

File no. / ...

Contract no. date ... / ... /

(Company name)

.....

(Address)

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.....

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Tax Code

.....

VAT Code

.....

...

PEC (certified email)

.....

...

**Re: SUPPLY CONTRACT - Supply of laser systems for PIV, PLIF and
Rayleigh Thermometry, in combustion environments, at Sesta Lab – CIG
(tender reference number): 72055743C5 - CUP (Procedure ID code):
D86G17001800003.**

With reference to our tender no. and to your technical and financial offer
no. of, and in application of Sole Administrator Resolution no.
of ... / ... /, we hereby award you, in the name and on behalf of Co.Svi.G. -
Consorzio per lo Sviluppo delle Aree Geotermiche S.c.r.l. (Consortium for

Geothermal Area Development) (Hereinafter referred to as "Co.Svi.G.") - the present Contract, subject to the contractual conditions described below.

1. SCOPE OF THE CONTRACT

The purpose of this Contract is the **supply of laser systems for PIV, PLIF and Rayleigh Thermometry, in a combustion environment, at Sesta Lab.**

The type of material to be supplied and the methods of supply themselves are described in this letter and in the documents described in the following paragraph, which are then well known to you.

The contents of these documents, which the Contractor recognises as sufficient in determining the subject of the supply Contract, are by way of non-limiting example only. Therefore, even if not expressly indicated, they must be understood to include all that is necessary to carry out completely and to rule of arts the subject of the contract, in all its parts and for its intended purpose, which the Contractor declares to know fully.

1.1. CONTRACT DOCUMENTS

The Contract is made up, in a single and indivisible unit, of the following documents:

- A. This order letter;
- B. Letter of acceptance;
- C. Economic offer;
- D. Technical offer;
- E. Technical specifications and technical attachments.

In the case of non-conformity or disagreement between the contractual documents above, the content of each document takes priority over the following document, according to the order in which they are listed above.

Any waivers contained in one document with regard to another that precedes it in the list above are valid only if expressed with precise reference to the waived norm.

Where, in the documents listed above, there is written “from the signing of the contract” or “ from the signing of the agreement”, this is understood to mean “from the date of acceptance of the Contract”.

1.2. CONTRACTOR ADMINISTRATIVE AND TAX DETAILS

The Contractor details are as follows:

- Company name:
- Registered address:
- VAT Code:
- Tax Code:
- Tel:, Fax:, Email:,
Certified Email:

2. SUPPLY EXECUTION AND CONTRACTOR OBLIGATIONS

The supply methods execution are detailed in the Technical Specifications. It is to be highlighted that the attached Technical Specifications includes a list of the minimum technical and application specifications that the contractor is obliged to guarantee in the execution of all services.

The technical offer defines the additional specifications that the contractor is obliged to implement.

The Supply also includes the commissioning of systems and any training, as required by the Technical Specifications.

2.1. SHIPPING AND DELIVERY

Postage paid, unloading and anything else specified in the Technical

Specifications.

Transport must be protected by an All Risks insurance policy with liability limit equal to the value of this contract. In the event that the supply was delivered in a damaged condition, Co.Svi.G. shall return it to the sender, at the expense of the contractor, who shall arrange at his own expense for it to be restored/repared. At the same time, Co.Svi.G. may apply sanctions for late delivery, under Art. 11 below, proceed to the forfeiture of the deposit, under Art. 10 below, or, in the case of the Company's failure to resolve the problem within the deadline set by Co.Svi.G., termination of the Contract for non-fulfilment, including reporting the case to ANAC (National Anticorruption Association), according to law.

The supply in relation to this Contract is understood to be DDP (Delivered Duty Paid, in accordance with Incoterms, latest edition) to our recipient unit, indicated as follows:

- Sesta Lab, S.P. 35 Km 2,7 - 53030 Radicondoli (SI). [Sesta Lab Map](#).

Before proceeding with shipping, the Director of Contract Execution (DEC) must be contacted, pursuant to Art. 5 of this Contract.

