



Supply Conditions

1. These Supply Conditions apply to the current relationship (contract) between the Centro Tessile Serico Sostenibile srl Laboratory and the Customer, whose object is the provision of services by the Laboratory.
2. Both the Offers for the tests / services subscribed by the Customer and the Orders for tests / services and the sending of samples to the Laboratory constitute contracts.
3. The samples to be tested must be accompanied by the Test Application Form or by the Test Application Form Fault Examination (available on the website <https://www.textilecomo.com/>, in the section Services\Laboratory test\Download) filled, stamped and signed or by letter with description of the samples and tests required, always signed and stamped. The completed Application Forms and the letters of request for tests/services are equivalent to the signature of a contract. Except for different indications or agreements with the Customer, the Laboratory issues a Test Report for each sample delivered, including all the tests carried out on the sample.
4. The samples and the Applications Forms can be delivered directly to the Laboratory Secretary from Monday to Friday from 8.30am to 12.30pm and from 2.00pm to 6.00pm or sent by post/courier.
5. The samples for which the 48-hour service is requested must be received by 12:30pm.
6. Defect examinations are preferably received by appointment to enable a more profitable examination and scheduling. The “Defect Examination” service, aimed at determining the possible causes of defects in a material, involves preliminary contact with the customer to define a test program and the drafting of an Offer. At the end of the activity, a report is prepared on the causes of the defect.
7. In case the Customer needs to receive the Test Report issued under the name of another Company (e.g. for contractual requirements or related to participation in a tender) this must be specified at the moment of the laboratory tests request. In such occasion the Laboratory Secretary will ask to the Customer who sends the sample for the written approval of the company to whom the Test Reports or similar document will have to be issued.
8. The prices relating to the tests/services are regulated by the Laboratory Price List, which constitutes a reference document for internal use by Centro Tessile Serico Sostenibile Srl; the prices can be requested by phone or email, by contacting the Customer Service or requesting the issue of a dedicated Offer.
9. Trial subscriptions are available at discounted prices, special economic conditions for the Companies associated with Confindustria Como/Lecco/Sondrio and for the Companies of the For Textile team; they can be requested by contacting the Customer Service.
10. 48-hour service - The service of delivery of test results within 48 hours must be agreed in advance with the Laboratory Secretary and/or the Customer Service and it is applicable to specific tests indicated in the document “List of test deliverable with 48 hour service” available on www.textilecomo.com, in Services/Laboratory Tests/Download. It is required an additional price, not subject to discounts, of € 12,00. The Service refers to the availability of preview test results via “Web Analysis” (Ref. 33).
11. Urgency Service - The urgency service and the relative timing must be agreed in advance with the Laboratory Secretary and/or the Customer Service, which will confirm the actual feasibility of the Service. It is required a surcharge of 30% for the fire reaction test and 50% for all other tests; the surcharge is applied to the price of individual test net of any discounts. The Service refers to the availability of test results in preview via “Web Analysis” (Ref. 33).



