

## SUPPLIER CODE OF CONDUCT

### 1. Definitions

In the context of the Supplier Code of Conduct, the following terms have the following meanings:

- "Contract": agreement concluded by the Parties on the basis of the General Conditions and the related Purchase Orders issued by the Company to the Supplier, for the purchase by the Goods Company and/or Services of the Supplier, provided that the General Conditions and purchase orders contain the entire agreement between the Parties with regard to the object in question; OR the agreement concluded by the Parties on the basis of the specific terms and conditions agreed for the supply of certain Goods and/or Services to the Company, depending on the cases;
- "Company": the company ICRO COATINGS S.p.A., with registered office in Chignolo d'Isola (BG) , Via Bedeschi 25, VAT number 0 2597000161, which issues a Purchase Order for the acquisition of Goods or obtaining Services from the Supplier;
- "Confidential Information" means any confidential, commercial or other information relating to a Party, its materials, products, procedures, services and activities, provided, in any form, by and/or on behalf of one Party to the other Party;
- "Representatives": the employees that are legal representatives of the Company;
- "General Conditions": the general conditions of purchase of the Company, which govern the terms and conditions for the acquisition of Goods and / or the provision of Services from a Supplier in fulfillment of the Purchase Orders issued from time to time by the Company, available online for free consultation on the website <https://www.icro.it/en/termini-e-condizioni/> ;
- "Goods": tangible or intangible assets sold by the Supplier to the Company;
- "Party": the Company or the Supplier understood individually, as the case may be;
- "Parties": the Company and the Supplier understood collectively;
- "Purchase Orders": purchase orders for Goods or the provision of Services provided by the Company to the Supplier;
- "CCS ": this Supplier Code of Conduct ;
- "Services": work and/or intellectual services performed by the Supplier for the Company;
- "Supplier": natural or legal person who provides Goods and/or Services to the Company under the Contract.

### 2. Purpose and object

- 2.1. The Company firmly believes that sustainable sourcing is an effective means of promoting responsible values and practices throughout the value chain. The company, striving to build strong and lasting relationships and partnerships with its suppliers, intends to promote responsible behavior throughout its supply chain .
- 2.2. This CCS establishes the minimum standards relating to the sustainability rules and requirements required by the Company, that all Suppliers must observe for the entire duration of the commercial relationship between the Parties.
- 2.3. The Supplier undertakes to comply with the provisions of the CCS, as amended from time to time, with regard to compliance with its obligations arising from the Contract and in its relations with the Company. It is understood that if the Supplier has adopted its own code of conduct (or similar document) which provides, in whole or in part, stricter rules than those of the CCS, it will be authorized to comply with its most restrictive rules, provided that compliance with the provisions of this CCS is guaranteed in any case.

2.4. This CCS constitutes an integral and essential part of all agreements between the Parties.

2.5. This CCS is available for consultation and free download at the Company's headquarters and on the website [www.icro.it](http://www.icro.it).

### 3. Management systems

- 3.1. The Supplier must ensure the implementation of adequate and effective management systems in order to comply with this CCS, applicable laws and regulations. The operation and quality of the management system must be proportionate to the size, complexity and risk context of the Supplier's activity.
- 3.2. The minimum requirements are as follows:
- a) the Supplier must adopt a structured approach to assess, mitigate and manage risks related to human and labour rights, occupational health and safety, responsible business and environmental impact (hereinafter "**issues relating to the Code of conduct**");
  - b) the Supplier must take improvement actions related to issues related to the Code of Conduct and identify actions aimed at achieving these objectives in order to ensure the improvement of performance. In case of non-compliance with the standards provided for by the CCS, the Supplier undertakes to take all necessary measures to ensure compliance;
  - c) the Supplier must comply with all laws, regulations and contractual conditions concerning its assignments, and communicate them in a timely manner to employees and business partners through adequate training;
  - d) the Supplier must put in place systems to allow the reporting of complaints relating to issues related to the Code of Conduct.

### 4. Human and labour rights

#### 4.1. Human rights

The Supplier undertakes to:

- a) respect human rights and not be complicit in human rights violations ;
- b) map its impact on human rights if so agreed;
- c) have the appropriate means to resolve any human rights violations .

#### 4.2. Fundamental rights of workers

The Supplier undertakes to:

- a) not to hire persons under the age of 18, or the minimum age according to national legislation, if higher (in line with ILO Convention 138 on Child Labour);
- b) make sure that hiring people above the minimum legal age , but under the age of 18, does not jeopardises the education, health, safety or morals of persons;
- c) recognize the rights of employees to organize, be members of a trade union and negotiate collectively ;
- d) not to resort to any form of forced labour;
- e) not to discriminate against any employee or potential employee;
- f) treat all employees fairly and with respect.

#### 4.3. Wages and working hours

The Supplier undertakes to:

- a) pay employees the minimum wage and overtime as determined by national laws or collective agreements;
- b) apply working time in accordance with applicable law and collective agreements . Where no such laws or agreements exist, working time shall not exceed 48 hours per week;
- c) grant all employees at least one day off every seven consecutive days of work unless otherwise provided for by applicable laws.

