

SUPPLIER CONDUCT PRINCIPLES

1. RELATIONSHIP WITH APPLICABLE LAWS

In addition to complying with the provisions of these Supplier Conduct Principles (hereinafter the "**Principles**"), the Supplier shall comply with all national laws and all laws applicable to the Supplier and its operations. Where the requirements of such applicable laws and the Principles differ, or are in conflict, the Supplier shall comply with the highest standard consistent with applicable laws.

2. HUMAN RIGHTS

The Supplier shall respect internationally recognised human rights, including those expressed in the United Nations International Bill of Human Rights.¹

The Supplier shall conduct its business consistently with the United Nations Guiding Principles on Business and Human Rights.²

3. LABOUR RIGHTS AND WORKING CONDITIONS

3.1 Fundamental labour principles and rights

The Supplier shall respect internationally recognized rights and principles as set out in the International Labour Organization's Core Conventions³ and Declaration on Fundamental Principles and Rights at Work.⁴

3.2 Freedom of Association and the Right to Collective Bargaining

The Supplier shall recognise and respect the right to freedom of association and the right to collective bargaining of its employees and/or workers ("**Worker**" or "**Workers**") consistent with national laws and regulations.

The Supplier shall effectively inform Workers that they are free to join or not to join a Worker's organisation of their choosing consistent with national laws and regulations. Their doing so will not result in any negative consequences to them, or retaliation, from the Supplier. The Supplier shall not interfere with the establishment, and operation of such Workers' organisations.

Where the right to freedom of association or to collective bargaining are restricted under national law, the Supplier shall allow Workers to freely elect their own representatives.

3.3 Forced Labour

The Supplier shall not employ or use any form of forced, bonded or compulsory labour, and shall strictly prohibit any form of slavery or human trafficking. The Supplier shall at all times have a written policy in relation to such matters, and shall ensure the policy's effective

¹ The Universal Declaration of Human Rights (1948), the International Covenant on Civil and Political Rights (1966) and its two Optional Protocols, and the International Covenant on Economic, Social and Cultural Rights (1966).

² HR/PUB/11/04 (2011), http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

³ Freedom of Association and Protection of the Right to Organise Convention, 1948 (No.87); Right to Organise and Collective Bargaining Convention, 1949 (No. 98); Forced Labour Convention, 1930 (No. 29); Abolition of Forced Labour Convention, 1957 (No. 105); Minimum Age Convention, 1973 (No. 138); Worst Forms of Child Labour Convention, 1999 (No. 182); Equal Remuneration Convention, 1951 (No. 100); Discrimination (Employment And Occupation) Convention, 1958 (No. 111).

⁴ 1998 Declaration on Fundamental Principles and Rights at work

implementation within its organisation. In particular, the Supplier shall establish and implement appropriate systems to ensure that no form of forced, bonded or compulsory labour, or slavery or human trafficking is employed or used within the Supplier's operations and its supply chain.

All work must be voluntary and Workers shall be free to leave their employment upon giving reasonable notice.

Workers shall not be required to lodge deposits, identity papers or work permits as a condition of employment.

3.4 **Child Labour**

The Supplier shall not employ or use child labour.

A child means any person under 15 years of age, unless national laws and regulations stipulate a higher mandatory school leaving or minimum working age, in which case the higher age shall apply. "Child labour" means any work by a child, unless it is considered acceptable under the International Labour Organization's Minimum Age Convention 1973 (No. 138).

The Supplier shall ensure that no child or any other person under the age of 18 performs any hazardous work, or work that is inconsistent with such person's personal development. In these Principles 'hazardous work' means, but is not limited to, work which exposes the child or other person under the age of 18 to physical, psychological or sexual abuse; work underground, under water, at dangerous heights, in confined spaces; work with dangerous machinery, equipment and tools, or which involves the handling or transport of heavy loads; work in an unhealthy environment (including exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations potentially damaging to health); work under particularly difficult conditions such as work for long hours or at night or where the child or other person under the age of 18 is unreasonably confined to the premises of the Supplier.

If the Supplier discovers a child employed, or that any child labour is used, by or on its behalf, the Supplier shall take appropriate steps to address the situation immediately and the best interests of the child shall be the primary consideration.

The Supplier shall at all times have a written policy that clearly states the minimum age for Workers, and other requirements of this Principle and the Supplier shall ensure the policy's effective implementation within its organisation. In particular, the Supplier shall establish and implement appropriate systems to ensure that the Supplier shall not employ or use child labour as set out in these Principles.

3.5 **Non-Discrimination**

The Supplier shall promote equality of opportunity and diversity in the workplace.

The Supplier shall not engage in or support any form of discrimination, including based on race, colour, age, sex, sexual orientation, pregnancy, language, disability, religion, political or other opinion, or social origin.

3.6 **Degrading treatment**

All Workers shall be treated with respect and dignity. The Supplier shall not tolerate any degrading treatment towards Workers, such as mental or sexual harassment, discriminatory

gestures, language or physical contact that is sexual, coercive, threatening, abusive or exploitative.

