

IMA SUPPLIERS' CODE OF CONDUCT

CONTENTS

1. INTRODUCTION	4
2. SCOPE OF APPLICATION, STANDARDS AND COMMITMENTS ON THE PART OF IMA'S SUPPLIERS	5
3. BUSINESS	6
4. WORK	7
5. HEALTH, SAFETY AND THE ENVIRONMENT	9
6. CONTRIBUTORY AND TAX OBLIGATIONS	10
7. COMPLIANCE WITH SUPPLIERS' CODE OF CONDUCT - ANTI-CORRUPTION AND ORGANISATION MODEL	10
8. PRIVACY	11
9. COMMUNICATION AND UPDATES	11

1. INTRODUCTION

The IMA Group is well aware of its skill and ability in the multi-disciplinary design and manufacture of complex machinery and equipment. These skills have been inherited from those developed locally over the past seven centuries. It is also aware of the **potential for innovation and service**.

The IMA Group is well aware of its skill and ability in the multi-disciplinary design and manufacture of complex machinery and equipment. These skills have been inherited from those developed locally over the past seven centuries. It is also aware of the potential for innovation and service provided by the rich network of suppliers that the Group has managed to create in over fifty years of business.

IMA maintains constant contact with producers in the food, pharmaceuticals, cosmetics and nutraceuticals sectors, understanding their production needs and preparing for them in good time.

The objective is to increase the quality of production and the products made, while reducing the related costs, all in compliance with local and international standards, including those on safety and the environment.

Having correctly identified its true potential and developed products and services for its end-users, IMA has achieved a leading position on international markets and now intends to strengthen its leadership by investing in technologies that will **improve the quality of life on the planet** in the future, reducing food waste, ensuring that people around the world have greater access to increasingly effective drugs, while having more and more respect for the environment. Through the work of its men and women, a company aims to create wealth and well-being, interacting with the social **and natural environment**.

In other words, it cannot be oriented solely towards the pursuit of profit; instead, it has to be imbued with the values and principles inspired by corporate social responsibility and sustainability.



2. SCOPE OF APPLICATION, STANDARDS AND COMMITMENTS ON THE PART OF IMA'S SUPPLIERS

This Suppliers' Code of Conduct applies to **all suppliers** of IMA.

In selecting its suppliers, IMA takes account of the following parameters:

- Technology: technological adequacy, technological and design capacity;
- Service/Logistics: keeping to schedules, flexibility, complying with means of delivery;
- Price: meeting set target, capacity to generate efficiency over time;
- Financial soundness;
- Quality: compliance with the quality system requested by IMA, adequacy of quality performances;
- Company management system: adequacy of environmental management system in compliance with current laws;
- Sustainability: protection of human rights, health and safety at work in compliance with current laws;
- Employment conditions: compliance with all current legislation on pay and working hours.

Where deemed necessary, IMA reserves the right to make an initial scoping visit to the potential supplier's premises.

Suppliers are also required to ensure that **sub-contractors** comply with the principles laid down in this Code.

IMA wants to convince its suppliers to contribute towards responsible and sustainable development and to work towards responsible management of their sub-contractors, as we do.

We therefore expect our suppliers to actively take responsibility not only for their own actions and activities, but also for their suppliers.

Suppliers must **inform** IMA if there are predominant conditions in their activities or in those of sub-contractors that do not comply with this Code of Conduct.

IMA also reserves the **right to carry out inspections**, giving prior notice, including on suppliers' premises, to verify that the supplier is complying with the suppliers'



code of conduct. These inspections may be carried out by IMA employees or third party inspectors chosen by IMA. With regard to inspections, suppliers shall be ready to provide IMA, or the third party inspectors appointed by IMA, access to all important and reasonably required information and documents for the purposes of this document.

3. BUSINESS

Suppliers have to take a commitment to carry on their business in an ethical way and to act with integrity. The ethical requirements include the following:

Integrity in business

Suppliers are required not to practice or tolerate any type of corruption, extortion or misappropriation.

Suppliers agree not to offer bribes or other illegal incentives to their business contacts and not to accept them either. Suppliers are required not to offer gifts or other benefits to IMA employees, personally or to others, for the sole purpose of influencing IMA's decisions regarding their current or future business relationship.

Fair competition

Suppliers are required to carry on their business in line with the principles of fair competition and in compliance with all applicable antitrust laws.

Intellectual property

Suppliers undertake to protect and use confidential information appropriately and to respect the intellectual property rights of third parties.

Suppliers are required to take all necessary and appropriate measures to prevent IMA products, their components or raw materials, as well as their know-how from falling into the hands of counterfeiters or third parties.

Identification of suspected irregularities

Suppliers undertake to make available to their employees the means necessary to report suspected irregularities or potentially illegal activities in the workplace.



