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00	13/01/23	M. Turra	L. Zanferrari	First Emission
01	27/03/23	M. Turra	L. Zanferrari	Add some notes for environmental requirements

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2 Object

SCATTOLINI Group recognizes the shared values it has with its customers, shareholders, employees, suppliers and the parties with whom it has business relationships. We are committed to the highest standards of integrity and ethical behaviors. We require third parties we do business with to achieve similarly high standards. This Supplier Code of Conduct sets out the general requirements applicable to any Supplier provides goods or services to SCATTOLINI. Suppliers will endeavor to establish and maintain management systems designed to ensure compliance with applicable laws, regulations and customer requirements that are related to the Supplier's operations and products, conformance with this Code of Conduct, and the identification of operational risks related to this Code. Additionally, Suppliers will commit to a policy of continuous improvement in their respective business activities.

The principles outlined in this Code, the SCATTOLINI Code of Conduct and Ethics, the Human Rights and Working Conditions Policy, the Environment, Health and Safety Policy and other policies reflect the fundamental principles values of fairness and integrity articulated in international, national and local conventions, in particular the International Labour Organisation (ILO) Conventions, the International Charter of Human Rights and the UN Guiding Principles on Business and Human Rights (2011). In addition, we align with Automotive Industry Guiding Principles to Enhance Sustainability Performance in the Supply Chain.


When national law is in direct conflict with international human rights standards or does not fully comply with them, SCATTOLINI expects its Suppliers to respect internationally recognized human rights, such as those embodied in the conventions mentioned above.

Consistent with these commitments, SCATTOLINI requires its Suppliers to recognize and comply with this Supplier Code of Conduct.

The provisions of this Code are in addition to and do not replace the provisions of any legal agreement or contract between a Supplier and SCATTOLINI. We expect suppliers to maintain their supply chain, including subcontractors and third-party labor agencies, to the same standards as contained in this Code. This Code does not create any rights or benefits to third party beneficiaries for Suppliers, subcontractors, their employees or any other party.

SCATTOLINI's suppliers are advised that they may be subject to verification and audit by SCATTOLINI, its customers or other parties on behalf of SCATTOLINI to verify compliance with the following provisions. Non-compliance or false declaration of conformity by a Supplier may result in penalties, including, but not limited to, termination of their agreements with SCATTOLINI for default.

SCATTOLINI reserves the right to update, alter or modify the requirements of its Supplier Code of Conduct and Suppliers shall accept such changes and act accordingly. Nothing contained in any document issued by the Suppliers may modify or amend any part of this Code.

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3 Compliance with customer laws and requirements

Suppliers are required to maintain a process to identify, monitor and understand the applicable laws and regulations that apply to their respective businesses, as well as SCATTOLINI's specific requirements.

Suppliers' business activities must comply with the laws and regulations of the jurisdictions in which they operate, transport and distribute their products. This provision applies to activities in the places where the Suppliers' goods are produced, where any related services are provided and where the goods or services enter the supply chain.

Suppliers, their employees and any subcontractors will not violate any law, nor will they direct others to violate any law, on behalf of SCATTOLINI. In addition, Suppliers' use of temporary, shipping labor will be outsourced within the limits of local law and applicable international laws, as described in this policy.

4 Human rights and labour


No forced labor. No form of forced labor, including debt servitude, contract work or involuntary imprisonment, or any involvement in human trafficking, will be tolerated. The above includes the transportation, reception, recruitment, transfer or reception of persons by threat, force, coercion, kidnapping or fraud for work or services. There must be no unreasonable restrictions on the free movement of workers in the structure as well as unreasonable restrictions on entry or exit from the facilities provided by the company.

