
Standard Purchasing Terms

SILCART S.p.A. Standard terms of purchase of goods and services

The present document lays out the general conditions regarding the supplying of SILCART S.p.A. (hereafter referred to also as 'Purchaser') and shall be applied to all current and future suppliers.

The present conditions shall not be applied in the case of other signed contractual forms unless expressly referred to.

The present document is referred to in buy orders or in confirmations of orders, as well as being available in its most recently updated version on our website: <http://www.silcartcorp.com>.

Corporate responsibility

In accordance with that provided for in the ethical Code of the purchaser, a document that the Supplier acknowledges, the Supplier undertakes to respect the conventions (agreements?) issued by the ILO and by the United Nations with regard to the subject of human rights and workers' rights, including those which specifically concern the questions of infancy, discrimination and respect for diversity.

The Supplier moreover declares that the applicable terms of the National Labour Contract shall be respected and that where possible these principles shall be applied along the whole supply chain.

The Supplier undertakes to respect the rules that guarantee adequate levels of health and safety for workers, collaborators and all those who may be involved with the Supplier's activity, as well as to collaborate in the preparation of the relative documents regarding questions of safety and health in the workplace.

The Supplier lastly undertakes to inform the Purchaser of any problem arising with regard to the working conditions and the workers' rights, and to collaborate and participate, as far as possible, in the activities of monitoring and control of the Purchaser's actions of social responsibility, including the aspects of auditing and certification.

Safety of the product supplied

The Supplier undertakes to supply products and services that conform to the legislative provisions currently in force, with regard to the use for which the said products are designed, and to the country concerned. The Supplier shall furthermore furnish products that display all the labelling and declarations of conformity that are required as mentioned above, or requested by the Purchaser and shall furnish all the Safety Data Sheets and Technical Information Sheets of the products and manuals for use. These documents must be drawn up in accordance with the regulations currently in force and the technical standards of reference, and must contain all the necessary information of an environmental nature, including the aspects of disposal of products. All the indications and the data furnished must refer to methods that have been approved and acknowledged on an international level.

Other aspects of safety and hygiene

The Supplier undertakes to furnish, upon request, the documents as required in the procedures of the Purchaser with regard to questions of hygiene, health and safety in the workplace (including those relating to visits to the plants and offices, and to the identification of people entering the establishment). The Supplier undertakes to promptly and readily update all information and documents sent to the Purchaser that are essential for the qualification as described above or as required by law.

In the case of contract or equivalent, the Supplier undertakes to collaborate if necessary with the drawing up of the DUVRI (obligatory Italian document regarding safety in the workplace, in conformity with that provided for in the Italian Unified Code in terms of safety in the workplace), to deliver the required documents and to equip all members of staff with a special identification badge that should be worn if possible.

In the event of any infringement of the specifications described above, due to any actions or facts demonstrating responsibility, the Supplier acknowledges that the Purchaser shall have the power to rescind with immediate effect, as per article 1456 of the Italian Civil Code, any ongoing contract or agreement, communicating the intent by registered mail with notice of receipt or via certified electronic mail at the following address: silcart@pec.silcartcorp.com, save any other option of law and with the right to ask for compensation for damages.

Respect for the environment

The Supplier undertakes to respect the environmental procedures in force in all the plants and the offices of the Purchaser. The Supplier undertakes to furnish upon request all the documents and authorizations regarding the environment or activity of the plant itself, for example, authorizations for transport and disposal of waste, vehicle registration documents of ADR motor vehicles and driving licenses or special certificates.

Standard Purchasing Terms

If not otherwise specified, the waste and residues relating to the activity of the plant shall be managed and disposed of, according to the laws in force.

The Supplier shall furthermore undertake, as far as possible, to collaborate towards reducing the environmental impact. The Supplier shall immediately inform the Purchaser with regard to any variation or modification in the authorizations necessary for services relating to the contract or to any ongoing agreements.

Legislative Decree 231 of 2001

Pursuant to and in accordance with the above-mentioned Decree, the Supplier undertakes, in the persons of all managers, directors, employees and collaborators, to adhere to the rules laid out in the Ethical Code in the performing of all activity inherent to the Contract and the Model of organization and management adopted by the Purchaser, which is fully acknowledged and the principles, terms and conditions of which are fully accepted.

In the event of any infringement of the model above-mentioned, due to any actions or facts demonstrating responsibility, the Supplier acknowledges that the Purchaser shall have the power to rescind the present contract with immediate effect, as per article 1456 of the Italian Civil Code, communicating the same by means of recorded delivery mail or by Certified Electronic Mail at the following address: silcart@pec.silcartcorp.com, save any other option of law and with the right to ask compensation for damages.

The Supplier furthermore declares to not be involved in any investigation with regard to offences as per Legislative Decree 231 of the year 2001 and to have had no definitive convictions with regard to any such offences.

The Supplier shall promptly inform the Purchaser of any possible aspect or criticality regarding application of the above-mentioned decree.

Information and confidentiality

The Supplier undertakes to furnish all documents, information and data that are held legally. The Supplier undertakes to keep all information, news and data arising from or in relation to any activity inherent to the contract and to commercial relations strictly confidential. In particular, the following information relating to the Purchaser must specifically be considered confidential: lists of clients, commercial policies, technical information sheets and product formulas, production processes and production techniques, materials and purchasing policies, industrial and competitive research, inventions and patents.

The Supplier must promptly notify the Purchaser of any situation that may lead to not observing fully the conditions of safety and of confidentiality, thus allowing the same to take all possible steps necessary.

The commitments listed above remain valid after the cancellation of the contractual agreements for the period of a year; this does not apply to data and information known to third parties or requested by auditing bodies or by public authorities.

The Supplier declares that the data of the Purchaser will be handled in accordance with the terms of the [European Regulation 679/2016](#) and by national legislation – for Italy Lgs. D. 196 of 2003, modified by Lgs. D. 101/2018 .