

## GENERAL TERMS AND CONDITIONS FOR CONTRACTS FOR WORKS, SERVICES AND SUPPLIES

### Definitions

For the purposes of the application of these General Terms and Conditions, the following definitions shall apply. The terms indicated shall be understood to mean as follows:

- **Poligrafico:** the Istituto Poligrafico e Zecca dello Stato S.p.A. (State Mint and Printing Institute), which acts as contracting body;
- **Public Procurement Code:** Legislative Decree no. 50 of 18 April 2016, laying down the *"Implementation of Directives 2014/23/EU, 2014/24/EU and 2014/25/EU on the awarding of concession contracts, public procurement and the procurement procedures of entities operating in the water, energy, transport and postal services sectors , as well as for the reorganization of existing regulations on public contracts for works, services and supplies"* and subsequent amendments and additions;
- **M.D. no. 49/2018:** Decree of the Ministry of Infrastructure and Transport - Decree no. 49 of 7 March 2018, laying down the "Approval of guidelines on how to perform the functions of the Director of Works and of the Executive Director";
- **Contract:** either the order and/or the contract concluded in writing between the Parties with which the Poligrafico entrusts the execution of work/services/supplies and that covers something given or done to achieve a result against the payment of a fee;
- **Contractor:** the person to whom the Poligrafico entrusts the execution of work/services/supplies;
- **Subcontracting:** the agreement by which the Contractor entrusts a third party to execute part of the services under the procurement contract, subject to system of authorization as envisaged by art. 105 of Legislative Decree 50/2016;
- **Subcontractor:** the executor of the subcontracting agreement concluded with the Contractor and authorized by the Contracting Body, as provided for by art. 105 of Legislative Decree 50/2016;
- **RPE:** contract execution manager, with supervisory and coordinating duties in the execution of the contract.

### Article 1 - Introduction

These General Terms and Conditions of Contract govern the contracts for the procurement of services, supplies, supply and installation, as well as works, concluded between Poligrafico and a Contractor, for consideration.

### Article 2 - Applicable rules

The Contract, including its Annexes, is governed by Italian law.

The relationship between the Parties is regulated (i) by the provisions of the Contract to which all the rules, conditions and requirements laid down in the same Contract and in its Annexes shall apply, as well as (ii) by these General Terms and Conditions of Contract and by the documents, acts and regulations referred to therein.

In the event of a discrepancy between the provisions of these General Terms and Conditions and those of the Contract, the provisions of the Contract shall prevail.

Amendments and/or additions to the Contract shall take effect only if expressly agreed upon in writing between the Parties.

For everything that has not been expressly provided for in the Contract, reference is made to the rules laid down by the Code of Public Procurement, the Civil Code and any other relevant laws in force.

### **Article 3 - Obligations of the Contractor**

By signing of the Contract, the Contractor undertakes to fulfil in good faith and with due diligence all the obligations outlined therein, as well as to use professionally trained personnel and suitable equipment for the service to be performed.

The Contractor is required *(i)* to follow the instructions and guidelines provided by the Poligrafico at the start of the Contract and *(ii)* to comply, in the course of execution of the contract, with the provisions included in the individual service orders issued, under penalty of termination of the Contract pursuant to art. 14 of these General Terms and Conditions.

The Contractor is responsible for ensuring that, during the execution of the contract, its employees, associates and consultants behave correctly, preserving the confidentiality of knowledge of places, people and procedures and strictly complying with the Poligrafico's existing security measures and procedures, approved by the Ministry of Economy and Finance.

It is also the Contractor's responsibility with exclusive reference to the resources dedicated to the contract *(i)* to forward to the RPE, at the start of the contract, the list of its employees, collaborators and consultants, including seconded resources, as well as an extract from the LUL (single Labour Book) as proof of the employment relationship *(ii)* to update the list referred to in point *(i)* on a monthly basis and each time it changes, and to forward it promptly, or in any case upon simple request, to the RPE of the contract, together with the supporting documentation.

By signing the contract, the Contractor acknowledges, without reservation, that it understands and undertakes to comply with all the requirements and regulations on the safety of workers, the environment, as well as on the fight against the Mafia and organized crime, undertaking expressly to release from liability and indemnify Poligrafico from all consequences arising from the failure to comply with the above requirements and regulations.

The Contractor undertakes to use only personnel who are in full compliance with the rules of law and applicable collective employment agreements, up-to-date with all the security and insurance payments as required by law.

Should this not be the case, the Poligrafico reserves the right to suspend immediately the payment of fees accrued in the execution of the Contract, withholding them on behalf of the parties to whom they are to be paid pending the establishment of the actual existence of any debts incurred in relation to the remuneration payable, as well as in relation to social security or welfare institutions and in relation to the tax deductions to be made on income from employment for the services covered by the Contract.

The Poligrafico remains extraneous to all relationships between the Contractor and its personnel or other persons engaged by it in any way for the performance of the activities covered by the Contract, with the express exclusion of any relationship of subordination and/or employment and/or selfemployment.

The Contractor remains the sole entity liable for compliance with all the obligations arising from contractual, legal and regulatory provisions.

All charges resulting from compliance with the technical and safety regulations in force, environmental regulations, including compliance with the Minimum Environmental Criteria, where provided, are the exclusive liability of the Contractor, understood in any case to be remunerated with the Contract fee.