3.7 **Employment Conditions**

The Supplier shall at minimum comply with national laws and regulations. Workers shall be provided with a written employment contract, voluntarily signed by them, prior to performing any work at the Supplier's facility that defines the terms and conditions of employment in a language understandable to the Worker.

The Supplier shall pay a fair and reasonable wage which shall, at minimum, comply with applicable legal and industry standards. The Supplier shall not use deductions from wages as a disciplinary measure.

The Supplier shall ensure that working hours do not exceed the maximum set by national laws and regulations. The Supplier shall ensure that Workers have the right to at least one day off following every six consecutive working days.

4. **HEALTH AND SAFETY**

The Supplier shall promote the good health of Workers, and shall provide and maintain a safe and secure working environment in accordance with applicable laws and internationally recognised standards.

Hazards shall be identified, risk assessed, mitigated and monitored and the necessary precautionary measures taken to prevent accidents, occupational diseases and foreseeable emergency situations. The Supplier shall establish and implement appropriate systems for recording, investigating and implementing learning points from accidents and emergency situations.

The Supplier shall develop and implement a training programme designed to ensure that Workers are adequately educated on health and safety issues. This shall include the nomination and training of Workers at an appropriate level with responsibility for discharging the Supplier's health and safety obligations.

The Supplier shall secure that, where it provides accommodation, it shall be clean, safe and meet the basic needs of the Workers and, where appropriate, their families.

5. **ENVIRONMENT**

The Supplier shall take a precautionary approach towards environmental and climate challenges, ensure that responsible practices for managing environmental impacts are in place, and encourage the development and diffusion of environmentally friendly technologies.

The Supplier shall comply with applicable laws and internationally recognised standards.

The Supplier shall effectively implement an environmental management system in accordance with internationally recognised standards to the extent applicable to the Supplier's operations.

The Supplier shall minimise its environmental impact and continuously improve its environmental and climate performance and work towards, resource efficiency and sustainable waste management.

6. **CONFLICT MINERALS AND UNSUSTAINABLE MINED MINERALS**

To the extent applicable to the Supplier's operations, the Supplier shall have a written policy and procedure in place to avoid knowingly acquiring conflict minerals or unsustainable mined minerals produced at high environmental and social costs.

7. **PRIVACY, FREEDOM OF EXPRESSION AND DATA PROTECTION**

The Supplier shall appropriately recognize and respect privacy and freedom of expression within the Supplier's operations.

The Supplier shall use due skill, care and diligence and implement adequate and documented security controls and take necessary precautions to protect any data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. If the Supplier processes personal data the Supplier shall ensure the care and awareness which is required according to laws and regulations in order to safeguard the interests of the data subjects.

8. **PROHIBITED BUSINESS PRACTICES**

8.1 **Competition**

The Supplier shall always meet competitors in an honest and professional manner. The Supplier shall not cause or be part of any breach of applicable competition laws and regulations, such as illegal cooperation on pricing and illegal market sharing.

8.2 **Bribery, Corruption and Fraud**

The Supplier shall comply with applicable laws and regulations concerning bribery, corruption and fraud.

The Supplier shall not offer, give, ask for, accept or receive any form of bribe, facilitation payment or undue or improper advantage, favour or incentive to/from any public official, international organisation or any other third party (either in private or public sector), whether directly or through an intermediary.

The Supplier shall maintain an effective anti-corruption programme designed to ensure compliance with applicable anti-corruption laws and regulations. The programme shall be proportionate to the risks faced by the Supplier and shall include procedures to monitor compliance and detect and address violations.

8.3 **Gifts and business courtesies**

The Supplier shall not, directly or indirectly, offer or give gifts to the Purchaser's employees or representatives or anyone closely related to these, unless the gift is of modest value. Cash or cash equivalents shall not be offered or given. Hospitality, such as social events, meals or entertainments may be offered if there is a legitimate business purpose involved, and the cost is kept within reasonable limits. Travel expenses for the individual representing the Purchaser shall be paid by the Purchaser. Hospitality, expenses or gifts shall not be offered or given in situations of contract negotiation, bidding or award.

The Supplier shall not, directly or indirectly, offer or give any gifts or hospitality to any third party, including public officials, in order to obtain or retain business or a business advantage for the Purchaser.

8.4 Money Laundering

The Supplier shall be firmly opposed to all forms of money laundering and shall only conduct business with partners involved in legitimate business activities with funds derived from legitimate sources. The Supplier shall take reasonable steps to prevent and detect any illegal form of payments, and prevent its financial transactions from being used by others to launder money.

8.5 Sanctions

The Supplier shall take reasonable steps to ensure that no entity or person subject to United Nations,⁵ European Union⁶ or other applicable sanctions laws and regulations is involved in or unlawfully benefits from the Supplier's operations, including its supply chain, and to prevent involvement in any transaction prohibited by applicable sanctions laws and regulations.

⁵ For a list of persons and entities designated as subject to United Nations sanctions, see <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>

⁶ For a list of persons and entities designated as subject to European Union sanctions, see eeas.europa.eu/cfsp/sanctions/consol_list/index_en.htm