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GENERAL SUPPLY CONDITIONS

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albarubens

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DOCUMENT REVISION HISTORY

	DATE	REASON	EDIT	APPR
CURRENT:	02 May 2023	General updates regarding certification activity	bolis	bolis
PREVIOUS:	04 Mar 2021	Translation conformed to the text of document ALL. 7.1.3, rev. 17 Nov 2020, Condizioni generali di Fornitura, ID 236	carta	terzaghi
PREVIOUS:	20 Feb 2019	Clarifications about the decision rule for pass/fail	deluca	terzaghi
PREVIOUS:	19 Sep 2018	Responsibility, compliants, GDPR	terzaghi	terzaghi
PREVIOUS:	29 Aug 2017	Better clarification of confidentiality criteria for information	terzaghi	terzaghi
PREVIOUS:	11 May 2017	Clarifications about documents and uncertainties	terzaghi	terzaghi
PREVIOUS:	10 Apr 2017	Modification from Accredia VI 14-15/03/2017	deluca	terzaghi
PREVIOUS:	30 Mar 2017	Content and use of report/certificates	terzaghi	deluca
PREVIOUS:	23 Feb 2017	Limitation of responsibility for additional tests and for samples disposal	terzaghi	deluca
PREVIOUS:	11 Feb 2017	Explanation of 'drafts' use and meaning	terzaghi	deluca
PREVIOUS:	29 Jan 2017	Update of failed test and complaint management sections	terzaghi	deluca
PREVIOUS:	26 Jan 2017	Joint liability between Payer and Applicant	terzaghi	deluca
PREVIOUS:	21 Jan 2017	Additional explanation of payment terms	terzaghi	deluca
PREVIOUS:	19 Jan 2017	New details on delivery time	terzaghi	deluca
PREVIOUS:	20 Dec 2016	Harmonization with the provisions already present in the commercial offers	terzaghi	deluca
PREVIOUS:	11 Dec 2015	add paragraph "DISCLOSURE RELATING TO CURRENT SAFETY STANDARDS"	deluca	terzaghi
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DOCUMENT DISTRIBUTION LIST

Distribution list itself is a restricted information

0 - ABSTRACT

Albarubens srl is a private and independent company which performs laboratory tests, standard or oriented to research and development.

Albarubens works for clients located in any country in the world, through a scientific methodology that knows no national limits. In general, considering the nature of the business, the relationship between Albarubens and its customers will be of a fiduciary type, i.e. one based on transparency, honesty and fairness. This document summarizes how to manage customer relations, specifying how the most common problems are managed, as highlighted by many years of experience. It is integrated with the definition of our "mission" and with our "ethical declaration", while for the rental of equipment, please refer to the appropriate regulation; everything is published on our site. The following chapters are essential clauses, without which we cannot carry out our business correctly; the customer, by signing the commercial order, declares to have understood and approved them in full, except for any explicit negotiation of anything not applicable to his specific case. The 'site', where mentioned, is the one accessible at the link <https://www.albarubens.it>, which includes a public section with general information and one reserved for each customer, accessible through the credentials indicated in each commercial document. Hereinafter, the "Albarubens laboratory" is abbreviated with the initials AR.

1 - COMMERCIAL ORDERS

Requests for any activities take place as a rule through the website, but also via e-mail or verbally; they are not binding for the customer. AR always outputs formal written offers for all the required activities, complete with executive and details about the core terms, with an indication of the times, the expected costs, the samples and any other necessary materials. If a "Memorandum of understanding", it is an integral part of the offer. The customer is invited to check that what is offered corresponds to its needs, asking for an offer revision if needed; information exchanged on an informal, verbal or via e-mail but not reported in the offering, may be ignored in the successive activity.

The customer may accept the offer through written notice, signed and stamped also in digital, by following the procedures provided in the offer, together with accounting of the bank where it is required a deposit. Under Italian law, two signatures are required: one to accept the offer, the other to accept the vexatious clauses set out therein. Beyond the terms of validity stated in the offer, the order may be not accepted. The letter of confirmation of the accepted orders is available on the website. Verbal orders can be accepted in exceptional circumstances and never for certification activities; in any case they are valid only after the issue of the relevant AR written confirmation. Any subsequent changes to the order are to be subject to a new offer by AR.



