



GENERAL TERMS AND CONDITIONS

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1. Subject matter and applicable regulations

These General Contract Conditions govern the Contracts concluded between the Central Friuli University Healthcare Company (hereinafter ASU FC) and the Suppliers, concerning the provision of Services as specified in the relative Technical Specifications and in the request for offer.

The relations between the parties are governed by the following sources:

- a) in the case of a Direct Order (OD): order form and the catalog relating to the Service (if provided on the Electronic Market of the Public Administration - MePA);
- b) in the event of an Order Request (RDO): proposal from the Economic Operator and the relative acceptance of the Ordering Point (PO);
- c) provisions pursuant to Legislative Decree no. 50/2016 subsequent amendments;
- d) provisions referred to in Presidential Decree 207/2010, within the limits established by articles 216 and 217, Legislative Decree no. 50/2016 subsequent amendments;
- e) other provisions, including regulatory provisions, including the tender and special specifications and accounting rules, in force for ASU FC, of which the Economic Operator declares to have exact knowledge and which form an integral part of these Contract General Terms and Conditions;
- f) Civil Code (hereinafter cc) and other regulatory provisions in force regarding private law contracts, as well as, in general, the Italian legislative provisions.

2. Remuneration

In case of OD, the remuneration will correspond to what is indicated in the catalog of the Economic Operator (where applicable). In case of purchase through RDO, the price will be that of the Economic Operator's offer formulated in response to the request of the PO.

The remuneration includes:

- any guarantee provided by the manufacturer and / or by the Economic Operator and / or by third parties appointed by them;
- transport and / or delivery costs and charges, including safety charges;
- all related services indicated in the Technical Specifications and, in general, the provisions of these General Contract Conditions.

All obligations and charges deriving to the Economic Operator from the execution of the Contract must be understood as included in the price. The Economic Operator will not be entitled to other compensation, adjustments, revisions or price increases indicated in the catalog, in the case of OD, or agreed between the Parties, in the case of RDO

2.2 Price revision and adjustment of remuneration

For the first 24 (twenty-four) months the agreed price will remain unchanged.

Starting from the 3rd (third) contractual year, the Economic Operator will have the right to request a revision of the price in accordance with the provisions of art. 106 co. 1, Legislative Decree no. 50/2016 as amended and supplemented.

For the purposes of any requests for adjustment to the cost of living, the same may be granted, after preliminary investigation, to the extent of 75% (seventy-five percent) of the average percentage change detected by ISTAT relating to the contractual year preceding that of the request.

Any adjustment will take effect from the first day of the month following that of the presentation of the request for revision.

Since the price offered by the Economic Operator must take into account the cost of the various elements necessary for the business activity (organizational costs, costs of materials and equipment, personnel costs, etc.) and of any changes; requests of revision based on factors already foreseeable at the time of submission of the offer cannot be accepted. For example, the signing of new national or local employment contracts for employees.

2.3 Variations in the performance of the supply

The activity / consumption data indicated in the Technical Specifications, referred to in the documents, are to be considered presumed and indicative.

It is ASU FC's right to request, if in the course of execution it is necessary, an increase or decrease in performance up to the fifth of the contract amount, the so-called "Fifth obligation", under the same contractual conditions without the Economic Operator being able to claim the termination of the Contract itself, pursuant to art. 106 Legislative Decree no. 50/2016 as amended.

3. Payment of stamp duty and contractual costs

All expenses, duties and taxes inherent to the Contract, with the sole exclusion of VAT, are borne by the Economic Operator.

The service acceptance document, signed by the PO and containing the essential elements of the contract, is subject, in accordance with Presidential Decree 642/1972, to stamp duty in the amount of € 16.00 (sixteen / 00) every four pages (100 lines).

The Economic Operator bears the burden of proving, within 15 (fifteen) natural and consecutive days from the date of communication of the assignment, the payment of the stamp duty by sending, preferably by Certified Electronic Mail (PEC) to the address asu.fc@certsanita.fvg.it, the relative certification (in compliance with the Revenue Agency Resolution no. 96 / E).

Otherwise ASU FC will send the documents to the competent Revenue Agency.

The payment of the stamp duty is a necessary condition for the execution of the contract, which starts from the issue of the order via certified e-mail

4. Conclusion of the contract

Upon adoption of the executive decision to award and in compliance with the terms of the law, the Contract is drawn up in the forms and terms set forth in art. 32, co. 14, Legislative Decree no. 50/2016 as amended.

Upon notification of the award, the Economic Operator is required to produce, immediately and without delay, the following documentation:

- a) where required, the definitive guarantee to the extent and in the manner envisaged, pursuant to art. 103, Legislative Decree no. 50/2016 subsequent amendments;
- b) documentation referred to in art. 17, Legislative Decree no. 81/2008 subsequent amendments;
- c) digital home communication;
- d) communication of the dedicated current account, pursuant to art. 3, L. no. 136/2010.

