

SUPPLIER CODE OF CONDUCT

供应商行为准则

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1. PREAMBLE

1. 序言

Pirelli Group business model is inspired by the United Nations Global Compact Principles and by a set of values that permeate Corporate Culture along its 150 years of history: fairness, transparency, responsibility, customer focus, excellence, innovation, and performance.

倍耐力集团的商业模式受到联合国全球契约十项原则以及贯穿其**150**年历史的企业文化的一系列价值观的启发:公平、透明、责任、以客户为中心、卓越、创新和绩效。

Pirelli's Suppliers have always played a key role within its value chain, and their capability to put sustainability at the core of business strength and development is essential to foster a mutual, long lasting growth.

倍耐力的供应商一直在其价值链中发挥着关键作用,他们将可持续性作为业务优势和发展的核心,这种能力对于促进相互、持久的增长至关重要。

Pirelli Supplier Code of Conduct sets out the values and the requirements Pirelli expects its Suppliers to respect and implement, provided they shall always comply with national, international, regional and/or local laws and regulations applicable in the Countries they operate in and/or to the goods and services they supply.

倍耐力供应商行为准则规定了倍耐力希望其供应商遵守和执行的价值观和要求,前提是他们始终遵守适用于 其经营所在国和/或其提供的货物和服务的国家、国际、区域和/或地方法律法规。

This Supplier Code of Conduct shall constitute an integral part of the relationship between Pirelli and its Suppliers.

本供应商行为准则应构成倍耐力与其供应商之间关系的组成部分。

Suppliers are expected to:

供应商应:

Implement mechanisms to identify, determine and manage risks in all areas addressed by this *Supplier Code of Conduct* and with respect to all national, international, regional and/or local laws and regulations, as well as international standards, at their own operations and with reference to their supply chain (due diligence);

实施各项机制,以识别、确定和管理本供应商行为准则涉及的所有领域中的,所有国家、国际、区域和/或地方法律法规以及国际标准项下的,其自身运营中的以及其供应链(尽职调查)中的风险;

- Develop adequate documentation to demonstrate that they implement the principles and the requirements of Pirelli Supplier Code of Conduct;
- 编制适当的文件,证明其执行了倍耐力供应商行为准则的原则和要求;
- Establish appropriate training measures to grant an appropriate level of knowledge and understanding of the contents of this *Supplier Code of Conduct* to their employees, as well as to supply chain;
- 制定适当的培训措施,使其雇员以及供应链对本供应商行为准则的内容有适当的了解和理解;
- Continuously improve their sustainability performance.
- 持续改进其可持续性绩效。

Pirelli strongly encourages Suppliers to exceed the requirements of this Code, promote best practices and continuous improvement throughout their operations as well as along the supply chain and extended networks.

倍耐力强烈鼓励供应商超越本准则的要求,在其整个运营过程以及供应链和扩展网络中推广最佳实践和持续 改进。

The Pirelli Group Policies that inspired this Supplier Code of Conduct are available on Pirelli website.

制定本供应商行为准则所依据的倍耐力集团政策可在倍耐力网站上查阅。



2. HUMAN RIGHTS AND WORKING CONDITIONS

2. 人权和工作条件

Suppliers shall always comply at least with the minimum standard established by national, international, regional and/or local laws and regulations, including collective bargaining agreements, where applicable, as well as international standards defined by the United Nations and the International Labour Organization or other relevant international organizations (e.g. International Organization for Standardization (ISO)).

供应商应始终至少遵守国家、国际、区域和/或地方法律法规制定的最低标准,包括集体谈判协议(如适用),以及联合国和国际劳工组织或其他相关国际组织(例如国际标准化组织(ISO))制定的国际标准。

All Suppliers are called upon to observe the principles and rights set forth in the guidelines of the UN Initiative "Global Compact" and the "ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up" and to align their due diligence process with the requirements of the United Nations' Guiding Principles on Business and Human Rights.

呼吁所有供应商遵守联合国倡议"全球契约"和《〈国际劳工组织关于工作中基本原则和权利宣言〉及其后续措施》指南中规定的原则和权利,并使其尽职调查过程符合联合国《工商企业和人权指导原则》的要求。

2.1 Employment contracts

2.1 雇佣合同

Suppliers shall provide all employees (including temporary workers, trainees and interns) with written labour contracts, clearly specifying all the employment terms and conditions, including wages and benefits and communicate them to all employees, providing a proper pay-slip for every pay period in a format and language well understood by employees.

供应商应向所有雇员(包括临时工、培训生和实习生)提供书面劳动合同,明确规定所有雇佣条款和条件(包括工资和福利),并将其传达给所有雇员,以雇员充分理解的格式和语言为每个发薪期提供适当的工资单。

2.2 Wages and benefits

2.2 工资和福利

Suppliers shall pay salaries as well as related benefits that comply at least with the minimum standard established by national, international, regional and/or local laws and regulations. In any case, salaries shall be at least equal to the Country's minimum salaries for an equivalent job and sufficient to meet the basic needs of the employees and a decent standard of living for them and their families.

供应商应支付至少符合国家、国际、地区和/或地方法律法规规定的最低标准的工资和相关福利。在任何情况下,工资应至少等于该国同等工作的最低工资,并足以满足雇员的基本需要以及他们及其家人的体面生活水平。

Compensation shall exclusively be determined on the basis of the skills, experience and professional potential that people have and the results achieved. Wage equity shall be guaranteed on equal merit-based conditions.

薪酬应仅基于雇员拥有的技能、经验和专业潜力以及取得的成果确定。工资公平应在以业绩为基础的同等条件下得到保证。

Suppliers shall properly compensate employees for overtime hours in compliance with national, international, regional and/or local laws and regulations.

