

## 1. GENERAL

These General Conditions contain the rules which regulate the contractual relationships between Galileo Inspectorate and the Client for the supply of the Service, unless otherwise specified by the Offers or other documents attached to the Offers.

## 2. DEFINITIONS

The following terms will be defined as follows for the purposes of these General Conditions:

- a) "Accreditation Body Auditors": auditors appointed by the Accreditation Body (Accredia) which are entitled to verify the competence, the independence and the impartiality of the inspection bodies;
- b) "Certificate of Inspection": the document resulting from the Inspection Process and based on the Inspection Report;
- c) "Client": the party to which Galileo Inspectorate supplies with the Service pursuant to the Contract;
- d) "Contract": the contractual relationship between the Parties which is composed of the General Conditions and the Offer;
- e) "Country": the Country to which or from which the Goods are exported or imported;
- f) "Exporter": the party selling the shipment to the Importer;
- g) "Fees": the fees that the Client shall pay to Galileo Inspectorate for the provision of the Service, pursuant to Article 5;
- h) "Force Majeure event": an unforeseeably and non-remediable event or cause beyond the relevant Galileo Inspectorate reasonable control which prevents performance of the Contract including (but not limited to) explosion, revolution, insurrection, riot, civil commotion, war, national or local emergency, act of government, decisions taken by the Countries Authorities during the Inspection Process, lock-out, strike, industrial dispute or action, third party IT failure, fire, lightning, flood, or other severe weather conditions;
- i) "General Conditions": these general conditions;
- j) "Goods" or "Products": the goods subject to the Inspection Process;
- k) "Importer": the party importing the Goods;
- l) "Inspection Process" or "Service": all the activities necessary to the issuance of the Inspection Report or the Certificate of Inspection. If applicable, the following might be included as well: sampling of the Goods and testing by an independent laboratory.
- m) "Inspection Report": the document including the full set of information resulting from the Inspection;
- n) "Manufacturer": the party producing the Goods;
- o) "Market Surveillance Visits": visits carried out by the Accreditation Body Auditors in order to evaluate the competence, the independence and the impartiality of the inspection bodies;
- p) "non-compliance": any deviation in relation to the requirements of the relevant standards;
- q) "Offer": the document containing the Service specifications;
- r) "Parties": jointly Galileo Inspectorate and the Client;
- s) "Partner": the party appointed by Galileo Inspectorate, and indicated in the Offer, for providing specific activities among the Service;
- t) "Personnel": employees or consultants performing the Service in favor of Galileo Inspectorate;
- u) "Pre-Shipment Inspection", "Inspection": activities carried out at the place where the Goods have been prepared and are presented to Galileo Inspectorate, aimed to ascertain the quantity and quality of the Goods;
- v) "Service Requirements": all the information necessary to execute the Inspection Process, whose elaboration is based on the information and documents provided by the Client and/or the Manufacturer and/or the Supplier and/or the Exporter and/or the Importer;
- w) "Sub-Contractor": any sub-contractor to which Galileo Inspectorate may sub-contract the Service according to Article 8.1.
- x) "Supplier": the party providing the shipment to the Exporter;
- y) "Test Report": documents issued by laboratories carrying out testing activity on samples of Goods and providing evidence of the related results.

## 3. ACCEPTANCE OF THE OFFER – PREVALENCE

- 3.1. These General Conditions are attached to and are part of the Offer. Unless otherwise agreed in writing, all the Offers, the resulting activities and all resulting contractual relationship(s) between Galileo Inspectorate and the Client shall be governed by the Contract.
- 3.2. Unless otherwise agreed in writing, the General Conditions and the Offer are deemed accepted upon receipt of advance payment of the Fees before the beginning of the operations, upon proceeding with the normally expected communications regarding the object of the offer or booking inspection. In any case, the Client will send to Galileo Inspectorate a copy of the Offer properly signed.
- 3.3. Unless otherwise agreed, the Service will be scheduled after acceptance of the Offer and the General Conditions. In any case, Galileo Inspectorate has the right to refuse the issuance of the Inspection report and/or the Certificate of Inspection due to late payment.
- 3.4. By accepting the Offer, the Client, on behalf of the Manufacturer, the Supplier, the Importer and/or the Exporter:

