



CARVICO

Supplier Code of Conduct

June 2023



1. INTRODUCTION

Corporate Ethics is a founding and inalienable principle that inspires the system of relations that CARVICO establishes with its business partners and reflects the guidelines of the provisions contained in the Code of Ethics.

To this end, collaboration with the supply chain is considered an essential tool for achieving the highest ethical standards and promoting sustainable business development.

Therefore, CARVICO requires its suppliers and subcontractors to adopt the same behaviour on issues concerning labour and human rights, environmental protection and biodiversity, health and safety in the workplace and the fight against corruption. (1)

Each Supplier agrees to take responsibility for, promote and verify the adoption of the provisions of this Code with its sub-suppliers, guaranteeing, and, if requested, demonstrating, effective compliance with the provisions contained herein. It is understood that the Supplier shall in any case be held liable for any violation of these rules of conduct by its subcontractors, should these be ascertained.

CARVICO reserves the right to take actions and measures to protect its honour and reputation against its Suppliers if serious violations of the principles set out herein are found.

2. LABOUR AND WORKERS' RIGHTS

The Supplier shall establish the employment relationship with its Employees in compliance with the relevant legal provisions in force in the various Countries where the work is carried out. The employment relationship shall in any case be freely agreed between the parties as shall the conditions for any termination of employment.

Remuneration for work should in any case be appropriate and in accordance with the relevant provisions, and intermittent or discontinuous contractual arrangements aimed at evading what is due in the case of permanent employment should be avoided. Under no circumstances may relationships be established that involve illegal, undeclared or unprotected forms of work that are not covered by due health and social security protection.

Employee records shall be kept confidential, in accordance with the conditions set out in the Privacy legislation and protected by procedures to prevent their use for discriminatory or inappropriate purposes, limiting access to authorised personnel only.

(1) *The Reference Principles are those recognised nationally and internationally and provided for in the Conventions of the International Labour Organisation (ILO), the Guiding Principles of the Organisation and Development (OECD), the Universal Declaration on Human Rights, the Principles of the Global Compact and the United Nations (UN) Guidelines on Business and Human Rights.*

Workers must be provided with written, detailed and comprehensible information on the pay conditions and contractual classification governing their employment relationship.

Under no circumstances may remuneration be paid, in cash or in kind, that is not subject to the tax and social security withholdings provided for by the legislation in force, with the exception of gifts of modest value, distributed on festivities or holidays.

The employee may not be charged, under no circumstances and not even in part, for the cost of his or her own recruitment.

In the event of redundancy management, all possible efforts should be made to minimise the social impact and all appropriate information and assistance should be provided.

Child labour, temporary work, apprentices, contract labour and other forms of discontinuous employment

The minimum age for access to employment is governed by the laws in force in the Countries concerned, which must be observed scrupulously; under no circumstances, however, may Suppliers hire workers younger than 15 years of age.

Workers under the age of 18 may not be assigned hazardous work.

In order to ascertain the age of workers, Suppliers shall have appropriate verification and control procedures in place.

Employment contracts of a discontinuous nature, apprenticeship contracts, temporary work or contract labour may not be used for the purpose of circumventing the more stringent provisions of the law on permanent employment or for the sole purpose of making savings that could not otherwise be achieved.

Compulsory and forced labour

Work is a free choice.

CARVICO rejects any kind of collaboration with companies that use forced labour or employ prison labour or employ non-consenting or enslaved workers.

Under no circumstances may cash deposits be demanded from workers, nor may identity documents be confiscated in order to limit or restrict their freedom to terminate employment.

Non-discrimination and equal opportunities

CARVICO condemns any form of unequal treatment or discrimination based on age, gender, nationality, political and religious views, sexual orientation, and physical or mental disability.

Therefore, CARVICO's Suppliers shall under no circumstances tolerate discriminatory behaviour directly or indirectly practised against their own personnel; Suppliers shall also ensure that such discriminatory behaviour is not practised by their own sub-suppliers.

Freedom of association

CARVICO recognises the freedom of association of its employees with trade unions as a prerequisite for free collective bargaining to protect their own rights.

The addressees of this document must also recognise the freedom of association of their own employees, as well as those of their subcontractors, without discriminating or retaliating against them.

Working Hours and Remuneration Policies

Suppliers shall ensure strict compliance with the legal provisions in force concerning working hours, ordinary and overtime, night shifts, rest periods and holiday entitlements.

In all cases, the working week may not exceed 60 hours or a lower limit if provided for by local regulations.

Remuneration for overtime, should it be carried out, will be paid by adopting a higher rate than for ordinary working hours, as regulated by national collective agreements and supplementary company agreements.

Employees must in any case be paid a minimum wage that is not less than that established by law, or by collective or supplementary company agreements if they are better, and in any case such as to guarantee them a free and dignified livelihood.