供应商应根据国家、国际、地区和/或地方法律法规适当支付雇员加班工资。

Suppliers shall not apply withholding of wages unless prescribed by national, international, regional and/or local laws and regulations; in any case Suppliers shall not use withholding of wages as disciplinary measure and shall not affect the employee's right to terminate the employment relationship.

除非国家、国际、地区和/或地方法律法规另有规定,否则供应商不得扣押工资;在任何情况下,供应商不得将扣押工资作为纪律处分,也不得影响雇员终止雇佣关系的权利。



Suppliers shall not require employees to pay recruitment fees or related fees.

供应商不得要求雇员支付招聘费或相关费用。

2.3 Working hours, overtime and leaves

2.3 工作时间、加班和休假

Suppliers shall guarantee that working hours comply at least with the minimum standard established by national, international and/or local laws and regulations, local industry standard or international standards defined by the relevant International Labour Organization (ILO)₁, whichever are strictest.

供应商应保证工作时间至少符合国家、国际、地区和/或地方法律法规规定的最低标准、当地行业标准或相关国际劳工组织(ILO)¹规定的国际标准(以最严格者为准)。

Suppliers' overtime policy shall comply with national, international, regional and/or local laws and regulations. Overtime shall not exceed the weekly or monthly limits defined by national, international, regional and/or local laws and regulations or ILO₂. Compulsory overtime shall be ruled by local law and/or collective bargaining agreements and shall not exceed the weekly or monthly limits allowed.

供应商的加班政策应符合国家、国际、地区和/或地方法律法规。加班时间不得超过国家、国际、地区和/或地方法律法规或ILO规定的每周或每月限制²。强制加班应由当地法律和/或集体谈判协议规定,不得超过允许的每周或每月限制。

Suppliers shall guarantee the right of sick or parental leave, vacation and any other paid or not paid leave defined by national, international, regional and/or local laws and regulations.

供应商应保证病假或育儿假、假期以及国家、国际、地区和/或地方法律法规规定的任何其他带薪或不带薪 假期权利。

2.4 Child labour and young workers

2.4 童工和未成年工

Suppliers shall prevent all forms of child labour and shall hire workers that have the legal minimum age, compliant with national, international, regional and/or local laws and regulations or Convention C138 of the International Labour Organization (ILO)₃, whichever are strictest.

供应商应防止一切形式的童工,并应雇佣符合国家、国际、地区和/或地方法律法规或国际劳工组织(ILO) C138号公约规定的法定最低年龄的工人 3 (以最严格者为准)。

The minimum working age is the age of completion of compulsory school, but never less than 15 years. Young Employees within the age of 15 to 18 years shall not be exposed to work that is likely to jeopardize their physical or mental health, safety or morals, and shall not be permitted to work overtime or night shifts.

最低工作年龄是完成义务教育的年龄,但不得低于15岁。15至18岁的未成年工不得从事可能危害其身心健康、安全或品德的工作,也不得加班或上夜班。

¹ ILO's Conventions set a limit on normal (pre-overtime) hours of 8 per day and 48 hours per week and a minimum consecutive period of 12 hours' night rest, plus a weekly rest of at least a full calendar day. Under exceptional cases, working time is allowed to exceed these limits, as long as daily working time remains not higher than 10 hours, and weekly working time not higher than 56 hours. Overtime shall be limited to 12 hours a week on a non-regular basis.

¹ 国际劳工组织的公约设定的限制:正常(加班前)工作时间每天8小时,每周48小时,至少连续12小时的夜间休息,加上每周至少一整天的休息时间。在特殊情况下,工作时间可以超越这些限制,但每天工作时间不超过10小时,每周工作时间不超过56小时。非定期加班每周不得超过12小时。

 $_{2}$ ILO's Conventions set a limit on overtime hours to 12 hours a week on a non-regular basis.

² 国际劳工组织的公约将非定期加班时间限制为每周12小时。

³ Under the Convention, the minimum age shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years, except specific cases ruled by articles 6 and 7 of the Convention (e.g. training programs approved by the competent authority with no prejudice to school attendance).

³ 根据《公约》,最低年龄不得低于完成义务教育的年龄,在任何情况下不得低于15岁,但《公约》第6条和第7条规定的特定情况除外(例如,主管当局批准的不影响上学的培训计划)。



2.5 Modern slavery and forced labour

2.5 现代奴隶制和强迫劳动

Suppliers shall not tolerate any form of forced or compulsory labour, slavery and modern slavery, human trafficking, servitude, debt bondage, labour exploitation, verbal or physical humiliation, violence or coercion, mental abuse, sexual harassment, threat or intimidation, nor any other abusive working conditions (even if carried out as disciplinary actions).

供应商不得容忍任何形式的强迫或强制劳动、奴役和现代奴隶制、人口贩卖、劳役、债役、劳动剥削、言语或身体侮辱、暴力或胁迫、精神虐待、性骚扰、威胁或恐吓,也不得容忍任何其他虐待性工作条件(即使是作为纪律处分进行的)。

Suppliers' employees shall enter employment relationship on a voluntary basis and shall have the right to terminate it the with a reasonable notice period.

供应商的雇员应在自愿的基础上建立雇佣关系,并有权经合理的通知期终止雇佣关系。

2.6 Passport/document withholding

2.6 护照/证件扣押

Suppliers shall not withhold, seize, destroy or deny access to employees' passports and/or any other identity document, nor engage in any other action causing employees' restrictions of movement.

供应商不得扣留、扣押、销毁或拒绝承认雇员护照和/或任何其他身份证件,也不得采取任何其他导致雇员行动受限的行动。

2.7 Health and safety

2.7 健康和安全

Suppliers shall manage their activities protecting people's health, safety and welfare, ensuring compliance with national, international, regional and/or local laws and regulations and all the commitments undertaken with third parties. To this aim, Pirelli expects its Suppliers to comply with national and international health and safety standards and regulation and to operate an effective and certified health and safety management system according to ISO 45001 or similar, while pursuing continuous improvement in occupational health and safety and welfare related aspects, taking into account the life cycle of their processes, products and services.

