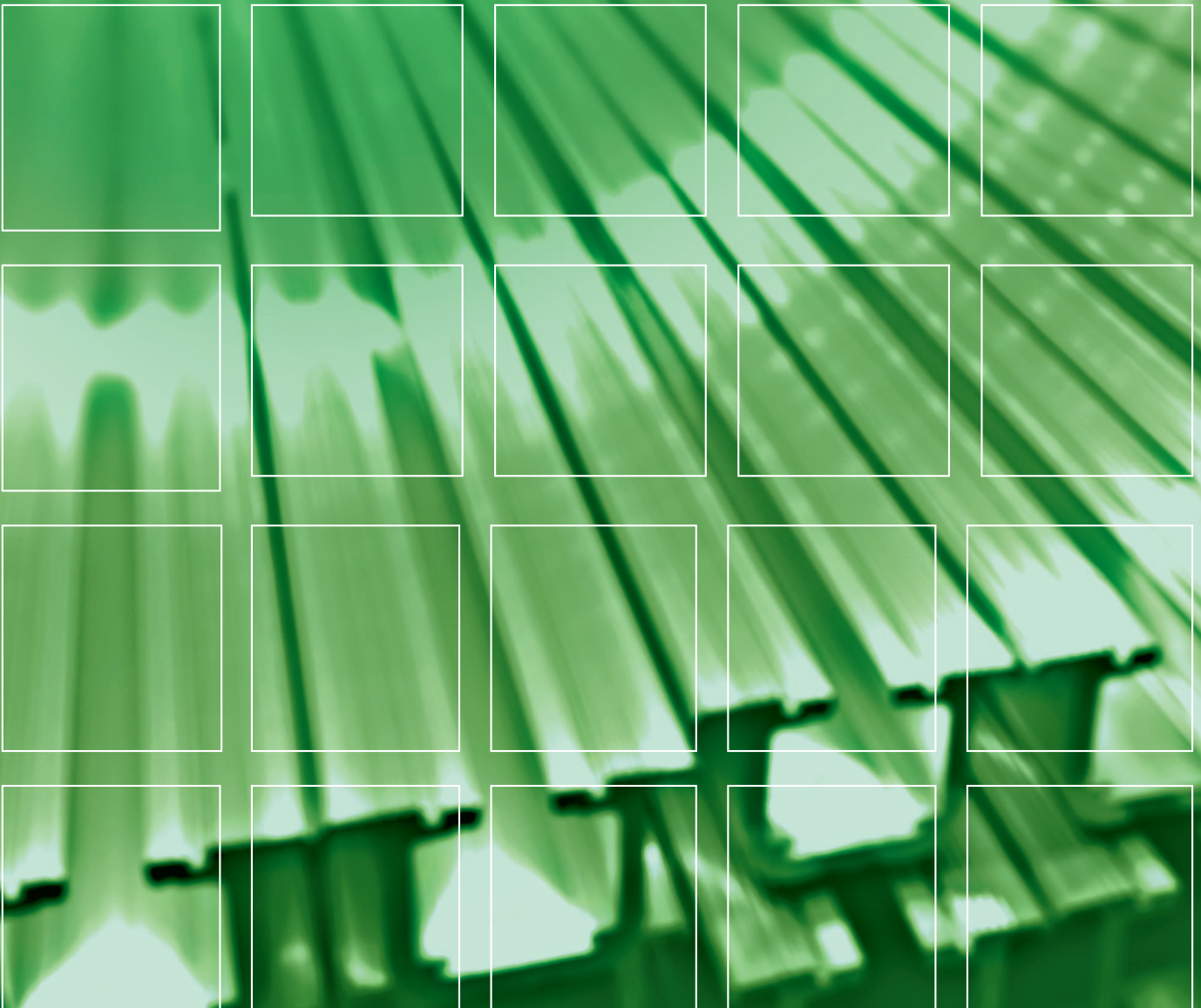


VERHALTENSKODEX FÜR LIEFERANTEN

SUPPLIER CODE OF CONDUCT



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FOREWORD BY THE MANAGEMENT

Dear allsafe partners,

Corporate Social Governance, the Supply Chain Duty of Care Act, compliance guidelines – there are all these and many more regulations, laws and ordinances that together create a more or less legally secure framework for cooperation between companies. Or to put it more provocatively: they purport to create such a framework.

