

Emesso da: Acquisti

Approvato da: Direzione Generale

**1. DEFINITIONS AND SCOPE OF APPLICATION**

1.1 In addition to the terms and expressions defined elsewhere in this document, in the general purchase conditions set out herein (hereinafter the “**GPC**”), the following terms shall have the meanings specified below:

- “**Arneg**”: the company Arneg S.p.A., with registered office at Via Venezia 58, 35010, Campo San Martino (Padua), Italy;
- “**Supplier**”: the company, natural person, association or other legal entity that supplies or agrees to supply products to Arneg;
- “**Party/Parties**”: Arneg and/or the Supplier;
- “**Supplies**”: all products supplied by the Supplier to Arneg;
- “**Order**”: each purchase order relating to a single Supply, transmitted by electronic mail or by any other means of communication previously agreed between the Parties;
- “**Delivery Term**”: the delivery term agreed between Arneg and the Supplier and/or confirmed by the Supplier through the WEB UP ARN system.

1.2 The GPC shall apply to all Supplies, regardless of whether the contract is qualified as a supply of goods or as a contract for services, unless otherwise provided in the specific clause. It is further understood that these GPC shall prevail over any other provisions that may be contained in any order confirmations, proposals and/or other documentation issued by the Supplier.

**2. SUPPLIES**

2.1 Unless otherwise agreed between the Parties, the quantities and delivery times to be complied with by the Supplier shall be those indicated in the schedules available online through the WEB UP ARN system or in the Order, and/or those subsequently agreed between the Parties. Any commencement of performance of the Order shall constitute express acceptance of the GPC.

**3. SUPPLIER’S OBLIGATIONS**

3.1 By virtue of the experience acquired in its field, the Supplier declares that it has full knowledge of the requirements of the sector in which Arneg operates, particularly with regard to quality, costs and delivery times. The Supplier, therefore, undertakes to deliver Supplies compliant with the specific standards of such sector, as well as with the laws, regulations and standards applicable in matters of hygiene, safety, environmental protection and labour law. The Supplier undertakes to indemnify and hold Arneg harmless from any liability arising from non-compliance with the aforementioned provisions.

3.2 The Supplier undertakes to deliver Supplies compliant with any other document governing the relations between Arneg and the Supplier concerning the Supplies, supplementing the GPC, and in particular designs, specifications, technical specifications, etc. (the “**Documents**”).

3.3 Upon Arneg’s first request, the Supplier undertakes to carry out any modifications to the Supply, to provide all information concerning the Supply and to certify the origin and composition of the Supplies.

3.4 The Supplier may not make any modification to the Supply, in particular to its components, materials, manufacturing process or place of manufacture, without the prior agreement of Arneg.

3.5 The Supplier undertakes to strictly comply with the agreed Delivery Term and/or at least the Delivery Term confirmed through the WEB UP ARN system. The Supplier shall indemnify Arneg for all costs, direct and indirect, in particular costs relating to the stoppage of the production line at Arneg and/or at its customers, resulting from failure to comply with the Delivery Term. Any additional cost arising from the need to resort to a third-party supplier in order to remedy the Supplier’s failure to comply with the Delivery Term shall be borne by the Supplier.

**4. PRICES AND PAYMENT TERMS**

4.1 Prices and payment terms shall be the subject of a specific agreement and may not be modified without the express agreement of both Parties.

4.2 Any price variations resulting from modifications requested by Arneg shall be communicated in advance by the Supplier and, in any event, shall be deemed valid and binding on Arneg only if previously accepted by the latter.

4.3 The agreed prices shall be deemed to include remuneration for all obligations and ancillary activities necessary for the proper completion of the work in accordance with good workmanship and for rendering it suitable for the agreed use, as well as for the provision of services and/or the performance of the Supply.

4.4 In the event of a contract for works or services, the Supplier acknowledges that the agreed total amount includes the costs incurred or to be incurred for safety. Such costs shall be specifically identified and quantified from time to time for each Supply, pursuant to par. 5 of Art. 26 of Leg. D. No. 81/2008.

