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		GENERAL TERMS AND CONDITIONS OF SUPPLY	

1) FOREWORD

For the purposes of the agreement, the following terms have the following meanings:

- “ICA” or “Laboratory”: Industria Chimica Adriatica S.p.A., with registered office in Civitanova Marche (MC), at Via Sandro Pertini no. 52, tax code and VAT number 00909430431, a laboratory accredited by Accredia, with number 01498, in accordance with the UNI CEI EN ISO/IEC 17025 standard;
- “Customer”: the legal person, public or private, who asks ICA to carry out chemical and physical analysis and/or to supply other services;
- “Sample/s”: a material to be examined that is not representative of other materials or lots, unless specifically indicated by an Authority;
- “sampling”: each activity, procedure and/or method that is envisaged and/or required, for any reason, in order to create, constitute or identify a sample. Except in the case of different, specific conditions that have been formally agreed upon, said activity is intended as provided or performed by and under the responsibility of the Customer;
- “acceptance”: receipt by ICA of the material to be analysed;
- “analysis start date”: the date when the tests requested by the Customer start to be carried out, which normally coincides with the start of conditioning.

2) APPLICATION OF THE GENERAL TERMS AND CONDITIONS

These general terms and conditions are applied to the relationship between ICA and the Customer, except in the case of special terms and conditions agreed upon by said parties in writing, before the Samples are sent.

The individual agreements may be concluded according to specific written agreements or through the acceptance of estimates prepared by ICA. Following their acceptance by ICA, orders for performance of analysis that are received directly from the Customer or have been signed by the Customer are considered to be agreements.

In any case, the sending of a Sample to the Laboratory is intended as acceptance of the proposal made by ICA, of these general terms and conditions and as consent to processing of the personal data that will be used to perform the activity.

Entering into this agreement signifies full acceptance of the general terms and conditions of supply, except in the case of specific derogations or additions resulting from the contractual document.


3) SUBJECT-MATTER OF THE AGREEMENT

The subject-matter of the relationship between ICA and the Customer is the supply of analysis services and related activities by the Laboratory. In detail, the latter may perform chemical and physical analyses both with and without the system of accreditation (such as resistance to cold liquids on painted surfaces; adhesion of the paints to the different surfaces; resistance to abrasion of the paints; indoor emissions, etc.).

4) DELIVERY OF THE SAMPLES TO THE LABORATORY

Unless otherwise expressly agreed, the material to be analysed will be delivered to the Laboratory by the Customer or its representative, who is responsible for correct delivery of the Samples.

Upon the Customer’s specific request, the material may be delivered by it to a ICA technician, who will be responsible for its delivery to the Laboratory.

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ICA does not accept liability, under any circumstances, for loss of the Samples or any damage incurred to the Samples during transport.

The Customer is liable for the representativeness of the Samples, their packaging, transport, storage and delivery in accordance with the requirements of the analytical procedures to which the samples are to be subjected. The analysis carried out by the Laboratory will always be based on the situation of the Sample at the moment of delivery.

The Sample must be transported in a manner that ensures that it is not exposed to sources of light and/or changes in temperature or other parameters that might affect the result of the analysis.

The Laboratory may not be held liable for anomalous results caused by incorrect collection of the Sample to be analysed or insufficient quantities of the Sample, nor if the Customer has requested a change in the conditioning period.

If ICA discovers a variation from the specified conditions in the samples received, it undertakes to inform the Customer, who, under its own responsibility, may decide whether or not to suspend the analysis, without prejudice to the Laboratory's obligation to report any reasons for unsuitability on the Test Report and a declaration in which ICA declines all liability.

If the tests are started before receiving confirmation from the Customer, due to technical needs, ICA is nonetheless held harmless from any liability for the conditions of unsuitability of the Sample.

Upon the Customer's request, ICA is willing to provide information on the correct method of collection and storage of the Samples collected by the Customer itself.

The Sample must always be accompanied by a document specifying the ICA proposal number and/or a reference document for the requested analysis.

The Customer has the obligation of informing ICA of any risks associated with the material to be analysed, identifying any possible hazards. The Customer is also required to specify the correct method for management of the samples and to inform the Laboratory of any risks for workers' health and safety associated with the samples.

5) STORAGE OF THE SAMPLE AND THE RESIDUAL PART

From the moment when the material to be examined is accepted, the Laboratory guarantees storage using methods that ensure that its chemical and physical conditions are maintained.


Unless otherwise agreed upon, ICA acquires ownership of the delivered Sample. The Customer cannot demand return of the Sample or any residual part thereof after the analysis.

The analysed Samples are stored for a period of 30 (thirty) days from the issue date of the test report.

The Laboratory reserves the right to ask the Customer to collect the submitted Samples, if the financial conditions for disposal are not compatible with the cost of the analysis. The costs of dispatching and/or returning the Samples will be paid by the Customer in all cases.

