



**FERRINO & C Spa**  
**SUPPLIER CODE OF CONDUCT**

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## **1 INTRODUCTION**

This Suppliers' Code of Conduct (hereinafter also referred to as the "Code") is intended to define standards relating to safe working conditions, fair treatment, ethical practices and respect for employees' rights to which all FERRINO & C. SpA suppliers and subcontractors must adhere.

Ferrino & C SpA aims, through this Suppliers' Code of Conduct, to involve suppliers in the construction of a socially, environmentally and economically sustainable procurement cycle.

It is recognised that the aforementioned Code applies in conjunction with all regulations in force in the countries in which the Company operates and in addition to all the principles set out in the Code of Ethics and in current company procedures.

## **2 SCOPE OF APPLICATION**

The above Code applies to all parties who enter into contracts with FERRINO & C SpA for the supply of goods or services (hereinafter the parties will be referred to as 'Suppliers').

The Code applies without limitation to supplies relating to all product classes, and to all suppliers regardless of their geographical location. Particular attention will be given to suppliers and sub-suppliers located in remote areas (e.g. the Asian continent).

It is made clear that, by signing the Supply Agreement, Suppliers undertake to comply with the contents of the Code. Each supplier is responsible for ensuring that its employees and any subcontracting parties are informed about the principles contained in the Code and that they comply with its application.

This means that, from a practical point of view, the supplier code of conduct applies to all goods and services purchased by the Company, including those instrumental to the performance of its business activities, regardless of how they are purchased. The suppliers' code of conduct does not apply to relations with Public Administrations.

It is understood that nothing contained in the Code is intended to replace any stricter provisions that may be contained in a particular Supply Contract.

In the event new contracts are signed or existing contracts are updated, the Code must be shared and accepted by all parties involved.

FERRINO & C. S.p.A. reserves the contractual right to carry out, also with the support of third parties, inspections of its suppliers aimed at monitoring the implementation of the Code.

## **3 GENERAL CONDITIONS**

FERRINO & C Spa requires Suppliers, who are also engaged on behalf of subcontractors and parties they use for the supply of goods or services, to comply with the minimum standards of conduct and basic practices outlined in this document.

Compliance with the provisions of the Code is verified by means of appropriate monitoring procedures that take into account the different risk profiles of the supplier categories and possible differences in legal and cultural backgrounds. These procedures may make use of third-party organisations.

An integral part of the monitoring procedures is the request to suppliers located outside the EU to fill in a special questionnaire with detailed requests regarding business conduct and the application of environmental and social standards. This document, aligned with this code and signed by the supplier, is an integral part of the supply contract.

To this end, Suppliers are requested to promptly inform FERRINO & C SpA in the event of non-compliance, in whole or in part, with the provisions of the Code, and to mitigate any negative impact that may arise from such non-compliance.

Furthermore, it is recognised that in the event of violation of the Code, the Company reserves the right to terminate the Supply Contract.



#### **4 CORE PRINCIPLES OF CONDUCT FOR SUPPLIERS**

FERRINO & C. SpA conducts its business activities in compliance with national and international laws, regulations in force and the principles defined in the Code of Ethics.

The Company therefore undertakes to implement all the necessary measures to prevent and avoid corruption and conflict of interest.

Given these assumptions, FERRINO & C. SpA undertakes to require its suppliers and sub-suppliers to respect and apply the principles of this Code throughout the supply chain.

Possession of third party certifications, if any, is an important component in the selection and evaluation of suppliers.

#### **HUMAN RIGHTS AND SOCIAL PRACTICES**

##### Protection of children and prohibition of child labour

The Supplier recognizes the human rights of children, such as the right to education, the right to play and the right to basic needs, and adheres to ILO (International Labour Organisation) definitions of minimum age for employment and hazardous work, in accordance with children's rights and business principles.

The Supplier shall take the necessary measures and steps to identify, prevent and address child labour issues that it may create, contribute to or be associated with in the course of its business relations.

