



TTR INSTITUTE SRL

Via Baden Powell 3/ter
21052 Busto Arsizio VA – Italy
Tel.: +39 0331 342533 – Fax: +39 0331 342534
Reg. Imprese - Cod. Fisc. - P.Iva 03118550122
Capitale Sociale Euro 115.436,00
R.E.A. di Varese 324649
Pec: ttrinstitute.pec@legalmail.it

TTR Institute

The acceptance of our offers and sending samples to us imply adherence to laboratory conditions for the supply of TTR Institute srl.

Any special conditions to be agreed between the parties in writing before sending the samples.

General information about the laboratory TTR Institute (list of tests, certifications, accreditation, equipment...) are freely accessible and available on the web site www.ttrinstitute.eu.

The web site provides, as well as the identification data of the laboratory, the possibility of written communications by e-mail in this regard, please consult the "contacts" sections.

GENERAL SUPPLY CONDITIONS

1. Definitions

the effects of the contract shall apply: "TTR Institute" means the corporate TTR Institute srl with registered office in Via Baden Powell 3/ter - 21052 Busto Arsizio - Varese (VA). P.I. 03118550122, represented for the purposes of this contract by the legal representative, Mr. Paolo Reina.

"Customer" means a legal entity, public or private, located in the registry of this contract, which requires the Institute to TTR carry out tests, inspections, certifications and / or the provision of other services;

"Samples": a material to be examined is not representative of other materials or lots unless specifically indicated by an Authority.

2. General Conditions applications.

These General Conditions apply to the relationship existing between TTR Institute and the customer, subject to any special conditions agreed between the same parties in writing. Individual contracts may be concluded in accordance with appropriate agreements or through written acceptances of offers TTR Institute, in any case subsequent to the transfer of samples offered TTR Institute shall be construed as acceptance thereof and the general conditions of service provision TTR Institute.

The acceptance by the Institute of TTR samples for analysis that come directly from the customer or that are to be signed by the same order of test execution is to be considered as a contract.

With the conclusion of the contract shall be deemed accepted the general conditions of supply unless explicit exceptions or additions to said contract documents resulting from formally.

3. Object of the contract.

The relationship existing between TTR Institute and the Customer will contract as a contract for the provision of services by TTR Institute as part of a complex activity including:

- Mechanical / Chemical Testing;
- Conducting tests and studies requested by the customer;
- Technical-scientific activities in the field of plastics;
- Legislative assistance (expert reports, technical assistance contradictory);
- Assistance in analysis of revision;
- Supervision and control laboratories;
- Quality control;
- Carrying out inspections and / or certification

GENERAL SUPPLY CONDITIONS REV. 7 DATED 10/01/2022



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4. Costs.

Prices and terms of payment of tests and services provided by the company TTR Institute srl are those provided by the applicable price when the buyer has accepted the order.

Tests and services to the company initially commissioned TTR Institute srl for which the buyer later declared that they no longer interested for any cause or reason, must still be paid under the terms or conditions referred to in the preceding paragraph.

5. Activity.

The services relating to complex activities mentioned above, will be in place by qualified personnel TTR Institute headed by the laboratory management.

Any subcontracting of evidence is excluded if the customer requests the execution of accredited tests (except for temporary inability to force majeure in the execution of these tests and no tests under accreditation, for which we will use accredited laboratories in turn or proven experience and reliability).

If subcontracting laboratory in the offer indicates that the test is subcontracted and responsibility to the customer is to be considered differently according to the following cases:

- a) The laboratory moved to the customer the test report obtained from the subcontracted: in this case the sole responsibility of TTR Institute is limited to the management of order and not to the evaluation and verification of results.
- b) The laboratory reports - at the express request of the customer-the results of the subcontracted their letterhead without any reference to accreditation (trade credit): in this case, TTR Institute assumes full responsibility as if the evidence had been fully executed at your facility.

6. Samples delivery to TTR Institute.

Unless otherwise expressly agreed, the material for analysis is delivered to the laboratory (to be understood as a free port) by the customer or his representative with the attached information about the tests to be performed, reference standards and any special modes of sampling.