供应商应管理其保护人员健康、安全和福利的活动,确保遵守国家、国际、地区和/或地方法律法规以及向第三方作出的所有承诺。为此,倍耐力希望其供应商遵守国家和国际健康与安全标准和法规,并根据ISO 45001或类似标准实施有效且经认证的健康与安全管理体系,同时考虑到其工艺、产品和服务的生命周期在职业健康、安全和福利相关方面寻求持续改进。

Suppliers are expected to provide their workforce (including employees, temporary workers, trainees, etc.) with a safe and healthy working environment that includes, as a minimum, potable drinking water, adequate lighting, temperature, ventilation and sanitation and, if applicable, safe and healthy company living quarters.

供应商应为其人员(包括雇员、临时工、培训生等)提供安全健康的工作环境,其中至少包括饮用水、充足的照明、温度、通风和卫生设施,以及安全健康的公司住处(如适用)。

Suppliers shall also:

供应商还应:

- Implement measures for the prompt identification, assessment and management of occupational health and safety risks, with the aim to prevent accidents and occupational diseases;
- 实施措施,及时识别、评估和管理职业健康和安全风险,以预防事故和职业病;
- Provide appropriate controls, safe work procedures, adequate maintenance and necessary protective measures to mitigate health and safety risks in the workplace, including measures to prevent mental and corporal fatigue due to e.g. insufficient rest;
- 提供适当的控制措施、安全工作程序、充分的维护和必要的保护措施,以减轻工作场所的健康和安全风



险,包括防止因休息不足等而导致精神和身体疲劳的措施;

- Develop, implement and properly testing emergency management programs designed to prevent accidents and avoid injury to people;
- 制定、实施并适当测试旨在预防事故和避免人员受伤的应急管理计划;
- Provide proper training and information programs in order to educate and commit their workforce on risk management and protective measures;
- 提供适当的培训和宣传计划,以便对其人员进行风险管理和保护措施方面的宣传教育;
- Protect their workforce from any chemical, biological and physical hazards in the workplace, as well as from risks associated with any infrastructures used by their workforce;
- 保护其人员免受工作场所的任何化学、生物和物理危害,以及与人员使用的任何基础设施相关的风险;
- Manage their Suppliers and contractors applying and expecting the same responsible approach on health and safety management at the respective operations.
- 管理其供应商和承包商,要求其在各自的运营中采用同样负责的健康和安全管理方法。

2.8 Non-discrimination and fair treatment

2.8 不歧视和公平对待

Suppliers shall treat everyone with dignity and respect and provide equal employment opportunities and conditions based on the individual's ability to do the job, regardless of personal characteristics such as gender, gender identity and expression, sexual orientation, nationality, ethnic origin, social background, skin color, religious beliefs, political or other opinions, trade union affiliation, veteran status, disability, age, physical or mental disease, marital status, pregnancy, parenting or care-giving situation, as well as any other personal characteristics protected by national, international, regional and/or local laws and regulations.

供应商应以尊严和尊重对待每一个人,并根据个人的工作能力提供平等的就业机会和条件,无论个人特征,如性别、性别认同和表达、性取向、国籍、民族血统、社会背景、肤色、宗教信仰、政治或其他观点、工会隶属、退伍军人身份、残疾、年龄、身体或精神疾病、婚姻状况、怀孕、抚养或赡养情况,以及受国家、国际、地区和/或地方法律法规保护的任何其他个人特征。

Every aspect of the working life including selection stages, decisions regarding remuneration, professional classification, assignment of duties, training and career progression shall exclusively be determined on the basis of the skills, experience and professional potential that people have and the results achieved. Wage equity shall be guaranteed on equal merit-based conditions.

职场生活的每个方面,包括招聘阶段、关于薪酬的决定、专业分类、职责分配、培训和职业发展,都应完全根据人员拥有的技能、经验和专业潜力以及取得的成果来确定。工资公平应在以业绩为基础的同等条件下得到保证。

Suppliers shall not tolerate humiliating or physical punishment or allow any verbal, psychological, physical or sexual harassment or abuse in the working environment and shall commit to the prevention and elimination of such behaviors.

供应商不得容忍羞辱或体罚,或允许在工作环境中进行任何口头、心理、身体或性骚扰或虐待,并应致力于防止和消除此类行为。

2.9 Freedom of association and collective bargaining

2.9 自由结社和集体谈判

Suppliers shall recognize the right of its employees to form, join or not join trade unions or any other form of association and representation, as well as to collective bargaining, to the maximum extent permitted by national, international, regional and/or local laws and regulations.

供应商应在国家、国际、地区和/或地方法律法规允许的最大范围内,承认其雇员有权组建、加入或不加入工会或任何其他形式的协会和组织以及开展集体谈判。

Suppliers shall guarantee to employees the right to discuss freely working condition and share concerns



with management, with no fear of punishment, retaliation or discrimination.

供应商应保证雇员有权自由讨论工作条件,并与管理层共享担忧,无需担心受到惩罚、报复或歧视。

2.10 Rights of indigenous people and land grabbing

2.10 原住民的权利和土地掠夺

Suppliers shall recognize and respect the rights of local communities and indigenous people, safeguarding their cultural and natural heritage and local traditions and customs.

供应商应承认并尊重当地社区和原住民的权利,保护其文化和自然遗产以及当地传统和习俗。

Suppliers shall not harm local living standards and economic conditions of the communities in which it operates, with specific attention to vulnerable groups, including but not limited to indigenous people, ethnic or religious minorities, women and children.