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AR accepts orders made by a customer (the so-called 'Payer') to carry out activities in favor of a third party (the 'Applicant'). This means, for example, that AR may issue a test report addressed to an Applicant, while the invoice and the payment will be charged to the Payer, acting in the name and on behalf of the Applicant. In these cases the order will be accepted only if signed by both, in the spaces provided on page 3 of the offer. Note that the clauses, even unfair, are shared between the parties; in case of missing down-payment (if required) or final balance, AR invokes the joint liability of both parties. This means, for example, that AR may revoke a certificate addressed to the Applicant if the Payer refuse to pay the balance invoice, regardless of the status of relations between the Applicant and Payer. In these cases it is possible for the Applicant to succeed the Payer, by signing a new trade order which cancels and replaces the previous one. Our offers include only the explicitly listed activities, as we have understood that the client is asking, without warranty about the actual utility to the customer; if in doubt, it is recommended to ask for a preliminary clarification. In most cases, the total compliance with all applicable legislation requires additional tests ~~and/or certifications~~ to what we can offer; if in doubt, we recommend to ask for clarifications and very often we can redirect to our partners capable to offer the necessary additional services, but in any case these obligations are under the sole responsibility of the customer.

2 - PRICE

The price includes: - test sequences/~~certification/~~inspection, as listed inside the commercial offer and executed in compliance with the technical standards. - test report/~~certificate/~~inspection report.

The price does not include:

- any corrective actions and repetition of failure tests/calibrations that will be quantified separately
- any local taxes
- any costs for packaging and transport
- any travel cost.

~~The offers for certification include the tests assumed as necessary in the preliminary investigation stage. The analysis phase of the product to be certified may show other necessary tests, as required by the technical standards or evaluation of the product documentation; in the same way, some tests may result not necessary. In these cases, AR has power to amend the offer, explaining the reasons. The payment is requested in any case for execution of verifications and tests, not for their result; it's due even if the result of the tests were negative and the certificate was not issued because of major not conformity.~~

3 - PAYMENT TERMS

After a commercial order is issued, the customer receives from AR high scientific and legal valuable services, which charge AR of responsibility that would require expensive insurance policies. In exchange for this, the customer is required to pay only modest amounts, far below the value of what has been achieved. Please consider that the containment of financial risk is the fundamental condition for our very low price policy.

Then the payment is to be guaranteed, justifying the conditions rather rigid set forth herein; the customer who does not agree is free to give up our services. Where the budget commitment for an activity is particularly high, it may be required sharing of the customer through the payment of a deposit. Where the down payment is requested in the commercial offer, it is strictly required: before receiving it, AR will not accept neither the order nor any commercial samples to be tested, rejecting both. Upon receipt of the requested amount, AR will issue the invoice and start the activities. Testing ~~and/or certification~~ shall be deemed concluded with the issuance of the draft, respectively, of the test report ~~and/or certificate~~. Billing begins peremptorily on the date of that draft, which is submitted to the customer only as a courtesy, to allow any typographical and formal review. After 15 days without comments, AR issues the definitive versions, without any modification. In case of non-payment of the balances on time, test reports ~~and/or certificates~~ are removed from the authentication system; they are consequently withdrawn and therefore unusable at the judicial level. For special activities, such as participation in courses or hire equipment at the laboratory, the payment must be fully in advance. Payments are due to AR in the terms and in the manner specified in the offer, which contains the proforma invoice with all the information. In case of delayed payment, AR reserves the following rights:

1. not accept the trade order until the receipt of the deposit, where required;
2. suspend the running operations and any further activities related to other contracts between the parties;
3. claim payment of default interest in the amount indicated by Italian Legislative Decree no. 9 October 2002 n. 231; 4. request the payment due for already performed activities and compensation for any damage suffered.

4 - ACCREDITATION OF ALBARUBENS



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Albarubens is accredited by A2LA. For further information, see our website.

