

## General conditions of purchase of goods and services

### 1 Definition - Scope - Applicable law - General principles

**1.1** These general conditions are implemented in the Contract that has been perfected by means of the purchase orders; they are attached to the latter and are an integral part to it.

**1.2** In addition to the rules set by these general conditions, the supply of goods and services is ruled by Italian Legislative Decree no. 163/06, and subsequent modifications and integrations as well as the specific rules and regulations pro tempore in force, the rules of the Italian Civil Code and complementary laws.

**1.3** The following terms and conditions are the sole governing the purchase of goods and services by Fondazione Human Technopole, with registered office in Milan, Via Cristina Belgioioso, s.n.c. (hereinafter, "HT"). Amendments, or terms and conditions of sale of the Supplier, which are entirely or partly different from these terms and conditions, are to be applied only after HT's written approval.

### 2 Supply of goods and services

#### 2.1 Purchase Orders

**2.1.1** The purchase orders shall contain the information, references and attachment needed to perform the Contract, e.g. product/service description, product/service code, quantity, price, delivery date, place of delivery, reference to the applicable procedures, specifications and requirements.

**2.1.2** The purchase orders shall be duly signed by the Supplier and returned to HT within seven (7) calendar days from the purchase order issuance. The Contract shall be considered valid at the receipt of the aforesaid signed documents. The Supplier shall not start any activity related to the Purchase Order until the above documents has been sent to HT as required by this article.

**2.1.3** Quantities, dimensions and any other parameter included in the Supplier's proposals or shared during negotiations or discussions of any kind with the purpose of analyzing the proposals shall not be used in any way by the Supplier to support any request for additional cost.

#### 2.2 Deliveries

**2.2.1** Goods must be brand new and delivered to the place of delivery stated in the purchase order.

**2.2.2** Goods must be delivered "free to destination" or "DDP -Delivery Duty Paid, place of destination" (according to Incoterms 2010), unless otherwise specified in the purchase order.

**2.2.3** Goods must be adequately packed and shipped in order for them to be delivered in perfect conditions; the Supplier is to be held responsible for the goods until their arrival at destination and HT acceptance.

**2.2.4** Delivered goods must be accompanied by a carriage document (Delivery Note) stating the purchase order number and the description of goods as stated on the purchase order and, in case of immediate invoice issuance (as provided for in article 4 below), copy of the invoice shall be included as well.

**2.2.5** Delivery dates are binding for the Supplier and are to be considered as the deadline for the delivery of goods/services in compliance with the terms and conditions of the purchase order.

**2.2.6** The Supplier shall inform immediately HT of any difficulty foreseen to deliver the goods/services with the quality and within the delivery date required detailing the reasons, recovery actions and potential impacts of the aforesaid difficulties.

**2.2.7** In case of delay in the delivery of goods/services, HT shall have the right to apply for each day of delay a penalty equal to zero point one per cent (0.1%) of the total amount of the of the purchase order up to a maximum amount of ten per cent (10%) of the purchase order value; this is in addition to HT rights to seek compensation for damages.

**2.2.8** Should the delivery of goods be delayed by more than twenty (20) working days if compared to the set delivery date, HT shall be entitled, at its sole option, to terminate the Contract and, in addition to the application of penalties, seek compensation for damages.

**2.2.9** Acceptance of goods/services that are delivered after the term of delivery does not imply that penalties and compensation may not be sought.

**2.2.10** Anticipated or partial deliveries are not accepted, unless they have been agreed upon by HT in writing. HT reserves the right to seek for compensation of any additional cost incurred as a consequence of anticipated/partial deliveries performed without HT prior consent.

#### 2.3 Testing of goods/services and returned goods policy - Warranty

**2.3.1** Goods/services will be accepted only after positive testing. This test shall be carried out within 30 days after delivery/completion of activity or installation, where applicable, even if the Supplier is not present.