##### Prohibition of forced, coerced and compulsory labour

The supplier opposes forced labour as defined by the International Labour Organisation (ILO 1) and condemns the use of all forms of forced or compulsory labour, including forced prison labour, indentured servitude, bonded labour, and modern forms of slavery and any form of human trafficking in our value chain.

The Supplier shall endeavor to ensure that all employees enjoy freedom of movement and are not restricted by physical restraints, abuse, threats and other practices such as the withholding of identity documents and valuables; it shall also endeavor to ensure that all employees have the right to work freely, are aware of working conditions and are regularly remunerated.

The Supplier shall take the necessary measures to identify, prevent and combat forced labour that it may cause, contribute to or be linked to in the framework of its business relations.

##### Fair wages

The supplier pays all employees a fair and competitive wage in line with the applicable ILO Conventions, taking into account the needs of employees and their families.

##### Working Hours

The Supplier recognizes the issue of work-life balance, the right to rest and leisure. The Supplier will comply with applicable laws and any collective agreements on working hours and paid leave. The Supplier's efforts will be aimed at ensuring a balance between business and personal needs for all employees. The Supplier shall comply with applicable laws and ILO Conventions concerning working hours and weekly rest.

##### Diversity and inclusion, prohibition of discrimination and harassment

The Supplier values diversity and inclusion and condemns all forms of discrimination and harassment, any inappropriate or disrespectful behavior, such as physical and verbal abuse and sexual harassment in the workplace or at work events.



The Supplier shall endeavor to take proactive measures to promote equal opportunities for all employees, including temporary and agency workers, seasonal workers and workers operating in a country other than their country of origin or nationality. The Supplier will comply with the ILO Conventions on discrimination and labour migration.

Suppliers will take the necessary measures and steps to identify, prevent and reduce discrimination that they may be the cause of, contribute to or be associated with in the context of their business relations.

#### Freedom of association and collective negotiations

The Supplier recognizes the right of its employees to form and join a trade union of their choice and the right to collective negotiations without fear of intimidation or reprisal.

The Supplier shall take the necessary measures and steps to identify, prevent and combat discriminatory behavior in applications, decisions on training, rewards, career advancement, dismissals or transfers related to union organization, membership and activities.

The supplier shall comply with the ILO Conventions on Freedom of Association, Collective Bargaining and Workers' Representation.

#### Health and Safety

The supplier recognizes that employees play a central role in the company. In accordance with the ILO Health and Safety Convention, the Supplier shall continuously endeavor to take the necessary measures and steps to provide and maintain a safe and healthy working environment for all employees by managing identified risks, implementing preventive measures, evaluating the effectiveness of such measures and seeking continuous improvement. The Supplier shall comply with applicable occupational health and safety laws.

The Supplier will strive to develop a sustainable health and safety culture in the company.

#### Conciliation and Reparation Procedures

The supplier will take the necessary measures and steps to create an effective corrective mechanism to address human rights concerns and issues in its supply chain.

### **ENVIRONMENTAL PROTECTION AND SUSTAINABILITY**

#### Ban on deforestation and peat development

The Supplier shall take the necessary measures to ensure that its actions do not have a negative impact on forests, peatlands and other protected territories of any kind.

Furthermore, the Supplier shall not expand its activities into high carbon stock forests, high conservation value (HCV) areas or protected areas. When starting new activities or expanding existing ones, the Supplier shall obtain all authorizations and permits required by law. The Supplier will keep supporting documents relating to land use history and provide them upon request.

#### Biodiversity

The Supplier will take the necessary measures to ensure that biodiversity is preserved in all its activities and throughout the supply chain.

When starting up new activities or expanding existing ones, Suppliers will endeavor to take the necessary measures to protect areas of high conservation value and to promote biodiversity



#### Air quality and ecological footprint

The supplier will, as far as possible, take the necessary measures to minimize its emissions and impact on air quality, and will put in place practices to monitor and reduce its ecological footprint by providing evidence of the same where requested.

#### Conservation and management of water resources

The Supplier will, as far as possible, take the necessary measures to minimize its impact on water resources by reducing water consumption, ensuring the maintenance or improvement of groundwater quality and promoting the conservation of water resources.

