

FRAMEWORK AGREEMENT

Urgent negotiated procedure for the acquisition of high protection gowns against biological risk for emergency COVID-19 for Health Authorities of Region Piemonte (tender 52-2020). N. SIMOG [7760292].

BY AND BETWEEN

Società di Committenza della Regione Piemonte S.p.A., with registered office in Turin, Corso Marconi n. 10, share capital Euro 1.120.000,00= i.v., registered in the Register of Companies at the Chamber of Commerce of Turin at n. 09740180014, REA 1077627 of Turin, VAT N. 09740180014, in the person of the legal representative Luciano PONZETTI (in the following also “**S.C.R. – Piemonte S.p.A.**”)

_____, with registered office in _____ registered in the _____, VAT N. _____, in the person of the legal representative, _____ (in the following also “**Supplier**”)

WITNESSED THAT

- a) S.C.R. Piemonte S.p.A. is the Central Purchasing Body of the Piedmont Region pursuant to L.R. n. 19 of 6 August, 2007;
- b) by means of ANAC Resolution no. 58 of 22 July 2015 SCR Piemonte S.p.A. was included in the list of Aggregating Parties referred to in art. 9, paragraph 1, of Decree Law no. 66 of 24 April 2014, converted, with amendments, by Law no. 89 of 23 June 2014;
- c) by resolution of the Council of Ministers of 31 January 2020, a state of emergency was declared for 6 months on the national territory relating to the health risk associated with the onset of pathologies deriving from transmissible viral agents;
- d) with D.P.G.R. n. 20 of 22 February 2020 "Supplementary organizational provisions for the management of the epidemiological emergency in Piedmont by Coronavirus COVID-19", the

Crisis Unit U.C.R. was established, which makes use of a Crisis Procurement Office of ASL TO3 (hereinafter Administration);

- e) in consideration of this emergency situation and having regard to the Council of Ministers' resolution of January 31, 2020; the orders of the Head of the Department of Civil Protection no. 630 of February 3, 2020 and 639 of February 25, 2020; Decree Law no. 18 of March 17, 2020, by means of an Act of the Managing Director no. 108 of 22 March 2020 this Administration has called for the urgent negotiated procedure pursuant to art. 63 paragraph 2 letter c) of Legislative Decree 50/2016 for the **for the acquisition of high protection gowns against biological risk for emergency COVID-19 for Health Authorities of Region Piemonte (tender 52-2020)** for the stipulation of a Framework Agreement, without relaunching the competitive comparison, pursuant to art. 54 paragraph 4 letter a) of Legislative Decree 50/2016 with one or more economic operators for a total maximum contract value of € 45,000,000.00 excluding VAT, safety charges due to interference risks of € 0.00 (zero);
- f) the lowest price was identified as the award criterion for the procedure pursuant to article 95, paragraph 4, of Legislative Decree 50/2016;
- g) the invitation to tender was aimed at identifying one or more economic operators which, on the basis of the results of the tendering procedure, are suitable to supply the supply in question and with whom this Framework Agreement is signed;
- h) in particular, a Framework Agreement will be signed with all economic operators admitted to the procedure because of self-declared requirements and who have not been excluded after the evaluation of the economic offers until the maximum quantity provided for each lot has been reached and in any case with at least three suppliers, where available.
- i) by Act no. ____ of May, ____ 2020, S.C.R.-Piemonte S.p.A., following the completion of the tender, has awarded the supply of the Lot with the **following award ranking**:

j) this Framework Agreement is not a source of any obligation for S.C.R. Piemonte S.p.A. towards the Supplier, except for those expressly referred to the same, since the general conditions of the contracts concluded with the issue of the Supply Order constitute the Framework Agreement.

THE PARTIES HEREBY AGREE THAT

ART. 1 - INTRODUCTION AND ANNEXES

1. The foregoing recitals, the acts and documents referred to in the same recitals and in the remainder of this Act, including the Call for Tender, the document called Indication for companies and its annexes, the Technical Specifications and the Product Table which, although not physically attached, form an integral and substantial part of this Framework Agreement.