Goods, raw materials and services from conflict zones

Suppliers are required to ensure that the products and services rendered to IMA do not come from areas of conflict whose proceeds are used to finance armed militias, directly or indirectly, or to benefit them in any other way.

4. WORK

Suppliers are required to protect the human rights of their employees, treating them with dignity and respect. This includes the following:

No child labour

IMA does not tolerate any kind of child labour in its supply chain. Suppliers must avoid any kind of child labour in their business activities in accordance with the founding rules of the ILO (International Labour Organization) and the principles of the *United Nations Global Compact*.

Work chosen freely

IMA does not tolerate in its supply chain slavery, servitude, forced and/or compulsory labour, nor trafficking in human beings. Suppliers undertake not to resort to forced, tied, forced manpower nor forced labour by prisoners.

Diversity and integration

Fair treatment of all employees must be one of the fundamental principles of company policy for any supplier. Discriminatory treatment of an employee is one that takes into account characteristics such as race, nationality of origin, sex, age, physical, social origin, disability, union membership, religion, marital status, pregnancy, sexual orientation, gender identity, gender expression or any other criteria considered illegal under applicable law.

Fair treatment

Suppliers undertake to ensure that the workplace does not sanction any kind of behaviour contrary to current legislation and that employees are not subjected to harassment, sexual abuse, torture or corporal punishment, mental or physical coercion, verbal abuse, or the threat of resorting to such treatment.



Where envisaged, suppliers also undertake to:

- apply the National Labour Collective Agreement (CCNL) relating to their sector, which at the same time must be consistent with the tasks carried out by the employees;
- correctly classify their employees, granting them a level and a qualification that are consistent with the tasks carried out for IMA.

Working hours and wages

The working hours of suppliers' employees cannot exceed the maximum limit set by national laws currently in force. Their remuneration must comply with current national wage regulations and must ensure an adequate standard of living.

Where envisaged, suppliers shall pay their employees the wages and salaries provided for in individual agreements and contracts, guaranteeing that such remuneration is no lower than the mandatory minimum provided for by existing collective contracts for the category.

Organisation

Suppliers shall guarantee the prompt fulfilment of the tasks entrusted by IMA and carry out such tasks under their own organisation of the means necessary for the purpose and with management at their own risk.

Suppliers shall act in compliance with current legislation on the prohibition of intermediation, interposition and contracting out of work and may not engage in behaviour that enables the above through the outsourcing of labour, in any form, except in cases expressly permitted by current labour legislation and in compliance with the procedures provided for by law.

Freedom of association

In accordance with local laws, suppliers will respect their employees' right to freely associate, join trade unions, have representatives, join workers' job councils and participate in collective bargaining.



5. HEALTH, SAFETY AND THE ENVIRONMENT

Suppliers are required to provide a safe and healthy working environment, as well as to operate in an environmentally responsible and efficient manner.

This includes the following:

Health and safety in the workplace

In accordance with applicable laws, suppliers are required to protect employees from chemical, biological and physical hazards and from particularly strenuous tasks in the workplace, as well as from risks associated with the infrastructure and equipment used by employees.

They therefore undertake to implement appropriate controls, workplace safety procedures, preventive maintenance and technical protection measures needed to limit risks to health and safety in the workplace.

Quality, health, safety and environmental provisions

Suppliers are required to comply with all quality, health, safety and environmental regulations, as well as to obtain, retain and update all necessary permits, licences and registrations.

To ensure that the handling, moving, storage, recycling, reuse or management of waste, atmospheric emissions and waste water takes place safely, suppliers are committed to providing systems for the prevention or containment of accidental spills and release of substances into the environment.

As far as possible, suppliers will have to work to use environmentally friendly products and processes that can reduce energy consumption and greenhouse gas emissions.

Quality requirements

Suppliers are required to fulfil the quality requirements generally recognized or agreed in the contract in order to provide goods and services that can adequately meet IMA's needs, function as guaranteed and be safe for the use for which they are intended.



6. CONTRIBUTORY AND TAX OBLIGATIONS

Suppliers shall fulfil their legal obligations - to social security/welfare, insurance and tax authorities - on behalf of their employees working on tasks assigned by IMA.

Specifically and where envisaged, suppliers shall:

- pay the social security, tax and welfare contributions due by law on the salaries paid to their employees;
- send IMA the currently valid DURC (i.e. Single Tax Compliance Document);
- withhold and pay the tax deductions due on the salaries paid to their employees;
- send IMA, when required and within the terms provided for by law, a copy of the documentation needed to verify proper payment of tax deductions by suppliers.

