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# SUPPLIER CODE OF CONDUCT



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## INTRODUCTION

The Gerosa Group (hereafter, also simply the "Group") wants its relations with suppliers and business partners to be based on transparency, fairness, regulatory and legal compliance, and contractual ethics. The Group's goals are to pursue lasting, transparent relations with suppliers and business partners, quality, safety and environmental respect as well as compliance with current legislation. Thus, the Gerosa Group has not only drafted the Group's Code of Ethics, but also a Supplier Code of Conduct to govern relations across its supply chain.

This Supplier Code of Conduct has been drafted drawing on the *United Nations Global Compact Principles*.

## PART I - SCOPE OF APPLICATION AND RECIPIENTS

The Supplier Code of Conduct defines the rules of behaviour that shall be complied with by all suppliers and business partners (the "Suppliers") that have business dealings with the Gerosa Group either as a natural person or legal entity. The term "business partner" includes: contractors, subcontractors, consultants, professionals, joint venture partners, distributors, sales agents, suppliers, intermediaries and representatives of Gerosa Group Companies.

Suppliers shall comply with the provisions herein and require that this Supplier Code of Ethics be adhered to by all employees, agents, subcontractors, suppliers and sub-suppliers to the extent to which they are involved in the supply of goods and/or services to the Gerosa Group.

The Supplier Code of Conduct is an official company document and complying with the principles herein shall be an integral part of fulfilling the contractual obligations required of recipients. Therefore, Supplier compliance with the principles herein shall be an essential requirement for any business relationship with Gerosa Group Companies. Any failure to comply, partially or fully, with the rules of conduct set out herein could result in the business relationship being terminated.

## PART II - GENERAL PRINCIPLES FOR SUPPLIER CONTRACTING

The Gerosa Group has adopted Supplier selection criteria based on objective competitive comparison (of quality, safety, environmental protection, professional ethics, legal compliance, price and guarantees of performance and assistance) so as to avoid all forms of favouritism or discrimination, and to ensure compliance with the requirements in the Group's Code of Ethics and herein.

Business relations with Suppliers shall ensure the mutual respect of the following criteria:

- Compliance with laws
- Impartiality
- Cost-effectiveness



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- Transparency
- Loyalty
- Professional fairness.

Consequently, any dealings that could bring personal benefits, conflicts of interest or even harm to Suppliers must be avoided.

The Gerosa Group sees it as positive when its Suppliers and business partners adopt ethical standards of conduct and obtain quality management system certifications, environmental management system certifications, social certifications and certifications related to worker health and safety.

Group Companies shall verify that Suppliers correctly fulfil their obligations through specific selection, approval and monitoring process, and they can also require supporting documentation and conduct audits, potentially availing themselves of third parties appointed by the Gerosa Group.

### **PART III - WORKING CONDITIONS AND HUMAN RIGHTS**

Suppliers agree to comply with international, national and local laws and regulations (including those in collective bargaining agreements) that are applicable to labour practices and the fundamental rights of their employees. This includes:

#### **1. Employment relationship**

Suppliers agree to have formal written employment agreements that set out the conditions for the employment relationship, the salary and any benefits. Recipients shall not adopt any types of employment relationships in order to avoid their labour or social welfare obligations.

Remuneration shall not be less than what is required by law or, where appropriate, by an industry agreement.

Suppliers' employees shall receive information about their financial terms prior to commencing work and once the employment relationship has commenced.

Working hours shall comply with national laws or, where these offer greater protection, with industry regulations; the same shall be true for any overtime and the payment thereof.

Recipients agree to not employ people who do not have the required residence permits and to not use forced labour or labour in bonded conditions.

#### **2. Child labour**

Suppliers agree to prevent child labour. Thus, they shall not hire anyone who is younger than the minimum working age, as established by the applicable law.



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### **3. Forced labour**

Suppliers shall oppose forced, compulsory or bonded labour. Workers at Suppliers shall be free to terminate their employment relationship having given suitable notice.

### **4. Non-discrimination and equal opportunity**

Suppliers shall reject any form of discrimination based on political and trade union views, religion, racial or ethnic origin, nationality, age, sex, sexual orientation, health, marital or disability status, physical appearance, economic and social status and, in general, any individual human characteristics. Suppliers and business partners shall adopt suitable measures to prevent any form of discrimination and guarantee equal opportunities.

### **5. Employees' right to freedom of association**

Suppliers shall recognise their employees' right to form and join or not join trade unions or any other form of association or collective representation, and their right to collective bargaining, in accordance with the methods and limits imposed by national, international, regional and/or local laws and regulations.

Suppliers shall guarantee their employees have the right to freely discuss their working conditions and to inform management about any concerns, without any fear of punishment, retaliation or discrimination.

### **6. Respect of people's dignity and privacy**

Suppliers agree to protect the privacy and opinions of anyone working for them and, more generally, of anyone who interacts with the company.

