

TERMS OF SALE**Art. 1 DEFINITIONS AND APPLICABILITY TO THE duemme CONTEXT**

The terms under these General Conditions of Sale (hereinafter Conditions) shall have the following meaning:

- a) **DUEMME S.p.a.**: party that issues the quote/contract. **Duemme's** registered offices are in MADIGNANO (CR), Via E. FERMI 10/12 (bunkers and designated areas for Non-Destructive Testing in Via E. FERMI 10-12-21). **duemme** (also identified as "Laboratory") performs industrial radiographic testing and non-destructive tests in general ("Laboratory activity").
- b) **"Customer, Client or Applicant"**: party to which the quote/contract is addressed, or end-user if it is a different party, to which these general conditions shall apply.
- c) **"Contract"**: the Customer's written agreement to the quote and these "General Conditions" for the service offered. The General Conditions shall be deemed an integral and material part of the quote.
- d) **"Service"**: activity that **duemme** provides, consisting in industrial radiographic and non-destructive tests in general. Any other services are listed in the quote and/or the contract entered into by the parties.
- e) **"Financial Quote"**, hereinafter "quote", shall be deemed the document summarising the services **duemme** offers the Customer, including the amounts and prices per individual item or all together.
- f) **"Sample"**: meaning every good under a quote/contract, being material to subject to non-destructive tests. Unless otherwise specified, the good delivered to **duemme** to perform the tests has been sampled directly by the customer or in any event under its responsibility.
- g) **ACCREDIA** – Italian Accreditation Body – This is the only national body authorised by the Italian state to perform accreditation activities. Specifically, the department of reference is the Test Laboratories Department (LD) whose purpose is the accreditation of test laboratories. The Accredited Laboratory and ACCREDIA enter into a contract called "agreement" that governs the relations between the parties.
- h) **ISO/IEC 17025 - Accreditation** – ACCREDIA evaluates the technical skill and professional eligibility of the compliance assessment workers (laboratories) checking their conformity to mandatory rules and voluntary standards, to be sure of the value and credibility of certifications, inspections, tests and calibrations. Thus, accreditation is a process that guarantees that the laboratory's Test Reports bearing the ACCREDIA mark have been issued in compliance with the strictest international requirements concerning conformity assessment, and behind ongoing strict surveillance of the conduct of the workers running the laboratory. **Duemme** voluntarily chose accreditation because, like management and in the context where it works, it would like to provide an additional guarantee of its work for its clientele, accrediting its Quality Management System according to ISO/IEC 17025. Alongside the applicable compulsory requisites in its field, there are also voluntary requisites referenced by applicable standards, verified by independent third parties together with the technical skill and professional eligibility assessment of workers. The gold standard for the accreditation of Test Laboratories is the ISO/IEC 17025 in the latest version available
- i) **Accredited Test** – A "Test" is defined as the determination of one or more characteristics of something that undergoes conformity assessment according to a procedure; an "Accredited Test" is a Test for which the ACCREDIA accreditation body has assessed conformity and attested the laboratory's ability to perform that test and which entails the formal demonstration of its competence in performing that test or analysis. Whether tests are under accreditation or are not under the aegis of accreditation, the Client shall undertake not to use the logos and marks in the documentation received from **duemme** like Test Reports or forms with the ACCREDIA logo (Mark). It is prohibited to use or copy, even partially, the accreditation body logos (ACCREDIA), certification, or **duemme** brand/logo on the documentation issued to the Client or on the company website.
