



Vigevano, 03/01/2025

To **CALZADOS ROBUSTA S.L.**

PROPOSAL: **7 - 25**

CTRA.DE PREJANO 72-APDO.CORREOS 103
26580 ARNEDO (LA RIOJA)

SPAIN

attn. **Marta Martinez**

SUBJECT: TESTING SERVICES

1. Offer and Quotation

Proposal date 03-01-2025	Date IN Sample on hold	Validity 30 days		Currency EUR	Code 1200	Vat No. ESB26291260
Payment Bank transfer 30 days net						
Bank BTL BANCA DEL TERRITORIO LOMBARDO				IBAN IT58V0873501601052000521257		
Beneficiary A.N.C.I. SERVIZI S.R.L. A SOCIO UNICO				Corrent account number 052000521257	BIC/SWIFT CCRTIT2TBL	
Report for: CALZADOS ROBUSTA S.L.						
ID CIMAC 31498	ID Sample Safety footwear art. PERCA GTX					

Code	Description	Method	Qty	Unit Price	Discount	Service	Total
Sample 31498: Safety footwear art. PERCA GTX							
22138	Heat insulation of outsole complex	ISO 20344:2021 + A1:2024, EN ISO 20344:2021 + A1:2024, UNI EN ISO 20344:2024	1	90,00			90,00
Subtotal							90,00
Part 1: Bottom of the footwear: toecap cod. R-18 + insock cod. INTEGRAL / 20451 + insole cod. IBITECH/10404 + outsole cod. 10461 - 10416							
22135	Antistatic footwear	ISO 20344:2021 + A1:2024, EN ISO 20344:2021 + A1:2024, UNI EN ISO 20344:2024	1	90,00			90,00
60013	Issue of the test report		1	30,00			30,00
Subtotal							120,00

TOTAL EUR 210,00
STAMP DUTY EUR 2,00
AMOUNT DUE EUR 212,00

Our quotation was calculated on the basis of the documents/samples at our disposal.

If the received test sample differs from the provided information, a quotation review may be necessary and it will be sent for acceptance before the test begins.

PROPOSAL: 7 - 25

To **CALZADOS ROBUSTA S.L.**

DECISION RULE: CIMAC applies the binary decision rule with guard band ($w = U$) for the statements of conformity to specific requirements indicated in the Test Report. Therefore, CIMAC will take into account the value of the expanded measurement uncertainty and the risk that the accepted results are outside the tolerance limit is $<2,5\%$. Unless otherwise specified, the Customer accepts that CIMAC will apply the requirements contained in laws, product standards, reference standards and technical reports.

Additional information regarding the decision rules and the statements of conformity can be found in the ILAC-G8:09/2019 "Guidelines on Decision Rules and Statements of Conformity" available at the following link: <https://ilac.org/publications-and-resources/ilac-guidance-series/>

2. Samples handling and delivering

Sampling required

1/35-1/42-1/48

Estimated delivery

15 working days

Note

1. The rest of the tested sample is kept for one week after the end of the tests. The technical data relating to the tests, matter of the contract, will be kept for ten years from the date of issuing of the Test Report.
2. If the Customer does not know in advance the destination/use of the Test Report, CIMAC informs that, in case of non-use of Accredia mark, the Test Report is not covered by accreditation, consequently is not covered by EA MLA, and may not be supplied to third parties.

Best Regards

Proposal filled by	Daniela Dondena	d.dondena@cimac.it	+39 0381 84722
BU Manager	Paola Crespi	p.crespi@cimac.it	cell. +39.333.4484951

3. Acceptance

For acceptance of the above as well as of the provisions contained in the Regulation and the General Terms and Conditions for the supply of services attached hereto.

Client: **CALZADOS ROBUSTA S.L.**

Name _____ Surname _____ Position _____

I accept every part of the contents of the proposal herein

Date _____ Stamp and signature _____

In addition to the foregoing, the Client represents to expressly accept, as per arts. 1341 and 1342 of the Italian Civil Code, the following articles of the General Terms and Conditions of supply of the services: art. 2 (Duration and withdrawal), Art. 4 (Status and obligations), Art. 5 (Fee), Art. 6 (Confidentiality), art. 8 (Warranties and liability of the parties), Art. 10 (Termination), Art. 12 (Intellectual property), Art. 14 (Assignment of the agreement), Art. 15 (Applicable Law and arbitration clause), Art. 16 (Confidentiality).

