



**CONDITIONS AND GENERAL ASPECTS OF THE SUPPLY
OF ANALYTICAL SERVICES**

MOD 002/PG02

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1. Scope of application

These conditions and the general aspects of the provision of analysis services, published on all commercial documents, apply without limitations or reservations to the services provided by CTC ARS TINCTORIA S.r.l, and may be derogated and/or supplemented by special conditions based on the negotiations conducted with the Client. All service orders imply acceptance without reservations and full compliance with these general conditions by the Client.

These general conditions and aspects are systematically communicated to any Client who requests them, to allow them to place an order with CTC ARS TINCTORIA S.r.l within the legal deadlines.

They are also communicated to any Client before the conclusion of a written contract.

2. Definitions

In this document, the following definitions will be referenced:

- Laboratory refers to CTC ARS TINCTORIA S.r.l. with headquarters and analytical laboratories in Santa Croce sull'Arno, ViadelBosco 125;
- Client refers to the subject, natural or legal person, who requests the execution of the analyses and services indicated in the offer;
- Sample refers to the material to be analyzed delivered by the client or taken by the Laboratory;
- Counter Sample refers to a portion of the sample as is or treated that is kept at the laboratory when the nature and original quantities allow it;
- Offer refers to the document that contains the technical-commercial proposal related to the tests and services requested;
- Test Report refers to the document signed by the Laboratory Manager or delegated personnel.

3. General aspects

ACCREDIA accreditation pursuant to the UNI CEI EN ISO/IEC 17025 standard

The Laboratory is accredited by ACCREDIA pursuant to the UNI CEI EN ISO/IEC 17025 standard with the accreditation number 01217.

The list of accredited tests to date can be consulted on the website www.ctcgroupe.com or on the website www.accredia.it. To this end, it is specified that accreditation under the UNI CEI EN ISO/IEC 17025 standard does not constitute product certification in any case but certifies that the specific analytical test is conducted in accordance with the technical regulations. The ACCREDIA mark and any other reference to accreditation MUST NOT be affixed to a test sample or a product or part of it or used to imply product certification. They MUST NOT be used in documentation concerning a product unless a copy of the report is provided. The existing agreement with Accredia can be viewed at the laboratory. The ACCREDIA mark must not be used in such a way as to give the impression that Accredia accepts responsibility for the test result, or for any opinion or interpretation that may arise from it, or that Accredia approves a test sample or product.

Accredia is also a signatory to the ILAC-MRA (International Laboratory Accreditation Cooperation – Mutual Recognition Arrangement), thanks to which Test Reports issued with the combined ACCREDIA/ILAC mark enjoy mutual international recognition, ensuring their full validity in all major markets worldwide.



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Prices

The prices indicated in the offer are expressed in euros (€) and net of VAT.

The Client accepts the principle of revising the rates determined at the time of quotation, in case the order is placed more than two months after such quotation. In this case, the Client will be required to validate the revised prices.

The prices are expressed in euros, net of taxes, and any tax, duty, or service to be paid in application of Italian or foreign regulations will be borne by the Client. The prices are established by the price list in force on the day of the Order.

Prices may be increased for additional analysis services requested after obtaining the results. CTC ARS TINCTORIA will issue an invoice and send it to the Client based on the offer.

Unless otherwise specified, payment must be made by bank transfer within 30 days from the date of the invoice.

If the Client pays for the services before the established payment date, CTC ARS TINCTORIA S.r.l. will not grant any discount.

Any delay in payment will result, by right and without notice, in compensation equal to 15% of the amount, including taxes, of the invoiced services, in addition to the application of late interest equal to the last refinancing rate of the European Central Bank (REFI rate) plus ten points.

The Customer shall also automatically owe CTC ARS TINCTORIA S.r.l. a fixed indemnity of 40 euros for collection expenses. Delay in payment of a due date will result, at the Laboratory's discretion, in the forfeiture of the contractual term, with immediate enforceability of all amounts due.

In addition to these penalties, in case of non-payment by the agreed deadlines, CTC ARS TINCTORIA S.r.l. reserves the right to suspend or cancel the provision of services in progress by registered letter with return receipt.

The Laboratory retains ownership of the results and all productions until full payment of the entire price, both principal and accessory, of such results is made. This retention of ownership does not prevent the transfer of risks to the Client as soon as the results are made available. Failure to pay by the agreed deadlines may result in the recovery of the material.

Validity of the offer

The offers are valid until the expiration date indicated in point 1 of the quotation form.