5 - ACCREDITATION OF AR AND TEST REPORT/CERTIFICATE ISSUED

Test reports contain all and only the results of the performed tests and concern all and only the samples that have been tested. They are confidential documents: only the customer is entitled to disclose them. ~~The certificates consist of a comprehensive assessment of compliance with technical standards/specifications and/or law to which they relate, based on technical documents and an evaluation report of a confidential nature. The certificate itself does not imply any confidentiality and can be inserted into public records.~~ At the end of the tests and evaluations, AR sends the customer a draft of the report or certificate, having already revised content and therefore considering it as definitive. Billing and the subsequent payment period start from the date of this event, which certifies the end of our activities. The sending of this draft is a courtesy only, to allow the customer to ask for any editorial changes or the inclusion of better explanations. However, if after 15 days the customer has not commented in any way this draft, it is deemed accepted and the document is issued in final form.

The reports/certificates are written with format and content consistent with international standards and contain all and only the necessary information. ~~The certificates are bilingual English/Italian,~~ the test reports in English only; the issue in other languages is not generally possible. All documents are issued in digital PDF format only and are digitally signed; they can be authenticated in Albarubens website, following the instructions present in the cover. Being technological documents, the customer can not request changes nor merit nor pagination, or file format. The reports/certificates issued by AR, after the payment, become property of the customers, which are free to duplicate and distribute them only in their entirety. The partial reproduction, with additions or omissions, in general is not allowed; customer is entitled to paste parts of the reports, mentioning the source, but only within their documents, without the Albarubens logo. The customer may request that the positive or negative outcomes are separated into two reports; in any case they will be both included in our general register. AR keep records of the results for a period of 10 years.

6 - TOLERANCE

All measurements of physical quantities are affected by measurement uncertainty, the presence of which is a mere physical fact and it is intended to be a priori accepted. Test reports show, for each measurement, the value of such uncertainty, as calculated and validated by appropriate procedures in accordance with the standards and good practices. Unless explicitly specified by the reference standard, the uncertainty does not contribute to the determination of the pass/fail result, but it is still verified in order to guarantee the reliability of the measurement. On the contrary, when indicated in the standard, the decision rule applicable is expressed in the acceptance criteria of each test, already expressed in the offer. The customer may request information about the measurement uncertainties already in the pre-contractual phase, specifying in advance the eventual need for particularly high precision.

7 - OBJECTS UNDER TESTING

Samples are delivered to the laboratory in subcontracting, but remained property of the client. AR ensures the accurate preservation, protected both by thefts and from prying eyes, as far as possible. The commercial offers contain a paragraph with information on test samples, based on information provided by the customer; by signing the trade order, the customer declares the complete correctness. Please refer to the website www.albarubens.it (Price list) in order to check physical limits of the objects handled by AR. Remember that the tests to which the objects are submitted have generally destructive nature. The customer is required to notify in advance any special disposal requirements, both for samples and packaging, due to ecological reasons (for example: presence of hazardous materials) or confidentiality (assurance of final destruction). The presence of prohibited substances inside the samples may produce the contract termination, with compensation reserve for the added costs to be incurred for proper disposal according to law. Albarubens can offer, with separate item in the budget, a certified shredding service for samples and packaging, but this must be requested at time of order; otherwise, samples and packaging will be disposed without any guarantee of confidentiality, even exposing them to the risk of malicious reverse-engineering.

8 - OBJECTS IN INSPECTION/CERTIFICATION

~~The Body usually defers sampling to customers that subscribing this offer states that the objects examined have been sampled in accordance with the IEC 60410:1973. Where this is not possible Body follows the reference standards (IEC 60410:1973 and UNI-EN ISO 19011:2012) for that activity also applying their internal document ISTR 7.1.2.~~



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9 - DELIVERY OF MATERIAL

In a single lot, ex our workshop at the address indicated on offer. Delivery at least 1 week before the fixed date for the beginning of the activities, after telephone arrangement. In case of delayed delivery or damage of materials at reception, the activities will be queued to the waiting list. In default of order and advanced payment (if requested), the material delivery will not be accepted. Objects in testing/calibration/inspection/certification always travel at full risk of the customer. Therefore, the laboratory declines any responsibility regarding transport, vehicle, route chosen and any additional cost that may be charged by the carrier. AR is not required to pay compensation of any kind for damage to objects to be submitted or subjected to proof of certification caused by transport.