**5. PACKAGING AND SHIPPING DOCUMENTS**

5.1 The Supplier shall deliver the Supplies with packaging appropriate to their characteristics, the mode of transport and storage, so as to ensure delivery in a state of complete integrity, in any event in compliance with Arneg's specific instructions.

5.2 Each packaging unit (parcel) shall bear on the outside, in a legible manner, the label printable through Arneg's IT system, as well as any additional indications required by the regulations applicable to transport or by particular storage conditions. Such indications shall include, by way of non-exhaustive example, the Order number, the batch number, the designation of the Supplies, the names and addresses of the sender and the recipient, the quantity delivered, the gross weight and the net weight. The delivery shall be accompanied by a delivery note in two corresponding copies enabling the identification of the Supplies and the relevant quantitative control and, where applicable, by the safety data sheets.

5.3 Any damage (breakage, missing items, defects, etc.) to the Supply resulting from unsuitable or inappropriate packaging shall be borne by the Supplier.

**6. DELIVERY**

6.1 Arneg reserves the right to reject the Supplies, by email, registered letter, telephone and/or any other agreed means, in the event of failure to comply with the Delivery Term, incomplete or excess delivery, or non-compliance with the Documents. All rejected Supplies shall be returned to the Supplier at its own expense, risk and peril.

**7. WARRANTIES AND INSURANCE****7.1 Warranties**

The Supplier's obligation is an obligation of result and, as such, the Supplier assumes full responsibility for the Supply, its possible design, the related manufacturing process, the technical choices to be implemented for its realization, and its suitability for the intended use, regardless of any assistance and/or participation by Arneg during the development of the Supply.

The Supplier warrants, for a period of two years from delivery, that the Supply is free from any defect of conformity with respect to the Order and/or the Documents arising from a defect in design, materials or manufacturing, and more generally from any defect, whether apparent or hidden. The Supplier, in particular, undertakes to remedy any defect, lack of quality or non-conformity of the Supply occurring within the warranty period and notified by Arneg within one month from discovery. Where repair and/or restoration are not possible, the Supplier undertakes to replace the defective Supply and/or – at Arneg's discretion – to reduce the purchase price.

In any event, the Supplier shall hold Arneg harmless from all bodily injury, material and immaterial damages, including any damage to the reputation of the Arneg brand, as well as from all costs, direct, indirect and consequential, resulting from the failure to perform its obligation to supply conforming supplies and, where

applicable, from the subsequent failure by Arneg to perform its own obligations towards its customers (including, by way of purely illustrative example, reimbursement or free replacement of the defective Supply, labour costs, interim costs, exceptional transport, production stoppages at Arneg and its customers, penalties, the ordering of the Supply, including tooling, from a third party, etc.).

#### 7.2 Insurance

In relation to the obligations set out in the preceding paragraph, the Supplier shall take out an insurance policy with a leading insurance company on the market, with coverage limits appropriate to the type of Supply (with regard to the quantity and quality of the product supplied and/or the work performed), guaranteeing liability for product damage and for improper performance of the Contract, and shall provide the relevant documentation upon simple request. Arneg shall be entitled to require the Supplier to adjust the insurance coverage where it considers – at its sole discretion – that such insurance is insufficient in terms of type and coverage limits. Such insurance shall not, however, constitute a limitation of the Supplier's liability.

### **8. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

8.1 The Supplier undertakes to inform Arneg whether it is the owner or licensee of any industrial property rights relating to the design and/or technology of the Supply, as well as to provide all information necessary to identify such rights. Failure by the Supplier to provide prior notification shall be deemed a waiver by the Supplier of its right to enforce any industrial property rights against Arneg and against the suppliers entrusted by Arneg with production on its behalf.

8.2 In the event of termination of the Supply relationship, for any reason whatsoever, the Supplier authorizes Arneg to complete, or have completed, the tooling or machinery, as well as to ensure or have ensured their maintenance and/or to manufacture the parts for the production for which such tooling or machinery are intended, notwithstanding any intellectual and/or industrial property rights that the Supplier might invoke. The Supplier further undertakes, upon simple request, to provide all designs, technical documents and practical know-how concerning the aforementioned tooling, machinery and/or components. In such case, Arneg guarantees that the information received shall remain strictly confidential and shall be used solely for the purpose of preventing any potential non-performance towards its customers.

