Code of conduct for suppliers and business partners

between

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– hereinafter referred to as "FXM" –

and

(Supplier)
(Street)
(City)

– hereinafter referred to as "supplier" –

Foreword

FXM is a modern, global company with a long corporate tradition that has always stood for quality, innovation and performance within the framework of fair competition. The combination of economic with social and ecological objectives has a high priority for FXM.

Especially against the background of many years of experience, FXM is aware of its corporate responsibility towards its employees and business partners as well as towards society and the environment. The foundation for this is behaving in compliance with the law, in accordance with legislation and with integrity to protect the company and its employees as well as to protect third parties.

FXM is expressly committed to the basic values of integrity, sustainability, transparency and responsibility in business transactions and feels under an obligation to comply with national and international principles and standards in the areas of human rights, labour standards, environmental protection and anti-corruption. In that regard, FXM takes into account the conventions of the International Labour Organisation as well as the principles of the United Nations Global Compact.

The success of FXM is based not only on product quality, but above all on the good reputation of the company and the trust placed in it by customers, partners and employees. In this respect, it is both an incentive and a promise for FXM to protect and uphold the law and the values and principles of the company and also expects this from its suppliers and business partners.

This supplier code of conduct lays down the expectations regarding the attitude and behaviour of the suppliers and business partners of FXM and forms the basis for a successful business relationship.

§ 1 Application area

1. This supplier code of conduct applies to all suppliers, i.e. contractual partners who supply FXM with goods, materials or services, and other business partners of FXM and their employees (hereinafter collectively "**business partners**"). In this regard, the supplier code of conduct sets out a minimum standard of behaviour that FXM expects of its business partners. This means that business partners of FXM must comply with the basic principles and values of this supplier code of conduct and act responsibly in business transactions. Insofar as the business partners commission third parties in the context of the business relationship with FXM, FXM expects that these third parties also commit to the basic principles of this supplier code of conduct and undertake to do so.

2. FXM is entitled to adapt the content of this supplier code of conduct. In this case, FXM expects its business partners to accept these changes and also to implement them accordingly.

§ 2 Compliance with the law

The business partners shall abide by the laws and statutes of the respective applicable legal system.

§ 3 Respect for human rights

1. The business partners shall support and respect the regulations in force worldwide on the protection of human rights as fundamental and universal guidelines. They are guided here by the international standards of the United Nations and the conventions of the International Labour Organisation.

2. Specifically, the business partners undertake that they shall

    - not harass, discriminate against or disadvantage anyone without objective reason or tolerate such behaviour because of their ethnic, national or social origin, skin colour, gender, religion or belief, political opinion, age, disability or sexual orientation,

    - not exploit children and young people or employ any employees who have not reached the minimum age of 15,

    - not use forced or compulsory labour and do not accept or promote any form of modern slavery,

    - respect the personal dignity, privacy and personal rights of each individual and prevent corporal punishment and physical, sexual or psychological abuse and harassment,

    - encourage the formation of and participation in employee representative bodies/trade unions and uphold the rights of employees to freedom of association,

    - have a reporting system in place that employees or third parties can use to report violations of the law, human rights violations, or other improper conduct without the threat of retaliation.

§ 4 Health and safety of employees

1. The business partners take responsibility for the health and safety of their employees in order to maintain the well-being of those employees and to prevent accidents, injuries and work-related illnesses.

2. Specifically, the business partners undertake that they shall

    - provide employees with a safe, respectful and diverse working environment,

    - comply with the applicable occupational, health and fire safety regulations,

    - undertake to orientate the working hours to be performed and the remuneration of the employees, including overtime and special services, to the respective national legal regulations or the minimum standards of the respective national economic sectors.

Code of conduct of suppliers and business partners

§ 5 Environmental protection and sustainability

1. The business partners are committed to the sustainable protection of people and nature, are aware of their responsibility towards the environment and strive to minimise environmental pollution and to continuously improve environmental and climate protection. They shall observe the legal norms and international standards on environmental and climate protection while doing so.

2. Specifically, the business partners commit to the

   - careful use of resources and the closed-loop economy (including raw materials, water and energy)

   - promotion of renewable energies and increasing energy efficiency

   - prevention of waste and emissions (including greenhouse gases)

   - use of environmentally-friendly materials and responsible behaviour with chemicals

   - improvement of the water and air quality

   - avoidance of harmful changes to the soil or pollution of the water and air

   - avoidance of harmful noise emissions in compliance with statutory and international standards

3. Business partners should aim for the introduction and application of an environmental management system in accordance with or based on ISO 14001 or an equivalent system.