Child labor. Suppliers will not hire children under the minimum age for employment according to applicable regional law and, in any case, will not hire persons under the age of 15. Suppliers will have to ensure that persons under the age of 18 do not perform any offshore work or engage in any dangerous work that may put their health or safety at risk, including night shifts and overtime. "Child labour" means any work carried out by a child or young person, unless it is considered acceptable under the ILO Convention on Minimum Age of 1973 (C138). Suppliers must ensure the proper management of student workers through effective retention of student records, rigorous due diligence of educational partners, and protection of student rights in accordance with applicable law and regulations. Suppliers must provide adequate support and training to all student workers. Except as otherwise permitted by local laws, authorities or regulations, the salary for working students, interns and apprentices must be at least the same salary as other beginner workers performing the same or similar tasks.

Hiring process. As part of the hiring process, workers must be provided with a description of the terms of their employment in the language in which the candidate speaks fluently. In the case of migrant workers, this must be provided before the worker leaves his country of origin.

Voluntary work. All work must be voluntary and workers must be free to leave work at any time or to terminate their employment relationship. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny employees access to their identity or immigration documents, such as government-issued identity documents, passports or work permits, unless such property is required by law. Workers are not required to pay employers' or agents' hiring fees or other related fees for their employment. If it turns out that such taxes have been paid by workers, those taxes must be refunded to the worker.

Working hours. Working hours, breaks, holidays and periods of leave will be established in compliance with local laws and agreements and, in any case, the working week must not exceed 60

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hours per week, including overtime, except in emergency or unusual situations. Workers are allowed at least one day off every seven days.

Compensation and benefits. The wages paid to workers must comply with all applicable wage laws, including those relating to the minimum wage, overtime and statutory benefits. They are not allowed to be withheld from remuneration on a disciplinary basis. For each pay period, workers must be provided with a timely and comprehensible salary statement that includes sufficient information to verify accurate pay for the work done. All use of temporary labor, shipping will be outsourced within the limits of local law. Imported and migrant workers must be guaranteed equal wages, benefits and working conditions.

Non-discrimination. Suppliers will ensure equal employment opportunities without discrimination or harassment on the basis of sex, race, age, color, disability, ethnic or national origin, sexual orientation, religion, social or marital status, or other status protected by applicable law.

Diversity, Equity, and Inclusion. Supplierw will ensure to all the employees regarding Diversity, Equity, and Inclusion.


Rights of Minorities and Indigenous Peoples. Suppliers will ensure equal rights for employees from Minorities and indigenous peoples.

Humane treatment. There will be no harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or abuse of workers; nor should there be a threat of such treatment.

Freedom of association and collective bargaining. In accordance with local law, Suppliers must respect the right of all workers to form and join unions of their choice, to bargain collectively and engage in peaceful meetings, as well as to respect the right of workers to refrain from such activities. Workers and/or their representatives must be able to communicate openly and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisals, intimidation or harassment.

5 Workplace Health and Safety

Suppliers will strive to provide a drug-free, safe and healthy workplace in accordance with applicable laws and regulations. Suppliers must ensure that all workers receive communication and training on contingency planning and safe working practices. In addition, Suppliers must have systems in place to prevent, detect and respond to potential risks to the safety, health and protection of their workforce in the workplace. Such systems must incorporate general and applicable standards, including: Occupational Safety; Emergency Preparedness; Occupational Injury and Illness; Industrial Hygiene; Physically Demanding Work; Machine Safeguarding; Sanitation, Food and Housing; and Health and Safety Communication.

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6 Responsibility for the environment

Suppliers are required to identify the environmental impacts of their activities, take active measures to minimize such impact across the life cycle of their products and services, recognize and agree to support SCATTOLINI's commitment to reduce carbon emissions, and work to achieve carbon neutrality and adhere to all environmental laws and regulations of the countries where their products are purchased, manufactured, shipped or sold.


Suppliers must implement and maintain environmental management systems that are aligned with ISO 14001. Such management systems shall address the following environmental aspects, to the extent that they are relevant to their operations: Environmental Permits and Regulatory Reporting; Pollution Prevention and Resource Reduction; Hazardous Substances; Solid Waste; Land, Forest and Water Rights and Forced Eviction; Use of Private or Public Security Forces; Animal welfare; Biodiversity, land use and deforestation; Soil Quality; Noise Emission; Air Emissions; Materials Restrictions; Water Management and Energy Consumption and Greenhouse Gas Emissions Reporting (GHG). To meet the customer's specific requirements, SCATTOLINI may require that certain Suppliers obtain and maintain third-party certification of their environmental management system as a condition of conducting business with SCATTOLINI.