8.3 Without prejudice to compensation for direct and indirect damages, including damage to its reputation, that may be suffered by Arneg, the Supplier undertakes to indemnify and hold Arneg harmless from any claims and actions by third parties for infringement of proprietary rights, in particular those aimed at preventing the supply of materials to Arneg and the production and sale of its products. The Supplier shall indemnify Arneg for the entire damage caused by the total or partial non-performance of the contract binding Arneg to its customers in relation to the Supplies, due to Arneg's inability to fulfil its commitments, as well as for any additional costs arising from any modification of the Supplies and/or machinery that may become necessary. Arneg shall also be entitled to terminate the Contract pursuant to Art. 17. Where requested, the Supplier shall substitute Arneg in any proceedings brought against the latter.

### **9. SPECIFIC OBLIGATIONS IN THE EVENT OF A CONTRACT FOR WORKS OR SERVICES**

#### 9.1 Payments and social security, insurance and tax contributions. Obligations and documentation to be provided

Where the contract entered into between the Parties constitutes a contract for works or services, the Supplier undertakes scrupulously:

- a) to perform the services covered by the contract exclusively through its own personnel (duly employed or engaged under a lawful staff supply agreement), who shall be qualified and suitable for the work to be performed;
- b) to ensure that its personnel receive remuneration not lower than that established by the applicable collective bargaining agreements in force;
- c) to comply with all obligations relating to social security, welfare and social insurance (including insurance against accidents at work) arising from the provisions of the laws and regulations in force.

In compliance with the statutory obligations regarding social security and insurance contributions, the Supplier undertakes to provide the Principal with:

- i) prior to the commencement of the works, the declaration provided as Annex A, duly completed and signed by the legal representative;
- ii) quarterly, during the performance of the services covered by the contract, the Single Document of Contribution Compliance (DURC) and documentation evidencing the calculation and payment of withholding taxes for the workers employed in the contract;
- iii) a copy of the valid registration with the Chamber of Commerce, Industry, Crafts and Agriculture (CCIAA).

Should the Supplier fail to comply with the above obligations, Arneg shall, without further notice, suspend the payments relating to the works performed and retain them as security; such retained amounts shall be returned to the Supplier only after the regularization of the obligations provided for in this Article.

#### **9.2 Obligations regarding Safety, Occupational Health and Environmental Protection**

The Supplier shall be responsible for compliance with all applicable legislation in force concerning occupational safety and health, as well as environmental protection and all other regulations applicable to the Supplies (with particular reference to the provisions of Leg. D. No. 81/2008 – Consolidated Law on Occupational Safety, as amended), which shall include not only statutory and regulatory provisions but also all applicable technical standards (CEN, CENELEC, CEI, UNI EN, ISO standards, etc.), and for the implementation of the relevant measures and precautions.

The Supplier assumes full civil and criminal liability towards its own employees and subcontractors, as well as towards third parties, in relation to any workplace accident and undertakes to indemnify and hold Arneg harmless from any claims that may be asserted against it.

The Supplier assumes full civil and criminal liability in relation to any damage arising from non-compliance with environmental regulations and, more generally, with all regulations applicable to the Supplies (for example WEEE, RoHS, Ministerial Decree of 21/03/1973, European Regulation No. 1935/2004/EC, etc.).

The Supplier undertakes to take out and maintain in force insurance for Employer's Liability and Third-Party Liability (RCO/RCT) with coverage limits appropriate to the contract and/or to be agreed in advance with Arneg; any deductibles shall be borne by the Supplier.