**2.3.2** Defective goods/services, or goods/services that do not comply with what is requested in the purchase order, are considered as undelivered. In such a case, the Supplier shall collect goods, recover the defect found or repeat the activity as applicable, at his own care and charge, according to the deadline that will be communicated by HT; the Supplier shall then implement all those actions that are necessary as communicated by HT for the Contract to remain valid.

**2.3.3** If the results of the test are negative and the Supplier already issued the relevant invoice, the Supplier shall issue a credit note based on the information provided by HT.

**2.3.4** The Supplier shall guarantee the absence of defects in design, manufacturing and workmanship of sold goods/services for a period of 24 months from positive testing, unless otherwise stated in the Contract / purchase order.

#### 2.4 Defects of the purchased goods

**2.4.1** Goods supplied shall comply with Directive no. 2006/42/EC of the European Parliament and the Council of 17 May 2006 on machinery, which was given force of law by Italian Legislative Decree no. 17 of 27 January 2010, if applicable.

**2.4.2** If the sold goods do not comply with the above-mentioned directive, HT is entitled to terminate the Contract.

- 2.4.3** As per article 1490 of the Italian Civil Code, the Supplier shall guarantee that goods are free from defects that make them unsuitable for their specific use or may decrease their value.
- 2.4.4** Should not this be the case, HT is entitled to terminate the Contract or get a price reduction and/or having the goods repaired within 15 working days after the complaint to the Supplier.
- 2.4.5** In case of Contract resolution, the Supplier shall return the received money and repay HT costs and expenses that have already been paid; HT shall return the goods, unless they are unusable because of their defects.
- 2.4.6** By way of derogation from art. 1495 of the Italian Civil Code, HT is entitled to inform the Supplier of any defect that may have been discovered within 15 days after such a discovery.
- 2.4.7** As per article 1494 of the Italian Civil Code, the Supplier shall pay compensation for damages due to defects of the purchased goods.

## **2.5 Technical Documentation and Modifications.**

- 2.5.1** The technical description of the goods/services required by HT, does not relieve the Supplier from its obligation to propose solutions that are technically and economically acceptable.
- 2.5.2** The Supplier shall promptly inform HT about any modification or improvement in the goods/services deemed necessary to comply with the Contract.
- 2.5.3** Additional services or modifications performed without the prior written authorization by the appropriate HT Dept. shall not be used to support any request from the Supplier and shall not be recognized by HT.

## **3 Special conditions for the supply of Services**

- 3.1** The supply of services is to be carried out in the place and according to the procedures that have been specified in the purchase order; the Supplier must implement the needed technical procedures and safety measures, or follow the applicable regulations, according to case.
- 3.2** The Supplier shall provide the services by using their infrastructure and staff; the provision of services may be subcontracted to third parties after receiving HT written consent only. Should services be subcontracted, the Supplier is still to be held responsible for their Contractual obligations and must still abide by these rules and regulations.

### **3.3 Working activities in the areas owned or used by HT - regulations on workers' safety, civil liability of the Supplier**

