

# Sustainable Growth and Ethical Trading Policy

## Principles of this policy in the purchasing process

All good things come in threes. The three Es stand for ethics, environment and eco-efficiency. Behind each category there is a clear-cut package of measures, which the Hager Group has explicitly committed itself to implementing. This includes the UNGC (United Nations Global Compact) – a voluntary UN initiative for businesses that strives to make globalisation more caring, more ecological and sustainable.

Hager group is involving its suppliers in implementing its E3 sustainability programme that sets ethical, social and environmental requirements.

These requirements are one of the determining criteria in the selection process of a new supplier or the maintenance on the Hager Group's suppliers panel of existing suppliers.

In the event that the supplier (new or existing) fails to respect these requirements, the supplier must implement, in a reasonable time limit, corrective action plans.

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## Terms of the principles of this policy

### Environment

#### 1. ENVIRONMENT MANAGEMENT SYSTEM

Hager group encourages the Supplier to have an Environmental Management System (EMS) ensuring effective planning, operation and control of the environmental aspects. The EMS shall satisfy the requirements of the international standard ISO 14001 and include a continuous improving program.

Hager group encourages the Supplier to certify its EMS as compliant to the ISO 14001 international standard.

#### 2. ECO-DESIGN & PRODUCT ENVIRONMENTAL PROFILE

To support the Hager group in the eco-design of its products, the Supplier engages to investigate opportunities to reduce product's environmental impact.

Hager group provides to its customers Product Environmental Profiles for its products based on environmental life cycle assessments. The Supplier engages to forward to Hager group all the requested information in order to assess the environmental impact of the delivered goods.

#### 3. HAZARDOUS SUBSTANCES REQUIREMENTS

3.1. The Supplier engages, for delivered substances, preparations, materials, parts, sub-assemblies or products, to:

- comply with regulations in force, in the destination location, that restrict or ban the use of hazardous

substances, and engages to maintain the compliance according to the evolution of the regulation.

- respect Hager group additional requirements on the restriction of some substances, set in the specifications.

- answer to the requests of Hager group concerning the presence of certain substances respecting the procedure set and tool provided by Hager group.

- provide the Hager group Safety Data Sheet, when requested by regulation, in the destination location, or the precautionary measures to be taken in order to ensure a safe handling.

3.2. In particular, the Supplier must comply with all the requirements set in the European regulation 1907/2006/EC (REACH). And, as All the Hager group products are voluntary compliant to the European directive 2002/95/EC (RoHS), the Supplier engages that none of the substances, preparations, materials, parts, sub-assemblies or products that it delivers to Hager group contains one or more of the hazardous substances referred to in the RoHS directive.

### Human Rights

#### 1. ALL FORMS OF FORCED & COMPULSORY LABOUR IS ELIMINATED

The supplier recognises the principle of the freedom of choice of employment. The supplier must not, under any circumstances, resort to forced or compulsory labour.

Labour is deemed to be forced or compulsory when it is imposed by means of a threat (withholding of food, confiscation of land, non-payment of salary, physical abuse, etc.) (ILO Conventions nos. 29 and 105).

## 2. WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 2.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate action plans shall be deployed to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment (ILO Convention no. 155).
- 2.2 The company shall assign responsibility for health and safety to a senior management representative.

## 3. NO DISCRIMINATION IS PRACTISED

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, culture, physical appearance, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation (ILO Convention no. 111).

## Labour Standards

### 1. FREEDOM OF ASSOCIATION & THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- 1.1 The supplier acknowledges the global right of workers to form labour unions and join the labour union of their choice and agrees to ensure that union independence and pluralism are maintained (ILO Convention no. 87).
- 1.2 The supplier is committed to protecting union members and leaders and to abstaining from all forms of anti-union discrimination (ILO Convention no. 135).
- 1.3 The supplier is committed to promoting collective bargaining, a key aspect of relations between labour and management (ILO Convention no. 98).

### 2. CHILD LABOUR SHALL NOT BE USED

- 2.1. The supplier is prohibited from employing children in violation of the stipulations of the International
- 2.2. Labour Organisation's conventions (ILO Convention no. 138).
- 2.3. Children and young persons under 18 shall not be employed at night or in hazardous conditions.

### 3. LIVING WAGES ARE PAID

- 3.1 The supplier is committed to ensuring that living wages is at least equal to the minimum amount mandated by law and the guaranteed minimum for the profession or as set forth in the relevant collective bargaining agreements.
- 3.2 The supplier acknowledges the principle of equal pay for equally valued and productive work, in particular between men and women (ILO Convention no. 100).
- 3.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded provided that such a recording is made in compliance with the local legal requirements.

### 4. WORKING HOURS ARE NOT EXCESSIVE

- 4.1. The supplier undertakes to ensure that the total number of hours worked is equal to or less than the totals set forth in the national legislation or the collective bargaining agreements in the concerned country.
- 4.2. The supplier is committed to ensuring that break times and periodic days off correspond at the very least to the minimum conditions set forth in the national legislation or the collective bargaining agreements concerned.

### 5. REGULAR EMPLOYMENT IS PROVIDED

- 5.1. To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- 5.2. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall nay such obligations be avoided through the excessive use of fixed-term contracts of employment.

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### Supplier Agreement

The supplier acknowledges having read the text above and agrees to apply it throughout its company/group and its suppliers. If necessary, it commits itself and all of its subsidiaries throughout the world.

Company name : \_\_\_\_\_

Surname, first name : \_\_\_\_\_

Position : \_\_\_\_\_

Email : \_\_\_\_\_

Date :

**I agree to respect the Hager Group's requirements regarding Sustainable Growth and Ethical policy\*.**

Signature :

*\* : Rights, laws and jurisdiction applicable to this Policy are those mentioned in the Hager Group Purchasing Framework – General conditions.*

**Return a copy of the signed policy to Hager Group Sourcing Dept.**  
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