

Buyer 's Integrity Clause

The Supplier (Contractor) acknowledges this Integrity Clause, to which the Buyer has also committed itself, agrees to comply with it in the performance of its contractually owed deliveries/services and to make it binding on its upstream suppliers and subcontractors. The Supplier (Contractor) further undertakes to inform the contracting entity without delay of any material non-compliance – on its own part or by its upstream suppliers/subcontractors – of which it becomes aware. In the event of such material non-compliance, the contracting entity may demand negotiations in order to re-establish the contractual condition. If the Supplier (Contractor) fails to comply with such demand within one month or if non-compliance is not remedied within a reasonable or mutually agreed period of time, the contracting entity may terminate the contract with immediate effect. The contracting entity may verify compliance at any time. If the Supplier (Contractor) refuses or frustrates such verification by the contracting entity, the latter may also terminate the contract with immediate effect.

1. Recognition of human rights: Our Suppliers (Contractors) and their subcontractors are expected to recognize and support the principles of the United Nations Universal Declaration of Human Rights (A/RES/217, UN Doc. 217/A-(III)), the United Nations Guiding Principles on Business and Human Rights, the International Bill of Human Rights, and the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work, and to ensure that there is no involvement in or tolerance of human rights violations.

2. No child labor, forced labor or human trafficking: In addition to compliance with all relevant legal standards, it is expected that no child labor, forced labor, other involuntary labor or human trafficking will be used or tolerated in the manufacture of products and the provision of deliveries/services.

3. No discrimination and no harassment at work: In addition to complying with all relevant legal standards, our Suppliers (Contractors) and their subcontractors are expected to treat employees with respect and dignity and to ensure they are not physically, psychologically, sexually or verbally harassed, abused or discriminated against with regard to their gender, race or religion, age, origin, physical or mental impairment, gender orientation or political/ideological views.

4. Labour and social law requirements: In manufacturing products and performing supplies/services, our Suppliers (Contractors) and their subcontractors are expected to comply with the relevant legal norms with regard to labour and social standards.

5. Right to assemble and to strike: Our Supplier' (Contractor') and their subcontractors' employees are expected to have the opportunity to assemble and strike, without having to fear consequences, within the framework of the governing legal provisions.

6. Transparency regarding working hours and pay: Employees' working hours are expected to be in accordance with the relevant legal standards. In addition, employees are expected to receive employment contracts in which the working hours and remuneration are specified.

7. Health and safety at work: Our Suppliers (Contractors) and their subcontractors must ensure that occupational health and safety at work are guaranteed for their employees in compliance with applicable legal standards. Free access to drinking water, sanitary facilities, adequate fire protection, lighting, ventilation and, where necessary, appropriate personal protective equipment must be provided.

8. High ethical standards: A generally high level of business ethics is expected, as is compliance with the relevant legal standards (in particular labour, social, competition, antitrust, capital market and consumer laws) and non-involvement in corruption, bribery, fraud or extortion in whatever form.

9. Transparent business relationships: In addition to complying with all relevant legal standards, our Suppliers (Contractors) and their subcontractors are expected not to offer, demand, grant or accept gifts, payments, or comparable benefits or gratuities that might induce a person to violate a duty to act or refrain from acting.

10. Environmental and climate protection: In addition to complying with all relevant legal standards for the protection of the environment and the climate, business activities are expected to be guided by the principles of sustainability and any of their negative environmental impacts must be actively identified and continuously reduced in order to contribute to the achievement of international and national climate targets.

11. Reduction of resource consumption, waste and emissions: In addition to complying with all relevant legal standards, the continuous improvement of efficiency in the use of resources is expected to be considered an essential management and operational leadership function. Waste of any kind as well as all emissions into the air, water or soil must be avoided to the greatest possible extent or constantly reduced through environmentally sound waste management and other suitable measures.

12. Use of conflict materials: In addition to complying with all relevant legal standards for the responsible sourcing of minerals, it is expected that suppliers identify and mitigate risks in their supply chains, ensure their materials do not fund armed groups, and support traceability efforts for conflict-free sourcing of minerals like tin, tantalum, tungsten, and gold.