

**1) ORDER, ORDER CONFIRMATION, TIMES AND TERMS OF TEST PLAN EXECUTION**

- 1.1) The executive tests plan is bound to the receipt by mail, fax or email of the formal order and/or through the form INTEK 04 04 DOC 004 PRE "Purchase Order", properly filled.
- 1.2) Against order by the Customer, INTEK, after having checked the commercial and technical conditions with regard to the edited offer and possible existing agreements, will issue the relative Order Confirmation; such document will be the official reference for the handling of the order.
- 1.3) The possible repetition of the tests, or changes to the tests plan indicated in the Order Confirmation, will be agreed on every time with the Customer in regard to both the technical and economic aspects, as well as to the times of implementation, unless specified as in the following 1.4.
- 1.4) In case during tests, the Customer's employees present during the execution of the before mentioned tests, require integration to the test plan or tests repetitions following corrective actions because of "non conformity", INTEK consider themselves authorized to modify the contract without further communication from the Customer, with a supplement in the invoicing of what has been specifically required by the Customer's employees according to the Price List INTEK in force.
- 1.5) The tests will be started according to what specified in the Order Confirmation INTEK and afterwards carried out to their completion.
- 1.6) The sample/s and the technical documentation required are to be handed in to INTEK within the terms specified in the Order Confirmation; delays of sample/s delivery or required documentation will cancel the temporary commitment of the contract and the indicated dates for the tests will be agreed on again.
- 1.7) If not otherwise specified in the Order Confirmation or Standard sequence prescriptive bind, the tests will be carried out according to the applications of the testing equipment in the Laboratory and in a way to point out any possible non conformity. In this case INTEK will contact the Customer in order to take decisions in this regard, suspending temporarily the tests plan.

**2) SAMPLES TO BE SUBMITTED TO TESTS**

- 2.1) The Customer is under obligation to declare any possible risk or danger which may occur during the testing of the sample. INTEK is entitled not to activate the tests plan in case of risk or danger has not been previously declared and accepted by INTEK or the above mentioned are in contrast with the health and safety requirements demanded and imposed by INTEK
- 2.2) The samples to be submitted for tests are to be delivered to INTEK to be paid and under the responsibility of the Customer, carriage free under Transport Document "Samples for Laboratory tests".
- 2.3) Before the processing of tests, INTEK will carry out inspections on the samples in order to make sure that:
  - what has been supplied complies with the contract
  - the sample does not have risks or dangers not previously declared for the safety and health of the employees and the work environment
  - verify the functionality with respect to the tests to which the sample is to be submitted
  - check the completeness of the required technical documentation attached to the sampleAny possible sample non compliant for the tests will be communicated to the Customer and the order will be put on hold until the Customer supplies a new sample or the completion of it and subsequently the times of contract will be reset.
- 2.4) At the end of the tests INTEK S.p.a will inform the Customer about the availability of the samples to be collected and will take care of the return carriage forward or as agreed with the Customer.  
Three months after the communication about the availability of the sample collection, INTEK is entitled to eliminate the above mentioned samples. Any possible costs for the samples scrapping will be charged with the cost +10%.
- 2.5) INTEK denies liability for any possible breakdown or defect of the devices submitted for testing
- 2.6) In case of damage or theft of the tested samples, INTEK will not be liable for material damage or any other type of unforeseen eventuality (penal for delays, failed profit, etc.)

**3) ASSISTANCE DURING TESTS**

- 3.1) In case the Customer, for common interest, wishes to assist with the execution of the tests, INTEK requires to specify the names of the authorized persons in the Order. INTEK commit to communicate to the Customer, in the Order Confirmation, the authorization of access to the Laboratory and the exact dates of the tests execution.
- 3.2) The Customer's staff presence in INTEK is ruled by the Standard UNI CEI EN ISO/IEC 17025 in point 4.7 and by the INTEK S.p.a safety and privacy procedures, which will be shown and signed by the Customer's staff on entrance to the Laboratory.

