

General Terms and Conditions

1. **Request for test and analysis:** the request for test and analysis must be made in writing. In the accompanying documentation the Customer must provide the laboratory with all the information in their possession about the sample to be tested, that is useful for the execution of the activity and/or for the precise identification of the analyses to be carried out; in particular, the type of material, the treatments and/or processing to which the material has been subjected, and regulatory and accreditation* requirements that must be met, must be specified.
2. **Failure and defect investigation:** in the event that an investigation of failure or defect is requested, all operational details of the object must be specified, as well as any chemical, physical, mechanical treatments to which the object is believed to have been subjected. For this activity RTM Breda S.r.l. shall decide the type and number of tests to be performed in order to identify, or exclude, defect or failure causes.
3. **Sending the test material:** the test material must be received by the Laboratory with a regular transport document or other accompanying document bearing specific indications regarding the tests to be carried out, the relevant regulatory and accreditation* requirements and the methods for taking the specimens/samples to be tested/analysed, it being understood that the Laboratory does not take samples according to statistical methods but only takes specimens/samples from the material already sampled by the Customer. Any material received during a contract review and subsequently not tested, will be kept in the laboratory for a period of six months after which, if not claimed by the Customer, will be disposed of.
The delivery of test material is the responsibility of the Customer (except for Customers with ongoing contracts, where agreed). The goods travel at the Customer's risk, regardless of who bears the shipping costs. RTM Breda S.r.l. undertakes to notify the Customer of any anomalies found upon receipt of the goods, for which RTM Breda S.r.l. shall not be held responsible.
4. **Witness testing:** the Customer, or the Customer's inspectors, shall be allowed to be present at the tests upon submission of written request or upon agreement with RTM Breda S.r.l. The personnel authorized to enter the premises must be accompanied by in-house personnel. The laboratory declines all responsibility for those who do not comply with internal safety regulations.
5. **Work order process:** process of the work order will begin only after receipt of written approval of the contract by the Customer and after delivery of the samples. In case of ongoing contracts, the existing contract, which has been signed and returned to the Laboratory, shall prevail. Ongoing work relationships may be governed by specific contracts.
6. **Test methods:** the delivered material shall be tested in accordance with reference standards and/or methods referred to in the test reports or in the final issued documentation. The tests under accreditation* and the related test reports are regulated and managed in accordance with the procedures of the Management System, developed according to UNI CEI EN ISO / IEC 17025 standard. Where not specifically defined in the offer or in the Customer request/order, the tests will be performed (if possible) by accredited method.
The system documentation is available to the Customer provided that this does not go against the principles of confidentiality and the property rights of RTM Breda S.r.l. or of other customers of the Laboratory.
7. **Subcontracting:** in the event that RTM Breda S.r.l. subcontracts tests, the Laboratory may proceed in accordance with the procedures set forth in the Management System Manual, subject to prior notice to the Customer and only at laboratories of verified competences (e.g. ACCREDIA or NADCAP accredited or with accreditation compatible with the Customer's requirements). RTM Breda undertakes to transfer through the subcontracting order all quality requirements in the Customer's order and to ensure the possibility to witness subcontracted tests as well as carry out audits of the supplier's competences (e.g. through Quality System audits). RTM Breda shall be responsible to the Customer for the subcontracted tests except in the case where the Customer specifically requests which entity the order is to be subcontracted to.
