



FISCHER BUSINESS PARTNER

CODE OF CONDUCT

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FISCHER LICHT & METALL is committed to environmentally and socially responsible management. We expect the same behaviour from all our suppliers. We also expect our employees to observe and integrate the principles of ecological, social and ethical behaviour into their behaviour and corporate culture. We also strive to continuously improve our business activities and products in the interests of sustainability, and we encourage our suppliers to contribute to this in a holistic approach.

Our suppliers and business partners contribute to the long-term, responsible success of our business by operating in a sustainable manner.

This Code of Conduct is based on national laws and regulations such as the Supply Chain Sourcing Obligations Act (LkSG), as well as international conventions such as the United Nations Universal Declaration of Human Rights, the Guidelines on Children's Rights and Business Conduct, the United Nations Guiding Principles on Business and Human Rights, the International Labour Standards of the International Labour Organization and the United Nations Global Compact.

Our suppliers must ensure that they also inform their own employees of our requirements for social and environmental sustainability set out in this Code of Conduct and ensure that they comply with them.

A breach of this Code of Conduct may ultimately be a reason and cause for FISCHER LICHT & METALL to terminate business relations, including all associated supply contracts.

REQUIREMENTS TO SUPPLIERS

We place the following requirements on our suppliers.

SOCIAL RESPONSIBILITY

HUMAN- AND LABOUR RIGHTS

Our suppliers observe internationally recognised human rights and take care to uphold them.

Our suppliers comply with basic human and labour rights on the basis of the applicable national legislation.

EXCLUSION FROM FORCED LABOUR

No forced, compulsory or similar labour shall be used. All work must be voluntary and employees must be able to leave work or employment at any time. Furthermore, there must be no unacceptable treatment of workers, such as psychological hardship, sexual and personal harassment. Our suppliers should uphold the fourth principle of the Global Compact, the elimination of all forms of forced labour. Workers should be able to terminate their employment on reasonable notice. Employees shall not be required to hand over their identity card, passport or work permit as a condition of employment.

BAN ON CHILD LABOUR

Child labour must not be used at any stage of production. Suppliers are required to comply with the ILO Conventions on the Minimum Age for the Employment of Children. According to this recommendation the age should not be less than the age of completion of compulsory education in accordance with the law of the place of employment, and in no case less than 15 years of age.

If children are encountered in the workplace, the supplier shall document the steps taken to remedy the situation and enable the children to attend school.

Young workers under the age of 18 shall not be engaged in work that is harmful to the health, safety or morals of children. Special protective regulations must be observed.

BAN ON DISCRIMINATION

The unequal treatment of employees in any form is inadmissible. We and our suppliers do not tolerate discrimination on the basis of gender, race, caste, skin colour, disability, political conviction, ideology, origin, religion, age, pregnancy or sexual orientation.

We respect the rights of persons belonging to groups or populations that may be particularly vulnerable to adverse impacts, such as: indigenous peoples, women, national, ethnic, racial and ethnic groups and religious and linguistic minorities; LGBTQ+ persons; persons with disabilities; and migrant workers and their families.

The personal dignity, privacy and personal rights of each individual are respected.

RIGHTS OF INDIGENOUS PEOPLE

We respect the rights of Indigenous Peoples (IP). Where they may be affected by our business activities, we strive to ensure that our approach and actions comply with the principles set out in the International Standards for Consultation and Interaction with IP. These include the ILO Convention concerning Indigenous and Tribal Peoples in Independent Countries (ILO169) and the UN Declaration on the Rights of Indigenous Peoples (UNDRIP).

Our guidance refers to IFC Performance Standard 7 and confirms that it is important that we protect IP and strive to achieve the principles of free, prior and informed consent (FPIC) where practicable - ideally before the start of activities.

