



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Article 1: Premises.

- 1.1 These General Terms and Conditions of Sale and Delivery shall take effect between the parties specified below:
 - “ToxHub”: ToxHub S.r.l. Company, with registered office located in Milan (MI) | Via Ariberto 20, 20123 | P.IVA 15639911005, as the entrusted party for the fulfillment of the service;
 - “Customer”: the person or legal entity requiring ToxHub for any services from those offered by ToxHub.
- 1.2 The contractual relations between ToxHub and Customer are regulated by the present general terms and conditions, presumed to be of Customer’s knowledge due to their acceptance with the subscription of this document by the Customer.
- 1.3 Any exceptions or additions to these General Terms and Conditions must be agreed on by the Parties by written means, and are considered accepted by ToxHub only if explicitly indicated in the order confirmation.
- 1.4 In the event of a conflict between the General Terms and Conditions contained herein and the specific conditions of sale agreed upon between the Parties, the specific conditions prevail.
- 1.5 The individual contracts are finalized according to specific written agreements, through acceptance of ToxHub's sales offers or in any other form deemed suitable in the circumstances as long as communicated by written means.

Article 2: Subject of the contract

- 2.1 The relationship between ToxHub and the Customer may have as its object the provision of a plurality of consultancy services for the Industry, which include: technical consultancy and regulatory assistance for toxicological evaluation and toxicological risk assessments of substances and finished products, pharmaceuticals and consumable goods, also provided at the customer's site.
- 2.2 The details of the individual services requested and chosen by the Customer will be indicated in this sales offer worded by ToxHub.

Article 3: Offers

- 3.1 Each sale offer will be valid for the time indicated therein. The contract will be considered open when ToxHub receives a formal acceptance, signed by the Customer, of the proposed offer, as well as the conditions and any required additional documentation. The validity of the contract refers to the current year.
- 3.2 The contract will be considered closed when ToxHub provides the Customer with the object of this contract.

Article 4: General payment modalities

- 4.1 The prices and payment methods are indicated in this sales offer.
- 4.2 The standard payment modality consists of a Bank Transfer (BB) 30 days after invoice emission, unless otherwise agreed with ToxHub, which may be indicated in the offer in the appropriate blank. For orders exceeding 10,000.00 Euros, an intermediate invoice equal to 30% of the total will be issued as a second advance, unless otherwise agreed with ToxHub, which may be indicated inside the offer in the appropriate blank. We kindly ask to not delay this payment so as not to cause delays in the performance of the services.
- 4.3 ToxHub has no minimum amount set, and in the event that a Customer requests a service with a cost under 50 Euros, at the discretion of ToxHub and following any agreements, billing will be postponed up to a maximum of 6 months from the date of arrival of the first sample in order to merge it with other services, at the end of which if this has not been possible, secretarial costs of up to 25 Euros will be charged. For any late payments, ToxHub may apply interest on arrears in accordance with Legislative Decree 9 October 2002, no. 231.
- 4.4 In the event of early termination of the test at the request of the Customer, an amount calculated on the basis of the activities carried out up to the time of the request will be charged.

Article 5: Delivery schedule

- 5.1 The execution days shown in the table are indicative. Timings will be defined and agreed on in each case with the Customer upon acceptance of the order.
- 5.2 Unless otherwise stated, the timing of the service indicated in the offer is expressed in calendar days, with the exception of the month of August, Christmas and other festivities. During these periods the planning must be verified and agreed on with ToxHub.

Article 6: Methods of executions

- 6.1 ToxHub will carry out the assignment without any subordination constraint, in total organizational and operational autonomy and will freely evaluate every aspect and method for carrying out the assignment.

