



Code of Ethics for the Customers

IMS Srl is an internationally oriented company which pays great attentions to the marketplace, the development and welfare of the individuals and communities involved in its business.

Therefore, complexity and the challenges of the environment in which the company is growing push IMS to take into consideration the interests of all people having a legitimate interest in the corporate business and strengthen the importance to clearly define the values that IMS accepts, acknowledges and shares as well as the responsibilities it assumes, contributing to a better future for everybody.

In this framework this document presents the set of rules and the values IMS requires its partners to acknowledge and respect.

1) Commitments undertaken by the Customer

Customer engages itself to support and respect the rules underwritten by ILO and United Nations in matter of human rights and workers including those specific about the childhood, the discrimination and the respect of the diversities.

It declares moreover to respect the National Collective Labour Contracts (CCNL), the rules or equivalent applicable labour laws, the 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.

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

At last Customer engages itself to inform IMS about any problem related to working conditions and to the rights of the workers and to cooperate and participate, for its competence, in monitoring and controlling activities of the buyer in terms of social responsibility, including the aspects of verifications and compliance.

Customer undertakes to promptly inform IMS, using the ad-hoc information channels, about improper conduct or fail to respect the provisions of the law by parties representing the buyer itself, such as promises of gifts, presents or money.

2) Ethics, fairness and professionalism

In conducting its business, IMS is inspired by and complies with the principles of loyalty, fairness, transparency, efficiency and an open market, regardless of the importance level of the transaction in question. Any action, transaction and negotiation performed and, generally, the conduct of IMS's personnel in the performance of their duties is inspired by the highest principles of fairness, completeness and transparency of information and legitimacy, both in form and substance, as well as clarity and truthfulness of all accounting documents, in compliance with the applicable laws in force and internal regulations.

On its hand, Customer undertakes to perform any activities with the utmost care and professional skill, with the duty to provide skills and expertise adequate to the tasks assigned, and to act in a way capable.

Bribes, illegitimate favours, collusion, requests for personal benefits for oneself or others, either directly or through third parties, are prohibited without any exception. It is prohibited to pay or offer, directly or indirectly, money and material benefits and other advantages of any kind to third parties, whether representatives of governments, public officers and public servants or private employees, in order to influence or remunerate the actions of their office.

Customer therefore claims not to have been convicted by final judgment of one of the crimes above mentioned and/or provided for by Legislative Decree no. 231/01 or Special Laws generating an administrative liability for legal entities.

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

Customer in case of violation of the above, to act or activity due to its responsibility, acknowledges that the purchaser will be entitled to terminate with immediate effect pursuant to art. 1456 cc any contract or agreement in place giving notice by registered letter with acknowledgment of receipt, excluding any other option granted by the law and the right to compensation for damages.

3) Safety and Respect for the Environment

Customer engages itself to work and operate business in compliance with the laws in force in relation to the expected use and to the referred Country.

Customer's activities shall be carried out in compliance with applicable worker health and safety, environmental and public safety protection agreements, international standards and laws, regulations, administrative practices and national policies of the Countries where it operates.

IMS Innovative Management Services Srl

Sede legale e operativa:

20090 Opera (MI) - Italia - via San Francesco, 47/V

tel. +39 02 49798725

fax +39 02 53030224

info@imsmanagement.eu

PEC: imanagement@pec.it





The operative management of such activities shall be carried out according to advanced criteria for the protection of the environment and energy efficiency, with the aim of creating better working conditions and protecting the health and safety of employees as well as the environment.

Customer undertakes to respect the environmental applicable procedures or linked to specific activities, taking the utmost care in every single phase of its business and cooperating in order to reduce environment impacts.

4) Information and confidentiality

Customer 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. 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. Customer 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 above remain valid after termination of contractual agreements for a period of one year and does not apply to data and information known to third parties or required by the regulatory authorities or by the public.

Customer accepts its data to be processed by the data controller in compliance with General Data Protection Regulation EU 2016/679 (GDPR).

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