- a) Assures the availability of all the documents and information necessary to the definition of the Service Requirements and to perform the Inspection Process;
  - b) Grants the full access to the Goods in the areas where the Inspection is to be carried out, allowing the Personnel to properly inspect the shipment in regard to the scope of the Inspection;
  - c) Upon request of Galileo Inspectorate, the Client grants the same access as described in the previous point (b) to Accreditation Body Auditors, for the sole purpose of evaluating Galileo Inspectorate inspection and/or Partners and/or Sub-Contractors and activities. Accreditation Body Auditors are subject to confidentiality and non-disclosure agreement in relation to all the information obtained as a consequence of the activity; access to the facilities where any inspection has been carried out will be granted to Accreditation Body Auditors to the purpose of Market Surveillance Visits in regard to the application of Inspection Process applied by Galileo Inspectorate;
  - d) When applicable, agrees to provide with a sufficient number of samples for testing upon request of Galileo Inspectorate;
  - e) Guarantees that the Personnel will be able to perform the required operations according to the relevant safety requirements;
  - f) Guarantees indemnification to Galileo Inspectorate, the Partners and the Personnel against all claims by any third party for damage and/or loss of whichever kind in relation to the performance quality or non-performance of the Service, unless they are caused by wilful misconduct or gross negligence.
- 3.5. Any request of amendment to the Service as herewith defined and any amendment to the information on which the Offer has been prepared is subject to Galileo Inspectorate's approval.
- 3.6. In case that any non-compliance found at the moment of the Inspection does not allow the issuance of Inspection Report or Certificate of Inspection with positive results, payment is not to be considered reimbursable.
- 3.7. Unless otherwise agreed in writing, any additional cost, including bank transfer costs, couriating and local taxes are never at Galileo Inspectorate's expenses.
- 3.8. In case of conflict between the provisions of the General Conditions and the Offers, the following order of precedence will be applicable:
- a) Offers;
  - b) General Conditions.

#### **4. SERVICE**

- 4.1. Galileo Inspectorate will provide the Client with the Service using reasonable care and skill and without any prejudice, according to the principles of impartiality, independence and integrity.
- 4.2. Galileo Inspectorate will carry out the operations necessary to support the Inspection Process, i.e. definition of the Service Requirements. Unless otherwise agreed and motivated, the Parties shall comply with such Service Requirements.

- 4.3. Galileo Inspectorate will carry out the activities included in the Inspection Process as defined in the specific Offer. Product testing, when mentioned or included in the Offer, is always carried out by sub-contracting to independent laboratories.
- 4.4. Galileo Inspectorate individually or collectively with the Partner prepares and submits the Offer to the Client and issues the Inspection Report and/or the Certificate of Inspection.
- 4.5. The Inspection Process is based on Inspection and its findings. Whenever the applied Inspection Process is based exclusively on sampling techniques, Galileo Inspectorate and/or Partners cannot be held responsible for the quantity or the quality of the whole lot of Goods.
- 4.6. The Inspection Process is carried out on a sample basis. Tested samples are representative of the whole lot. In case that any non-compliance is found, Galileo Inspectorate and/or the Partner reserve the right to evaluate the acceptability of corrective actions proposed by the party submitting the Goods, when applicable.

#### **5. FEES**

In exchange for providing the Service, the Client will pay Galileo Inspectorate with the Fees as described in the Offer.

#### **6. INSPECTION REPORT AND CERTIFICATE OF INSPECTION**

- 6.1. The Inspection Report and the Certificate of Inspection will reflect Galileo Inspectorate findings at the time of the Inspection.
- 6.2. The Inspection, the Inspection Report and the Certificate of Inspection do not relieve any involved party, i.e. the Client, Manufacturer, Supplier, Exporter and/or Importer, from its contractual and legal obligations regarding the Goods.
- 6.3. Other agreements entered into and between the Client, the Manufacturer, the Supplier, the Importer and/or Exporter and/or other Party involved in the Inspection Process do not have effect towards Galileo Inspectorate.
- 6.4. The Inspection Process requirements are defined in the Offer and may be affected by the information provided by the Client. Such information shall be true and correct and Galileo Inspectorate can refuse to proceed with the issuance of the documents if any information is proven to be untrue.
- 6.5. The Inspection Report and the Certificate of Inspection are issued pursuant to the Offer and these General Conditions. The alteration or falsification of any of documents issued by Galileo Inspectorate and/or the Partner is an unlawful act. The Client guarantees, indemnifies and releases Galileo Inspectorate from any liability deriving from any claim that is put forth against it from third parties in relation to alteration or falsification of any document issued by Galileo Inspectorate and/or the Partner.
- 6.6. Whenever the Inspection Process is based exclusively or mostly on sampling techniques, the Inspection Report and the Certificate of Inspection cover the shipment in the limits of the inspected items and in the limits of the defined job description, according to the information and documents provided by the Client, Manufacturer, Supplier, Exporter and/or Importer.

6.7. When applicable, replacement of product type or model after the issuance of the Offer and before the execution of Inspection can be accepted by Galileo Inspectorate and/or the Partners. Replacements of products type or model after that the Inspection has been carried out will not be accepted and such items cannot be included in the Inspection Report or the Certificate of Inspection.