Article 7: Documentation

- 7.1 The documentation will be issued in English or, if explicitly requested by the customer, in Italian, in an original copy in electronic format. The request for paper copies will be invoiced at a variable cost between 10 and 50 Euros per copy based on the length of the documentation.
- 7.2 The issue of documents in different languages or the request for revision of the reports for errors not attributable to ToxHub will be the subject of an additional offer

Article 8: Limitation of Liability

- 8.1 ToxHub will be liable to the Customer only for any direct and immediate damages caused with willful misconduct or gross negligence and in no event will ToxHub be liable to the Customer, contractually or extra-contractually or for any other reason, for damages caused with slight negligence and/or for indirect damages, damages deriving from non-use or downtime of machines; damages from loss of profit and/or damage to image, etc. In any case, any liability of ToxHub will be limited to the value of the Order, net of VAT and other taxes. The Customer undertakes to indemnify and hold ToxHub and its employees and collaborators harmless in any capacity, from claims that are brought against the Customer or ToxHub by third parties for damages and/or expenses of any kind and nature in any case connected to the execution or failure of execution, even partial, of one or more services entrusted to ToxHub by the Customer.

Article 9: Information on Personal Data Processing

- 9.1 In accordance with the provisions of EU Regulation 679/2016 (hereinafter, "GDPR") and in particular the art. 13 of the Regulation, ToxHub guarantees that the processing of personal data carried out with any means of processing, both computerized and on paper, will be carried out in compliance with the rights of the interested parties, with particular reference to confidentiality, the protection of identity and personal dignity and the right to the protection of personal data.
- 9.2 **Data Controller and Data Protection Officer (RPD/DPO)**
The Data Controller is ToxHub S.r.l., with registered office located in Milan (MI) | Via Ariberto 20, 20123. The contact details of the Data Controller are as follows:
- e-mail: info@toxhub-consulting.com
- By mail to the following address: ToxHub, Via Ariberto 20, 20123, Milano (MI), Italia
The Data Protection Officer (RPD/DPO) can be contacted by writing to info@toxhub-consulting.com
- 9.3 **Purposes and methods of processing**
Your personal data will be processed to comply with legal/regulation obligations imposed by national or community legislation, for the fulfillment of administrative and accounting obligations and for the fulfillment of contractual obligations for the purpose of carrying out the activity inherent to this supply agreement.
The data will be processed with mainly computerized methods.
- 9.4 **Legal basis for processing**
The processing of your personal data falls within the provisions of art. 6, par. 1, letters b) and c) of the GDPR as necessary for the performance of a contract to which the data subject is party and for the fulfillment of legal and regulatory obligations.
- 9.5 **Compulsory and non-compulsory data transmission.**
The provision of personal data is necessary for the performance of the purposes aforesaid, legal and contract obligations and, and the failure to comply with this requirement could affect the execution of aforementioned activities.
- 9.6 **Scope of data circulation**
For the pursuit of the aforementioned purposes, your personal data may be communicated to professional firms, consultants and other professionals operating in support of administrative, accounting and tax obligations.
- 9.7 **Retention of personal data**
Your personal data will be stored for a period of time which does not exceed the period necessary for the sole purpose for which they are collected and subsequently processed and in any case, in compliance with the conservation deadlines established by the regulations in force from time to time applicable.
- 9.8 **Right to access personal data and other rights**
In relation to the processing of your personal data, the Customer (the person concerned) is entitled to receive, at any time, confirmation of the existence or non-existence of the data, information on the content and origin, to verify the check their exactness or ask for their integration or updating, or correction. The same person has the right to ask for the deletion of any data stored in breach of the law, or in case of revocation of consent and the limitation of data processing in the event of a dispute, as well as to oppose to their processing for legitimate reasons or in any case, and discretionally for all those purposes based on consent. The interested party also has the right to obtain the release of personal data being processed in a format compatible with standard IT applications to allow transfer to other platforms of his choice also by direct transmission where this is technically feasible (so-called right to data portability).

These rights may be exercised by contacting the Data Controller:

- by e-mail, at info@toxhub-consulting.com

- by mail to the following address: ToxHub, Via Ariberto 20, 20123, Milan (MI), Italy

In case of failure or partial response to the aforementioned requests, you will have the right to lodge a complaint or appeal to the Guarantor for the protection of personal data.

