
Supplier code of conduct

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Foreword

This code of conduct is a normative framework for all suppliers and partners that have a commercial relationship with the Hess GmbH Licht + Form. Based on ethical values and precepts, it serves as a basis for cooperative, honest and morally correct cooperation with each individual supplier and partner.

In addition to complying with statutory and legally binding standards that form the minimum requirements, the Hess GmbH Licht + Form also calls on its suppliers to operate according to the principle of sustainability. In other words, ethically social responsibility and ecological functionality are both afforded equal consideration within the supplier relationship.

Along with the Global Compact principles and international guidelines of recognised organisations such as the International Labour Organisation, the Organisation for Economic Co-operation and Development (OECD) and Global Reporting Initiative, the basis for this is also formed by the principles to which the Hess GmbH Licht + Form adheres in its Guiding Principles. The Hess GmbH Licht + Form supplier code of conduct defines the requirements placed on all suppliers of goods and services in relation to sustainable economic management.



Work

No child labour (ILO* Convention 182)

The Hess GmbH Licht + Form strictly prohibits any use of child labour by suppliers. This is understood by the Hess GmbH Licht + Form to mean the physical, intellectual, social or moral exploitation of persons under the age of 18** and consequent limitation of educational and vocational training opportunities.

No forced labour (ILO Conventions 29 & 105)

The Hess GmbH Licht + Form prohibits any work or service that is exacted from a person under the menace of penalty and for which the person in question has not offered himself voluntarily. Furthermore, corporal punishment, threat of violence, unlawful detention, mobbing and abuse to achieve discipline and obedience is also prohibited. The supplier is under obligation to ensure that this form of inhumane work is also prohibited within its supply chain and to verify such by way of the commensurate official documentation.

Working hours

The supplier is to ensure that work carried out by its entire workforce is accomplished in compliance with all applicable laws and regulations pertaining to working hours.

Remuneration and benefits (ILO Convention 100)

Statutory regulations form the binding basis for

- Wages paid
- salaries
- employee benefits
- overtime

and other payments stipulated by the stated regulations.

No discrimination (ILO Convention 111)

There is to be no discrimination within the supplier company or the business relationship on the basis of

- Skin colour
- race
- religion
- gender
- age
- physical condition
- national extraction
- sexual identity

or any other prohibited discriminatory offence punishable by law. The Hess GmbH Licht + Form considers it preferable for the supplier to draft commensurate guidelines in this regard.

* *International Labour Organization*

** *Within the meaning of this convention a child is a person under the age of eighteen, insofar as the law applicable for the child does not stipulate an earlier age of majority.*

Health and safety

Hess GmbH Licht + Form suppliers acknowledge that a healthy and safe working environment increases the quality of products and services, production continuity and work morale. Consequently, they are also to adhere to the following criteria.

Sicherheit am Arbeitsplatz

The supplier is responsible for the safety of employees in relation to all aspects of work in accordance with the general principles of risk prevention, whereby no cost is to be incurred by the employees. The supplier ensures that work equipment, the safety of which depends on installation conditions, is continuously inspected; that other work equipment is regularly inspected; and that such work equipment undergoes exceptional inspection following the occurrence of unusual events, such as natural catastrophes, breakdowns or pollution that may have a detrimental impact on the safety of the work equipment in question.

Health protection

As regards health protection, our partner drafts first aid, fire-fighting and employee evacuation measures deemed necessary in the event of a serious and imminently hazardous situation. Concepts and systems must be in place to treat, monitor and report injuries and illnesses that employees may sustain in the workplace.

Protective equipment

In terms of design and manufacture, personal protective equipment must comply with the relevant EU health and safety provisions. The employer must provide the appropriate equipment free of charge and ensure it is in a perfectly functional and hygienic condition.

Communication

The employer undertakes to instruct, consult with and enable the participation of employees in all issues regarding health and safety in the workplace and ensures that every employee receives sufficient and appropriate instruction in relation to health and safety protection during working hours.

Environment and Sustainability

The supplier assumes ecological accountability for the environment in its area of responsibility and contributes to the conservation of natural resources through an environmentally-friendly approach.

Environmental management systems (e.g. EMAS, ISO 14001)

The supplier undertakes to implement an environmental management system within its company that complies with global standards or statutory regulations, adapt its processes to the system, continuously further develop and commission auditing of such processes or undertake other verifiable measures that meet operational environmental policy criteria.

Prevention of environmental pollution

The supplier will optimally limit the extent of environmental pollution within its scope of activities and attempt to instigate this task supported by innovative systems and procedures. In this regard, particular value is set on reducing emissions of the ecologically harmful carbon dioxide gas.

Reduction of resource consumption

The supplier undertakes to work continuously on products, production procedures and processes that reduce the consumption of resources. Specific consideration should be afforded to the economical consumption of (drinking) water.

Recycling management

The supplier puts into place procedures and mechanisms that guarantee the recycling of waste materials in order to use recycling management to more efficiently organise resource utilisation and enable the recycling of previously processed raw materials. In addition, the supplier provides evidence of its utilisation of a waste management system.

Requirements pertaining to product contents

The supplier undertakes to comply with the requirements of the RoHS EC Directives and the REACH Regulation (as amended). He shall provide the evidence within his legal scope and prove this upon request of Hess GmbH Licht + Form.

Cooperation

It is in the supplier's interest to work together with the Hess GmbH Licht + Form on a continual basis in order to develop innovative solutions to optimally achieve these environmental goals, while at the same time safeguarding their independent interests. Such cooperation is based on a collaborative and mutual exchange of know-how.

Ethics

Intellectual property

The supplier is obliged to use any information made available to it by the Hess GmbH Licht + Form in strict confidence and only within the scope of the business relationship. Concurrently, the Hess GmbH Licht + Form hereby assures all suppliers that sensitive information will be treated confidentially and diligently.

No illegal acceptance of benefits

The supplier is unconditionally committed to preventing and, where necessary, sanctioning corruption, bribery and other immoral conduct of this kind. The supplier is prohibited from offering Hess GmbH Licht + Form employees any cash payments, gifts, loans or valuable items. Excluded are gifts and invitations presented within the normal scope of business hospitality, convention and civility.

Compliance with commercial and capital market regulations

Our suppliers must comply with national and international sanctions, embargoes and other foreign trade restrictions established by law, as well as with applicable energy trading regulations. Our suppliers must also comply with all applicable national and international capital market regulations.

Conflict of interest

Our suppliers ensure - without being asked - that a conflict of interest between them and Hess GmbH Licht + Form does not arise or is stopped after discovery and reported to Hess GmbH Licht + Form.

We hereby commit

_____ (name of the company),

to comply with the above principles.

Place/Date _____

Signature _____

The Hess GmbH Licht + Form reserves the right to regularly check compliance with the aforementioned provisions or have such checked by a qualified appraiser. In cases where actions or circumstances contrary to the code of conduct are established, Hess GmbH Licht + Form reserves the right to demand the implementation remedial measures or, if necessary, cease further cooperation.