The offer deadline, and therefore the maintenance of the economic conditions, can be extended subject to prior approval agreement between the parties and the new expiration date will in any case be communicated in writing by the Laboratory.

Offer acceptance methods

In case of acceptance of the technical-economic conditions of the offer, the Customer can send it back countersigned or formalize the order according to their own procedure, still referring to the offer code.

The order must be confirmed by means of an agreement duly signed by the Customer.

Any changes to the technical-economic conditions must be agreed upon in advance and, if they significantly modify the contents, a new offer will need to be formalized.

Order modifications

Orders sent by the Customer are irrevocable upon receipt. Any changes, including cancellation, can only be made with the express, prior, and written agreement of CTC ARS TINCTORIA, which will remain free to refuse in any case. Any modification to the Order may result in additional billing.

Any modification to an Order will be subject to a written change signed by both parties. In case of cancellation, CTC ARS TINCTORIA reserves the right to bill 50% of the total price, net of VAT, for the services, as compensation for damages, to offset the loss incurred, except in cases of force majeure.



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Resolution

Each party may terminate the order in case of default by the other party on its contractual obligations, after thirty days from the sending to the defaulting party of a formal notice to comply by registered letter and remaining ineffective, without prejudice to the right to compensation for damages suffered as a result of such default.

Delivery times

The timelines for the delivery of analytical results are specified in the offer and provided as indicative, without guarantee of compliance with the indicated terms. These times may vary in the presence of unforeseen events or technical impediments, and in case of changes, the Laboratory will communicate and justify them promptly to the Client.

The term starts from the moment the Laboratory receives all the necessary documentation for the execution of the services or from the acceptance of the offer. Express or immediate deadlines involve an additional cost and are subject to validation of feasibility by the Laboratory, depending on the workload and technical constraints. In such cases, it may be impossible for CTC ARS TINCTORIA Srl to provide accredited results, where applicable.

Any modification to the offer may result in an extension of the deadlines. The Laboratory commits to respect the delivery dates indicated at the time of acceptance of the offer and to carry out the requested tests and services, except for cases of force majeure or circumstances beyond its control. Delays in delivery do not give the Client the right to withdraw from the contract, nor can they result in withholdings, penalties, or damages.

Finally, if the Client places an order without having settled previous orders, the Laboratory reserves the right to refuse the order and the delivery of the requested results, without this resulting in any compensation for the Client.

Processing of the request

For analysis requests received in the afternoon, processing times start from the following day. Sundays, Saturdays, and holidays are not working days.

An incomplete analysis request (administrative information, nature of materials, samples, nomenclature, etc.) will not be processed until the missing information and/or samples have been obtained.

To ensure an accredited service, the received samples must meet a number of criteria (quantity, shape, storage and transport conditions, etc.) If these criteria are not met, the result cannot be released under accreditation.

Test reports or reporting

The results will be certified through the issuance of a Test Report.

In the absence of standards, regulations, or customer specifications, in cases where, considering the uncertainty, the compliance of the result is not unequivocal, the laboratory has decided to issue any compliance judgments based on the test result without taking into account the measurement uncertainty, but through the direct comparison of the obtained result with the reference value.

If there are specifications provided by the customer regarding the use of measurement uncertainty, they will be followed during the drafting phase of the compliance judgment.

Test reports are issued in a single original recognizable by the colored background paper of the Laboratory. Any requests for changes related to analysis/test reports and/or billing methods, header of the reports must be agreed upon and communicated in writing before the scheduled sending of the test report. Variations, cancellations, changes made by third parties constitute falsifications subject to criminal prosecution.

In the case of subcontracting, the Laboratory CTC ARS TINCTORIA SRL is responsible for the subcontracted work, except in cases where the customer or the authority in the legislative field specifies which entity should be employed.

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Duplicates of test reports can be issued by the Laboratory upon express request from the client and must bear the wording "Certified Copy". The Test Reports, unless otherwise instructed by the Client, will be sent by email.

Reports in English can be provided upon request. This service is free if the request is made at the beginning. Otherwise, an additional cost will be charged.

The rules for handling any complaints are available upon request via email at info.ars@ctcgroupe.com

Reproduction rights

The report sent by CTC ARS TINCTORIA S.r.l. to the Client as part of the assignment cannot be reproduced, in whole or in part, without the authorization of the Laboratory. Since all documents provided to Clients by CTC ARS TINCTORIA S.r.l. are covered by copyright law, any distribution or reproduction, even partial, is subject to the express consent of the Laboratory. To the extent that the Client has violated such copyright rights, the Laboratory will have the right to seek legal compensation for damages suffered.