### **7. Ban on the use of drugs and the consumption of alcohol while working**

Anyone working for a Supplier shall abstain from doing any work for the Gerosa Group while under the influence of alcohol or drugs, or anything that has an equivalent effect, and they shall not consume any such substances while working with the Gerosa Group.

### **8. Workplace health and safety**

Suppliers shall carry out their activities while protecting the health, safety and well-being of their staff, ensuring compliance with all national, international and/or local laws and regulations, and with all their obligations to third parties. Thus, Suppliers shall adopt suitable measures that are able to identify, assess and manage the health and safety risks for people in order to avoid occupational accidents and diseases.

Suppliers agree to provide their staff (including all employees, temporary workers, apprentices and so on) with a healthy and safe working environment that includes, at least, drinking water, suitable lighting, an appropriate temperature, ventilation and sanitary facilities and, where



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applicable, suitably healthy and safe company lodging.

## **PART IV - ENVIRONMENT, SUSTAINABILITY AND PROCUREMENT OF RAW MATERIALS**

Suppliers agree to comply with all applicable environmental protection legislation in the country in which they operate so as to preserve the quality of the local area and ecosystem and to promote the improved use of natural resources. Consequently, Suppliers shall adopt the necessary measures to guarantee compliance with applicable environmental legislation and rules.

### **1. Biodiversity and conservation of natural resources**

Suppliers shall play an active role in protecting and conserving the natural ecosystems and biodiversity in the area in which they operate in order to prevent the excessive use of natural resources. Thus, Suppliers are required to identify, trace and monitor their use of natural resources (e.g. raw materials, fresh water, fossil fuels and renewables, etc.).

### **2. Circular economy and recycling**

Suppliers shall develop processes and products/services that are clearly designed to optimise resource use, progressively replacing the use of non-renewable resources with renewable or recyclable ones so as to prevent waste production. The Gerosa Group looks positively on its Suppliers' using and developing renewable and recycled raw materials

### **3. Waste management**

Suppliers shall adopt suitable, adequate measures to responsibly manage waste products, paying particular attention to harmful waste, in accordance with current legislation and regulations.

### **4. Emissions, air quality and subsoil**

The Gerosa Group asks all its Suppliers to adopt suitable, adequate measures to limit emissions and the impact on air quality in accordance with current legislation and regulations. Suppliers agree to adopt the necessary measures to preserve the quality of the soil and reduce as much as possible their impact on the soil.

### **5. Conservation of water**

The Gerosa Group sees water as a vital resource and, as such, asks all its Suppliers to preserve and manage water responsibly, optimising its use and setting targets for reducing its usage, in accordance with current legislation and rules.

Suppliers are asked to adopt solutions designed to reuse waste water, potentially through the adoption of specific water treatment solutions.



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## **6. Hazardous materials and chemicals**

Suppliers shall define and adopt suitable, adequate measures to manage any chemical substances in their procurement chain, in accordance with applicable laws and regulations.

## **7. Packaging and raw materials**

Suppliers' use of raw materials must adhere to quality, safety, environmental protection and green sustainability requirements. Suppliers shall adopt suitable, adequate measures to reduce the environmental impact of packaging.

## **PART V - PROFESSIONAL ETHICS**

### **1. Compliance with the provisions of law**

Suppliers are required to comply with current legislation and the laws, regulations and rules of the countries in which they operate. The Gerosa Group does not tolerate any conduct that is contrary to provisions of law.

Should any of the provisions contained herein conflict with current national laws in the Supplier's home country, the latter shall prevail.

Suppliers shall conduct themselves fairly, honestly, transparently and responsibly in all business activities and in their dealings with their business partners. Suppliers shall not undertake nor be involved in any activities that involve the purchase, receipt, concealment, laundering or financial or economic use of money, goods or other benefits derived from criminal activities in any form or manner. Suppliers shall not be directly or indirectly involved in any form of funding of terrorist organisations.

### **2. Relations with the Public Administration**

In all relations with the Public Administration and Institutions, whether in the country or abroad, Suppliers shall act in accordance with the applicable laws and company procedures, based on fairness and loyalty, without unduly influencing the other party's decisions in order to obtain favourable treatment and without accepting unlawful requests, or any other form of conditioning, from members of the Public Administration.

### **3. Prohibition of corruption and fraud**

The Gerosa Group prohibits any form of corruption or bribery, including when involving private individuals. Suppliers agree to not allow or engage in any form of corruption or bribery, including making payments or other granting of benefits conferred in a personal capacity to directors, employees or representatives of the Gerosa Group or other persons in order to improperly influence business decisions.

Suppliers shall not engage in nor tolerate any type of fraud, embezzlement, extortion, illicit



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payment or illegal behaviour.

#### **4. Transparency of financial information**

Suppliers shall provide transparent information about their activities, structures, financial situation and performance in accordance with the laws and regulations in force.

#### **5. Intellectual property**

The Gerosa Group respects the intellectual property rights of others and makes no unauthorised use of such property. In response, it asks its Suppliers to comply with all current laws and regulations on intellectual property rights.

