

## General Terms & Conditions of Sales (Italy)

### 1. Definitions

In these Terms and Conditions of sales, the following terms shall have the following meanings:

**Sample/s:** the sample and/or material delivered by the Customer to ES with the purpose of being analyzed.

**Customer:** the Party who submits an Order to ES with the purpose of concluding a service contract.

**Contract:** the service contract governed by these General Terms and Conditions of Sales concluded from time to time between ES and the Customer.

**ES:** Eurofins Food & Feed Testing Italia Holding S.r.l. and/or its subsidiaries or affiliates under art. 2359 of the Civil Code.

**Order form:** ES-approved order form.

**Order:** the request sent by the Customer to ES using the Order form or otherwise, aimed at benefit from the services offered by ES.

**Parties:** ES and the Customer.

**Sampling plan:** the plan that states which samples of which raw materials and finished products and at which frequency should be analyzed by ES.

**Price:** the amount due for the services rendered by ES to the Customer, covered by the contract.

**Analytical Report/s:** the report that includes the analytical results, as well as possible interpretations, assessments, consulting work and conclusions regarding the analysis commissioned by the Customer to ES.

**Terms and conditions:** these General Terms and Conditions of Sales.

### 2. General statements

- 2.1. Any and all contracts between ES and its Customers shall be governed by these General Terms and Conditions of Sales.
- 2.2. A Contract with these Terms and Conditions comes into being when an Order that has been placed with ES is accepted by ES. An Order placed with ES is considered as accepted by ES when (a) ES proceeds to fulfil that Order or (b) ES accepts the Order in writing.
- 2.3. Any Order is considered as irrevocable and it constitutes contractual proposal of the Customer and, therefore, is binding for ES solely when it is accepted by ES pursuant to Section 2.2). Every Order accepted by ES shall be treated as a separate and autonomous Contract.
- 2.4. These Terms and Conditions may be modified in writing from time to time by ES and Orders will be governed by the Terms and Conditions that will be in force at the time the Order is placed.
- 2.5. These Terms and Conditions supersede and replace all prior verbal or written agreement between the Parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the Parties. In all cases, no modification, alteration, or waiver of these Terms and Conditions shall be binding upon ES, unless accepted in writing by ES. Any Customer's general terms

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and conditions of purchase will not be accepted, and these General Terms and Conditions shall always take precedence over them.

### **3. Placement of Order**

- 3.1. The Order shall be sent to ES by mail or fax or email on letterhead of the Customer or by using ES-approved sample dispatch sheets or electronic order forms. Any and all orders placed by telephone will be valid only when confirmed by the Customer through the ES approved sample dispatch sheets or electronic order form or otherwise in writing by mail, fax, or email on letterhead of the Customer.
- 3.2. Any Term or Condition that are not specifically set out in these Terms and Conditions (for instance, the price) shall be agreed between the Parties from time to time, and they shall be specifically set out in the Order. In all cases, they shall be valid and binding for ES solely when ES accepts them pursuant to Section 2.2) here above. Furthermore, special terms or conditions of prior Orders, including special pricing, will not automatically apply to subsequent Orders.
- 3.3. Unless specifically accepted in writing by ES, any special term or condition provided by the Customer will not be valid and effective in the event such instructions are sent separately from the Order.
- 3.4. Unless specifically accepted in writing by ES, any clause or condition inappropriate and incompatible with these Terms and Conditions eventually introduced by the Customer in the Order will not be valid and effective.

### **4. Price and Terms of Payment**

- 4.1. Prices are exclusive of VAT and of all other applicable taxes (including customs duties, levies or fees, which may apply).
- 4.2. Unless otherwise agreed in writing between the Parties, payment of all invoices is due strictly within thirty (30) days of the invoice date. Any dispute about invoices must be raised to ES within 30 days of the invoice date.
- 4.3. Should any sum due to ES remain unpaid after the expiry of the thirty (30) day period specified in this clause, ES shall be entitled to charge the Customer an administrative penalty of fifty Euros (€50,00), except in the event of compensation for further damages or in the event of the application of default interest pursuant to ex D. lgs. n. 231/2002 and following modifications.
- 4.4. In the event that the Customer is longer than 15 (fifteen) days late with a payment owed to ES, at all times ES shall be entitled to interrupt the execution of the Order and/or the activities carried out for the Customer, regardless of whether such payment relates to that Order.