3. SUBCONTRACTING

All the services in this contract can be subcontracted, up to a maximum of 30% (thirty percent) of the total value of the contract, to economic operators suitably qualified pursuant to Art. 105, Par. 2 of Legislative Decree 50/2016 and subsequent additions and amendments.

In order to subcontract, the Contractor must have indicated the services (or parts of services) he intends to subcontract in the tender documents, in accordance with that provided for by Art. 105 of Legislative Decree 50/2016 and subsequent

additions and amendments (in particular, see Par. 4, letter b). If this is not the case, Co.Svi.G. shall be unable to authorise any subcontract.

Where the conditions envisaged under Art. 105, Par. 13 of Legislative Decree 50/2016 and subsequent additions and amendments (please see) do not occur, payments for the services undertaken by subcontractors shall be paid by the Contractor. Where, however, the conditions envisaged under Art. 105, Par. 13 of Legislative Decree 50/2016 and subsequent additions and amendments exist, the payments due to the subcontractor shall be paid directly by Co.Svi.G. (in this case, the Contractor must inform the RUP (Unique Responsible of Procedure) of the part of the services performed by the subcontractor, specifying the corresponding total sum, and attaching a justified payment proposal).

It is to be remembered that, pursuant to Art. 105, Par. 4 of Legislative Decree 50/2016 and subsequent additions and amendments, Co.Svi.G. shall be unable to authorise the subcontract in the event that the subcontractor participated in the tender procedure. For the remainder, see the provisions of the cited Art. 105.

4. SINGLE INSURANCE CONTRIBUTION PAYMENT CERTIFICATE (DURC)

All payments are dependent on the regularity of the DURC; in the event of irregularity of even just one DURC, Co.Svi.G. reserves the right to suspend, either all or in part, the payment of the amounts related to the states of subsequent accounting advancement (as well as activating the procedure for reporting the occurrence to the relevant authorities), until the non-fulfilment has been resolved, with no rights on behalf of the Subcontractor to compensation or reimbursement from Co.Svi.G., nor the maturing of interest or other.

The provisions of Art. 30 of Legislative Decree 50/2016 and subsequent additions and amendments are to be applied, as envisaged by Art. 9.1 of this Contract.

Self-employed workers and companies without employees do not fall into the categories subject to the DURC obligation.

5. REPRESENTATION

Co.Svi.G., which assumes the role of Director of Contract Execution (DEC), is represented in person by:

- Guido Galgani, g.galgani@sestalab.com; +39 0577 1698538.

The DEC is therefore assigned the task, in support of the RUP, of:

- a) checking the conformity and proper execution of supply in relation to that requested;
- b) Performing cross-checks prior to invoicing and issuing the relative Certificate of Payment;
- c) monitoring the full compliance of the Contractor with all the provisions included in this Contract.

Please refer, in any case, to further discretion and obligations as foreseen by law.

The representative for administrative issues and payments is Paola Boddi (p.boddi@cosvig.it).

Before the start of the activities covered by this Contract, the Contractor must provide the indicated Co.Svi.G. representatives with the name of his own representative and replacement, who, in the absence of the former, is authorised to take his place.

The Contractor Representative and his replacement are responsible for the technical and administrative management of the supply described in this Contract and must have been awarded due mandate and possess adequate technical expertise and full knowledge of all the clauses of this Contract.

Should the Contractor change his representation during the execution of the

Contract, he must notify the Director of Contract Execution of the new name in writing.

6. DURATION OF THE CONTRACT

This Contract will expire following the acceptance test and completion of the supply, within and no later than **98 (ninety-eight) consecutive calendar days** from the date of finalising the contract (or advance delivery).

7. CONTRACT VALUE

The total sum of the Contract is of € (...../00 euro), excluding VAT.

The supply in question shall be paid for using the methods outlined in Art. 9.1 below.

7.1. CONTRACT PRICE

The total sum as stated in the attached “Economic Offer” includes and pays for all liabilities deriving both from operating in compliance with the provisions of this Contract, and from existing legislation and of applicable safety standards.

The payment for this tender is to be subjected to Value Added Tax.

The Contractor declares to have judged the base tender base amount gainful and such as to have allowed the offer made, which was determined to his complete satisfaction, based on calculations made in his best interests.