Suppliers shall protect the industrial property rights (trademarks, patents, distinctive signs, designs, industrial models, intellectual works, etc.) that they possess and those of others. Thus, it is forbidden to counterfeit or alter trademarks or distinctive signs, whether domestic or foreign, for industrial products, or patents, industrial designs or models. It is similarly forbidden to make use of, introduce into the State, hold for sale, put up for sale or otherwise put into circulation, manufacture or industrially use counterfeit or altered objects or other goods made by usurping industrial property ownership or in violation thereof.

Thus, Suppliers are asked to define procedures and processes for their company that will protect the industrial property rights of others and respect them scrupulously.

#### **6. Competition and trade**

Suppliers shall operate in compliance with national, international, regional and/or local laws and regulations to protect and promote the principle of free competition among companies. Thus, Suppliers shall not engage in any practices or enter into any agreements or arrangements with competitors, suppliers, customers or other third parties designed to restrict or potentially restrict free and fair competition.

Suppliers also agree to comply with rules, regulations and laws governing the import, export, re-export, transfer, re-transfer and use of certain products. They also agree to adhere to any embargoes, sanctions or other measures restricting trade with persons, entities and/or countries.

#### **7. Data protection**

Suppliers agree to process the personal data from Gerosa Group representatives and any other personal data provided by the Gerosa Group in accordance with current laws and regulations. To ensure the security of any data processed, Suppliers shall adopt adequate organisational and technical security measures to protect the confidentiality, availability and integrity of any such personal data.

Suppliers shall promptly report, within the time limits established by law, any possible breaches



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of personal data security that might result in the destruction, loss, amendment, unauthorised disclosure of or access to, whether accidental or illegal, personal data transmitted, stored or otherwise provided by the Gerosa Group.

## **8. Confidentiality**

Suppliers shall adopt appropriate measures to safeguard any confidential information pertaining to the Gerosa Group that is obtained during the business relationship, in accordance with national and international laws and regulations. Suppliers shall not disclose any information obtained from the Gerosa Group to third parties. The same holds for any information which Suppliers become aware of during the course of the business relationship, unless specifically approved by the Group.

## **9. Conflicts of interest**

Suppliers shall inform the Gerosa Group in writing of any conflicts (e.g. a conflict of interest could be caused by a friendship or family relationship with a Gerosa Group employee) involving an employee, director, representative or any form of agent linked to the Gerosa Group.

Suppliers may consult the Purchasing Department at Gerosa Group Companies for clarification as to possible conflicts of interest.

## **10. Managing and conducting operations**

Suppliers are required to adopt a suitable internal governance and compliance system that ensures respect of national, international, regional and/or local laws and regulations.

Suppliers shall obtain any permits or licences required for their activities, as required by national, international, regional and/or local laws and regulations.

Suppliers shall guarantee that all operations and transactions are properly recorded, traceable, authorised, verifiable, legitimate, consistent and congruent. Adequate records must be kept for all operations and transactions to ensure it is possible to verify the decision-making, authorisation and execution.

## **PART VI - ENFORCEMENT AND REPORTING**

### **1. Acceptance obligation**

The Supplier Code of Conduct is an integral part of every contract the Gerosa Group enters into with its Suppliers. Supplier compliance with the principles in this Supplier Code of Conduct is an essential requirement for entering into a business relationship with the Group. Failure to observe, even partially, the principles set out in this Code of Conduct shall result in the termination of the existing relationship.



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The Supplier Code of Conduct shall be formally accepted by the Supplier's owner or legal representative, or by an employee who has been appropriately authorised according to the Supplier's own internal processes.

Any breach of the rules in this Supplier Code of Conduct could result, in the most serious cases, in the termination of the contractual relationship.

## **2. Application of the Supplier Code of Ethics and equivalence with other codes**

Suppliers are required to apply this Supplier Code of Conduct to employees, agents, subcontractors, suppliers and sub-suppliers to the extent they are involved in supplying goods and/or services to the Gerosa Group. Should a Supplier have adopted its own code of ethics whose ethical principles and conduct are in line with this document, the application of the Supplier Code of Conduct will be deemed to be done by the application of the Supplier's own code of ethics.

## **3. Reporting duty and methods**

Suppliers shall report any breaches of the Supplier Code of Conduct. In particular, they must promptly communicate: any attempt by another supplier or party designed to disrupt the smooth running of the selection procedure and/or the performance of the contract; any unusual request or claim by parties in the Gerosa Group or anyone who might influence decisions about signing a contract or the performance thereof; any relationship with an employee, director, attorney, proxy holder or agent of the Group that might generate, even only potentially, a conflict of interest.

Reports can also be made using the specific form in the "whistleblowing" section of <http://www.gerosagroup.com>, or using the specially created communication channels. Suppliers may consult the Purchasing Department for clarification as to the communication channels they can use.

## **PART VII - APPROVAL AND AMENDMENTS**

This Code of Conduct was approved by decisions of the Boards of Directors of Group Companies.

Any amendments or additions shall be determined by Cellografica Gerosa S.p.A. and adopted by its subsidiaries.