# GENERAL PURCHASE CONDITIONS

1. **Scope of application**: these general conditions of purchase are intended to uniformly regulate contractual relationships with suppliers from whom CNR purchases goods and/or services in application of the laws and regulations. The supplier's conditions of sale will in no case be applicable to contractual relationships with CNR, even if they were referred to in any document originating from the supplier itself.
2. **Delivery**: to the destination.
3. **Duration**: the supply must be delivered and installed within 30 calendar and consecutive days from the date of signing of this contract, at the office indicated on the previous page.
4. **Subcontracting**: in the event of subcontracting, the provisions of art. 119 of the Contracts Code apply. It is also specified that when requesting authorization for subcontracting, the subcontractor is required to communicate the data of the beneficial owner and whether or not it must hire new personnel to perform the activities to be subcontracted.
5. **Advances, invoicing and payment**: no advance payment may be made in the case of contracts for supplies and services to be performed immediately or whose execution cannot, by their nature, be regulated by a specific time schedule or whose price is calculated on the basis of actual consumption, as well as services which, by their nature, require intellectual performance or which do not require the provision of equipment or materials. For services and supplies not included in these cases, an advance payment of 20% may be made. The provision of the advance is subject to the establishment of a bank or insurance surety bond of an amount equal to the advance plus the legal interest rate applied to the period necessary to recover the advance according to the time schedule of the service, issued by banks authorised pursuant to Legislative Decree no. 1993 of 1 September 1993. 385, or insurance companies authorised to cover the risks to which the insurance refers and which meet the solvency requirements set out in the laws governing their respective activities. The guarantee may also be issued by financial intermediaries registered in the register of financial intermediaries referred to in Article 106 of Legislative Decree 1 September 1993, no. 385. For contracts that provide for payments by stages of progress, an intermediate payment is provided (state of progress of the service - SAP) equal to 20% of the contractual price to be paid to the successful tenderer, subject to the issuance of an invoice, following the submission of a report on the state of progress. The provision of this intermediate payment, in cases where it does not correspond to a service rendered (i.e. in cases other than service contracts), is subject to the establishment of a bank or insurance surety bond of the same amount, having the same characteristics as that required for the advance.

Payment will be made within 30 days from the date of the certificate of proper execution, upon presentation of the invoice, drawn up in accordance with current legislation, containing, under penalty of rejection, the order number (corresponding to the registration number in the protocol), the CIG, the CUP and the following wording “**\_\_\_\_\_**”, without prejudice to the legal checks required before payments are made. In the case of payments for SAL, there is an obligation to include in the various SAL a detailed description of the fulfillment of the conditions imposed by compliance with the DNSH principles.