12. Translation Service (Code 90031) and Post-Translation Service (code 90021) – issue of 2 separate Test Reports in Italian and English language, price of € 12,00 – other documents and Defect Analysis Reports: price € 30,00 for document. The issue of the RdP in the English language only does not require any supplement.
13. Video/photographic documentation service - Code 15966 (to be agreed with the Laboratory Secretary).
14. The billing of the tests/services is carried out monthly at the end of the month, unless otherwise agreed.
15. The payment of invoices issued by the Centro Tessile Serico Sostenibile srl is by bank receipt of 60 days invoice date end of month, unless otherwise agreed.
16. Prepayment of invoices is required, for the first delivery, for Customers who have not used the services of the Laboratory for over 12 months and for foreign Customers.
17. The invoice will be charged € 10,00 as an administrative fee.
18. The laboratory reserves the right to block the execution of the tests or the provision of the services requested in case there are non-fulfillment of payment relating to the invoices issued.
19. The Laboratory ensures the constant updating of the test methods and the execution of the tests according to the editions in force of the same, unless otherwise requested by the Customer.
20. All chemicals sent to Laboratory must be accompanied by the relevant Safety Data Sheet and/or any other document including warnings about toxicity, danger, caution regard handling, use, storage, disposal, etc. of the product. At the end of the analysis an amount of 5,00 € will be charged as product disposal cost, except return request by Customer.
21. Laboratory tests are generally destructive. Except for specific indications to the contrary, clearly specified by the Customer, the Laboratory is authorized to cut the sample to be tested.
22. All remaining materials, delivered to the Laboratory, will be kept available to the Customer for a period of 2 months from the evasion of the test in the case of Tests Request and 12 months in case of Request for Fault Analysis; later, if not requested, they can be destroyed at the discretion of the Laboratory. The specimens used for the fire test and residual water samples are not stored.
23. Test Reports are kept for 5 years; in the event that the Customer needs a conservation for a longer duration, he must make a written request to the Laboratory.
24. The sample tested is provided by the Customer who performs the sampling under his own exclusive responsibility. The results contained in the Test Reports of the Centro Tessile Serico Sostenibile srl refer exclusively to the tested samples and do not extend to sampling batch.
25. The Customer must take care to send an appropriate quantity of material according to the number and type of tests required and packaged/stored appropriately, where necessary: the quantities required for the type of tests and any specific sample storage conditions are indicated in the document "Material for tests: quantity and samples storage methods" available on the website <https://www.textilecomo.com/>, in the section Services\Laboratory tests\Download or in the Offers, where required. In the case the samples to be tested arrive in excessive quantities, with a view to implementing sustainability and reducing waste, the residual materials will be returned at the customer's expense.



26. When samples to be tested reach the laboratory in inadequate quantities for the carrying out of the required tests (e.g. sample in small quantities) and/or in storage methods which do not comply with the test standards (e.g. sample for formaldehyde and odor test not bagged), and as reported in the document "Material for tests: quantity and samples storage methods" available on the website www.textilecomo.com, in the Services\Laboratory tests\Download section or in the Offers, the Laboratory considers itself authorized to continue with the execution of the tests indicating these deviations in the Test Report and declining responsibility for results related to the deviation.
27. For fire reaction tests on upholstered furniture with cigarette and flame source, the Laboratory uses FR treated polyurethane foam with density of 35 kg/m³ and with crib source it uses FR treated polyurethane foam with a density of 40 kg/m³, if the customer only delivers the upholstery material without the padding to be tested and/or if the test standard (or the reference Law) requested by the Customer does not contain specific indications on the type of padding to be used. The characteristics of the upholstery used are reported in the Test Report.
28. The customer must take care to mark the right face of the textile materials; for the tests in which the indication of the right face can invalidate the analytical result, the Laboratory declines its responsibility for the data.
29. The Laboratory is accredited by Accredia (Accreditation Code 00041) according to UNI CEI EN ISO / IEC 17025 standard. The meaning of accreditation, the Accreditation Certificate and the Accredited Tests List are available on the website <https://www.textilecomo.com/>, under the section "Recognitions".
30. The Laboratory must manage as accredited all tests covered by accreditation by releasing a Test Report with the ILAC-ACCREDIA mark, in all applicable cases (when the Test Report contains at least one accredited test). If the Customer requests otherwise, it must clearly be required during the contractual phase (e.g. by indicating it on the Test Request Form or in the Offer Request).
In cases where accreditation of the tests is mandatory (e.g.: tests for PPE Certification) or when the Test Reports must be provided to a third party (e.g.: tests for Tender Specifications) the Laboratory is obliged to issue Test Reports with the ILAC-ACCREDIA mark and it is not possible for the laboratory to agree with the Customer to perform the tests as non-accredited. In such cases, it is reiterated that Test Reports issued without the ILAC-ACCREDIA mark and/or the reference to accreditation (even if containing accredited tests) are not covered by accreditation and consequently by the EA MLA international mutual recognition agreements and cannot be used in the legal sphere and/or provided to the Authorities (RG-09 Regulation for the use of the Accredia mark rev. 12, § 5.3.19).
31. The Laboratory makes available, upon request, a description of the complaints handling process; any complaints must preferably be communicated in writing within 30 days from the date of issue of the Test Report to the email address: mailbox@textilecomo.com.
32. The supply of services by the laboratory is subject to Italian Law. For any dispute that may arise between the Laboratory and the Customer, the only competent law court will be that of Como with the exclusion of any other law court, alternative or competing.
33. Except for different contractual agreements, Test Reports are made available to the Customer by the "Web Analysis" service on the website <https://www.textilecomo.com/>. Activation credentials are provided by the Laboratory Secretary.
34. If the Customer needs to receive the Test Report with original signature, he must make a prior request to the Laboratory Secretary.
35. The re-issue of the Test Report is not permitted when the name/trademark of the tested samples has changed, without testing it again, even with a clear reference to the initial report (EA Resolution 2014 (33) 31). Similarly, it is not possible to



reissue a Test Report in the event of corrections of errors or omitted information/data, if not available at the time of the execution of the tests.

