

GENERAL CONDITIONS OF SALE

The following conditions shall apply to all that not expressly provided for in the quotation/order or contract. In any event, terms that are more favourable to the Customer must be specifically indicated in the quotation/order or contract.

1. For services not provided for by the quotation/contract that are found to be necessary during testing/calibration, where possible the Institute's current rate on the date of execution shall apply. Where no such rate exists, the charge shall be calculated upon completion in accordance with the hourly cost of the current price list. Where applicable, charges for the test report are calculated in accordance with the amount indicated in the quotation/contract. For anything else not specifically mentioned, the current price list shall apply.
2. Unless otherwise agreed, the Customer shall always remain the exclusive holder of the intellectual property rights arising from certification, testing, calibration or any other activity.
3. A customer requesting a service shall make a down payment of 50% with balance payable by RiBa (electronic collection) 30 days from end of month in which invoice is issued, unless otherwise agreed.
4. A supplementary fee between 10% of the standard cost and a maximum of € 250 could be charged to customer who wishes to witness the laboratory tests commissioned.
5. A customer who books laboratory services and subsequently decides on their suspension for whatever reason will cause the settlement of accounts up to that point and the withdrawal of the undertakings given by the Institute in its quotation. If the suspension exceeds 8 working days, a new contract shall be drawn up for resumption of the service with a new schedule that takes account of the Institute's current workload.
6. After carrying out testing/calibration/certification, should a customer request for whatever reason that the necessary certification documentation (reports, certificates, etc.) be held in abeyance, this shall not halt administrative procedures. Testing/calibration/certification shall be invoiced in full, with the exception of report charges, and payment will be due in accordance with the terms of the quotation/order/contract.
7. A customer who intends repeating testing/calibration/certification shall pay the entire cost of the testing/calibration/certification, except in the case where a saving in the cost of preparation and set up is possible.
8. No charge shall apply to a customer who disputes the result of a test/calibration and requests that it be repeated, provided such complaint is justified, otherwise he will be charged the entire cost of the new test/calibration.
9. Unless otherwise agreed, the Institute shall not provide an express or binding undertaking to keep customers informed as to the likely outcome of results whilst the services requested are still in progress. However, customers can solve this problem by asking to be present during testing in accordance with point 4 above.
10. Istituto Giordano S.p.A. shall not provide advance notice of test/calibration results prior to issuing the official document.
11. No visitors shall be admitted with the exception of those authorised to witness the execution of the service requested. Such persons shall not be granted access to laboratories or areas unconnected with the service requested and in any event they must obtain a regular pass and be accompanied by staff from the Institute. Guided tours may be arranged following authorisation from management or the person in charge of the Laboratory/Service. Moreover, customers are not allowed to take pictures or videos.
12. The issuing of a pass to those authorised to witness testing/calibration is subject to registering and temporarily handing over an identity document (driving licence, passport, identity card, etc.)
13. Extension of the customer's company name when indicating the holder of the report.
The extension of a test report to a second holder is possible under the following circumstances:
 - the original holder agrees in writing to the extension of its test report;
 - the second holder submits a formal order and agrees to meet the cost of the extension as laid down by the price list, plus standard test report charges, VAT and revenue stamps if applicable.
14. If within 4 (four) months of signing the contract, the customer has still not submitted the items (specimens) necessary for the test/calibration, the order will be considered cancelled and the advance payments made shall be retained to offset the costs of setting up the test/calibration and administrative charges.
15. For the execution of services whose technical or scientific complexity calls for preliminary research including consultation of literature, standards and legislation or engineering studies, payment of a contribution could be requested (**not applicable to certification services**).
16. Unless otherwise indicated, the items (specimens) necessary for the test and/or service are to be considered delivered to the pertinent Institute's test premises at customer expense complete with regular carriage document.
17. For services requiring urgent attention, a surcharge of 30% of standard cost could be applied, in this case the activities will be performed within 48 hours from the delivery of the material and the signing of the contract. For extremely urgent services, the amount will be increased by 50% In any event, the Institute reserves the right to accept or refuse an urgent request depending on the type of service and current workload (**not applicable to certification services**).
18. Unless otherwise indicated, test/calibration results refer solely to the items (specimens) tested/calibrated.
19. **TERMINATION OF CONTRACT:** notification as to the termination of the contract is only possible by way of registered letter or Certified email. In the event of unilateral termination of the contract by the Customer, the Institute shall retain all sums received (down payment + progress payment) as compensation for the preparation and (even partial) execution of the service, along with the administrative charges incurred.

MPA002/03 - Rev. 4 dated 06/12/2017

<p>Sede centrale Via Gioacchino Rossini, 2 47814 Bellaria-Igea Marina (RN) - Italia Tel. +39 0541 343030 Fax +39 0541 345540 istitutogiordano@giordano.it www.giordano.it</p>	<p>Distaccamento Bellaria Via del Lavoro, 1 47814 Bellaria-Igea Marina (RN) - Italia Tel. +39 0541 343030 Fax +39 0541 340659</p>	<p>Distaccamento Gatteo Strada Erbosa Uno, 70/84 / Via Giovanni Verga, 6 - 47043 Gatteo (FC) - Italia Tel. +39 0541 322300 Fax +39 0541 322385 (Strada Erbosa Uno) Fax +39 0541 818802 (Via Giovanni Verga) sede.gatteo@giordano.it</p>	<p>Distaccamento Pomezia Via Honduras 00071 Pomezia (RM) - Italia Tel. +39 06 91602332 Fax +39 06 91602074 sede.pomezia@giordano.it</p>
--	--	--	--