FAIR PAY

The remuneration for regular working hours and overtime must be in accordance with the national statutory minimum wage or the industry minimum standards, whichever is higher. The remuneration for Overtime pay must in any case exceed the pay for regular hours. If the remuneration is insufficient to cover normal living costs and to build up a minimum reserve, the supplier is obliged to increase the remuneration accordingly.

Our suppliers are obliged to pay compensation and social benefits which at least comply with national and local legal standards, regulations or agreements. The applicable regulations on working hours and leave must be observed.

Wage deductions as a punitive measure are not permitted. The supplier shall ensure that workers receive clear, detailed and regular written information on the composition of their remuneration.

FAIR WORKING HOURS

Working hours must comply with applicable laws or industry standards. Overtime is only permissible if they are performed on a voluntary basis and do not exceed 12 hours per week, while employees must be given at least one day off after six consecutive working days. The weekly working time shall not regularly exceed 48 hours.

HEALTH AND SAFETY AT WORK

Our supplier is responsible for a safe and healthy working environment. By setting up and applying safety systems, the necessary precautionary measures are taken against accidents and damage to health hazards that may occur in connection with the activity. In addition, the employees are regularly informed and trained about applicable health and safety standards and safety measures.

Employees are provided with access to drinking water in sufficient quantities, as well as access to clean sanitary facilities. If dormitories are provided, they must be clean and safe as well as meet the basic requirements.

FREEDOM OF ASSOCIATION

The right of workers to found and join associations of their choice and to engage in collective bargaining and to strike shall be respected. Where freedom of association and the right to collective bargaining are restricted by law, alternative means of independent and free association of workers for the purpose of collective bargaining shall be provided. There shall be no discrimination against workers on the grounds of the establishment, affiliation or membership of such an organisation.

Workers' representatives shall be granted free access to the workplaces of their colleagues, to ensure that they can exercise their rights in a lawful and peaceful manner.

Open communication and direct dialogue between workers and management is the best way to resolve workplace problems and pay-related controversies.

Business partners shall respect the right of workers to freedom of association and to join or refrain from joining trade unions, to have access to workers' representation and to be members of workers' councils in accordance with local laws. Workers must be able to communicate openly with the management without fear of reprisals, intimidation or harassment.

COMPLAINT MECHANISMS, WHISTLEBLOWING AND PROTECTION FROM RETALIATION

The supplier shall be responsible at the company level for establishing an effective grievance mechanism for individuals and communities that may be affected by negative impacts, including the supply chain. Even where legal systems are effective and well resourced, grievance mechanisms can offer particular advantages, such as rapid access and redress, reduced cost and transnational reach.

Employees who complain about violations of this Code of Conduct or relevant laws will not be subject to any form of disciplinary action.

DEALING WITH CONFLICT MINERALS

For conflict minerals such as tin, tungsten, tantalum and gold, as well as for other raw materials such as cobalt, the company is establishing processes in accordance with the Organisation for Economic Cooperation and Development (OECD) for the due diligence to promote responsible supply chains for minerals from conflict-affected and high-risk areas and expects the same from its suppliers. Smelters and refineries without adequate, audited due diligence processes should be avoided.

ECOLOGICAL RESPONSIBILITY

TREATMENT AND DISPOSAL OF INDUSTRIAL WASTE WATER

Waste water from operations, manufacturing processes and sanitary facilities must be classified, monitored, inspected and, if necessary, treated prior to discharge or disposal. In addition, measures should be introduced to reduce the generation of waste water.

DEALING WITH AIR EMISSIONS

General emissions from operations (air and noise emissions) and greenhouse gas emissions shall be typified prior to their release, routinely monitored, verified and treated as necessary. The supplier is also responsible for monitoring its emission control systems and shall find economical solutions to minimise any emissions.

DEALING WITH WASTE AND DANGEROUS SUBSTANCES

The supplier follows a systematic approach to identify, handle, reduce and responsibly dispose of or recycle solid waste. The prohibitions on the export of hazardous waste in the Basel Convention of 22 March 1989, as amended, must be observed. Chemicals or other materials that present a risk if released into the environment shall be identified and handled in such a way as to ensure safety during their handling, transport, storage, use, recycling or reuse and disposal.

