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GENERAL CONTRACT CONDITIONS FOR THE AWARDING OF SERVICES / SUPPLIES UP TO € 40.000,00

1. GENERAL SUPPLIER REQUIREMENTS

The Supplier shall abide by the general requirements that need to be satisfied to sign a public contract. Such requirements shall be certified, prior to contract signing, through the submission of an appropriate self-statement, preferably using the relevant form (DIC1).

2. GENERAL SUPPLIER DUTIES

The Supplier shall be responsible vis-à-vis the Special Company for the accurate fulfilment of the duties constituting the object of the contract. The Supplier shall further be responsible vis-à-vis the Special Company and third parties for damage of any nature, including material or immaterial, direct or indirect, caused to persons or objects in connection with the execution of the contract, also if due to actions of the Supplier's employees or consultants, as well as to actions of any subcontractors. The Customer shall therefore be deemed released and held harmless of any claims for damage refund or any legal actions filed for by third parties.

The Supplier shall act independently, and shall take all decisions on work organization, technical execution modes, and anything required to provide the service/supply, in compliance with the pre-established timeframe and mode.

The Supplier shall further comply with all the legal provisions and rules on social insurance, as well as with the collective labour contract in force, both at national and local level, and more generally with the rules governing service provision.

Any Supplier wishing to subcontract some of the services to third parties shall specify such intention in the cost estimate. Subcontracting shall, in fact, be authorized by the Customer.

The Supplier shall be anyway responsible vis-à-vis the Customer for the provision of the services and for compliance of any subcontractors with the contract conditions.

3. SUPPLIER TAX COMPLIANCE

The Supplier shall not have performed any severe breaches, finally ascertained, of rules on social security contributions. If the Supplier employs any persons or is personally subject to the payment of contributions (INPS, INAIL, Building Fund), such breaches shall not be such as to prevent from issuing the general tax compliance certificate upon signing the contract, as well as throughout the term thereof.

Based on the provisions of art. 6 subs. 3, last paragraph, of the Rules on the implementation and execution of the Code of Public Contracts, the Special Company shall obtain a valid tax compliance certificate (Documento Unico di Regolarità Contributiva, DURC) from the Supplier (within three months of issuing). However, in view of streamlining operations, a self-statement by the Supplier shall suffice for awards having an amount of 20,000 EUR or less, according to the provisions of art. 4, subs. 14bis of Law No. 106/2011. The attached form was created for this purpose (DICUnica).



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4. SELF-CERTIFICATE CHECK

In accordance with the rules in force, any self-certificates submitted by the Supplier can be sample checked by the Special Company, conventionally supported by the Milan Chamber of Commerce.

5. RISK OF INTERFERENCE

In accordance with the provisions of art. 26, subs. 3 of Legislative Decree No. 81/2008, if any interferences are observed, the contract signed with the Supplier shall be integrated with the General Interference Risk Evaluation Document (DUVRI) specifying the necessary measures to eliminate the interferences.

6. GUARANTEES

Any guarantees for the execution of the contract (suretyship or insurance policy) requested by the process manager within the framework of the request for cost estimates or technical and economic bids, shall be necessarily taken and submitted before signing the contract.

Any cautionary deposit requested as a guarantee for the fulfilment of all contract duties shall amount to 10% of the contract value and applicable throughout the contract term.

The cautionary deposit can be a bank suretyship, an insurance policy, or a policy issued by financial brokers or Entities/institutions authorized by the applicable rules. It can thus expressly provide for waiver of the right to enforce prior payment by the principal debtor or waiver of exceptions pursuant to art. 1957, subs. 2 of the Italian Civil Code, and shall come into force within 15 days upon simple written request of the Special Company.

The guarantee amount shall be reduced by 50% for any suppliers provided with a quality system certificate.

7. PENALTIES

If the services constituting the object of the contract are not provided in full, in a timely manner, or as agreed, the Customer shall be entitled to inflict penalties for a total value up to a maximum of 0.5% per day of delay (in case of noncompliance) calculated on 10% of the total contract amount, except for the Customer's right to take action for greater damage reimbursement and for anything otherwise stated in the letter of request for cost estimates, which shall prevail.