PROPOSAL: 7 - 25

To **CALZADOS ROBUSTA S.L.**

Client: **CALZADOS ROBUSTA S.L.**

Name _____ Surname _____ Position _____

I accept every part of the contents of the proposal herein

Date _____ Stamp and signature

The present offer can be revealed only with permission of A.N.C.I. Servizi s.r.l. a socio unico – CIMAC Laboratories

General Conditions

These General Terms and Conditions (hereinafter the "Terms and Conditions of Supply" or "Agreement") govern the terms and conditions under which A.N.C.I. SERVIZI SRLI a Socio Unico operational headquarters CIMAC (hereinafter "CIMAC") provides the customer (hereinafter the "Customer") with the services as identified in the proposal and quotation of services (hereinafter the "Services") signed for acceptance by the Customer (hereinafter the "Proposal and Quotation"), with the technical characteristics and the financial and supply terms agreed upon therein. These Terms and Conditions of Supply have general scope and shall prevail over any other agreement between CIMAC and the Customer, with the exception of the Proposal and Quotation, which is an integral and substantial part thereof. (hereinafter CIMAC and the Customer are jointly referred to as the "Parties")

1. DEFINITIONS AND INTERPRETATION:

In these Terms and Conditions of Supply, unless the context requires a different interpretation, the following terms, expressions and abbreviations shall express the concepts set out below:

- "Fee" means the fee agreed between the Parties referred to in the Proposal and Quotation for the provision of the Services;
 - "Effective Date" means the day of the Customer's acceptance in writing of the Proposal and Quotation;
 - "Force Majeure Event" means, in relation to both Parties, an event or circumstance beyond the reasonable control of the Party concerned (the "Affected Party") including, without limitation, fire, flood, epidemic, accident, delay in transportation, shortage of trucks or ships, shortage of fuel or other materials, shortage of raw or semi-finished materials, war, acts of terrorism, civil war, riots, blockades, acts, demands, or restraining orders of any court or administrative authority, or government act.
 - "Confidential Information" means any information disclosed by one Party to the other or received by a Party in connection with the performance of the Services in accordance with these Terms and Conditions of Supply, whether or not the business, financial or other affairs, or the subject matter of the Services, are expressly identified as confidential in relation to the Parties.
 - "Privacy Law" indicates the Privacy Law applicable in Italy governing the processing of information concerning natural persons, including the obtaining, storing and disclosure of such information;
 - "Best practice" means the standard of quality and care to be reasonably expected on each occasion by an experienced and competent supplier of goods or services;
 - "Proposal and Quotation" means the proposal and quotation drawn up in writing by CIMAC with reference to the Services requested by the Customer, identifying and regulating the supply of the Services along with these Terms and Conditions of Supply;
 - "Services" means the Services to be performed by CIMAC pursuant to these Terms and Conditions of Supply and the Proposal and Quotation;
- In these Terms and Conditions of Supply, unless otherwise specified, references to:
- "Includes" and "included" mean included but not limited to;
 - a "Party" means a Party to this Agreement and includes its authorized assignees and/or successors and assigns;
 - a "person" includes any natural or legal person, company, firm, sole proprietorship, or any other organization.

Every reference to the recitals, clauses, paragraphs and annexes is to be considered as a reference to the recitals, clauses, paragraphs and annexes of these Terms and Conditions of Supply. The annexes form an integral and substantial part of the provisions governing and regulating these Terms and Conditions of Supply.

2. DURATION AND WITHDRAWAL:

Without prejudice to the provisions of Article 4 below, the Service Agreement between the Parties shall enter into force and be effective from the Effective Date and, unless it is terminated earlier as provided for below, it shall remain fully effective until the date on which the Services have been duly completed in accordance with these Terms and Conditions of Supply.

CIMAC reserves the right to withdraw from this Agreement before the previously indicated contractual expiry date, notifying its withdrawal to the Customer by registered letter with a 30 days' notice.

The Parties agree that, in any event of termination, the Customer will only be entitled to receive the ongoing Services and will not be entitled to any compensation and/or indemnification, hereby expressly and unconditionally waiving them.

3. SERVICES:

In return for the Fee, CIMAC shall provide the Services to the Customer in accordance with the terms and conditions set out in these Terms and Conditions of Supply and in the Proposal and Quotation issued by CIMAC and duly accepted by the Customer.

CIMAC undertakes to provide the Services requested by the Customer with diligence and according to best practice, by organizing the necessary means and at CIMAC's own risk.

The Services shall be carried out in such a way as to constantly comply with Best Practice.

The Customer undertakes to provide CIMAC with all the information and assistance that CIMAC may reasonably require for the fulfilment of its obligations by providing clear and precise instructions for this purpose.