- j) **Range of the Activities Carried out in the Accreditation Scheme** – **duemme** is an accredited laboratory with Accreditation no. **1472L** for the tests in the constantly updated table posted on the website www.accredia.it (direct links to the [Accreditation Certificate](#) and [Accredited Tests List](#)); Accreditation just covers the tests in the [Accredited Tests List](#) done according to national or international standards clearly harmonised and uniquely identified (including the year of issuance), in a known field of application and which are expected to be done on **duemme's** premises in MADIGNANO (CR) in Via E. FERMI 10-12-21. Any sampling (an activity up to the Customer as per paragraph 3.2 below) and any subcontracted activity or continuously outsourced activity (this activity is clearly barred by company policy for any test subject to accreditation) shall be excluded from accreditation.
- k) **Test Report** – Official document issued and released by **duemme** which lists the results of the test activity carried out. **duemme** assumes all responsibility about what is reported in the Test Report except for the data supplied by the customer. The service is addressed to the applicant and is the only document attesting to the results of a test activity; every other document, verbal communication, marker or notes on the parts tested, notes on drawings or specifications, etc. shall NOT be deemed certification of the test activity. It is sent solely to the Customer and not to any other third party unless the Customer itself provides express written authorisation. It is drawn up on a standard bilingual company form authorised by the Quality Management System in Italian/English. Every note or attachment clearly identified and referenced in the Test Report is an integral part of the document. It is sent in digital form to the Customer and a copy is kept in **duemme's** files for a period of ten years (10). It is issued and released by **duemme** and is valid only if signed for authorisation by the Laboratory Manager (Mr. JACOPO MANETTI) or by someone authorised in his stead (Mr. GIUSEPPE MANETTI). Partial copying of the Test Report is prohibited.
- l) **ISO 9001 - Certification of the Quality Management System** – The very Quality Management System referenced in point h) above is certified according to the latest edition of the harmonised ISO 9001 standard in effect; in this context, alongside the applicable requirements in its field, there are also voluntary requisites referenced by applicable standards, besides the Customer's ownership requirements which actually fall under system management for carrying out the tests; the requirements are verified by an independent third party.
Range of the Activities Performed in the Certification Scheme – "Non destructive testing and consulting for: radiographic, magnetoscopic, dye penetrant, ultrasonic, visual inspections and Computed Tomography.". The certificate may be consulted on the company website www.duemme.net
- m) **AS9100 - Certification of the Quality Management System** – The very Quality Management System referenced in point h) above is certified according to the latest edition of the harmonised AS9100 standard in effect; in this context, alongside the applicable requirements in its field, there are also voluntary requisites referenced by applicable standards, besides the Customer's ownership requirements which actually fall under system management for carrying out the tests; the requirements are verified by an independent third party.
Range of the Activities Performed in the Certification Scheme – "Non destructive testing and consulting for: radiographic, magnetoscopic, dye penetrant, ultrasonic, visual inspections and Computed Tomography.". The certificate may be consulted on the company website www.duemme.net
- n) **duemme Quality Policy** – Based on the periodic analysis of the context, the ownership of **duemme** plans its Quality Management System and performs the assessment of risks and improvement opportunities on its company processes with the aid of the managers with the tools identified (Risk Analysis). This risk analysis is updated periodically and every time major changes to the company processes and dynamics come up. The ownership holds that the objectives stated in the "Quality Policy" document can be achieved through organisational improvement and maintenance of an internal Management System in conformity to the latest applicable editions of the ISO 9001, AS9100 and ISO/IEC 17025 standards, aware that the conduct of all members of the company is consistent with that decision The Quality Policy is available on the premises in the latest edition in effect; it may be consulted on the company website www.duemme.net.