Decision rule

The laboratory adopts, for conformity assessments with respect to specified limits, a decision rule that does not explicitly consider measurement uncertainty. Consequently, the "simple acceptance" approach provided by SNPA Guidelines 34/2021 is adopted, which entails a 50% risk of issuing an incorrect assessment.

In the event that the issuance of declarations of conformity is requested, the laboratory is available to agree in advance with the Client on the decision rule to be applied, also based on specific needs, regulatory requirements, or specifications. In the absence of agreed indications, the above-described decision rule will be applied.

The decision rule applied is defined during the review of the request/offer/contract.

Confidentiality and data processing

CTC ARS TINCTORIA Srl is committed to ensuring maximum confidentiality for all service products, the information received, and the analytical data, processing them in accordance with Regulation No. 2016/679 and according to the methods indicated in point A3 of the "Privacy Protection Notice," which the Client signs by accepting the offer. The company will not disclose such information to third parties without the prior consent of the Client, unless they are in the public domain. Furthermore, the offer presented by the Laboratory is confidential, remains its property, and can be used exclusively for the execution of the corresponding service.

Data processing, privacy

Samples and analytical data will be managed with the utmost confidentiality and the processing of the Client's data will take place in compliance with the provisions of Regulation No. 2016/679 for the purposes and in the manner indicated in point A3. "Privacy Protection Notice" which the Client signs by accepting the offer.

4. Privacy Protection Notice

Dear Client, in compliance with the provisions of Regulation No. 2016/679, we are providing you with the necessary information regarding the purposes and methods of processing your personal data, as well as the scope of communication and dissemination of the same, the nature of the data in our possession and their conferment.

Purpose of processing

Our Company, as the "data controller" of data processing, must possess, store, and manage data and information related to analytical results, process know-how, products and substances used, licenses, and authorizations. Knowledge of such data and information is necessary for contractual obligations and to provide the requested service.



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Processing methods

Data processing will be carried out both manually and with the aid of modern computer systems and in an automated manner by specifically appointed and therefore authorized individuals.

Scope of communication and dissemination

The Client's data, subject to processing, will be managed within CTC ARS TINCTORIA S.r.l. according to the confidentiality criteria of professional ethics, including the obligation to anonymize sources of external information.

The parties agree not to disclose to third parties the documentation related to this contract and any other information they may become aware of during the contract, even if received from external sources; and this obligation continues even after the termination for any reason of the same, except in cases where required by law.

The parties agree to maintain maximum confidentiality and secrecy towards third parties regarding the organizational structure of the other party.

Each party, in particular, will take all necessary precautions to safeguard the secrecy and will impose this obligation on its employees and/or collaborators, including those of third-party companies, prohibiting them from any abusive use of the information received.

Nature of the conferment

The provision of data is mandatory for you as it is necessary for the fulfillment of contractual obligations and for the execution of the assignment entrusted to us.

You can assert your rights as expressed by Regulation No. 2016/679 by contacting the Data Controller and/or the Data Processor.

Authorized subjects for data management

The subjects involved in the management of data and information are indicated below:

Data Controller: C T C ARS TINCTORIA S.r.l. and consequently the Management in the person of **Ms. Rasclé Maud Marie.**

This is the person responsible for decisions regarding the purposes and methods of data processing or management, as well as for the adoption of appropriate security measures aimed at protecting the processed data both in terms of preservation and confidentiality.

Responsible:

Subjects appointed by the Data Controller for data processing who must carry out control activities regarding access to the data.
The Data Processor is CTC ARS TINCTORIA S.r.l. and therefore the Management represented by **Rasclé Maud Marie.**

Appointed:

Who, materially, carries out the operations of processing and managing data and personal information according to the instructions given by the Data Controller and/or the processor. All personnel.



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5. Sampling, preservation of material to be tested and related records

Preservation of the material subjected to testing, of the control sample and archiving of test reports

The laboratory guarantees the preservation of the sample in accordance with the prescribed analytical methods.

Unless otherwise agreed, CTC ARS TINCTORIA acquires ownership of the collected or delivered sample and guarantees its preservation, or the preservation of a portion of the control sample as is or treated, for 60 days from the date of report issuance. Upon expiration, the sample will be disposed of at our expense according to current regulations. The Laboratory may return the remaining sample (not the control sample) if the Client's request arrives within the preservation time of the same. After this period, the Client will not be able to make any claims against the Laboratory.

Paper test reports will be archived in the laboratory for 60 days from the date of issuance. Upon expiration, the paper reports will be eliminated.