- 3.3.1** If the supplier's working activities are carried out in the areas owned or used by HT (e.g. installation procedures), they must perform such activities by implementing procedures that must be in compliance with all applicable safety regulations, prevention and protection, occupational health, environmental protection and good practice; employees and subcontractors must abide by these rules and regulations too.
- 3.3.2** The Supplier and their subcontractors must abide by the "Testo Unico sulla Sicurezza" (Legislative D. 81/2008) and HT regulations.
- 3.3.3** The names of the workers in charge of those specific tasks as per article 97 of Italian Legislative Decree 81/2008 must be communicated to HT by the Supplier.
- 3.3.4** The Supplier is to produce their certificates of professional and technical competence that are needed for the verification to be carried out.
- 3.3.5** If subcontractors are employed, the employer of the Supplier must check the certificates of professional and technical competence of the subcontractors by following the above-mentioned rules. The Supplier has to carefully and thoroughly inspect the areas where the activities are to be carried out -together with an HT manager -and sign the inspection report. During the inspection, the areas that will be used to carry out the working activities will be identified and marked off, so that alert signs may be put up. These activities will be performed by the Supplier and their infrastructure and personnel who shall not have any employment relationship whatsoever with HT. Therefore, the Supplier is free to organize their activities as they consider appropriate; however, they must strictly abide by the regulations of the "D.U.V.R.I.", article 26, Legislative Decree 81/2008 or the "P.S.C.", article 100 Legislative Decree 81/2008, and its file as per article 91 Legislative Decree 81/2008, as far as the set activities are concerned.
- 3.3.6** As per article 70 of Legislative Decree 81/2008, the Supplier's work equipment must be in line with the specific laws and regulations that give force of law to the EU product directives.
- 3.3.7** Activities will be managed and monitored by the manager (or the deputy manager) chosen and appointed by the Supplier; the Supplier's manager is given authority and power by the Supplier, they act as representative of the Supplier when dealing with HT.
- 3.3.8** The Supplier must control that their employees or the employees of their subcontractors wear identification clothing or any external mark that may identify the company they work for - such identification must be agreed upon. They have to wear their identity badge, as per article 18 and article 21, Legislative Decree 81/2008. The identity badge must show the worker's photo, worker's personal details, the company they are working for, hiring date and subcontracting authorization date.
- 3.3.9** The Supplier must inform their staff and subcontractors that they are forbidden to enter any installation, department or area other than the areas where the working activities are to be carried out; the Supplier must make them follow a definite path to enter and exit the premises, if necessary.
- 3.3.10** The Supplier is to be held responsible for damages caused to HT or third parties by their staff or collaborators, or by staff working with subcontractors, during the carrying out of the working activities inside HT areas. The Supplier must take out, with a leading insurance Company, an insurance policy for civil liability, with a maximum coverage to shield every risk related to the scope of the Contract and shall provide a copy to HT.
- 3.3.11** Special waste, hazardous and non-hazardous, originated by the Supplier activity, the Supplier must provide, at its own care and charge, to the processing, transport and the provision of same at an authorized facility providing, upon HT request, proof of having fulfilled all its obligations in accordance with the applicable provisions of law.

#### 4 Price, Payment Terms and Invoicing

**4.1** The amount payable to the Supplier is stated in the order and cannot be modified. VAT is not included and must be added on the above-mentioned amount (in compliance with laws in force).

**4.2** The amount payable is all-embracing and will be paid after goods have been accepted. Payment is by bank transfer, 30 days after positive acceptance as provided for in article 2, point 2.3.1, unless otherwise agreed between the Parties when due to the peculiarity of the subject being purchased and consequently duly stated in the relevant purchase order.

**4.3** Payment shall be duly performed if the invoices are issued according to the applicable laws and contain any information required to perform the payment procedure. In particular every invoice shall contain at least: HT purchase order number, CIG code (if specified in the purchase order), CUP code (if specified in the purchase order), goods/services description, quantity and unit price, currency and payment terms. Should the invoice be incomplete of any of the aforesaid information, HT shall require to the Supplier to modify and/or complete the invoice with the correct/missing information, consequently updating the relevant payment due date. HT shall not be considered liable for any payment delay directly connected to the aforesaid irregularly compiled invoices.

**4.4** The invoices shall be issued, according to the applicable laws, and sent to the following email address: [invoice@htechnopole.it](mailto:invoice@htechnopole.it).

**4.5** The Supplier is not allowed to transfer, even partially, the credit from the Contract to any third party.

#### 5 Financial Guarantee

The supplier shall provide to HT a financial guarantee for the execution of the contract, as per Article 113 of Legislative Decree no. 163/2006 and subsequent amendments. The guarantee may be issued either by a leading bank or insurance Company and must expressly provide for:

1) The waiver of the benefit of prior enforcement of the principal debtor, the waiver of the exception under Article. 1957, paragraph 2, of the Civil Code; 2) The operation of the guarantee thereof within fifteen days, from HT written request;

#### 6 Traceability of financial transactions (Italian Law 13 August 2010 n. 136 and following updates)

**6.1** By the acceptance of the purchase order, the Supplier commits to duly fulfil all obligations set by Italian Law 13 August 2010, n.136 and following updates, concerning financial transactions traceability, and specifically commits to carry out all financial transactions concerning the contract in compliance with the dispositions of the Law. Failure to fulfil any obligation set out by the Law implies the termination of the contract, also according to article 1456 of the Italian Civil Code.