When samples come from non-EU countries, the carrier is obliged to follow the customs instructions attached to the commercial offer; in case of wrong clearance, samples will be rejected.

10 - RETURN OF MATERIAL

The final destiny of the samples subjected to testing is regulated in the specific section contained in the commercial offer.

11- COMMUNICATION OF RESULTS AND CONFIDENTIALITY

AR guarantees the full confidentiality of all the information it possesses as a result of its activity, indefinitely and subject to the exceptions listed below. All the collaborators, both internal and external, have signed a special statement and are aware of both civil and criminal consequences in the event of unauthorized disclosure of customer information. If the customer so wishes, he may request the signing of an additional non-disclosure agreement, which does not add anything to our already strict protocols. AR will disclose all information (in particular test reports, certificates and invoices) only to the recipients of the initial commercial offer, with the name, telephone and e-mails indicated therein. They may include, in addition to the owner of the final document, any commercial intermediary as well as an authorized third party (ie consultant), in any case listed on the second page of the offer. The subscription of the offer implies that the client recognizes the persons indicated as authorized to receive any kind of information deriving from our business, including those sensitive as the outcome of the evaluations and the related costs. The only third parties to whom the information may be transmitted, even in the absence of a specific authorization, are our accrediting authorities and possibly the Magistrate. The confidentiality constraint has the following exceptions:

1. the existence of the business relationship: AR does not disclose either the content or the outcomes, but AR may publicize to have an ongoing business with a particular customer; AR never accepts requests for secrecy about the existence of a commercial relationship;
2. the lack of confidentiality on the names of customers (ie the use by AR of the so-called 'references') normally also extends to customers of clients, to customers of the commercial provider and to the holding of the client. Exceptions to this criterion must be explicitly agreed upon at the time of the offer; if not adequately motivated, induce AR to refuse activity;
3. the only ATEX certificates issued *in the past* on a permanent basis are public documents, which AR may and must distribute to anyone who requests it; note that they do not contain technical information on the products to which they refer; its attachments, although mentioned in the certificate, are confidential documents that are not distributed;
4. AR publishes aggregate and anonymous statistics, like number, type and geographical destination of documents issued, whether they are certificates or test reports.

12 - DELIVERY

The delivery dates shown in the offer and in the order confirmation are indicative, so not essential nor binding for AR. Both the tests and certifications, in fact, consist of scientific activities, for which it is known that the time is never predictable. It is quite normal for the laboratory tests and equipment analysis to involve studies and special investigations, which are highlighted during the activity. Any more of AR's commitment does not result in additional costs on the customer, who in turn accepts the inevitability of longer time, without invoking the impossible fulfillment of mandatory delivery terms. Tests and certifications start immediately after the receipt of the samples, the necessary technical information and the trade order. If the customer does not provide the requested information within a reasonable period, AR performs the tests applying the industry standard benchmarks, generally already mentioned in the offer. AR is not required to pay any compensation whatsoever for any direct or indirect damages due to delivery delays, or interruptions or partial or total resolution of the supply of services. Similarly, the customer can not suspend payment of the supply of services, or terminate this contract, citing delays in the works of AR.



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13 - TESTS WITH 'FAIL' RESULT

It is natural for laboratory activities to obtain from a test an outcome different from what is expected or desired by the customer. AR is responsible for the proper execution of the tests but not the outcome thereof; the outcome, although unwelcome, does not give way to impact on payments due to AR, nor produce pressures to change it. As a rule, if the customer wants the repetition of a test to confirm the result, on the same or different samples, AR will issue a new offer followed by a new trade order. Only in cases of scientific doubts, objectively documented in writing by the customer, AR can shoulder the mere repetition of the test in the presence of customer trust expert, to investigate any strange phenomena. The final test report will document all the performed tests, with their outcome. In special cases, the customer can ask to be separated into two different documents the positive results from negative; both will be officially issued and published on our authentication system. In any case, the customer can ask the concealment of negative outcomes. Where there has been requested to issue a certificate as a consequence of the tests, in case of negative test results the certificate cannot be issued.