- o) **Impartiality & Confidentiality Policies** – duemme bears the greatest responsibility for the impartiality of its activities and at the same time for the guarantee of the confidentiality of information it learns in order to provide the service on all levels of its organisation; it works with process and organisational management logic to face the impartiality and confidentiality requirements (in addition to the prescriptions under GDPR 746/2016) and internally works together with all in-company parties involved so that each individual makes his or her own contribution to managing the requirement. The “Policy and Commitment for Preserving Impartiality” and the “Policy and Commitment for Managing Information Confidentiality” are shared with all in-Company and contract staff and communicated to the Relevant Parties over the company website www.duemme.net

Art. 2 SCOPE

These General Conditions of Sale – available online on the company website www.duemme.net and referenced in the quote sent to the client and/or referenced in the ad hoc contracts the parties entered into – are an integral part of the quote sent and shall apply to the jobs and provision of services that duemme performs in the scope of its business; therefore, it is hereby agreed that they are valid for all the service provisions duemme carries out for Purchase Orders/Specific Agreements that are issued from time to time. Any changes to these General Conditions in any of the Customer’s documents shall not be deemed valid unless duemme expressly agrees to them in writing.

The list of services and provisions, together with the pricelist, shall be stated in detail in the quote duemme formulates and communicated to the Customer. The contract may not be transferred without duemme’s written consent. The duemme pricelist may not be divulged to third parties except in the form of a precise quote.

Art. 3 CUSTOMER’S OBLIGATIONS

The customer shall undertake to send duemme all the information it needs for proper activity assessment in preparation for sending the quote: description of the sample to be tested (including the amounts), test method, drawings, references to regulations, standards, codes, customer specifications and acceptance criteria if not expressly stated or if different than those specified in the test method and any other technical reference that helps correctly identify all the characteristics necessary to providing the service. For on-site activities (which cannot be provided under accreditation, but managed with the same management criteria for a test performed at the MADIGNANO (CR) laboratory, it is required to send the characteristics of the site and the work areas where the activity will be carried out; all this, without prejudice to both parties’ compliance with the applicable compulsory regulations. The verification of the requirements of the site where the activity is to be done is an integral part of the technical feasibility assessment of the request.

When making the request, the customer shall undertake to send duemme its wish to receive a Test Report bearing the ACCREDIA Mark with or without measurement uncertainty expressed. duemme can issue Test Reports bearing the Accreditation Body Mark ACCREDIA only for the tests in the currently valid Accredited Tests List (for more information see Art. 1 Par. i and j). If specific requests for this are not sent, duemme will issue a Test Report bearing the ACCREDIA Mark and without measurement uncertainty. Both requests above must mandatorily reach duemme before the contract is entered into.

When making the request, the customer shall undertake to send duemme a document with opinions or interpretations following the activity carried out; if this request does not arrive prior to entry into the contract, duemme shall not issue any document bearing such marks. If requested, duemme shall see to sending a quote for that requested, writing this in the quote: “I issue a report drawn up in freehand on duemme’s letterhead without any reference to the accreditation containing the reference to the Test Report (or Test Reports) that it may be linked to: opinions and interpretations following the activity carried out.”

The contract will be closed when the Customer tells duemme that it accepts the quote by signing all the pages in the quote as well as the Terms of Sale in agreement. If not signed and sent to Duemme S. P. A., they shall be deemed agreed-upon in the moment the quote issued by Duemme S.P.A. was accepted and/or upon delivery of the samples to this author to perform the tests requested. You can communicate agreement by email to the address info@duemme.net or by fax to no. 0373 658845.

3.1 - Risks Arising from the Sample

The Customer is obliged to inform duemme in writing of the risks inherent to the sample to be tested, identifying its dangers due to the nature of the sample itself if the requirement is applicable.

3.2 – Means of Handling the Sample & Sampling

The Customer is obliged to inform duemme in writing if the sample to be tested requires special handling due to its intrinsic characteristics, also communicating any necessary information for duemme to properly carry out its service (prescriptions on handling, protection before and after the test, means of return, special prescriptions on confidentiality). It is hereby acknowledged that any additional costs arising from special handling shall be at the Customer’s expense.

The Customer is obliged to sample the parts being tested from among those it produces itself, as well as to choose the areas where to carry out the test (unless the applicable harmonised standards have not established them).

The Customer shall deliver duemme the relative samples complete with delivery transport document in order. Sample pick-up, mandatory at the end of the assignment, shall be done directly by the Customer at its own expense.

3.3 – Reports in a Foreign Language

The Customer is obliged to inform duemme in writing upon acceptance of the quote that it needs to get the documents in the test reports, reports or any other document duemme issued following the activity carried out translated into the English language, too. Any additional costs requested for the translation shall be at the Customer’s expense.