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- 4.5. Invoices are subject to a minimum invoice charge of fifty Euros (€50,00). ES has the right to charge an administrative fee of twenty Euros (€20,00) to re-issue an invoice.
- 4.6. The invoice settlement method is cashier's check or bank transfer. Any other method of payment must receive prior agreement and approval from ES.
- 4.7. ES is entitled to charge management and administrative fees of up to Twenty Euros (€20,00) in connection with the request for additional services to an existing Order. A request for additional services on samples that have entered the laboratory will be treated as a new Order and may postpone estimated delivery date accordingly.

## 5. Deliver of Samples to ES

- 5.1. Unless otherwise stated in writing on the Analytical Report, the Customer shall be responsible for sampling. ES may provide, upon Customer's request, instructions and recommendations in order to properly perform the sampling.
- 5.2. Unless otherwise agreed by the Parties in writing, the Customer shall bear the packaging, and transportation costs for the Samples.
- 5.3. The Samples must be delivered to ES in a condition that makes the execution of analyses/services possible without difficulty. ES is entitled to conduct a preliminary examination of the Samples to check their conditions before processing them. The Customer shall bear the costs of this initial examination, if the Samples do not comply with the requirements described in this clause.
- 5.4. If the results of the preliminary examination are that it's impossible to perform the requested analyses or it's possible only under more difficult conditions than originally anticipated – for example, because the Samples have been contaminated or mixed with foreign materials/substances or are degraded, without prior communication from the Customer – ES shall be entitled, at its unquestionable evaluation, to terminate or interrupt the Contract with immediate effect informing the Customer in writing. In such case, ES may ask the Customer to pay back all the costs incurred for this activity.
- 5.5. The Customer guarantees that no Sample poses any danger to ES. It is Customer's responsibility to ensure compliance of the Samples with hazardous waste regulations in Italy and to inform ES about possible health and safety risks that may be present in the Samples. The customer shall be responsible for, and indemnifies ES against, all possible damages, liabilities and injuries in which may incur ES or its personnel because of the Samples. The Customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the Sample.
- 5.6. Unless otherwise agreed in writing between the Parties, the Customer is responsible for the proper delivery of the Samples to ES, including temperature-controlled deliveries if necessary. In all cases, ES shall not assume any responsibility for any loss or damage that may incur to Samples during their transportation. The Customer shall be always responsible

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for safety, packaging, and appropriate insurance cover of the Sample during its transportation.

5.7. ES shall require the Customer to provide the exact chemical composition of the Samples. The Customer must always inform ES in writing prior to shipment and label appropriately the packaging, Samples and/ or containers, in case the Samples are dangerous and/or toxic.

## **6. Sample Storage and Disposal**

6.1. Unless otherwise agreed in writing between the Parties, ES can dispose of or destroy the Samples immediately after the analysis has been performed, or after the agreed retention period, without prior notification.

6.2. Eurofins Pivetti store the Samples for a period of no more than 30 (thirty) days after the Analytical Report is issued, unless otherwise requested in writing by the customer (in any case, for a maximum of 3 months). Exceptions to this are Samples destined to microbiological testing, that are not stored after the analysis due to instability of the involved parameters.

## **7. Due Dates, Turnaround Time (TAT), Storage of tests registrations**

7.1. Due dates and turnaround times of Analytical Reports and other services are estimated and do not constitute a commitment by ES.

7.2. Analytical reports, signed electronically with scanned signature, are sent to the Customer in electronic format and, if specifically requested, they can be sent either with digital signature or in paper form, manually signed, while a signed pdf copy remains in the electronic archive of ES. Analytical reports are sent to the attention of the persons indicated by the Customer in the Order.

7.3. The raw data related with the analyses and the Analytical Reports are stored and archived for 4 years.

## **8. Decision rules for Declaration of Compliance on the Analytical Reports**

8.1 ES defines and agrees with the Customer the decision rule that describes how any uncertainty measurement is taken into account when declaring compliance with a specific requirement.