The contract is drafted fully as a “lump sum”, pursuant to Art. 3, Par. 1 of the Contracts Code and to Art. 43, Par. 6 of Presidential Decree no. 207 or 2010 and subsequent additions and amendments, thus the contract price remains fixed and invariable and no subsequent verification of the measurement or value attributed to the quantity and quality of said services may be invoked by either of the contracting parties.

7.2. ECONOMIC APPRAISAL OF AMENDMENTS

The Contractor is obliged to undertake any amendments requested, where needed, by Co.Svi.G. In compliance with the provisions of Art. 106 of Legislative Decree 50/2016 and subsequent additions and amendments.

During the performance of activities, Co.Svi.G. has the right to request amendments to the services as compared to those indicated in this Contract.

In any case, all new services requested and approved by Co.Svi.G. must be performed according to the terms and methods indicated in this Contract.

No Contract variation or modification may be introduced by the executing party without prior approval from Co.Svi.G., in compliance with the conditions and limitation established by Art. 106 of Legislative Decree 50/2016 and subsequent additions and amendments.

Modifications without prior authorisation shall not give rise to unforeseen payments or refunds and, where deemed appropriate by Co.Svi.G., may lead to the restoration of the original pre-existing situation, at the expense of the executing party, according to the provisions of the Director of Contract Execution (DEC).

8. ACCEPTANCE OF SERVICES, INVOICING AND RESERVATIONS

8.1. ACCEPTANCE OF SERVICES

Invoicing by the Contractor shall be subject to prior supply conformity checks and approval by Co.Svi.G.

All the accounting verifications will be cross-examined; in the event that the Contractor refuses to participate in calculations and verifications or to sign verification documents, Co.Svi.G. shall proceed independently.

In the event that, during cross-examinations, Co.Svi.G. discovers any defects

and/or non-conformities, the Contractor is obliged to undertake, under his responsibility and at his expense, all that is necessary to eliminate said defects and/or non-conformities.

Where the quality of the services of the Contractor are revealed to be inferior to that required, in the case of acceptance of such services, prices shall be reduced accordingly , as compared to those in the present Contract.

8.2. INVOICING

Before issuing each invoice, the Contractor must request a Certificate of Payment (approval of invoicing by Co.Svi.G.) from the DEC. This approval shall be issued subject to Co.Svi.G. after undertaking any checks provided for by law or by the Contract for the purpose of ascertaining the conformity and proper execution of the provision of supplies.

The invoices issued must be addressed to:

- Co.Svi.G. S.c.r.l., Via Tiberio Gazzei 89, 53030 Radicondoli (SI), VAT Code: 00725800528.

Invoices must be sent via certified email (PEC) to posta@pec.cosvig.it. Any invoices that do not arrive via PEC shall be ignored.

As well as the details of this Contract, invoices must include the following information:

- the IBAN (International Bank Account Number) of the dedicated current account, as outlined under Art. 9.1 below;
- tender reference number (CIG).

Should the invoices received be composed in a manner different from that described in this article, they shall not be accepted.

Electronic invoicing is not permitted.

8.3. RESERVATIONS

Any reservations that the Contractor intends to make for whatever reason must be reported in a timely manner and, in any case, completed, under penalty of forfeiture, with official communication sent via PEC, registered signed-for delivery mail or by hand.

In the case of resolving reservations, their acceptance shall be formalised in a dedicated document.

9. PAYMENTS AND TRANSFER OF RECEIVABLES AND OF THE CONTRACT

9.1. PAYMENTS AND TRACEABILITY OF CASH FLOWS

Once the invoices issued according to the methods described in Art. 8.2 above have been received, payments to the Contractor shall be made as follows:

a) At the acceptance of the present contract, the Contractor will be awarded an advance payment of 20% of the price accepted in this Contract. Issue of this advance payment is subject to the establishment of a bank or insurance guarantee for the sum paid in advance increased by the legal interest rate applied for the period required to recover the advance payment (that Co.Svi.G. shall withhold in the case of failure to complete the supply).

b) The remaining 80% shall be paid to the Contractor upon final delivery, following acceptance testing.