14 - UNFORESEEABLE CIRCUMSTANCES OR FORCE MAJEURE

In the case that, after the order, AR is unable - for whatever reason - to perform activities agreed, AR may cancel the contract and it will have to return to the customer only the down payment. In the case of unforeseeable circumstances or force majeure during the perform of the test or certification, AR promptly notifies the customer any causes for temporary or partial inability. Delivery terms may be extended. In any case of unforeseeable circumstances or force majeure that prevent AR or the customer to maintain the contract, AR may suspend the contract.

15 - ORDER SUSPENSION - CONTRACT RESCISSION

When one of the conditions established for the provision of the service is not respected, even only in part, or when there is a change of any kind in the customer's company name, constitution or commercial capacity, as well as in the event of ascertained difficulty in paying of the customer also towards third parties, the Laboratory / Body has the right to suspend further supplies of services, withholding the deposit eventually received. Regardless of the aforementioned circumstances, AR will have the right to reduce the limits of its exposure to the customer, should the general market conditions or facts or circumstances of a nature such as to influence the normal conduct of the activities of the same AR occur.

16 - COMPLAINTS AND CONTROVERSIES

The customer can complain to AR if he deems the rendered service unsatisfactory for any reason. The complaint must be in writing, even by e-mail and without the formality of the appropriate form, but must be sufficiently detailed to allow us to understand and respond. Verbal only complaints are not recognized and managed, nor are those claimed by third parties: only those who have received a test report / certificate (or have sustained the cost) have the right to claim, not - for example - their final customer.

AR examines the complaint using a person other than who managed the activity that is the subject of the complaint, in order to avoid being prevented. AR can ask the customer for further clarifications, in order to better understand the request and then manage it appropriately. It undertakes to respond promptly, in writing and within a maximum time of 30 days. No cost will be charged, whether we believe the complaint is founded or that it is rejected; in the same way, any corrective actions (such as the revision of a certificate) will take place free of charge, if due to our manifest error. If the complaint originates from objective necessities, which however were not included in the original contract, AR will issue an estimate for the further actions requested.

Note: AR asks its customers to maintain a record of all complaints made and make these records available to the certification, undertaking appropriate action with respect to any defect in the products and the actions taken. No claim can be relied on in court, even as an exception, if:

1. the customer has not previously submitted the complaint friendly, explaining in writing the nature of the problem and then giving us a chance to solve it;
2. the customer has failed to payments owed to us;
3. the claimant is a third party, unknown to us, we knew not involved in activities.

17 - PRIVACY



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We inform you that, in compliance with the obligations set out in the GDPR regulation (General Data Protection Regulation, 2016/679) regarding the processing of personal data, AR submits to manual and electronic processing the personal data concerning you and that have been there or that will come from Voio from other communications for the obligations related to this contract. The provision of personal data is necessary to follow up on these obligations and failure to provide them could make it impossible to execute the data. The data controller is Albarubens srl in the person of the legal representative ing. Giuseppe Terzaghi, responsible to whom any written requests should be addressed to assert the relative rights. More details in the document "Privacy Policy", available on the AR website.

18 - JURISDICTION

All activities and certification will be provided in Italy, in case of disputes Italian law will prevail and we will pay attention only to the Italian Court located in Busto Arsizio (VA).

19 - DISCLOSURE RELATING TO CURRENT SAFETY STANDARDS

For the purposes of Legislative Decree 81-2008 and Legislative Decree 123-07, it is acknowledged that the environmental risks of the environment in which Albarubens is called upon to operate are those inherent to your sector, as far as our experience, waiting for any further definitions of yours. Albarubens personnel will adopt the individual protection devices suitable for the job and the consequent prevention and protection measures. In the event that, before the start of the work activity, you do not receive your communication with a different assessment of the environmental and interfering risks, the information communicated herein will be deemed adequate and congruous with your risks.

20 - FINAL CLAUSES

By accepting these general conditions, in particular the vexatious ones (points 10, 12, 14, 15 and 18 of this document) the customer renounces any of his own general conditions of purchase considered individually and as a whole. These clauses are not subject to modification, unless explicitly signed by both parties.

End of document

AutoSigned by SSL Certificate

