

# GENERAL TERMS

REVISION 1 OF 6\_07\_2020 / VALID FOR ALL THE CONTRACTS SIGNED FROM 6\_07\_2020



## General conditions of service provision

The following general terms of provision shall apply to all our offers and provisions, even those orally agreed, and in case they will prevail over any general terms of purchase of the Contractor.

### **ART. 1 / DEFINITIONS**

Contractor: natural or legal person entering into a contract with Mixa for the provision of one or more services.

Contract: Mixa's proposal for the provision of one or more services accepted by the Contractor.

\*Spot contract: contract concerning one or more one-time services. In any case, the contract including such terminology in the title.

\*Periodic contract: contract concerning one or more duration services with payment by installments (e.g. monthly, quarterly...). In any case, the contract including such terminology in the title.

\*Pay as you go contract: request for daily services - predetermined - "on demand" by the Contractor. In any case, the contract including such terminology in the title.

General terms: these terms and conditions governing the provision of services.

Daily performance: activities to be carried out in the Contractor's premises and / or in Mixa's and lasting eight hours / day.

Mixa staff and collaborators: "Mixa staff " refers to all employees of the company, regardless of the type of employment contract, qualification and position held, including shareholders. "Collaborators" on the other hand, are all those natural or legal persons, not subordinated to Mixa, that can be used by Mixa to conclude the Contract and / or to run the services requested by the Contractor.

Services: set of services offered by Mixa and included in the contract.

### **ART. 2 / CONTRACT FINALIZATION**

Depending on how negotiations are carried out, the Contract will be considered finalized in the following alternatives:

- a) once the Contractor has undersigned it and the original copy has been materially delivered to Mixa;
- b) once the Contract undersigned by the Contractor is submitted via fax number to Mixa or to the following email address [commerciale@mixaconsulting.it](mailto:commerciale@mixaconsulting.it). In the latter case, however, the Contractor is still obliged to transmit to Mixa, within ten days from the submission via fax / email, the original copy of the undersigned Contract, with proof of receipt borne by the Contractor himself. Non-transmission, however, does not in any case entail invalidity or ineffectiveness of the finalized Contract.

### **ART. 3 / CONTRACT EXECUTION**

The timing of service provision eventually indicated in the Contract can't be considered essential terms of this Contract. The obligation undertaken by Mixa with the Contract must be intended as an obligation of means and not of result..

## **ART. 4 / CONTRACT DURATION**

The spot contract will last from the date of finalization until the end of the activities subject of the Contract.

The periodic contract and the pay-as-you-go one, on the other hand, will be valid for one year with effect from the date of contract finalization.

## **Art. 5 / AUTOMATIC RENEWAL**

Automatic renewal is planned for periodic and pay-as-you-go contracts. These are meant automatically renewed from year to year unless the Contractor gives notice of its intent not to continue the contract with a formal written cancellation via registered letter or certified e-mail which must be received by Mixa at least 30 (thirty) days before the natural termination of the Contract.

## **Art. 6 / NON-ASSIGNMENT CLAUSE**

The Contract signed between the Contractor and Mixa, the rights and obligations deriving from it, the Services purchased cannot be assigned to third parties - in whole or in part -, unless prior written consent is given to the contracting partner, except for the assignment of the credit that Mixa will be able to freely transfer to third parties.

## **ART. 7 / OBLIGATIONS OF THE CONTRACTOR AND PENALTIES IN CASE OF VIOLATION OF THE PROHIBITION TO CONTRACT WITH THE STAFF OF MIXA AND / OR ITS COLLABORATORS**

To allow Mixa the proper execution of the Contract, the Contractor undertakes to:

- Promptly indicate the names of competent internal representatives with whom to speak for the execution of the service offered;
- Indicate the names and contact details of the people (internal / external) to whom Mixa staff can turn to acquire documentation and / or information useful in the carrying out of the conferred professional assignment;
- Promptly provide Mixa and / or its collaborators with any information / documentation requested by them for the execution of the assignment: the information and documentation must be correct, truthful and intelligible;
- The Contractor undertakes to do everything necessary to allow Mixa and / or its collaborators the correct execution of the obligations deriving from the Contract;
- Provide Mixa with information, personal data of employees or third parties previously acquired and processed by the Contractor itself (data controller) in compliance with the current legislation on privacy;
- Keep secret, confidential and not disclose news, information, data acquired during the assignment performed by Mixa and / or its collaborators;
- In the pay-as-you-go contract, the Contractor commits to write a report of the daily activities carried out by the Mixa responsible with indications of the hourly duration of the performance;
- The Contractor commits not to enter into business, for the twenty-four months following the conclusion of the Contract with Mixa (whether it occurs by natural expiration or, fulfillment, will / faculty of the parties, judicial decision ...), not even by means of an intermediary (natural or legal), any contractual relationship with the staff of Mixa or its collaborators, who have provided contributed even if only incidentally, to the conclusion of the Contract, the execution of the same and the implementation of the services purchased by the Contractor, unless expressly authorized in written form by Mixa. In case of violation of such a provision, the Contractor will be required to, in accordance with art. 1382 of the Italian Civil Code, to pay Mixa the sum of forty thousand euros / 00 as title of penalty, without Mixa having to waive claims for greater damages deriving from the behavior of the Contractor;
- Lastly, the Contractor acknowledges that Mixa has adopted its own Code of Ethics, published on the website [www.mixaconsulting.it](http://www.mixaconsulting.it) and commits to comply with the principles and rules of conduct contained therein.