The Contractor is liable for all the obligations provided for in the tender, in the tender documentation, in the Specifications and/or in the Contract to which it refers. This is without prejudice to the application of art.30 of the Public Procurement Code.

The Contractor shall allow Poligrafico, also through accredited inspection societies, to carry out checks on compliance with the provisions contained in the contract and in the Specifications, as well as on the status of the services provided by the Contractor. Such checks may also be carried out without prior notice and for the entire duration of the contract.

#### **Article 4 - Prohibition of the transfer of the contract and the assignment of debt**

It is strictly forbidden for the Contractor to transfer the Contract for any reason, under penalty of the transfer being declared null and void. The Contractor shall not assign debt without the prior written permission of the Poligrafico.

Without prejudice to the provisions of art.106, paragraph 13 of the Public Procurement Code, in the event of the assignment of debt, the Contractor remains liable with regard to the Poligrafico for the correct execution of the contractual obligations.

For the purposes of the authorization by the Poligrafico, the assignment of debt must be duly and properly notified by registered post or certified email or by registering the relative documents with the Poligrafico Record Office in order to certify without any ambiguity the date of delivery. Assignment duly and properly notified and authorized by Poligrafico shall be considered to all effects irrevocable, save for express, specific written formal communication by the assignee; payments subject to assignment will therefore be made only to the assignee.

In the event of non-fulfilment by Contractor of the obligations referred to in this article, the Poligrafico, without prejudice to the right to compensation for damages, has the right to declare the contract automatically terminated.

#### **Article 5 - Subcontracting**

Subcontracting is regulated by art.105 of the Public Procurement Code in accordance with the limits and conditions laid down therein.

The Contractor shall not subcontract the execution of the Contract without the prior written permission of the Poligrafico. To this end, the Contractor must deliver to the Poligrafico a copy of the subcontracting agreement together with the additional documentation required.

In the case of subcontracting, the Contractor shall pay directly to the subcontracting body the amount due for the services performed, except as provided for by art. 105, paragraph 13, of the Public Procurement Code; when it is not the Contracting Body that pays the Subcontracting Body the relative amount due, the Contractor shall be required to send, within twenty days from the date of each payment it receives, a copy of the receipted bills relating to payments made to the Subcontracting Body; should the Contractor fail to send the receipted invoices from the Subcontracting Body within the above mentioned deadline, the Contracting Body may suspend the next payment to the Contractor. The subcontracting agreement must include, under penalty of being declared null and void, the provisions referred to in art. 3 of Law 136/2010 and in particular:

- clause with which the companies assume the obligations of traceability of financial flows referred to in art. 3 of Law 136/2010;
- termination clause to be activated by whoever has knowledge of the non-fulfilment by its counterpart of the obligations of financial traceability referred to in the aforementioned art. 3 of Law 136/2010.

#### **Article 6 - Up-to-date payments of contributions and remuneration - (DURC) and payment of taxes**

The up-to-date payment of contributions by the Contractor will be certified, before awarding the contract, by a valid single insurance contribution payment certificate (DURC). The up-to-date payment of contributions by the Subcontractor will be certified, at the time of registering the subcontracting agreement, by a valid single insurance contribution payment certificate (DURC).

The up-to-date payment of contributions by the Contractor must also be proved by an updated and valid DURC for payments on account, interim payment certificates, for inspection and for payment

of the final balance, in accordance with the provisions of the applicable regulations in force, under penalty of suspension of the payments in question.

In the event of two consecutive negative DURCs, the Poligrafico shall have the right to terminate the contract, after a statement of charges and the assignment of a deadline of at least fifteen days for the submission of rebuttal arguments. In the event of two consecutive DURCs with regard to the subcontracting body, the Poligrafico announces, after a statement of charges against the subcontracting body and the assignment of a deadline of at least fifteen days for the submission of rebuttal arguments, the withdrawal of the authorization, simultaneously reporting the event to the Observatory for registration on its Computerised Register.

In the case of joint liability of the Poligrafico, anything paid by the same to the service providers of the Contractor or subcontracting body for the execution of the Contract will be repeated by the Poligrafico with regard to the Contractor, plus statutory interest.

The Poligrafico shall have the right to suspend payments and shall be relieved of the liability to pay the Contractor the amounts corresponding to the sum paid by Poligrafico.

The Contractor acknowledges that the Poligrafico is subject to the provisions referred to in art. 48 bis of Presidential Decree 602/1973 and M.D. 40/2008.

This is without prejudice to the application of art.30 of the Public Procurement Code.

#### **Article 7 - Test/Certificate of conformity**

Poligrafico has the right to carry out checks on the execution of the Contract; upon completion of execution of the Contract, the Poligrafico shall perform final checks/tests for final acceptance of the services according to the provisions of M.D. 49/2018.

The Contractor shall endeavour to allow the Poligrafico to carry out checks/tests within a reasonable time frame. These checks/tests may take place at the discretion of Poligrafico at the premises of the Contractor, at the premises of Poligrafico itself or at the premises of the beneficiaries of the services, which can also perform the checks/tests themselves. The checks/tests shall not exempt the Contractor from any irregularities, discrepancies or defects that emerge subsequently. Any payments on account do not imply in any circumstances tacit acceptance by the Poligrafico. This is without prejudice to the application of art.102 of the Public Procurement Code.

