

Suppliers Code of Conduct

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1. OUR MISSION

Sacet is a company founded in 1985 in the town of Belluno, specialized in the production of probes for environmental measurements, products that find wide application in the most diverse fields.

Driven by the market and competitors to constantly find new technological solutions, throughout its history Sacet has faced and overcome challenges with an uncommon determination and resilience that have led it to be today an exemplary Made in Italy company, where quality, innovation and sustainability are the true protagonists.

Over thirty years of experience and innovation have enabled us to acquire prestigious references who appreciate the quality of our products and our all-round technological solutions, leading the company to become a global benchmark in the production of probes.

Ours is a dynamic company that is constantly evolving. Our success is the result of our passion for our work and the desire to put the customer at the centre.

Sacet is not just a company but, first and foremost, a combination of people and skills. It is the inspired fusion of engineering and manufacturing know-how with careful management to support process efficiency, inspired by the fundamentals of the Kaizen philosophy. The vision is centred on continuous improvement, both on the technical and design side and on the versatility of production.

The values we believe in can only be fully respected if they are shared with all our partners and pursued in all our daily activities.

This is a shared objective of which Sacet wishes to make its suppliers fully aware, asking them to sign and accept this Supplier Code of Conduct and to act in accordance with its provisions.

The principles and provisions of the Supplier Code of Conduct are the guidelines to which we adhere, and we ask all our suppliers and their employees, and other parties working on their behalf, to adhere to them when working with us.

2. COMPLIANCE WITH LEGAL REQUIREMENTS

The Supplier shall comply with applicable local, national and international laws and regulations related to, but not limited to, human rights, health and safety, work practice, respect for the environment and animals, anti-corruption and socio-economic compliance, safety and quality of goods and services, and to comply with the principles and requirements set forth in this Code. Where the provisions of the Code differ from applicable laws and regulations, Suppliers are expected to adhere to the highest and most stringent standards between the two sources in order to pursue compliance with the requirements and principles contained in this Code.

Such cases must be communicated transparently to Sacet, as indicated in the Acknowledgement and Signature Form of the Supplier Code of Conduct (**Section 6, Appendix I of the Code**).

3. SOCIAL RESPONSIBILITY

The Supplier undertakes to ensure that all internationally proclaimed human rights are respected and to avoid causing human rights violations.

3.1 Prohibition of forced labour

The Supplier shall not use or permit any form of forced, bonded or forced labour. All labour shall be voluntary and all workers shall be free to leave employment at any time. The Supplier shall not apply unreasonable restrictions on the freedom of movement, entry and exit of workers within the facility. As part of the recruitment process, the Supplier shall provide each worker with an employment contract containing a description of the terms and conditions of employment, drafted in a language known to the worker.

In the case of international redeployment, the written contract must be provided before the worker leaves his or her country of origin.

3.2 Prohibition of child labour

The Supplier does not use child labour. The term "child labour" refers to any person under the age of 15, the limit set for the completion of compulsory education and/or the minimum age for employment in their country, whichever is greater. Workers under the age of 18 shall not perform work that could compromise their safety and/or security, including night shifts and overtime. The Supplier may make use of legitimate apprenticeship programmes, properly managed, such as student internships.

3.3 Salaries

The Supplier must adhere to the remuneration and benefits imposed by law, must comply with the regulations in force concerning deductions from wages, and must inform the workers of the remuneration model applied by means of a pay slip or similar documentation.

3.4 Working hours, diversity and inclusion, no discrimination.

With the exception of unusual and/or emergency situations, for hourly paid workers, working weeks must not exceed 60 hours (including overtime) or the maximum limit set by local law, whichever is lower. Workers must have at least one day off every seven days.

The Supplier does not engage in any form of discrimination in selection, recruitment or employment practices on the basis of race, colour, age, gender, sexual identity, sexual orientation and expression, marital status, ethnicity, national origin, caste, disability, genetic status, health status, pregnancy, religion, political affiliation, trade union membership, veteran status or body art. Workers' religious practices are reasonably accommodated. The Supplier demonstrates a commitment to identifying, evaluating and improving a culture of diversity and inclusion in every aspect of workplace management.

