

# SUPPLIER CODE OF CONDUCT

## 1. Definitions

In the context of the SCoC, the following terms shall have the meaning specified below:

- “Agreement”: agreement concluded by the Parties based on the General Conditions and the relevant Purchase Orders issued by the Company to the Supplier, for the purchase by the Company of the Supplier's Goods and/or Services, provided that the General Conditions and the Purchase Orders set out the whole agreement between the Parties in respect of its subject matter; OR the agreement concluded by the Parties based on the specific terms and conditions negotiated for the supply of certain Goods and/or Services to the Company as the case may be;
- “Affiliate”: any legal person/entity directly or indirectly controlled by, controlling or subject to the common control of one of the Parties, being such control exercised through the direct or indirect ownership of 50% or more of the share capital or of the voting rights of such legal person/entity;
- “Company”: the company Fedrigoni S.p.A., with registered office in Verona, Via Enrico Fermi 13/F, fiscal code and VAT number 01664630223, and/or its Affiliate(s) indicated in the Purchase Order, which issues a Purchase Order for the purchase of Goods or to obtain Services from the Supplier;
- “Confidential Information”: means any confidential information, commercial or otherwise, relating to one Party, its materials, products, processes, services and activities, supplied, in any form, by and/or on behalf of one Party to the other Party;
- “Representatives”: the Company employees and legal representatives;
- “General Conditions”: the Company general purchase conditions, which govern the terms and conditions for the purchase of Goods and/or the supply of Services from a Supplier in execution of Purchase Orders issued by the Company from time to time, available online for free consultation on the website [www.fedrigoni.com](http://www.fedrigoni.com);
- “Goods”: tangible or intangible assets sold by the Supplier to the Company;
- “Party”: the Company or the Supplier individually as the case may be;
- “Parties”: the Company and the Supplier jointly;
- “Purchase Orders”: purchase orders for Goods or the provision of Services issued by the Company to the Supplier;
- “SCoC”: this Supplier Code of Conduct;
- “Services”: work and/or intellectual services provided by the Supplier to the Company;
- “Supplier”: natural or legal person who supplies Goods and/or Services to the Company on the basis of the Agreement.

## 2. Purpose and subject

- 2.1. The Company strongly believes that responsible sourcing is an effective vehicle for influencing sustainable values and practices across the value chain. By striving to build strong, long-lasting relationships and partnerships with its Suppliers the Company aims to promote responsible behaviour throughout its supply chain.
- 2.2. This SCoC lays out the minimum standards concerning sustainability rules and regulations required by the Company, that all Suppliers must comply with for the entire duration of the business relationship between the Parties.
- 2.3. The Supplier undertakes to comply with the provisions of the SCoC, as amended from time to time, in relation to the performance of its obligations arising from the Agreement and in its relations with the Company. It is understood that if the Supplier has implemented its own code of conduct (or similar document) which states – as a whole or in part- stricter rules than the SCoC, it shall be entitled to abide by its own more restrictive standards, provided that the respect of the provisions of this SCoC shall be in any case guaranteed.
- 2.4. This SCoC shall constitute an integral and substantial part of all the Agreements between the Parties.

2.5. This SCoC is available for free consultation and download at the Company's registered office and on the website [www.fedrigoni.com](http://www.fedrigoni.com).

### 3. Management systems

- 3.1. The Supplier must ensure that adequate and effective management systems are in place in order to comply with this SCoC and with applicable laws and regulations. The functioning and quality of the management system must be proportionate to the size, complexity and risk environment of the Supplier's business.
- 3.2. The following are the minimum requirements:
- a) the Supplier must adopt a structured approach to assessing, mitigating and managing risks relating to human and labour rights, occupational health and safety, responsible business and environmental impact (hereinafter "**Code of Conduct Issues**");
  - b) the Supplier must adopt improvement actions relating to Code of Conduct Issues and identify actions for reaching these targets in order to ensure performance improvement. If the Supplier doesn't meet the standards of this SCoC, he undertakes to take all the necessary measures in order to guarantee the compliance with it;
  - c) the Supplier must observe all applicable laws, regulations and contractual terms governing its assignments, and communicate them in a timely fashion to employees and business partners through adequate training;
  - d) the Supplier must ensure systems are in place to allow the reporting of grievances relating to Code of Conduct Issues.

### 4. Human and labour rights

#### 4.1. Human rights

The Supplier must:

- a) respect human rights and must not be an accessory to human rights violations;
- b) map its human rights impact when agreed;
- c) have adequate means to rectify any human rights violations.

#### 4.2. Basic workers' rights

The Supplier must:

- a) not employ anyone below the age of 18, or the minimum age according to national legislation, whichever is higher (in line with ILO Convention 138 on child labour);
- b) ensure that employing anyone above the minimum legal age but under 18 does not put person's education, health, safety or morals at risk;
- c) recognise employee rights to organise, be a member of a union and bargain collectively;
- d) not use any form of forced labour;
- e) not discriminate against any employee or potential employee;
- f) treat all employees with fairness and respect.

#### 4.3. Wages and working hours

The Supplier must:

- a) pay employees the minimum wage and overtime wages as established by national laws or collective agreements;
- b) apply working hours in compliance with applicable law and collective agreements. Where no such laws or agreements exist, working hours must not exceed 48 hours per week;
- c) allow all employees at least one rest day for every seven consecutive working days, unless regulated differently by applicable laws.

