



GESSI SUPPLIER CODE OF CONDUCT

1. Preamble

Gessi S.p.A. and the companies belonging to the Gessi Group (collectively, “Gessi”) are committed to conducting their business in accordance with the highest standards of responsibility, integrity and transparency. As suppliers to Gessi, we expect you to share this commitment and to observe the same standards in all your business activities.

We believe that working together to uphold these standards contributes to creating a responsible supply chain for the benefit of all stakeholders.

We have therefore adopted this Supplier Code of Conduct (the “Code”) to set out our expectations of all suppliers with regard to ethical business practices, the treatment of workers, environmental protection and regulatory compliance.

We reserve the right to review and periodically update this Code, including in order to reflect any changes in applicable laws, industry standards or best practices, by publishing the relevant updates on our website at www.gessi.com. Suppliers are required to regularly consult the website and ensure compliance with the most up-to-date version of this Code.

2. Scope of Application

This Code applies to all Gessi suppliers, irrespective of their location or place of business.

Where third parties, including subcontractors, are involved in the manufacture or supply of products, components or materials intended for Gessi, suppliers must ensure that such third parties comply with this Code or with substantially equivalent standards. Gessi reserves the right to request evidence of compliance throughout the entire supply chain.

The use of subcontractors or other third parties does not limit or exclude the supplier’s responsibility towards Gessi for compliance with this Code.

3. Human Rights and Labour Practices

Suppliers must respect human rights and ensure safe and fair working conditions in accordance with the following minimum standards.

3.1. Modern Slavery and Forced Labour

Suppliers must not use any form of forced or coercive labour, including, without limitation, bonded labour, slavery, human trafficking, servitude or labour exploitation.

All work must be performed on a voluntary basis, and workers must be free to terminate their employment in accordance with applicable law. Employers must not confiscate or retain workers’ identity documents, work permits or other documents, except where expressly required by applicable law.

3.2. Child Labour

Suppliers must not employ persons below the minimum legal working age established in the country in which they operate or, in any event, persons under the age of 18 in hazardous or abusive work, or work that interferes with their education and development, including, without limitation, night work.

3.3. Non-Discrimination

Suppliers must not discriminate against workers on the basis of race, ethnicity, national origin, religion, sex, gender, gender identity or expression, sexual orientation, age, disability or any other characteristic protected under applicable law.

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3.4. Diversity and Inclusion

Suppliers must promote diversity and inclusion in the workplace and foster the development of a workforce that reflects the diversity of the communities in which they operate.

3.5. Abuse and Harassment

All workers must be treated with respect and dignity. They must not be subjected to any form of physical or psychological coercion, intimidation, humiliation, psychological abuse, threats or sexual harassment.

3.6. Respect for Freedom of Association and Collective Bargaining

Suppliers must recognise and respect workers' right to freely associate and bargain collectively. Suppliers must not interfere with the establishment of workers' organisations or the negotiation of collective agreements.

3.7. Health and Safety

Suppliers must provide a healthy and safe working environment in accordance with applicable law.

Suppliers must provide appropriate protective equipment, as well as suitable training and supervision, to ensure that workers can perform their duties safely and without risks to their health. All equipment and machinery must be properly maintained, and all facilities, including common areas and sanitary facilities, must be clean and safe.

Suppliers must implement appropriate systems to identify and manage potential health and safety risks and promptly take the necessary corrective actions where such risks are identified.

A certified occupational health and safety management system, such as ISO 45001, is recommended.

3.8. Working Hours

Suppliers must ensure fair and reasonable working hours and comply with applicable laws governing limits on regular and overtime working hours, rest periods and leave.

Suppliers must adopt appropriate policies to ensure that workers can effectively exercise their entitlement to holidays and personal leave, where applicable.

3.9. Employment Contracts, Wages and Benefits

Suppliers must provide all workers, including temporary workers, apprentices and interns, with written employment contracts describing all terms and conditions of employment. Contracts must be communicated in a form and language that workers can readily understand.

Suppliers must ensure that wages and related benefits, including overtime pay, meet or exceed the minimum standards prescribed by applicable law. Wages must be sufficient to provide workers with a decent standard of living and must be determined on the basis of the worker's skills, experience and performance, while ensuring pay equity for workers holding equivalent positions. Payslips must be regularly provided to workers in an appropriate form and language.