The Supplier shall comply with and conform to all provisions and requirements established by the European Union and by any other laws and regulations relating to the packaging, labelling, transport and disposal of both hazardous substances and electrical/electronic equipment. Any hazardous substances shall be marked by the Supplier with the relevant international hazard symbol(s) and shall indicate the name of the substance in English and, where necessary, in the local language. Transport and other documentation shall include the hazard declaration and the name of the substance in English and, where necessary, in the local language. Supplies of chemical products shall always be accompanied by the relevant safety data sheet. The Supplier shall obtain and affix the "CE" marking to all Supplies where required by any law or regulation and shall provide the corresponding Declarations of Conformity. Any information known to the Supplier or reasonably available to it relating to any hazard, including potential hazards, in the transport, handling or use of the Supplies or in the provision of services shall be promptly communicated by the Supplier to Arneg.

#### **10. INTUITU PERSONAE – SUBCONTRACTING**

10.1 The Supplier may not assign, transfer and/or subcontract to third parties, for any reason whatsoever, wholly or partially, the Order and/or the rights arising therefrom and/or from the Supply relationship, without the prior and express written consent of Arneg.

10.2 Should changes occur in the corporate control or in the business activity of the Supplier, or in the event of a transfer of the company or business to third parties, Arneg shall be entitled to terminate the Orders in progress pursuant to Art. 16.

10.3 Where the Supplier is authorized to subcontract the Order to one or more third parties, the Supplier shall nevertheless remain fully and jointly liable with such third parties towards Arneg for the performance of the Supply and for compliance with all contractual clauses. The Supplier shall also indemnify and hold Arneg harmless from any claims by subcontractors.

**11. CONFIDENTIALITY**

11.1 Any technical, commercial and/or other information originating from Arneg, to which the Supplier may have access by reason of this Contract, shall be considered strictly confidential. The Supplier therefore undertakes not to disclose such information to third parties without the prior written consent of Arneg and to bind its employees or collaborators to the same confidentiality obligation. The Supplier undertakes to disclose confidential information only to its personnel and/or collaborators to the extent that such disclosure is necessary for the performance of the obligations under this Contract. The Supplier further undertakes to implement all measures necessary to prevent such information from being acquired by third parties in any manner whatsoever and, in particular, to adopt appropriate information security procedures and to implement all appropriate precautions to prevent indiscriminate access by its employees and/or collaborators to the data residing in its information systems. These confidentiality obligations shall remain in force for ten years following the termination or dissolution of this Contract, regardless of the cause thereof.

11.2 It is understood between the Parties that the term "confidential" shall not apply to information, data and knowledge:

- a) which were in the public domain at the time they were disclosed or which subsequently become public domain through an act or conduct not prohibited to the receiving Party;
- b) the disclosure of which is required by compliance with statutory or regulatory provisions or by the enforcement of an order of a public authority, provided that the Parties have previously consulted each other regarding the manner and content of such disclosure;
- c) acquired from a third party authorized to disclose them.

11.3 This Contract, and the terms and conditions contained herein, are confidential in nature and may not be disclosed to third parties, except where required by law or with the express written consent of Arneg.

**12. TRANSFER OF TITLE AND RISK**

12.1 Ownership of the goods forming the subject of the Supply shall pass to Arneg upon payment of the price or upon delivery, whichever occurs first.

12.2 The risk of loss or deterioration of such goods shall pass to Arneg only upon delivery of the goods at Arneg's warehouses and/or operational units and/or premises, or at the different place of delivery and/or under the different delivery conditions provided for in the Order. For Supplies installed on site, the transfer of risk shall take place only after the successful completion of the relevant acceptance test, if any.

12.3 Arneg reserves the right, during the execution of the Order and prior to delivery, to carry out inspections of the manufacturing processes of the Supplies and of the Supplies themselves, at the premises of the Supplier or its subcontractors, if any. The Supplier undertakes to grant Arneg free access to its premises at any time and to allow Arneg to test the Supplies, without such right implying any limitation of the warranties provided by the Supplier.

**13. MOULDS, TOOLING AND OTHER SPECIFIC MACHINERY**

13.1 All moulds, tooling and other specific machinery possibly provided by Arneg for the purposes of the Supplies (the "**Equipment**") shall remain the exclusive property of Arneg. The same shall apply to Equipment manufactured at the request of Arneg and on its behalf, throughout the entire course of their production, including any industrial or intellectual property rights relating to such Equipment.