**6.2** The Supplier commits to give immediate communication to HT and to the Prefect's Office of the Province of Milan of the failure by own counter - part to comply with the obligations related to financial transactions traceability.

**6.3** HT reserves the right to perform, at any moment, all the necessary checks and controls with regard to the Supplier as prescribed by article 3 - paragraph 9 of Italian Law 136 /2010.

**6.4** The payment will be credited exclusively to the bank account communicated by the Supplier, as per Law 13 August 2010 n. 136 and following updates, through the appropriate form attached to the purchase order. These data will be registered through this form only, no other communication will be accepted (e.g. in invoice). The non-communication of these data, in the appropriate form, does not allow to HT to execute the payment.

**6.5** Considering that a Supplier may have more than one contract with HT, the Supplier can communicate the details of the bank account once, on the acceptance of the first order, and these details will be considered valid for all the following orders. By this communication the Supplier indicates one or more bank accounts to be used for all contracts with HT, at present and for the future, with the exception of possible future modifications, and indicates all needed data, with no need to communicate these data again when accepting future orders if details do not change.

#### 7 Obligations arising from the employment relationship

**7.1** In order to carry out what is requested by the order, the Supplier shall employ skilled and/or experienced staff by employing them and/or collaborating with them in compliance with laws in force. As for the employees, the Supplier must fulfil all their obligations, stemming from laws and regulations in force and relating to labor, welfare services and pension schemes, insurance policies and accident insurance and prevention; they are also to pay the corresponding tax burden and social security taxes. Employers must also implement regulatory conditions and apply pay wages that must be in line with those set by collective employment agreements concerning that sector and workplace. The employers are also to implement those conditions resulting from subsequent changes and additions; the aforementioned collective agreements must be applied even after they expire and until they are replaced, throughout the period of validity of the contract. The employers must abide by the rules envisaged by the collective employment agreements, even if they quit or are not members of the associations that signed such agreements. The employers are to send HT - on demand of the latter and according to the deadline set by HT - the documents stating that the above-mentioned requirements have been fulfilled; they are also to send -if necessary - the documents stating that employees have been registered with the competent social security authorities and the copy of paid insurance and social security payments.

**7.2** In case the requirements provided by art. 7.1 are not fulfilled, HT is entitled to terminate the Contract as per article 1456 of the Italian Civil Code, giving communication to the Supplier in writing; this in addition to HT rights to seek compensation for damages.

#### 8 Data processing

**8.1** In accordance with art. 13 of the EU Regulation n. 679/2016 which refers to the protection of physical subjects with regards to the treatment of their personal data and its free circulation, and which repeals the Directive 95/46/CE (General regulation for data protection), for the purpose of brevity hereinafter referred to as "Regulation" and to Legislative Decree no. 196/2003 as amended and supplemented, hereinafter the "Decree", HT will arrange the collection, registration, reorganization, memorization and use of personal data, with both electronic and physical

means, so that the HT institutional may pursue its activities and functional purposes, and particularly so that the Provider may take part in the selection and potential emission of the provision contract and in the management of the contract itself, and finally to fulfil the legal obligations tied to the management of the above contract, for which obligations the conferring of personal data is mandatory. Such personal data may be communicated to public and private subjects who are pertinent to the above purposes. The Provider may exercise, with regards to the existence and treatment of their personal data, the rights stated in art. 12 of the Regulation.

**8.2** The Data Controller of your personal data is the Fondazione Human Technopole, based in Via Cristina Belgioioso, s.n.c., 20157, Milan (MI).