Chemicals and other substances that pose a risk to humans and the environment if released are avoided. If a complete abandonment is not possible for scientifically provable reasons, at least legally prescribed limit values must be complied with. The substances must be identified and clearly labelled as such. Hazardous substances must be managed so that they can be safely handled, transported, stored, reprocessed or reused and disposed of using appropriate procedures. In addition, the supplier shall take suitable measures to minimise or exclude the hazardous substance in the future.

USE OF RAW MATERIALS AND REDUCE OF NATURAL RESOURCES

The use and consumption of resources in production and the generation of waste of all kinds, including water and energy, shall be reduced or avoided. This is done either directly at the source or through procedures and measures, e.g. by changing production and maintenance processes or procedures in the company, through the use of alternative materials, through savings, through recycling or by reusing materials.

DEALING WITH ENERGY CONSUMPTION/ EFFICIENCY

Energy consumption must be monitored and documented. Economic solutions must be found to improve energy efficiency and minimise energy consumption.

ENVIRONMENTALLY FRIENDLY PRODUCTION

Responsible use of raw materials and natural resources is to be ensured in all phases of production. The supplier is requested to preferably use regenerative energies and to pay attention to an economical consumption of energy. Product development is based on the principle that products are recyclable or can be returned to natural cycles.

ETHICAL BUSINESS CONDUCT AND COMPLIANCE

FAIR COMPETITION

The standards of fair business, fair advertising and fair competition shall be observed.

In addition, applicable antitrust laws must be applied, which prohibit, among other things, activities that influence prices or conditions when dealing with competitors. Furthermore, these regulations prevent agreements between customers and suppliers that restrict the freedom of customers to autonomously determine their resale prices and other conditions.

CONFIDENTIALITY/DATA PROTECTION

Our supplier is obliged to meet the reasonable expectations of its client, suppliers, customers, consumers and employees with regard to the protection of private information. The Supplier shall comply with data protection and information security laws and official regulations when collecting, storing, processing, transmitting and disclosing personal information.

INTELLECTUAL PROPERTY / FORGED PARTS

Intellectual property rights and product rights must be respected. Technology and know-how transfer shall be made in such a way that intellectual property rights and customer information are protected. Die use or possession of counterfeit parts is expressly prohibited and will be prosecuted.

INTEGRITY, BRIBERY, BENEFIT

FISCHER LICHT & METALL adheres to the principle of strict legality for all actions, measures, contracts and other processes. Accordingly, we expect our suppliers to comply with the applicable laws, the basic principles of the United Nations Global Compact as well as this Code of Conduct in the context of their business activities with FISCHER LICHT & METALL and to work towards compliance with this Code of Conduct by third parties used to fulfil contracts with FISCHER LICHT & METALL. The highest standards of integrity must be applied to all business activities. The supplier must have a zero tolerance policy in prohibiting all forms of bribery, corruption, extortion and embezzlement. Procedures for monitoring and enforcing standards shall be applied to ensure compliance with anti-corruption laws.

AVOIDING CONFLICTS OF INTEREST

A conflict of interest is a situation where secondary interests of a personal or institutional nature are likely to compromise primary interests. Suppliers of FISCHER LICHT & METALL make decisions on the basis of objective considerations and do not allow themselves to be guided by personal interests in an unacceptable manner.

MONEY LAUNDERING

Our suppliers comply with the relevant legal provisions on money laundering prevention and do not engage in any money laundering activities.

EXPORT CONTROLS AND ECONOMIC SANCTIONS

Numerous countries, including the UK, France, Germany and the US, have enacted legislation to control the export of strategic products, technologies and software. FISCHER LICHT & METALL, its employees and contractors are bound by these laws and regulations.