#### **Article 8 - Obligation of traceability of financial flows**

The Contractor assumes the obligations of traceability of financial flows referred to in Law 136/2010. All subcontracting agreements and, more generally, all subcontracts, must include, under penalty of being declared null and void, a special clause with which each subcontractor of the supply chain assumes the obligations of traceability of financial flows referred to in Law 136/2010.

The Contractor must give direct and timely evidence of this situation to the Poligrafico that, pursuant to law, shall verify compliance with the same obligations by the Contractor itself. The Contractor, the subcontracting body and/or subcontractor are also obliged to notify the Poligrafico and the Prefettura - Ufficio territoriale del Governo (Local Government Prefecture Office) of the province of Rome of any non-fulfilments by its counterpart of the obligations of traceability referred to in Law 136/2010. Failure to use a bank transfer or postal order or any other instruments suitable to allowing full traceability of operations will result in the activation of the termination clause referred to in art. 15.

#### **Article 9 - Billing and Payments**

The Contractor is obliged to issue invoices within the deadlines and in the manner required by the legislation of reference.

Each invoice must include a reference to the Contract, (Purchase Order or Order of Establishment), the Tender Identification Code (CIG) and the Project Code given by the Poligrafico, as well as to the individual type of activity or component of the work, service and/or supply; it must show the amounts expressed in euro, the details of the dedicated bank or post office account, the VAT number and Tax

Code and all the elements of information required pursuant to article 21 of Presidential Decree no. 633 of 1972 (or art. 21-bis in the case of simplified invoices), in addition to the compulsory information pursuant to Annex A of Decree no. 89757 issued by the Revenue Office on 30 April 2018.

Invoices must be addressed to the Poligrafico e Zecca dello Stato S.p.A. and sent to Via Salaria no. 691 (00138) Rome.

In the case of vertical and horizontal temporary groupings of businesses, as well as EEIGs, invoices must be issued by the individual associated enterprises for the works, services and supplies they have executed, each for the amount relating to the fees agreed for the execution of its services according to the procedures, terms and conditions set forth in the Contract.

Payments will be made within the deadline of 30 days from the end-of-month invoice date, and according to the procedure laid down in the Contract, subject to prior approval by the Executive Director or the Director of Works, confirmed by the Tender Procedure Manager for the Execution phase, of the fulfilment of legal obligations, of the activities undertaken in terms services, objectives and economic and qualitative technical characteristics completed, in relation to the requirements laid down in the Contract and its annexes, without prejudice to the provisions of M.D. 49/2018 in terms of verification of compliance with the services under contract.

#### **Article 10 - Warranty**

The Contractor is obliged to provide a guarantee against defects and non-conformities.

In particular, all the material supplied and/or the works/services shall be guaranteed against any defect and irregularity of manufacturing, assembly and creation, for twenty-four months or for the greater duration provided for by Law or by the Contract. In the case of non-conformities and/or defects, the Poligrafico has the right to demand the exact fulfilment of the obligations under the Contract pursuant to articles 1453/1460 of the Civil Code.

#### **Article 11 - Logistics**

In the case where the Contract covers the provision of logistic services, the Contractor, in application of the provisions of Legislative Decree no. 286/2005, undertakes to:

- a) perform its activities in accordance with the provisions of Legislative Decree no. 286/2005, relying in particular, for road haulage, on enterprises established in Italy and registered on the National Register of Road Hauliers, or firms not established in Italy but authorized to practice international road haulage and road cabotage in Italy;
- b) receive and retain the statements made by its carriers on the operations of their respective drivers in relation to the compliance with collective and individual employment agreements, with social security and welfare regulations, and regulations on the road haulage of goods on behalf of third parties, as well as in relation to losses, damage or malfunction of the goods transported;
- c) ensure that, in their performance of road haulage services, the carriers comply with the laws and regulations to safeguard road traffic safety and social security, assuming full liability for any breach of these provisions.

#### **Article 12 - Liability and insurance**

The Contractor is solely and exclusively liable for damages of any nature - tangible and intangible - to persons or things, movable and immovable property, even under lease, arising from and/or connected to the execution of the Contract, as well as to third parties.

The Contractor is also liable for any damages that may be caused by all the activities of personnel engaged by the Contractor, for any reason, including the personnel of any subcontracting bodies and subcontractors. The Contractor shall remain responsible for all measures and obligations of prevention and protection of the environment and of people and things in the execution of the

Contract, as well as the expenses for the restoration of the pre-existing situation or compensation for damages to places, things or third parties arising from the failure to adopt, late or inadequate adoption of the necessary measures.

Without prejudice to that described above, where provided for in the Contract, the obligation remains for the Contractor to take out suitable insurance policies in relation to the execution of the Contract with primary insurance companies and also with reference to the activity of any subcontracting firms regulated by the Contract itself or by its Annexes.

The Contractor undertakes to deliver these policies to the Poligrafico at the time of signing the Contract. It is understood that, in the event of failure to deliver the aforementioned policies to the Poligrafico, or if they do not conform with the provisions of this article, the Contract shall not be signed.

