



- RBM Group Supplier Code of Conduct

A. Introduction

This **Code of Conduct for Suppliers of the RBM Group**¹ sets out the basic principles to be followed by suppliers of goods and services of the RBM Group with regard to their responsibilities towards their stakeholders and the environment, throughout the supply chain.

This Supplier Code of Conduct describes our expectations of each of our suppliers of products and services, aligning it with the **expectations** we have set for our own employees, collaborators and company representatives.

This Supplier Code of Conduct forms an integral part of RBM Group purchasing contracts and is a prerequisite for all future collaborations; it is the responsibility of the Supplier to ensure that its directors, officers, employees, representatives and business partners **understand and abide by the principles** set out in this Code.

The principles of this Code apply to the entire supply chain, including subcontractors and sub-suppliers; they also apply to permanent, fixed-term and temporary workers, as well as to young apprentices, trainees, part-time and night workers.

¹ A group of Italian and foreign companies in which RBM S.p.A. is the legal parent company.

B. General Principles

- This section highlights the **set of values, principles and rules of conduct** that must underpin profitable business relations with the RBM Group. This section does not intend to exhaustively describe the specific conduct to be adopted in every situation that may occur but, rather, aims to formulate a set of principles and general guidelines that the RBM Group undertakes to comply with in relation to its contractual partners.
In turn, the RBM Group requires its contractual partners to **align themselves with the principles listed below and to ensure compliance with them** at all levels of the respective supply chain.

B.

B.1. COMPLIANCE WITH APPLICABLE LAWS

Compliance with all laws and regulations applicable to the contractual relationship with the RBM Group is a fundamental principle that each Supplier must observe. Violation of the law is not permitted for any reason whatsoever.

B.2. TRANSPARENCY AND IMPARTIALITY

Contractual partners are selected by means of clear, transparent, certain and non-discriminatory procedures, using exclusively objective, documentable and transparent criteria. The RBM Group is committed to ensuring that all suppliers and potential suppliers have timely access to the information necessary for the definition of the goods and services to be offered as well as to any changes or additions to the supply specifications.

B.3. PREVENTION OF CONFLICT OF INTEREST

The relations that the RBM Group has with its contractual partners are governed by objective criteria; under no circumstances may the relations and personal interests of an employee influence the award of a contract or an order. No collaborator may, directly or indirectly, obtain any personal advantage from the awarding of a supply contract; for this reason, any form of benefit or gift received or offered that may be intended to influence the independence of judgement and conduct of the parties involved is refused.

B.

B.4. PUBLIC TENDERS

RBM Group shall operate in full transparency, honesty and fairness in all negotiations and contacts entertained with public/government bodies. The RBM Group observes all applicable laws and regulations on public tenders.

B.5. FAIR COMPETITION

The RBM Group promotes fair competition among its suppliers, which must be intended both to select the best suppliers for the Group and to improve the quality of the goods and services acquired, on satisfactory contractual terms. Furthermore, the Group adheres to a principle of sustainability in its relations with suppliers, and therefore maintains balanced behaviour, avoiding abusing any dominant positions or economic dependence of contractual partners.

Deceptive or unfair market practices, misrepresentation of products and/or services, denigration of products and/or services of competitors are not permissible under any circumstances.

B.6. CONFIDENTIALITY

The RBM Group ensures the confidentiality of information in its possession obtained from its business partners, taking appropriate measures to protect sensitive data. Employees and collaborators of RBM are required not to use confidential information obtained from their suppliers for purposes unrelated to the performance of their duties.

C. Protection of workers

- Suppliers shall therefore **operate according to the principles outlined** in this document, first and foremost strictly complying with all applicable national and international laws and regulations, including the International Labour Organisation (ILO) Core Convention, the United Nations Universal Declaration of Human Rights and the rules and standards of their respective sectors of activity.

C.

Suppliers undertake to respect and defend the human rights of their workers and to treat them with dignity and respect, pledging to:

C.1. PROHIBITION OF FORCED OR UNDECLARED LABOUR

Not use or tolerate any forced labour (where forced labour is defined as any work or service obtained by a person under threat of any penalty and for which that person has not volunteered) or undeclared work.

C.2. PROHIBITION OF CHILD LABOUR

Not use or tolerate child labour (the term 'child' refers to any person who is below the minimum age for employment under the law applicable in the place where the work is performed or still subject to compulsory schooling).

C.3. NON-DISCRIMINATION

Not implement or tolerate any form of discrimination based on nationality, gender, race or ethnic origin, religion, political opinion, age, sexual orientation, disability or health status, whether in recruitment and remuneration policies, access to training, career paths, dismissal or retirement of staff.

C.

C.4. HARSH OR INHUMAN TREATMENT

Not tolerate any harsh or inhuman treatment of employees such as psychological harassment, sexual harassment, corporal punishment, physical or mental coercion or verbal abuse.