13.2 In any event, the Equipment shall be deemed deposited with the Supplier as an accessory to the Order, even in the absence of a loan for use or lease agreement. Such Equipment may be used solely for the execution of the Order and may not be made available to third parties, reproduced or copied. The Equipment must bear, at the Supplier's expense and in a visible position, a securely affixed identification plate bearing the following wording: "*Property of ARNEG – not transferable and not subject to seizure*" and may not be pledged and/or offered as security. The Equipment may be withdrawn by Arneg at any time.

13.3 The Supplier, in its capacity as custodian, guarantees the proper maintenance, preservation, control and care of the Equipment, in particular so as to avoid any interruption of the Supply, and shall provide, upon simple

request by Arneg and whenever necessary, a precise and detailed inventory. The Supplier shall likewise guarantee their replacement in the event of loss, theft, destruction or wear. To this end, the Supplier undertakes to take out insurance covering such risks and any damage they might cause to third parties, the documentation of which shall be provided to Arneg upon simple request.

13.4 Upon termination of the contractual relationship, for whatever reason, the Equipment shall be returned to Arneg upon simple request.

#### **14. FORCE MAJEURE**

14.1 In any event of force majeure which the Parties could not foresee through the exercise of ordinary diligence, the Party prevented from performing its obligations shall notify the other Party, within three days from the occurrence of the force majeure event, of the date on which such event arose and the date on which it is expected to cease, and may request the suspension and subsequent resumption of the performance of the contract within different time limits to be agreed upon between the Parties. In any event, should such force majeure circumstances continue for more than seven (7) days, the Party not affected by the force majeure event shall be entitled to terminate the contract immediately.

14.2 A strike shall be considered a case of force majeure if it is general, national in scope, and directly affects the Supplier.

14.3 It is expressly understood and agreed that delays by any subcontractors shall under no circumstances be considered events of force majeure.

#### **15. ORGANISATIONAL, MANAGEMENT AND CONTROL MODEL PURSUANT TO LEGISLATIVE DECREE 231/01**

15.1 The Supplier acknowledges that Arneg has adopted and implements an Organisation, Management and Control Model pursuant to Leg. D. No. 231/2001, together with the related Code of Ethics and Disciplinary System, which the Supplier declares to have read on the company website (or to have received) and to have understood. The Supplier adheres to the principles set out in the aforementioned Organisation, Management and Control Model as well as in its annexes and undertakes to comply with their contents, principles and procedures and, in general, to refrain from any conduct capable of constituting any of the offences set out in Leg. D. No. 231/2001, as subsequently amended and supplemented, and referred to in the aforementioned Organisation, Management and Control Model. The Supplier further undertakes to comply with, and to ensure compliance by any of its collaborators with, all the principles contained in the above documentation and the behavioural protocols adopted by Arneg pursuant to Leg. D. No. 231/2001. Any breach of the rules set out in the aforementioned documents shall constitute a serious contractual breach. The Supplier hereby undertakes to indemnify and hold Arneg harmless from any penalties or damages that Arneg may incur as a consequence of the violation of the aforementioned documents by the Supplier or by any of its collaborators.

15.2 Should the Supplier and/or any of its collaborators breach the provisions referred to in the preceding paragraph, as well as in the event of the commission of predicate offences under Leg. D. No. 231/2001 by the Supplier or any of its collaborators, Arneg shall be entitled to terminate these GPC and/or each individual Contract by written notice sent by registered letter with return receipt or certified email (PEC). Such termination shall take immediate effect from the date of receipt of the notice. Arneg shall also be entitled to claim compensation for any damages suffered or to be suffered.

#### **16. TERMINATION**

16.1 Arneg shall be entitled to terminate these GPC and/or the individual Orders with immediate effect pursuant to and for the purposes of Art. 1456 of the Italian Civil Code, by registered letter with return receipt and/or certified email (PEC) declaring its intention to rely on this clause, in the event that the Supplier is in breach of the obligations set out in Articles: 3 (Supplier's Obligations), 5 (Packaging and Shipping Documents), 6 (Delivery), 8 (Industrial and Intellectual Property Rights), 9 (Specific Obligations in the Event of a Contract for Works or Services), 10 (*Intuitu Personae* – Subcontracting), 11 (Confidentiality), and 15 (Organisational, Management and Control Model) of this Contract, without prejudice to Arneg's right to claim damages.