Remuneration must be paid on a regular basis and at certain and known due dates and no deductions, other than those provided for in the relevant legislation, may be levied on it.

Health and Safety at Work

Suppliers shall guarantee their Employees a healthy and safe working environment. To this end, they shall adopt appropriate measures and procedures to prevent accidents and injuries. The legal provisions on health and safety at work must be strictly complied with, including, but not limited to, those on building and plant safety, fire prevention and protection, first aid, personal protective equipment and plant and equipment safety.

Workplaces must be healthy and provide sufficient lighting and ventilation, and workers must have access to toilets and drinking water. In the case of canteen and accommodation services, the regulations on hygiene and safety in these environments must be observed.

When foreseen, a Health and Safety Manager must be appointed and appropriate training and refresher courses organised.

3. ENVIRONMENT

Respect for the environment and biodiversity is one of the founding values of CARVICO, which expects its Suppliers to be committed to reducing their environmental impact.

CARVICO's Suppliers shall respect and comply with all legal requirements and environmental protection regulations including, but not limited to, the laws on waste disposal, air emissions into the atmosphere, the use of chemicals and hazardous substances and the management and disposal of waste water.

Suppliers are encouraged to integrate and improve their operational procedures in order to limit the use of resources and promote their reuse and recycling.

Suppliers shall ensure that personnel whose tasks involve a direct impact on the environment are adequately trained and equipped with the necessary tools to perform their activities properly.

Suppliers are also required to make a commitment to reducing energy consumption and the environmental impact of packaging used, and the use of fuel-efficient means of transport is encouraged through their supply chain.

The certification of the environmental management system according to internationally recognised standards (e.g. ISO 14001) will be regarded as a definite asset for CARVICO when selecting its Suppliers.

4. ETHICS

The ethical principles that inspire CARVICO are set out in the CODE OF ETHICS to which reference should be made. In this document we will limit ourselves to listing the behaviour that Suppliers are required to observe.

In particular, Suppliers are required to comply with all applicable competition and trade, conflict of interest and anti-money laundering laws.

Suppliers shall also respect the intellectual property rights of third parties and ensure the protection of confidential information and personal data.

They must comply with all sustainable development and product safety provisions and ensure that they only market products that can guarantee the health and safety of consumers and all those who come into direct or indirect contact with these products.

Suppliers will be required to provide, if requested, all information about the materials used by CARVICO so as to allow for any assessments of the potential environmental and social risks associated with the manufacture of such materials.

The adoption of a Code of Conduct by Suppliers, which should be subject to periodic verification and its application monitored, is particularly recommended.

CARVICO combats any kind of misappropriation and refers to its Anti-Corruption Procedure for further analysis.

5. IMPLEMENTATION AND MONITORING

Suppliers are required to comply with this Code of Conduct and, to this end, it is recommended that they disseminate, share and communicate the contents of the document to the entire subcontracting chain. In terms of distributing the document to employees and providing training on its content, all the necessary measures should be taken to ensure its effective implementation.

The addressees of the document will be obliged to report to CARVICO any cases of non-compliance with the provisions and contents of this Code.

If necessary, CARVICO undertakes to collaborate with its Suppliers in order to implement any improvement activities that may be necessary to achieve full compliance with the provisions of the Code.

CARVICO reserves the right to request from the recipients any documentation deemed relevant to carry out the appropriate checks, which may be conducted either directly or through audit companies appointed for this purpose. The utmost confidentiality is guaranteed with regard to all confidential information that may come to our knowledge in the course of such activities.

In connection with the request for any clarifications or suggestions, as well as of any violations, the recipients of this document are invited to direct their communications to the following addresses:

Electronic mail: info@comitatoetico.carvico.com

Ordinary mail: Ethics Committee Carvico S.p.A.

Via Don Angelo Pedrinelli, 96 – 20040 Carvico (BG) - Italy

CARVICO undertakes to treat the information received with the utmost confidentiality, to ensure it remains confidential and to protect the identity of any whistleblower from any retaliatory action.

ACCEPTANCE FORM

The undersigned Firm/Company (*Company Name, Registered Office Address, Telephone Number and E-mail Address*)

with reference to relations with CARVICO

declares that it:

- has received and acknowledged the contents of the Supplier Code of Conduct;
- undertakes to disseminate the contents of this Code to its employees, collaborators and suppliers;
- undertakes to respect and implement the contents and prescriptions contained therein on behalf of itself, its employees, collaborators, shareholders and directors;
- requests from its supply chain and its subcontractors employed in connection with its activities with CARVICO, a declaration of full agreement and acceptance of the Code;
- will undertake, in the event of non-compliance, to implement all the necessary corrective actions to adapt to the provisions described with a view to proactive collaboration and business development;
- undertakes to report any case of violation of this Code to CARVICO using the contacts indicated on page 7.

Date: __ / __ / ____ Place: _____

Company stamp: _____

Name of Legal Representative: _____

Signature: _____