These payments shall be made via bank transfer to the Contractor with a fixed currency for the beneficiary, within the deadline of 60 (sixty) days from the date of receiving the end-of-month invoice, without prejudice in any case to any checks required by law or under this Contract for the purpose of ascertaining conformity of the services provided according to the contract to be performed within the aforementioned deadline.

For the purposes of payment, Co.Svi.G. shall acquire the Contractor's Single Insurance Contribution Payment Certificate (DURC).

In the event of non-fulfilment of insurance contributions, that outlined under Art. 30, Par. 5 of Legislative Decree 50/2016 and subsequent additions and amendments shall apply; whereas, in the event of late payment of staff wages, Par. 6 of the same article shall apply.

In any case, if payment exceeds 10,000.00 euro, it is subject to checks that the beneficiary fulfils his obligation in terms of tax demands.

The Contractor assumes all obligations under Art. 3 of Law no. 136 of 13 August 2010 and subsequent additions and amendments.

Therefore, in compliance with the aforementioned Art. 3 of Law no 136/2010:

- a) The Contractor shall use the dedicated current bank account as indicated above;
- b) all financial movements relative to payments to the Contractor must be undertaken exclusively via bank or postal transfer to dedicated current accounts, as described in Art. 3, Par. 4 of the same Law no. 136/2010;
- c) every payment must include the CIG code indicated in the Contract;
- d) the Contractor is obliged to forward the details of the dedicated current account described above to Co.Svi.G. within seven days of its activation or, in the case of already existing current accounts, from their first use in financial transactions relating to this Contract, as well as, within the same deadline, the details and tax code of the person appointed to manage the account;
- e) any variation to the indications, conditions, methods or persons outlined in the paragraphs above must be reported immediately by the Contractor to Co.Svi.G., which shall otherwise be exempt from any liability;

f) all the preceding clauses must be included in any subcontracting agreements;

g) In the case of the breach of even one of the obligations under Art. 3 of Law no. 136/2010 and subsequent additions and amendments or under letters a), b), c), d), e) and f) above, this Contract shall be understood to be legally rescinded to immediate effect , pursuant to and in accordance with Art. 1456 of the Italian Civil Code.

9.2. TRANSFER OF RECEIVABLES AND OF THE CONTRACT

The transfer of receivables is disciplined by Art. 106, Par. 14 of Legislative Decree 50/2010 and subsequent additions and amendments, as well as by Law no. 52 of 12.02.1991 and by Art. 1260 of the Civil Code, without prejudice to the right of Co.Svi.G. to oppose such transfer.

The Contractor must provide the assignee with the number of the dedicated current account, even not exclusive to this Contract, in which to receive, from the same assignee, advance payments. These payments must be made via bank or postal transfer or with other tools suitable to enabling the traceability of transactions with indication of the allocated CIG tender reference number.

Co.Svi.G. shall pay the assignee for the services outlined in this Contract exclusively to the dedicated bank or postal account/s as indicated by the assignee.

The transfer by the Contractor, even in part, of this Contract is forbidden, unless expressly authorised by Co.Svi.G.

10. GUARANTEES AND INSURANCE

10.1. DEFINITIVE GUARANTEE

The Contractor guarantees the proper execution and full efficiency of the scope of this contract in its entirety and in all of its activities.

The Contractor undertakes, therefore, to repeat, under his responsibility and at his expense, any supply that, in the irrevocable opinion of Co.Svi.G., should prove to be performed incorrectly or that suffers any damage whatsoever, including during transport and delivery.

The Contractor undertakes to guarantee the full supply for 24 months from the date of its acceptance.

Pursuant to Art. 103, Par. 1 of Legislative Decree 50/2016 and subsequent additions and amendments, the Contractor is obliged to acquire a due guarantee for ...% of the total sum of the services, equivalent to € (...../... **euro**).

The guarantee must display the signature of an individual authorised to issue the guarantee on behalf of the insurance institution, bank, firm or company and must include the express waiver of the right to enforce prior payment by the principal debtor, waiver of the exception under Art. 1957, Par. 2 of the Civil Code, as well as the guarantee activation (validity, effectiveness) within 15 (fifteen) days, upon the simple written request of Co.Svi.G.