Failure to present the required documentation will result in the forfeiture of the award, which up to that moment must be considered subject to express termination conditions.

In case of non-stipulation or non-payment of the costs related to the Contract within the fixed term, the Economic Operator automatically lapses from the award and the mandatory relationship is terminated with written communication from ASU FC, which places any further expected expenses.

5. Invoicing and Payments

Payment, as established by Legislative Decree no. 231/2002 and subsequent amendments, will be made within the term of 60 (sixty) consecutive calendar days from the receipt in the Exchange System (SDI) of the electronic invoice (DM n. 55/2013).

The Economic Operator undertakes to include in the electronic invoices the data and information that ASU FC deems to request, within the limits of the provisions in force.

Unless otherwise provided, the Price will be invoiced by the Economic Operator on the Date of acceptance of the supply.

Each invoice issued by the Economic Operator must contain the reference to the Order or to the RDO to which it refers, CIG (Tender Identification Code) and CUP (Unique Project Code), where applicable, on the date of the provision of services on the date of the certificate of conformity verification or attestation of

regular execution, as well as the detail of the services rendered and must be made out and sent to ASU FC.

The billing details are as follows:

Central Friuli University Health Service,
Via Pozzuolo, n. 330 - CAP 33100 - Udine (UD),
Tax code and VAT number: 02985660303
Unique office code (Electronic invoicing): 8Y7R0S
CIG indicated in the tender documents
CUP (if applicable) indicated in the tender documents
Electronic order number: which will be communicated later.

Payment is intended to be made on the date of issue of the payment order.

Invoices are subject to the so-called "Split payment", pursuant to art. 17ter of the DPR n. 633/1972, and therefore require the completion of the appropriate field "BREAKDOWN OF PAYMENTS". The details of the NSO order must be reported on electronic invoices.

Before proceeding with the payment of the fee, ASU FC will verify the regularity of the Economic Operator with regard to the payment of social security contributions and compulsory insurance contributions for accidents at work and occupational diseases of employees through the Single Contribution Regularity Document (DURC).

In the event of non-compliance with contributions, the provisions of art. 30, paragraphs 5 and 6, Legislative Decree no. 50/2016 as amended will be applied.

6. Traceability of payments

The Economic Operator assumes the obligations of traceability of financial flows pursuant to Law no. 136/2010 subsequent amendments, with particular reference to art. 3.

In the contracts stipulated for the execution, even if not exclusive, of this Contract, between the contractor and the subcontractors / subcontractors and in the contracts between subcontractors and their subcontractors, specific clauses must be inserted with which the subcontractors / subcontractors undertake the obligations of traceability of the financial flows referred to in the aforementioned law.

The contractor undertakes to immediately notify the contracting authority and the Prefecture - Territorial Office of the Government of Udine - of the notice of non-fulfillment by its counterpart (subcontractor / subcontractor) of the obligations of financial traceability.

Any changes communicated by the Contractor in relation to the data referred to in the previous paragraphs do not entail the need to stipulate a specific additional deed.

Failure to use the bank or postal transfer or other suitable instruments to allow full traceability of the banking operations relating to this contract constitutes, pursuant to art. 3, co. 9-bis, L. n. 136/2010 subsequent amendments, cause for termination of this contract.

7. General obligations of the Economic Operator

The Economic Operator is responsible for all charges and risks relating to the provision of the Services covered by the Contract, including tax charges, duties and taxes, safety charges, any charges relating to travel and mission expenses, for contract execution staff.

The Economic Operator is required to carry out all the activities covered by the Contract with diligence and adequacy, in compliance with the regulations in force and in accordance with the methods, terms and requirements contained in the Technical Specifications and in these General Contract Conditions.

With regard to its personnel, the Economic Operator undertakes in particular to:

- a) observe all laws, regulations and national and local sector agreements on the subject of economic and regulatory treatment, applying remuneration and contribution conditions not lower than those provided for by the national collective bargaining agreements in force;
- b) comply with all insurance and work obligations, as well as obligations regarding hygiene and

safety, including the provisions of Legislative Decree no. 81/2008 subsequent amendments, as well as the social security and accident regulations;

- c) provide all the individual work and individual protection tools of its technicians, in relation to the risks deriving from the activity to be carried out in the hospital wards;
- d) make use of qualified personnel.
- e) avoid hindering the health, care and technical activities of ASU FC employees.

ASU FC will be exonerated from any form of liability for damages, injuries or other incurred by the staff of the Economic Operator in the execution of the contract. Otherwise, the Economic Operator will be liable for any damage to persons or property deriving from ASU FC due to a fact attributable to the same Economic Operator.

