

GENERAL SUPPLY CONDITIONS

Any special conditions that derogate from the general supply conditions must be agreed between the parties in writing.

Definitions

IRCPACK: the company Ircpack S.r.l. P.IVA02164380186, in the person of its legal representative, with registered office in Broni (PV), via Rota Candiani, 13 and operational headquarters in Casanova Lonati (PV), Via Europa, 6 / A.

Customer: the contractual counterparty, as identified in the offer, which stipulates the contracts with IRCPACK and to which the present conditions apply.

Contract: this contract, consisting of these general conditions and the offer to which it is attached and which forms an integral part thereof.

Offer: the commercial offer to which these general supply conditions are attached and containing the details of the services, duration, fees and payment terms.

Services: the services of analysis, testing, inspection, sampling, monitoring, however better specified in the Offer made by IRCPACK on the basis of this Contract.

Parties: IRCPACK and the Customer, jointly.

Object of the contract

Under the terms and conditions set forth in this Agreement, IRCPACK will provide the customer with the Services better specified in the Offer. Changes to the Services may only be made in writing and must be signed by the Parties.

Duration

This contract will enter into force at the time of subscription and will remain in effect for the period of performance of the Services as specified in the Offer.

Compensation

The Customer undertakes to pay IRCPACK the fees for the Services in accordance with the terms of the Offer, according to the terms and conditions indicated therein.

Customer's obligations

The Customer must provide IRCPACK with all the necessary documentation, samples, and any other material requested by IRCPACK for the correct execution of the Services within the agreed time. Any delay will therefore lead to a delay in delivery terms. Delivery of samples: unless expressly agreed otherwise, the material to be analyzed is delivered to IRCPACK by the Customer or his representative. We accept no responsibility for sampling, transport and sample delivery until its arrival at IRCPACK.

Responsibility

IRCPACK assumes responsibility for the proper performance of the Service under the terms and conditions of this Agreement. Without prejudice to the mandatory limits of the law, IRCPACK will be responsible only for the damages that are an immediate and direct consequence of its own malicious or grossly negligent behavior with the express exclusion of any damage caused by unforeseeable circumstances or force majeure. The Parties agree that any obligation to pay compensation for damages caused by IRCPACK in the absence of willful misconduct or gross negligence will be conventionally limited to 10% (ten percent) of the Fees due for the execution of the Contract. The Parties acknowledge that the amount of the ceiling has been determined by mutual agreement based on the object and value of the contract.

Intellectual property and Know How

Nothing in this contract can be interpreted as a transfer of IRCPACK's intellectual property. The latter will also be free to use its general competence, knowledge and experience, as well as any idea, concept, know-how and technique in the context of its activity and which have been used or developed during the provision of the Services.

Laboratory

In the execution of the Service, IRCPACK will operate independently and is expressly authorized by the Customer to use, in addition to its own employees and auxiliaries, also external laboratories that will be indicated in the technical reports or in the test reports.

Sample storage and disposal

From the moment of receipt of the sample, Ircpack guarantees its correct preservation in ways suitable to preserve its chemical-physical characteristics. The samples of unalterable materials are stored for 3 months, arranged in chronological order in a special warehouse. After the deadline, Ircpack has the right to destroy the residual sample or to deliver it to third parties for proper disposal.

Confidentiality

During IRCPACK performance of the Services for the Client, each of the Parties could have access to information of the other Party (in paper or electronic form) that is related to past, present or future activities concerning the company, the research, the development, products, services and technical knowledge, the information generated during the execution of the Services covered by this contract ("Confidential Information") will also be reserved. The provisions of this article will apply to this information.

The Confidential Information of the disclosing Party may be used by the other Party only in relation to the execution of the Services.

Each Party undertakes to protect the privacy of the Confidential Information of the other Party with the same care with which it protects the privacy of its confidential information and in any case the Parties will undertake all reasonable diligence in protecting such Confidential Information under any circumstances. Access to the Confidential Information will be limited to the IRCPACK staff and the Customer (including sub-contractor employees or other resources eventually used by IRCPACK for the fulfillment of the Contract and to which the Confidential Information is disclosed, subject to compliance with this article) for the use allowed under the Contract.

Confidential Information can not be copied or reproduced without the prior written consent of the disclosing Party. In the event that a party deems it necessary to disclose Confidential Information of the other Party, if it is entitled to do so, it must first notify the other Party.

Nothing in the Contract can prevent or in any way preclude each Party from freely using information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to such Party and without obligations of confidentiality, (ii) independently developed by or for such Party; (iii) obtained from a third party that, as far as it is aware, is not bound by any obligation of confidentiality regarding such information; or (iv) that they are or become public knowledge without this occurring as a result of breaches of the Contract.

If a Party receives a valid order to disclose the Confidential Information of the other Party issued by a judicial or administrative authority, it will promptly communicate it to the other Party, where this is not prohibited by the Law. The Party that has received this order will therefore be authorized to give you execution as far as this is allowed by the applicable law. The information relating to the Customer obtained from sources other than the Customer itself (for information only, complaints, authorities, institutions) will remain confidential between the Customer and IRCPACK. The latter will keep the source of the information confidential and will not reveal it to the Customer, unless authorized by the source itself.

Resolution

It is understood from now on that this Agreement will be automatically terminated, pursuant to art. 1456 cc, following a simple written communication by IRCPACK if the Customer does not fulfill even one of the following obligations: Art. 4.

Charges, Art. 6. Customer obligations, Art.8 Intellectual property and Know How, Art 10. Confidentiality obligation.

If a party is in breach of any of its obligations under this Agreement, the other party may, by written notice, instruct its fulfillment within the term of fifteen (15) days from receipt of such communication; once the term has expired, the Contract will be terminated.

Applicable Law and Jurisdiction

This contract is regulated by the Italian law.

Any dispute arising between the Parties in relation to the contract will be referred to the exclusive jurisdiction of the Court of Pavia.