## **5. Occupational Health and Safety (OHS)**

The Supplier undertakes to:

- a) meet all applicable occupational health and safety (OHS) legal requirements;
- b) have their own written OHS policy that demonstrates their commitment to OHS, and appoint OHS managers within their organization;
- c) ensure that you have operational control, such as rules and procedures, and that you inform all employees thereof;
- d) have emergency management procedures in place;
- e) raise employee awareness of OHS issues, enhance the safety culture through open communication and ensure that all staff have received appropriate OHS training;
- f) measure and monitor performance and any OHS hazards through workplace inspections and audits ;
- g) report and investigate OHS-related incidents .

## **6. Environmental impact**

The Supplier undertakes to:

- a) meet all environmental requirements in accordance with applicable laws, regulations and permits;
- b) appoint environmental officers within your organisation;
- c) ensure that its employees have adequate knowledge and experience in environmental matters, as well as resources that enable them to fulfil their environmental responsibilities;
- d) ensure that all employees are provided with written instructions and relevant information regarding processes with a potential environmental impact (e.g. storage and handling) of hazardous materials);
- e) work to prevent any environmental emergencies and ensure their preparation to respond adequately in such an eventuality, analyzing, identifying and adopting preventive and corrective measures;
- f) systematically manage violations or environmental issues and communicate information to employees and external stakeholders, including the Company if involved;
- g) provide the Company with up-to-date material safety data sheets (technical data sheets or safety data) and all relevant documents and information requested by the Company.

## **7. Responsible business.**

The Supplier undertakes to:

- a) carry out its activities in full compliance with current legislation on antitrust and fair competition;
- b) prevent any conflicts of interest between the Parties ;
- c) not to accept or offer bribes, preferential payments or any valuable object for the purpose of obtaining or entertaining business or any undue benefits or advantages, having to, in general, comply with existing anti-corruption legislation ;

- d) comply with all rules and regulations, including those provided by the Company, relating to the safety and quality of products and services;
- e) record and disclose with transparency and accuracy the details of its business operations, organizational structure, economic situation and performance in accordance with the laws and regulations in force. This may include the following:
  - i. the Representatives will be required to pay their travel and accommodation expenses during visits to the Supplier, at conferences, inspection of the facilities, etc.;
  - ii. No gifts, gifts or sums of money shall be given to the Representatives that may be considered inappropriate or inappropriate in connection with potential business transactions.

## **8. Reports**

- 8.1. The Purchasing Department of the Company is willing to provide assistance regarding the interpretation and implementation of this CCS, so that the Supplier and all its employees can report in confidential manner any perplexities/ doubts/fears to:

ICRO COATINGS S.p.A.  
Bedeschi Street 25  
Chignolo d'Isola (BG),  
VAT number 02597000161

Purchasing Department  
acquisti@icro.it

- 8.2. The Supplier undertakes, in particular, to promptly report to the Company, at the address indicated in point 8.1, any issues relating to the CCS that could affect the relationship between the Parties and any non-compliance of the CCS.

## **9. Audit**

- 9.1. The Supplier undertakes to grant permission to the Representatives, or to any third party authorized by the Company and which is deemed reasonably acceptable by the Supplier, to audit the Supplier's operations that are relevant to this CCS (in the presence of the Supplier), including, but not limited to, the Supplier's facilities and the analysis of records and records (the "**Audit**").
- 9.2. It is understood that the Company reserves the right to carry out an Audit before the signing of a Contract and / or during the entire duration of the relevant Contract according to your needs.
- 9.3. With regard to the Audit, the Supplier undertakes to communicate, at the request of the Company, the information and data requested, unless this constitutes a violation of its legal obligations on the dissemination of information. At the request of the Supplier, the Parties shall enter into a confidentiality agreement relating to all Confidential Information disclosed in connection with the Audit.

## **10. Implementation of the CCS and consequences in case of possible violations**

- 10.1. In general, if the Company finds that the Supplier is not complying with the requirements and standards defined in this CCS, the Company may offer guidance on the issues to be addressed. The Supplier undertakes to promptly take the necessary actions as indicated by the Company.
- 10.2. However, it is understood that in case of violation of the provisions of the CCS the Company reserves the right to cancel existing Purchase Orders, suspend future Purchase Orders or immediately terminate the Contract.

### **11. Code of Ethics**

The Supplier acknowledges that ICRO COATINGS, pursuant to Legislative Decree no. 231 of 8 June 2001 (the "**Decree**") has also adopted an organizational model and a code of ethics (the latter can be consulted and downloaded free of charge at the Company's headquarters and on the website <https://www.icro.it/azienda/> below the "**Code of Ethics**").

The Supplier undertakes to refrain from conduct that may constitute a crime referred to in the Decree, regardless of the actual commission of the crime or its punishability, as well as to operate in compliance with the provisions and principles of the Decree itself.

The Supplier also undertakes to comply with the provisions of the Code of Ethics, as far as it is within its competence and as amended from time to time, in relation to compliance with its own obligations arising from the Contract and in the course of its relations with the Company.

In case of violation of the provisions of the Code of Ethics, the Company will have the right to immediately terminate the Contract and to ask the Supplier for compensation for any damage suffered, within the quantified limits.

### **12. Subcontractors**

The Supplier, if it makes use of subcontractors (if and when duly authorized by the Company), will remain jointly and severally liable to the Company for the correct execution of the activities entrusted to them and for compliance with the provisions of the CCS whose provisions will be referred to in the relevant contract that will be stipulated by the Supplier and the subcontractor.