Suppliers must also ensure that workers receive regular training appropriate to the duties performed, including in relation to health and safety, quality, the environment and compliance with this Code.

3.10. Information

Suppliers must inform workers of the rights afforded to them under applicable law.

4. Environmental Responsibility and Sustainability

Environmental responsibility and sustainability are key priorities for Gessi. Our approach to sustainability is described on our website at <https://www.gessi.com/en/our-world/sustainability>.

Suppliers must share this commitment and comply with the following minimum standards.

4.1. Environmental Compliance

Suppliers must comply with all applicable environmental laws, regulations and standards, including those relating to air and water quality, waste management, and the handling and disposal of hazardous materials. A certified environmental management system, such as ISO 14001 or EMAS, is recommended.

4.2. Pollution Reduction

Suppliers must prevent, reduce and mitigate all forms of environmental pollution, including air, water, soil and groundwater pollution. Any environmental incidents must be promptly managed and remediated.

Suppliers must also minimise the environmental impact of their activities through the use of energy-efficient technologies, the reduction of greenhouse gas emissions and the protection of natural resources.

4.3. Responsible Sourcing

Suppliers must exercise due diligence in relation to the origin and supply chain of materials supplied to Gessi. This includes tracing the sources of minerals originating from conflict-affected areas and taking measures to ensure that materials do not contribute to human rights violations. Suppliers must endeavour to avoid or minimise the use of rare or environmentally sensitive resources.

4.4. Impact Monitoring and Reporting

Suppliers must identify and manage significant environmental impacts arising from their activities and implement improvement plans supported by specific key performance indicators to monitor progress.

Suppliers must also monitor and document their environmental performance and provide Gessi, upon request, with the relevant quantitative data.

4.5. Animal Protection and Welfare

Where animals are used in connection with the provision of services to Gessi, suppliers must treat them with care and respect and with due regard for their welfare. Animals must not be subjected to mistreatment or neglect and must be provided, as appropriate, with adequate shelter, space, companionship, food and veterinary care. All animals must be handled and transported in a manner that minimises stress and discomfort to the greatest extent possible.

The use of animals in any experimental activities is prohibited.

5. Ethics and Integrity

Suppliers must conduct their business honestly and with integrity, observing the highest ethical standards in accordance with the following requirements.

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5.1. Anti-Corruption

Any form of corruption or bribery, whether active or passive and in any context, form or manner, is strictly prohibited.

Suppliers must not solicit, grant, offer, promise or accept bribes, gifts, presents, entertainment, facilitation payments, donations, employment opportunities or other improper benefits or favours from or to business partners, public officials or other third parties.

This also includes conduct which, although not expressly unlawful or although accepted, tolerated or not prosecuted in certain contexts, could nevertheless undermine our commitment to integrity.

More specifically, any conduct that creates, appears likely to create, or may reasonably be expected to create an obligation or influence capable of affecting the decision-making process will be considered inappropriate, improper and unacceptable. Gessi will not tolerate such conduct and expects suppliers to adopt the same approach.

Suppliers must not enter into transactions that give rise to an actual or apparent conflict of interest capable of creating a risk of corruption or bribery.

Suppliers must comply with applicable anti-corruption laws and maintain an effective compliance system. In addition, suppliers must ensure that their directors, officers, employees, suppliers, affiliates, subcontractors and representatives comply with the requirements set out herein.

Suppliers must adopt and implement rules, controls and procedures appropriate to the nature, size and risks of their business and capable of preventing, identifying and mitigating corruption risks.

Suppliers must also comply with the principles and standards set out in Gessi's Code of Ethics, as amended from time to time and published on Gessi's official website under the "Legal Notices" section.

5.2. Conflicts of Interest

Suppliers must avoid any situation involving an actual, potential or apparent conflict between their own interests and those of Gessi.

Suppliers must promptly disclose to Gessi any actual, potential or apparent conflict of interest that may affect the independence, impartiality or proper performance of the business relationship.

5.3. Other Unlawful Conduct

Suppliers and their workers must not engage in any form of fraud or other unlawful activity, including, without limitation, fraudulent financial reporting, misappropriation, extortion, insolvency-related offences, unlawful payments, money laundering or any other act prohibited by applicable law.

The prohibition includes, without limitation, the falsification of invoices, certifications, reports, test results, transport documents or other documentation relating to the products or services supplied; misrepresentation of the nature, origin, composition, quantity or quality of supplies; the submission of false statements; and the theft or misuse of assets, materials, products or resources.