We go one step further here by taking a few steps back: You are our partners and we offer and expect a partnership approach. First and foremost, this means reliability and a trusting, long-term collaboration on an equal footing.

In this booklet, we have written down for you and for us how we envisage this. If you have any questions or suggestions, please feel free to contact us at any time.

Here's to a good working relationship!

Yours



Jens Laufer

Detlef Lohmann

1 ORIENTATION AND GENERAL REQUIREMENTS

1.1 SCOPE OF APPLICATION

The Supplier Code of Conduct applies to the Supplier as a corporate body and its employees, regardless of their status or relationship with the Supplier. The Supplier Code of Conduct therefore also applies to employees who are engaged informally, on short-term contracts, or on a part-time basis as well as permanent, temporary, migrant, student, juvenile, contract workers, and any other type of workers.

1.2 MONITORING

The supplier must be able to demonstrate compliance with the requirements upon request.

The management of the Supplier must assign adequate resources with competence to perform the ongoing work necessary for the organisation to meet the requirements.

Compliance checks may involve a dialogue, requests for self-assessment questionnaires, or on-site compliance audits. Compliance audits may include access to manufacturing facilities, and if provided by the employer, employee canteens and housing, as well as permission to conduct confidential interviews with employees and access to accurate and complete documentation and records related to the Supplier Code of Conduct.

Compliance audits are conducted either by allsafe own employees or by an independent third party appointed by allsafe. The frequency and details of compliance audits will depend on the Supplier's size, complexity and risks identified. When evaluating a Supplier's compliance with the Supplier Code of Conduct and need for remediation to meet the requirements, we will take into consideration the scope, benefit, and applicability of the requirements in relation to the nature of the Supplier's business and the associated risks.

We will only conduct compliance audits at the Supplier's subsuppliers with the Supplier's agreement.

The Supplier must implement and make available appropriate grievance channels and remediation mechanisms to all Employees for them to raise concerns or complaints, but also recommendations and improvement ideas concerning the Supplier's operations, without fear of retaliation.

We treat all business and personal information received in a responsible and legal manner and take measures to ensure that this information remains confidential.

HOW TO UNDERSTAND THE SUPPLIER CODE OF CONDUCT :

REQUIREMENTS

Here are the requirements that allsafe expect the Supplier to comply with within its own operations. The Supplier is also expected to work proactively to ensure that they are integrated, shared, and promoted to subsuppliers.

FOR EXAMPLE

Here are examples of activities that can be taken to meet the requirements.

Additional Supplier-specific sustainability requirements and targets may be defined in commercial agreements.

2 LEGAL COMPLIANCE

2.1 LEGAL COMPLIANCE

Compliance with laws and regulations is fundamental for adhering to the Supplier Code of Conduct. The Supplier must comply with all relevant laws and regulations applicable to its business, as well as with any other applicable industry standards (e.g., collective bargaining agreements) related to the areas covered by the Supplier Code of Conduct.

Where discrepancies arise between the terms of the Supplier Code of Conduct and national laws or other applicable standards, the Supplier must always abide by the higher or more stringent requirements.

In the event of conflict between the principles in this Supplier Code of Conduct and local law, nothing in this Supplier Code of Conduct should be understood as an instruction to break the law.

FOR EXAMPLE:

- Comply with relevant legislation related to:

Human and Labour rights

Health and Safety

Environment

Business Ethics

- Comply with sustainability related product specific legislation.
- Obtain and maintain all legal business permits, approvals and licenses relevant for the operation.

3 HUMAN AND LABOUR RIGHTS

3.1 HUMAN RIGHTS

The Supplier must support and respect the protection of internationally proclaimed human rights and make sure that they are not complicit in human rights abuses.

FOR EXAMPLE:

- Work proactively to respect human rights and do no harm.
- Perform human rights due diligence to identify, prevent, mitigate, and account for how you address the business impact on human rights.
- Evaluate potential impacts of the business to the most vulnerable groups, for example rural communities and indigenous people.

3.2 CHILD LABOR AND YOUNG EMPLOYEES

Child labor is prohibited. The minimum working age is the age of completion of compulsory school but never less than 15 years. Employees between 15-18 years age must be ensured legal working conditions.