**8.3** Should the object of the present provision require the use by the Provider of personal data regarding one or more categories of interested parties managed by the HT, the latter, as Data Controller for personal data, designates the Provider, in accordance with art. 28 of the Regulation, as Processor of personal data on behalf of the Data Controller in this contract's execution. The Processor confirms they have direct and in-depth knowledge of the duties required by the Regulation in terms of personal data protection and commits to proceed with the treatment of the personal data, respecting in full what is imposed by article 28 of the above Regulation and the instructions received from the Data Controller. The Processor must observe the requirements of the Regulation, of the Decree and of subsequent implementation rules, as solely responsible for all damages HT may be subject to due to the failed adherence to the above provisions. Specifically, the Provider commits to adhering to the following instructions:

A) the Processor is authorized to use the personal data of which HT is Data Controller exclusively for those purposes specified in the contract and will do so in accordance with the detailed instructions, which, where necessary, will be provided by the person of reference for the contract of which HT is the Controller.

B) they will make use of IT tools, always operating strictly in line with the purposes of the services they are obliged to provide and strictly adhering to current pertinent regulations and laws, including that which regards data security.

C) they must adopt the necessary safety measures, both physical and digital, in order to protect the data's integrity, preservation and privacy, especially that of data identified as particular by the Regulation. In particular, all measures established by the Regulation regarding minimum safety precautions must be adopted (art. 32 of the Regulation). Furthermore, they must adopt any other specific measures established by the Controller, provided the estimate is approved by the Processor with regards to such measures' costs when exceeding the regulatory indications.

D) they will adopt every measure in line with the requirements of the Regulation, aimed at: adapting the relevant rules; forming an organizational model that is coherent with the Law; avoid foreseeable damage or irregularities.

E) they will identify all those who, under their own authority, materially operate with personal data on behalf of the Controller and nominate them "responsible for data treatment" in writing, providing them, in writing still, with appropriate and complete instructions on how to treat the data.

F) they will ensure adequate training is provided for those responsible regarding the obligations inherent to regulations, with particular reference to the adopted safety measures.

G) they will notify the Data Controller about every personal data violation immediately after becoming aware of it.

H) they will give the Data Controller the name and details about the Processor for data protection, if one is designated in accordance with art. 37 of the Regulation.

I) they will keep in writing, where applicable, a register of all categories of activities that involve the treatment on behalf of the Data Controller, as required by art. 30 of the Regulation.

J) they will allow the Data Controller and those acting on their behalf to check the systems used for data treatment and the relevant safety measures, while collaborating during the assessments.

K) they will notify the Controller in good time and in writing attaching a copy of the request should they receive notice of those concerned exercising their rights in accordance with art. 12 of the Regulation, will assess the legitimacy of such notices with the Controller and will coordinate with the Controller to best satisfy those requests deemed legitimate.

L) they will ensure all duties and tasks are completed, including formal obligations, in favor of the respective Authority (in this case, the Authority for the protection of personal data), when required and within the due limitations; they will be available to collaborate in a timely fashion where possible with both the Data Controller and the Authority. Particularly: they will provide information regarding operations of data treatment; they will allow access to their databases subject to data treatment; they will allow for inspections to be carried out; they will do what is necessary to ensure a timely management of temporary injunctions.

M) they will allow the Controller and those acting on their behalf to check the systems used for treating data and the safety measures, while collaborating during inspections. Upon request of the Controller, the Processor will take care of the relevant self-certification or certification the costs of which are to be paid by the Controller on behalf of Private Entities specialized in security and recognized at European level. The following is excluded from inspections:

equipment, structures, data or information which is not essential to this provision and which refer to the Processor's own activities.

This assignment comes into effect the moment the Provider signs the present provision and will end following a positive trial or assessment on behalf of HT.

