

Verind S.p.A. • Via Papa Giovanni XXIII, 25/29 • I-20090 Rodano (MI)

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## CONTRACT / SUBCONTRACT REQUIREMENTS

These provisions are integral part of this order/contract issued by Verind S.p.a. (hereinafter defined as Contracting), towards Businesses (hereinafter defined Contractor), that perform the work in Verind's Factories and/or Establishment of Verind's Customer (building site).

All conditions of any nature or subject, that appear in the purchase order and in the presents prescriptions are of a binding nature, in except for any exemptions that have been expressly mentioned in the order or in another document.

In doubt about the content of these provisions, the Contractor is required to request in writing to the Contracting, instructions or necessary explanations.

The Contracting must authorize any change/exemption, than required, in writing.

Independently of what is expressed in the order or in these regulations, is requested that the Contractor know and respect all the terms of Italian's law for the prevention of accidents at work and assume all the responsibility for the failures to the effects of possible accidents.

## INCLUSIONS

The supply is complete of travel expenses, room and board c/o building site, materials for the execution of the work, transport, specific work equipment, lifting equipment if necessary, machinery and equipment for work at height comply with applicable laws and rules and in general all the tools necessary for the execution of the work.

Any additional request or variant of the original project required directly by the Customer to the Contractor, must be notified and authorized by Verind before his execution.

## WARRANTY

Warranty on the products of scope of supply will be valid for 12 (twelve) months from the date of acceptance of the work by Verind, sanctioned by written document.

Each installation, handling, transport, modification resulting from the resolution of non-conformity under warranty is your load and care.

## SITE CONDITIONS AND WORK RULES

You have been informed about the general construction rules, access hours, entry procedures, rules of conduct, etc.

Present agreement constitutes acceptance of these requirements and commitment to follow them scrupulously.

You have to cleanup daily your onsite competence areas.

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Direzione e  
Coordinamento di Dürr  
Systems GmbH

People employed for your supply must have a regular work contract and adequate insurance cover in accordance with Italian and European laws and regulations.

Your scope of supply will be executed from your employees and in coordination with Verind's site manager. You also will appoint your site manager who will have the reference function for works and will act in coordination with the Verind's foreman regarding the program works, working procedures, interference with other subcontractors, specific problems of the yard, and, generally, every aspect of your scope of supply.

### **SAFETY**

Works will be performed in respect of the norms and laws about safety, in accordance with the operating safety plan of Verind, with the safety and coordination plan of the final Customer, and in agreement with the Verind's site manager.

All equipment and safety devices must be your load and care.

Every worker in the building site will be equipped with protection devices, clothing and safety equipment as defined by law and in the documents above mentioned.

It will be your care draw up a safety document for the jobs that will be presented and approved by Verind.

### **CLAUSE SILICON FREE**

All components, materials, accessories, construction equipment, work and security equipments used for the labor must be strictly free from compounds containing silicon and/or substances that cause damages and defects to the paint.

Every damage, direct or indirect, arising from problems caused by non-compliance with this requirement, will be at your expense.

### **NON-COMPETITION**

During and after the interested period by the works that are parts of this agreement, you commit yourself not to perform any services or activities in conflict with the nature of the objective of your supply and that it cannot create a conflict of interest with Verind.

### **NON-COMPLIANCE'**

In case of defect or nonconformity inherent your scope of supply, you will be responsible for the replacement, repair or modify of defective parts at your cost. The required work hours required are included in your responsibility and in your cost.

### **STAFF**

The contractor will execute the works covered by the purchase order using only worker in order with current legislation and mandatory insurances (social security, mutual assistance, insurance against accidents at work...).

The Contractor will have to recognize the employees employed in the works subject to the order all the legislative and salary rights provided for by the law, by the inter-federal agreements and by the labor contracts of the sector to which the contractor belongs.

The employees will work in total autonomy, both as regards the necessary equipment and for the working directives to be given by the supervisor in charge of the contractor.

During the permanence in the Contracting's (or final Customer's) locals, the Contractor's workers must observe all the disciplinary rules and behavioral provisions in force.