2. The following also constitute an integral and substantial part of the Framework Agreement, even if not attached: the Code of Ethics and the Model of organization, management and control pursuant to Legislative Decree 231/01 of S.C.R. Piemonte S.p.A., the Technical Specifications and relative attachments, the Technical Documentation, the Economic Offer presented during the tender by the Supplier.

ART. 2 - OBJECT

1. The purpose of this Framework Agreement is the provision of protection gowns against biological risk for emergency COVID-19.
2. By entering into this Framework Agreement, the Supplier irrevocably undertakes to the Administration to supply the Products referred to in the previous paragraph, as well as to perform the related services, to the extent required by the Administration contracting with the Supply Orders, in compliance with the award amount of each lot.
3. The stipulation of this Framework Agreement does not in any way bind the Administration or S.C.R.- Piemonte S.p.A. to the purchase of minimum or predetermined quantities or predetermined quantities of product, but only gives rise to an obligation on the part of the Supplier to accept, through execution, up to the maximum quantity established, the Supply Orders approved by the Administration using this Framework Agreement during the period of its validity and effectiveness.
4. The contractual consideration due to the Supplier under the Supply Orders will be determined on the basis of the unit price(s) offered during the tender, excluding VAT (to be understood as including the supply of the product(s) covered by this act, as well as the provision of the related services provided for in the Technical Specifications) for the quantities covered by each Supply Order.
5. The aforesaid supplies shall be supplied according to the terms and conditions set in this Framework Agreement and in the Technical Specifications and their annexes. The individual supply contracts are governed by this Framework Agreement, the Technical Specifications and the Supply Orders that the Administration must send to the Adjudicating Suppliers in order to benefit from the services referred to in this Framework Agreement.
6. The individual supply contracts are concluded to all intents and purposes between the Contracting Administration and the Supplier through the issue of Supply Orders.

ART. 3 - DURATION

1. This Framework Agreement shall last until 31 December 2020, which may be extended.
2. S.C.R. Piemonte S.p.A. reserves the right to request the Supplier(s), at the same conditions and fees, to increase the maximum quantity up to one fifth of the maximum amount of the contract, pursuant to art. 106 paragraph 12 of Legislative Decree 50/2016 as amended and supplemented.
3. During the period of validity of the Framework Agreement (i.e. from the date of activation to the expiry date), it will be possible to issue Supply Orders.
4. The Supplier shall guarantee the supply of the product and related services as per the Technical Specifications for the entire duration of the Framework Agreement.

ART. 4 - ACTIVATION OF THE SUPPLY

1. The choices on the supplier to whom to entrust the Supply Orders will respect the following rules: a) The products of the first ranked Supplier will be purchased in the quantity requested; if the delivery capacity declared by this Supplier in relation to the shortest delivery term of 3 days is not sufficient to meet the quantity requested, a new order will be issued to the second ranked Supplier, proceeding, if necessary, in the same way with the subjects subsequently ranked, until the needs or availability of products of the Suppliers part of the Framework Agreement are exhausted. b) if the required products are not yet fully satisfied, the cascade process described above will be repeated considering the number of products made available by each Supplier within the subsequent delivery terms of 7, 15 or 30 days.
2. To execute the supply, the Administration must issue one or more Supply Orders, in accordance with the provisions of art. 6.2.1. of the Technical Specifications.

3. In order to execute the supply covered by each Order, the Supplier must proceed, at its own care and expense, to carry out the activities set out in the Technical Specifications and related attachments in the manner and within the time limits prescribed therein.