The Supplier will take the necessary measures to provide evidence of its water footprint, where required.

#### Waste management

The Supplier will take the necessary measures to minimize waste generation and consumption of natural resources.

The Supplier will adopt good waste management practices, reducing its footprint and promoting the circular economy.

#### Management of chemicals

Suppliers will not use chemicals considered harmful to the environment and/or people.

Suppliers purchasing agricultural products will practice and promote the limited use of chemicals and fertilizers in the supply chain and towards farmers.

The Supplier will define and adopt procedures for the management of chemicals throughout the supply chain.

The Supplier will show supporting documents relating to the management and use of chemicals, where required.

#### Soil quality

The Supplier will take the necessary measures to preserve the quality of the soil and to minimize its impact on the soil as far as possible.

The Supplier will provide evidence of soil management and/or soil impact assessment where requested.

#### Energy efficiency

The Supplier will take the necessary measures to minimize energy consumption and define energy saving strategies (such as the use of renewable sources and fuels, fuel efficient logistics activities).

#### Animal welfare

If the Supplier uses materials of animal origin such as feathers, wool, hides or similar, he shall take all necessary measures to ensure the protection and welfare of animals, aimed at a constant and progressive improvement of their mental and physical needs.

#### Sustainable packaging

The Supplier will take the necessary measures to minimize the environmental impact of packaging.

Suppliers will consistently apply eco-design principles such as, for example, removing unnecessary packaging, choosing recycled materials whenever possible, reducing the quantity of materials - especially if from non-renewable sources - and encouraging the reuse or recycling of packaging.



## **TRANSPARENCY OF SUPPLIERS**

### Traceability and data management

The supplier will actively involve its supply chain in order to increase transparency and traceability.

The Supplier will trace the origin of its goods, keep basic documents and report and manage information according to the agreed database.

The Supplier will provide Ferrino & C SpA with sample lots and traceability records and information, when requested.

### Management systems

The supplier will ensure that the three fundamental principles of conduct mentioned in this document: Human Rights and Social Practices, Environmental Protection and Sustainability, and Supplier Transparency, are managed throughout its supply chain, adopting a due diligence approach.

## **EXCLUSIVITY, CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

The Supplier undertakes not to disclose and to treat as confidential all technical information, drawings, models, prototypes, formulas, market knowledge received by Ferrino, even after termination of the contract.

Ferrino retains industrial property rights on drawings, technical prescriptions, and any other proprietary information communicated to the Supplier on the occasion of or for the purpose of executing purchase orders.

The Supplier undertakes to use all information and notions received for the manufacture and supply of products intended exclusively for Ferrino and for no other party.

The Supplier will also refrain from any act, including the filing of patents for inventions or models, that may result in the disclosure of Ferrino's know-how.

## **5. UPDATE OF THE CODE**

This Code of Conduct for Suppliers is subject to periodic review when national and international regulations, referred to as best practices, are subject to change or jurisprudential interpretation, or when the need arises to reflect the lessons learnt from the process of constant improvement.

The current version of the Code is also available on our website [www.ferrino.it](http://www.ferrino.it).



## 6. SUPPLIER DECLARATION

FERRINO & C SpA is committed to fostering lasting relations with its Suppliers in order to continue strengthening the partnership in favor of a fair, sustainable and transparent supply chain.

Given these assumptions, the Supplier:

- agrees and accepts to abide by the above rules of engagement, which are an essential prerequisite for the existing business relationship with the company;
- agrees to implement the due diligence process, which may include self-certification, online assessments, risk and impact assessments, data collection, internal or third party audits, as well as the provision of certifications, accreditations and/or documents demonstrating compliance with the Code of Business Conduct and this Code;
- accepts that the company or an appointed third party may carry out announced/unannounced audits/inspections in accordance with the commitments, agreements or contracts entered into with the company;
- shall transmit this Code of Conduct to its suppliers by implementing a due diligence process throughout the supply chain involved in the provision of goods and/or services to the company.

*San Mauro Torinese, 1 April 2025*