Indicate in the order confirmation, or notify the laboratory managers, if you wish to obtain the return of the remaining sample. Records related to the tests are kept for five years.

Execution of Material Sampling for Testing

The laboratory will carry out the sampling of the material to be tested, provided that these are expressly indicated in the offer, using competent and qualified personnel according to specific or standardized methods. During execution, personnel are required to comply with the safety regulations established by the Laboratory and those provided by the Client, who is obliged to accurately communicate the prescriptions to be followed within their own facility or area, as well as to report any existing hazards.

In the event that the Client decides to directly carry out the sampling of the material to be tested, CTC ARSTINCTORIA Srl is available to provide detailed technical instructions, clarifications, and assistance. The material to be tested must arrive fully identified (item name, batch, color, and any other useful information) and with particular attention to the data communicated during acceptance, which cannot be modified once the test report is issued. The Laboratory reserves the right not to accept the material to be tested if there are elements that compromise its applicability to one or more testing methods (for example, insufficient quantity, improper storage until entry into the laboratory, damaged or open container, or evident inadequacies regarding the required tests).

At the Client's request, the storage period can be extended and the material to be tested returned; in this case, the costs of storage or return will be borne by the Client. It is necessary to indicate on the order confirmation, or communicate directly to the Laboratory, if you wish the remaining material to be tested to be returned. Test reports are kept for five years and the return of the material to be tested does not limit or transfer the responsibility of the carrier, who remains solely responsible for transport according to the legal conditions of the transport contract.

6. Intellectual Property Rights

Unless expressly stated otherwise, the order does not involve any license or transfer of intellectual property rights previously held by CTC ARS TINCTORIA S.r.l to the Client. The Laboratory remains the owner of its know-how and the tools (methods, software, etc.) implemented for the execution of the service and the intellectual property rights generated in the context of the service.

The transfer of these elements to the client can be negotiated on a case-by-case basis in a separate contract.



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7. Limits of the CTC warranty

CTC ARS TINCTORIA acts by applying the usual practices and standards of its profession that the Client acknowledges to know, or by applying the specific instructions communicated by the latter.

It is the Client's responsibility to ensure that the Laboratory has the time and documents indicated by the parties of the contract as necessary for the execution of the services.

Otherwise, the Client agrees that CTC ARS TINCTORIA S.r.l. cannot be held responsible for the inaccuracy of the results of its tests.

The Client agrees that the results of a report are binding for the Laboratory only for the sample submitted to its service.

They cannot be considered as validation of other goods or products of the same production series or the same model, and are therefore valid only for the analyzed sample.

The Client remains solely responsible for the interpretation of these results and for taking appropriate measures. The control carried out by CTC ARS TINCTORIA S.r.l. cannot in any way limit or transfer the responsibility of the producer of the goods or the operator, who is solely responsible for the quality of their products. In any case, within the scope of its mission, the Laboratory is bound only by an obligation of means. The Client therefore acknowledges that the responsibility of the Laboratory can only be invoked to the extent that it is demonstrated that CTC ARS TINCTORIA acted with intent or gross negligence in the performance of its functions.

In return, the Laboratory commits to demonstrate diligence and to use all technical resources at its disposal to complete the mission entrusted to it.

8. Limits of liability

The liability of CTC ARS TINCTORIA S.r.l. is strictly limited to the obligations expressly agreed upon in the Offer.

The Laboratory can only be held liable for direct material damages suffered by the Client, excluding any other type of damage.

In the event that the Laboratory is held liable, such liability will in any case be limited to the amount, net of the legal VAT, of the Offer under which the services and/or supplies that gave rise to the claim or caused the damage were performed.

The Client agrees to waive any recourse by its insurers against CTC ARS TINCTORIA or its insurers, in accordance with the aforementioned limitations. In any case, if the Client intends to take legal action against the Laboratory for any reason, they must notify CTC ARS TINCTORIA, by any means, within 15 days from the date of receipt by CTC ARS TINCTORIA or its representative of the results of the performance. In the event that the Laboratory is held liable, the Client must minimize the costs, losses, and damages related to it.

9. Disputes

In case of difficulties in executing the agreements resulting from these general conditions, the more diligent party must contact the other party by registered letter with return receipt in order to seek an amicable solution to the dispute before resorting to the court indicated below.

This amicable settlement procedure constitutes a mandatory prerequisite for initiating legal proceedings between the parties. However, if at the end of a period of sixty (60) days the parties fail to reach an agreement or solution, the dispute will be submitted to the jurisdiction indicated below: the Court of Pisa will have exclusive jurisdiction for the resolution of any dispute arising from these agreements.