ART. 5 - VERIFICATION OF CONFORMITY

1. Upon delivery of the products, the Administration will verify that what has been delivered complies to what was actually offered in the tender by the winning Supplier.
2. In the event of a positive outcome of the conformity verification with regard to the requested supplies, the date of receipt will be considered as the "Date of acceptance of the supply" unless otherwise agreed between the parties.
3. In the event that the Administration finds that the quantity of compliant products delivered is lower than the quantity ordered (quantitative conformity check), the Supplier shall integrate the supply within 3 (three) working days.
4. In the event that the Administration detects a qualitative discrepancy (qualitative conformity check) in the products supplied (by way of example: incorrect labelling, lack of integrity of the packaging , non-correspondence with the product requested, etc.), the Supplier shall proceed to collect and replace, without any charge to the Administration, within 3 (three) working days from receipt of the notification of objection the goods not in conformity with what has been offered and/or carry out any activity necessary to ensure that the quality of the product corresponds to what has been offered and requested
5. In the event of a negative outcome of the conformity check, the Supplier shall replace the goods that do not comply with what has been offered and/or carry out any activity necessary for the check to be repeated and successfully passed. This is without prejudice to the right of the contracting Administration, following a negative outcome of the conformity check, to terminate all or part of the supply contract with regard to non-accepted supplies.
6. If the Administration notify SCR Piemonte S.p.A. that the products supplied do not comply with the minimum characteristics set out in the Product Table, SCR Piemonte shall terminate this Framework Agreement.

ART 6. SPECIFIC OBLIGATIONS OF THE SUPPLIER

The Supplier undertakes, in addition to the provisions of the previous article and in other parts of the Framework Agreement to:

- a) to comply with the prescriptions contained in the Code of Ethics and the Model of organisation, management and control pursuant to Legislative Decree 231/01 adopted by SCR Piemonte S.p.a., and to refrain from any conduct that might constitute a crime pursuant to Legislative Decree no. 231 of 8 June 2001 or in any case in contrast with Law no. 190/2012;
- b) assist the Administration in the preparation of all acts necessary for the use of the Framework Agreement;
- c) to supply the goods covered by the Framework Agreement and to provide the related services, employing all the facilities and personnel necessary for their implementation as established in this document and in the tender documents;
- d) to comply with the quality of the product supplied in accordance with the regulations of this Framework Agreement and of the individual Supply Orders (e.g. new state and/or EU directives relating to production, import and marketing authorizations) without any increase in price, as well as to replace, at its own expense and expense, if its use is prohibited, any non-conforming product and stocks in the warehouses of the Entities;
- e) prepare all the tools and methodologies, including the relevant documentation, to ensure high levels of service, including those relating to security and confidentiality, and to allow Administrations to monitor the compliance of supplies with the provisions of the Framework Agreement and tender documentation;
- f) verify the completeness and clarity of the Supply Order received;

g) carry out the packaging, delivery of the product and the provision of related services in the places and according to the indications that will be provided by the contracting Administration in compliance with the provisions of this Framework Agreement, the Technical Specifications and related annexes and the Supply Order;

h) perform transport and delivery services in accordance with the provisions of art. 5.1. of the Technical Specifications;

i) guarantee, for each product offered and for the entire duration of the Framework Agreement, the guarantee for: - defects and malfunctions (pursuant to art. 1490 of the Italian Civil Code); - lack of promised or essential qualities for the use for which the product is intended (pursuant to art. 1497 of the Italian Civil Code);

j) organise the supply in accordance with the provisions of art. 6 of the Technical Specifications;

k) indemnify S.C.R.-Piemonte S.p.A. and the Administration, to the extent of their respective jurisdiction, from any claims that third parties may make in relation to damages arising from the use of the products covered by this Framework Agreement or in relation to third party rights.

ART. 7 - RELATED SERVICES

1. The Supplier, together with the supply, must provide the related services necessary for the exact accomplishment of the contractual obligations; these services must be understood to be related and accessory to the supply of the products and, therefore, the relevant consideration must be included in the unit price offered in the tender for the successful product(s).

2. The Supplier has activated the support and assistance service according to the provisions of art. 5.4. of the Technical Specifications and can be reached at the following addresses tel _____ e-mail/PEC _____.

ART. 8 - PAYMENTS AND METHODS OF PAYMENT

1. The contractual amount due shall be determined on the basis of the unit price of the product offered and awarded (to be understood as including the supply of the product and the provision of related services) indicated in the Price Quotation and shown in the Lot Award Table attached to this Framework Agreement as an integral and substantial part.

The unit award prices represent the reference price list for the Supplier for the entire duration of this Framework Agreement.