## **Art. 8 / INDEMNITY**

By signing the Contract, the Contractor commits to indemnify Mixa from any prejudicial consequence deriving from its own violations of law provisions, regulations, uses, customs, contractual clauses, relative or even only connected to the Contract.

## **ART. 9 / WITHDRAWAL AND RELEVANT PENALTY**

Mixa and the Contractor may withdraw from this contract, ad nutum, by means of a written communication sent by registered letter with return receipt or by certified e-mail to the contractual counterpart with a minimum notice of 30 (thirty) days.

In case of withdrawal exercised by the Contractor, the latter will be required to pay Mixa, within thirty days of the validity of the same, the amount of the expenses incurred and the activity performed up to the date of termination of the Contract as well as a penalty, by way of loss of profit, equal to: 50% of the total balance, plus legal accessories, in spot contracts; 50% of the total annual balance, plus legal accessories, in periodic contracts.

## **Art. 10 / TERMINATION OF CONTRACT - EXPRESS TERMINATION CLAUSES**

Without prejudice to any termination hypothesis provided for in the Contract or by law, the Contract between Mixa and the Contractor will be deemed automatically resolved in accordance with art. 1456 of the Civil Code:

- a) In the event that the Contractor is subjected to bankruptcy or other insolvency proceedings, or to protests and / or enforcement procedures.
- b) In the event of any breach of the peremptory terms and methods of payment indicated in the Contract.
- c) In the event of violations by the Contractor of the obligations contained in articles 2 "completion of the contract", 6 "ban on assignment", 7 "obligations of the contractor and penalties in the event of violation of the ban on contracting with the employee / in charge of Mixa ", 8 " indemnity ", 13 " various and possible ", of these general conditions of contract.

Occurring one of the previous circumstances, the Contract is considered terminated by law, regardless of any assessment in relation to the seriousness and importance of the non-fulfillment.

Only the non-defaulting party can enforce the termination of the contract referred to in this Article, by sending a specific communication via registered letter with return receipt or via CEM to the contact details of the contracting counterpart, as indicated in the Contract or in any notice of change, and will be valid from the day of its dispatch.

In any case, the defaulting party will have to restore full compensation for damages suffered by contracting counterpart.

## **Art. 11 / MODIFICATIONS OF THE CONTRACT**

Any modification and / or integration of the Contract must be previously approved by the parties and made in writing.

## **Art. 12 / NOTICES**

Any variation in the company headquarters and / or contact details (CEM address, fax number, email address of the contact person ...) must be communicated in writing to the contracting counterpart.

In case of changes not previously communicated, any notice sent to the addresses indicated in the Contract must be considered known by the recipient, regardless of its actual reading.

## **Art. 13 / OTHERS AND ANY**

The Contract does not attribute the Contractor any ownership over intellectual property rights concerning the services offered by Mixa or on any software / devices necessary for the provision of the aforementioned services, nor does it recognize express license rights.

The Contract does not grant the Contractor the rights to use the Mixa trademarks or logos.

By signing the Contract, the Contractor authorizes Mixa to use its name and brand, merely as a reference, among its customers or prospects in the context of presentations, training events or other promotional material, including publication in the appropriate area of the Mixa website and / or its social pages.

Any tolerance by one of the parties of behaviors adopted by the other party in violation of the provisions of Contract and these General Terms does not constitute a waiver of the rights deriving from the violated provisions, nor to the right to demand the exact fulfillment of all the terms and conditions contained in the Contract or in these Conditions.

**Art. 14 / JURISDICTION AND GOVERNING LAW**

In the event of disputes arising or even only connected to the Contract and / or to the General Terms, the Jurisdiction will be the Italian one and the only competent court to decide will be that of Padua.

The governing law of the entire Contract and of these General Terms is the Italian one.