On prior request, the Laboratory is nonetheless able to store the Samples, in accordance with the Customer, for a period of time agreed upon by the parties.

Any residual samples will be stored by ICA using methods that guarantee its original chemical and physical conditions are maintained for a period of 30 (thirty) days from the issue date of the test report, unless otherwise required by law and/or unless different instructions are provided by the Customer, which must be agreed beforehand and in writing. Storage of the Samples is functional to their stability and the storage methods and times may therefore be otherwise established at the sole discretion of ICA. After the specified period has passed, ICA will have the right to destroy the Sample and/or residual part thereof, or deliver it to third parties for disposal.

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6) TEST REPORTS

The test reports are issued in accordance with general regulations on the accreditation of laboratories. The format of the test report is established beforehand by ICA. Test reports may be issued in specific formats as expressly requested in writing by the Customer only when this is technically feasible, and a surcharge will be applied in all such cases.

The test reports are unequivocally identified by a number corresponding with the identification number of the Sample.

The results of the test reports only relate to the submitted Sample.

The Laboratory cannot be held liable, in any way, for any damage incurred to the Customer or to third parties due to the use of the test reports, nor for any delays in their delivery due to causes of force majeure and/or any circumstances that are beyond the control of ICA.

Any views and opinions on matters of conformity that are specified in the test reports issued by ICA are expressed on the basis of the standards and/or specifications requested by the Customer and the internal procedures governing declarations of conformity.

Unless otherwise agreed upon, the test reports are sent to the Customer via digitally signed email messages, and said document constitutes the original document.

The original "test report" document created and digitally signed remains at the Laboratory, which will see to its legal storage.

Upon express prior request of the Customer, the test reports may be sent by ordinary mail, by fax or by a different method. This will be considered as an accessory service and may be charged separately.

In the case of sending by email and/or ordinary mail, fax, or other methods, the Laboratory accepts no liability for the loss, alteration or uncontrolled disclosure of the data due to external events that are beyond the Laboratory's control.

Partial duplication of the test reports without the prior written authorisation of ICA is prohibited. Any alteration of the test reports by the Customer is also prohibited.

The Laboratory sees to the storage of the test reports for a period of 10 (ten) years. The technical records for the tests carried out on the samples are stored for a period of 10 (ten) years, so as to allow traceability of the information on the individual activities.

All the information contained in the test report refers exclusively to the material analysed and to the parameters analysed and does not qualify as a product inspection and/or certification.

The test reports may only be used for advertising or promotional purposes with the express authorisation of ICA.


If it is necessary to alter, correct or reissue a test report that has already been issued, the Laboratory will specify the reason for this on the replacement test report.

7) IDENTIFICATION OF THE TEST METHODS

The Customer is required to provide the Laboratory with all information (parameters to seek, scope of the investigation, any specific methods, etc.) that are necessary for the correct choice of the analysis procedure to apply to the Sample.

Upon the Customer's request, the Laboratory will provide clarifications on the methods and procedures adopted. Specific requests relating to the test methods will be considered as accessory methods to be charged separately and must be agreed upon in writing before the sample is accepted.

The system under which ICA obtained accreditation requires prompt updating of the methods adopted in order to streamline the service. The Laboratory reserves the right to replace/review/supplement the specified test methods, if they are replaced/reviewed and/or supplemented by the relevant standardisation bodies or legislative authorities.

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The test methods are selected from the official standards. If no specific standards exist, the internal methods will be agreed upon with the Customer. The official list of test methods is available for consultation at the Laboratory and a copy can be delivered on request.

8) OTHER SERVICES ASSOCIATED WITH THE TEST REPORTS

Any other requests of the Customer that are connected in any way with the issue of the test report (such as opinions, interpretations, reports, comments, etc.), constitutes a separate service and may be charged separately, after agreeing the price for such service.

9) MEANING OF ISO/IEC 17025 ACCREDITATION

The Laboratory is accredited by ACCREDIA with number 1762 L.

The accreditation relates to tests for which the Laboratory has requested and obtained said accreditation. The Customer may consult the up-to-date list of tests on the Accredia website, under the item "test laboratories" and on the ICA website www.performancelab.tech.

Accreditation requires a check on the technical competencies of the Laboratory in relation to the accredited tests and its quality system, in accordance with the UNI CEI EN ISO/IEC 17025 standard.

The Laboratory has entered into an accreditation agreement in which all the mutual commitments governing accreditation are detailed. Said agreement guarantees the technical competence of the staff, their impartiality, the adequacy of the equipment, and also the suitability of the structure. These competencies are periodically assessed through random checks on the accredited tests and on the quality management system.

