# DISBURSEMENT REGULATIONS

# (for requests concerning the purchase of material, equipment, vehicles, instrumentation, etc.)

Please note that any disbursement assigned to your Organisation/ Association for the purchase of material, equipment, vehicles, instrumentation submitted by you, shall be subject to the conditions referred to in the contractual regulations set out below that we ask you, as the applicant for the disbursement, to return to the Foundation together with the contribution application, duly signed by the Legal Representative for full and unconditional acceptance of that provided for herein.

1. The disbursement may be assigned for the purchase of the goods referred to in the application submitted on .
2. The Beneficiary is required to use the amounts disbursed, solely and exclusively, for purchase of the approved goods, within the limits and under the conditions decided by the Foundation, as well as within the terms indicated in the estimate included in the application.

The Fondazione Banca del Monte di Lombardia reserves the right, in the case of assignment, to directly purchase the goods requested.

1. In the event of circumstances or requirements relating to the purchase such as to justify a change in the request submitted, the Beneficiary shall promptly contact with the Foundation in order for the latter to take the appropriate decisions.
2. The disbursement shall take place, in principle, through the settlement of invoices relating to said purchase issued to the Beneficiary subsequent to the date of disbursement, unless otherwise decided by the Foundation. The latter may in any case, at its sole discretion, make advance payments on the disbursement granted.
3. The Beneficiary shall notify and demonstrate to have made the purchase no later than six months from notification of assignment. This without prejudice to the possibility that such deadline is extended by the Foundation for another three months at the justified request of the Beneficiary. Failure to make the purchase within the deadline indicated above and, in any case, failure to make the above-mentioned notification, shall result in forfeiture of the disbursement, unless otherwise decided by the Foundation.
4. The Foundation may at any time, also making recourse to the technicians of its choice, verify the status of use of the goods, in order to verify its consistency with the objectives that justified such disbursement. The Beneficiary shall provide all the information requested in this regard. In the event of omission or provision of partial or false information, the Foundation may suspend the disbursement or, as appropriate and at its sole discretion, order its revocation.
5. The Beneficiary shall promptly notify the Foundation of any change in its organisational structure and of the Legal Manager, as well as any fact or circumstance directly or indirectly affecting the use of the goods and, in any case, the social utility of the same.
6. The Beneficiary shall agree in advance with the Foundation itself the procedures for making assignment of the disbursement public. Similarly, the Beneficiary shall submit in advance for the approval of the Foundation any communication, announcement, leaflet, brochure, etc. in which reference is made to the disbursement and/or to the Foundation.
7. The Beneficiary shall be required to reimburse the disbursements received and in any case reimburse the Foundation the costs incurred by the latter for purchase of the goods, in the case of violation of the obligations taken herein.
8. By signing and returning a signed copy these contractual Regulations, the Beneficiary declares to have carefully read that contained herein and, consequently, undertakes to fulfil the commitments taken.
9. For any disputes, the Court of Pavia shall have sole jurisdiction".

The Beneficiary

(The Legal Representative)