供应商不得损害其经营所在社区的当地生活水平和经济条件,特别关注弱势群体,包括但不限于原住民、少数民族或宗教少数群体、妇女和儿童。

Suppliers shall not engage directly nor indirectly in illegal acquisition of land or the illegal deprivation of land, forests or waters that secure a persons living. Suppliers shall guarantee adequate compensation for land acquisition or rent, recognizing the rights of existing land users and local communities.

供应商不得直接或间接参与非法获取土地或非法剥夺人们赖以生存的土地、森林或水域。供应商应保证对土地购置或租赁给予充分补偿,承认现有土地使用者和当地社区的权利。

2.11 Use of internal security or third party security companies

2.11 使用内部安保或第三方安保公司

Suppliers shall ensure proper instruction and control procedures when contracting or using own or third party private security companies. It must be ensured that the internal security or third party security companies will not disregard the human rights, use cruel treatment, violate the right of physical integrity or impair the freedom of association.

供应商在聘请或使用自有或第三方私人安保公司时,应确保有适当的指示和控制程序。必须确保内部安保或第三方安保公司不会无视人权、残酷对待、侵犯人身安全权利或损害结社自由。

3. ENVIRONMENT

3. 环境

Pirelli expects its Suppliers to comply with national and international environmental regulations and standards and to operate an effective and certified environmental management system according to ISO 14001, Eco-Management and Audit Scheme (EMAS) or equivalent.

倍耐力要求其供应商遵守国家和国际环境法规和标准,并根据ISO 14001、生态管理和审计计划(EMAS)或同等标准实施有效且经认证的环境管理体系。

Suppliers are expected to manage and improve their environmental performances, reducing the impacts related to their products and services, on a life cycle perspective, according to the precautionary principle especially when natural resources needed to sustain food production, access to drinking water, access to sanitary facility or a person's health are impaired.

供应商应根据预防原则,从生命周期角度管理和改善其环境绩效,减少与其产品和服务相关的影响,尤其是维持食品生产所需的自然资源、饮用水供应、卫生设施供应或个人健康受损时。

Suppliers, beyond the compliance to the legal requirements, are expected to prevent, reduce and mitigate any form of environmental pollution (air, water, soil & groundwater, etc.), to prevent environmental accidents and to promptly recover and restore in case they occur.

除遵守法律要求外,供应商应防止、减少和减轻任何形式的环境污染(空气、水、土壤和地下水等),防止 环境事故的发生,并在发生事故时及时予以恢复。

Suppliers are expected to identify the significant environmental impacts related to their business, develop



and implement plans for their improvement and specific key performance indicators to monitors theirs performances.

供应商应识别与其业务相关的重大环境影响,制定和实施改进计划,并制定具体的关键绩效指标,以监控其绩效。

Suppliers shall monitor, record, document and upon request provide Pirelli with environmental quantitative data and performances, Life Cycle Inventories/Assessment reports or Environmental Footprints.

供应商应监控、记录并应要求向倍耐力提供环境定量数据和绩效、生命周期清单/评估报告或环境足迹。

3.1 Biodiversity and Natural Resources Preservation

3.1 生物多样性和自然资源保护

Suppliers are expected to actively contribute to the protection of natural eco-systems, relevant biodiversity and eco-system services, to prevent the overexploitation of natural resources, to promote ecosystems restoration, to stop any contribution to deforestation, forest degradation and/or conversion, and to act in line with the internationally recognized *High Conservation Value* (HCV) and *High Carbon Stock* (HCS) approaches.

供应商应积极参与自然生态系统、相关生物多样性和生态系统服务的保护,防止自然资源的过度开发,促进生态系统的恢复,阻止森林砍伐、退化和/或转化,并遵循国际公认的高保护价值(HCV)和高碳储量(HCS)方法。

Suppliers are expected to identify, trace, monitor and upon request also share with Pirelli their use of natural resources (e.g. raw materials, freshwater, fossil and renewable fuels, etc.), analyzing their material impacts, their level of influence, the actions to be implemented and the targets to be pursued in order to reduce natural resources use and consumption.

供应商应识别、跟踪、监测并应要求与倍耐力分享其对自然资源(如原材料、淡水、化石燃料和可再生燃料等)的使用情况,分析其材料影响、影响程度、待实施的行动和要实现的目标,以减少自然资源的使用和消耗。

Suppliers operating in sites containing critical biodiversity⁴ are expected to adopt the mitigation hierarchy model (avoid, minimize, restore & offset) to protect and enhance biodiversity.

在包含关键生物多样性⁴的地点运营的供应商应采用缓解层次模型(避免、最小化、恢复和补偿),以保护和增强生物多样性。

3.2 Circular Economy

3.2 循环经济

Suppliers are expected to support the use and the development of renewable5 and recycled6 raw materials.

供应商应支持可再生5和可回收6原材料的使用和开发。

Suppliers are expected to develop processes and product/services clearly designed to optimize the use of the resources, progressively substituting non-renewable resources with renewable or recycled ones, to be recyclable and recoverable, to prevent the waste production, to reduce their hazardousness and maximize the amount of waste sent to recovery operations and preferably to material recycling, in line with the Circular Economy model. For product and services supplied to Pirelli, reusable and returnable packaging are strongly invited.