Suppliers must implement appropriate controls to prevent such conduct and monitor unusual or suspicious operations, documents or transactions.

5.4. Fair Competition and Business Practices

Suppliers must observe principles of fair business conduct and fair competition and must not enter into agreements, concerted practices, arrangements or other conduct in breach of applicable competition and antitrust laws.

Prohibited conduct includes, without limitation, collusive agreements, price fixing, market or customer allocation, unlawful territorial restrictions, the exchange with competitors of commercially sensitive information, including information relating to prices, costs, production capacity, volumes, customers, supply terms or commercial strategies, as well as the acquisition of competitive information through unlawful or improper means.

6. Compliance and Performance

Suppliers must operate in full compliance with applicable law. In addition, they must comply with the following specific standards.

6.1. Trade Regulations

Suppliers must comply with all applicable trade laws and regulations, including those relating to import and export controls and sanctions. Suppliers must remain continuously up to date with such provisions. Without prejudice to the foregoing, Gessi may issue specific instructions concerning compliance with applicable trade regulations, which suppliers will be required to implement promptly and strictly as directed.

Suppliers must refrain from cooperating with third parties that intend to enable, directly or indirectly, the use or supply of products, services or information for the benefit of individuals, entities or countries where this is prohibited under European Union laws and regulations or other applicable provisions.

Suppliers must promptly disclose to Gessi any previous violation of import or export control or sanctions laws. They must also disclose any ongoing investigation or inquiry where it may reasonably affect the relationship with Gessi.

Suppliers must also accurately document all import and export transactions and maintain appropriate procedures to mitigate risks associated with trade and export controls.

6.2. Data Protection

Suppliers must comply with applicable data protection laws, including, without limitation, the General Data Protection Regulation (GDPR).

In addition, suppliers must implement appropriate technical and organisational security measures to protect personal data, including measures designed to prevent unauthorised access to, use or disclosure of such data. Suppliers must respect the rights of data subjects and ensure the lawful processing and transfer of any personal data.

Such measures must include, where appropriate and taking into account the nature of the data processed and the related risks: access controls and appropriate authentication measures designed to restrict access to personal data to authorised personnel only; procedures for the secure retention, transmission and destruction of personal data; training and awareness programmes for personnel authorised to process personal data; periodic monitoring and review of data protection and cybersecurity measures; and procedures for identifying, managing and responding to personal data breaches and security incidents.

Suppliers must ensure that any sub-suppliers or other third parties processing personal data in connection with the relationship with Gessi are subject to appropriate confidentiality, data protection and data security obligations.

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Suppliers must notify Gessi, without undue delay, of any actual or suspected personal data breach, cybersecurity incident or unauthorised access, disclosure, alteration or loss affecting personal data provided by Gessi or processed on behalf of Gessi. Suppliers must fully cooperate with Gessi in investigating, mitigating and managing the incident.

6.3. Compliance Systems

Suppliers must implement appropriate governance and compliance systems to ensure compliance with applicable law and with this Code.

To ensure full transparency, suppliers must maintain accurate and complete records in accordance with applicable law, including records relating to financial reporting, taxation and anti-corruption matters.

6.4. Quality and Continuous Improvement

Suppliers must provide high-quality, safe and effective products and services in full compliance with Gessi's instructions, contractual requirements and applicable industry standards.

Suppliers must ensure that all products, components, materials and services supplied comply with the agreed technical and quality specifications, applicable law and relevant safety standards.

Suppliers must ensure, where applicable, appropriate traceability of raw materials, components, manufacturing processes and supplied products.

Suppliers must pursue continuous improvement in their performance. This includes a commitment to improving the quality of the products and services supplied, reducing delivery times and seeking optimal value.

Suppliers must immediately inform Gessi of any defect, non-conformity, health or safety risk or other circumstance that may affect the quality, safety, compliance or merchantability of the products or services supplied.

Suppliers must fully cooperate with Gessi in identifying the causes of non-conformities and implementing corrective actions, withdrawals, recalls or other necessary measures.

A certified quality management system, such as ISO 9001, is recommended.