The total sum of the guarantee is reduced, pursuant to Art. 93, Par. 7 of Legislative Decree 50/2016 and subsequent additions and amendments, in the event of possession of the certifications according to the same paragraph of the same decree. Therefore, upon presentation of the guarantee, the Contractor is obliged to attach compliant copies of any certifications held.

The security deposit is made as a guarantee of fulfilment of all the obligations of the Contract and of compensation for damages caused by the possible non-fulfilment of said obligations, as well as for guarantee of the reimbursement of overpayments to the company with respect to the final settlement, without

prejudice to any rights to claim compensation for greater damages.

The security deposit must provide expressly for the waiver of the right to enforce prior payment by the principal debtor, waiver of the exception under Art. 1957, Par. 2 of the Civil Code, as well as the guarantee activation (validity, effectiveness) within 15 (fifteen) days, upon the simple written request of Co.Svi.G.

Failure to provide a guarantee implicates the revocation of the awarded contract by Co.Svi.G.

The guarantee covers expenses incurred for non-fulfilment or incorrect fulfilment of the Contract up to the issue of the Provisional Acceptance Test.

Co.Svi.G. has the right to withhold the security deposit for any increased costs incurred for the completion of the services in the case of a contract termination measure, adopted in charge to the Contractor. Co.Svi.G. has the right to withhold the security deposit to pay for that owed by the Contractor) for non-fulfilment due to the non-compliance with standards and provisions of collective employment agreements, laws and regulations on the protection, insurance, support and physical safety of workers operating on the work site.

The guarantee shall be returned immediately in the event that, during the contract, it has been withheld, fully or in part, by Co.Svi.G. and, in case of non-compliance, the guarantee is returned as part of the payments to be made to the company. In the case of amendments to the contract due to subsequent acts of submission, the same guarantee must be updated to the amended total sum and may be reduced only in the event of the reduction of the amounts in the contract.

The final security deposit is progressively eliminated pursuant to Art. 103, Par. 5

of Legislative Decree 50/2016 and subsequent additions and amendments.

10.2. INSURANCE

The Contractor assumes the full responsibility at his exclusive expense for personal injury and damage of any kind, caused or suffered directly or indirectly by him or his employees, relieving completely and indemnifying Co.Svi.G. of and from any liability whatsoever, even indirect, as well as of/from any kind of duty and/or obligation to this regard.

The Contractor must, in any case, indemnify Co.Svi.G. from any claim made by third parties, should it fail to comply fully or in part with the obligations above.

The Contractor undertakes, furthermore, to provide compensation to Co.Svi.G. for any personal injury and damage it suffers, directly or indirectly caused by the Contractor and/or his employees.

The Contractor shall be responsible for the damage caused to persons or things by him or by his employees due to failures, negligence, lack of due care, incompetence, non-compliance with regulations or provisions issued by Co.Svi.G.

The Contractor is therefore obliged to take out an All Risks insurance policy on the transport of the supply covered by the tender, with a limit of liability equal to the contract value of the reference lot.

11. PENALTIES AND TERMINATION OF THE CONTRACT

The final security deposit outlined in Art. 10.1 above shall constitute a guarantee of the correct fulfilment of the contract terms and conditions by the contractor and, therefore, he must pay the following penalties, with no prejudice to the right of Co.Svi.G. to further compensation for damages exceeding the amount guaranteed by the security deposit.

In the event of non-compliance with the contract terms of delivery, following

official convocation of the Contractor, and as long as the delay does not depend on causes of force majeure, reported in a timely manner and duly documented, the Contractor shall be charged, for every day of delay, a penalty of 1% (one percent) of the total Contract value, up to a maximum of 10% (ten percent) of the Contract value, upon reaching which Co.Svi.G. shall have the right, pursuant to Art. 1456 of the Civil Code, to avail itself of the termination clause of the Contract without this giving the Contractor the right to any form of compensation.