3.4 – Safety Obligations

In the case of off-site activity on the premises of the Customer, the latter shall undertake to ask duemme for all the necessary documentation for carrying out the activity according to current occupational safety legislation by no later than five business days prior to beginning the activities.

The Customer is also obliged to tell duemme about any workplace risks, any emergency plans and the name of the personnel at the job area designated to first aid and management of emergencies in case of a fire with an ad hoc Single Document on the Assessment of Risk from Interference (SDARI). Any risks arising from activities to be carried out on high and/or in closed-in spaces or suspicion of pollution must be reported to duemme in writing when signing the General Conditions and following every quote accepted by the parties. Duemme shall reserve the right to do an on-site inspection on the job premises indicated by the Customer; the expenses for this on-site inspection shall be borne by the Customer.

4 DUEMME S.P.A.’s OBLIGATIONS

duemme shall undertake to fulfil the assignment taken up autonomously and independently and is free to choose the means for carrying it out, following the technical instructions received from the Customer and the agreements under the contract. The quote shall always give the applicable test specifications. When the client does not specify the test methods to use, duemme shall see to identifying the most suitable method itself, informing

the client to gain its approval. In any case, the methods to be used are always set in advance, prior to launching the activity and generally identified during the quote stage. If the Client's request has obsolete standards, **duemme** informs the Client, either adjusting to its requests or not.

If **duemme** is asked tests covered by accreditation in accordance with ISO/IEC 17025 **duemme** verifies their feasibility, and if the request can be met, it issues a quote clearly mentioning that the test is accredited. If **duemme** is asked tests not covered by accreditation in accordance with ISO/IEC 17025 **duemme** verifies their feasibility, and if the request can be met, it issues a quote clearly mentioning that the test is not accredited. Requests to issue a Test Report bearing or not the ACCREDIA Mark must be sent when asking for a quote, together with the request that the Test Report express the measurement uncertainty (see Art. 3).

If **duemme** is asked tests with results that come with their measurement uncertainty, it issues a quote clearly mentioning issuance of a Test Report bearing the measurement uncertainty to associate with the result. If no such requests are received from the client in the initial quote stage, quotes shall not make any reference to the measurement uncertainty. The request to issue a Test Report expressing or not the measurement uncertainty must be sent during the quote stage (see Art. 3).

If **duemme** is asked opinions or interpretations following the activity carried out, it issues a quote that says: "I issue a report drawn up in freehand on **duemme**'s letterhead without any reference to the accreditation containing the reference to the Test Report (or Test Reports) that it may be linked to: opinions and interpretations following the activity carried out." If no such requests are received from the client in the initial quote stage, quotes shall not refer to the issuance of opinions or interpretations at all. The request for a report expressing opinions or interpretations must be sent during the quote stage (see Art. 3).

Any activity that has to do with sampling is not included in the accreditation since it is a service that **duemme** doesn't provide and therefore does not fall under the corporate activities.

Duemme's company policy clearly bars subcontracting for all tests or test steps. Subcontracting is seen as an activity that **duemme** has the means, resources and knowledge to carry out but that it has decided to acquire from third parties, and that once checked, is provided as a service to Customers requiring that service. **Duemme** does not subcontract any test subject to accreditation or its steps, or test that it can do with its own internal resources. **duemme** shall undertake to inform the Customer on any change to the following General Conditions, sending the new version to be reviewed and then agreed to.

duemme does tests on the samples as they are received, informing the Customer before launching the tests if it encounters major defects or damage, for example found during transport. Transport is at the Customer's expense: **duemme** shall not assume any liability on the status of the delivery or on the means by which it was transported to the company, not to mention for the return (by relative return shipment) to the Customer.

The process that leads to provision of the services goes through an initial request evaluation stage which is followed by review of the quote prior to sending; when the contract is being closed, review of the contract itself, which if it passes, leads to internal authorisation of service provision (if it passes upon the customer's agreement to the contract, no written communication from **duemme** follows unless it is requested). Any specific characteristics are applicable to orders in progress. Review of the contract authorises **duemme** to proceed with the order, actually going ahead with the tests. Transmission of the Test Report and the technical part of the service provision process; this is followed by monthly billing for the activity carried out.

