

# Sustainability in the supply chain

Code for  
Business Partners



# Code for Business Partners

Ethical behavior in terms of economic, environmental and social responsibility as well as legal compliance is an integral part of our business. We source raw materials, goods and services from business partners worldwide to secure the long-term success of our company and our customers with innovative products and services. Therefore, long-term and trusting partnerships with our business partners are crucial for us and we expect sustainable, ethical and compliant behavior from them.

The Code for Business Partners ('the Code') applies to all suppliers, (sub-) contractors and other service providers of GF and their employees (collectively referred to in this document as 'business partners'). GF expects these business partners to implement the principles established in this Code in their companies. It is their responsibility to verify compliance with the principles set out below in their own supply chains.

The principles set out in the Code are based on a number of international conventions and standards:

- Principles of the Global Compact of the United Nations (UN)
- Guidelines for Multinational Enterprises of the Organization for Economic Cooperation and Development (OECD)
- Conventions of the International Labour Organization (ILO)
- SA8000 (standard for socially responsible corporate governance)
- Directives stipulating rules for usage of and/or disclosure of use of specific materials in products, including but not limited to Dodd-Frank Act on conflict minerals, REACH\* and RoHS\* regulations, etc.
- GF Code of Conduct

\* REACH = Registration, evaluation, authorization and restriction of chemicals.

RoHS = Restriction of the use of certain hazardous substances in electrical and electronic equipment

## I. Business ethics

- a) Compliance with laws** // GF's business partners are required to abide by the applicable laws and regulations, to respect human rights and in particular to respect human dignity.
- b) Prohibition of corruption** // GF does not tolerate any form of corruption from its business partners, such as bribery or the granting or acceptance of unlawful benefits, regardless of whether they are given directly, through intermediaries, to private persons or public authority officials. Prohibited in particular are the granting (active bribery, granting of advantages) and the receipt (passive bribery, acceptance of advantages) of donations that are intended to provide an illegal advantage.
- c) Fair competition** // GF expects its business partners to comply with international and national laws for the safeguarding of fair competition. These include provisions on unfair competition and antitrust laws. Agreements with competitors on prices, terms of sale, quantity restrictions, sharing of territory or deals for public tenders etc. are strictly prohibited.
- d) Intellectual property** // The business partners will protect the intellectual property of GF, such as patents, trademarks, copyrights, designs, trade secrets, specimens, models and know-how, and respect the intellectual property of third parties. The business partner shall in particular ensure that the products delivered to GF do not infringe the intellectual property of others.
- e) Product safety** // GF products and services, and related products from our business partners, shall endanger neither people nor the environment. Products supplied to GF must meet the agreed specifications as well as all legally required standards for product safety. Business partners clearly communicate information on safe usage.
- f) Responsible procurement of raw materials** // GF's business partners shall support activities that ensure the responsible procurement of raw materials. The procurement and use of raw materials that have been obtained unlawfully or through unethical or unreasonable measures are to be avoided.

Business partners are required to disclose the origin and sources of the raw materials used by them in order to exclude the use of raw materials affected by embargoes or other import restrictions, such as conflict minerals, and to identify these raw materials in manufactured products in the supply chain.

## II. Respect for human rights

**a) Prohibition of forced labour and child labour //** GF does not tolerate forced labor or child labor, neither in its own operations nor among its business partners.

As such, GF is committed to preventing human trafficking, debt bonded, indentured, and slave labor from its operations and supply chain.

- The business partner shall not place any unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities.
- All work must be voluntary and workers shall be free to leave work or terminate their employment upon reasonable notice.
- Employers and agents must not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits. If presentation of such documents is required by law, they must be returned to the worker promptly. Worker must maintain control of his or her original identification.
- Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment (levies, placement, service or residence fees) even if allowed by law. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.
- Business partner policies and procedures equivalent to or exceeding abovestated expectations must be in place to ensure compliance, also when it comes to their labor agents.

We prohibit the employment of anyone under the age of 15 in any position. Young workers under the age of 18 are not allowed to perform hazardous work or do night shifts or overtime.

The minimum age for admission to employment in accordance with applicable national laws must be observed by the business partner. In case no national laws exist, the ILO core labor standards apply.

- b) Prohibition of any discrimination //** GF does not tolerate any kind of discrimination and requires its business partners to prohibit any kind of discrimination in their organization on grounds of sex, marital status, race, color, origin, religion, sexual orientation, disability, political affiliation or other personal characteristics.
- c) Prohibition of disciplinary penalties //** GF requires that its business partners do not punish employees physically or mentally in any form. This is especially true when employees report in good faith business practices that violate national, international or internal regulations.