The purpose of this Framework Agreement is the mere supply of materials without installation, therefore the Interference Safety Charges (not subject to reduction) are equal to € 0 (zero) and no D.U.V.R.I. is provided for.

2. The contract price due refers to the supply and related services carried out in a perfect manner by the Supplier, in full compliance with the terms and conditions of the contract; it is understood, however, that such consideration is remunerative for each contractual service. The aforesaid consideration has been determined at the Supplier's own risk on the basis of its own calculations, investigations and estimates and is, therefore, fixed and invariable regardless of any unforeseen events or eventualities, with the Supplier assuming all relative risks and/or risks, including those relating to the fulfilment and/or fulfilment of obligations and charges deriving to the Supplier from the execution of the contract and the observance of laws and regulations, as well as the provisions issued or to be issued by the competent authorities.

3. Invoicing and payments shall be made in accordance with the provisions of the Technical Specifications contained in the document Indications for companies.

ART. 9 - PENALTIES

1. Except in cases of force majeure (understood as unforeseeable or exceptional events for which the Supplier has not neglected the normal precautions in relation to the sensitivity and specificity of the services, and has not failed to transmit timely communication and documentation to the requesting Administration) or attributable to the Administration, if the minimum timescales and conditions provided for in the Technical Specifications are not respected, the Administration has the right to apply the penalties provided for in the document Indications for companies.

ARTICLE 10 - PROCEEDINGS FOR FAILURE TO FULFIL OBLIGATIONS AND APPLICATION OF PENALTIES

1. Any non compliance of contract that will give rise to the application of the penalties provided for must be notified to the Supplier in writing by the Administration and must be communicated by the latter, for information, to S.C.R. Piemonte S.p.A.; in this case the Supplier may, on the other hand, deduct in writing to the requesting Administration within a maximum period of 5 (five) working

days from receipt of the complaint.

In the notification of notification of non-compliance, the following must be included indicated at least:

- Azienda Sanitaria and the name of the contact person and/or RUP/DEC;
- reference of the Supply Order;
- any circumstance (time, place and method) useful to identify the event that led to the breach of contract.

If the Supplier's counterclaims are not received by the Administration within the indicated deadline or, even if received promptly, are not suitable, in the opinion of the Administration itself, to justify the non compliance, the penalties referred to in the Technical Specifications may be applied to the Supplier from the start of the non compliance.

2.Any non-fulfilment that will give rise to the application of the penalties by S.C.R. Piemonte S.p.a. must be contested to the Supplier in writing by S.C.R.-Piemonte S.p.A.; in this case the Supplier may, on the other hand, deduct in writing to S.C.R. Piemonte S.p.A. within a maximum period of 5 (five) working days from the receipt of the complaint.

If the Supplier's counterclaims are not received by S.C.R. Piemonte S.p.A. within the indicated term, or, even if received promptly, are not suitable in the opinion of S.C.R. Piemonte S.p.A. to justify the non-fulfilment, the penalties referred to in the Technical Specifications may be applied to the Supplier from the beginning of the non-fulfilment.

3.The Administration will proceed with the formal charging of the penalties through the issue of a debit note to the Supplier without the need for a warning, further assessment or legal proceedings.

4.The Administration may apply to the Supplier the penalties for which it is competent, as per art. 7 of the Technical Specifications, up to a maximum amount equal to 10% (ten percent) of the value of its order; in any case, the application of the penalties provided for in this act does not preclude

the right of the Administration to claim compensation for any greater damages.

5. The request and/or the payment of the penalties does not in any case exempt the Supplier from the fulfilment of the obligation for which it has defaulted and which has given rise to the obligation to pay the penalty itself.

