

# **SUPPLIERS' CODE OF CONDUCT**

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## 1. DEFINITIONS

In the context of the Suppliers' Code of Conduct, the following terms have the meanings set out below:

- “Contract” means an agreement entered into by the Parties on the basis of the General Terms and Conditions and relevant purchase orders issued by Company to Supplier, for purchase by Company of goods and/or services from Supplier, provided that the General Terms and Conditions and purchase orders set out the entire agreement between the Parties in respect of the subject matter in question: OR, the agreement entered into by the Parties on the basis of the specific terms and conditions agreed for the supply of certain goods and/or services to Company, as the case may be.
- “Subsidiary” means any legal person/entity which is directly or indirectly controlled, controlling or under common control by either Party: such control being exercised through direct or indirect ownership of 50% or more of the share capital or voting rights of that legal person or entity.
- “Company” means the Italian Exhibition Group SpA Company, with registered office in Rimini, at Via Emilia 155, tax code and VAT number 0013944048, and/or its Subsidiary(ies) indicated in the purchase order, which issues a purchase order to purchase goods or obtain services from Supplier.
- “Confidential Information” means any confidential information, commercial or otherwise, relating to a Party, its materials, products, procedures, services, or activities, provided, in whatever form, by and/or on behalf of a Party to the other Party.
- “Representatives” means any Company employees or legal representatives.
- “General Terms and Conditions” means Company's general purchasing conditions, which govern the terms and conditions for the purchase of goods and/or the provision of services from any supplier in fulfilment of purchase orders issued by Company from time to time, available online for free consultation on the website [www.iegexpo.it](http://www.iegexpo.it).
- “Goods” means any tangible or intangible goods sold by Supplier to Company.
- “Party” means Company or Supplier taken individually, as the case may be.
- “Parties” means Company and Supplier taken together.
- “Purchase orders” means orders for the purchase of goods or the provision of services made by Company to Supplier.
- “CCS” means this Code of Conduct for Suppliers.
- “Services” means work and/or intellectual services and/or consultancy services performed by Supplier for Company.
- “Supplier” means a natural or legal person who provides goods and/or services to Company under the Contract.

## 2. PURPOSE AND OBJECT

- 2.1. Company firmly believes that sustainable procurement is an effective means of promoting responsible values and practices throughout the value chain. By working to build strong and lasting relationships and partnerships with its suppliers, Company aims to promote responsible behaviour throughout its supply chain.

- 2.2. This CCS sets out the minimum standards relating to Company's sustainability standards and requirements to be observed by all Suppliers throughout the business relationship between the Parties.
- 2.3. Supplier undertakes to comply with the provisions of the CCS, as amended from time to time, in compliance with its obligations under the Contract and in its dealings with Company. It is understood that if Supplier has adopted its own code of conduct (or similar document) which provides for, in whole or in part, stricter rules than those of this CCS, the latter shall be entitled to abide by its own stricter rules, provided that compliance with the provisions of this CCS is ensured in all cases.
- 2.4. This CCS forms an integral and essential part of all agreements between the Parties.
- 2.5. This CCS is available for consultation at <https://ieg-procurement.bravosolution.com>

### **3. MANAGEMENT SYSTEMS**

- 3.1. Supplier shall ensure that adequate and effective management systems are in place to comply with this CCS and applicable laws and regulations. The operation and quality of the management system shall be proportionate to the size, complexity, and risk environment of Supplier's business.
- 3.2. The minimum requirements are as follows:
- a) Supplier shall adopt a structured approach to assessing, mitigating and managing risks related to human and labour rights, occupational health and safety, responsible business and environmental impact (hereinafter "matters relating to the Code of Conduct").
  - b) Supplier shall take improvement actions related to the issues of the Code of Conduct and identify actions aimed at achieving these objectives in order to ensure improved performance. In the event of non-compliance with the standards set out in the CCS, Supplier undertakes to take all necessary measures to ensure compliance.
  - c) Supplier shall comply with all laws, regulations and contractual provisions affecting its assignments, and promptly communicate them to employees and business partners through appropriate training.
  - d) Supplier shall adopt systems to allow the reporting of claims relating to issues concerning the Code of Conduct.

### **4. HUMAN AND LABOUR RIGHTS**

#### **4.1. Human rights**

Supplier undertakes to:

- a) Respect human rights and not be complicit in human rights violations
- b) Map its impact on human rights
- c) Have the appropriate means to address any human rights violations.