**17. PERSONAL DATA**

17.1 Pursuant to Art. 13–14 of Regulation (EU) No. 2016/679 – GDPR (General Data Protection Regulation) and the Italian Privacy Code (Leg. D. No. 196/2003), Arneg, in its capacity as data controller, informs the Supplier that any personal data that may be shared by the latter shall be processed in compliance with the provisions of the GDPR, as well as with the principles of confidentiality and security which Arneg has always observed.

17.2 Arneg further declares that any personal data of the Contractor are collected solely for the purpose of fulfilling pre-contractual, contractual and administrative-accounting obligations related to the service contract relationship and shall be processed by means of IT, telematic and paper-based tools, according to organisational and processing methods strictly related to the purposes described above, so as to ensure their security, integrity and confidentiality.

17.3 Personal data may be disclosed to companies controlled by and/or affiliated with the Data Controller, to Public Authorities, auditing firms and to all entities to whom disclosure is required by virtue of legal obligations; the appointed data processors and the persons authorised to process the data who are responsible for the management of the contract may become aware of your data.

17.4 Personal data shall be stored in Arneg's electronic archives for the entire duration of the service relationship and for the time necessary to fulfil the purposes described above and in accordance with legal obligations.

17.5 The Contractor may contact the Data Controller in order to verify its data and request their integration, updating or rectification and/or to exercise the other rights provided for under Articles 15–22 of the GDPR by sending an e-mail to the dedicated address: [privacy@arneg.it](mailto:privacy@arneg.it).

**18. MISCELLANEA**

18.1 Should any provision of the GPC prove to be null and void or unenforceable, only such provision shall be deemed unwritten.

18.2 The failure by Arneg to exercise any right granted to it under these GPC and/or Arneg's tolerance of conduct by the Supplier in breach of these GPC shall not be interpreted as a waiver of such right or as acceptance of such conduct, nor shall it prevent Arneg from exercising its rights and/or powers under the GPC at any time.

18.3 The Supplier shall not be authorised to refer to its commercial relationship with Arneg unless expressly and previously authorised by Arneg.

**19. GOVERNING LAW AND JURISDICTION**

19.1 These GPC shall be interpreted and governed in accordance with Italian law, with the express exclusion of the 1980 Vienna Convention on Contracts for the International Sale of Goods.

19.2 The Court of Padua shall have exclusive jurisdiction over any dispute between the Parties concerning the interpretation, application and performance of these GPC and/or the termination of the relationship governed by them.

**ARNEG S.p.A.**

**THE SUPPLIER**

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Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Supplier expressly declares that it fully accepts all the clauses and conditions set forth in these GPC, which it acknowledges having analytically reviewed, having read them individually prior to signing and, in particular, the following Articles:

- 3. (Supplier's Obligations);
- 4. (Prices, Invoicing and Payment Terms);
- 6. (Delivery);
- 7. (Warranties and Insurance);
- 9. (Specific Obligations in the Event of a Contract for Works or Services);
- 10. (Intuitu Personae – Subcontracting);
- 12. (Transfer of Title and Risk);
- 16. (Termination);
- 19. (Governing Law and Jurisdiction).

**THE SUPPLIER**

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**ANNEX A**

**ARNEG S.p.A.**  
Via Venezia 58  
Campo San Martino (PD)

**DECLARATION**

The undersigned ....., born in ..... on .....,  
residing in ..... at ..... no. ...., Province ....., tax code  
....., in the capacity of ..... of the Company .....,  
telephone no. ...., fax no. ...., e-mail address  
.....,

being aware of the criminal liability incurred by anyone who signs declarations that are untrue, pursuant to Presidential Decree No. 445/2000, and under his/her own responsibility, in substitution for the corresponding certificates or attestations pursuant to Articles 46 and 47 of Presidential Decree No. 445 of 28 December 2000,