4.1 – Document Storage

Duemme shall undertake to keep the records (Test Reports on electronic storage medium and technical records associated with the tests) for the radiographic and non-destructive tests in general for a period of ten (10) years from when they are approved and issued to the Customer. The original of the Test Report is given to the client. The film developed after the radiographic test is delivered in original form to the Customer and no other digital copies are kept unless there are written agreements between the parties.

The volumes created after the tomographic test are delivered in original form to the Customer and no other copies are kept unless there are written agreements between the parties.

4.2 – Timing

Unless expressly stated in the quote or agreed otherwise in contracts between the parties, **duemme** makes the test results available to the Customer within a tentative period of 15 (fifteen) business days after the quote was accepted (or customer order transmission) and after receipt of the samples to be tested. The abovementioned timing is tentative and non-binding unless there are written agreements in the quote agreed among the parties. If **duemme** is forced to make an exception to these tentative deadlines, it shall notify the Customer. The duration and terms of performance of the services requested of **duemme** shall be deemed tentative and non-binding for **duemme**; in any case, nothing shall be owed to the Customer if test reports are issued late.

Any urgencies – results within 5 (five) business days – must be agreed upon in advance with **duemme** and shall entail a surcharge that will be communicated after having checked whether it's actually possible to fulfil the request advanced.

4.3 – Safety Obligations

Duemme shall undertake to follow the obligations set for occupational safety. The personnel is informed, educated and trained for the activities in the quote, subject to health surveillance as per health protocols dictated by the Company Physician, in line with the current occupational safety provisions, Social Security Compliance, etc.

Duemme shall undertake to provide the documentation required for the Customer to subsequently draw up the SDARI, and shall do so within the deadlines prior to entry into the workplace for activities carried out on the Customer's premises or sites indicated by it. The costs due for preparing the necessary documentation to enter the worksite (to be requested no later than five business days prior to starting the activity) are valued at a lump sum of €90 which will be communicated in a timely manner.

4.4 – Decision-Making Rule: Management of results and their uncertainty, comparison with limits

"Decision-making rule" means the rule, or rather the criterion that describes how measurement uncertainty is taken into account when conformity to a specified requirement is declared. When **duemme** is called to judge whether a test result is in conformity or not, the acceptance criteria agreed during negotiations shall be applied without considering the measurement uncertainty unless otherwise indicated in applicable binding rules or requirements.

If the customer or the applicable regulations are required to take into account the measurement uncertainty and the result of the test with the associated measurement uncertainty exceed the limit of the conformity judgment, **duemme** will consider the part tested as NONCONFORMING.

4.5 – Sampling

For the type of tests and the industry it operates in, **duemme** does not do sampling (as in the taking of a sample from something that undergoes conformity assessment according to a procedure). Sampling is an activity up to the Customer, who is responsible both for identifying the sample(s) to run the tests on (e.g., 20% of a set production lot of 500 items), and the areas where to run them if they are tests in percentage non-standardised from this viewpoint (e.g., either spot or 20% of the welded joints of the structure being tested). All this, apart from applicable regulatory prescriptions on identification of the areas on which to run the tests (e.g., "critical areas", etc.).

4.6 – Complaints

Duemme handles every complaint received from a Stakeholder in compliance with its internal management procedures. Anyone who means to send a complaint must send a written communication to info@duemme.net specifying what the complaint is about in detail and the reasons behind the complaint. On its part, **duemme** shall address the complaint according to its internal procedures, confirming receipt of the complaint to the claimant, keeping him or her informed up until the complaint management procedure is concluded.

duemme is available, upon request, to provide its own procedure for handling complaints to the customer.

Art. 5 USE OF THE BRAND AND LOGOS

The customer shall undertake not to use the logos and brands in the documentation received from **duemme**. It is prohibited to use or copy, even partially, the accreditation body logos, certification, or **duemme** logo on the documentation that **duemme** issued to the Customer or available on the Internet. Likewise, it is prohibited to partially copy Test Reports, unless authorised by **duemme** as specified in each individual Test Report.

