



# Supplier Code of Conduct

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## Jauch Quartz GmbH

In der Lache 24

78056 Villingen-Schwenningen

Telefon: +49 (7720) 945 0

E-Mail: [support@jauch.com](mailto:support@jauch.com)

[www.jauch.com](http://www.jauch.com)

Alle Rechte vorbehalten.

Vervielfältigung nur mit unserer Genehmigung gestattet.

# Supplier Code of Conduct

## Preamble

The reputation of Jauch Quartz GmbH and its subsidiaries (Jauch) has grown steadily since its foundation in 1954. Our customers, suppliers, service providers and business partners place their trust in us in a long-term, reliable partnership and the solidity of an independent family business, that develops dynamically and improves continuously. Jauch is responsible for ensuring that the products and services are manufactured in a supply chain that meets the international standards.

In this context, Jauch is committed to an ecologically and socially responsible corporate governance and expects the same approach from all its suppliers. Therefore, the contracting parties agree that the following regulations for a common code of conduct apply. This agreement serves as the basis for all deliveries. The contracting parties undertake to comply with the principles and requirements of this code of conduct and to support each other in doing so. The Supplier undertakes to present this code of conduct to its subcontractors and to endeavor to contractually oblige them to comply with the standards and regulations listed. This agreement comes into force upon signature. A violation of this code of conduct can ultimately be grounds and cause for Jauch to terminate the business relationship, including all associated delivery contracts.

This code of conduct is based on the principles of the UN Global Compact, the standards of conventions of the ILO (International Labor Organization) and the code of conduct of the Electronics Industry (EICC).

Changes to this Code of Conduct by the *Supplier* are prohibited.

## Working Conditions

The *Supplier* agrees to safeguard the human rights of its employees and to treat them with dignity and respect. This refers to all employees including part-time and migrant workers, student interns, temporary workers, full-time employees, and any other form of manpower.

### 1. Free choice of employment

There shall be no forced labor, slave labor, human trafficking, or any other form of comparable labor<sup>1</sup>. All labor must be voluntary, and employees must be free to end their labor or their employment relationship at any time.

In the event that unlawful forced labor, slave labor, human trafficking, or any other form of comparable labor is discovered at the *Supplier*, its remediation plan will be enforced. The *Supplier* will extract the worker from the job, contact the local NGO / regulatory agency supporting the victims in rehabilitation, maintain contact with the NGO / regulatory agency to monitor the wellbeing of the individual and if viable support the worker in getting an alternate job.

The *Supplier* ensures that all employment opportunities are available freely, solely based on the merit of candidates. Neither the *Supplier* nor the workforce providers engaged do accept any payment or benefit either in cash or in kind by the employee for the employment opportunities. The *Supplier* will bear all the cost associated with recruitment of the employee. In case any deviation from above policy is experienced, the expenses will be reimbursed to the employee within a reasonable period of time.

### 2. No child labor

The employment of children is prohibited<sup>2</sup>. Children below 15 years of age, children of school age or those that have not yet reached the minimum age for employment in the respective country shall not be

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<sup>1</sup> ILO-conventions nr. 29 and 105

<sup>2</sup> ILO-conventions nr. 79, 138, 142 and 182

# Supplier Code of Conduct

employed. Employees under 18 years of age shall not perform work that could endanger their health or safety. Where this is the case there shall be special measures put in place to protect the young persons.

In the event that unlawful child labor is discovered at the *Supplier*, its remediation plan will be enforced. The *Supplier* will trace and contact the guardians of the child worker, unite them with the individual by sponsoring their tickets and subsequently the continued education of the child until the completion of school.

## 3. Working hours

The *Supplier* complies with applicable laws and international labor standards regarding maximum permissible working hours<sup>3</sup>. The weekly working hours shall not exceed the respective statutory maximum. The weekly working hours including overtime shall not exceed 48 hours. Emergencies and extraordinary circumstances constitute an exception. Employees shall be entitled to at least one day off per calendar week.

## 4. Wages and employee benefits

Alongside economic circumstances, the requirements for business development and productivity, the remuneration paid to employees shall accord with all applicable national laws on remuneration, which includes laws on the minimum wage<sup>4</sup>, overtime and statutory welfare benefits.