C.5. FREEDOM OF ASSOCIATION

Recognise, as far as legally possible, the right of free association of employees, and not to support, nor discriminate against, members of employee association organisations or trade unions.

C.6. REMUNERATION AND WORKING HOURS

Comply with all applicable regulations on wages, working hours and statutory benefits; the terms and conditions of remuneration must be communicated to workers in a clear and timely manner. Comply with applicable laws and applicable industry standards on working hours and public holidays.

D. Quality, Health, Safety, Environment

D.1. QUALITY

The supplier's products and services must be **designed, manufactured, delivered and supplied** with the safety and health of its employees and each user, including the end consumer, in mind at all times.

The supplier is required to have quality control processes in place to detect, promptly notify and correct any defects in order to ensure that the **products and services supplied meet or exceed contractual, legal and regulatory quality requirements.**

All necessary control and testing operations must be carried out and completed correctly by qualified and authorised personnel.

Any certification provided must be accurate and complete with all necessary information. At the request of the RBM Group, the Supplier shall provide the address(es) of the production site(s) and grant access to the same to the auditors appointed by the RBM Group and the Certification Bodies in order to carry out surveillance audits of the manufacturing process and quality control in accordance with ISO 9001 and in order to obtain product certifications.

D.

D.2. HEALTH AND SAFETY

The Supplier shall fully comply with all applicable health and safety laws, rules and regulations by actively working to ensure a safe and healthy working environment for employees and visitors.

The Supplier shall establish a sound health and safety protection system to ensure safety in the workplace, prevent accidents or dangers to anyone on the company's premises or facilities, and investigate all reported incidents.

This means, among other things:

- a)** following all safety guidelines, policies and laws, including local rules and regulations concerning the maximum number of working hours per day and week, plus holidays, in line with applicable International Labour Organisation (ILO) principles;
- b)** taking care of each other and helping others to work safely;
- c)** prohibiting drugs, alcohol, weapons or violence in the workplace;
- d)** complying with all physical safety procedures, including access to facilities and the use of employee identification cards;
- e)** promptly reporting accidents, hazards, impending risks and near misses so that they can be investigated, addressed and prevented in the future.

D.

D.3. ENVIRONMENT

The Supplier shall:

- a)** fully comply with all applicable environmental laws, rules and regulations;
- b)** strive to optimise the use of natural resources, reduce energy consumption and emissions harmful to the environment;
- c)** design, use and/or suggest products and processes that take into consideration the impacts on the environment;
- d)** manage the treatment and disposal of waste in an appropriate manner, in accordance with the regulations in force;
- e)** avoid the use of prohibited substances and properly manage potentially hazardous substances (as defined in the standards applicable to them);
- f)** adopt optimised logistics procedures that minimise impacts on the environment.

E. E. Verifications, reporting violations

E.1. VERIFICATIONS

Compliance with the requirements for Suppliers **will be ensured through appropriate monitoring procedures** that must also take into account the risk profiles of the different categories of suppliers.

The Suppliers make themselves available to allow the RBM Group to carry out on-site audits, if required, in order to ascertain the actual fulfilment of regulatory requirements.

In the event of **non-compliance** with the above-mentioned principles, the RBM Group will first seek a solution with the contractual partner through dialogue. If an agreement is not found or in the event of serious non-compliance, the RBM Group will put in place appropriate sanction mechanisms that may go as far as withdrawal from the supply relationship.

E.

E.2. REPORTING VIOLATIONS

Suppliers are obliged to report to the RBM Group **any violations** of this Code or the Code of Ethics by employees of the RBM Group or its own employees.

RBM Group has activated, in compliance with the whistleblowing regulation, an **internal reporting channel** that, through a specific platform, makes it possible to electronically send reports in written form and guarantees the confidentiality of the identity of the reporting person, of the persons involved in the report, and of the related documentation. The reporting tool, as well as the organisation act and the privacy policy, can be downloaded from the appropriate area (**Risk - Governance and Compliance**) of the corporate website.

All reports can be **submitted in confidence** and will be subjected to thorough investigation, resulting in the adoption of appropriate measures, where appropriate.

All documentation and the identity of the whistleblower will be kept **confidential**, to the extent permitted by law, and no form of retaliation against the whistleblower and/or refusal to carry out or action in breach of this Code will be tolerated.

F. Supplier's Commitment

The RBM Group requires that all Suppliers which receive the above Code of Conduct for Suppliers return this "**Commitment Form**" signed by their legal representative.

By signing this form, the Supplier acknowledges having read and accepted all of the above principles, terms and conditions with regard to the products and/or services to be supplied and/or provided to the RBM Group.

COMMITMENT FORM

Company name

Address

Name of signatory

Role of the signatory

E-mail address of signatory

Date _____

Signature _____



RBM S.p.A

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