4. Decarbonisation: The Meiller organisation is striving to implement the goal of the Paris Climate Agreement (COP 21) in the supply chain. Meiller expects suppliers to create transparency with regard to their own emissions and those of upstream supply chains.

5. Conflict raw materials (e.g. tin, tantalum, gold): Meiller requires that its suppliers and their suppliers know the origin of the raw materials and ensure that no conflict raw materials are used.

6. Protection of biodiversity: Meiller expects that the supplier protects natural ecosystems, avoids the exploitation of ecosystems and respects the protection of biodiversity.

7. Handling of waste and hazardous substances: Meiller expects its suppliers to use procedures that follow the requirements of the following conventions:

   - The Stockholm Convention (persistent organic pollutants)

   - The Basel Convention (cross-border shipment of hazardous waste and its disposal)

   - The Minamata Convention (use of mercury)

§ 6 Prevention of corruption and money laundering

1. The business partners stand for transparency and openness in business transactions and reject any form of bribery and corruption or even the attempt to do so.

   - In this respect, they shall ensure that no bribes, kickbacks, improper donations or other improper payments or benefits are granted, offered to or accepted by employees, customers, public officials or other third parties.

   - The business partners shall not offer, directly or indirectly, improper advantages in the form of gifts, hospitality or invitations to improperly influence customers, public officials or other third parties. Nor shall they solicit or accept such improper benefits.

2. The business partners shall ensure that consultant and agent fees are paid only for services actually provided and that they are in reasonable proportion to the service rendered.

3. The business partners shall ensure that neither incoming nor outgoing payments nor other transfers of assets violate the relevant regulations against money laundering.

§ 7 Conflicts of interest and corporate assets

1. The business partners shall not be influenced by financial or personal interests or relationships. Decisions shall be made solely on the basis of factual criteria.

2. The business partners shall use neither the tangible nor intangible assets of FXM for non-business purposes and shall ensure that the assets of FXM are used without harm.

§ 8 Fair competition and business information

1. The business partners shall observe the principles of fair and open competition and abide by the applicable antitrust laws. In this respect, they shall not make any agreements of any kind with competitors on prices, terms and conditions, market sharing, non-competition or other economically sensitive issues, nor shall they exploit any potentially existing market dominance. Agreements also include informal discussions and informal arrangements ("gentlemen's agreements") that aim or bring about one of the restrictions on competition listed above.

2. The business partners shall document and publish their business activities truthfully and in accordance with the law.

§ 9 Foreign trade

The business partners shall always observe the existing regulations and restrictions on international trade in goods, services and information, including the export and import regulations of the countries concerned. This is particularly true of those countries that are excluded from trading due to a trade embargo.

§ 10 Product integrity

The business partners place the highest quality and safety requirements on the products supplied. In doing so, they shall comply with the relevant legal provisions, in particular with regard to

- product safety,

- marking and packaging of products,

- use of hazardous substances and materials,

- product liability and warranty.

§ 11 Data protection, confidentiality and protection of the rights of third parties

1. The business partners shall observe all relevant laws on the protection of personal data of employees, customers, suppliers, business partners and other third parties.

2. The business partners shall respect the property rights of FXM and third parties (patents, copyright and trademark law) and ensure the protection of trade and business secrets. Confidential information shall only be passed on to third parties with the express written consent of FXM.

§ 12 Supply chain and notes

The business partners shall use their best efforts to promote compliance with the contents of this supplier code of conduct among their own suppliers and business partners and, in principle, do not tolerate any violation of the principles contained in this supplier code. Suspicious behaviour shall be reported to FXM management immediately.

§ 13 Compliance with this supplier code

1.   FXM is entitled to check compliance with the requirements specified in §2 to §12 in individual cases after prior notification and in the presence of a representative of the business partner, during regular business hours and in accordance with the applicable law.

2.   In case of a breach of the principles contained in this supplier code, FXM is also entitled to terminate the contracts with the business partners for good cause and to end the business relationship.

FXM

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Place, date

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Name in block capitals   Signature   Function

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Name in block capitals   Signature   Function

Supplier

_____
Place, date

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Name in block capitals   Signature   Function

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Name in block capitals   Signature   Function