8. **Test results:** the results refer only to the material received and tested; no responsibility can be attributed to the RTM Breda S.r.l. Laboratory as to whether the examined material belongs to the material identified by the Customer, except in cases where the sampling was commissioned and carried out by the Laboratory own personnel.
9. **Declaration of conformity (decision rule):** if a declaration of conformity to a specification or standard is required for the test results covered by this offer – unless otherwise agreed in writing with the Customer – RTM Breda does not consider the contribution of test uncertainty to the conformity assessment. The associated level of risk is described in Procedure PI001 available for reference at: <https://www.rtmbreda.com/documenti-integrativi-alle-condizioni-contrattuali-generalii-IT> to be considered here transcribed.
10. **Tested samples:** test specimen remnants, when not requested and collected by the Customer, is identified, and stored for the period of 12 months and then earmarked for disposal (exceptions may be made for specimens related to subcontracted tests which are generally stored by the subcontracted Laboratory). The return of test material and/or of specimens subjected to analysis and/or destructive testing must be explicitly requested in writing by the Customer at the contractual stage; request for specimen return not agreed at the contractual stage will be processed with a surcharge of 30% of the value of the tests starting from a minimum of €50.00. Different storage methods can be followed upon agreement with the Customer. Any potentially reusable processing residues will be disposed of unless otherwise specified in the contract. The return of the test remnants or samples requested by the Customer will determine the exclusion of any guarantee and responsibility of RTM Breda, regarding the results of the activity that is the subject of the assignment, in the event of a dispute, since in such a case it is not possible to verify retroactively the correct execution of the performed assignment is possible. The Laboratory undertakes to report any errors in testing within two working days, unless otherwise specified, which is to be formalized in the contract.
11. **Preliminary results:** in the event that the Customer requests an advance of the results, such advance does not in fact constitute the issuance of a report, the communicated data are intended to be informative and are not to be used for contractual purposes towards third parties (e.g. for conformity assessment). RTM Breda will issue an official report signed by qualified personnel upon closure of the activities defined in the contract.
12. **Retest:** if any anomalies are found during the preparation or execution of the test, due to the sent material or to internal problems, such as to affect or distort the outcome of the test, or if the test is completed, but the results of the test are doubtful, retests will be carried out only after written authorization from the Customer.
13. **Use of tests for legal purposes:** if the Customer intends to use RTM Breda's documentation for legal purposes, the Customer must indicate the identity of the counterparty and the subject of the dispute in order to avoid possible conflicts of interest. Should the Customer use the documentation without having previously informed RTM Breda s.r.l., the Customer undertakes to hold RTM Breda s.r.l. harmless from claims or disputes connected in any way with the performed activity.
14. **Reproducibility of issued documentation:** the documentation issued by RTM Breda S.r.l. may not be modified or reproduced in partial form. The same may not be used by the Customer for advertising or promotional purposes.
15. **Use of computerized system:** RTM Breda uses a computerized system for the issue of Test Reports. This system ensures, through the use of personal accounts regulated by passwords, that the names printed on the Test Report belong to personnel authorized by RTM Breda for its issuance. RTM Breda is responsible for the information contained in the Test Report.
16. **Archiving of documentation:** hard copies of the documentation related to the job orders are kept on file for a minimum of 13 years and thereafter sent to waste. Data security procedures are also in place with the purpose of maintaining electronic records for a time congruent with the duration of the laboratory's activity, ensuring long-term retention in accordance with operational needs. In the event of cessation of the laboratory's operations, retention of records will be re-evaluated and may be arranged in accordance with applicable laws and business needs.