The Economic Operator declares that it has no other ongoing assignments or collaborations irreconcilable with the interest of ASU FC and undertakes not to take on assignments that have problems of incompatibility with the commitment assumed through the Contract or to provide timely communications regarding the possible undertaking of activities that could be incompatible.

8. Final guarantee

Upon signing the contract, the Economic Operator must present the definitive guarantee to be calculated on the contractual amount, according to the measures and methods provided for by art. 103 of the Code.

The definitive guarantee is constituted, at the choice of the contractor:

- a) in government-guaranteed debt securities deposited with a provincial treasury department or with authorized companies as a pledge to the contracting authority; the value shall be that of the day the deposit is received;
- b) the value must be at the rate of the day of the deposit;
- c) without prejudice to the limit on the use of cash pursuant to art. 49 co. 1 of Legislative Decree no. 231/2007, in cash, by bank transfer, in cashier's checks, with payment to the treasury account in the name of ASU FC;
- d) bank or insurance security issued by a banking or insurance company which fulfil the conditions laid down in art. 93 co. 3 of the Code. In any case, the performance bond is in accordance with the standard scheme laid down in art. 103 co. 9 of the Code.

ASU FC avails itself of the right, pursuant to art. 103, co. 11, Legislative Decree no. 50/2016 subsequent amendments, not to request the definitive guarantee for the contracts referred to in art. 36, co. 2, lett. a) of the Decree.

9. Bankruptcy, liquidation, insolvency proceedings and termination

In the event of dissolution or liquidation of the Economic Operator, ASU FC, at its sole discretion, has the right to demand the contractual termination by the Economic Operator in liquidation.

In the event of bankruptcy or admission to insolvency proceedings in general, the contract is considered fully terminated with effect from the day of the declaration of bankruptcy or admission to insolvency proceedings, without prejudice to the Company's right to retrieve the deposit.

10. Withdrawal

ASU FC has the right to unilaterally withdraw from the Contract, according to the option provided for by art. 1671 of the Civil Code, in the following cases:

- a) just cause,
- b) repeated non-fulfillment by the Economic Operator, even if not serious.

Just cause occurs, by way of example:

- a) if an appeal has been filed against the Economic Operator pursuant to the bankruptcy law or

- other applicable law regarding insolvency proceedings;
- b) in the event of organizational changes involving ASU FC, which affect the execution of the Contract;
- c) any other fact that causes the fiduciary relationship underlying the Contract to cease to exist;
- c) legislative, regulatory and authorization provisions, regional directives on economics and public finance that do not allow the continuation, in whole or in part, of the Contract;
- d) CONSIP SpA or the Single Regional Client Center (CUC) stipulates an agreement at more advantageous economic conditions than those provided for in the Contract.

In case of termination, the provisions of art. 109, Legislative Decree no. 50/2016 as amended are applied. The right of withdrawal must be exercised, with a notice of at least 30 (thirty) days, to be communicated to the Economic Operator via PEC, after which the Company takes delivery of the Services and verifies the regularity of the same. In this case, the remuneration for the activity actually carried out up to the date of withdrawal will be paid to the Economic Operator.

The Economic Operator may withdraw from the Contract only for just cause to be communicated in writing to the Company, by PEC, with a notice of at least 30 (thirty) days.

In this case, the Economic Operator will be paid the consideration for the activity actually carried out, where useful for the Company, up to the time of withdrawal.

11. Penalties

The Economic Operator is responsible for the correct performance of all services requested in these General Contract Conditions and in the Technical Specifications and must guarantee full coverage of damages caused directly or indirectly to ASU FC, deriving from the failure, inadequate or delayed fulfillment of the required obligations, without the right to any compensation.

In the event of a delay with respect to the maximum terms established or failure to properly perform the services covered by the Service, the Economic Operator is required to pay a penalty equal to 1 ‰ (one per thousand) of the envisaged amount, without prejudice to compensation for the greater damage.

The application of the penalty must be preceded by a contestation by means of a certified e-mail with respect to which the Economic Operator will have the right to present, within and no later than 10 (ten) days from receipt of the same, any counter arguments by means of certified e-mail. In case the counter-arguments are not acceptable or there has been no reply or the same has not arrived within the indicated term, penalties may be applied to the Economic Operator starting from the beginning of the non-fulfillment. The Company has the right to terminate the contract after the application of three penalties, which can be combined with each other.

The penalties are applied by issuing debit notes and discounted by reducing the amount at the time of payment.

In cases where the fees payable to the Economic Operator are not sufficient to cover the amount of the penalties or that of any further damage caused, ASU FC may claim back on the final security deposit.