**DECLARES THAT**

a) the company is registered in the Register of Companies with the Chamber of Commerce, Industry, Crafts and Agriculture (C.C.I.A.A.) of ..... under no. ...., for the performance of activities corresponding to those covered by this Contract, with the following characteristics:

1. legal form .....
2. company name .....
3. registered office .....
4. date of commencement of activity .....
5. business purpose .....
6. activity code .....
7. tax code .....
8. VAT number .....
9. company size:  0-5  6-15  16-50  51-100
10. collective labour agreement applied to employees:  
.....

b) the directors vested with powers of representation are:

- Mr./Ms. .... born in ..... on ....., residing in  
..... at ..... no. ...., tax code ....., position held  
.....;
- Mr./Ms. .... born in ..... on ....., residing in  
..... at ..... no. ...., tax code ....., position held  
.....;

c) he/she holds the position of legal representative of the Company by virtue of .....

d) the company is not in a state of bankruptcy, liquidation, compulsory administration, composition with creditors, nor are there any proceedings pending for the declaration of any of the aforementioned situations, nor is it subject to suspension of business activity (Article 12 – paragraph 1 – letter a) of Leg. D. No. 157/1995, as amended by Leg. D. No. 65/2000);

e) the company is compliant with the obligations relating to the payment of social security and welfare contributions in favour of its employees and has the following insurance registration details:

**INPS office of** .....

Registration No. ....

**INAIL office of** .....

Registration No. ....

f) the company is compliant with the obligations relating to the payment of taxes and duties;

g) the company has not been seriously guilty of making false declarations in providing information that may be required pursuant to Articles 12 to 17 of **Leg. D. No. 157/1995**, as amended by **Leg. D. No. 65/2000** (Article 12 – paragraph 1 – letter f) of Leg. D. No. 157/1995, as amended by Leg. D. No. 65/2000);

h) it has evaluated all the obligations undertaken by signing the Contract, has inspected all site conditions, facilities and any other elements necessary for the performance of the contract, is in possession of suitable equipment, has visited the sites where the works are to be performed, and has taken into account all circumstances and conditions that may affect the works entrusted under the contract;

i) it undertakes to submit to the principal, as confirmation of what is declared herein, any documentation available within the company, should it be requested for verification and control purposes;

j) the address to which all communications during the execution of the contract shall be sent is as follows (address, telephone number, fax number and, where applicable, e-mail address):

.....

k) the facts, conditions, qualities and statements set out above are true and correct.

Date,

The Legal Representative

.....

A photocopy of an identity document (Passport or Identity Card) is attached hereto, together with all the supplementary documentation required and listed above.

**SUPPLEMENTARY DOCUMENTATION TO THE DECLARATION****To be submitted exclusively in the case of a contract for works or services**

- (1) Copy of registration with the Chamber of Commerce, Industry, Crafts and Agriculture (C.C.I.A.A.) or the Register of Artisans.
- (2) Single Document of Contribution Compliance (DURC) pursuant to Ministerial Decree of 24 October 2007.
- (3) Copy of the Third-Party Liability and Employer's Liability insurance policy (RCT/RCO), including the most recent payment receipt.
- (4) List of the personnel involved in the works, including the relevant INAIL and INPS registration positions, specifying the name of the supervisor (preposto).
- (5) Certificates relating to occupational safety training for workers employed in the execution of the works/activities as required by Legislative Decree No. 81 of 9 April 2008, and in particular:
  - i) general and specific training in relation to the company's level of risk;
  - ii) specific training relating to the use of equipment, where required (e.g. MEWPs/PLE, forklifts, cranes, etc.);
  - iii) training for the execution of special works, where required (e.g. PES/PAV qualification for electrical work, certification for work at height, training for work in confined spaces).
- (6) Risk Assessment Document pursuant to Article 17, paragraph 1, letter a) of Legislative Decree No. 81 of 9 April 2008, limited to the specific part relating to the activities envisaged for the contract, or an equivalent document (e.g. Operational Safety Plan – POS).