Article 10: Obligation of confidentiality

- 10.1 Due to the high sensitivity of the data and information exchanged between the parties, they undertake to maintain secrecy and therefore not to disclose to third parties or use themselves, directly or indirectly, even after the execution of the services and/or after the termination for any reason of the contract, the knowledge and information learned as a function and/or consequence of the activities, relating to (merely as an example):
- 10.1.1 characteristics and/or chemical formula of the Customer's products and/or composition of the raw materials used in the Customer's products;;
 - 10.1.2 application procedures, methods, times, sequences, technical characteristics, technical process relating both to the productions carried out by the Customer and to the studies carried out by ToxHub;
 - 10.1.3 commercial and industrial activity of the parties;
 - 10.1.4 technological research policies relating to new machinery/plants, new procedures, new chemical formulations, new products/services;
 - 10.1.5 any other information and/or data acquired in the exercise of the activities referred to in this agreement or in any case relating to them (jointly with points 10.1.1 to 10.1.4 above, the "Confidential Information").
- 10.2 Confidential Information may be used by the parties only and exclusively for the purposes of the activities referred to in this agreement and within the terms agreed therein.
- 10.3 The parties undertake, upon completion of the activities referred to in this agreement, to promptly return or destroy any support and/or document (both original and copy) on which the Confidential Information learned in the exercise of their activity is contained. The documents owned by the Customer will in any case be kept at ToxHub for a minimum period of 6 months starting from the date of receipt.
- 10.4 The Parties hereby undertake to not to engage in any activities related to, or in any case instrumental to, obtaining intellectual property rights on the functions, application procedures, methods, times, sequences, technical characteristics, technical or analytical process and the like relating both to the productions carried out by the Customer than to the studies performed by ToxHub.
- 10.5 The parties will work to prevent the disclosure of the Confidential Information and will submit them to the security measures with which they usually treat their own information having a level of confidentiality comparable to that of the Confidential Information received. However, this level of confidentiality cannot be lower than the level of qualified diligence of a professional operator in the relevant sector.
- 10.6 The parties must take all necessary precautions to prevent the disclosure of Confidential Information to members of their respective organizations who do not need to know it for the purpose of carrying out their activities. The parties must also ensure that the members of the respective organizations to which such Confidential Information will be communicated, if necessary, including those of third party companies, will be subject to the same obligations set out in this agreement.
- 10.7 The violation of even just one of the provisions of this agreement, even if only partial, entitles the parties to terminate this agreement pursuant to and by effect of Article 1456 of the civil code, without prejudice to compensation for the damage suffered.

Article 11: Copyright

- 11.1 ToxHub® is a duly registered trademark owned by ToxHub. The Customer is prohibited from using it without the prior consent of the owner

Article 12: Express termination clause

- 12.1 ToxHub has the right to terminate the contract pursuant to art. 1456 of the civil code in the event of non-payment or delayed payment by the Customer of the amount charged to him for the performance of the services deducted in the contract itself, as well as for violation of the rules established by the Organizational Model pursuant to Legislative Decree 231/2001. Without prejudice to any other legal remedy including the right to compensation for any damages suffered.

Article 13: Subcontracting to other external laboratories

- 13.1 For order fulfillment, if necessary, ToxHub can make use of the collaboration of external means and resources by subcontracting parts of the activity. Any subcontracting of tests or test phases takes place only by involving qualified laboratories. The Customer is informed of the subcontracting and the indication is reported on the offer. By signing the offer, the Customer accepts the subcontracting of one or more tests.

Article 14: Competent court

- 14.1 For any controversy that may arise regarding the interpretation, execution of these general conditions of supply, the jurisdiction will be exclusive to the Court of Milano, with the exclusion, contractually accepted, of any other Court.