In particular, delay is also understood to mean the time required to repeat the provision of supplies not performed to the rule of art and identified as such at the moment of acceptance.

Delay is also understood to mean the case in which the Contractor performs the supply in question in a way that, even only partially, does not conform to the provisions outlined in the Letter of Order.

In this case, Co.Svi.G. shall apply the aforementioned penalty to the Contractor until the date on which the supply begins to be performed in effective conformity, with no prejudice to any compensation for further damages.

Where it detects any non-fulfilment in the execution of this Contract that match with the application penalties criteria, Co.Svi.G. shall notify the Contractor in writing of the non-fulfilments identified with indication of the relative penalty to be applied, with the obligation of the Contractor to present any rebuttal arguments within 5 days of receipt of said notification.

In the case that the Contractor fails to reply or do not prove that the non-fulfilment is not attributable to him, Co.Svi.G. shall apply the penalties according to this Contract, starting from the date of non-fulfilment and until the relative

service has been successfully completed.

In the event that Co.Svi.G. ascertains existing and valid justifications for any rebuttal argument presented by the Contractor, it shall not proceed with the application of penalties and shall provide a new deadline for the execution of the services in question, of which failure to meet shall give rise to the application of penalties.

The application of penalties is without prejudice to the right of Co.Svi.G. to obtain supplies that are up to standard; the right of Co.vi.G. to demand compensation for greater damages is in any case without prejudice, therefore payment of the penalty may also be made by deducting the amount from payment due from Co.Svi.G.

The Contractor is obliged to follow the instructions and directives provided by Co.Svi.G. for commencing execution of the Contract; should the economic operator fail to fulfil his operations and thus fail to meet the required delivery deadlines, the contracting body has the right to apply penalties and, as a last resort, terminate the Contract.

As well as in the specific cases expressly provided for by the preceding and following articles, Co.Svi. G. reserves the right to terminate this Contract, pursuant to and in accordance with Art. 1456 of the Civil Code in the further grounds for termination under Art. 108 of Legislative Decree 50/2016 and subsequent additions and amendments. 50/2016 and subsequent additions and amendments.

11.1 TERMINATION

Co.Svi.G. reserves the right, at any time, to terminate the Contract for unexpected motives of public interest, pursuant to and according to the methods

under Art. 109 of Legislative Decree 50/2016 and subsequent additions and amendments.

It is forbidden for the Contractor to terminate the Contract.

12. INTELLECTUAL PROPERTY - DATA CONFIDENTIALITY AND PROTECTION

All the elements that Co.Svi.G. makes available for the purposes of this Contract, as well as the documents, information, knowledge, however collected, developed and processed as part of this Contract, in addition to having to be used exclusively for the purposes of execution of said contract, are confidential and cannot be distributed, with the exception of the case in which the Contractor has to comply with legal obligations or at the request of Public Authorities, which cannot legitimately be refused. Information distributed by Co.Svi.G. or that originate from documents of public knowledge are excluded from the obligation of confidentiality.

The Contractor shall also be responsible for the behaviour of the individuals he employs to carry out contract activities.

The Contractor is obliged to fine tune and attend the logical and physical data security measures that guarantee the protection of said data from destruction, manipulation, unauthorised access or copying and to return to Co.Svi.G., at the date of lapsing of this Contract, all of the data, documents and information provided or in any case possessed for the purposes of undertaking the contract activities and to destroy all copies and records, unless otherwise authorised by Co.Svi.G. in writing.

The obligations deriving from this article will persist even after the expiry of this Contract or its dissolution for any reason.

In the case of failure to comply with these confidentiality obligations, Co.Svi.G. has the right to terminate this Contract pursuant to and in accordance with Art. 1456 of the Civil Code, without prejudice to the right of Co.Svi.G. to compensation for resulting damages.

13. PERSONAL DATA PROTECTION

Pursuant to and in accordance with Art. 13 of Legislative Decree no. 196 of 30/6/2003 and subsequent additions and amendments (Personal Data Protection code), the personal data that is acquired within the scope of the assignment of this order is collected and processed in automated and paper form for the purposes related to the drafting and management of the Contract, as well as for the promotion of commercial services, or to fulfil legal obligations. This data will be preserved for the duration of the Contract and following its lapse for a period of time not exceeding the deadlines provided for by existing legislation.