1. **Penalties**: for each natural and consecutive day of delay with respect to the terms provided for the execution of the contract referred to in art. 8, a penalty equal to 1‰ (one per thousand) of the contractual amount will be applied, net of VAT and any costs relating to safety in the workplace arising from interference risks. In supply contracts, in the event that the first conformity check of the supply has an unfavourable outcome, penalties will not be applied; however, if the Successful Bidder does not make the supply available again for the conformity check within 20 (twenty) natural and consecutive days following the first unfavourable outcome, or the conformity check is again negative, the penalty referred to above will be applied for each calendar day of delay. Pursuant to art. 47, paragraph 6 of Legislative Decree 77/2021, converted into Law 108/2021, a penalty calculated on a daily basis equal to 1‰ (one per thousand) of the total net contractual amount will be applied in the event of a delay in delivering the certification and the report clarifying the fulfillment of the obligations set out for companies by Law 12 March 1999, no. 68 with respect to the expiry of six months from the conclusion of the Contract (for operators required to do so). Violation of the obligation referred to in paragraph 3 of art. 47 of Law 108/2021 also determines the impossibility for the economic operator to participate, individually or in a temporary grouping, for a period of twelve months in further procurement procedures relating to public investments financed, in whole or in part, with the resources provided for by Regulation (EU) 2021/240 of the European Parliament and of the Council of 10 February 2021 and by Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021, as well as by the PNC. In the event that the amount of the applicable penalties exceeds the amount equal to 20% (twenty percent) of the contractual amount, net of VAT and any costs relating to safety in the workplace arising from interference risks, the Entity will terminate the contract to the detriment of the Successful Bidder, without prejudice to the right to compensation for any further damage suffered.
2. **Traceability** **of financial flows**: the supplier assumes all obligations of traceability of financial flows pursuant to art. 3 of Law 136/2010 and subsequent amendments. Failure to use bank or postal transfers or other collection or payment instruments suitable for allowing full traceability of transactions constitutes grounds for unilateral termination of the contract. The supplier undertakes to allow the Administration to carry out the verification pursuant to paragraph 9 of art. 3 of Law 136/2010 and subsequent amendments and to immediately inform the Administration and the Prefecture-UTG of the province where the Administration is based of the news of the failure of its counterpart (subcontractor/subcontractor) to comply with the obligations of financial traceability.
3. **Termination of the contract**: in compliance with the provisions of art. 122 of Legislative Decree 36/2023 and subsequent amendments, the Contracting Authority will terminate the contract in the cases and with the methods provided therein. For anything not provided for in this paragraph, the provisions of the Civil Code regarding non-fulfilment and termination of the contract shall apply. In any case, it is agreed that the Contracting Authority, without the need to previously assign any deadline for fulfilment, may terminate the contract by right pursuant to art. 1456 of the Civil Code, upon notification to be sent to the Successful Bidder via certified email in the following cases:
   1. failure to reinstate the security deposit, if any, within 10 (ten) working days of receipt of the relevant request by the Contracting Authority;
   2. in the cases referred to in the points of this contract relating to:
      1. Penalties;
      2. Duties and obligations of the Contractor;
      3. Safety at work;
      4. Prohibition of assignment of the contract.
4. **Withdrawal from the contract**: the Contracting Authority, pursuant to the provisions of art. 123 of Legislative Decree 36/2023, has the right to withdraw from the contract at any time upon payment of the services relating to the supplies or services performed, equal to the value of the useful materials in stock, plus one tenth of the value of the services not performed or supplies not delivered. For the methods and procedures for exercising the right of withdrawal and for the evaluation of the tenth, reference is made to the aforementioned art. 123 of Legislative Decree 36/2023 as well as to art. 11 of Annex II.14 to Legislative Decree 36/2023.
5. **Compliance with laws, regulations, national collective labor agreements, accident prevention and workplace hygiene regulations**: the personnel employed in the services/supplies covered by this contract are subject to the national and territorial collective agreement in force for the sector and the area in which the services are performed, stipulated by the most representative employers' and workers' associations at national level and the one whose scope of application is strictly connected to the activity covered by the contract carried out by the company even in a prevalent manner.

The obligation remains even after the expiry of the aforementioned collective agreements and until their replacement. The contractor who applies a different collective agreement must guarantee the same protections to workers. The aforementioned obligations bind the contractor, even if it is not a member of the stipulating associations or withdraws from them and regardless of the artisan or industrial nature of the structure or size of the Company itself and of any other legal, economic or trade union qualification, including the cooperative form. The contractor is also required to comply with and apply all the rules relating to compulsory and accident prevention, social security and welfare insurance, with respect to its own employees and worker members in the case of cooperatives. At the request of the contracting authority, the contractor must certify the application of the remuneration treatment provided for by the CCNL of sector companies and by the territorial supplementary agreements, to the workers, including worker members in the case of a cooperative, employed in the contract. The contracting authority reserves the right to verify, at any time, the regularity of the fulfillment of the obligations relating to the payment of mandatory contributions pursuant to the law. The contracting authority verifies, for the purposes of payment of the instalment of the consideration, compliance with such obligations by the contractor. The contracting authority reserves the right to verify, even directly, compliance with the provisions regarding compulsory insurance by law. For non-compliance with contributions or remuneration, paragraph 6 of art. 11 of the Code.

1. **Contractual changes:** the contracting authority may modify the procurement contract in accordance with the provisions of art. 120 of the Public Contracts Code.
2. CAMPO.VERIFICA.CONFORMITA.ENG campo conformita
3. **Prohibition of assignment**: the assignment of the contract is prohibited pursuant to art. 119, paragraph 1 of Legislative Decree 36/2023 and subsequent amendments. With regard to corporate restructuring, which entail succession in pending relationships concerning the Successful Bidder, the provisions of art. 120, paragraph 1, letter d) of Legislative Decree 36/2023 and subsequent amendments shall apply. The Successful Bidder is required to promptly notify the Contracting Authority of any changes in the ownership structure and organizational structure.
4. **Competent court**: the competent Regional Administrative Court for the territory shall have jurisdiction over disputes arising from this contract, with arbitration being expressly excluded.

*This order letter is signed by each Party, with a digital signature valid on the date of affixing the same (in the case of a foreign E.O., a holographic signature is accepted with a valid identity document attached) and stipulated by correspondence according to commercial usage, i.e. it consists in the exchange of "commercial" letters by certified email or by electronic platform. The registration tax will be due in case of use pursuant to Presidential Decree 131/1986.*