Penalties shall be inflicted in accordance with the provisions of art. 18, subsection 2 of the "Rules on acquisition of supplies and services on a time and material basis by Special Companies."

8. CONTRACT TERMINATION

Contract termination shall be regulated by the provisions of arts. 1453 and following of the Italian Civil Code. In case of contract termination attributable to the Supplier, the Special Company shall be entitled to withhold any final cautionary deposit by way of penalty for breach, subject however to further damage reimbursement.

- a) The Special Company reserves the right to terminate the contract, in accordance with and pursuant to art. 1456 of the Italian Civil Code in the following cases:
- b) unexpected loss, by the awarded company, of the requested requirements that were in place upon signing the contract;



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- c) negligence, fraud, and/or breach by the awarded company making it impossible to provide the service/supply;
- d) unjustified suspension/termination of the service/supply by the awarded company for reasons not attributable to force majeure;
- e) undue subcontracting or assignment, also in part, of the contract;
- f) starting of proceedings for bankruptcy or composition with creditors against the awarded company;
- g) infliction of penalties for a value above 10% of the contract value.

The contract shall also be lawfully terminated:

- if the transactions performed to execute this award are not performed with bank or post transfer or other payment instrument suited to ensure transaction traceability, in accordance with the provisions of art. 3, subsection 9-*bis* of Law No. 136 of 2010;
- similarly to the provisions of art. 6, subsection 8 of Presidential Decree No. 207 of 2010, if the Supplier tax compliance certificate is negative twice in a row.

9. PAYMENTS AND TRACEABILITY OF FINANCIAL FLOWS

Payments of invoices – corresponding to the status of service or supply provision – shall usually be performed within 30 days of the date of receipt of such invoices, provided that these are regularly drafted and approved by the process manager or by the head of contract execution or their proxies, except where the penalties provided for by these contract conditions shall be inflicted.

10. TRACEABILITY OF FINANCIAL FLOWS

In accordance with art. 3 of Law No. 136 of 2010, contract execution by the Supplier and the Customer shall comply with all the duties of traceability of financial flows pursuant to the aforementioned law.

Therefore all financial transactions relevant to this contract shall be performed in full compliance with the provisions of Law No. 136/2010.

In order to allow the Customer to abide by the ensuing duties, the Supplier shall provide the data identifying the current account (using the form contained in Annex 3) dedicated, also non exclusively, to public orders, as well as the general data and tax code of the persons in charge of operating on such account. Moreover the Supplier shall notify any and all changes to the provided data.

Full compliance with such duties shall also be ensured in case of subcontracting. To this end, any subcontracting agreement shall provide for mutual undertaking of traceability duties.

11. CONTRACT AND CREDIT ASSIGNMENT

The contract cannot be assigned, even in part.

Moreover, the Supplier shall not be entitled to assign any credits towards the Special Company originating from the order to third parties.



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12. DATA PROCESSING

In accordance with art. 11 of Legislative Decree No. 196/2003, the data provided by the Supplier shall solely be processed by the Special Company for purposes related to contract execution. The collected data can be disclosed to the employees of the Customer in charge of the management and execution of this contract.

The data subject's rights are set by art. 7 of Legislative Decree No. 196/2003. The Special Company is the data processor.

13. DISPUTES

The parties shall submit all disputes arising from this agreement or related to it - including those relating to its interpretation, validity, effectiveness, performance and resolution - to attempt mediation in accordance with the provisions of the Rules of the International Business Mediation Service – Milan Chamber of Arbitration, that the parties expressly declare to have knowledge of and accept in full. The parties agree to use mediation before starting and arbitral or judicial proceedings.

Should the mediation fail, if Parties are willing to judicially protect their rights and legally recognized interests, the Milan forum will have the exclusive competence.”

14. REFERRAL

For anything not expressly provided for by these general contract conditions, reference shall be made to the rules in force, with special focus on the provisions of the Italian Civil Code.

For acceptance

(Stamp and signature of legal representative)