FOR EXAMPLE:

- Have a reliable and effective age-verification mechanism as part of the recruitment process, which is not degrading or disrespectful to the employee.
- Employees in the ages between 15-18 are not engaged in hazardous work, nightshifts or work that might be harmful to their physical or mental health, morals or that interferes with their mandatory schooling.
- Apprenticeship programs for employees under the age of 18 is paid and clearly aimed at training.
- In countries with a high risk of child labour, a child labour remediation plan¹ is in place, which describes the actions to be taken in case of child labour occurrence.

¹The remediation must be developed in the best interest of the child and decided in consultation with the child and family. Any measures taken shall always aim to improve, not worsen, each individual child's situation. Any costs for education, including financial support during the education shall be paid by the supplier.

3.3 MODERN SLAVERY

The Supplier must not participate in, or benefit from, any form of forced labour, where people are exploited to work against their will or under pressure from a threat or punishment. This includes bonded labour, forced prison labour, slavery, or human trafficking in any part of the value chain.

FOR EXAMPLE:

- Employees have the right to leave their accommodation and workplace freely during their leisure time.
- Overtime is consensual, unless necessary and mandated according to local laws.
- Employees are not required to surrender original personal certificates or identification documents such as government-issue identification, passports, or work permits as a condition of employment.
- No use of unlawful disciplinary practices such as unfair or illegal deductions from wages, with holding of wages or discontinuing benefits as a disciplinary measure.
- No deposits, fees, fines, loans, or repayment agreements preventing employees from leaving their employment upon providing reasonable notice are allowed.

3.4 DISCRIMINATION AND HARASSMENT

The supplier must treat all personnel with dignity and respect, strive to develop a workplace where people feel included, and safe to contribute.

FOR EXAMPLE:

- Hiring, pay, benefits, training, advancement, discipline, termination, retirement or any other employment-related decisions is based on relevant and objective criteria.
- Not engaging in or supporting discrimination based on age, nationality or ethnicity, religion, political beliefs, sexual orientation, marital status, gender identity or expression, physical ability or other distinguishing characteristics.
- Anyone taking parental leave does not face dismissal or threat of dismissal and is able to return to work in their former employment or equal at the same rate of pay and benefits.
- Employees are protected from acts of physical, verbal, sexual, or psychological harassment, abuse, or threats in the workplace, whether committed by managers or fellow employees.
- Strive to develop a diverse workforce.

3.5 WORKING HOURS, COMPENSATION AND BENEFITS

The employees must be provided with decent working conditions, including working hours, compensation, benefits and leaves in compliance at a minimum with relevant legal requirements or with applicable collective agreements, as well as a legally binding labour contract.

FOR EXAMPLE:

Working hours

- Excessive overtime is not the norm.
- Employees are entitled to at least one day off per week and are given reasonable breaks while working and sufficient rest periods between shifts.

Benefits and leaves

- Employees are offered benefits and insurance as a minimum in accordance with relevant legal requirements, or with applicable collective agreements.
- Employees are granted paid statutory holidays, vacation, sick leave, and parental leave.

Compensation

- Compensation, including overtime hours, paid to employees complies with minimum legal requirements or with applicable collective bargaining agreements.
- Wages are paid on a regular basis without delay.

Legally binding labor contract

- Employees are provided with written, legally binding labour contract in a language that they understand.
- The Supplier does not rely on part-time, short-term or casual labourers, trainees or false apprenticeships to pay lower wages and/or reduce benefits.

3.6 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

All Employees must have the right to lawfully form, join or not join labor unions, bargain collectively, seek representation and join worker's councils in accordance with local law and international conventions.

FOR EXAMPLE:

- Employees can communicate openly and share ideas and concerns with management regarding working conditions without fear of discrimination, intimidation, or retaliation
- Where local law sets restrictions on the right to freedom of association and collective bargaining, Supplier allow alternative forms of employee representation, association, and bargaining.

4 HEALTH AND SAFETY

4.1 OCCUPATIONAL INJURY AND ILLNESS

The Supplier must provide a safe and healthy working environment that minimises work-related injuries and be aware of health and safety risks, including physical and psychosocial risks.