In the event of a lack of insurance coverage, for any reason, or that the maximum coverage in favour of the Poligrafico is reduced in any way, the Contractor is obliged to notify the Poligrafico within forty-eight hours of the occurrence of the event and to organise immediately, without interruption, the renewal of the policies and/or the restoration of the maximum coverage referred to in the previous paragraph.

In the event of failure to fulfil the obligations referred to in this article, the Poligrafico has the right to suspend payment of the contractual fees or declare the Contract automatically terminated, pursuant to article 14 below.

### **Article 13 - Penalties**

Unless otherwise agreed in the Contract, in the event that the Contractor fails to perform, in whole or in part, the services referred to in the Contract/Tender Documents/Order within the time limit set, in the absence of force majeure or of specific agreements, the Poligrafico shall apply a penalty of 0.1 percent of the net contractual amount of the work/service/supply, for each day of delay.

In the event that the Contractor performs the services referred to in the Contract in a way that is even only partially non-compliant with the provisions referred to in the Contract/Tender Documents/Order, the Poligrafico shall apply a daily penalty of 0.1 percent of the net contractual amount of the work/service/supply not performed correctly, until the date on which the work/service/supply begins to be performed in the correct manner.

Amounts due in penalties will be deducted from the fees still outstanding and/or by forfeiture of existing bank guarantees and/or fiduciary policies, up to the competition of the sum due and with consequent immediate obligation of the Contractor, in the case of forfeiture, to arrange the restoration of these guarantees. Where the execution of the service is divided into several parts, in the case of delay with regard to the deadlines of one or more of these parts, the penalties referred to in the previous paragraphs shall apply to the respective amounts.

The penalties referred to above will be applied up to a maximum of 10% of the overall consideration, without prejudice to compensation for further damages. Once this percentage has been reached, without prejudice to the application of criminal law, the Poligrafico has the right, subject to prior written notice, to consider the relationship automatically terminated and to entrust the execution of the contract to others, to the detriment of the defaulting Contractor. In this case, the Contractor is bound to pay the penalties for delay/non-compliant execution until the date of termination of the contract. The Poligrafico has the right to compensation for any price difference, without prejudice in any case to compensation for further damages. Where provided for by the Contract, any other penalties outlined therein remain valid and fully applicable.

### **Article 14 - Termination**

Without prejudice to the provisions of art.13 above, art. 108 of the Public Procurement Code and the Contract with reference to the causes of termination of the contract, it is agreed that, in case of

nonfulfilment of the Contractor, the Poligrafico, subject to prior formal notice and allocation of a reasonable deadline for compliance, has the right to declare the automatic termination of the contract and to forfeit the guarantee, where envisaged, as well as to organise the execution of the Contract to the detriment of the Contractor. The right of the Poligrafico remains to compensation for any further damages, without prejudice to any other right.

The Poligrafico can also automatically terminate the Contract, without the need to allocate in advance a deadline for compliance, pursuant to article 1456 of the Civil Code, subject to prior notice sent to the Contractor via registered post with signed-for delivery, in the following cases:

- a) when the penalties applied to the Contractor exceed the limit of 10% (ten percent) of the value for the Contract;
- b) in the cases provided for in the Contract and its Annexes;
- c) in the event of non-compliance with the provisions of art. 12 above;
- d) In the cases referred to in articles 4 (Prohibition of the transfer of the contract and assignment of debt), 24 (Confidentiality) and 25 (Privacy);
- e) in the event of two consecutive negative DURCs pursuant to art. 6 above.

In particular, without prejudice to the application of the penalties referred to in the preceding article, in the case of termination of the Contract in whole or in part, the Poligrafico has the right to reassign the activities or works not completed in good time by the Contractor; in the case of the recovery of damages, the Contractor shall be responsible for the costs and damages incurred by the Poligrafico.

#### **Article 15 - Termination clause pursuant to Law 136/2010**

Without prejudice to the provisions of art. 14 above, the Contract shall be automatically terminated and with immediate effect in the event that the financial transactions relating to the Contract or to derived subcontracting agreements and subcontracts are performed without the use of bank transfers or postal order or other instruments that enable full traceability of transactions, as provided for by art. 3 Paragraph 9 bis of Law 136/2010.

#### **Article 16 - Withdrawal**

Unless otherwise provided for in the Contract, the Poligrafico reserves the right to withdraw from the Contract with prior notice of 20 calendar days, to be communicated in writing to the Contractor in accordance with the procedures outlined in art. 109 of the Public Procurement Code.

In this case, the Contractor has the right to payment for that correctly performed in a workmanlike manner according to the fees and the terms and conditions of the Contract, as well as compensation of 10% (ten percent) of the remaining fees. The Contractor waives, *nunc pro tunc*, any claims for damages and any further compensation, indemnity and/or refund of expenses.

In the event that a Consip (national purchasing centre) Agreement comes into play after the conclusion of the Contract and, taking into account the services that have not yet been performed, the parameters of this Agreement are an improvement on those of the Contract and the Contractor does not consent to an amendment of the economic conditions in line with these parameters, the Poligrafico may withdraw at any time from the contract, subject to formal notice sent to the Contractor at least fifteen days in advance and after payment of services already rendered in addition to one tenth of the services not yet performed.