7. COMPLIANCE WITH SUPPLIERS' CODE OF CONDUCT - ANTI-CORRUPTION AND ORGANISATION MODEL

This suppliers' code of conduct shall be shared by all suppliers, which in turn undertake to share the principles contained therein with their employees, affiliates, collaborators and subcontractors, with a view to ensuring its dissemination and implementation. Suppliers shall also monitor compliance with this code of conduct both in-house and in the supply chain, promptly informing IMA of any relevant issues that may be incompatible with or in breach of the same.

Should suppliers breach the principles and/or obligations of this code of conduct, IMA - at its own discretion - reserves the right to suspend existing contractual relationships with the defaulting supplier until such breaches are resolved, or terminate the contractual relationship.

Suppliers shall:

- (a) comply with applicable anti-corruption laws, observing and applying, for the duration of the contractual relationship entered into with IMA, their in-house procedures and the measures adopted to ensure fulfilment; and
- (b) promptly inform IMA of any request received or any other kind of advantage achieved and obtained in connection with the pursuance of the relationship with IMA.



To that end, the supplier hereby declares it is aware of IMA's adoption of an Organisation Model as envisaged by Leg. Dec. 231/01, undertaking to comply with the principles contained therein in the knowledge of the circumstance that any behaviour in breach of said principles will authorise IMA to immediately terminate the contractual relationship. IMA SpA's Organisation Model is available on request or can be viewed at www.ima.it.

8. PRIVACY

IMA's privacy notice on the use of suppliers' personal data is attached to this code of conduct. Further information can be requested by emailing privacy@ima.it.

9. COMMUNICATION AND UPDATES

This suppliers' code of conduct is available on IMA's website www.ima.it in order to promote the continual improvement of its initiatives and in view of the evolution of the context in which the Group operates. The suppliers' code of conduct is subject to review and/or amendments.



NOTICE PURSUANT TO ART. 13-14 OF EU REGULATION 2016/679

IMA S.p.A., as the data controller (“**Company**” or “**Data Controller**”), may, for the purposes outlined below, process personal data belonging to the contacts of its suppliers (“**Contact Personnel**”).

This notice is therefore issued for Contact Personnel and must be read by all persons working for the Supplier who manage the commercial relationship with our Company.

With regard to the above, please be informed that:

Contact details of Data Controller and DPO: the Data Controller can be contacted at the following email address: *privacy@ima.it*, or by registered letter to Company headquarters. The Data Controller has appointed a Data Protection Officer (“**DPO**”), who can be contacted at the following email address: *dataprotectionit@ima.it*.

Data processed: for the purposes outlined in the paragraph below, the Company collects and processes “contact” personal data (full name, email address, telephone numbers, job title and employer) of the contact personnel working for its Suppliers (“**Personal Data**”).

Purpose and lawful basis for processing:

Supplier qualification procedures and pre-contractual negotiations	Art. 6, sect. 1, lett. b)
Contract fulfilment	Art. 6, sect. 1, lett. b)
Organisational and commercial management of contracts entered into with you	Art. 6, sect. 1, lett. b)
Fulfilment of any legal and/or regulatory obligations	Art. 6, sect. 1, lett. c)
Auditing activities	Art. 6, sect. 1, lett. f)
In-house statistical analysis	Art. 6, sect. 1, lett. f)
Protection of the Company's and IMA Group's rights in the judicial and extrajudicial context	Art. 6, sect. 1, lett. f)

Personal data provision: data provision and processing is obligatory; refusing to provide your personal data (or requesting its erasure) means the Company cannot establish or continue existing contractual and business relationships.

Data recipients: your Personal Data will not be shared but our Company, for the purposes stated above, may send it:

- to its employees and co-workers in charge of data processing (“data processors”) and to other companies in the IMA Group;
- to outsourcers working on behalf of the Data Controller, who provide specific services in their role as data processors under art. 28 GDPR (“**Data Processors**”);
- to legal or consultancy offices or third-party companies for the purposes of defence of legal claims, protection of rights or credit recovery;
- to members of control bodies, such as the Board of Auditors, the Supervisory Committee set up pursuant to Leg. Dec. 231/2001, internal and external auditors appointed to carry out inspections and checks on behalf of the Company;
- to judicial or supervisory bodies, administrations, entities and public bodies (national and foreign), in compliance with the law and subject to a formal legitimate application from these bodies.

Data storage duration: your Personal Data will be stored for the time strictly necessary to fulfil the purposes for which it was collected and, in any event, for no longer than 10 years from the end of the contractual relationship.

Rights of the data subject: you may exercise your rights under art. 15-21 GDPR by emailing us at privacy@ima.it or by registered letter to IMA headquarters, or lodge a complaint under art. 77 to the competent authority (e.g. in the country where you live or work or the place where your rights were breached). For Italy, the competent authority is the Personal Data Protection Guarantor, which can be contacted via the website <http://www.garanteprivacy.it/>.

Finally, you are informed that the Company may amend or update this notice to comply with new obligations imposed by current laws or for technical necessity.

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