## III. Working conditions

**a) Occupational health and safety //** The ultimate goal of GF is a healthy and accident-free workplace. All business partners must comply with all applicable occupational health and safety laws at their facilities. Each business partner must establish policies and procedures for occupational health and safety and disclose them to their employees, so that incidents of accidents and occupational diseases can be minimized.

**b) Living wages //** GF requires its business partners to be aware of their social responsibility towards employees and to ensure that their employees' remuneration and working hours are fair and reasonable. The business partner shall grant its employees the social benefits to which they are entitled by law or contract.

**c) Working hours //** GF expects that employees of its business partners are able to find a balance between work and leisure time and that the respective applicable national legislation on maximum working time is observed. A workweek, including overtime, must not exceed applicable local legal requirements on maximum working time. In case such requirements do not exist, GF recommends that working hours shall be not more than 60 hours per week, including overtime, except in emergency or unusual situations. GF further recommends that workers shall be allowed at least one day off every seven days. Employees shall be entitled to a regular annual leave.

**d) Freedom of Association //** GF expects its business partners to be committed to an open and constructive dialogue with its employees and workers' representatives. In line with the local laws, employees shall have the right to bargain collectively, engage in peaceful assembly and to organize themselves in labor unions without fear of discrimination, intimidation or harassment.

## IV. Environment

**a) Environmental legislation //** GF requires its business partners to comply with all applicable environmental laws, regarding operations as well as products or services supplied.

**b) Prevention and reduction of environmental pollution //** GF expects its business partners to reduce waste and emissions in the production process and to control harmful emissions. Continuous progress on this must be exhibited by a business partner.

Whenever possible, waste should be avoided or recycled. GF's business partners shall develop procedures governing the minimization, transport, storage and the safe and environmentally friendly treatment and disposal of waste.

**c) Avoidance of hazardous substances //** Any substances whose presence or release poses a threat to humans and the environment or that hinder recycling must be avoided. GF's business partners shall maintain a hazardous materials management, which ensures the safe use, transport, storage, reprocessing, recycling and disposal.

**d) Environmentally friendly products //** In the development of products and services and in view of a circular economy, GF's business partners shall ensure efficient use of energy and natural resources, such as gases, water and raw materials. Especially the consumption and treatment of water shall be monitored and documented in order to allow for continuous improvements with regards to the amount as well as the quality of the used natural resource. Business partners located in an area affected by water scarcity and/or water stress are encouraged to economize with and to secure existing and future access to water sources. Furthermore the business partners have to implement opportunities for responsible treatment of water and wastewater discharges. The products shall be as suitable as possible for reuse or recycling.

Products supplied to GF must comply with applicable legislation, where final GF products are sold, namely with substance regulations like RoHS or REACH. Products supplied shall contain no restricted substances and no "substances of very high concern" (SVHC). The business partner provides all legally required or agreed information in due time, namely on SVHCs and RoHS declarations of conformity.

## **V. Management systems**

GF expects its business partners to maintain management systems to ensure compliance with the principles set out in this Code. GF gives preference to business partners who have implemented and certified a management system according to ISO 9001 (quality), ISO 14001 (environment) and OHSAS 18001/ISO 45001 (health &

safety).

Management systems oriented according to SA8000 requirements for social responsibility and ISO 50001 for energy management are recommended.

## **VI. Implementation**

**a) Monitoring and verification requirement //** The business partner shall on request provide all relevant information for an initial assessment accurately and in full as part of a self-assessment.

He or she shall also provide other information available that demonstrates compliance with the Code. GF has the right to monitor the implementation of this Code and to check implementation via business partner audits.

The business partner has to ensure that the principles of the Code are implemented by its sub-suppliers as well. The business partner is accountable for compliance within its supply chain and area of influence.

The business partner shall immediately inform GF about situations or incidents that are contrary to the principles of the Code.

**b) Non-compliance //** Any breach of the principles and requirements set out in the Code constitutes a fundamental breach of contract by the business partner. GF reserves the right in the event of non-compliance with the Code to request remedial measures to be implemented within a reasonable period of time determined by GF. In the event of a failure to meet the deadline or in case of severe violation of the principles and requirements set out in this Code, GF has the right, if appropriate, to terminate the cooperation without notice.

### **Issued by**

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