## 7. LIABILITY

- 7.1. Galileo Inspectorate and/or the Partner cannot be held liable for delayed, partial or non-performance of the Service due to any cause outside their control, including Client's, Manufacturer's, Supplier's, Exporter's and/or Importer's failure to comply with their obligations.
- 7.2. Galileo Inspectorate and/or its Partners cannot be held responsible for any damage to people or things interacting or coming in contact with the Goods subject to the Inspection for which the Client is the sole responsible.
- 7.3. In any case, the Client, the Manufacturer, the Supplier, the Exporter and/or the Importer are the sole responsible of any damage or loss of whichever nature due to providing incomplete or untrue information to Galileo Inspectorate and/or the Partner.
- 7.4. The liability of Galileo Inspectorate and/or its Partners will not, under any circumstance, exceed a sum equal to two times the amount of the Fees.
- 7.5. Galileo Inspectorate and/or the Partner are not responsible for the conditions of the shipment in relation to packing, loading operations and any possible damage occurred during logistic activities.
- 7.6. The Client, the Manufacturer, the Supplier, the Exporter and/or the Importer are solely responsible for the correctness of the shipping documents (packing labels, certificate of origin, packing lists, invoices, bill of lading, etc.). Galileo Inspectorate and/or the Country Partner are not responsible for any incomplete, inaccurate or not correct information, as well as for the consequence of any contradicting information among the shipping documents resulting in extra costs, shipment refusal at destination or any mistake in the Inspection Report or in the Certificate of Inspection arising from such information.
- 7.7. Galileo Inspectorate and/or the Partner have no obligation to report or to provide with any information not strictly included in the Service specific scope.
- 7.8. If any of the clauses is violated by the Client, Manufacturer, Supplier, Exporter and/or Importer or in case of delayed payment, Galileo Inspectorate reserves the right to interrupt the Service with no liabilities for arising damages and no reimbursement for the Client.

## 8. ASSIGNMENT – SUB-CONTRACTING

- 8.1. Galileo Inspectorate may sub-contract the Service to Sub-Contractors, subject to prior consent of the Client.

8.2. Galileo Inspectorate shall ensure, to the extent applicable, that the Sub-Contractors will fulfill with the obligations under this Contract.

8.3. It being understood that in case of sub-contracting, Galileo Inspectorate remains solely and fully liable and responsible towards the Client.

## 9. SAFETY

The Client, on behalf of the party presenting the Goods, guarantees that all the measures which are necessary to protect the physical integrity and moral personality of the Personnel, according to the particularity of the work, experience and technique.

## 10. CONFIDENTIALITY

10.1. For purposes of the Contract, "Confidential Information" means any financial, and/or business information connected with, arising out of or relating to the Parties, including without limitation oral and written information, books and records, financial statements, business plans, confidential memoranda, technical data, know-how, formulae, processes, designs, photographs, drawings, specifications and any other material relating to the products, processes or business of the Parties, which has been made available by one Party (the "Disclosing Party") to the other Party (the "Recipient") whether in writing, visual or machine readable form (including by fax and other forms of electronic transaction) or orally.

10.2. Except as expressly otherwise provided:

- a) the Recipient shall keep the Confidential Information secret and confidential and shall not, without the prior written consent of the Disclosing Party, disclose any of it to any person which is directly concerned with the Service, included the Personnel; and
- b) the Recipient shall only use the Confidential Information of the Disclosing Party solely in connection with the performance of the obligations under the Contract.

10.3. The Recipient shall not be obligated to maintain in confidence:

- a) Information which is, or subsequently may become, generally available to the public as a matter of record through no fault of the Recipient;
- b) Information, which the Recipient can prove with documentary evidence, was previously known to it at the time of receipt;
- c) Information which may subsequently be obtained lawfully by the Recipient from a third party who has obtained the information through no fault of the Recipient, provided that such third party is not bound by a confidentiality agreement or a duty of confidentiality with respect to such information;
- d) Information that may subsequently be developed by the Recipient provided that such information was developed independently of any disclosure from the Disclosing Party.

## 11. FORCE MAJEURE

11.1. Galileo Inspectorate shall be not liable for any omission, failure or refusal to perform or any other default under the Contract where such omission, failure, refusal or other default is caused by a Force Majeure event, provided that Galileo Inspectorate

has used reasonable efforts to remedy the effects of such event and to carry out its obligations under the Contract in any other way that is reasonably practicable.

11.2. Galileo Inspectorate shall inform the Client if it becomes aware of a Force Majeure event that is occurring or likely to occur. If Galileo Inspectorate is affected by a Force Majeure event, it shall have no obligation to the Client to perform its obligations under the Contract during the Force Majeure event and/or while the resulting inability to perform its obligations continue.

## **12. GOVERNING LAW AND JURISDICTION**

12.1. This Contract shall be construed in accordance with and be governed by the laws of the Republic of Italy.

12.2. Any dispute or difference arising out of the execution of the Contract, will be settled by amicable negotiations between the Parties and, failing to reach an agreement, the dispute shall be subject to the exclusive jurisdiction of the Courts of Rome, Italy.

## **13. MISCELLANEOUS**

13.1. Galileo Inspectorate and its Partners will carry out the Service at the best of their skills and knowledge, accepting claims and recourses from the Client or whichever entitled Parties, only if the claim or the recourse is notified within 30 days starting from the date on which the fact causing the claim or the recourse occurred. Claims and recourses can be notified in written by means of e-mail at the following e-mail address: [info@galileoinspectorate.com](mailto:info@galileoinspectorate.com).

13.2. In case of claim or recourse, Galileo Inspectorate will verify with the Client the relevant facts and, if possible, will put in action the agreed solutions to solve the claim or the recourse.

13.3. If any of the clauses of the Offer or of these General Conditions are fully or partially proven to be illegal or not applicable for whichever reason, the remaining clauses and the remaining applicable parts remain valid.