#### 4.2. Fundamental workers' rights

Supplier undertakes to:

- a) Not employ persons under the age of 18, or the minimum age according to national law, if older (in line with the ILO Convention 138 on Child Labour)
- b) Make sure that employing people above the minimum legal age but under the age of 18 does not endanger the education, health, safety, or morals of people
- c) Recognise the rights of employees to organise, be members of a trade union and negotiate 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

Supplier undertakes to:

- a) Pay employees minimum wages and overtime in compliance with national laws or collective agreements
- b) Apply working time in compliance with the law and applicable collective agreements
- c) Give all employees at least one day off for every seven consecutive days of work unless otherwise provided for by applicable laws

### 5. HEALTH AND SAFETY AT WORK

Supplier undertakes to:

- a) Meet all applicable legal requirements for occupational health and safety (OHS)
- b) Have its own written TU (consolidation act/single text) policy demonstrating its commitment to TU, and appoint TU officers within its organisation
- c) Make sure those officers have operational control, such as over rules and procedures, and to inform all employees of them
- d) Have emergency management procedures in place
- e) Raise awareness of TU issues, enhancing the culture of safety through open communication and ensuring that all staff have received appropriate TU training
- f) Measure and monitor performance and any TU-related hazards through workplace inspections and audits
- g) Report and investigate incidents related to workplace health and safety

### 6. ENVIRONMENTAL IMPACT

Supplier undertakes to:

- a) Meet all environmental requirements in compliance with applicable laws, regulations and permits
- b) Appoint environmental officers within their organisation
- c) Ensure that its employees have adequate environmental knowledge and experience, as well as resources to fulfil their environmental responsibilities
- d) Ensure the dissemination to all employees of written instructions and relevant information concerning

- processes with a potential environmental impact (e.g., storage and handling of hazardous materials)
- e) Work to prevent possible environmental emergencies and ensure preparedness to respond appropriately in such an eventuality by analysing, identifying and taking preventive and corrective measures
  - f) Systematically manage environmental violations or issues and communicate information to employees and external stakeholders, including Company if involved Provide Company with up-to-date material safety data sheets (technical data sheets or safety data sheets) and all relevant documents and information requested by Company

## **7. RESPONSIBLE BUSINESS**

Supplier undertakes to:

- a) Do business in full compliance with applicable antitrust and fair competition law
- b) Prevent any conflicts of interest between the Parties
- c) Not accept or offer bribes, facilitation payments or anything of value for the purpose of obtaining or doing business or any undue benefit or advantage, while generally complying with existing anti-corruption legislation
- d) Comply with all rules and regulations, including those laid down by Company, relating to the safety and quality of products and services
- e) Transparently and accurately record and disclose details of its business operations, organizational structure, economic situation and performance in compliance with applicable laws and regulations. This may include the following:
  - Representatives shall pay their own travel and accommodation expenses during visits to Supplier, conferences, inspection of plant and/or machinery, etc.
  - Representatives shall not be given gifts, gratuities or sums of money that could be considered inappropriate or inconvenient in relation to potential business transactions.

## **8. REPORTS**

- 8.1. Company's Purchasing Department is available to provide assistance with regard to the interpretation and implementation of this CCS so that Supplier and all its employees can confidentially report any issues/doubts/concerns to:

Italian Exhibition Group SpA  
Via Emilia Rimini 155,  
Purchasing Office  
Email: [piattaforma.fornitori@iegexpo.it](mailto:piattaforma.fornitori@iegexpo.it)

- 8.2. Supplier undertakes, in particular, to promptly report to 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 with the CCS.

## **9. AUDIT**

- 9.1. Supplier agrees to grant permission to the Representatives, or any third party authorised by Company and deemed reasonably acceptable by Supplier, to audit the latter's operations that are relevant to this CCS (in the presence of Supplier), including, but not limited to, Supplier's facilities and the analysis of records and logs ("Audit").
- 9.2. Company reserves the right to carry out an Audit prior to the signing of a Contract and/or throughout the duration of the relevant Contract as it sees fit.
- 9.3. Supplier undertakes to communicate, at Company's request, the information and data requested for the Audit, unless this constitutes a breach of its legal obligations on the dissemination of information. At the request of Supplier, the Parties shall sign a confidentiality agreement relating to all Confidential Information communicated in connection with the Audit.

## **10. CCS IMPLEMENTATION AND CONSEQUENCES OF VIOLATIONS**

- 10.1. In general, if Company becomes aware that Supplier is not complying with the requirements and standards set out in this CCS, Company may offer guidance on the measures to be adopted. Supplier undertakes to promptly take the necessary measures as directed by Company.
- 10.2. However, it should also be understood that in the event of a breach of the provisions of the CCS, Company reserves the right to cancel existing Purchase Orders, suspend future Purchase Orders or terminate the Contract immediately.

## **11. SUBCONTRACTORS**

If Supplier engages subcontractors (if and when duly authorised by Company), Supplier shall remain jointly and severally liable towards Company for the proper performance of the activities entrusted to them and for compliance with the provisions of the CCS, the provisions of which shall be referred to in the relevant contract to be concluded by Supplier and subcontractor.