36. Declaration of Conformity. The Laboratory can provide declarations of conformity to the requirements employing the decision rule indicated in the standard or in the legislative requirement, where existing.

In the case of declarations of conformity with product standards relating to personal protective equipment which explicitly require the application of measurement uncertainty for the evaluation of test results, a rule based on the maximum precaution criterion is used, taking into account the extended uncertainty (U), that is when the result including the uncertainty ($R \pm U$) falls within the conformity zone; in this case a maximum probability of incorrect judgments equal to 2.5% is associated.

In the case of product standards relating to personal protective equipment that do not mention measurement uncertainty, the Laboratory will formulate the declaration based on the algebraic comparison between the test result and the requirement, to which a maximum probability of 50% of formulating incorrect judgments is attributed.

If the Customer requests to issue a Declaration of Conformity to a Company Specification or Performance Standard, he must provide the Laboratory with this Documentation in advance and must communicate the decision rule to be applied; in the absence of this last information, the Laboratory will formulate the declaration based on the algebraic comparison between the test result and the requirement, without taking into account the measurement uncertainty, to which a maximum probability of 50% is attributed to make incorrect judgments.

In all other cases, the Laboratory will formulate the declaration based on an algebraic comparison between the test result and the requirement, without considering the measurement uncertainty, which is given a maximum probability of 50% of incorrect judgements.

In the case in which the attribution of conformity or classification relates to non-measurable observations, the probability that the attributed conformity is true is equal to the extended uncertainty.

37. All the information that will be brought to the attention of the Laboratory will be considered as confidential. Centro Tessile Serico Sostenibile srl undertakes not to use any information, materials or documentation received from the Customer except for the purposes of the service to be provided and in compliance with European Regulation 679/2016.
38. During the Laboratory accreditation audits, the inspectors, bound by the confidentiality agreement, shall carry out random checks on the technical records and on the Test Reports.
39. The Laboratory is not responsible for the information provided by the customer and reported in the Test Report and which could influence the test results.
40. Furthermore, if the customer requests to carry out the test with one or more deviations from the conditions defined in the standards, the Laboratory declines its responsibility with respect to the validity of the results. The Customer may request significant deviations from the test conditions (e.g. extension of times in wear/abrasion/weather tests of a material); the Laboratory indicates such deviations in the Test Report, declines responsibility for such data and reserves the right to apply an additional fee for carrying out such tests.
41. Place of performance of tests: the place of performance of laboratory activities coincides with the address of the Laboratory indicated in the Test Report.
42. The Laboratory reserves the right to commit some tests to external laboratories; the subcontract is previously communicated to the Customer. The Laboratory assumes responsibility for subcontracting. In cases in which the Test Report contains both



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accredited internal tests and tests subcontracted to an external laboratory accredited for the specific test, the indication of the accreditation code of the subcontracted laboratory is reported at the end of the CTSS Test Report.

43. "Organisation, management and control Model" (Legislative Decree 231/01) - Centro Tessile Serico Sostenibile Srl has adopted an "Organisation, management and control Model" and a "Code of Ethics" disclosed to CTSS staff and made available to Customers, Collaborators and Suppliers through publication on the website www.textilecomo.com, in the Transparent company section. All subjects, internal or external to CTSS, who maintain relationships with it and participate in corporate life, are called and required to adopt standards of conduct that are consistent and compatible with the principles set out in the CTSS "Code of Ethics" and "Model 231".

The Laboratory Secretary and the Customer Service are available to request quotes, technical information or related to the forwarding and progress of tests:

segreteria@textilecomo.com,

mailbox@textilecomo.com,

+39 031 331211

These Conditions are valid from the date of issue and until the next update.