The Poligrafico, in line with the provisions of Articles 88 paragraph 4-ter and 92 paragraph 4 of the Legislative Decree 159/2011 and subsequent amendments, may withdraw from the contract if, after stipulation, a cause of forfeiture, suspension or prohibition is ascertained pursuant to art. 67 of Legislative Decree 159/2011 or an attempted mafia infiltration pursuant to art. 84 paragraph 4 of the same decree.

## **Article 17 - Suspension**

The suspension of the Contract is governed by art.107 of the Public Procurement Code, and by Articles 10 and 23 of M.D. 49/2018.

## **Article 18 - Changes, variations with work in progress and price review**

Changes and/or variations with work in progress are regulated by art.106, paragraph 12 of the Public Procurement Code, as well as by arts. 8 and 22 of Ministerial Decree 49/2018.

Furthermore, pursuant to art. 106, paragraph 1, letter a) of Legislative Decree no. 50/2016 and art. 29 of Law Decree. no. 4/2022 and subsequent amendments, until 31 December 2023, the following price review clause applies:

- in the context of multi-year service and supply contracts, if, during the execution of the contract, due to unforeseeable and non-determinable circumstances the prices undergo, increases or decreases, such as to determine an increase greater than 5% with respect to the contract price (s), the Contractor is entitled to the compensatory adjustment, within the limits of just the variation exceeding 5% and to the extent of 50% of the difference (for example, in the event of a variation equal to 15%, 50% of 10% equal to 5% will be recognized). Nothing will be due in the event of a variation within the 5% limit.

To this end, the Contractor must promptly formulate a written request to the Contracting Authority, showing proof of the actual variation with adequate documentation, supplier declarations or other suitable means of proof.

Following the request received, the Contracting Authority conducts a specific investigation in order to identify the percentage changes in the individual prices of services/materials that affect the contract. The investigation can take into account Istat Indices (e.g. FOI, IPCA), specific commodity indices (e.g. LBMA, LME, CRU, FOEX etc.), official price lists, specific Istat surveys, as well as any findings made directly by the Process Manager at manufacturers, suppliers, distributors and retailers.

On the requests put forward, the Contracting Authority expresses its opinion within 60 (sixty) days with reasoned deliberation.

Supplies/services accounted for in the calendar year when the offer was submitted are excluded from the compensation referred to in this article.

However, application for compensation does not constitute justification in delaying or failing to perform the contractual services.

Any form of review of the fees is excluded, even in derogation of the provisions of art. 1664 of the Italian Civil Code, except for the provisions of this article;

- in the context of multi-year works contracts, if the individual prices of construction materials undergo increases or decreases by more than 5% compared to the price recorded in the year the offer was submitted, more or less compensation is made, for the percentage exceeding 5% and in any case to an extent equal to 80% of this excess.

The compensation is determined by applying the percentage of variation that exceeds 5% to the price of the individual building materials used in the processes accounted for in the twelve months preceding the decree of the Ministry of Sustainable Infrastructure and Mobility (MIMS) provided for in paragraph 2, second period of art. 29 of Law Decree 4/2022, and in the quantities ascertained by the Works Management.

Nothing will be due in the event of a variation within the 5% limit.



To this end, the Contractor will be required to enter a specific reserve in the first useful accounting document, it being understood that the reserve does not in any case constitute an adequate justification for the delay or failure to perform the contractual services.

Under penalty of forfeiture, the Contractor will present the request for compensation to the contracting authority, confirming the expressed reserve, within sixty days from the date of publication in the Official Gazette of the Italian Republic of the decree of the Ministry of Sustainable Infrastructure and Mobility provided for in paragraph 2, second period of art. 29 of Law Decree 4/2022, exclusively for works carried out in compliance with the terms indicated in the relative time schedule.

The Contracting Authority conducts a specific investigation to verify any actual greater charge suffered by the executor [proven by the latter with adequate documentation, including the declaration from suppliers or subcontractors or with other suitable means of proof relating to the variations] for the construction materials, of the price of construction materials paid by the contractor, compared to that documented by them with reference to the time of the offer.

Works accounted for in the calendar year when the offer was submitted are excluded from compensation.

Any form of review of the fees is excluded, even in derogation of the provisions of art. 1664 of the Italian Civil Code, except for the provisions of this article.

## **Article 19 - Reserves**

The reserves that the Contractor wishes to express must be recorded, under penalty of invalidation, on the first suitable tender document, following the onset or end of the event that determined the injury of the executor. In any case, always under penalty of invalidation, reserves are also recorded in the accounting register at the time of signature immediately following the occurrence or end of the injurious event.

Reserves not expressly confirmed in the final account are understood to be abandoned.

Reserves must be worded in a specific manner and accurately indicate the reasons on which they are based.

In particular, reserves must include, under penalty of inadmissibility, precise quantification of the sums that the Contractor believes are due.

All exceptions and/or reserves and/or complaints that the Contractor wishes to express with regard to the accounting of services, supplies or works and/or against provisions, orders or programmes communicated by the Poligrafico and/or for any other reason must be expressed, under penalty of invalidation, by means of registered post with signed-for delivery no later than fifteen days from the date of receipt of the provisions, orders, programmes referred to above or from the date of the occurrence of the event that forms the basis of the complaint and recorded in the first interim works progress report to be drafted.

The exceptions and/or reserves and/or complaints as outlined above must then be confirmed, again under penalty of invalidation, in all Interim Payment Certificates and other accounting documents prepared for this purpose and in the final accounts for services, supplies and works.