Suppliers are encouraged to take active measures to reduce their Scope 1 and 2 GHG, as defined by the Greenhouse Gas Protocol, through the use of renewable energy resources and recycled materials. SCATTOLINI reserves the right to ask suppliers for documentation of their efforts to comply with these requirements and information to support SCATTOLINI's calculation of the Scope 3 greenhouse gas emissions associated with goods and services purchased on demand.

Suppliers will adhere to applicable provisions of the International Plant Protection Convention (IPPC) and, in particular, with International Standards for Phytosanitary Measure No. 15 (ISPM 15) and endeavor to address guidelines for environmentally responsible packaging that may be established by SCATTOLINI and its customers.

7 Business Integrity

Suppliers must uphold the highest standards of integrity in all business transactions. All business dealings should be transparently performed and accurately reflected on the Supplier's business books and records. Information relating to Supplier's labor, health and safety, environmental practices, business activities, structure, financial situation and performance shall be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain is unacceptable. Suppliers must also understand and comply with all applicable fair trade, advertising and competition laws, including fair trade and competition laws in the jurisdictions in which they operate

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8 Conflicts of interest

Suppliers will not take part in or seek to influence any decision in circumstances that may give rise to an actual or perceived conflict of interest. Such circumstances may be a commercial interest or a personal interest in the subject matter, economic or otherwise, directly or through someone closely related. If a Supplier becomes aware of a potential conflict of interest, it will immediately inform SCATTOLINI (see Section 15).

9 Bribery, Kickback and Fraud


Suppliers must comply with all applicable local and international anti-corruption laws. No funds or assets will be paid, loaned or otherwise given as bribes, kickbacks or other improper payments intended to influence or compromise the conduct of the recipient by a Supplier to SCATTOLINI; and no employee of a Supplier shall accept any funds or other assets for assisting in obtaining business or to obtain special concessions from SCATTOLINI. Suppliers shall not engage third parties to do anything that Suppliers are prohibited from doing directly as set forth in this Section 8. If a Supplier becomes aware of a risk of bribery, kickback or fraud, it will notify SCATTOLINI immediately.

10 Material Content Reporting and Responsible Chemical Management

Suppliers will take the necessary steps and provide SCATTOLINI with the required documentation to ensure that Supplier material content meets customer, government, law and regulatory material content regulations (e.g. RoHS, REACH) and evaluate the effect of the material on SCATTOLINI products. At a minimum, suppliers will provide material content declaration as required by REACH and RoHS on an annual basis and/or upon request for all parts purchased from SCATTOLINI and, if required, the supplier will provide objective evidence of REACH and RoHS compliance, which may include testing results. Automotive suppliers shall enter all component material and substance data using the latest version of the International Material Data System (IMDS). Suppliers in all other sectors agree to provide material content data in the form requested by SCATTOLINI. Suppliers shall ensure that there is a trained and competent representative available for submitting entries in the IMDS or other system, as well as resolving any issues that may arise during the submission process.

11 Responsible sourcing

Suppliers shall have a policy that prohibits the procurement of materials and services from places and entities that directly or indirectly finance or benefit the perpetrators of serious human rights abuses, contribute to armed conflict or human rights abuses in Conflict-Affected and High-Risk Areas (CAHRAs).

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SCATTOLINI requires its suppliers to take the necessary measures to ensure that when certain raw materials, including but not limited to tantalum, tin, tungsten and gold (3TG) and cobalt, are incorporated into the products sold to SCATTOLINI, they are sourced from mines and smelters that are audited by a qualified third party and determined to be conformant to the standards of the Responsible Minerals Audit Protocol (RMAP) or an equivalent recognized standard. Changes in sourcing practices for SCATTOLINI products that are necessary to address this requirement should be conducted by suppliers as soon as possible and in accordance with SCATTOLINI's relevant provisions on Change control, Notification and Approval.