Such remuneration shall furthermore comply with the concept of Living Wage that provides for a decent standard of living which includes food, water, housing, education, health care, transportation, clothing and other essential needs such as a provision for unexpected events.

The *Supplier* will neither retain any original documents such as personal identification documents nor wages of the employees.

## 5. Humane treatment

Employees shall not be subjected to disproportionate stringency or treated in an inhumane manner. This includes inter alia sexual harassment, sexual abuse, physical reprimand and physical and mental abuse. It also applies to the threat of such treatment. The *Supplier* also ensures freedom of expression in the workplace. The engagement or use of security forces is not permitted if their use leads to inhuman or degrading treatment, personal injury or restrictions on freedom of association.

## 6. Prohibition of discrimination

The *Supplier* agrees not to tolerate any unlawful harassment or discrimination within its workforce<sup>5</sup>. The *Supplier's* selection and employment practices as well as its approach for advancement and remuneration or access to training opportunities shall not discriminate against employees based on gender, skin color, age, sexual orientation, ethnic / national / social background, disability<sup>6</sup>, pregnancy, religious / political conviction, trade union membership or family status. Bullying is prohibited and will result in consequences.

## 7. Freedom of association and collective bargaining rights

In line with the relevant national legislation, the *Supplier* grants employees the right to form and join associations and to safeguard their interests<sup>7</sup>. Workers' representatives must be granted free access to

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<sup>3</sup> ILO-conventions nr. 1 (Hours of Work (Industry) Convention), 1919)

<sup>4</sup> ILO-conventions nr. 26 and 131

<sup>5</sup> ILO-conventions nr. 111

<sup>6</sup> ILO-conventions nr. 159

<sup>7</sup> ILO-conventions Nr. 87, 135 and 154

# Supplier Code of Conduct

the workplaces of their colleagues to ensure that they can exercise their rights in a lawful and peaceful manner. In addition, the *Supplier* supports employees' collective bargaining rights<sup>8</sup>.

## 8. Money laundering prevention

The *Supplier* complies with the legal obligations to prevent money laundering and does not participate in transactions designed to conceal or integrate criminal or illegally acquired assets. Money laundering is the process of introducing illegally obtained money or assets into the legitimate financial and economic cycle.

## 9. Alcohol, drugs and tobacco

The *Supplier* prohibits any distribution, sale, purchase, exchange, possession or consumption of illegal drugs in the workplace. The same prohibition applies to alcohol, unless consumption is expressly permitted by the applicable company regulations. Smoking is only permitted in designated areas.

# Health and Safety

The *Supplier* acknowledges that a safe and healthy work environment contributes to improvement in the quality of goods and services and to motivation of the workforce.

## 1. Health and safety at the workplace

The *Supplier* shall ensure that it has organizational systems, processes and / or measures in place in order to comply with national health and safety legislation with an orientation towards international standards regarding health and occupational safety<sup>9</sup>.

The *Supplier* shall identify, assess and take measures to eliminate potential safety risks. The employees shall be informed of potential safety risks and instructed on proper, safe behavior and the corresponding safety measures to be implemented. Should such measures not afford adequate hazard management, the employees shall be provided with suitable personal protective equipment.

Employees are provided with access to sufficient drinking water and clean sanitary facilities.

## 2. Emergency preparedness

The *Supplier* shall identify and evaluate potential emergency situations and events. Their impact shall be minimized by implementing emergency plans and reporting procedures.

# Environment

The *Supplier* acknowledges that environmental responsibility is an integral part of product manufacture. Product development and production processes shall be designed to prevent negative impacts on the environment and natural resources shall be conserved.

## 1. Environmental protection

The *Supplier* confirms that it has implemented systems, processes and / or measures and has obtained the necessary approvals in order to comply with statutory national environmental regulations. The employees shall be instructed on how to mitigate environmental risks.

