

## **General conditions of supply of goods and services**

This document sets out the general conditions of supply to Ampacet (hereinafter also referred to as the **buyer**), and applies to all existing and potential suppliers, irrespective of their legal status (for example: companies, free-lance professionals or artisans). These conditions do not apply in the case of other contractual arrangements signed, unless explicitly referred to.

This document is included in purchase orders or order confirmations, as well being available in its updated version available on

[http://www.ampacet.com/general\\_conditions\\_english/](http://www.ampacet.com/general_conditions_english/)

Document under review: **1st January 2016**

## **Corporate Responsibility**

Under the buyer's Code of Conduct, a document with which the supplier states it is acquainted, the supplier undertakes to respect ILO and United Nations conventions on human and workers' rights, including those specific to childhood, discrimination and respect for diversity.

The buyer also declares its respect for applicable National Collective Bargaining Agreements and that it seeks as much as possible to apply these principles throughout the supply chain.

The supplier undertakes to comply with rules designed to ensure adequate levels of health and safety for workers, employees and all those affected by the activities of the supplier and to cooperate in the preparation of joint health and safety in the workplace documents.

Finally, the supplier shall inform the buyer of any problem relating to working conditions and the rights of workers and shall collaborate and participate, within the sphere of its areas of responsibility, in the monitoring and control of safety plans.

The supplier shall inform the buyer promptly should it become aware of promises of presents, gifts or money connected to commercial relationships, from the buyer's personnel.

If applicable, the supplier shall comply promptly and always within the terms of the law, with that laid down concerning the joint liability of the contractor with the sub-contractor, concerning contract activities as defined by articles 1655 and subsequent articles of the Italian Civil Code.

## **Safety of the product supplied**

It will also provide products with all labels and declarations of conformity required by the above provisions or the customer, and will provide all the product data sheets and product manuals. These documents must be compiled in accordance with the relevant technical standards and must also contain all necessary environmental information including that covering product disposal. All information and data provided will relate to internationally recognised test methods.

## **Other safety issues and hygiene**

The supplier shall observe safety procedures and procedures for accessing the Ampacet plants; such documents, including emergency plans, are available at production units.

In the case of bids or works contracts the Supplier shall provide what is necessary for the purposes of qualification in compliance with the procedures implemented by the purchaser and shall collaborate and cooperate in the drafting of any resulting necessary documents required by law. The

Supplier shall update all information and the above-mentioned documents sent to the Purchaser in a punctual and immediate manner.

When entering areas within the competence of Ampacet, the Supplier's personnel must be in possession of the relevant identification badge.

The supplier in case of violation of the above, by fact or deed for which it is responsible, acknowledges that the buyer may terminate all contracts or agreements in place with immediate effect pursuant to Art. 1456 cc, giving notice by registered letter with return receipt, without prejudice to every other legal option and the right to recover damages.

### **Environmental friendliness**

The supplier undertakes to comply with the environmental procedures in force at Ampacet premises or connected to particular activities. The supplier undertakes to provide the environmental documents and permits upon request, such as authorisations for transport and disposal of waste.

Unless otherwise specified, scrap, residues related to the activities performed and any waste will be managed and disposed of by the supplier in accordance with the provisions of law.

The supplier also undertakes to cooperate to the best of its ability to reduce environmental impact.

The supplier undertakes to immediately inform the buyer about any possible changes or modifications to the permissions necessary for the service relative to the contract or agreements in place.

### **Legislative Decree 231 of 2001**

Pursuant to the effects of this decree, in carrying out activities covered by the contract the supplier undertakes, via its directors, officers, employees and partners, to follow the standards contained in the Code of Conduct and the Model of organisation and management adopted by the buyer, who declares to know and accept the principles, terms and conditions.

If the above-mentioned model is breached, as a result of circumstances and/or actions which can be attributed to its own responsibility, the supplier acknowledges that the buyer shall have the right to terminate this contract with immediate effect ex art. 1456 c.c., giving notification of it by recorded delivery mail with notice of receipt, without prejudice to any right to compensation of damages.

The supplier also states that it is not aware of any investigations against it regarding criminal offences under Legislative Decree 231 of 2001 and has no convictions with final judgement regarding such offences. The supplier undertakes to promptly inform the buyer of every possible aspect or problem involved in the application of this decree.

### **Confidentiality of Information**

The supplier agrees to provide truthful and precise documents, information and data it disposes of legally.

The supplier undertakes to keep strictly confidential all information, news and data of which it will become aware during or in connection with any activity pertaining to the performance of the contractual and commercial relationship. In particular, the following information about the buyer must be treated as confidential: customer lists, commercial policies, technical and product formulas, manufacturing processes and production techniques, materials and purchasing policies, industrial research and competitive activities, inventions and patents.

The supplier undertakes to immediately report any situation leading to a reduction in security and

confidentiality, allowing the buyer to take all possible measures as appropriate.

The undertakings listed above remain valid following termination of the contractual arrangements for a period of one year and do not apply to data and information known to third parties or required by supervisory bodies or public authorities.

The supplier declares that the processing of the buyer's data has been performed in accordance with Legislative Decree 196 of 2003.