Suppliers of parts or materials containing 3TG and/or cobalt will obtain a reasonable written guarantee from their suppliers that the 3TG and cobalt in the products sold to SCATTOLINI are sourced from smelters that are conformant with RMAP or another recognized third-party standard and that their suppliers do not directly or indirectly finance or benefit armed groups that are perpetrators for serious human rights abuses in the Democratic Republic of Congo (DRC) or an adjoining country, conformant with the requirements set out in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from CAHRAs (Third Edition).

Suppliers of these minerals or components that contain these minerals shall exercise due diligence in identifying the source and chain of custody of these minerals and report their due diligence measures to SCATTOLINI annually or upon request. The documentation of this guarantee shall consist, as a minimum, in the submission to SCATTOLINI, on an annual or upon request basis, of a Conflict Mineral Reporting Template (CMRT) and a Extend Mineral Reporting Template (EMRT) on an annual basis or upon request, according to the reporting schedule established by SCATTOLINI. Suppliers will promptly provide SCATTOLINI with a product level or a user-defined CMRT or EMRT when required.

SCATTOLINI reserves the right to demand responsible sourcing and transparency with respect to other minerals in addition to tantalum, tin, tungsten gold and cobalt.

12 Privacy and data protection

Suppliers shall maintain internal policies and procedures reasonably designed to protect data provided by SCATTOLINI or obtained by Supplier on behalf of SCATTOLINI or its customers. Suppliers shall comply with all applicable privacy, data protection and information security laws and regulatory and judicial requirements regarding the collection, preservation, storage, processing, transmission or disclosure of SCATTOLINI Data. Suppliers shall execute appropriate data transfer agreements with SCATTOLINI in any form that SCATTOLINI or its customers are required by applicable laws to execute with service providers or to flow down with subcontractors.

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13 Intellectual property

Suppliers shall implement and maintain security safeguards, including administrative, physical and technical safeguards designed to protect its information systems from unauthorized access, and shall promptly inform SCATTOLINI if a Supplier believes that its systems have been compromised in such a way as to cause damage to SCATTOLINI. Suppliers shall use SCATTOLINI's confidential information, data, business information, copyrights and trademarks only in a manner permitted by their respective contracts with SCATTOLINI and at a minimum protect such information with a reasonable degree of care. Suppliers shall not misappropriate or infringe the trade information, trademarks or copyrighted works of others. Suppliers shall not misuse trade secrets or proprietary or confidential information of others or disclose such information to unauthorized third parties. Suppliers must promptly notify SCATTOLINI of any unauthorized use of SCATTOLINI's data, trade secrets, trademarks, logos or confidential information by the Supplier or third parties.

14 Compliance with export controls and economic sanctions

Suppliers will comply with applicable laws, regulations and restrictions applicable to the export or re-export of goods, software, services and technology, as well as with applicable laws, regulations and restrictions on trade involving certain countries, regions, companies or entities and individuals.

15 Whistleblower Protection

Suppliers should either maintain a procedure to allow their employees to report violations of this Code or any related integrity issues involving work for SCATTOLINI, or allow their employees to have the ability to inform SCATTOLINI. Suppliers shall maintain programs to ensure the confidentiality, anonymity and protection of the supplier and employees, unless prohibited by law. In either cases, Suppliers have an affirmative obligation to promptly report to SCATTOLINI any information or allegation received in relation to a violation of this Code.

16 Contractor and Supplier Requirements

In addition to complying with these requirements in their operations, Suppliers shall ensure that their contractors, subcontractors, suppliers and their sub-suppliers respect the principles set forth in this Code.

17 Counterfeit parts/product integrity

Suppliers are expected to minimize the risk of introducing counterfeit and/or diverted parts and materials into deliverable products and adhere to relevant technical regulations in the product creation process.