## 9 Intellectual Property Rights

The Supplier guarantees that the use of goods and services provided to HT does not constitute infringement of intellectual property rights of third parties, and it assumes the liability for any claim of third parties that may consider violated their rights. HT is full and exclusive owner of all the results generated by the Supplier under the contract, such as inventions, industrial design, know-how, software and any other result achieved in the fulfillment of the contract.

HT also owns full and exclusive rights on said results, such as the right to file and obtain patents, and any other form of protection - in Italy and abroad - provided by current legislation on intellectual property, as well as the right to exploit the results and use them freely, without any restrictions.

The Supplier agrees to take all necessary measures to ensure the transfer and the full ownership of said results to HT.

**10 Rules set by Italian Legislative Decree N.231 of 2001**

**10.1** The Supplier declares to be aware of the laws in force concerning the administrative responsibility of the organizations, and namely of the dispositions of Italian Legislative Decree No. 231 of 8 June 2001 and, by the acceptance of the Contract, declares to formally commit to the respect of the above mentioned dispositions.

**10.2** With regards to this, the Supplier declares to have adopted company procedures and to have given appropriate dispositions to employees and/or collaborators in order to prevent any of the offences, even as tentative, to which the sanctions set in Legislative Decree No. 231 of 8 June 2001, are applied and commits to keep those in force for the entire duration of the Contract.

**10.3** The Parties expressly agree that the failure to respect, even if partially, to adopt and/or to apply effectively the above mentioned company procedures / behavior rules represents a major breach of the contract, that gives to HT the right to - through registered letter with advice of delivery to the Supplier, which can be anticipated via fax (in this case the positive fax reception report will attest the communication date): 1 suspend the execution of the Contract (even in case the fact is made known by the press), and/or 2 cancel the Contract being unchanged the obligation of the Supplier to compensate for any damage suffered by HT and to indemnify and hold harmless HT for any action or request by third parties following the non-observance of the present article.

**11. Management of the environmental obligations**

**11.1** In order to fulfill the environmental obligations, the Supplier, in the delivery of goods or services in favor of HT, commits to comply with all the provisions of the Italian Legislative Decree 152/2006, concerning environmental and garbage disposal laws.

**11.2** HT reserves the right to require to the Supplier the documents proving the respect of the above-mentioned environmental rules.

**11.3** In case of a subcontract of the Supplier, as per art. 3.2 of the General Conditions of Purchase, this latter, as previously provided, is responsible towards HT for the correct fulfillment of all the environmental obligations due by its subcontractors.

**11.4** In case the environmental obligations are not fulfilled by the Supplier or should HT notice irregularities as per previous art. 11.2, this latter is entitled to terminate the Contract as per article 1456 of the Italian Civil Code, giving communication to the Supplier in writing; this in addition to HT rights to seek compensation for damages.

**12 Applicable law**

Everything which is not explicitly governed by this document falls under the Laws of the Italian Republic.

**13 Court having Jurisdiction**

Any dispute shall be exclusively referred to the Court of Milan; any other Court or the arbitration court is excluded.

In compliance with article 1341 of the Italian Civil Code and ensuing provisions, the Supplier declares through this subscription to have carefully read all the clauses of the "General Conditions of Purchase" and namely to approve the provisions as per articles:

- 2.1. Purchase orders;
- 2.2 Deliveries;
- 2.3 Testing of goods/services and returned goods policy - Warranty
- 2.4 Defects of the purchased goods;
- 3 Special conditions for the supply of services;
- 3.3 Working activities in the areas owned or used by HT – regulations on workers' safety, civil liability of the Supplier;
- 4 Price, Payment Terms and Invoicing;
- 5 Financial Guarantee;
- 6 Traceability of financial transactions (Italian law 13 August 2010, n 136 and following updates);
- 7 Obligations arising from the employment relationship;
- 8 Data Processing;
- 9 Intellectual Property Rights;
- 10 Rules set by Italian Legislative Decree n. 231 of 2001;
- 11 Management of the environmental obligations;
- 12 Applicable law;
- 13 Court having jurisdiction

The Supplier

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