Every time the rules for using the brand in these General Conditions of sale are broken, the Customer must pay a €2000 fee, without prejudice to the right to claim greater damages.

Art. 6 PAYMENT VALIDITY, TERMS AND METHOD

The terms and methods of payment are specifically stated in the quote that is an integral part of these general conditions. Unless expressly given on the quote, the minimum sum for each individual activity billed is €150; validity of the quote: Three months from issuance.

Art. 7 PAYMENT

The payment the Customer owes for the services **duemme** provided is set according to **duemme**'s current rates and stated in the offer which is an integral part of these general conditions.

Art. 8 COSTS FOR OFF-SITE ACTIVITIES

The General Conditions applicable to the activities carried out at workplaces other than the **duemme** premises shall follow the plan below, in addition to that specified above.

8.1. – Costs at the Customer's Expense

- securing of the workplace and sharing of the information inherent to safety in advance;
- help handling any lifting means (scaffolds, baskets, cranes, hoists, etc.);
- lighting and electricity.

The Customer shall also bear the costs for:

- charges due to any forced downtime for causes not attributable to **duemme**, quantifiable per individual engineer at the cost of €52/h;
- travel expenses for the activities not carried out due to events not attributable to **duemme** (for example, the weather).

8.2. – Costs at DUEMME S.P.A.'s Expense

- Costs foreseen for safety, PPE personal protection equipment, training, etc.
- Properly trained and qualified personnel.
- Equipment and means necessary to carry out the activity.

Art. 9 TERMINATION OF CONTRACT

Duemme shall have the right to terminate the contract in compliance with and by effect of art. 1456 Civil Code sending the Customer a written communication by registered mail or certified email in the following cases:

- a) The Customer is late paying the sums due for a period of over 15 days; for periodic services, **duemme** shall have the right to suspend performance of the services still to be rendered until payment has been made.
- b) The Customer fails to fulfil the contractual obligations it assumed under point 2. (prohibition of transfer of contract) 3.4 (Protection of safety), 5. (Use of the brand and Logos) of these conditions.
- c) The Customer goes into liquidation or closes the business, is admitted to arrangement with creditors, both in judicial and extra-judicial fora, or is declared bankrupt.

If the contract is terminated all the sums paid by the Customer shall remain permanently acquired by **duemme**.

Art. 10 COURT OF JURISDICTION

The contract and general conditions must be considered and interpreted solely according to the law of the Italian Republic.

Any dispute regarding the validity, interpretation, performance or termination of the contract and these general conditions shall be under the exclusive jurisdiction of the Court of CREMONA, even if the contract is finalised or executable elsewhere.

Art. 11 FINAL PROVISIONS

These general conditions may be subject to changes made necessary by future legal provisions and/or regulations. No changes shall take effect without written approval by the parties. The Customer shall undertake to give the regular mail and email address, phone number, fax and name of a contact person upon acceptance of the quote where **duemme** will send all communications in official documents, fully valid for all legal and contractual purposes.

Art. 12 PROTECTION OF PRIVACY

With reference to the provision of Legislative Decree 196/2003 and the new EU regulation 2016/679 (GDPR) on protection of personal data, the Customer and **duemme** both hereby acknowledge that they are aware of the fact that the data related to its own company, useful for legal purposes and for the purpose of fulfilling the obligations in the orders/contracts issued, shall be kept and used by the other party. Therefore, by signing the General Conditions of Sale the Parties also intend to explicitly express their consent to the processing described above and within the bounds of the purposes cited above.

duemme s.p.a.

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Date

Seal and signature

SEVERABILITY CLAUSES

In compliance with and by effect of articles 1341 and 1342 of the Civil Code the Customer states it has read and expressly approves the following articles and subparagraphs: Art. 3, 4, 5, 6, 7.

Date

Seal and signature