12. Assignment of contract, assignment of claims and subcontracting

The assignment of the Contract is prohibited, it follows that the Economic Operator may not assign to third parties, for any reason, neither the Contract nor the rights arising from it, without prejudice to the provisions of art. 106, Legislative Decree no. 50/2016 as amended

The Economic Operator must indicate at the time of the offer the parts of the supply that it intends to subcontract or grant in piecework within the limits and in compliance with the obligations set out in art. 105, Legislative Decree no. 50/2016 as amended. In the absence of such indications, subcontracting is prohibited.

13. Express termination clause

The contract may be terminated by right (ipso iure), for non-fulfilment, pursuant to Article 1456 of the Civil Code, even without prior warning, in the event that the Economic Operator omits or delays without

justification the performance of the obligations contained in this document and in the Technical Specifications, or in the event of serious non-fulfilment that damages the relationship of trust between the Economic Operator and the Company itself.

Furthermore, the following are grounds for termination of the contractual relationship:

- a) total or partial transfer of the contract;
- b) violation of the traceability obligations of financial flows (Law no. 136/2010);
- c) violation of the obligations referred to in Presidential Decree 62/2013;
- d) failure to comply with the provisions contained in the Integrity Pact;
- e) the cases provided for by art. 108, co. 2, Legislative Decree no. 50/2016 as amended

In the event that the Economic Operator incurs non-fulfillments other than those referred to in the previous paragraph, ASU FC reserves the right to proceed with the termination of the contract subject to a warning, pursuant to articles 1454 et seq. of the Italian Civil Code.

ASU FC reserves the right, in any case, to launch a new tender procedure or to contact the Economic Operator that follows in the ranking, charging any additional costs incurred for the assignment to third parties to the defaulting Economic Operator. Otherwise, in the case of lower costs incurred, nothing will be asked to the defaulting Economic Operator.

The termination of the contract entails the forfeiture of the definitive deposit and / or the possibility for ASU FC to act pursuant to art. 1936 and seq. of the Civil Code, in addition to any claim for damages, pursuant to art. 1223 of the Civil Code.

14. Disputes

Any disputes that may arise on the interpretation and execution of this contract, which cannot be defined in an administrative and amicable way, will be devolved to the jurisdiction of the Ordinary Judicial Authority. The competent court will be that of Udine.

15. Processing of personal data

The data will be processed by means of tools and / or methods aimed at ensuring the confidentiality and security of the data, in compliance with the provisions of Legislative Decree no. 196/2003, as amended by Legislative Decree no. 101/2018 of transposition of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 ("GDPR").

The data controller of personal data is the Central Friuli University Healthcare Company (ASU FC), in the person of the General Manager, with registered office in Via Pozzuolo, n. 330 Udine - 33100, which will carry out the processing, in paper and / or electronic mode, limited to the performance of the activities covered by this Contract.

The data in question will not be disclosed to third parties, without prejudice to the right of access of any interested parties pursuant to Law no. 241/1990. In this case, ASU FC will be responsible for acquiring the consent of the Economic Operator.

The interested party may contact, at any time, the Data Protection Officer (D.P.O.) of ASU FC, forwarding the request to the dedicated email address, rdp@asufc.sanita.fvg.it depositing the request in writing at the Protocol Office or sending it by registered letter with return receipt to the headquarters of ASU FC. In the event of an alleged violation, it is also possible to lodge a complaint with the Guarantor Authority for the protection of personal data.

16. Final clause

The Contract and its annexes constitute an integral manifestation of the will of the Parties, who have full knowledge of its clauses, having negotiated their content, and which they declare to approve both individually and as a whole.

Any changes to this Agreement and its annexes must be approved in writing.

Any lack of validity or efficacy of one of the clauses in this Contract does not result in the lack of validity or

efficacy of the Contract as a whole.

Any omission or delay in ASU FC's request to fulfill the Contract does not in any case constitute a waiver of the rights due to it, within the limits of the prescription.

17. References to other regulations

Although not expressly provided, please refer to the provisions of the Civil Code on the matter.

For ASU FC
The Director of SOC Goods and Services (*)

For Economic Operator
the legal representative
(*)

() The document is digitally signed pursuant to art. 20 paragraph 1bis) Legislative Decree n. 82/2005 subsequent amendments and replaces the paper document and the handwritten signature.*

1. The Economic Operator undertakes to return a copy of these "General Terms and Conditions" duly completed and signed.

2. The duly signed documents may also be sent by certified mail (to the P.E.C. address asufc@certsanita.fvg.it). In this case, the electronic signature is required.

In the event that the signature is affixed by a person other than the legal representative, the transmission of the deed conferring the relative powers is required.

Pursuant to art. 8 of Law no. 241/90 subsequent amendments, the following is communicated: Competent administration: Central Friuli University Health Authority (ASU FC); Person in charge of the procedure: dr Guerrino Varutti.