



PWG Srl – Società con Socio Unico

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Safeguard Clause 231

ADMINISTRATIVE RESPONSIBILITY OF ENTITIES

1. PWG s.r.l. declares that it has adopted the Code of Ethics and the Organization, Management and Control Model pursuant to Legislative Decree no. 231/2001 and requires the Supplier to conform its conduct to the aforementioned legislation, undertaking, in carrying out its activities, to apply ethical, organizational and management precepts suitable for preventing the commission of the crimes set forth in Legislative Decree no. 231/2001.
2. The Supplier, therefore, undertakes, in its relations with PWG s.r.l., including on behalf of its employees and collaborators, to strictly comply with the provisions of Legislative Decree no. 231/2001 and the PWG s.r.l. Code of Ethics, available on the website <http://www.pwgsrl.com/it/index.php> under COMPLIANCE. The Code of Ethics provides a set of rules of conduct and values of corporate ethics and social responsibility that PWG s.r.l. recognizes, accepts, and shares. Compliance with these rules helps prevent the commission of crimes under Legislative Decree no. 231/2001. It is PWG s.r.l. primary interest that all those who maintain business relationships with it conduct their business in compliance with the principles and values contained in the Code of Ethics. In this sense, the Supplier explicitly declares to have taken note of it and guarantees to conduct itself in compliance with the indications contained therein.
3. The Supplier further undertakes to ensure that the provisions of the Code of Ethics are observed by its subcontractors and/or suppliers and their personnel. Specifically, if the Supplier uses counterparties (suppliers, subcontractors, etc.) to perform the provisions of this contract, it also undertakes to have them sign a similar declaration prior to their employment.
4. Violation of the principles and rules contained in the Code of Ethics – including in particular those set forth in paragraphs: 2.1. (Compliance with current legislation), 2.2. (Relations with the Public Administration), 2.3. (Giving or accepting gifts or other benefits), 2.4. (Administrative and accounting management), 2.6. (Relations with competitors), 2.7. (Conflict of interest), 2.8. (Contributions and Sponsorships), 2.9. (Prohibition of operations aimed at money laundering), 2.10. (Protection of Industrial Property), 2.12. (Fight against organized crime, 3.1. (Customer Relations), 3.2. (Supplier Relations) and 3.3. (Human Resources Management) - is considered a serious breach of the obligations arising from this contract and gives PWG s.r.l. the right to terminate the Contract itself pursuant to art. 1456 of the Italian Civil Code, as well as to request compensation for damages, including damages to reputation, suffered by the same.

5. PWG s.r.l. may also terminate the Contract, pursuant to art. 1456 of the Italian Civil Code, in the event of the Supplier being convicted of a crime under Legislative Decree no. 231/2001, even if not in relation to relationships with PWG s.r.l.
6. The Supplier hereby indemnifies PWG s.r.l. from any sanctions or damages that may arise as a consequence of violation of the rules set forth in the Model and the Code of Ethics of PWG s.r.l. by the Supplier or its employees, collaborators, subcontractors and/or suppliers.
7. The Supplier agrees to allow inspections to be carried out by PWG s.r.l. corporate functions, the latter's Supervisory Body, or third-party specialists appointed by the latter, subject to prior agreement on the timing and methods of implementing the inspections.
8. The Supplier undertakes to report to PWG s.r.l. any unlawful conduct and any violation of the Code of Ethics and the regulations regarding the liability of legal entities—limited to matters affecting the performance of this contract—of which it becomes aware, in any manner and for any reason. To this end, the Supplier may use the appropriate channels indicated in the Whistleblowing Procedure adopted by PWG s.r.l., available at <http://www.pwgsrl.com/it/index.php> under COMPLIANCE.

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