FOR EXAMPLE:

- Perform regular occupational health and safety risk assessments.
- Put adequate control measures in place to prevent and mitigate health and safety hazards by physically removing, replacing or isolating employees from hazards or change the way the work is performed.
- When hazards cannot be adequately controlled, provide the employees with personal protective equipment, appropriate for the risks identified, free of charge.
- Personal protective equipment is used by the employees.
- Ergonomic considerations are included in arranging the work environment.
- Employees performing hazardous work are trained on how to do so safely.
- Relevant first aid kits are easily accessible, and employees are provided necessary medical treatment in case of workplace injury.
- Employees are never disciplined for raising safety concerns or refusing to work under unsafe conditions.
- Employees do not work under the influence of drugs or alcohol.
- Measures are in place to track and report on health and safety performance.

4.2 WORKPLACE CONDITIONS

The workplace must be safe and hygienic. This applies to Supplier's production facilities but also to any company provided accommodation such as dormitories as well as any type of transportation provided by a Supplier to its Employees.

FOR EXAMPLE:

- The work premises must be kept hygienic, well lit, adequately ventilated and kept at acceptable temperatures and noise levels.
- Employees are provided with free access to clean drinking water.
- Hygienic toilets are provided according to the needs and number of employees.
- If accommodation or canteens are provided, they are housed in a building fit for the purpose and regularly checked to maintain fire safety and hygiene standards.
- If accommodation is provided, each employee has the right to their own bed and to a safe sleeping area.

4.3 SAFE BUILDINGS

The supplier must ensure that buildings are safe and used for their intended purposes.

FOR EXAMPLE:

- Working premises have adequate fire safety equipment including functioning fire alarm, accessible fire fighting equipment, emergency evacuation plans and clear evacuation routes.
- Emergency exits are clearly marked and not blocked.
- Evacuation and fire fighting drills and testing of fire alarms are conducted regularly.
- Electrical equipment and wires are safely insulated, equipped with safety fuses and regularly inspected and repaired.

5 CUSTOMER OFFER COMPLIANCE

5.1 PRODUCT COMPLIANCE

The Supplier must comply with relevant product compliance legislation.

FOR EXAMPLE:

- Identify potentially hazardous substances in products and articles used in production.
- Ensure that no forbidden substances are used in the production processes or the products.
- For products intended for the European market, comply with EU legislation such as REACH, RoHS, SCIP (see appendix).

5.2 CONFLICT MINERALS

The Supplier of raw materials and/or components containing tin, tantalum, tungsten, gold or cobalt, must be conscious of the potential link between production of raw materials and armed conflicts or severe violations of human rights and avoid directly or indirectly contributing to it.

FOR EXAMPLE:

- Comply with EU legislation concerning responsible sourcing of conflict minerals if tin, tantalum, tungsten, gold or cobalt is part of the supply chain of delivered products.
- Provide information on the origin and sources of such minerals upon request.
- Depending on the position in the supply chain, source raw materials from responsible sources only.

6 ENVIRONMENT

6.1 BUSINESS ENVIRONMENTAL IMPACT

The supplier must be aware of its impact on water, soil and air from their operations, and be committed to reducing the negative impact on the environment.

FOR EXAMPLE:

- Measures are in place to reduce environmental impact from the operations.
- Working proactively to reduce risks for environmental accidents and having measures in place to limit their negative impact.
- Measures are in place to track and report on environmental performance such as use of energy, water, waste.
- Favour raw materials, components, products and solutions with lower environmental footprint in the production of goods for allsafe.

6.2 CLIMATE IMPACT

The supplier must take action to reduce its climate impact.

FOR EXAMPLE:

- Periodically measure energy used for heating and cooling, purchased electricity and internal transportation (i.e. scope 1 and 2 according to the GHG Protocol)
- Take action to reduce energy consumption.
- Take action to reduce greenhouse gas emissions by switching to energy from renewable sources.

6.3 BIODIVERSITY

The supplier must be aware of and limit the business' impact on biodiversity.

FOR EXAMPLE:

- Taking action to reduce the business' overall impact on biodiversity and natural ecosystems affected by the business' operation.

6.4 CHEMICALS AND HAZARDOUS SUBSTANCES

The Supplier must ensure that chemicals and hazardous substances are handled in a way that is safe for both people and the environment.

FOR EXAMPLE:

- Ensure that chemicals are transported, stored, handled and disposed in a safe manner and that material safety data sheets instructions are followed.
- Apply the precautionary principle by reducing the use of hazardous chemicals, and actively work to replace hazardous chemicals and where applicable substances of very high concern in products with safer alternatives.