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<sup>8</sup> ILO-conventions nr. 154

<sup>9</sup> ILO Guidelines on Occupational Safety and Health

# Supplier Code of Conduct

Environmental aspects include (i) reducing greenhouse gas emissions including ozone depleting substances, (ii) increasing energy efficiency, (iii) using renewable energy, (iv) promoting resource efficiency, (v) ensuring water quality, (vi) reducing water consumption, (vii) ensuring air quality, (viii) reducing noise emissions, (ix) identifying / managing / reducing and recycling or responsibly disposing of waste, and (x) handling hazardous substances responsibly to protect people and the environment.

The Supplier shall not violate legitimate rights by removing land, forests or waters that are important for people's livelihoods. It must avoid harmful soil changes, water and air pollution, noise emissions and excessive water consumption if these have a detrimental effect on people's health, significantly disrupt the natural basis for food production or prevent access to clean drinking water and sanitation facilities.

## 2. Hazardous substances

The export bans on hazardous wastes under the Basel Convention of 22 March 1989, as amended, must be complied with. Chemicals and other materials that pose a hazard if released into the environment must be identified and managed in a way that ensures their safe handling, transport, storage, use, recycling or reuse, and disposal. Mercury must be used in accordance with the bans of the Minamata Convention of 10 October 2013. Persistent organic pollutants must be managed in accordance with the Stockholm Convention of 23 May 2001, as amended.

## 3. Substances in products

The *Supplier* shall abide by all applicable national laws and regulations and customer specifications regarding the prohibition or restriction of specific substances. This includes mandatory labeling for recycling and disposal.

# Supply Chain

The *Supplier* is expected to adhere to the principles of this Code of Conduct or to apply equivalent guidelines. In addition, the *Supplier* is expected to enforce the contents of this Code of Conduct in its supply chains. Moreover, the *Supplier* shall identify risks in its supply chain and take appropriate countermeasures. In the event of suspected violations or to safeguard supply chains with increased risks, the *Supplier* shall inform *Jauch* promptly and, if necessary, regularly about identified violations and risks and the measures taken.

*Jauch* reserves the right to check the *Suppliers'* compliance with the standards and regulations listed in this Code of Conduct through questionnaires, evaluations or risk-based audits at the *Suppliers'* production sites. The *Supplier* agrees that *Jauch* may, at its own expense, carry out such audits once a year or, if there is a specific reason to check compliance with the Code of Conduct, at the *Supplier's* premises during normal business hours after reasonable advance notice by persons commissioned by *Jauch*. The *Supplier* can object to individual audit measures if this would violate mandatory data protection regulations.

If a violation of the provisions of this Code of Conduct is discovered, *Jauch* will immediately notify the *Supplier* in writing and set a reasonable grace period to bring its conduct in line with these provisions. If a remedy is not possible in the foreseeable future, the *Supplier* must notify *Jauch* immediately and develop as well as implement a concept with a timetable for ending or minimizing the violation. *Jauch* has the right to temporarily suspend the business relationship during this time. If the grace period expires without result or if the implementation of the measures contained in the concept does not bring about a remedy after the expiry of the timetable and no milder means are available, *Jauch* can terminate the business relationship and all contracts. A statutory right to extraordinary termination without setting a grace period, in particular in the case of intentional and very serious violations, remains unaffected, as does the right to compensation.

# Supplier Code of Conduct

## Business Ethics

The *Supplier* and its representatives shall uphold high ethical standards in order to fulfil their social responsibilities and be regarded as successful in the market. The following principles shall apply:

### 1. Law-abiding behaviour

The *Supplier* agrees to comply with all applicable national laws and other regulations in the context of its business operations at any time.

### 2. Integrity

All business interactions shall be governed by high standards of integrity. The *Supplier* shall not have any tolerance towards bribery, corruption, extortion, fraud, and embezzlement and shall prohibit them in any form. All business processes must be transparent and properly reflected on *Suppliers'* business records.

### 3. Prohibition of improper advantages

Bribes or other means of obtaining an illegal or improper advantage shall not be offered, accepted as a promise, or received. The *Supplier* shall implement procedures in order to ensure adequate compliance with anti-corruption laws.

### 4. Fair competition (antitrust law)

The *Supplier* shall respect fair competition and conduct every business activity in compliance with the applicable antitrust legislation and provisions.