### 5. Occupational health and safety (OHS)

The Supplier must:

- a) fulfil all applicable legal OHS requirements;

- b) have a written OHS policy of its own that demonstrates its commitment to OHS, and appoint persons responsible for OHS within its organization;
- c) ensure that operational control such as rules and procedures are in place, and that all employees have been informed of them;
- d) have emergency response procedures in place;
- e) increase employee awareness of OHS issues, reinforce a culture of safety through open communication and ensure all staff have received suitable OHS training;
- f) measure and track OHS performance and any OHS hazards through inspections and audits in the workplace;
- g) report and investigate all OHS-related incidents.

## **6. Environmental impact**

The Supplier must:

- a) fulfil all environmental requirements in accordance with applicable laws, regulations and permits;
- b) appoint persons responsible for environmental issues within its organization;
- c) ensure its employees have appropriate knowledge and experience of environmental issues, as well as resources to enable them to fulfil their environmental responsibilities;
- d) ensure availability to all employees of written instructions and relevant information relating to processes with a potential environmental impact (e.g. storage and handling of hazardous materials);
- e) work to prevent any environmental emergencies and ensure preparedness to respond appropriately in such an event by analysing, identifying and adopting preventive and corrective measures;
- f) manage environmental breaches or disputes systematically and communicate the information to employees and external stakeholders, including the Company if affected;
- g) provide the Company with up-to-date material safety data sheets (TDS or SDS) and all relevant documents and information requested by the Company.

## **7. Responsible business**

The Supplier must:

- a) carry out its activities in full compliance with existing antitrust and fair competition legislation;
- b) prevent any possible conflicts of interest between the Parties;
- c) not accept or offer bribes, facilitation payments or anything of value for the purpose of obtaining or retaining business or any improper benefit or advantage, and must -in general- comply with existing anti-corruption legislation;
- d) comply with all rules and regulations, including those defined by the Company, relating to the safety and quality of products and services;
- e) record and disclose transparent, accurate details of its business operations, organisational structure, financial status and performance as per existing laws and regulations. This may include the following:
  - i. the Representatives must pay their own travel and accommodation costs when visiting the Supplier, conferences, plants, etc;
  - ii. the Representatives must not be offered any gifts, hospitality or expenses that could be considered unreasonable or inappropriate with regard to potential business transactions.

## **8. Reporting**

- 8.1.** The Procurement Department of the Company is available to provide help with the interpretation and implementation of this SCoC, provided that the Supplier and all its employees can report any concerns confidentially to:

Fedrigoni S.p.A.

Via Enrico Fermi 13/F, 37135

Verona, Italy  
Group Compliance & Internal Audit Office  
codeofethics@fedrigoni.com

8.2. The Supplier in particular undertakes to promptly report any Code of Conduct Issues that could affect the relationship between the Parties and any non-compliance with the SCoC to the Company at the address indicated at paragraph 8.1.

#### 9. Audit

9.1. The Supplier undertakes to grant permission to the Representatives, or to any third party authorised by the Company and reasonably acceptable to the Supplier, to audit the Supplier's operations relevant for this SCoC (in the presence of the Supplier), including but not limited to the Supplier's facilities and the analysis of books and records (the "Audit").

9.2. It is understood that the Company reserves the right to carry out an Audit before the signing of an Agreement and/or throughout the duration of the relevant Agreement according to its needs.

9.3. In connection with the Audit, the Supplier undertakes to disclose at the request of the Company the required information and data, unless this constitutes a breach of its statutory obligations on disclosure of information. At the Supplier's request the Parties shall enter into a confidentiality agreement regarding any Confidential Information disclosed in relation to the Audit.

#### 10. Enforcement of the SCoC and consequences of a breach

10.1. As a general rule if the Company detects that the Supplier is not fulfilling the requirements and standards defined in this SCoC, the Company can offer guidance on the issues that need to be addressed. The Supplier undertakes to promptly implement the necessary actions as advised by the Company.

10.2. It is however understood that in case of infringement of the provisions of the SCoC the Company reserves the right to cancel outstanding Purchase Orders, suspend future Purchase Orders or terminate immediately the Agreement.

#### 11. Code of Ethics

The Supplier acknowledges that the Fedrigoni Group, pursuant to Legislative Decree 8 June 2001 n. 231 (the "Decree") has furthermore adopted an organizational model and a code of ethics (this latter available for free consultation and download at the Company's registered office and on the website [www.fedrigoni.com](http://www.fedrigoni.com), hereinafter the "Code of Ethics").

The Supplier undertakes to refrain from any conduct suitable for configuring the hypotheses of crime referred to in the Decree - regardless of the actual perpetration of the crime or its punishment - as well as to operate in compliance with the rules and principles of the Decree itself.

The Supplier also undertakes to comply with the provisions of the Code of Ethics - to the extent of its competence and as amended from time to time - in relation to the performance of its obligations arising from the Agreement and in its relations with the Company.

In case of infringement of the provisions of the Code of Ethics the Company shall be entitled to terminate immediately the Agreement and to seek compensation from the Supplier for any suffered damage, to the extent that shall be quantified.

#### 12. Subcontractors

The Supplier, in any case of use of subcontractors (if and when duly authorized by the Company), shall remain jointly and severally liable with the latter towards the Company for the correct execution of the activities entrusted to them and for the observance of the provisions of the SCoC, whose provisions shall be recalled in the relevant agreement to be entered into by the Supplier and the subcontractor.