The Laboratory is authorised to place the ACCREDIA mark on the test reports relating to accredited tests and on its own documentation. The Customer can consult the agreement signed by the Laboratory and Accredia and the requirements listed in the Accredia documents upon request or by downloading it from the website www.accredia.it, together with the list of accredited tests. It is specified that the only test reports issued with the ACCREDIA mark are those relating to accredited tests and that they do not constitute approval and/or certification of the sample/product examined, as per the RG09 regulations of Accredia. The mark or reference to accreditation must not be used to imply certification of the product.

10) TERMS AND CONDITIONS OF PAYMENT

The terms and conditions of payment are detailed in the individual agreements. Other terms and conditions may be agreed upon if specific agreements are signed.

Unless otherwise agreed upon in a specific written document, the services of the Laboratory must be paid no later than 30 (thirty) days from issue of the test report and, in any case, from issue of the individual invoices by ICA, or according to different terms and conditions specified in the proposal.

The default interest referred to in Decree Law no. 231/2002 will be charged in case of late payment.


11) COMPLAINTS/DISPUTES

The Customer must submit any complaints and claims to the Laboratory in writing, to the email address performancelab@icaspa.com, within 30 (thirty) days of delivery of the test report, and all findings and objections must be justified and specified in detail in said complaint or claim.

They will be managed through a specific internal procedure.

12) COURT OF JURISDICTION

Macerata Court has sole jurisdiction for any disputes that may arise between the parties, including disputes over the validity, interpretation, execution or termination of this contract.

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13) DATA PROTECTION AND CONFIDENTIALITY OBLIGATION

In accordance with Regulation (EU) 679/2016 (GDPR) and Italian Leg. Decree no. 196/2003 and subsequent amendments and additions, processing of information relating to the Customer will be based on principles of lawfulness, fairness and transparency, for the protection of the security and rights of the data subject. For this purpose, ICA informs you as follows:

1. Controller: the Customer's data will be processed by Industria Chimica Adriatica S.p.A., with registered office in Civitanova Marche, at Via Sandro Pertini no. 52, as the controller.
2. Purposes of processing: the Customer's data will be processed exclusively for the correct performance of the activities that were contractually agreed upon, and for any activities that are connected with or functional to them, including fiscal and tax related activities.
3. Processing methods: the data will be processed in written form and/or on paper, magnetic, electronic or telematic means, with the use of automated means for the storage, management and transmission of data, in accordance with principles of confidentiality and security of said data.
4. Providing the data and legal basis for processing: it is necessary to provide the data for the performance of the agreement between the Laboratory and the Customer or in order to take steps prior to entering into an agreement, as well as to satisfy any legal and fiscal obligations to which the Controller is subject, and also to protect its legitimate interest. Refusal to provide the data could make it partially or totally impossible to carry out the activities envisaged for the performance of the contract.
5. Communication of the data: the data will be processed by authorised and duly instructed people and may be communicated to third parties with whom ICA has the relations necessary to perform its activities, such as banks, insurance companies, consultants, collaborators, etc., and to duly appointed processors, always for the purposes specified in point 2.
6. Disclosure: the personal data will not be disclosed.
7. Storage period: the personal data will be stored for a period of time that does not extend beyond the achievement of the purposes for which it has been collected and, in any case, for a maximum of 10 (ten) years, unless it is necessary to store the data for a further period of time in order to manage any disputes or to comply with obligations laid down by current laws.
8. Rights of the data subject: the Customer is granted specific rights, such as learning the origin of the data, the purposes and methods of processing, the logic applied if electronic means are used, the identification details of the controller and the processor. The Customer has the right to ask for the data to be updated, corrected, supplemented, erased, anonymised or blocked if it is processed illegally, including data that it is not necessary to store for the purposes for which the data has been collected and processed. The Customer also has the right to object to processing of the data, for legitimate reasons. The Customer may exercise these rights by sending an email to: privacy@icaspa.com. The Customer has the right to lodge a complaint with the competent supervisory authority (Italian Data Protection Authority) in all cases.

The parties are forbidden from disclosing and communicating, in any way and form, the documentation relating to the agreement and any other confidential information acquired during its performance, to unauthorised parties, both during the agreement and after its termination for any reason. Each of the parties is required to maintain absolute confidentiality and secrecy on the corporate organisational structure of the other party and to adopt all necessary precautions to safeguard that secrecy. A similar obligation must be imposed on their respective employees and/or collaborators, who must be prohibited from any abuse of confidential information.

This restriction is not applicable in the case of inspections by the competent authorities. In any case, unless prohibited by regulations or orders of the authorities, the Customer is made aware of the information provided.

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14) SUSPENSION OR INTERRUPTION OF THE SERVICE

The Laboratory is entitled to suspend or interrupt its activities, without any liability, in the case of:

- non-fulfilment of any of the obligations accepted by the customer, which is not remedied within ten days of its communication;
- suspension of payments, declaration of bankruptcy, opening of arrangements with creditors or insolvency proceedings of any kind, liquidation, cessation of the Customer's activity for any reason;
- causes of force majeure (such as strikes, exceptional atmospheric events, etc.).