供应商应开发明确用于优化资源使用的工艺和产品/服务,逐步用可再生或可回收资源替代不可再生资源,防止废物产生,减少其危险性,并按照循环经济模式最大限度地将废物送至回收机构(最好是材料回收)。对于供应给倍耐力的产品和服务,强烈建议使用可重复使用和可回收的包装。



- ⁴ Critical Biodiversity can include: 1. Globally and Nationally important biodiversity (legally protected areas, habitats, and species); 2. Internationally recognized areas: World Heritage Sites, Ramsar Wetlands, UNESCO MAB; 3. Species classified as Critically Endangered, Endangered, or Vulnerable on the IUCN Red List, endemic species.
- 4 关键生物多样性包括: 1. 全球和国家重要的生物多样性(法律保护区、栖息地和物种); 2. 国际公认区域: 世界遗产地、拉姆萨尔湿地、教科文组织人与生物圈; 3. IUCN红色名录中列为极度濒危、濒危或脆弱物种的物种,特有物种。
- ⁵ Renewable Materials are natural resources, such as agricultural product or biomass, that, after exploitation, can return to their previous stock levels by natural processes of growth or replenishment (*), on a human time scale (**). Fossil resources and minerals are not renewable resources. Definition based on: (*) OECD glossary definition at https://stats.oecd.org/glossary/detail.asp?ID=2290); (**) ISO 17422:2018(en) Plastics Environmental aspects General guidelines for their inclusion in standards;
- ⁵ 可再生材料是指在利用后可以通过自然生长或补充过程(*)在人类时间尺度(**)上恢复到其先前的储备水平的自然资源(如农产品或生物质)。 化石资源和矿物不是可再生资源。定义依据:(*)*经济合作与发展组织*词汇表定义(https://stats.oecd.org/glossary/detail.asp?ID=2290);(**)ISO 17422:2018 塑料-环境因素-将其纳入标准的一般指南;
- ⁶ Recycled materials are materials derived from the conversion of waste, by means of any recovery operation which returns substances or materials used to fulfil a particular function, in place of virgin raw materials. Recycled materials are no more classified as a waste. Recycled materials do not include materials that are to be used as fuels, as other means to generate energy, or for backfilling operations. Definition based on Dir 2008/98/EC "Waste Framework Directive";
- ⁶ 基于**Dir 2008/98/EC** "废物框架指令"的定义,可回收材料是指通过任何回收作业(将用于实现特定功能的物质或材料返回,以代替原始原材料)从废物转化中获得的材料。可回收材料不再被归类为废物。可回收材料不包括用作燃料、其他产生能量或回填作业的材料。

3.3 Waste Management

3.3 废物管理

Suppliers are expected to operate a waste management system to responsibly handle the produced waste, with special attention to hazardous waste, in compliance with applicable regulations. Suppliers are expected to ensure that transboundary movements of hazardous wastes and their disposal are compliant to the Basel Convention.

供应商应实施废物管理系统,按照适用法规负责任地处理产生的废物,特别注意危险废物。供应商应确保危险废物的越境转移及其处置符合《巴塞尔公约》。

3.4 Greenhouse gases emissions reduction

3.4 温室气体减排

Pirelli's Suppliers' base have a huge impact on the carbon footprint of Pirelli's products.

倍耐力的供应商基地对倍耐力产品的碳足迹有巨大影响。

Pirelli demands its Suppliers to provide transparency regarding emissions data from their own operations as well as from upstream activities.

倍耐力要求其供应商就其自身运营和上游活动的排放情况提供透明的数据。

Suppliers are expected to improve their energy efficiency and to increase their use of energy from renewable sources, setting scientifically sound GHG reduction targets aimed at a progressive decarbonisation of their operations and supply chain.

供应商应提高其能源效率,增加可再生能源的使用,制定科学合理的温室气体减排目标,以逐步实现其运营和供应链的脱碳。

Suppliers, upon request, shall supply Pirelli with products and services produced using renewable energy, and provide the proof of the origin of the renewable energy allocated the supply for Pirelli.

供应商应根据要求向倍耐力供应使用可再生能源生产的产品和服务,并提供所用这些可再生能源的来源证明。

Upon request Suppliers shall share with Pirelli information on products and/or services GHG emissions (scope 1, 2 and 3), from cradle to Pirelli Gate and calculated according to globally recognized international standards (GHG Protocol, ISO 14064, ISO 14067, etc.).

根据要求,供应商应与倍耐力分享产品和/或服务的温室气体排放(范围1、2和3,从摇篮到倍耐力大门,并



根据全球公认的国际标准(温室气体核算体系、ISO 14064、ISO 14067等)计算)方面的信息。

3.5 Water preservation

3.5 水资源保护

Water is a vital resource. Suppliers are expected to responsibly preserve and manage water resources ("Water Stewardship"), optimize their water use, set targets to reduce its exploitation and returning water with a quality suitable for the interested ecosystem, with special care of those located in water stressed area or those with a high environmental and biodiversity value, possibly beyond the legal requirements.

水是一种必不可少的资源。供应商应负责任地保护和管理水资源("水管理"),优化其用水,设定目标以减少其开采,并返回适合相关生态系统的质量的水,特别关注那些位于缺水地区或具有高环境和生物多样性价值的水资源,可能超出法律要求。

Suppliers are called upon to adopt solutions aimed at wastewater reuse, also by means of dedicated treatments.

呼吁供应商采用废水再利用解决方案,也可进行专门处理。

3.6 Single Use Plastic

3.6 一次性塑料

Suppliers are expected to commit for the elimination of single use plastics from supplies and, upon request, to share with Pirelli their roadmaps and targets to this aim.

供应商应承诺从供应中消除一次性塑料,并应要求与倍耐力分享其实现这一目标的路线图和目标。

4. RESPONSIBLE MANAGEMENT OF MATERIALS

4. 材料负责任管理

Materials are all chemicals, natural and synthetic polymers, textiles, metallic products and process auxiliaries used in the manufacturing of tyres and related businesses, there considering also materials for packaging.

材料包括用于轮胎制造和相关业务的所有化学品、天然和合成聚合物、纺织品、金属制品和工艺助剂,也包括包装材料。

Pirelli applies and supports the technical indications concerning a development model based on a sustainable chemistry⁷ provided by the Organisation for Economic Cooperation and Development (OECD).