At least one day before the start of the works, the contractor will send to the contracting a list in which there will be name and surname of all the employees used for the work. On this list should have been written also title, class, INPS and INAIL positions and ID card number. In case of change, the Contractor will advise promptly the Contracting.

## **MACHINES, VEHICLES AND EQUIPMENT**

All the machines, vehicles and equipment will have to turn out:

- Approved by the actual laws and regulations in accident prevention matters and utilized in agreement with those laws and regulations;
- Regularly maintained according the dispositions of the Constructor;
- Maintaining in good condition and cleanliness.

## **SUBCONTRACTING**

In case of subcontracting, the contractor will advise the contracting and send him:

- Company name;
- List of the employees (name, surname, qualification, category, INPS and INAIL positions and ID card number).

Is however clearly established that, in case of subcontracting, remain in charge of the contractor all the responsibilities and obligations under the order.

The validity of the order is subject to the issuing by the customer of the subcontract authorization for your company. For this purpose, you will send us the following documents as soon as possible:

- Chamber of Commerce;
- Insurance policy;
- DURC;
- Annex 5 completed;
- ID card of the person signing Annex 5.

## **SAFETY**

In order to implement the provisions of Legislative Decree 81/01, concerning the improvement of workers' health in the workplace, the contracting will provide the contractor with information on any specific risks existing in the environment in which the contractor will operate on the prevention and emergency measures adopted in the environment itself.

Before starting works, the contracting will be responsible for issuing an "operation safety plan" with the evaluation of the risks and related measures to eliminate them. This plan, integrated with the information received, will be used from the contractor to form, inform and control its own personnel.

In case of risks and accidents during the work activity, contracting and contractor will cooperate in the actuation of the necessities measures of prevention and protection, carrying out a joint coordination in relation to the protection interventions against the risks to which the workers will be exposed, implementing mutual information. Also in order to eliminate the risks due to the interferences between the workers of different companies involved in the same environment.

## **RESPONSABILITY**

The contractor will be responsible, also pursuant to art. 2049 of the Civil Code, for damages that may be caused by it or its employees, whether such damages affect the contracting' property or persons employed by, whether will be affected contractor's things or persons employed by, whether also that will be affected third parts or third's things parts.

Contractor must be covered at its own cost, as well as mandatory legal insurance for his workers and other legal insurance, also by private civil liability insurance for damages to the contracting (even employees and/or things), toward third parts (people and/or things) and toward his employees, through an insurance policy with an adequate minimum ceiling.

## QUALITY ASSURANCE

It's contractor's responsibility monitoring the verification, storage and maintenance of the products of contracting's property if entrusted him for use them. Every lose, damaged or unsuitable for the use, product, will be registered by the contractor and notified to the contracting. The supply must be carried out under controlled conditions.

In this sense, the contractor will:

- Use suitable and efficient equipment through adequate maintenance;
- Monitor and control the parameters of the processes that have been influence on quality ;

Contracting or final customer will execute and plan test, checks and inspections with the collaboration of contractor's employees. They can be executed in any phase of the work: at the acceptance of the materials, during production or final phase.

In case of unsatisfactory results, contractor will have to take decision about the repair with the collaboration of the construction assistance that will provide to register all the particularity (description of non-conformity and consequent decisions) on the required documents.

The uncertainty of the measure of the equipment used for tests (property of the contractor), measures and control, will be recognized and compatible with measurement requirements needed.

Therefore, contractor have to actuate the control management of the measure instruments to guarantee correct measuring that can influence quality of the final product/service.

During the whole installation, contractor have to take care to prevent damage or deterioration of the products, adopting appropriate methods of handling, storage and deposit.

## DOCUMENTATION

Update of technical documentation at the end of works with "as-built" update, if necessary.

Certification of materials used for installation, if applicable.

## WORK PROGRESS AND BILLING STATE

The contractor will present document with the work progress and Verind's site manager will countersign it.

Works can be invoiced after Verind's Purchasing Office has approved them

Additional works required by the Site Manager can be regularized after the presentation of reports countersigned by Site Manager and adjusted with the agreed amount established in this order.

VERIND SPA

CONTRACTOR FOR ACCEPTANCE

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