ARTICLE 11. EXPRESS RESOLUTION CLAUSE

1. In addition to the general provisions of Article 1453 of the Italian Civil Code, as well as the specific cases provided for in the Technical Specifications for cases of non-fulfilment of the obligations undertaken, the following cases constitute grounds for termination of the Framework Agreement, pursuant to Article 1456 of the Italian Civil Code:

- application of penalties that cumulatively exceed 10% of the total contractual amount;
- fraud, for whatever reason, by the Supplier in the performance of the services entrusted;
- positive outcome of the anti-mafia checks;
- transfer of all or part of the Contract;
- [for each individual lot] unauthorised subcontracting;
- unjustified suspension of supply;
- loss of the minimum requirements of the products offered provided for in the Technical Specifications;
- communication with which the Administration declares that the products supplied do not meet the minimum requirements of the Product Table;
- bankruptcy or other insolvency procedures;

- failure to comply with salary, social security and welfare obligations established by collective agreements in force;
- if legislative, regulatory and authorization provisions do not allow the continuation of all or part of it;
- transactions relating to this contract, in whatever way ascertained, carried out in violation of Article 3 of Law 136/2010;
- in case of violation of health and safety obligations;
- non-compliance between the products supplied and the products offered during the procedure;
- in the cases referred to in Article 108, paragraph 2 of Legislative Decree 50/2016, as amended and supplemented.
- in all other cases referred to in the tender documentation where the resolution is expressly imposed by law.

2. In the cases expressly indicated above, the Framework Agreement is terminated by right following the dispute made by S.C.R. Piemonte and involves the termination of the individual Supply Orders; in this case the Supplier undertakes to carry out all activities necessary to ensure the continuity of the supply in favour of the Administration until a new Supplier is identified.

3. The waiver of use of the clause referred to in this article cannot be understood as a waiver of any failure to contest and/or previous non-fulfilments for which S.C.R. Piemonte has not deemed to use the clause and/or acts of mere tolerance in the face of previous non-fulfilments by the Supplier of any nature whatsoever.

4. In the event of termination, S.C.R.-Piemonte S.p.A. reserves all rights to compensation for damages suffered and, in particular, reserves the right to require the Supplier to reimburse any

expenses in excess of those it would have incurred in the event of regular performance of the supply.

ART. 12 – SUBCONTRACTING

Since the Supplier has not been requested in the offer, it is forbidden to subcontract the services covered by this Contract.

For all that is not provided for, the provisions of article 105 of Legislative Decree no. 50/2016.

ART. 13 - PROHIBITION OF ASSIGNMENT OF THE CONTRACT AND REGULATION OF THE ASSIGNMENT OF THE CREDIT

1. Without prejudice to the provisions of art. 106 of Legislative Decree 50/2016, the Supplier is absolutely forbidden to assign, for any reason whatsoever, the Framework Agreement and the individual Supply Orders under penalty of nullity of the assignment itself.

2. In case of violation of these prohibitions, S.C.R. Piemonte S.p.A. and the Administrations, without prejudice to the right to compensation for any damages and expenses, have the right to declare the Framework Agreement and the supply order terminated by right.

3. The assignment of the receivable is regulated by Law no. 52 of 21 February 1991.

In order to be enforceable against the contracting authorities, credit assignments must be stipulated by means of a public deed or a notarized private deed and must be notified to the debtor administrations (art. 106 paragraph 13 of Legislative Decree 50/2016).

4. It should be noted that the assignees of receivables are also required to comply with the regulations pursuant to Law no. 136/2010 and therefore to indicate the CIG (Tender Identification Code) and to make payments to the assigning economic operator using instruments that allow full traceability, on dedicated current accounts.

ART. 14 - INDUSTRIAL PATENTS AND COPYRIGHT

1. The Supplier assumes all responsibility resulting from the use of devices or the adoption of technical or other solutions that violate patent rights, copyrights and in general the rights of others.
2. Should a legal action be brought against the Administration by third parties claiming rights on purchased goods, the Supplier undertakes to indemnify the Administration, assuming all consequent charges, including damages to third parties, legal and legal expenses to be borne by the Administration and/or S.C.R. Piemonte S.p.A.
3. The Administration undertakes to promptly inform the Supplier of the judicial initiatives referred to in the previous paragraph; in the event of a joint defence, the Supplier acknowledges the right of the same Administration to appoint its own trusted lawyer to assist the defender chosen by the Supplier.
4. In the event of legal action for the violations referred to in the previous paragraph attempted against the Administration and/or S.C.R. Piemonte S.p.A., the latter, without prejudice to the right to compensation for damages in the event that the claim brought is well-founded, have the right to declare the legal termination of the Supply Orders and the Framework Agreement, for whatever reason, recovering and/or repeating the amount paid, less fair compensation for the services provided.