Exceptions and/or reserves and/or complaints brought forward with delay and/or not according to the procedures outlined above and/or not confirmed in all Interim Payment Certificates or other accounting documents for services and supplies and then in the final accounts relating to the contract shall be considered to all effects invalid and as though never envisaged and the related rights and compensation cannot be claimed and availed of by the Contractor in any circumstances.

Under no circumstances shall the Contractor be entitled, as a consequence of the exceptions and/or reserves and/or complaints formulated, whatever their extent and importance, to slow down or

interrupt the execution of the Contract assigned to it, given the Contractor's obligation to comply in any case with the provisions issued by the Poligrafico.

#### **Article 20 - Intellectual Property**

Unless agreed otherwise in the Contract, the property rights and/or economic use of works, intellectual works, intellectual creations, software procedures and other material and documents created, invented, prepared or produced by the Contractor or its employees and associates, as part of and on the occasion of the execution of the Contract, are the exclusive property of the Poligrafico, including the invention of products or processes likely to be covered by a patent.

The Contractor shall not be entitled to any compensation beyond that agreed in the Contract.

The Contractor guarantees that it shall not violate for any reason the rights and reasons of third parties, indemnifying in any case the Poligrafico from any loss, damage, or economic consequence arising from the violation of the rights of third parties and assuming liability for all costs arising, including legal and judicial expenses, including those of the Poligrafico.

#### **Article 21 - Environmental Legislation**

The Contractor undertakes to comply with the provisions referred to in Legislative Decree 152/2006 and subsequent additions and amendments on the environmental and the treatment and/or disposal of waste, as well as the criteria of energy and environmental sustainability (Minimum Environmental Criteria, where applicable), referred to in art. 34 of Leg. Decree no.50/2016.

The Poligrafico reserves the right to ask the Contractor for documents proving compliance with the above mentioned environmental legislation.

Where the Contractor produces waste of any kind in the performance of its activities, it is obliged to dispose of any waste produced in compliance with existing legislation and under its full responsibility, insofar as it is considered the holder and/or producer pursuant to article 183 of the aforesaid Legislative Decree. 152/2006 and subsequent additions and amendments.

#### **Article 22 - Safety**

The Contractor undertakes to comply fully with the provisions of the regulations in force concerning the protection of the occupational health and safety of workers (Leg. Decree 81/08 and subsequent additions and amendments) with particular reference to providing the elements necessary for the verification of the technical-professional fitness of the company by the contracting body.

The Contractor also undertakes to collaborate with the personnel of the Poligrafico in the implementation of prevention and protection measures and safety measures against occupational risks, including any operating interference between the parties and with third parties (DUVRI; single document on the assessment of risk from interference), to comply with all the obligations of applicable legislation, fire prevention, as well as to ensure compliance with these regulations by its own personnel and by the personnel of subcontracting bodies.

#### **Article 23 - Access to areas subject to security checks**

The Contractor shall be required to ensure that, in the execution of the Contract, its employees shall be subjected, where required, to security measures for the control of access and time spent on premises where they produce securities for the State.

#### **Article 24 - Confidentiality**

The Contractor undertakes to keep strictly confidential all information (in any form: paper, electronic or other) relating to the Poligrafico and to the content and execution of the Contract, communicated prior to the conclusion of the Contract or that it acquires during the execution of this Contract. The Contractor undertakes to bind in this sense its respective members of governing bodies, its employees,

consultants and/or associates, as well as any own subcontractors and their employees, consultants and associates, who acquire such confidential information. The obligation referred to above also includes the obligation to take all necessary measures to ensure that such information remains strictly confidential.

The following are exceptions to the obligation of confidentiality referred to in the preceding paragraph:

1. information that is already in the public domain;
2. information expressly declared not confidential or whose disclosure has been authorized by the Poligrafico;
3. information for which there is an obligation of disclosure in accordance with provisions of law or an order issued by a judicial or administrative authority.

The Contractor undertakes not to broadcast announcements of any kind related to the signing, the content and the execution of the contract, unless there is prior agreement with the Poligrafico on the words and the methods of dissemination and without prejudice to the obligations of disclosure possibly required by law.

Failure to comply with the obligations referred to above constitutes grounds for automatic termination of the Contract pursuant to art. 1456 of the Civil Code.

## **Article 25 - Privacy**

Pursuant to the provisions of Legislative Decree no. 196 of 30 June 2003 and subsequent additions and amendments and by European Regulation 2016/679 on the processing of personal data, the Parties declare that they have informed each other in advance, before signing the contract, on the methods and the purposes of the personal data processing that will be undertaken for the execution of the Contract. For the purposes of the aforementioned legislation, the Parties declare that the personal data supplied are accurate and truthful, mutually exempting one another from any liability for material errors of compilation or for errors resulting from the incorrect imputation of the data in the electronic and paper archives. The processing of data, by both Parties, shall be based on the principles of fairness, lawfulness and transparency and in compliance with the security measures.

By signing of the Contract, the Parties declare to have provided one another with all the information required by the legislation in force, including that relating to the names of the Data Processor and the procedures for exercising the rights of the person concerned.

