

# General Terms and Conditions

## Calibration and Sale of Instruments

- Request for calibration and sale of instruments:** the request must be made in writing. In the accompanying documentation the Customer must provide the laboratory all the information in their possession, about the instrument, that is useful for the execution of the activity to be carried out; in particular, the type of instrument and the regulatory requirements that must be met, must be specified.
- Sending the instrument:** the instrumentation must be received by the Laboratory with regular transport document. Any instruments received during a contract review and subsequently not included in an order by the customer, if not claimed by the customer, will be kept by the laboratory for a period of six months at the end of which time, will be disposed of.  
Instruments must be received clean, fully functional, equipped with any accessories required for use (e.g. connecting cables, power supplies, etc.): each instrument must be uniquely and indelibly identified.  
Delivery and pickup of instruments shall be the responsibility of the Customer (unless otherwise and expressly agreed upon). The goods must be shipped with packaging suitable for transporting the instruments and (as far as possible) for reuse for return shipment, and 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 obvious anomalies found upon receipt of the goods, for which RTM BREDA S.r.l. shall not be held responsible.
- Witness calibrations:** the Customer, or the Customer's inspectors, shall be allowed to be present at the calibrations 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.
- 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 instruments. 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.
- Calibration methods:** the instrumentation undergoes calibration following reference standards and/or methods referred to in the calibration reports or final issued documentation previously agreed with the Customer. The calibration activity possibly under accreditation\* and the related calibration certificates are regulated and managed in accordance with the procedures of the Management System, according to UNI CEI EN ISO / IEC 17025 and evaluated positively by ACCREDIA Calibration Laboratory Dept. with approved methods in the accreditation list.  
Activities covered by accreditation\* will be managed as accredited unless explicitly requested by the customer: in this last case the activities will be identified as not approved.  
The documentation is available to the Customer as long as this does not go against the principles of confidentiality and to the property rights of RTM BREDA S.r.l. or of other customers of the laboratory.  
Calibrations are performed ensuring metrological traceability to national and international samples.
- Subcontracting:** in the event that RTM BREDA S.r.l. does not have the possibility of performing calibrations internally, RTM Breda may proceed to subcontract the same, according to the modalities provided in RTM Breda's Management System Manual, subject to prior notice to the Customer and only at laboratories with accreditation\* and qualifications compatible with the Customer's requirements and guaranteeing the maintenance of metrological traceability. The subcontract order must contain the quality requirements present in the Customer's order to RTM BREDA S.r.l.  
RTM Breda shall be responsible to the Customer for subcontracted work except in the case where the Customer specifically requests which entity the order is to be subcontracted to.
- Calibration results:** the results refer only to the instruments received and calibrated.
- Declaration of conformity (decision rule):** if a declaration of conformity to a specification or standard is required for the activities covered by this offer – unless otherwise agreed in writing with the Customer – RTM Breda does not consider the contribution of 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](https://www.rtmbreda.com/documenti-integrativi-alle-condizioni-contrattuali-generalii_IT) to be considered here transcribed.
- 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.
- Use of calibration documentation 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 in the contract definition phase. 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.
- 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.
- Archiving of documentation:** hard copies of the documentation related to the job orders are kept on file for a minimum of 13 years in the manner and timeframe stipulated in the Management System Manual and thereafter intended for destruction. 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.
- Use of computerized system:** RTM Breda uses a computerized system for the issue of Calibration Reports. This system ensures, through the use of personal accounts regulated by passwords, that the names printed on the reports belong to personnel authorized by RTM Breda for its issuance. RTM Breda is responsible for the information contained in the reports.
- Liability:** the Customer acknowledges that RTM BREDA S.r.l., 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 activities. In the event that the instrument is worth more than the price of the calibrations, 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 determined by wilful misconduct or gross negligence.

RTM BREDA SRL

**Sede legale e unità operativa:**  
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Cap. Soc. € 119.900,00 i.v.  
Società unipersonale soggetta all'attività di Direzione e Coordinamento di Stonepeak Efesto Upper Holdings S.p.A.  
C.F. IT13409390963

[info.rtmbreda@forgital.com](mailto:info.rtmbreda@forgital.com) – [www.rtmbreda.it](http://www.rtmbreda.it)

15. **Complaints:** any complaints related to the management of contractual relations must be sent exclusively to [quality.rtmbreda@forgital.com](mailto: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.
16. **Urgencies:** For calibrations 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.
17. **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.
18. **Validity:** unless otherwise specified, the offer is valid for 60 days for calibration of instruments and for 5 days for sales of instruments.
19. **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 Operating Plan (SOP) 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.
20. **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-contrattuali-generalii-IT> and shall be considered as transcribed herein.
21. **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](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.
22. **Protection of privacy:** RTM BRED A 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 BRED A 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 BRED A 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.
23. **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.

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\* 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 calibrations (including extensions and limitations in terms of CMC metrological capability) is available at [www.rtmbreda.com](http://www.rtmbreda.com) on the "ACCREDITATIONS" page, where it is also possible to find a description on the meaning of accreditation 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 2 (Sending the instrument); covenant 10 (Use of calibration documentation for legal purposes); covenant 11 (Reproducibility of issued documentation); covenant 14 (Liability); covenant 15 (Complaints); covenant 20 (Clauses concerning the compliance with the Sanctions and Export Control Laws); covenant 23 (Jurisdiction).

Date:

Signature

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Società unipersonale soggetta all'attività di Direzione e Coordinamento di Stonepeak Efesto Upper Holdings S.p.A.  
C.F. IT13409390963