Workers are allowed to organise themselves into free associations and join collective bargaining, and to be represented according to local laws. The supplier shall allow workers to openly communicate and present their grievances to management regarding working conditions without fear of retaliation or harassment.

3.5 Health and safety

The Supplier complies with all applicable health and safety laws and regulations; identifies, assesses and controls workers' exposure to health and safety hazards, including chemical, biological agents, ergonomic and physical stress factors, through proper design, engineering controls, maintenance, occupational safety procedures and ongoing health and safety training.

Where these means are not sufficient to adequately manage risks, the Supplier shall protect workers with appropriate personal protective equipment and instruct them in the risks and how to avoid them. The Supplier shall implement procedures for the prevention, management, monitoring and reporting of occupational injuries and illnesses, including measures to encourage personnel to report, classify and record cases.

4. ENVIRONMENTAL ETHICS

The supplier minimises side effects on the community, the environment and natural resources by adopting the following criteria:

4.1 Compliance with environmental standards

The Supplier undertakes:

- to adhere to and comply with existing environmental regulations and requirements, such as obtaining and maintaining environmental permits and approvals for the performance of regulated activities;
- implement initiatives aimed at improving its environmental performance (such as, for example, programmes to reduce energy consumption and GHG emissions, waste, water consumption, reuse and recycling).

4.2 Environmental impact of hazardous substances

The Supplier undertakes to:

- adequately manage, measure and control all activities that are potentially harmful to human health or the environment to prevent the release of any substance into the environment. The Supplier shall equip itself with tools for the prevention and reduction of any accidental spills and leaks into the environment. In particular, the Supplier who uses hazardous substances is required to adopt safety programmes to manage and maintain all production processes and therefore appropriate measures for the management, storage and transport of hazardous substances in compliance with applicable safety standards and legal requirements, as well as to deal with their potential impact during all stages of the production process;
- make available - at Sacet's request - the safety data sheets of any hazardous substances used.

4.3 Conflict minerals

The Supplier undertakes to:

- to use in the context of activities in favour of Sacet only minerals with *conflict-free* origin. Sacet reserves the right to request declarations from Suppliers verifying that the metals supplied come from conflict-free sources and listing the sources of the metals for traceability (e.g. through the CMRT Report - *Conflict Minerals Reporting Template*);
- apply reasonable *due diligence* to ensure compliance throughout the supply chain when dealing with suppliers of components that may contain one or more of the so-called 3TGs (i.e. tin, tantalum, tungsten and gold);
- make reasonable efforts to report the status of so-called '*conflict minerals*' and management policy in this regard;
- forward these requirements up the supply chain in order to determine the origin of the specified minerals. Where a source is declared as coming from the *Conflict region*, Sacet may ask those suppliers concerned to change their source of supply.

4.4 Waste Management

The Supplier undertakes to:

- Minimising waste generation through practices such as re-use, recycling of materials and promotion of the circular economy as well as responsible management of waste generated;
- identify, label and manage chemicals, wastes and other materials hazardous to humans or the environment to ensure their safe handling, handling, storage, use, recycling or reuse and disposal;
- actively participate in training, communication and development initiatives on opportunities to improve environmental performance initiated by Sacet.

4.5 Resource efficiency and climate protection

The Supplier undertakes to:

- responsibly use the resources necessary for its production cycle through production processes that aim to reduce the waste of natural resources (with particular attention to the conservation of energy and water resources) and that promote their recycling and reuse as well as local sourcing whenever possible;
- minimise its greenhouse gas emissions by monitoring and reducing energy consumption and sourcing energy from renewable sources.

4.6 Biodiversity

The Supplier undertakes to:

- contribute positively to sustaining ecosystems, through the protection of biodiversity, especially with regard to land protection, reforestation and land use management.

4.7 Respect for local communities

The Supplier undertakes to:

- adequately monitor, control and address the impacts of its activities on the territory in which it operates (e.g. impacts related to health and safety and respect for community rights, etc.).