**4) TEST REPORTS AND RECORDINGS**

- 4.1) If not otherwise specified in the Offer or Order Confirmation it is implied that at the end of tests a test report will be issued within the terms mentioned in the Order Confirmation. The report will be edited in compliance with the norm UNI CEI EN ISO/EIC 17025 in "pdf" digital format and/or paper format in one only original copy.
- 4.2) In the event of more copies being required, further original copies, translations of the report in other languages different from what specified in the Offer or Order Confirmation, reissue of the report due to change of heading, product denomination or other causes not due to INTEK, the afore mentioned will have to be agreed on, will be issued with revision index and will be invoiced.
- 4.3) The final results of the tests are written exclusively in the test report issued complete with all the required signatures on the first page of it. Any test outcome anticipation both verbally, via telephone or fax do not commit INTEK
- 4.4) The test reports exclusively relate to the samples tested and described in the test report.
- 4.5) Partial reproductions of the test reports are not allowed without written authorization from INTEK
- 4.6) The test reports are private documents and property solely of the Customer. INTEK commit to privacy and secrecy of the tests outcomes gained and of all the information obtained during the tests execution.
- 4.7) The test reports, complete with the results recording, tests recordings and order attached documentation are filed and kept by INTEK for a minimum of ten years.

**5) PRICES AND INVOICING**

- 5.1) The prices present in the offers and Order Confirmations are calculated before VAT.
- 5.2) If not otherwise specified, the times of the tests execution mentioned refer to estimates; the invoicing will take place upon final balance according to the actual hours spent during the tests, verifiable by the Customer through the presence during the execution of the before mentioned tests and indicated on the job card issued by the INTEK technician in charge of testing. The tests times are invoiced as multiples of 0,5 hour.
- 5.3) Except for different agreements, INTEK will invoice for the progress status of the hours already worked in the month.
- 5.4) In case the order has to put on hold for reasons not due to INTEK S.p.a, after two months it will be considered terminated and samples not collected will be returned to the Customer. Any possible tests already submitted will be carried out again at the start of a new order for the same product
- 5.5) Any damage to people and/or things due to abnormal functioning of the sample and not due to an incorrect use of the Laboratory equipment, failed connection or execution of the tests by INTEK S.p.a technicians will be totally charged to the Customer.
- 5.6) In case of possible order cancellation, INTEK is entitled anyway to show the fee for "Order handling" on top of the hours already worked and any possible costs due to equipment and/or specific materials purchased for the execution of the tests, beside what specified in the following 5.7.
- 5.7) In case of cancellation by the Customer of the Laboratory reservation for the tests execution, INTEK is entitled to charge a quota of the order amount, not including the quota for the test report, according to the period of notice, specifically:
  - 1 week notice: no charge;
  - 2 days notice: 30%;
  - no notice: 70%.

**6) PAYMENT**

- 6.1) If not otherwise specified: Cash order 60 days invoice data, end of the month (ex. payment in advance for new customers).
- 6.2) The invoice payments are to be made punctually according to the deadlines established and for the agreed amount. Payment delays, even partially, of the invoices beyond the agreed deadline, will cause immediate effect of the arrears interests, calculated according to what specified in the legislative Decree. 231/2002.
- 6.3) Any complaints related to the execution of the contract does not entitle the Customer to suspend or delay the payments.

**7) DATA PROCESSING**

- 7.1) The document INTEK doc. 04 04 DOC 006 PRE defines the commitments and procedures about the treatment of Customers data with reference to Legislative Decree. 196/2003 and this document is considered integral part of the contract.

**8) COURT OF COMPETENT JURISDICTION**

- 8.1) In case of legal dispute, the "Foro of Brescia" (Court of Brescia) is competent.

**9) OFFERS VALIDITY**

- 9.1) If not otherwise specified the offers are valid for 60 days.

**With the submission of the purchase order, this supply conditions, specifically the items 2, 3, 5 and 6, are considered approved.**

Rezzato, 2016-02-01

INTEK S.p.A.  
CEO  
General Manager  
Enrico Veronesi