4. STATUS AND OBLIGATIONS:

These Terms and Conditions of Supply do not in any way make CIMAC an agent or representative of the Customer, taking into account the independence and autonomy of the Parties.

Nothing contained herein is to be understood as:

- (1) conferring on either Party the power to direct or control the day-to-day operations of the other Party, or (2) establishing between the Parties a relationship between principal and agent, or between employer and employee, or between franchiser or franchisee, between partners, parties to a joint-venture agreement, co-owners or parties to a business of common interest.

CIMAC will be fully liable for the organization of its own means and personnel, and for their work and omissions, therein including employees, auxiliary staff and contractors, and for the fulfilment of any related salary, social security or tax obligations.

CIMAC undertakes to employ appropriate means and to devote the necessary time to the proper performance of the Services.

5. FEE:

As consideration of the provision of the Services, the Customer shall pay CIMAC the Fee.

The Fee shall be paid by the Customer to CIMAC according to the procedures provided for in the Proposal and Quotation.

Unless otherwise agreed in writing between the Parties, the Fee agreed between the Parties shall be deemed to be CIMAC's sole and all-inclusive fee for the Services and for the performance of its obligations.

6. CONFIDENTIALITY:

Except as provided below, the party receiving the Confidential Information (the "Receiving Party") from the party disclosing the Confidential Information (the "Disclosing Party") shall:

- keep all Confidential Information confidential and therefore not disclose it to any other Person (without prejudice to the below provisions);

PROPOSAL: 7 - 25

To **CALZADOS ROBUSTA S.L.**

- not use any Confidential Information for any reason whatsoever other than for the performance of the obligations under these Terms and Conditions of Supply;
- not disclose any Confidential Information to any Persons without the prior consent of the Disclosing Party;
- not copy, reproduce or record any Confidential Information, except as reasonably necessary in accordance with these Terms and Conditions of Supply;
- upon request of the Disclosing Party, promptly return any and all copies, reproductions or recordings of the Confidential Information except, exclusively during the period of effectiveness of these Terms and Conditions of Supply, as necessary as to allow the Receiving Party to exercise its rights or perform its obligations hereunder.

Any Confidential Information may be disclosed by the Receiving Party to:

- any judicial or administrative authority requiring such disclosure;
- any director, other officials and employees of the Receiving Party (or any subcontractor of the Receiving Party), provided that they are informed of and agree to comply with the provisions of Article 6.1 above;
- in any case, to the extent necessary for the purposes of these Terms and Conditions of Supply, or as required by law, and provided that the Receiving Party takes all reasonable steps to ensure that the person concerned maintains the same confidentiality and does not use it for reasons other than those for which the disclosure has been carried out.

These Terms and Conditions of Supply do not apply to any Confidential Information:

- which is in or comes into the public domain (for reasons other than the unlawful conduct of the Receiving Party or any other person to whom Confidential Information is disclosed in accordance with the provisions of this Agreement);
- which becomes legally available to the Receiving Party from a third party without breach of this Agreement;
- whose disclosure is required by law or by any competent administrative authority.

The Disclosing Party represents and warrants that it has the right to disclose Confidential Information to the Receiving Party and the right to authorize the Receiving Party to use such Confidential Information in accordance with the provisions of these Terms and Conditions of Supply. The Disclosing Party shall indemnify and hold harmless the Receiving Party, its officers, employees, agents and subcontractors from all costs (including attorneys' and other professionals' fees), damages, claims, losses, expenses and any other liabilities of any kind in any way arising out of the Disclosing Party not being entitled to disclose the Confidential Information.

7. COMPLIANCE WITH REGULATIONS AND STANDARDS

CIMAC will comply with all regulations laid down by:

- all laws and agreements applicable to the provision of the Services;
- national and international standards;
- good industry practices;
- applicable provisions and regulations of the accreditation bodies.

The Customer shall strive to provide reasonable assistance and information to CIMAC in order to enable the latter to properly fulfil its obligations.

8. WARRANTIES AND LIABILITY OF THE PARTIES

CIMAC represents and warrants to the Customer:

- that the Services will be performed with reasonable care and competence;
- that the Services will be performed by suitably qualified, properly trained and sufficiently experienced personnel;
- that it will comply with all applicable laws and regulations with respect to the exercise of its rights and obligations under these Terms and Conditions of Supply;

The Customer represents and warrants to CIMAC:

- that it is fully entitled to sign these Terms and Conditions of Supply and that it has not signed any agreement contrary to the provisions contained herein;
- that it will comply with all applicable laws and regulations with respect to the exercise of its rights and obligations under these Terms and Conditions of Supply;
- that the Services requested do not contain anything that may infringe the interests and rights of third parties and, in particular, that they do not infringe any copyright.