8.2 In case the above decision-making rules are defined (present in specific legislation or otherwise agreed with the customer), these will be used for conformity or non-conformity assessment of the result, and the associated risk-level is in accord with table 1 of ILAC G8:09/2019.

8.3 In case of not defined decision-making rules, the following are considered:

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- Guard band  $w = 0$  – simple acceptance approach, without considering measurement uncertainty. This applies to microbiological and physicochemical measurements. The risk level is <50% (table 1 of ILAC G8:09/2019)
- Guard band  $w = 1U$  – ILAC G8:2009 rule, considering measurement uncertainty. This applies to chemical measurements. The risk level is <2.5% (table 1 of ILAC G8:09/2019)

8.4 For chemical analysis without defined decision-making rules, if the result of a test is somewhere near the specification, three different situations may arise:

- the test result, increased by the measurement uncertainty, is still within the specification area: conformity can be claimed because it is within the compliance zone;
- the result, reduced by the measurement uncertainty, does not fall within the specification area: the figure belongs to the non-compliance zone,
- the increased result of the uncertainty measurement no longer falls within the specification area, while the result less the measurement uncertainty falls within the specification area: it is not possible to prove conformity or non-conformity because it falls within the range of ambiguity. In this case the result is evaluated as critical, therefore a report is sent in advance to the customer citing the applicable limit.

## 9. Rights on Analytical Reports

Unless otherwise agreed by and between the Parties in writing, ES shall retain the right to store, use and publish all analytical results in an anonymous form which does not identify the Customer.

## 10. Subcontracting

When subcontracting tests to other laboratories, Eurofins Pivetti clearly indicate on the analytical report that the test has been subcontracted with the indication of the name of the laboratory, its accreditation number and accreditation body. Eurofins Pivetti is responsible for subcontracted tests as well.

## 11. Use of ACCREDIA logo and meaning of accreditation

11.1. Accredia logo is placed only on Analytical Reports only if they contain at least one accredited test; non-accredited tests are indicated with an asterisk.

11.2. Accreditation attests the competence, independence and impartiality of testing laboratories and it ensures their suitability to determine the characteristics of a product and/or material referring to specific procedures.

Accredia is a recognized association operating on a non-profit basis and it's the national competent body that can grant or revoke the accreditation of testing laboratories at national level; its activity expresses in a constant and rigorous monitoring of the performances of accredited laboratories. Accredia grants the accreditation to a testing laboratory only when it first checks the laboratory technical and managerial competence in compliance with UNI CEI EN ISO/IEC 17025 standard and other Accredia prescriptive documents, guaranteeing moreover the use of qualified and competent personnel, efficient and calibrated equipment,

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the maintenance of environment conditions that do not affect testing results, the execution of a preliminary investigation of method performances during its application within the laboratory, by means of validation and measurement uncertainty estimation.

Therefore, the accreditation certificate attests that, with reference to the accredited tests, the laboratory works in compliance with UNI CEI EN ISO/IEC 17025 standard and other Accredia prescriptive documents, without resulting in a reduction of it's the responsibilities of the laboratory itself towards its Customers regarding the provided results. In fact, although the accreditation is an index of technical and operating competence of the laboratory, it does not constitute a guarantee issued by Accredia about the individual performances carried out by the laboratory.

## 12. Limited Warranty and Responsibility

- 12.1. Orders are handled with the current state of technology and methods available and generally applied by ES. Analytical Reports are elaborated and issued with a level of accuracy which is reasonable and common in this sector; nevertheless, ES can't guarantee the absolute certainty that Analytical Reports are exact. Therefore, the Customer must carefully verify data of the Analytical Reports in order to rely on them (in any case at its own risk). Unless otherwise agreed in writing between the Parties, this limited warranty expires six months after the Analytical Report has been delivered.
- 12.2. Each Analytical Report refers exclusively to the Sample analyzed by ES. If ES has not expressly been mandated and paid for the definition of the Sampling Plan and the definition of the precise range of analyses to be performed or if the customer has not followed ES recommendations, ES shall not bear any responsibility if the Sampling Plan and/or the range of analyses to be performed prove to be insufficient or inappropriate.
- 12.3. Any warranty related to the Analytical Reports and/or other services performed by ES, that is not expressly requested by the law applicable for these Terms and Conditions, is expressly excluded.