FISCHER LICHT & METALL's company policy expressly requires compliance with all applicable export control regulations. Disregard may result in civil or criminal penalties, including fines, imprisonment, loss of export licences, debarment, revocation of previously issued licences, seizure and confiscation of goods. Such sanctions may be imposed on FISCHER LICHT & METALL, individual employees and/or persons otherwise associated with FISCHER LICHT & METALL.

Because of the tremendous importance of complying with all applicable export control regulations, employees or FISCHER business partners who knowingly violate such controls or the Compliance Policy will subject themselves to appropriate disciplinary action.

FISCHER LICHT & METALL encourages partners and employees to report actions that may violate laws or other FISCHER LICHT & METALL regulations and policies. FISCHER, in turn, is obliged to investigate reported incidents and take appropriate action.

FISCHER LICHT & METALL does not take action against individuals who ask questions, point out compliance issues or report possible misconduct. The flawless application and handling of export control measures underscore FISCHER LICHT & METALL's commitment to ethically sound business conduct and compliance with applicable laws and regulations.

IMPLEMENTATION OF REQUIREMENTS

COMMUNICATION

Our suppliers communicate this Code of Conduct to third parties used to fulfil the contractual relationship with FISCHER LICHT & METALL, take the Code of Conduct into account when selecting them and strive to oblige them to comply and to check this regularly.

A violation of this Code of Conduct constitutes an impairment of the business relationship between FISCHER LICHT & METALL and the supplier. Without prejudice to further rights, FISCHER LICHT & METALL reserves the right in this case to demand clarification of the facts and initiation of countermeasures from its supplier. If the supplier demonstrably fails to initiate suitable improvement measures within a reasonable period of time or if the breach is so serious that a continuation of the business relationship becomes unreasonable for FISCHER LICHT & METALL, FISCHER LICHT & METALL reserves the right to terminate the contractual relationship concerned without prejudice to further rights.

Should a violation of the regulations of this Code of Conduct be identified, the Company will immediately notify the Supplier in writing and set a reasonable grace period for the Supplier to bring its conduct into compliance with these regulations. If a remedy is not possible in the foreseeable future, the Supplier shall notify the Company thereof without delay and, together with the Company, draw up a concept with a timetable for ending or minimising the breach. If the grace period expires fruitlessly or the implementation of the measures contained in the concept does not remedy the situation after the expiry of the time schedule and no milder remedy is available, FISCHER LICHT & METALL may terminate the business relationship and cancel all contracts. A statutory right to extraordinary termination without granting a grace period, in particular in the case of violations to be assessed as very serious, shall remain unaffected, as shall the right to compensation for damages.

Decisions in this regard shall be made by the responsible management of FISCHER LICHT & METALL.

MONITORING AND ACCOUNTABILITY

Upon request, the supplier shall provide FISCHER LICHT & METALL with all necessary information for an initial assessment correctly and comprehensively within the framework of a self-assessment. It shall also provide other information demonstrating compliance with the Code. FISCHER LICHT & METALL will control the implementation of this code. The supplier shall inform FISCHER LICHT & METALL of any incidents that conflict with the principles of the guideline.

COMPLIANCE WITH THE CODE OF CONDUCT

The supplier commits to act responsibly and to comply with the listed principles/requirements.

The supplier is obliged to communicate the content of this code to employees, agents and subcontractors in a manner that is comprehensible to them and to take all necessary precautions for the implementation of the requirements.

We expect our suppliers to identify risks within supply chains and to take appropriate measures. In the event of suspected violations as well as to safeguard supply chains with increased risks, the supplier will inform the company promptly and, if necessary, regularly about the identified violations and risks as well as the measures taken.

FISCHER LICHT & METALL verifies compliance with the standards and regulations listed in this document with on-site audits at suppliers.

Should a breach of the regulations of this Code of Conduct be identified, the Client shall notify the Supplier of this in writing within one month and set a reasonable grace period for the Supplier to bring its conduct into line with these regulations.



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