The Customer hereby agrees to indemnify and hold CIMAC, its officers, employees, agents and subcontractors harmless from and against all costs (including legal and other professional fees), damages, claims, losses, expenses and any other liabilities of any kind and in any way arising out of or in connection with any breach by the Customer of the provisions regulated herein.

No Party shall be liable to the other Party in connection with the performance of the Services set out in these Terms and Conditions of Supply for losses of profit, assets, contracts and market share as well as any other type of damage, whether indirect or consequential (including loss or damage suffered by a party as a result of any action by a third party), even if such loss was reasonably foreseeable or the other party was made aware of the possibility that it might incur it.

9. PRIVACY

9.1 The Parties declare that they are aware that the GDPR and the Privacy Code relate to the processing of personal data, that is, data relating to natural persons, and are not applicable to legal persons and information relating to such persons, except as provided for by the Privacy Code on electronic communications.

9.2 If, in the performance of this agreement, the Parties become aware of personal data concerning, for example, their respective representatives, officials, intermediary, employees, customers, users, such Parties shall comply, as separate data controllers of such data, with the provisions of current European and national legislation on the protection of personal data, and shall process such data only for the performance of the activities referred to in this agreement.

9.3 Without prejudice to the foregoing, in carrying out their respective activities the Parties undertake in particular: (i) to process the aforementioned personal data, throughout the entire term of the agreement, in good faith and with the utmost diligence in order to carry out the activities covered by the agreement and (ii) not to disclose such data to third parties, except for purposes strictly related to the subject matter and the fulfilment of the agreement, or to comply with the related legal obligations.

9.4 Where the Customer relies on an Intermediary, CIMAC, in order to comply with the contractual agreements arising from these "Contractual Conditions", may also communicate all Personal Data arising from and relating to this agreement to the Intermediary, the latter being understood to be authorised by the Customer, by virtue of their confidential agreement, to receive any and all Personal Data from CIMAC.

9.5 For further information on the processing of personal data by CIMAC, the CUSTOMER is required to view the information on the footer of the homepage of the official website.

10. TERMINATION

CIMAC may terminate this Agreement immediately and without advance notice, by simply communicating in writing its intention to resort to this article, when one of the following occurs:

- The Customer has committed an irremediable breach;
- The Customer has committed a remediable breach of a substantial obligation under this Agreement and has failed to comply with it within 15 days from the day it has received from CIMAC a written communication of the breach and a formal notice to comply;
- The existence of acts and/or proceedings (by way of example, injunctive decrees, orders, enforcement proceedings) that prove the Customer's insolvency; voluntary liquidation of the Customer, by corporate decision, or forced by an act of the Authorities;

PROPOSAL: 7 - 25

To **CALZADOS ROBUSTA S.L.**

- The Customer is subject to bankruptcy proceedings, arrangement with creditors and other insolvency proceedings;
- The Customer becomes insolvent or assigns its assets to creditors or suffers a seizure or other form of attachment on its assets;
- The Customer operates by unfair competition, with CIMAC reserving the right to sue the Customer for any thereunto connected damages.

A breach of contract is "remediable" if the lapse of time is not essential to the fulfilment of the obligation and if the defaulting party is able to comply with it within a period of 15 days. "Substantial breach" means a breach which can seriously impair the benefits the complying party would otherwise enjoy by virtue of the substantive objectives of the Agreement; of any of the obligations referred to in Articles 5, 6, 8, 9, 12 and 16 throughout the term of this Agreement.

The rights conferred onto CIMAC under this Article are without prejudice to any other rights or remedies available to CIMAC in connection to the breach in question or any other breach. The Parties agree that, in any event of termination of this Agreement under this Article 10, the Customer will not be entitled to any compensation and/or indemnification, hereby expressly and unconditionally waiving them.

11. POST-TERMINATION EFFECTS

Should this Agreement be terminated under the provisions of Article 10 above, the respective obligations of each Party will automatically terminate except for:

- the rights and responsibilities of the Parties which arose before the termination of the Agreement, which will continue to survive, including those set out in Articles 3 and 4, 6 to 9, and 12.

Any termination of this Agreement shall not affect its provisions which are expressly or implicitly intended to produce or maintain their effectiveness after such termination; in particular, the provisions of Articles 3, 4, 9, 12 and 16 shall remain effective after termination.

