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AGENZIA DELLE DOGANE E DEI MONOPOLI

DT II - LIGURIA, PIEMONTE E VALLE D'AOSTA

UFFICIO AFFARI GENERALI

SEZIONE ACQUISTI E CONTRATTI

Attachment 1

AGREEMENT

(In compliance with ANAC guidelines n. 4 approved with Resolution n. 1097 of 26/10/2016, chapter 4.3)

Art.1. Content

The content of this agreement is the supply of Proficiency Test services and its reference materials for the Chemical Laboratory of Turin, as specified below and in the PRICE LIST N. FITAR07-2024/2025 Z1GB:

Codes	Description	n.	Amount	Chemical Lab
PT 18	Spirits	1	€ 1.251,00	Turin
PT 36A	Aromatized ciders and ciders	1	€ 385,00	
PT 100	Beer	1	€ 743,00	
-	Annual fee	1	€ 206,00	
Total			€ 2.585,00	

Art.2. Amount of the agreement

The amount established for the supplies required during the validity of the agreement is € 2.585,00 (Euro two thousand five hundred and eighty-five/00), excluding VAT.

This amount was worked out considering the prices shown in the Price list N. FITAR07-2024/2025 Z1GB.

Price includes order handling, shipping, and annual fee.

Art.3. Duration of the contract

This supply agreement will last 12 (twelve) months from the starting date of the agreement or the date of approval, subscription and return of it. Tacit renewal is not foreseen.

Art.4. Delivery and terms of service

The Proficiency Test samples listed at the art.1) shall be sent, after agreeing methods and deadlines with the contract employee of Customs Agency Laboratory, as indicated below:

Agenzia delle Dogane e dei Monopoli
Chemical Laboratory of Turin

Corso Sebastopoli, 3 - 10134 Torino (TO) - ITALY;

Contact employee: Dr. Claudia Zedda - dir.liguria-piemonte-valledaosta.lab.torino@adm.gov.it
claudia.zedda@adm.gov.it

Direct line number: +39 011 0369206;



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The results will be immediately recorded and analyzed by means of documented and qualified statistical methods, in order to verify the trueness of entry, transfer and statistical analysis of data. The final report containing the results of the evaluation tests will be uploaded to the dedicated site as soon as possible.

The information will be processed so that the confidentiality concerning the data is assured.

Any damage resulting from the performance of the service in question shall be borne by the Tenderer, who shall assume all risks connected with the performance thereof, including any damage to the material transported.

The Supplier undertakes to provide, at its own care and expense, for the prompt replacement of the material supplied that is defective, non-conforming, or does not correspond to its intended use, in accordance with the terms and conditions set forth in this Agreement.

Art.5. Termination of the agreement

If any of the cases listed below may occur, it will cause the termination of the agreement and will be communicated in writing.

In the notification, a term of no less than ten working days will be set to allow the presentation of remarks; once the term has expired, if the Italian Customs Agency does not consider the advanced proofs compelling, it has the right to terminate the agreement if any of the following cases occur:

- Fraud in the fulfillment of the service;
- Evident incapability to fulfill the service;
- Evident infringement of the law concerning safety and security in the workplace;
- Use of personnel not suitable for the specific nature of the contract;
- Non-compliance with the financial traceability obligations in accordance with the Italian Law n. 136 dated 13th August 2010;
- Any further breach that makes impossible the continuation of the agreement, pursuant to art. 1453 of the Italian Civil Code;
- If the conditions provided by the art. 122, paragraphs 1, 3 and 4 of the Italian Legislative Decree n. 36/2023 may occur.

In case of termination of the agreement, the contractor has the only right to receive the payment of the services, supplies or works regularly rendered.

Art.6. Termination

The contracting authority can withdraw from the agreement at any time, according to art. 123 of the Italian Legislative Decree n. 36/2023, providing that it refunds the contractor by the payment of its services and supplies rendered as well as the value of the goods in stock. In addition, the contracting authority shall pay one tenth of the amount of the services and supplies not rendered; the sum will be calculated according to the provisions of the Annex to the Contracts Code II.14.



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The contracting authority communicates in writing its right of withdrawal by means of no less than twenty (20) days' notice; after that time, the contracting authority takes delivery of the services and supplies and verifies the proper execution of them.

Art.7. Invoicing and payment of the amounts due

The invoices will be issued following the proper execution report released by the Customs Agency.

The invoice will be addressed to:

AGENZIA DELLE DOGANE E DEI MONOPOLI

Piazza Mastai 12 - 00153 Roma

VAT Number 97210890584

and only electronically sent. For further details and instructions, please visit the official site www.fatturapa.gov.it.

We inform you that the unambiguous code of our Office is CBOAH9.