### 5. Avoiding conflicts of interest

Decisions shall only be taken on the basis of objective, business-related considerations and not influenced by personal interests.

The *Supplier* avoids both internal and external conflicts of interest that could improperly influence the business relationships. If this is not possible, these conflicts shall be made transparent.

### 6. Protection of confidential information

Business secrets and personal information shall only be used to the extent to which they are necessary and permitted and they shall be protected appropriately.

### 7. Export- and import legislation

Applicable laws and regulations relating to export and import control as well as customs shall be adhered to.

### 8. Disclosure of information

Information on business activities, structure, financial situation and performance of the *Supplier* shall be disclosed in accordance with the applicable provisions and usual business practices in the sector. The falsification of records and misrepresentation of conditions and practices in the supply chain are not acceptable.

# Supplier Code of Conduct

## 9. Intellectual property

Intellectual property rights shall be respected. The transfer of technology and know-how must be carried out in such a way that intellectual property rights and customer information are protected.

## 10. Conflict materials / Responsible procurement of raw materials

The *Supplier* shall adopt appropriate measures which ensure to the best of its knowledge and belief that raw materials used in the manufacture of its products do not directly or indirectly serve as means to finance or support armed groups that commit serious human rights violations. With reference to EU 2017/821 and US Frank-Dodd Act, the *Supplier* therefore assumes responsibility for its raw material supply chains and shall exercise due diligence with respect to the origin and chain of custody of the use of the conflict materials tantalum, tin, tungsten, gold, cobalt and mica. The *Supplier* will disclose the results using the relevant Responsible Minerals Initiative (RMI) reporting forms including the CMRT template for the use of tantalum, tin, tungsten and gold and the EMRT template for the use of cobalt and mica.

## 11. Accuracy and correctness of accounts, books and records

All assets, liabilities, expenses and other transactions of the *Supplier* must be recorded in its books and accounts. These must be kept correctly and accurately in accordance with applicable accounting principles and relevant rules and laws. No undisclosed funds or undeclared assets may exist or be managed by the *Supplier*. The documents relating to business or financial transactions must accurately reflect these transactions. Payments must not be approved or made with the intention or assumption that part or all of the payment will be used for a purpose other than that stated in the related document. Inaccurate or falsified entries in the books and records are not permitted under any circumstances.

## 12. Consumer interests

The *Supplier* always ensures compliance with consumer protection regulations and complies with fair sales, marketing and information practices. The *Supplier* pays particular attention to vulnerable groups such as young people or pregnant women.

# Implementation and Enforcement

The *Supplier* is continuously and appropriately committed to implementing, documenting and applying the principles and values set out in this Code of Conduct. A violation of this code of conduct can ultimately be grounds and cause for Jauch to terminate the business relationship, including all associated delivery contracts.

## 1. Communication

The *Supplier* provides open and dialogue-oriented information about the requirements and implementation of this Code of Conduct to its stakeholders including inter alia employees and subcontractors / suppliers. These stakeholders shall be informed about the contents of the Code of Conduct and shall be trained on relevant topics as needed. Violations of the Code of Conduct will not be tolerated.

## 2. Indications of violations

The *Supplier* is being provided with a secure mechanism through which possible violations of the principles of this Code of Conduct can confidentially be reported.

The *Supplier* must pass this information on the accessibility, responsibility and implementation of a complaints procedure to its employees in an appropriate manner. The complaints procedure must be

# Supplier Code of Conduct

accessible to employees while maintaining the confidentiality of identity and providing effective protection against discrimination. Unless notified, the *Supplier* itself is responsible at the operational level for setting up an effective complaint mechanism for individuals and communities that may be affected by negative impacts.

If there is any information, please address the following contact directly or anonymously:

EQS Integrity Line

Phone: +49 89 444 430-000

E-Mail: [germany@eqs.com](mailto:germany@eqs.com)

## DECLARATION OF COMPLIANCE

Company name & address:

With this signature, the above-named company confirms that it has read and accepts the Code of Conduct.

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Date

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Name & Position

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Signature