12. INTELLECTUAL PROPERTY

The Customer represents and warrants that the use of any material, semi-finished and/or finished product supplied by the latter to CIMAC for the provision of the Services under this Agreement does not infringe in any way on the intellectual property rights of third parties.

The Customer shall indemnify and hold CIMAC, its officials, employees, agents and subcontractors harmless from all costs (including attorneys' and other professionals' fees), damages, claims, losses, expenses and other liabilities of any kind and in any manner whatsoever arising out of or in connection with any claim in connection with the use of materials and footwear provided by the Customer to CIMAC for the provision of the Services under this Agreement in violation of the Intellectual Property rights of third parties.

13. FORCE MAJEURE

The Affected Party will not be liable to the other Party (the "Notified Party") for any delay in performance, non-performance or breach of any of its obligations under this Agreement (and the time limit for performance will be extended accordingly) if and to the extent that the delay, non-performance or breach was caused by a Force Majeure Event.

The Affected Party shall immediately notify the Notified Party of the nature and extent of the circumstances causing the Force Majeure Event.

Should the Force Majeure Event in question persist for more than four weeks after the date of its commencement, the Notified Party will be entitled to terminate this Agreement by communicating this to the other Party in writing, giving at least 10 working days' notice. Once the aforesaid communication has been delivered with all the customary formalities, this Agreement will be terminated on the date indicated in the communication. Neither party will be liable in any way to the other party with respect to the termination of this Agreement due to a Force Majeure Event, but the rights and obligations assumed prior to the termination shall remain in full force and effect.

14. ASSIGNMENT OF THE AGREEMENT

CIMAC has the right to assign to a third party this Agreement, parts of it, the rights, privileges and credits conferred herein. CIMAC may also delegate its obligations under this Agreement and resort to third-party subcontractors.

Notwithstanding the provisions of Article 10, and provided that such disclosure is made only after communication to the other Party of the identity of the proposed transferee, the transferring Party may disclose to the prospective transferee the information in its possession concerning the provisions of this Agreement and the name of the other Party, which it must necessarily identify for the purposes of the proposed transfer.

15. APPLICABLE LAW AND ARBITRATION CLAUSE

This agreement shall be governed by and construed in accordance with Italian law. Any dispute arising out of the interpretation or performance of these Terms and Conditions of Supply or any other claim related thereto shall be submitted to the exclusive jurisdiction of the Court of Milan.

16. CONFIDENTIALITY

Unless both Parties agree otherwise, neither Party shall, during the term of this Agreement or thereafter, disclose its existence and its terms, unless required by law or administrative or judicial authority.

17. COMMUNICATIONS AND NOTIFICATIONS

All communications to the Customer relating to this Agreement may be made by CIMAC by e-mail to the addresses indicated by the Customer at the time of acceptance of the Proposal and Quotation or in the request of test activity and, consequently, they will be considered to be known to the Customer; such a communication shall be deemed to have been received by the other Party on the date of receipt reported on the acknowledgment of receipt. Any changes in the Customer's addresses not communicated to CIMAC will not be enforceable against it. All communications that the Customer intends to send to CIMAC regarding this Agreement shall be sent to info@cimac.it

18. MISCELLANEOUS PROVISIONS

This Agreement cancels, replaces in full and supersedes any previous agreement between the Parties, as well as any other pre-existing understanding. It represents, therefore, the only full manifestation of the will of the Parties in relation to the matter governed herein: therefore, any previous agreement entered into between the Parties shall be deemed to be terminated by mutual consent.

The waiver of the rights granted by this Agreement to one of the Parties, or even the adoption of any conduct or procedure at odds with the content of this Agreement shall be deemed to be an isolated event and, therefore, may not be relied upon as "conclusive conduct" in order to claim a contractual modification or the permanent manifestation of a different contractual will.

This Agreement may only be amended in writing with the signature of both Parties.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Parties acknowledge that this Agreement has been specifically and mutually negotiated and not drawn up through the use of forms, templates or general terms and conditions which the Customer merely had to endorse.

This Agreement may be executed by means of several copies which together shall constitute a single agreement. Each Party may execute this Agreement by signing a copy thereof and this Agreement shall not be effective until it is signed by both Parties. The exchange by fax of a signed copy shall be deemed effective as delivery of a signed copy of this Agreement. If such method is used, and without prejudice to the validity of this Agreement, within a reasonable time each party shall provide the other with the original of the Agreement signed by it.

IN WITNESS WHEREOF, the Parties have signed this Agreement through their duly empowered representatives in the following places and on the following dates

PROPOSAL: 7 - 25

To **CALZADOS ROBUSTA S.L.**

Milano, 03/01/2025


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