The collection of the material to be examined at the residence of the customer business is deemed not applicable.

The customer has the obligation to inform TTR Institute on the risks inherent in the material submitted for analysis by identifying the hazards associated with it, has also a duty to report the correct mode for effective sample management (elimination, reduction, protection).

On the samples in general laboratory reports that, while respecting the procedures, there is the possibility of accidents during the tests that can sometimes prevent the achievement of certain data and the issuing of test report.

Remains customer's responsibility to report critical of the particular sample that require special treatment; are listed as non-exhaustive example, the typical number of problems:

- Handling, storage and non-standard use;
- Statement of use of the test report issued for legal purposes;
- Return of the sample and / or residual test (special measures to return).

Any activity, procedure and / or method / or request regarding the creation, establishment or identification of the sample (defined as sampling), unless otherwise formally agreed, is intended to be provided or carried out against and under the responsibility of the client or customer. TTR Institute excludes from its scope of activity sampling operations, except those established and required by certification bodies. TTR Institute ensures readiness to provide guidance on procedures and techniques of conservation laid down in compulsory standards and / or voluntary.

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Please note that the majority of tests carried out by TTR Institute are a destructive and in this regard it is suggested to the customer to ship spare samples if, for whatever reason, it becomes necessary to repeat the test by the laboratory.

7. Start date of test or services

In general, TTR Institute fix the test start date within 10 working days after the sample receiving except any delays due to the workload of the test equipment. TTR Institute ensure appropriate conservation treatments of the sample.

"Sample receiving" means the act of inserting into the computer system the material to be tested or the order of TTR service.

8. Sample and supernumerary sample storage.

Since receipt of the testing material, the laboratory preserve the samples to ensure appropriately the maintenance of physical and chemical conditions. The storage of samples by TTR Institute are set in a period of 15 days from the date of the test report, subject to limited exceptions which must be previously requested in writing by the customer. TTR Institute is committed, in this case, to retain in the sample in a manner appropriate to ensure the maintenance of chemical and physical conditions, for the period agreed. After expiration of the deadline, TTR Institute has the right to destroy the samples or to give it to third parties for disposal thus also including all of the remaining samples to be submitted for tests (sample residue).

9 Test report and outcomes.

The Laboratory is responsible for the analytical results reported for only samples tested or other activities performed as per contract. Reports are issued in one original. The issue of any duplicate copies as the original (stored in PDF format for at least 10 years), at the request of the customer, may be the subject of a separate charge. Reports are issued in accordance with the general rules of laboratories' accreditation. The report format is predefined by TTR Institute. The issuance of reports that correspond to specific customer's format must be requested in writing, but if such customization is permitted by the general rules on accreditation of laboratories and it is technically possible, is ancillary service, whose payment may be agreed in advance with the customer. Reports are normally issued on forms "TTR Institute". Unless otherwise agreed, the reports are delivered to the customer by e-mail (PDF file). At the express request of the customer, which must be prior to acceptance of the sample by the laboratory, reports can be in paper copy; this may be the subject a separate charge.

The indication of the value of uncertainty Extended (if applicable) and compliance with specific reference (if applicable) in the test report must be requested by the customer and formalized in the contract, against any other type of request the laboratory may decide whether to make explicit the values in the test report.

Customer requests regarding evaluation for special requirements of uncertainty of measurement will be included in calculation in the event of special requirements after evaluation of the technical and economic feasibility.

The laboratory, if the client requests it, use as standard criterion for the declaration of conformity, the criteria shared risk in accordance with ILAC-G8:09.

In certain critical cases, reported in advance by the customer, the laboratory may alternatively apply policy decision on compliance in accordance with ISO14253-1. This approach implies, if results are doubtful, a new test run using special devices and in this case the agreement must be documented in the contract or equivalent documents.

TTR Institute assumes no liability for the loss, alteration or unintentional dissemination of data and / or dependent information system to malfunction or electronic transmission by events beyond its direct control.

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Any partial duplication of test reports is forbidden, without the prior written permission of TTR Institute. TTR Institute provides electronic storage of test reports for at least 10 years in according current legislation.