ART. 15 DIRECTOR OF THE EXECUTION

1. The Administration in the Supply Order indicates its "Director of the execution of the contract" (D.E.C.), who shall, pursuant to art. 101 of Legislative Decree 50/2016, verify the correct

execution of each supply contract and provide a favourable opinion on the performance of the supply for the purposes of payment of invoices and the application of penalties.

2. The D.E.C. shall also deal with S.C.R. Piemonte to guarantee the controls referred to in this Framework Agreement.

3. The D.E.C., at the end of the contract and within 30 (thirty) calendar days from the execution of the last Supply Order, shall send S.C.R. Piemonte and the Supplier the certificate of regular execution of the supplies.

ART. 16- PROTECTION AND SAFETY OF WORKERS

1. The Supplier shall comply with the rules and regulations of collective agreements, laws and regulations on the protection of the safety, health, insurance and assistance of workers.

2. All the activities provided for must be carried out in full compliance with all the rules in force, including Legislative Decree 81/2008 on accident prevention and hygiene at work and in any case in conditions of permanent safety and hygiene; the Supplier must therefore observe and have its employees present in the places where the service is carried out, also in relation to their characteristics and the corresponding uses, all the above rules and regulations and, if necessary, point out additional measures for the prevention of risks in the places where the supply is carried out.

3. With regard to the calculation of the security charges, since the supply without installation, S.C.R. Piemonte S.p.A. has not drawn up the Preliminary DUVRI (Single Document for the evaluation of risks from interference); however, it remains the responsibility of the contracting Health Authorities, pursuant to art. 26, paragraph 3 ter, of the Legislative Decree. 81/2008, to assess, at the time of issuing the Supply Order, whether or not there are risks of interference related to the services covered by the individual supply contract not foreseeable at the time of the call for

tenders; if the Health Authority considers that there are such risks of interference, it must quantify the related safety costs and draw up the relevant DUVRI which will be attached to the Supply Order as an integral part of the same.

Said D.U.V.R.I., signed for acceptance by the successful Supplier, will supplement the contractual acts. For the purposes of determining the costs of the specific risks of interference, reference shall be made, where possible, to the regional price list in force, otherwise individual price analyses shall be carried out on the basis of expert market surveys.

ART. 17- DATA PROCESSING

1. The Parties commit themselves to the processing of data in accordance with EU Regulation 2016/679 and Legislative Decree no. 196 of 30 June 2003.

2. The parties declare that the personal data provided with this Framework Agreement are accurate and correspond to the truth, mutually exonerating each other from any liability for material errors in compilation or errors resulting from an inaccurate allocation of the data in electronic and paper files, without prejudice to the right to request access to personal data, correction or deletion of the same or the limitation of the processing of personal data concerning them and to oppose their treatment, as well as the right to lodge a complaint to a Control Authority.

3. S.C.R. Piemonte S.p.A. processes data relating to the Framework Agreement and its execution as well as individual supply orders for the management of the Framework Agreement itself and the economic and administrative execution of the same, for the fulfilment of legal obligations connected to it as well as for study and statistical purposes and in particular for purposes related to the monitoring of consumption and expenditure control, as well as for the analysis of further savings obtainable. More specifically, S.C.R. Piemonte acquires and processes in this field the data related to the Administrations and the Supplier awarded.

The data will be kept for the duration of the procedure within the terms established by sector regulations.

4. The Contracting Authority, by adhering to the Framework Agreement, grants S.C.R. Piemonte the personal data for the purposes related to the execution and monitoring of the Framework Agreement itself and of the individual implementing contracts.

The provision of the data is compulsory in order to pursue the purposes indicated, failure to provide them will make it impossible for S.C.R. to comply with the commitments made in this Framework Agreement.

