

General Information and Rules of Conduct for Suppliers of Satisloh Italy Srl

1. Ethic Code Applicable to Suppliers

This document represents the set of rules that individuals or legal entities delivering to Satisloh Italy Srl (hereinafter the "Buyer") commercial goods and rendering services on basis of a supply contract of purchase order (hereinafter "Supplier") shall accept and respect in order to be qualified as a Supplier by our company. The purpose of the present document is to manage properly all risks that may occur in connection with Buyer's activities according to the application of the Legislative Decree 231/2001.

The present document applies in compliance with the enforced legislative dispositions in matters of supply and sub-supply and may be integrated with specific conditions of supply that will be stipulated from time to time if necessary. The present regulation shall not apply where specific obligations for the Supplier regulated by law exist.

This document is referred to in each purchase order and/or order confirmation, as well as on the Satisloh Group website: www.satisloh.com

2. Supplier's Commitments

The Supplier commits to support and respect the rules underwritten by the International Labor Organisation (ILO) and by the United Nations (UN) in matters of human rights and workers including those specific rules about the childhood, the discrimination and the respect of the diversities.

The Supplier commits moreover to respect the National Collective Labour Contracts (CCNL) rules, requirements imposed by Immigration's legislation, the rules governing the status of the foreign worker, the provisions on the prevention of illegal labour and to apply as much as possible these principles throughout the supply chain.

The Supplier engages itself to respect the rules provided for ensuring adequate levels of health and safety for the workers, employees and all people involved in the activities of the Supplier and to cooperate in editing joint documents pertaining to safety and health in the workplaces.

Furthermore, the Supplier engages itself to inform Buyer about any problem related to working conditions and to the rights of the workers and to cooperate and participate, upon Buyer's request and according to its competence, in monitoring and controlling activities of the Buyer in terms of social responsibility, including the aspects of verifications and compliance.

The Supplier undertakes to promptly inform the Buyer, using the ad-hoc information channels, about improper conduct or failure to respect the provisions of the law by parties representing the Buyer itself, such as promises of gifts, presents, money or other kind of undue advantages.

3. Safety and Quality of the Product Supplied

The Supplier engages itself to supply products and render services to Buyer in compliance with the laws in force in relation to the intended use and to the respective country. Supplier commits to supply products equipped with all the labels and declarations of conformity provided by the above mentioned regulations or at Buyer's request (for example: the Supplier shall provide all technical cards of the products and all user's manuals). Such documents must be drawn up in accordance with technical reference standards and contain the necessary environmental information including the aspects of product's disposal.

All indications and data provided by Supplier must comply with international and officially recognized methods of tests.

The Supplier commits to supply products of which it has full power of disposition and ownership of trademarks, licences or intellectual property rights including aspects of software copyright.

4. Other Safety Aspects

The Supplier engages itself to provide upon Buyer's request, any documents and certificates including, but not limited to, a certificate of registration to the Chamber of Commerce or equivalent document, authorization to act in the market with its activity, DURC or similar documents (a certification attesting the regular social contributions paid by the company to Social/Insurance/Welfare or similar authorities), as well as extract of their risk assessment and costs of security.

The Supplier commits to cooperate, if necessary, to the editing of the DUVRI (as required by the Legislative Decree 81/08 in matter of health and safety in the workplaces).

When visiting or staying at the Buyer's premises, the Supplier's stuff shall be provided with special identification cards as per Legislative Decree 136/2010.

5. Respect for the Environment

The Supplier undertakes to respect the environmental procedures set at Buyer or linked to specific activities. The Supplier undertakes to provide documents and environmental authorizations upon request, for example authorizations to transport and disposal waste. If not otherwise specified, wastes coming from activities performed by Supplier are to be managed in accordance with applicable laws.

Furthermore, the Supplier, based on its own possibilities, undertakes to cooperate with Buyer in order to reduce environment impacts. The Supplier undertakes to inform the Buyer immediately with regard to any possible variation or change of the authorizations needed for deliveries and services related to the existing contract.

6. Legislative Decree 231/2001

The Supplier affirms not to have been convicted by final judgment of one of the crimes stipulated in Legislative Decree no. 231/01 or Special Laws generating an administrative liability for legal entities.

The Supplier undertakes to promptly notify the Buyer, in writing, of any changes to the commitments and requirements set out in this document.

In case of violation of the above mentioned obligations, Supplier acknowledges that the Buyer will be entitled to terminate with immediate effect pursuant to art. 1456 of Civil Code any purchase order or agreement in place by giving notice by registered letter with acknowledgment of receipt, without prejudice to and reserving the right of Buyer to compensation for damages and any other rights granted to Buyer by the law.

7. Information and Privacy

In relation to the provisions set forth in Art. 2 to Art.6 above, Supplier shall provide Buyer with documents, information and data lawfully obtained, accurate and precise.

The Supplier undertakes to keep strictly confidential all information, news and data coming to its attention during or in connection with any activity pertaining to the enforcement of contractual and commercial relationship with Buyer. In particular, the following should be considered confidential Buyer information: customer lists, trade policies, technical specifications, manufacturing processes and manufacturing techniques, materials and procurement policies, industrial research and competitive inventions and patents. The Supplier agrees to promptly report any situation that brings the cessation of the conditions of security and confidentiality, allowing the Buyer to take all possible measures as appropriate. The commitments listed herein above remain valid after termination of contractual agreements for a period of 5 years and does not apply to data and information publicly known or known to third parties lawfully without breach of this confidentiality undertaking or required by the regulatory authorities.

The Supplier declares its conformity with the Legislative Decree 196 of 2003.

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