loss, damage or expense, of any nature or otherwise arising, regarding the execution, alleged execution or non-execution of any service, provided that the sum requested exceeds the limit set out in Article 13. Any contract stipulated by **INTEK** is done so, not only on its own behalf, but also as an agent or trustee of any of the abovementioned persons.

**15.2 ADDITIONAL COSTS OF INTEK**

In the event of unexpected difficulties or unforeseen expenses during the course of any contracted service, **INTEK shall be entitled to charge for any additional costs needed to cover necessary extended time as well as the additional expenses needed to complete service, by prior notification and approval of the Client.**



#### **16. FORCE MAJEURE**

In the event that **INTEK** is unable, for any reason beyond its control, to provide or complete any commissioned or contracted service, the **Client** shall owe **INTEK**:

-amount of all expenses incurred

-a percentage of the fee or agreed commission equal to the percentage of the service actually incurred

#### **17. RISK OF LOSSES AND DAMAGES**

**INTEK** does not act as insurer or guarantor and denies any liability in merit. Clients requiring a guarantee against losses or damages must stipulate appropriate insurance.

#### **18. CONFIDENTIALITY CLAUSE**

**INTEK**, the **Client** and their representatives agree, in view of the particular nature of the contractual relationship in force, to maintain the maximum confidentiality of the reciprocal technical or commercial information of which they should become aware in the course of the stipulated contract. The Client, in particular, for the entire duration of the specific contractual relationship with **INTEK** in force, and for the 10 (ten) successive years after the termination of the contractual relationship, unless otherwise agreed, undertakes to maintain confidentiality on every technical or commercial element of which he becomes aware in the course of the relationship with **INTEK**.

#### **19. EXPRESS TERMINATION CLAUSE**

The parties are entitled to terminate, pursuant to article 1456 of the Italian Civil Code, at any moment, in writing, the provision and delivery of a service in the event of default of obligations under articles: art. 3. SERVICES PROVIDED BY THE COMPANY, ART. 4 OBLIGATIONS AND RESPONSIBILITY OF THE CLIENT, art.5. COMPLETE INFORMATION AND DELIVERY OF HAZARDOUS MATERIAL, art. 12 USE OF TRADEMARKS AND LOGOS and art. 18 CONFIDENTIALITY CLAUSE. Such settlements shall take effect by law, on receipt of the notification sent by registered letter with return receipt or by PEC certified email, by which one of the parties declares that it intends to avail itself of the express termination clause, without prejudice to the right of compensation for any resulting damage. It is understood that this Agreement shall be automatically terminated in event of bankruptcy, settlement, liquidation, or other proceedings requested or initiated by the competent authorities of one of the parties. The "ipso jure" will take effect without the right to reimbursement or compensation.

#### **20 DATA PROTECTION - European Regulation 2016/679**

Art. 13 European Regulation 2016/679. **INTEK**, as Holder, electronically treats its data in accordance with contractual and legal requirements. The provision of data is mandatory and failure to provide compromises the subscription of the contract. Its data will be processed by authorized persons, communicated exclusively to competent and duly appointed persons for the performance of the services necessary to the proper management of the relationship, guaranteeing the protection of the rights of the person concerned. Your data will not be disclosed. Your data will be stored for a period of time not exceeding the purpose for which they were collected and processed for the contractual ends and the time limit required by law. You have the right to obtain from the holder the cancellation (right to oblivion), the limitation, the updating, the adjustment, the portability, the opposition to the processing of personal data, and in general, you may exercise all the rights provided by the articles 15, 16, 17, 18, 19, 20, 21, 22 of the 2016/679 European Regulation. The extended policy doc **INTEK** 04 04 DOC 006 PRE is available on our website [www.intek.it](http://www.intek.it), the Company/useful links area or may be requested at [privacy@intek.it](mailto:privacy@intek.it)

#### **21. FINAL REGULATION AND JURISDICTION**

No alteration, modification, or waiver of any of the terms in the General Conditions shall have any effect unless expressed in writing. Consequently, conduct of either **INTEK** or the **Client**, **other than that described in these Terms and Conditions shall not give rise to any rights for either Party, each of whom may request, at any moment, the application of these terms.** The Courts of Brescia and the sole application of Italian Law shall have exclusive jurisdiction for any dispute relating to the interpretation, execution, and resolution of these General Terms and Conditions.

#### **22 SPECIFIC AND INTRINSIC ACCEPTANCE**

Under Article 1341 of the Civil Code, the following agreements of these General Supply Conditions which can also be found on the [www.intek.it](http://www.intek.it) website, "Useful Company/Link Area", are evidenced for specific and intrinsic acceptance.

Art. 3.13 Final Test Report and Document Registration,

Art. 3.14 Formulation of Declarations of Compliance,

Art. 3.15 Measurement uncertainty,



S.p.A.

TESTING AND MEASUREMENT  
DIVISION

## GENERAL SUPPLY CONDITIONS

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Art. 3.16 Interpretations and opinions  
Art. 3.17 Sample storage and document filing  
Art. 3.18 INTEK security obligations  
Art. 4 obligations and responsibilities of the client  
Art. 5 complete information hazardous material delivery  
Art. 12 use of trademarks and logos  
Art. 13 INTEK responsibilities  
Art. 14 travel expenses  
Art. 15 INTEK indemnity, compensation,x and additional costs  
Art. 16 force majeure,  
Art. 18 confidentiality clause,  
Art. 19 express termination clause,  
art 20 data privacy,  
Art. 21 final regulations and jurisdiction

Rezzato, 2020.06.05

INTEK S.p.A.  
CEO  
General Directorate  
Alberto Amistani