倍耐力应用并支持经济合作与发展组织(OECD)提供的基于可持续化学7的发展模式的技术指标。

In order to advance social responsibility and business ethics concerning management of materials, Suppliers are invited to go beyond the compliance with legal provisions, national laws and regulations, drawing upon technical "best practices" and internationally recognized standards as well.

为了推进与材料管理有关的社会责任和商业道德,我们鼓励供应商超越法律规定、国家法律法规的要求,借鉴技术上的"最佳实践"和国际公认标准。

Pirelli encourages its Suppliers of materials to engage in globally recognized, robust third-party audited certification systems of the environmental, social and business ethics sustainable governance of the materials supply chain starting from upstream level.

倍耐力鼓励其材料供应商实施针对从上游开始的材料供应链的环境、社会和商业道德可持续治理的全球公认的、完善的第三方审核认证体系。

4.1 Hazardous Materials

4.1 有害物质

Suppliers must comply with all applicable laws and regulation regarding formal duties about commercial



products supplied to Pirelli, adopting best productive practices and addressing their potential environmental, health and safety concerns as prescribed by the highest internationally recognized standards and regulations.

供应商必须遵守与向倍耐力供应的商业产品的正式职责相关的所有适用法律法规,采用最佳生产实践,并按照最高国际公认标准和法规的规定解决其潜在的环境、健康和安全问题。

Pirelli requires 100% declaration of all substances contained in the products delivered to Pirelli. Based on

⁷ "Sustainable chemistry is a scientific concept that seeks to improve the efficiency with which natural resources are used to meet human needs for chemical products and services. Sustainable chemistry encompasses the design, manufacture and use of efficient, effective, safe and more environmentally benign chemical products and processes" (Definition of Sustainable Chemistry, OECD website).

^{7 &}quot;可持续化学是一个科学概念,旨在提高利用自然资源满足人类对化学产品和服务的需求的效率。可持续化学包括设计、制造和使用高效、有效、安全和更环保的化学产品和工艺"(可持续化学的定义,源自经济合作与发展组织网站)。



international standards and regulations, Suppliers shall appropriately identify hazardous chemicals and mixtures and disclose them to Pirelli, also ensuring that they are handled, used, transported, stored, recycled and disposed in a safely way.

倍耐力要求百分之百声明交付给倍耐力的产品中所含的所有物质。根据国际标准和法规,供应商应适当标识 危险化学品和混合物,并将其披露给倍耐力,同时确保其以安全的方式进行处理、使用、运输、储存、回收 和处置。

Suppliers are required to educate and train employees and materials Suppliers on health, safety and environmental aspects of hazardous materials through the tools and documents set forth by the aforementioned international standards and regulations.

供应商应通过上述国际标准和法规规定的工具和文件,就有害物质的健康、安全和环境方面对员工和材料供应商进行教育和培训。

4.2 Conflict minerals

4.2 冲突矿产

Suppliers shall recognize the risk, concerning mining and trading of minerals to be used as raw materials, of adverse impacts to human rights violations, conflicts, child labor, illegal operations and unsafe health and safety conditions.

供应商应认识到与用作原材料的矿产的开采和贸易有关的对侵犯人权、冲突、童工、非法作业以及不安全的健康和安全条件的不利影响风险。

Suppliers shall conduct responsible supply chain management of any mineral potentially critical, with specific attention to those coming from Conflict Affected and High-Risk Areas, maintaining an active due diligence program by means of the procedures and tools by the Organization for Economic Cooperation and Development (OECD) and by the Responsible Minerals Initiative (RMI).

供应商应对任何潜在关键矿产进行负责任的供应链管理,特别关注来自受冲突影响和高风险地区的矿产,并通过经济合作与发展组织(OECD)和负责任矿产倡议(RMI)的程序和工具维持积极的尽职调查计划。

With specific reference to:

具体包括:

- "3TG", namely gold, columbite-tantalite, cassiterite, wolframite and their derivatives (like tantalum, tin and tungsten);
- "3TG",即金、铌钽矿、锡矿、黑钨矿及其衍生物(如钽、锡和钨);
- Cobalt;
- 钴:
- Natural Mica;
- 天然云母;
- Any other mineral mined, refined or traded in conditions of armed conflict or human rights abuses, in the Democratic Republic of the Congo, in other countries of the same region in Africa and in any Conflict Affected and High-Risk Areas.
- 在刚果民主共和国、非洲同一地区的其他国家以及任何受冲突影响和高风险地区,在武装冲突或侵犯人权的情况下开采、提炼或交易的任何其他矿产。

Suppliers, where applicable, shall implement a specific due diligence program, in line with the above mentioned internationally recognized procedures and tools, to manage, investigate and trace the source of these minerals in order to ensure that goods provided to Pirelli are in compliance with the requirements mentioned by the relevant standards and laws.

如适用,供应商应根据上述国际公认的程序和工具实施特定的尽职调查计划,以管理、调查和追踪这些矿产的来源,进而确保供应给倍耐力的货物符合相关标准和法律提及的要求。

5. BUSINESS ETHICS



5. 商业道德

Suppliers shall act with fairness, honesty, transparency and responsibility in any business activity and relations with its business partners (including but not limited to Pirelli), public officials or other third parties (either private or public).

供应商应在任何商业活动中以及与业务合作伙伴(包括但不限于倍耐力)、公职人员或其他第三方(私人或公共)的关系中公平、诚信、透明和负责任地行事。

Suppliers shall always comply at least with the minimum standard established by national, international, regional and/or local laws and regulations. Suppliers are expect to comply also with the international best practices, including the standards defined by the relevant international organizations (e.g. International Organization for Standardization (ISO)).