According to principle of transparency and ACCREDIA RG-09, when TTR issues a test report for the conformity assessment activities covered by its accreditation, it must do so under accreditation (using the mark / reference), to unless it has been explicitly agreed in a legal or documented agreement with the customer in the contractual phase. In these cases, the customer will receive test reports that are not accredited and consequently not covered by EA MLA.

10 Test methods.

At the request of the customer, the Laboratory provides clarification on the methods or procedures that were used. Any other request is considered ancillary service in the Service Documentation Institute and TTR is the subject of a separate charge. Specific requests in relation to the test methods must be agreed in writing prior to acceptance of the sample. The quality system provides a timely update TTR Institute of methods used to optimize the services.

11. Other performance-related to test reports.

Any other request of the customer, in any way related to the issue of test report (such as, for example, opinions, interpretations, reports, commentaries, comparisons with legal limits and / or specifications), constitutes a separate provision and may be subject to a separate charge. All information contained in the test report refer only to the material under test and the parameters analyzed, and does not constitute inspection and / or product certification. Ancillary services related to the test reports shall be construed as provided by Mr. Roberto Tosi, or under his direct supervision and control or other professional who is duly authorized. Any other special requirements of the customer will be formalized, in accordance with the procedures of the Laboratory. Changes and additions: and for any change resulting from integration not required and / or in written agreements are authentic recordings from TTR Institute.

12. Statement of Compliance with the accident prevention.

TTR Institute, in its business and services, apply and comply with all requirements and obligations relating to health and safety of workers at work by D. Decree No 81 of 9 April 2008 and later. modification, limited to the risks associated with the use of equipment, facilities, security arrangements and whatever is in any way in the legal availability - property, loan, lease, etc.. – of TTR Institute staff.

13. Personal data Protection.

TTR Institute S.r.l. complies with the provisions on the protection of personal data set out in the EU Regulation no. 2016/679 and in the national reference legislation, including the Legislative Decree n. 196/2003 and fulfills the obligations arising, adopting the appropriate technical and organizational measures to guarantee an adequate level of security to the risk.

14. Duty of confidentiality and other information.

The parties undertake not to divulge the documentation relating to this agreement and any other information that were acquired in the course of such contract, and this even after the termination thereof for any reason. The parties undertake to maintain strict confidentiality to third parties and the confidentiality of corporate organizational structure with regard to the other party. Each party, in particular, will take every necessary precaution to safeguard the secrecy and impose this obligation to its employees, including those of other companies, banning them from any misuse of the information received.

15. Claims. The Laboratory, according its own quality management system, considers only complaints and objections that the client should send within 8 days from the date of receipt of the document related to the provision in dispute. Different timing must be agreed in a written.

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16. Payments. When not otherwise agreed with the appropriate separate document, the performance of the laboratory must be paid with bank receipt 30 days end of the month. In the event of late payment, unless otherwise agreed in writing and separate, are charged interest on arrears under art. 4 and 5 of Decree No 231, 9 October 2002. Payment must be executed on TTR Institute bank account. Where agreed that payment is by bank receipt, the non-receipt of the notice of expiration by the customer does not constitute justification for delay in payment

17. Jurisdiction The parties expressly agreed that for any dispute arising from the interpretation, execution and termination of this contract, will be recognized, without exception, the exclusive competence of the Court of Busto Arsizio, with the exclusion of every other and different court provided by law as an alternative and / or competitor, regardless of the domicile of the buyer, the place of contracting and the place of payment of the service, even if made by bank receipt.

18. Responsibility. In relation to what is already applicable by law the responsibility for incorrect testing and results, or for damages caused by external tests or external non complying activities will be accepted by TTR Institute only in the case of willful misconduct or gross negligence. In case of violation of an essential contractual obligation for negligence, TTR Institute liability to pay damages to persons or property is limited to the value of our liability insurance coverage.

CLIENT
(job_____)

Under Articles. 1341 1 1342 cc, the parties declare that they have read, read and understood and approved specifically the following clauses: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14,15,16,17 ,18.

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