

1. GENERAL PROVISIONS BOCCHI srl, with registered office at Via Palazzolo 41, 25037 Pontoglio (BS), Italy, hereinafter referred to as BOCCHI, undertakes to provide its services in accordance with these General Terms and Conditions of Sale (hereinafter referred to as the “General Conditions”), unless otherwise agreed in writing. All resulting contracts, agreements, or other arrangements shall be governed by these General Conditions. The only exception shall be where the laws in force in the place where such agreements and arrangements are concluded prevent the application of the aforementioned General Conditions. In such case, the local law shall prevail, but only to the extent and for those aspects that conflict with these General Conditions. Any modifications to the General Conditions contained in any document of the Client shall not be considered valid unless expressly accepted in writing by BOCCHI.

2. SERVICES PROVIDED BY BOCCHI These General Conditions apply to the services offered by BOCCHI related to the production and supply of measuring instruments, as well as calibration services and any related laboratory activities. The details of the services are specified by BOCCHI to the Client through the technical-commercial proposal document, hereinafter referred to as the “Offer.” In addition to the type of service, the Offer specifies execution times, payment terms, and payment methods. BOCCHI shall provide the sale of instrumentation and instrument calibration services in accordance with:

- PP.1 Main Process “Development of offers for customers”;
- PP.2-S.1 Sub-process “Order Review”;
- PP.2-S.8 Sub-process “Packaging and delivery of finished products”;
- PG.12 Laboratory Management Procedure “Contract/Order Review”;
- Applicable mandatory regulations;
- Conditions and principles established by the applicable national and international regulations, as referenced in the harmonized standard UNI CEI EN ISO/IEC 17025 “General requirements for the competence of testing and calibration laboratories”;
- The most recently updated guidelines for the relevant sector.

To better identify the service offered, in the case of mixed offers containing instruments and certificates, the following statement is included at the bottom of the form: “The activities reported in this document are not covered by Accreditation unless expressly indicated. It is your responsibility to consult our website www.bocchicontrol.it or the sales conditions attached to this document in order to evaluate: our Accreditation table, the Laboratory CMCs, the meaning of Accreditation, and our commitment to confidentiality.”

3. OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT BOCCHI acts on behalf of the persons or entities from whom it receives instructions to proceed (hereinafter referred to as the “Client”). No other party is authorized to give instructions, particularly regarding the activities to be performed, delivery times, and the recipients of the calibration service, without the prior authorization of the Client and in agreement with BOCCHI.

BOCCHI shall nevertheless be considered authorized to provide calibration results to third parties if this is required by written instructions from the Client or in accordance with specific legal provisions. The Client shall be responsible for:

- Ensuring that BOCCHI receives sufficient instructions and information in due time so that the requested services can be carried out efficiently;
- Promptly informing BOCCHI of any changes with respect to what is stated in the commercial offer;
- Providing BOCCHI with all necessary access in order for the requested services to be performed efficiently;
- Providing BOCCHI, already at the stage of requesting a quotation, with the necessary information, instructions, and specifications for the proper evaluation of the requested services.



- 4. STATEMENT OF CONFORMITY** If explicitly requested by the Client, BOCCHI may express a judgment of conformity regarding the results of the calibration activities performed. The parameters used to provide such a judgment must be specified in the documentation accompanying the service contract. For laboratory services, the criterion shall take into account the adopted decision rule. In cases where the decision rule is not specified by the Client or by the application of a technical standard or applicable regulation, the laboratory shall apply the Management Procedure PG.19 “Decision Rules and Conformity.”
- 5. REPRODUCIBILITY OF ISSUED DOCUMENTATION, USE OF TRADEMARKS AND LOGOS** The documentation issued by BOCCHI may not be modified or reproduced in part, nor may it be used by the Client for promotional purposes. The Client is prohibited from any type of use or reproduction, even partial, of the logos contained in the documentation received from BOCCHI. The Client is authorized to present and/or attach the documentation received from BOCCHI for its own internal use.
- 6. START OF THE ORDER** The order shall start only after the written approval of the commercial Offer, either through acceptance of the Offer itself or by the submission of a purchase order by the Client, and subject to a positive outcome of the contract review carried out in accordance with the procedures of the BOCCHI management system. The agreed delivery times shall start from the beginning of the order execution.
- 7. ACTIVITIES PRESENTED** BOCCHI allows the Client and/or its inspectors access to its premises to observe activities, subject to prior agreement with the facility's management and acceptance of the Regulations for external visitors. No deviations from full compliance with the aforementioned Regulations (MPG.09-b) will be permitted. These Regulations are made available by BOCCHI during the visit and are available for preview upon request, to be formalized at info@bocchicontrol.it.
- 8. SUBCONTRACTING** In the event that certain phases of the activities or entire activities cannot be performed internally, BOCCHI reserves the right to subcontract them in accordance with the Management Procedure PG.14 “Subcontracting of Calibrations”, subject to the prior authorization of the Client. Activities outsourced to external parties are clearly identified in the commercial offer and are subcontracted to qualified suppliers who are monitored in accordance with the requirements of the procedures of BOCCHI’s Quality Management System, unless otherwise requested by the Client. BOCCHI remains responsible for the results and for the services provided to the Client.
- 9. INVOICING AND PAYMENT** Invoices are issued at the end of the month in which the service has been delivered. Payments must be made within the time limits indicated in the “Payment Terms” specified in the Offer. In the event of failure to comply with the agreed payment terms, BOCCHI reserves the right to refer the matter to the competent authorities.
- 10. DOCUMENTATION STORAGE** Documentation related to the services provided, including records, inspections, personnel qualifications, etc., shall be retained in accordance with agreements with the Client and, in any case, for a period of no less than 10 years.
- 11. LIABILITY / COMPLAINTS** BOCCHI has implemented a process for handling any complaints related to the services provided. Complaints must be communicated in writing and, where possible, documented to allow for rapid and efficient processing. Instructions for submitting a complaint are available at: <https://www.bocchicontrol.it/it/content/27-aprire-un-reclamo>. The description of the process is made available to all interested parties upon request. The results reported in the calibration service refer exclusively to the samples subjected to calibration, and under no circumstances can BOCCHI extend these results to other samples. Unless otherwise agreed in the contract, delivery times for the provision of services are indicative and do not bind BOCCHI, which shall be exempt from any liability for direct or indirect damages due to delays in delivery or total or partial interruption of the service.