SPLIT PAYMENT

Since 1st July 2017 the Italian Tax Agencies are submitted to the *split payment* standard. The correct invoice recipient and filling is essential for the prompt payment by the Customs Agency. In particular, in addition to the mandatory data required by law, the electronic invoice must contain the following information:

- number of the purchase order;
- number of the agreement;
- headquarters;
- IBAN;
- **CIG number** (Tender Identification Code).

The Customs Agency will pay the amount due by bank transfer to the dedicated bank current account number shown in this agreement, within THIRTY days from the date of invoice issue. In case of delay in the payments due, the parties agree that the Customs Agency will pay the interests for late payments according to the Italian legal rate increased by two percentage points. In any case, the interests for late payments will not be due if the delay is not attributable to the Italian Customs Agency.

Without the possibility to prove the contrary, it is assumed that the Customs Agency is not chargeable in the following cases, listed as an incomplete example: undelivered invoice; non-fulfilment of the Company's Bank; strike of the accountants.



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Art.8. Financial flow traceability

The Company accepts that the Italian Customs Agency pay the amounts due by bank transfer to the dedicated bank current account number, on the basis of the supply provided.

The Company undertakes to inform in writing to Agenzia Dogane e Monopoli - DT II - Liguria, Piemonte e Valle d'Aosta - Ufficio Affari Generali - Sezione Acquisti, Via Raffaele Rubattino, n. 4 - 16126 Genoa, any subsequent change concerning the current account already indicated and the persons authorized to do transactions on it. Until the Customs Agency will not receive that communication, payments made on the dedicated current account are considered in full.

Art.9. Prohibition of contract assignment

The Company is forbidden from assign the contract, in any form, to third parties.

In case of breach of the above-mentioned obligations, the contract will end by right without prejudice to the Italian Customs Agency to receive damage and expense reimbursement.

Art.10. Assignment of claim

The receivables claimed by the Company may be assigned according to art. 106 of the Italian Legislative Decree n. 50/2016.

If, pursuant to art. 48 bis of the Italian Presidential Decree n. 602/1973, at the communication of the claim assignment the Company results defaulter to the payment obligations for a total amount of at least 5000, the Customs agency reserves the right, and the Company explicitly accepts, to oppose the claim assignment which will remain ineffective against it.

The opposition can be exercised by a written communication to the Company.

In accordance with the Italian Law n. 136/2010 "*Extraordinary plan against mafia*" and sub. modifications and adds, the assignment document shall contain the specific commitment by the assignee to pay the assignor exclusively using the bank account mentioned in art. 7. The payment will be done by means of bank or postal transfer or, alternatively, by any other way of payment suitable for the financial traceability as well as the indication of the CIG number.

The assignee shall comply with the same obligations to pay the contracting authority.

Art.11. Court of jurisdiction

To fulfill the contract and notify possible court orders, the contractor shall give its legal residence on purpose.

For any dispute originating from this agreement, concerning its interpretation, application and execution, the court of jurisdiction will be the Court of Genoa.

Art.12. Notice on acquired data - Privacy

Data supplied by the Company fall within the scope of Italian Legislative Decree n.196/2003 and Regulation (EU) 2016/679, "General Data Protection Regulation", concerning the protection of personal data of natural persons and the free circulation of such data, which repeals EU Directive 95/46/EC.



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The trustee declares to have read the notice published on the Customs Agency website: [Home /Amministrazione trasparente/Altri contenuti - Dati ulteriori/ Privacy policy/ Informativa/ Informative privacy](#) Art. 13 and 14 of Regulation (EU) 2016/679 of European Parliament and Council of 27th April 2016 (GDPR).

Art.13. Information

The referring office for the purchase operations is the Sezione Acquisti of this Head Office (telephone number +39 (0)11/0369108); e-mail address:

dir.liguria-piemonte-valledaosta.aagg.acquisti@adm.gov.it

Art.14. Stump duty on the agreement

Pursuant to art. 18 of the Italian Legislative Decree n. 36/2023 the stamp duty is not due.

Art.15. Signature of the agreement

The contract is considered drafted when the Purchase Office receives this document digitally signed by the legal representative of the Company.

Art.16. Administrative supervisor and Executive Manager

In compliance with art. 114 of the Italian Legislative Decree n. 36/2023, Dr. Manuela Panzalorto, Manager of the Genoa Laboratories Office, is the Administrative Supervisor.

The Administrative Supervisor will make use of the officials appointed at the Chemical Laboratory involved in the supply procedure as contact persons for the execution.

The General Affairs Office Manager

Dr. Davide Aimar

Digitally signed document

Purchase Office Manager:
Fabio Buscemi

Responsible of the bureaucratic process:
Daniele Brovida