## 13. Limitation of Liability

- 13.1. ES shall be liable to the Customer only for possible direct and immediate damages caused by willful misconduct or gross negligence.
- 13.2. In no event ES will be liable to Customer, whether under contract or not, for any damage caused by slight negligence and/or for indirect damages, damages deriving from loss of use or downtime; loss of profits; damage of images; loss of opportunity; etc.
- 13.3. In all cases, ES liability shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by ES in connection with the performance of the Order, and (ii) ten (10) times the value of the Order, VAT and other taxes excluded.

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#### **14. Repeated Analysis (Retest)**

Objections to test results can be made in writing to ES within thirty (30) days after the Customer has received the Analytical Reports. However, unless it would appear that the results of the repeated analysis do not match significantly those of the first one, the Customer shall bear the costs of the retest or review work done. Furthermore, a repeated analysis will be possible only if ES has a sufficient amount of the original sample on hand when it receives the Customer's claim. Otherwise, the Customer will be required to pay all additional costs, including sampling, transportation, analytical and disposal costs for the repeated analysis.

#### **15. Force majeure**

ES cannot be held liable for delays, errors, damages or other issues caused by events or circumstances which are unforeseen or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations.

#### **16. Confidentiality & Processing of Customer Data**

- 16.1. ES undertakes to use every commercially reasonable effort to protect the confidentiality of the Analytical Reports and the information contained therein.
- 16.2. The Analytical Reports are prepared and delivered for the exclusive use of the Client and may not be distributed or reproduced except in their entirety. The Client is therefore not authorized to present the Analytical Reports in an altered form. In any case of authorized disclosure pursuant to Section 16.2, the Client:
  - a) Remains solely responsible for the manner, context, and consequences of such disclosure, ensuring that it is made in a complete, non partial, and unaltered form.
  - b) Assumes full responsibility for any reliance that third parties (including authorities and the Client's customers) may place on the disclosed Analytical Reports.
  - c) Undertakes to indemnify and hold ES fully harmless from any claim, request for compensation, damage, cost, or expense (including legal fees) that may arise for ES, directly or indirectly, as a consequence of the Client's disclosure of the Analytical Reports or of any reliance placed on them by third parties.
- 16.3. ES undertakes not to disclose or make public the Client's confidential information, unless required to do so by law or by an order of a competent authority. In such case, and unless prohibited by law, ES shall promptly inform the Client of the request received and of the information it is required to provide.

#### **17. Information concerning processing of personal data**

- 17.1. The Parties undertake to process the personal data necessary for the conclusion and performance of this Agreement in compliance with the applicable legislation on the protection of personal data, in particular Legislative Decree No. 196/2003 (hereinafter, the "Privacy Code") and Regulation (EU) 2016/679 (hereinafter, the "GDPR"). The Parties hereby mutually authorize each other to disclose the personal data provided to third parties where

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such disclosure is necessary for the conclusion and performance of this Agreement, for the fulfilment of the contractual obligations undertaken, as well as for compliance with legal obligations to which the Parties are subject.

17.2. The Client hereby declares that it has reviewed the Privacy Notice made available by ES at the following link: <https://www.eurofins.it/food-and-feed/eurofins-pivetti/>.

## 18. Governing law and jurisdiction

18.1. The law applicable to this Contract is the Italian law.

18.2. Any and all disputes relating to the application, execution, interpretation and violation of this Contract will be subject to Italian jurisdiction and will be the exclusive competence of the Court of Cuneo.

Castelnovo di Sotto, 03.03.2026

Per Eurofins Food & Feed Testing Italia Holding  
S.r.l.

Paolo Dutto



For the Client

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*Pursuant to and owing to art. 1341, paragraph 2, and 1342 c.c. ES and the Customer declare to have read and fully accepted the following clauses and articles:*

- 4 (Price and Terms of Payment)
- 5 (Deliver of Samples to ES)
- 7 (Due Dates, Turnaround Time (TAT), Storage of tests registrations)
- 12 (Limited Warranty and Responsibility)
- 13 (Limitation of Liability)
- 15 (Force majeure)
- 16 (Confidentiality & Processing of Customer Data)
- 18 (Governing law and jurisdiction)

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For the Client

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