

GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES

DEFINITIONS AND INTERPRETATION

In this document, the following terms shall have the following meanings:

"Goods": the items to be delivered by the Supplier in accordance with the Contract and/or all materials.

"Client": DIA.PRO Diagnostic Bioprobes srl.

"Supplier": the party supplying the Goods and/or Services to the Client.

"Order": the Client's order issued to the Supplier for the purchase of Goods and/or Services.

"Contract": a written contract and/or the Order for the purchase of Goods and/or Services by the Client from the Supplier.

"Party": the Client or the Supplier.

"Services": the services to be provided by the Supplier in accordance with the Contract.

"Change Order": a variation to the Order that alters, amends, omits, adds, or otherwise changes the Order or parts thereof.

1. APPLICATION OF THE TERMS

1.1 These General Conditions govern the Contract.

1.2 None of the conditions delivered with, or contained in, offers, confirmations or acceptances, specifications, or similar documents of the Supplier shall form part of the Contract, and the Supplier waives any right it may have to assert such conditions.

1.3 The Supplier shall accept the Contract either expressly by written declaration or implicitly by executing the Contract in whole or in part.

1.4 Any modification to the Contract must be agreed upon.

2. SUPPLIER'S RESPONSIBILITIES

2.1 The Supplier shall deliver the Goods and provide the Services: in compliance with applicable laws and regulations and in accordance with the Contract and the Client's instructions.

2.2 The Supplier shall ensure that the Goods are packaged according to industry standards and in a manner adequate to preserve and protect the Goods.

2.3 The Client may issue Change Orders to the Supplier, and the Supplier shall implement such Change Orders. If a Change Order results in an increase or reduction of the cost or time required for the execution of the Services or Goods, a fair adjustment of the price or delivery timing shall be made (or both) in writing. Change Orders requested by the Supplier shall only come into effect after written confirmation from the Client.

3. PAYMENTS, INVOICING

3.1 In exchange for the Goods delivered and/or the Services provided by the Supplier in accordance with the Contract, the Client shall pay the Supplier the purchase price indicated in the Contract, provided that the invoice complies with the requirements set forth in the Contract.

3.2 The Supplier shall submit invoices in a verifiable format, in accordance with applicable regulations, generally accepted accounting principles, and the specific requirements of the Client, containing the following minimum information: name, address, and contact person of the Supplier, including contact details; invoice date; invoice number; Order number and Supplier code; Client's address; quantity; specification of Goods and/or Services; price (total invoiced amount); currency; amount of taxes or VAT; tax code or VAT number; number and/or other customs identification code of the authorized economic operator and/or authorization of the authorized exporter, if applicable; payment terms.

3.3 Invoices shall be sent to the billing address specified in the Contract.

4. DELIVERY, EXECUTION OF SERVICES

4.1 Unless otherwise agreed in the Contract, the Goods shall be delivered in accordance with INCOTERMS® 2020 DAP, at the place of delivery specified in the Contract, or at the Client's premises if the Client has not specified another place of delivery.

4.2 The Services will be provided at the location specified in the Contract or, if no such location has been indicated, at the Client's premises.

4.3 The Supplier shall communicate, no later than at the time of acceptance of the Contract, the following minimum information: the number of packages and their contents, the tariff codes of the country of delivery, and the countries of origin of all Goods. The Supplier shall indicate the Order number on all invoices (in particular, but not limited to, commercial invoices, pro forma, and customs invoices).

4.4 Goods shall be delivered, and Services provided, during the normal working hours of the Client unless otherwise requested by the Client.

4.5 Upon Delivery, the Supplier (or the freight forwarder assigned by the Supplier) shall provide the Client with a delivery note. If the Client has approved partial delivery, such delivery note shall also include what remains to be delivered.

4.6 Ownership of the Goods is transferred to the Client at the time of Delivery.

5. ACCEPTANCE

5.1 The Delivery of Goods or the provision of Services cannot be considered as acceptance of such Goods or Services by the Client. The Client shall have a reasonable time to inspect or test such Goods and/or Services and report any defects to the Supplier.

6. LATE DELIVERY

6.1 If the Delivery of Goods or the provision of Services does not meet the agreed delivery date(s), the Client may:

6.2 terminate the Contract, in whole or in part;

6.3 refuse subsequent deliveries of the Goods or the provision of Services;

6.4 recover from the Supplier the reasonable expenses incurred by the Client to obtain substitute Goods and/or Services from another supplier;

6.5 claim damages for any costs, expenses, and penalties incurred by the Client attributable to the delay by the Supplier;

6.6 request penalties as agreed in the Contract.

7. COMPLIANCE & WARRANTY AND REMEDIES

7.1 The Supplier guarantees that the Goods and/or Services are in compliance with the order.

7.2 The Supplier shall provide the Goods and/or Services in accordance with all applicable laws, regulations, and codes of conduct.

7.3 The Supplier shall promptly communicate any changes to the qualities of the Goods and may only deliver the goods with written acceptance from the Client.

In accordance with Article 1341 of the Italian Civil Code, the Supplier expressly accepts and approves the following clauses:

Clause 1: APPLICATION OF THE TERMS.

Clause 2: SUPPLIER'S RESPONSIBILITIES.

Clause 5: ACCEPTANCE.

Clause 6: LATE DELIVERY.

Clause 7: COMPLIANCE & WARRANTY AND REMEDIES.