To this regard, it is to be noted that:

- the acquisition of all the data requested from time to time for purposes relating to the drafting and management of the Contract is presumed to be essential to establishing and developing the relationships indicated above, whilst the provision of data for the purposes of promoting commercial services is voluntary;
- the personal data collected, as well as that processed, shall be forwarded to the companies under the direction and coordination of Co.Svi.G. and shall not be forwarded/distributed to third parties beyond the cases permitted by law;
- the Contractor has the discretion to exercise his rights with regard to the existence and processing of his own personal data, as established under Art. 213 of Legislative Decree 50/2010. The data controller of the data in

question is Co.Svi.G. S.c.r.l. - Via Tiberio Gazzei 89, 53030 Radicondoli (SI).

14. REFERENCE REGULATIONS AND COMPETENT COURT

For that not expressly provided for in this Contract, reference is made to applicable legislation and other existing regulations and in particular:

- Legislative Decree 50/2016 and subsequent additions and amendments. “New Code of Public Contracts for Works, Services and Supplies” and subsequent additions and amendments;
- Legislative Decree 56/2017 “Additional and corrective provisions to Legislative Decree no. 50 of 18 April 2016”;
- Presidential Decree 207/2010 and subsequent additions and amendments. “Regulation of the execution and implementation of the Code of Public Contracts for Works, Services and Supplies” and subsequent additions and amendments, for the parts still in force;
- Regional Law 38/2007 “Regulations on Public Contracts and Related Provisions on Work Safety and Regularity” and subsequent additions and amendments;
- “Implementing Regulations” of Regional Law 38/2007, approved with Decree of the President of the Regional Council 30/R of 27/05/2008 and subsequent additions and amendments.
- Law no. 241 of 07/08/1990.
- ANAC (National Anticorruption Association) Guidelines, directives and opinions.
- Civil Code.

For any dispute arising between the parties deriving or relating to this Contract, where Co.Svi.G. is plaintiff or defendant, the competent court shall be the Court

of Siena, with the express dispensation of any other.

Arbitral jurisdiction is excluded.

15. TAXES

All the taxes, fiscal rights and liabilities in relation to the content of this Contract are to be paid by the Contractor, with the exception of those that are charged to Co.Svi.G. under law.

In particular, the **stamp duty** must be duly paid (in paper or electronic format, as permitted by regulations in force), affixing a revenue stamp for **€ 16.00 every 4 sides** of this Letter of Order.

16. FINALISATION OF THE CONTRACT

In order that the Contract may be deemed finalised and effective, you must send the following to the certified email contratti@pec.cosvig.it, within 10 days of receiving this Letter of Order:

- a) this Letter of Order, complete with revenue stamps as described in the previous paragraph, signed digitally by your Legal Representative in acknowledgement of its full acceptance.
- b) the attached Letter of Acceptance, completed and signed digitally by your Legal Representative.
- c) document proving the provision of the Definitive Guarantee described under Article 10.1 above, signed digitally by your Legal Representative.

It is agreed between the parties that the digital signature by the Contractor of this Letter of Order and of the attached Letter of Acceptance signifies the Contractor's expression of his voluntary consent to the processing of his personal data and express and unconditional acceptance of all the documents and clauses included as part of this Contract.

Should the Contractor fail to present these documents within the deadline stated above, Co.Svi.G. reserves the right to withdraw the Contract.

Should the declarations signed by the Contractor under his own responsibility and delivered to Co.Svi.G. be revealed to be inaccurate and/or false, the Contract shall be understood to be automatically terminated due to non-fulfilment by the Contractor, pursuant to Art. 1456 of the Civil Code.

It is understood that, in addition to the cases already established of termination of this Contract, Co.Svi.G. reserves the right to termination, should situations emerge, at any time, which form an impediment to the contract under existing legislation.

Yours sincerely,

In the name and on behalf of Co.Svi.G.,

Sole Administrator

Piero Ceccarelli