Without prejudice to that governed by art. 13 of EU Regulation 2016/679 (GDPR) relating to the processing of personal data, please be informed that, for the sole purpose of the contractual relationship and its execution, personal data will be collected, recorded, processed and stored by the Poligrafico, as Data Controller, using computer programs, telematic systems and paper-based instruments configured in such a way as to ensure the utmost confidentiality, for a period of time not exceeding that required for the conclusion and execution of the Contract.

The methods of personal data processing, as well as all the information required under article 13 of the GDPR, including those relating to internal processors and the procedures for the exercise of the rights of the person concerned provided for by articles 15, 16, 17, 18, 20 and 21 of the GDPR, are available online on the Poligrafico website at [www.ipzs.it](http://www.ipzs.it) under Privacy>>Informativa ex artt. 13 e 14 Regolamento UE 2016/679>Fornitori.. In the event that the service covered by the Contract involves the processing of personal data of the Data Controller, the Contractor undertakes to accept the appointment as External Processor or sub-Processor pursuant to art. 28 of Regulation EU 679/2016.

## **Article 26 - Administrative liability of the entities, Prevention of Corruption and Transparency, Code of Ethics and Whistleblowing**

The Contractor expressly declares its knowledge and understanding of the provisions referred to in Leg. Decree no. 231 of 08 June 2001 and subsequent additions and amendments. (Regulations on the administrative liability of entities), Law no. 190 of 6 November 2012 and subsequent additions and amendments (Anti-Corruption and Bribery Law), Leg. Decree 33/2013 and subsequent additions and amendments and Law 179/2017 (Whistleblowing Law), and its knowledge and understanding that the Poligrafico has adopted and implements an Organization Management and Control Model (hereinafter, the "Model"), a Code of Ethics (hereinafter, the "Code") and a Corruption Prevention and Transparency Plan (hereinafter "P.P.C.T."). The Contractor also declares that it has read the documents mentioned above, available online on the Poligrafico website at [www.ipzs.it](http://www.ipzs.it) under "Società Trasparente>Disposizioni generali", and that it understands the principles and areas of application falling under the activity of this Agreement. Thus premised, the Contractor, promising even on behalf of its employees and/or associates, pursuant to and in accordance with art. 1381 Civil Code, undertakes:

- 1) to comply with the principles and the values included in the Model, P.P.C.T. and Code of Ethics and adopt a behaviour in line with the above and in any case such as to prevent exposing the Poligrafico to the risk of the application of the sanctions provided for by the abovementioned Legislative Decree no. 231/2001 and by Law 190/2012;
- 2) not to adopt behaviour and/or to perform or fail to perform actions such as to encourage employees and/or associates of the Poligrafico to violate the principles of the Model, P.P.C.T. and Code of Ethics or to adopt behaviour that does not conform to these, refraining from any behaviour for which the Poligrafico could be charged with an offence or held liable pursuant to Leg. Decree no. 231/2001 and Law 190/2012.

Furthermore, persons who, as workers or associates of the suppliers of goods or services and that perform works for the Poligrafico, become aware, by reason of their employment relationship, of crimes or other irregularities committed, are obliged to report them to the Poligrafico in order to protect Company's interest in its integrity. In order to ensure the confidentiality of the identity of the reporting body and the content of the whistleblowing report, the Poligrafico has a computer platform through which reports can be forwarded, accessible either via "Whistleblowing" section on the home page of the Poligrafico website or directly via the link <https://ipzs.segnalazioni.net/>, according to the operating procedure available in the sections mentioned above. The Poligrafico reserves the right to check at any time, even without notice, that the execution of the contract occurs in accordance with the required specifications and the contractual provisions, as well as service levels provided by the successful tenderer.

Such checks may be carried out by means of own personnel, external personal assigned for this purpose and/or the use of accredited inspection bodies.

Failure of the Contractor to comply with these commitments constitutes a serious breach of contract and gives the Poligrafico the right to terminate the Contract with immediate effect, pursuant to and in accordance with art. 1456 Civil Code, without prejudice to the right to compensation for damages arising from the non-fulfilment.

The Contractor indemnifies *nunc pro tunc* the Poligrafico from any penalties or damages that it may incur.

## **Article 27 - Compliance with minimum social standards**

The Contractor expressly declares that the goods referred to in the Contract are produced in accordance with the minimum social standards concerning human rights and working conditions along the whole supply chain, defined by:

- the eight Fundamental Conventions of the International Labour Organization (ILO, International Labour Organization) i.e., Conventions nos. 29, 87, 98, 100, 105, 111 and 182;
- ILO Convention no. 155 on Occupational Safety and Health and the Working Environment;
- ILO Convention no. 131 on Minimum Wage Fixing;
- ILO Convention no. 1 on Hours of Work (Industry);
- ILO Convention no. 102 on Social Security (Minimum Standards);
- The "Universal Declaration of Human Rights";
- art. no. 32 of the "Convention on the Rights of the Child";
- the national legislation in force in the countries where the phases of the supply chain are performed, concerning health and safety in the workplace, as well as the legislation relating to work, including that relating to salary, working hours and social security (social security and welfare).

When the national laws and standards mentioned above refer to the same subject matter, conformity shall be guaranteed to the highest standard.

### **Article 28 - Jurisdiction**

Exclusive jurisdiction for any disputes that may arise in connection with this Contract is held by the Court of Rome, without prejudice to articles 205 and 206 and 208 of the Public Procurement Code on alternative remedies to judicial protection.