12. CONFIDENTIALITY CLAUSE BOCCHI and the Client undertake to maintain the strictest confidentiality regarding any information about each other that they may become aware of in connection with the execution of the concluded contract, whether of a commercial or technical nature. It is possible to review BOCCHI's confidentiality policy, as set out in document DQ.116.00, which can be downloaded from the "Services – Calibration" section of the website: www.bocchicontrol.it.

13. INTELLECTUAL PROPERTY Unless otherwise specified, all intellectual property rights are the exclusive property of BOCCHI. No license for industrial or intellectual property rights is granted to the Client when information is shared.

14. FINAL PROVISIONS AND COMPETENT COURT No alteration, modification, or waiver of any of these General Conditions shall have any effect unless made in writing. For any disputes or controversies regarding the interpretation, execution, or termination of these General Conditions, the competent court shall be that of Brescia, and the applicable law shall be Italian law.

15. DATA PROTECTION / PRIVACY BOCCHI is aware of and applies all current and forthcoming regulations regarding the processing of personal data, including EU Regulation 2016/679 of the European Parliament and Council of 27 April 2016 (GDPR). Personal data provided by the Client, concerning employees and/or collaborators of the company and/or any other natural persons connected to it, shall be processed in compliance with the above-mentioned regulations and according to the principles of lawfulness, fairness, transparency, and protection of confidentiality and individual rights.

16. ACCREDITATION BOCCHI, with regard to laboratory activities, has obtained accreditation from ACCREDIA. There is a contract, referred to as the "convention," established between BOCCHI and ACCREDIA that regulates the relationship between the parties. *Meaning of Accreditation* Accreditation is the certification, by an independent third-party body, of the competence and impartiality of certification, inspection, and validation bodies, as well as testing and calibration laboratories. ACCREDIA grants accreditation to laboratories that comply with the requirements of UNI CEI EN ISO/IEC 17025 and the prescriptions of the accrediting body. Accreditation of a test method by ACCREDIA indicates that this third-party body guarantees that the laboratory operates in accordance with the requirements of UNI CEI EN ISO/IEC 17025 and other ACCREDIA prescriptive documents. This ensures the use of qualified and competent personnel, suitable instrumentation, maintenance of environmental conditions that do not invalidate the test, and a preliminary study of the method's performance by the laboratory, including validation and estimation of measurement uncertainty associated with the result. Accreditation of a test method does not imply approval of the product by the Accreditation Body or the Laboratory. Through international mutual recognition agreements, ACCREDIA ensures that accredited test results are accepted with confidence both in Italy and abroad, without reducing the laboratory's responsibility for the results issued. Further information on the meaning of accreditation is available in the "Services – Calibration – What is Accreditation" section on the website: www.bocchicontrol.it. *Use of the ACCREDIA Mark* The ACCREDIA mark or reference to accreditation may not be used by laboratory clients in a way that could create the impression that the accreditation body assumes responsibility for the results or expresses opinions that could be misinterpreted regarding approval of a test or product. It also may not be used in product-related documentation or on the product itself. The list of accredited calibrations performed by BOCCHI is available on the ACCREDIA website under "Databases" – "Calibration Laboratories" – Lab No. 00213. A note in the Offer distinguishes accredited tests from non-accredited ones. BOCCHI manages all activities covered by accreditation as accredited unless explicitly requested otherwise by the Client.