供应商应始终至少遵守国家、国际、地区和/或地方法律法规制定的最低标准。供应商还应遵守国际最佳实践,包括相关国际组织(如国际标准化组织(ISO))制定的标准。

5.1 Fraud and illegal acts

5.1 欺诈和违法行为

Suppliers shall not engage nor tolerate any form of fraud, embezzlement, extortion, insolvency crime, illegal payment or other illegal act.

供应商不得参与或容忍任何形式的欺诈、挪用公款、敲诈勒索、破产犯罪、非法付款或其他非法行为。

5.2 Corruption and bribery

5.2 腐败和贿赂

Suppliers shall reject and prevent any active and/or passive corruption, carried out directly or indirectly, in any context, shape or form, in any affected jurisdiction and even where such activity is acceptable in practice, tolerated, or not prosecuted.

供应商应拒绝并防止在任何相关管辖区内在任何背景下、以任何形式直接或间接进行的任何主动和/或被动腐败,即使此类活动在实践中可以接受、容忍或不被起诉。

Suppliers shall not grant, offer or accept (neither for themselves nor for closely associated persons) bribes, kickbacks, facilitation payments, job opportunities, inappropriate gifts or entertainment, improper donations or improper payments, as well as any other kind of inappropriate favors or benefit to or from business partners (including Pirelli), public officials, or other third parties (either private or public). The above-mentioned behaviors are considered "inappropriate" or "improper" when they impose or are expected to generate a sense of obligation that may affect business decisions, even if they are not carried out with the direct or explicit purpose to obtain advantages or a preferential treatment.

供应商不得向业务合作伙伴(包括倍耐力)、公职人员或其他第三方(私人或公共)提供或从其处收受(不论为其自己还是密切关系人)贿赂、回扣、疏通费、工作机会、不当的礼物或娱乐、不当的捐赠或不当的付款,以及任何其他不当的优惠或利益。当上述行为施加或预期会产生可能影响商业决策的义务感时,即使这些行为并非出于获取利益或优惠待遇的直接或明确目的,也被视为"不当"。

5.3 Fair competition and anti-trust

5.3 公平竞争和反垄断

Suppliers shall operate in compliance with the national, international, regional and/or local laws and regulations to protect and promote fair and free competition.

供应商应遵守国家、国际、地区和/或地方法律法规开展经营,以保护和促进公平自由竞争。

Suppliers shall not carry out practices nor enter into arrangements or agreements with competitors, suppliers, customers or other third parties devoted to restricts or potentially restrict fair and free competition, such as illegal price-fixing, exchange of sensitive information, market sharing, customer allocation or any other illegal or improper practice, at any level of the production or distribution chain.

供应商不得自行或通过与竞争对手、供应商、客户或其他第三方签订安排或协议实施旨在限制或可能限制公平自由竞争的行为,例如生产或分销链任何层面上的非法定价、敏感信息交换、市场分配、客户分配或任何



其他非法或不当行为。

Suppliers shall not abuse a possible market dominant position.

供应商不得滥用可能的市场支配地位。

5.4 Conflicts of interests

5.4 利益冲突

Suppliers shall represent to Pirelli any situation in which private or other external interest conflicts with their job responsibilities with reference to Pirelli.

供应商应向倍耐力声明任何私人或其他外部利益与其向倍耐力承担的工作职责相冲突的情况。

5.5 Export controls and sanction compliance

5.5 出口管制和制裁合规

Suppliers are expected to monitor the evolution of the main national and international sanctions-related laws and regulations₈ addressing, among others: export bans and controls, commodity trade restrictions, financial and banking constraints, arms, repression or dual use equipment embargoes and travel bans.

供应商应监测主要的国家和国际制裁相关法律法规⁸的演变,尤其是出口禁令和管制、商品贸易限制、金融和银行限制、武器、镇压或两用设备禁运和旅行禁令。

Suppliers shall not engage with sanctioned parties (both natural and legal persons) and, where necessary, Suppliers shall disclose promptly and fully to Pirelli any issue arising from such possible engagement.

供应商不得与受制裁方(自然人和法人)接触,必要时,供应商应及时向倍耐力充分披露因此类接触而产生的任何问题。

5.6 Data protection

5.6 数据保护

Suppliers shall protect the personal data of (i) Pirelli's representatives and contact persons and (ii) any other individual whose personal data Pirelli needs to share with Suppliers for whatever purpose, in accordance with any national, international, regional and/or local laws and regulations.

供应商应根据任何国家、国际、地区和/或地方法律法规,保护(i)倍耐力代表和联系人以及(ii)倍耐力出于任何目的需要与供应商分享其个人数据的任何其他个人的个人数据。

Suppliers shall implement adequate organizational and technical security measures to protect said personal data.

供应商应采取适当的组织和技术安全措施来保护上述个人数据。

Where necessary, Suppliers shall disclose promptly and fully to Pirelli all possible breach of information security leading to the accidental or unlawful loss, unauthorized disclosure, alteration, destruction of, or access to, the personal information transmitted, stored or otherwise processed by Supplier.

如有必要,供应商应及时向倍耐力充分披露所有可能违反信息安全的行为,这些行为会导致供应商传输、存储或以其他方式处理的个人信息意外或非法丢失、未经授权的披露、更改、销毁或访问。

⁸ Including, but not limited to, those issued by United Nations, European Union and United States of America.

⁸ 包括但不限于联合国、欧盟和美国发布的法律法规。



5.7 Confidentiality

5.7 保密

Suppliers shall safeguard confidential information of their business partners, implementing adequate measures to manage properly the collection, storage, use and sharing of such information as well as to prevent misuse, counterfeit, falsification, theft and undesired disclosure of data. Suppliers are expected to manage information according to the "need to know" and "least privilege" principles.