### **Article 29 - Contract charges and expenses**

The Contractor is also responsible for all contractual expenses, tax charges such as taxes and duties - including registration duties where required - relating to the stipulation of the contract.

### **Article 30 - Referral clause**

For anything not governed by these General Terms and Conditions or by the Contract, the Public Procurement Code and the Civil Code shall apply.

## **ADDITIONAL PROVISIONS APPLICABLE TO SUPPLY CONTRACTS**

### **1. PACKAGING, SHIPPING AND TRANSPORT**

The Contractor is obliged to package, deliver, ship and invoice the goods supplied according to the following terms and conditions.

- A. **Packaging** - The Contractor must ensure the proper packaging of supplies, where not specified in the order specifications, without the right to reimbursement of any kind. In the event of the request for the packaging to be returned, the shipping costs shall be borne by the Contractor.
- B. **Deliveries** - Supplies must be delivered to the Poligrafico or recipient entities within the deadlines established and in the locations indicated in the Contract. Deliveries of supplies to Public Authority buildings, even local, must be undertaken ensuring compliance, the certificates and declarations provided for by current legislation, according to the forms referred to in the Contract.
- C. **Shipping** - Goods and supplies travel at the risk and danger of the Contractor, covered by appropriate insurance. Goods purchased ex-works must be shipped with suitable means and forwarded by the route most convenient to the Poligrafico. Expenses for stopovers, packing, actions by shipping companies performed without the prior authorization of the Poligrafico shall not be recognised. The Contractor must give timely notice of shipping to the Poligrafico or the recipient entity, with all the details necessary for the identification of the order or the Supply Contract and the goods shipped.

The Contractor shall ensure the completion of all the formalities relating to the shipping, and in particular those for export; where appropriate, it shall ensure completion of the import formalities and provide all the documents necessary for this purpose.

**D. Invoices and delivery notes** - Pro forma invoices must include:

- a) the price of the unpackaged ex-works supply in euro;
- b) the costs of packaging, transport and any insurance, in euro;
- c) reference to the Contract and to the Tender Identification Code provided by the Poligrafico. Each delivery is accompanied by a delivery note that details the nature of the supply, the quantity contained in each package, the numbers and labels of the latter, the reference and date of the Contract and the date of shipment.

**2. ACCEPTANCE OF SUPPLIES**

**A. Verification of Conformity** - The signature of the delivery note by Poligrafico is valid as simple recognition of the fact that the supply has been delivered (provisional acceptance) and is not understood as the final acceptance of the supplies themselves. During manufacturing, the Poligrafico may perform checks with the right to take samples of the material used for the manufacturing. Deliveries are subject to Verification of Conformity, which may be undertaken at the discretion of the Poligrafico at the premises of the Contractor or in the warehouses and factories of the Poligrafico or at the premises of the recipient entities of the supplies. The Verification of Conformity is usually performed by technicians from the Poligrafico. For supplies delivered to authorities and offices other than the Poligrafico, Verification of Compliance may be performed by the institution concerned. In this case, the Contractor is obliged to send the Poligrafico the documents relating to the successful Verification of Conformity and to the acceptance of the goods. Supplies that, following the Verification of Conformity, prove defective or non-compliant with the technical requirements or the established characteristics shall be refused. The defects and the deficiencies that are considered tolerable, in the opinion of the Poligrafico, are subject to a proportional reduction in price. The results of the Verification of Conformity involving the refusal of the supply or a reduction in price are drawn up in a report within one month from the date of delivery. This report is sent to the Contractor, which is invited to verify the facts (on site, where necessary) and to take a decision within 15 days. At the decision of the Poligrafico, the Contractor must repair or replace at its own expense the supplies that do not meet the conditions laid down in the Contract. In the event that the Contractor does not agree to replace the refused supply with another acceptable supply within the prescribed period or does not do so within the same deadline, the Poligrafico may proceed with execution of the supply to the detriment of the Contractor, without prejudice to compensation for further damages. After this period of 15 days, the result of the Verification of Conformity is final. The refused supply is made available to the Contractor, which has the obligation to collect it within 15 days from the date of notification of refusal. Should the Contractor fail to collect the supply within this deadline, the Poligrafico may organise the return shipping to the Contractor, charging it for all costs incurred. Positive Verification of Conformity shall not exempt the Contractor from liability for any defects and imperfections and non-conformities that were not identified during the verification itself and discovered later.

This is without prejudice to the application of art.102 of the Public Procurement Code.

***SIGNATURE***

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Pursuant to and in accordance with art. 1341 and 1342 of the Civil Code, the Contractor expressly declares that it approves all the clauses listed above, and in particular those in articles: 3 (Obligations

of the Contractor); 4 (Prohibition of the transfer of the contract and the assignment of debt); 5 (Subcontracting); 6 (Up-to-date payments of contributions and remuneration - (DURC) and payment of taxes); 11(Logistics); 12 (Liability and insurance); 13 (Penalties); 14 (Termination); 15 (Termination clause); 16 (Withdrawal); 18 (Changes, variations with work in progress and price review), 24 (Confidentiality), 25 (Privacy), 28 (Jurisdiction) and points 1.C. Shipping & 2.A.Verification of Conformity.

***SIGNATURE*.....**