5. ETHICAL BUSINESS BEHAVIOUR

5.1 Safety and conformity of products and services, compliance with legal, technical and quality requirements

The Supplier undertakes to:

- comply, in terms of quality and safety, with national, EU and international laws and standards;
- adopt and implement a quality management system in accordance with the international standard ISO 9001:2015 (or similar);
- meet the technological, technical and production quality and safety standards required by Sacet, verifying and supervising compliance with them also by its suppliers;
- in the case of the supply of goods, to carefully select the raw materials, components, semi-finished products and, on request, to guarantee the traceability of the products supplied, making available all the information concerning the origin of the raw materials, the supply process, and also the manufacturing processes of the product, necessary to guarantee the transparency of the value chain. Sacet reserves the right to request information from Suppliers regarding their own suppliers and subcontractors (such as, for example, indication of the location of all plants, origin of key raw materials used - non-preferential origin of the good) to ensure maximum traceability.

5.2 Conflict of interest

The Supplier undertakes to:

- avoid any behaviour that may generate conflicts of interest;
- promptly notify Sacet of the presence of any conflict of interest, even potential, as early as the negotiation stage.

5.3 Confidentiality, integrity and privacy

The Supplier undertakes to:

- recognise and respect Sacet's intellectual property rights, such as, by way of example, trade names, trademarks, patents, know-how, etc., reporting any infringement, even if only potential;
- not disclose any information to third parties unless explicitly authorized by Sacet or the competent authorities;
- to act in accordance with applicable data protection laws;
- to use the data collected only for legitimate, defined and appropriate purposes in the conduct of its business according to the *need-to-know* principle;
- prepare and apply appropriate organizational and technical measures to ensure the confidentiality, integrity and availability of shared information systems, information and data;
- to promptly report any incidents or cyber attacks suffered that result in the loss of confidentiality, integrity or privacy of any information, including any intellectual property, and to initiate all appropriate procedures to resolve the event.

5.4 Fighting corruption

The Supplier undertakes to:

- to operate in full respect of legality and ethical principles;
- not to give, offer or promise direct or indirect payment in monetary or any other form in an attempt to obtain or retain work or for any other benefit, thereby obtaining an improper advantage over other potential Suppliers;
- not to give, offer or receive improper payments or other benefits, or encourage or enable others to do so, in order to obtain or retain an advantage, even where such practices are considered customary in a given context;

- provide its employees with suitable means and tools to report any suspected irregularities, activities or potentially unlawful and/or illegal conduct in the workplace. The report must be considered strictly confidential and treated as such by the Supplier, which also undertakes to protect the reporting party from any form of retaliation.

5.5 Economic responsibility

The Supplier undertakes to:

- comply with all applicable national, EU and international laws on accounting, taxation and transparency;
- refrain from any form of tax evasion, tax avoidance, money laundering or other economic and financial offences;
- provide, in the course of business relations with Sacet, correct, true and complete accounting information.

6. APPENDIX I:

Supplier's acknowledgement and consent

The undersigned Company, with registered office in, PlaceP. VAT no., in the context of its relationship with Sacet declares that it

- having taken note of the contents of the Sacet Supplier Code of Conduct and to share them;
- having acknowledged that what is required by the Sacet Suppliers' Code of Conduct does not replace but supplements the requirements and provisions of the law, as well as what is contained in the contractual commitments entered into with Sacet;
- undertake to comply, also on behalf of the shareholders, directors, employees and collaborators of the Company involved in relations with Sacet, with the Supplier Code of Conduct according to an approach geared towards continuous improvement;
- undertake to promote the contents and principles of the Supplier Code of Conduct to its supply chain used in the service of Sacet;
- that the person who will be given the responsibility and authority to ensure and communicate on the implementation of the provisions of the Supplier Code of Conduct is

The Company that avails itself of the collaboration of subcontractors is obliged to guarantee, verify and demonstrate the compliance of its subcontractors with the principles and duties established in this Supplier Code of Conduct, it being understood that, in any case, it shall be liable for any omissions or violations of the Code of Conduct by each of its subcontractors.

This declaration must be signed by the legal representative of the Company or by a person with appropriate powers, either digitally or in holographic form.

Date

Company Name,

Name and Surname of the legal representative or Company Delegate.....

Mail contact.....

Signature of Legal Representative or Company Delegate.....