6.5 NATURAL RESOURCES AND WASTE

The Supplier must work actively to limit the use of non-renewable, especially virgin materials, and reduce waste.

FOR EXAMPLE:

- Reduce the use of natural and especially virgin materials, for example minerals and metals, crude oil and wood.
- Design products for longevity, that can be produced with minimal material usage and waste, repaired, refurbished, recycled or reused.
- Limit waste to landfills.
- Sort and store waste, including hazardous waste, separately in fractions and transport and dispose it through a qualified and licensed body.

6.6 LOCAL COMMUNITIES

The supplier must operate their business in a respectful way to the surrounding environment as well as local communities.

FOR EXAMPLE:

- Follow local regulations on for example noise or other disturbance from the operations to reduce negative impact on the local community.

7 BUSINESS ETHICS

7.1 ANTI-CORRUPTION AND CONFLICT OF INTEREST

The supplier must have zero tolerance for and work against any form of corruption, extortion, or bribery.

FOR EXAMPLE:

- Not offer, give, ask for or accept any gifts, improper payments, or advantages, whether small or big, that could be interpreted as bribes and/or risk influencing business-related decisions.

7.2 FAIR COMPETITION

The Supplier must have zero tolerance towards any form of practices that can be interpreted as anti-competitive or abuse of a dominant position and be committed to conducting business in an open and transparent manner.

FOR EXAMPLE:

- Negotiate agreements in accordance with fair competition principles.
- Refrain from anti-competitive discussions or entering into anti-competitive agreements, including illegal price-fixing, market sharing, customer allocation or other illegal restrictive practices.

7.3 INTELLECTUAL PROPERTY

The Supplier must respect allsafe's confidential information and intellectual property rights by safeguarding against misuse, mishandling, counterfeit, theft, fraud or improper disclosure.

FOR EXAMPLE:

- The Supplier must respect intellectual property rights and recognise the value of intellectual property such as patents, designs, pictures, trademarks, trade secrets and copyrights. Transfer of technology and know-how must be done in a manner that protects intellectual property rights to abstain from any form of counterfeiting.

7.4 TRADE COMPLIANCE

The Supplier must comply with international sanction regulations and with all relevant export control laws and regulations, and not engage in or cause allsafe to engage in any form of sanction breaches.

FOR EXAMPLE:

- Not conduct any business activity, directly or indirectly, with any Listed Person².
- Not conduct any business activity that is prohibited or restricted under trade sanctions or export control laws applicable.
- Not engage in any transaction that evades or attempts to violate restrictions under any trade sanctions or export control laws applicable.

7.5 PERSONAL DATA PROTECTION

Whenever the supplier is entrusted with personal information about individuals, the supplier shall safeguard it and take appropriate steps to protect it from misuse. All applicable data privacy laws, including if applicable GDPR, shall be observed when collecting, storing, using, processing or sharing personal information about individuals.

FOR EXAMPLE:

- Inform individuals as much as possible about when and why you use their data.
- Only using the type of personal data absolutely necessary to accomplish lawful and reasonable purposes.
- Storing personal data only as long as necessary to fulfill such purposes, and as long as legally required.
- Protecting personal data in your care by taking appropriate technical and organisational security measures.

²A Listed Person refers to a targeted person, company or organisation under sanction. Most sanctions will freeze assets and prohibit trade with Listed Persons.

APPENDIX

INTERNATIONAL NORMS

The Supplier Code of Conduct is built on major international recognised norms as per below:

- The ten principles of the United Nations Global Compact.
- The UN International Bill of Human Rights.
- The OECD Guidelines for Multinational Enterprises.
- The UN Guiding Principles on Business and Human Rights.
- The International Labour Organization's Declaration on Fundamental Principles and Rights at Work.
- The Children's Rights and Business Principles.
- United Nations' Convention on the Rights of the Child.
- The Rio Declaration on Environment and Development.
- The United Nations' Convention on the Elimination of All Forms of Discrimination against Women.
- The United Nations A against Corruption.
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

PRODUCT COMPLIANCE:

- Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).
- Directive (EU) 2018/851 of the European Parliament and of the Council of 30 May 2018 amending Directive 2008/98/EC on waste (reporting of Substances of Concern to the SCIP-database).
- Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment.
- EU Conflict Minerals Regulation (REGULATION (EU) 2017/821 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas).

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