RTM BREDA SRL

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Cap. Soc. € 119.900,00 i.v.

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17. **Liability:** the Customer acknowledges that RTM Breda, due to the manner in which the assignment was conferred and due to the subject matter of the same, is not in a position to assess the predictability of adverse events attributable to the inexact execution of the assignment; therefore, any compensation for any damages, including indirect or mediated damages, which may be causally related to the inexact performance itself, is excluded and the Customer in any case renounces any such compensation. RTM Breda's liability for any claims for damages shall be limited to the price of the tests. In the event that the sample is worth more than the price of the tests, different arrangements may be made, which must be contractually defined. The Customer therefore releases the Contractor from any other liability and waives any exception or dispute in any way attributable to the alleged non-performance, excluding only the hypothesis that the same has been caused by wilful misconduct or gross negligence.
18. **Complaints:** any complaints related to the management of contractual relations must be sent exclusively to quality.rtmbreda@forgital.com in writing and possibly documented, in order to resolve the possible problem in the most efficient way and in the shortest time. A description of the handling process is available on request.
19. **Urgencies:** for tests whose results are required under an urgency procedure, a specific time frame will be agreed upon for the completion of the assignment and a surcharge may be applied over the prices indicated in the offer, which will be agreed upon during the contract definition and, in any case, before the start of the specific job order.
20. **Payments:** prices in the offer are to be considered exclusive of VAT and, if not otherwise specified, must be paid by bank receipt 30 days end of the month. Different forms of payment must be agreed in advance and specified in the contract.
21. **Validity:** the offer is valid for 60 days unless otherwise specified.
22. **Instrument calibration:** for instrument calibration activities, the appropriate general terms and conditions established by separate document apply.
23. **Activities conducted at the Customer's premises:** the Customer, pursuant to current legislation on safety and accident prevention at work, undertakes to provide RTM Breda's technicians with the necessary information regarding any risks existing in the work environment in which they are to work and to ensure the adoption of all possible precautions for the access of operators to all areas where activities are carried out, under conditions of complete safety. If, on the basis of the elements and information communicated by the Customer, it emerges that it is advisable to harmonize any Safety Operational Plan of ours with the Customer's internal risk management procedures, an inspection by us jointly with one of the Customer's managers will be necessary to produce or adapt such a document to the specific risk.
24. **Clauses concerning compliance with Sanctions and Export Control Laws:** For the purpose of complying with export control laws, RTM Breda declares that it cannot operate or supply goods and services destined for Entities or Countries subject to sanctions or listed in the Office of Foreign Assets Control (OFAC) lists, published at the link: <https://sanctionssearch.ofac.treas.gov/>, which shall be considered as transcribed herein. The clauses relating to these restrictions are available, updated, at the following address: <https://www.rtmbreda.com/documenti-integrativi-alle-condizioni-contraffattuali-generalii-IT> and shall be considered as transcribed herein.
25. **Code of Ethics:** The Client acknowledges that RTM Breda/Forgital Group has adopted a Code of Ethics, available at https://www.rtmbreda.com/code-of-ethics_EN and undertakes to review it, comply with its principles, and ensure that employees and collaborators involved in the execution of the contract comply with it. Failure to comply with the Code of Ethics constitutes a breach of this contract and may result in its termination.
26. **Protection of privacy:** RTM Breda S.r.l. guarantees the utmost confidentiality about commissioned activities and their results. All results obtained during the performed activities are the exclusive property of the Customer. Test methodologies and/or calculation or data processing procedures remain the property of RTM Breda S.r.l. in any case, their possible transmission to the Customer must be regulated by an appropriate contract. The personal and fiscal data acquired directly and/or through third parties by RTM Breda S.r.l., the data controller, are processed in paper, computer, and telematic form for contractual and legal requirements, as well as to enable effective management of business relations.
- Failure to provide data, where not compulsory, will be evaluated from time to time by the data controller and will determine the consequent decisions related to the importance of the data requested with respect to the management of the business relationship.
- The data may be communicated in Italy and/or abroad, exclusively for the purposes indicated above and, consequently, processed only for these purposes by the other subjects, to:
- our network of agents
 - factoring companies
 - credit institutions
 - debt recovery companies
 - credit insurance companies
 - business information companies
 - professionals and consultants
 - companies operating in the transport industry.
- The data subject may exercise all the rights set forth in Article 7 of Legislative Decree No. 196/2003 as amended by Legislative Decree No. 101 of August 10, 2018 and EU Regulation No. 2016/679 (including the rights of access, rectification, updating, objection to processing, and cancellation). When required by law or authority to disclose confidential information, or when contractually authorized to do so, the laboratory undertakes to inform the customer or individual concerned about the information provided, unless prohibited by law.
27. **Jurisdiction:** for any dispute arising from the contract or in any case related to the contractual relationship, the Court of Milan shall have exclusive jurisdiction.

* RTM Breda performs laboratory activities accredited in accordance with UNI CEI EN ISO/IEC 17025:2018, and accredited by PRI-Nadcap in accordance with SAE AS7101. Some tests may not be covered by the different accreditations: the complete updated list of accreditations and accredited tests is available at www.rtmbreda.com on the "accreditations" page, where it is also possible to find a description on the meaning of accreditation and the current agreement with Accredia.

Return signed and stamped for acceptance.

Date: _____ Signature _____

In the case of an order issued on the customer's format, the general contractual conditions stated in the offer shall be deemed accepted for all points not otherwise explained in the order itself.

Pursuant to and in accordance with articles 1341 and 1342 of the Civil Code the Customer declares to have read and expressly approved the following covenants: covenant 8 (test results); covenant 10 (samples tested and collected by the Customer); covenant 12 (higher costs for retesting); covenant 13 (legal use of tests and indemnity); covenant 14 (reproducibility of issued documentation); covenant 17 (liability); covenant 18 (complaints); covenant 24 (Clauses concerning compliance with Sanctions and Export Control Laws); covenant 27 (Jurisdiction).

Date: _____ Signature _____

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