5. The data will be processed by means of paper, computer or telematic means, in order to store, manage and transmit the data.

6. With reference to the subjects and categories of subjects to whom the personal data may be communicated or who may become aware of it as authorized to process, please refer to the information already provided in the tender notice and its annexes.

7. The owner of the personal data processing is S.C.R. - Piemonte S.p.A., to which you may contact in order to exercise the rights described above.

The person responsible for the protection of personal data of SCR Piemonte can be contacted at the following e-mail address: rpd@scr.piemonte.it

8. Within the scope of the individual Implementation Contracts that will be concluded on the basis of the provisions of this Framework Agreement, the Administration and the Supplier guarantee to commit and take action to ensure mutual respect for the rights and obligations arising from the provisions of EU Reg. 2016/679 and Legislative Decree no. 196 of 30 June 2003, as amended and supplemented.

ART. 18 - APPLICABLE RULES

The execution of the supply in question is governed by this Act, the acts, documents and regulations referred to in additionally to the Technical Specifications and their annexes.

This supply is also governed by the sector's laws and regulations and by all the regulatory references contained in the definitions of this Framework Agreement and its annexes.

ART. 19 - PLACE OF JURISDICTION

Any dispute that may arise regarding the interpretation, execution, validity or effectiveness of this Framework Agreement or relating to individual supply contracts shall be the exclusive competence of the Court of Turin.

ART. 20 - CONTRACTUAL EXPENSES

1. The Supplier shall bear the contractual expenses, fiscal charges such as taxes and duties including registration fees, where applicable due, relating to the stipulation of the Framework Agreement with the exception of those that are borne by S.C.R. Piemonte S.p.A. and the Administration by law, including any registration fees for the Framework Agreement. Registration will be made only in case of use.

2. The Supplier declares that the supply in question is carried out in the course of business and that these are transactions subject to Value Added Tax, which the Supplier is required to pay, with the right of recourse, pursuant to Presidential Decree no. 633/72; consequently, the Contract shall be subject to a fixed amount of registration tax, pursuant to Article 40 of Presidential Decree no. 131/86, with any related charges to be borne by the Supplier.

**ART. 21 - ORGANISATION, MANAGEMENT AND CONTROL MODEL PURSUANT TO
LEGISLATIVE DECREE 231/01 AND CODE OF CONDUCT**

1.The Supplier declares to have read on the website www.scr.piemonte.it. the Organization, Management and Control Model pursuant to Legislative Decree no. 231/2001 and the Code of Ethics adopted by the Company, to accept its contents and to undertake to comply with the provisions set forth therein by refraining from any conduct that might constitute an offence pursuant to Legislative Decree no. 231 of 8 June 2001 or in any case in contrast with Law no. 190/2012.

2.Failure by the Supplier to comply with these obligations is considered by S.C.R. Piemonte S.p.A. as a serious non-compliance and possible cause for termination of the agreement pursuant to art. 1662 of the Italian Civil Code and will entitle it to claim compensation for the damages suffered.

ART. 22 - FINAL CLAUSE

1. The invalidity or ineffectiveness of one of the clauses of the Framework Agreement and/or the Supply Orders shall not cause the invalidity or ineffectiveness of the same acts as a whole.

2. Any omission or delay in the request of S.C.R.-Piemonte S.p.A. and/or the Administration to fulfil the Framework Agreement or the individual Supply Orders (or part of them) does not in any case constitute a waiver of their rights, which the same parties reserve the right to enforce within the limits of the statute of limitations.

ANNEX: Award table

Read, confirmed and signed.

S.C.R.-PIEMONTE S.p.A.

THE SUPPLIER

* * * * *

The undersigned also declares to accept all the conditions and agreements contained therein and to have particularly considered what has been established and agreed with the relative clauses; in particular, it declares to specifically approve the clauses and conditions indicated in articles 9 (Penalties); 10 (procedure for contesting non-fulfilment and application of penalties); 11 (Express termination clause), 13 (Prohibition of contract assignment and regulation of credit assignment) and 19 (Jurisdiction).

THE SUPPLIER