7. Confidentiality

Suppliers must treat as strictly confidential all non-public information obtained from Gessi or otherwise learned, acquired or generated in connection with the business relationship with Gessi, including, without limitation, commercial, technical, financial, operational, strategic and organisational information, as well as information relating to products, services, projects, designs, customers, suppliers, employees, manufacturing processes and business activities.

Unless Gessi has given its prior written authorisation, suppliers must not disclose such information to third parties. Suppliers must implement appropriate measures governing the collection, storage, use and disclosure of information and preventing its misuse, falsification, counterfeiting, theft or unauthorised disclosure.

Confidential information must be used exclusively for the purposes of performing the business relationship with Gessi and may not be used for the benefit of the supplier or any third party.

Access to confidential information must be limited to persons who have an actual need to know such information for the purposes of performing the relationship with Gessi and who are bound by appropriate confidentiality obligations. Suppliers must promptly report to Gessi any actual or suspected breach of confidentiality or security incident involving Gessi's information. At Gessi's request or upon termination of the business relationship, suppliers must return or

securely destroy all confidential information and any copies thereof in their possession or under their control, without prejudice to any mandatory retention obligations imposed by applicable law.

8. Intellectual Property Rights

Suppliers must respect and protect Gessi's intellectual property rights, including, without limitation, copyrights, industrial designs, trademarks, patents and any technology shared with suppliers.

Suppliers must not use any Gessi intellectual property rights without Gessi's prior written authorisation. Where authorised, suppliers must use such rights exclusively for the purposes for which the authorisation was granted and take all reasonable measures to protect them against misuse, mismanagement, counterfeiting, fraud or improper disclosure. In any event, suppliers undertake to use Gessi's intellectual property rights, where duly authorised, in a manner that promotes Gessi's reputation.

Suppliers must not affix, remove, alter or use Gessi trademarks, logos, distinctive signs, labels, codes, technical data or other identifying elements except in strict compliance with Gessi's written instructions.

In addition, suppliers must ensure that all products and services supplied to Gessi do not infringe the intellectual or industrial property rights of third parties.

Suppliers must promptly notify Gessi of any suspected infringement, counterfeiting or misuse of Gessi's intellectual property rights of which they become aware.

Suppliers must fully cooperate with Gessi in any related enforcement activities and must not make commitments, admit liability or settle disputes concerning Gessi's intellectual property rights without Gessi's prior written consent.

9. Monitoring and Oversight

Compliance with this Code is essential. Suppliers are therefore required to strictly comply with the requirements set out herein and to cooperate with the following monitoring and oversight procedures.

9.1. Reporting Obligations

Suppliers must promptly report to Gessi any suspected or confirmed violation of this Code or of applicable law. This includes violations committed by employees, consultants, partners, agents or other representatives acting on behalf of the supplier or Gessi.

Reports must be submitted by:

- E-mail: gessi@gessi.it; or
- Mail: Parco Gessi, 13037 Serravalle Sesia, (Vercelli) Italy.

All reports received will be treated confidentially and discreetly and without any form of retaliation. Any reporting obligations imposed by law shall in any event remain unaffected.

9.2. Audits

Gessi may carry out inspections, including without prior notice, during normal working hours in order to verify compliance with this Code. Inspections must be conducted in accordance with applicable law and workplace safety requirements.



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Such inspections may be carried out by Gessi personnel or by duly authorised third parties. Suppliers must cooperate with Gessi in connection with such inspections and retain all documentation necessary to demonstrate compliance with this Code and applicable law.

During such inspections, we may request access to the offices and premises where suppliers operate, as well as to documentation and personnel for the purposes of interviews or checks. Suppliers must grant such access and must not improperly influence the audit process or its outcome. Gessi will give due consideration to the supplier's confidential information and intellectual property rights during such inspections.

Based on the outcome of an audit, Gessi may require suppliers to prepare and implement a corrective action plan.

9.3. Non-Compliance

Failure to comply with this Code, refusal to prepare a corrective action plan, or failure to implement, or timely implement, an agreed plan may constitute a breach of contractual obligations.

Depending on the nature and severity of the breach, Gessi may require corrective actions to be taken within a specified period, suspend the execution of new orders or the business relationship and, in the most serious cases or where the breach is not remedied, terminate or discontinue the relationship with the supplier, without prejudice to any further remedies available under applicable law or contract.

10. Contact Information

For any request for clarification concerning this Code, please contact the Gessi representative responsible for managing the business relationship with the supplier.

Updated July 2026