供应商应保护其业务合作伙伴的机密信息,采取适当措施妥善管理此类信息的收集、存储、使用和共享,并防止数据的滥用、伪造、篡改、盗窃和意外披露。供应商应根据"有必要知道"和"最小特权"原则管理信息。

Suppliers shall treat any information they obtain from Pirelli, or which Suppliers become aware of, during business relationship (or in every respect related to Pirelli) in accordance with national, international, regional and/or local laws and regulations and contractual terms, including non-disclosure agreements (where applicable). Where no otherwise specified, Suppliers shall not disclose to third parties any information they obtain from Pirelli, or which Suppliers become aware of, during business relationship.

供应商应根据国家、国际、地区和/或地方法律法规和合同条款,包括保密协议(如适用),处理其在业务关系期间(或与倍耐力相关的各个方面)从倍耐力获得的或知悉的任何信息。除非另有规定,供应商不得向第三方披露其在业务关系期间从倍耐力获得的或知悉的任何信息。

5.8 Intellectual property

5.8 知识产权

Suppliers shall respect the intellectual property rights of Pirelli and any third party with diligence and seriousness. Suppliers shall not tolerate the use of counterfeit parts at any level of the production chain.

供应商应勤勉认真地尊重倍耐力和任何第三方的知识产权。供应商不得容忍在生产链的任何层面使用假冒零件。

5.9 Governance, compliance and appropriate records

5.9 治理、合规和适当记录

Suppliers are expected to adopt a proper governance and compliance system, including policies, procedures, management practices, risk assessment and internal controls, with the aim to guarantee transparency and accountability, to comply with national, international, regional and/or local laws and regulations and business partners' requirements and to prevent any form of fraud or other illegal or improper activity.

供应商应采用适当的治理和合规体系,包括政策、程序、管理实践、风险评估和内部控制,以确保透明度和责任制,遵守国家、国际、地区和/或地方法律法规和业务合作伙伴的要求,及防止任何形式的欺诈或其他非法或不当活动。

Suppliers shall obtain permits and licenses to perform their business, where required by national, international, regional and/or local laws and regulations.

如果国家、国际、地区和/或地方法律法规要求,供应商应获得开展业务的许可证和执照。

Suppliers shall keep appropriate records of its business and related administrative activities, especially accounting bookkeeping, to ensure compliance with national, international, regional and/or local laws and regulations and generally recognized business practices.

供应商应保留其业务和相关行政管理活动的适当记录,特别是会计簿记,以确保遵守国家、国际、地区和/或地方法律法规和公认的商业惯例。

Suppliers are expected to adopt whistleblowing and/or grievance mechanism allowing complaints and comments, both from internal and external stakeholders, also anonymously, without any retaliation, and to adopt proper actions to solve the issues identified.

供应商应采用匿名举报和/或投诉机制,受理来自内部和外部利益相关方的投诉和意见,严禁任何打击报复, 并采取适当行动解决发现的问题。



6. DUE DILIGENCE

6. 尽职调查

To verify Suppliers' compliance with this document Pirelli reserves the right to perform a due diligence process based on the "OECD Due Diligence Guidance for Responsible Business Conduct", there including the performance of third-party onsite audits at Suppliers' facilities.

为核实供应商是否遵守本文件,倍耐力保留根据《经济合作与发展组织负责任商业行为尽职调查指南》进行尽职调查的权利,包括在供应商场所进行第三方现场审核。

In case of non-compliance with this Code, refusal to set a recovery plan or failure to implement an agreed recovery plan, may lead to the suspension or termination of Pirelli's business relations with the Suppliers at issue.

如果不遵守本准则、拒绝制定恢复计划或未实施商定的恢复计划,可能会导致倍耐力与相关供应商的业务关系中止或终止。

Upon request, Pirelli requires collaboration between Suppliers and sub-Suppliers with the target to obtain maximum transparency in relevant high-risk supply chains, to the source of origin if needed.

根据要求,倍耐力要求供应商和次级供应商合作,以期在相关高风险供应链(必要时包括原产地)中获得最大的透明度。

All Suppliers are called upon to implement a due diligence process themselves, to ensure that their supply chain comply with the standards and rules set out in this document, as well. This includes, but is not limited to contractual agreements, a Supplier policy for sustainable procurement and audits. Suppliers shall map their supply chain to effectively identify, analyze and prioritize material Sustainability risks and take appropriate measures to address them properly.

呼吁所有供应商自行实施尽职调查流程,以确保其供应链也符合本文件中规定的标准和规则。这包括但不限于合同协议、可持续采购和审核的供应商政策。供应商应绘制其供应链图,以有效识别、分析和优先考虑重大可持续性风险,并采取适当措施妥善应对。

7. COMPLAINT PROCEDURE

7. 投诉程序

Pirelli provides its Suppliers and all Stakeholders with a <u>"Group Whistleblowing Policy - Group Reporting Procedure"</u> published on Pirelli website. For Natural Rubber supply chain related complaints, a specific Grievance Procedure is also available within the <u>Pirelli Sustainable Natural Rubber Policy</u>, published on Pirelli website.

倍耐力为其供应商和所有利益相关方提供《<u>集团举报政策-集团报告程序</u>》(发布在倍耐力网站上)。对于与天然橡胶供应链相关的投诉,《<u>倍耐力可持续天然橡胶政策</u>》(发布在倍耐力网站上)也提供了具体的投诉程序。

All Suppliers are called upon to publish a whistleblowing and/or grievance mechanism themselves, putting this available to both internal and external stakeholders, allowing also anonymous complaints, granting no retaliation, and to adopt proper actions to solve the issues identified, requiring the same action to their own Suppliers.

呼吁所有供应商自行公布举报和/或投诉机制,向内部和外部利益相关方公开,允许匿名投诉,严禁打击报复,并采取适当行动解决发现的问题,并要求自己的供应商采取同样的行动。