



Supply Chain Management / Procurement

CSR Code for Suppliers

Corporate Social Responsibility

IMS030005
V2.1

HISTORY CHART

VERSION	DATE	CHANGED CHAPTERS	CAUSE OF CHANGE	AUTHOR
1.0	2010-07-28	All chapters	New Document	R. Weis
1.1	2010-08-09	All chapters	Change of format	R. Weis
2.0	2018-02-01	All chapters	General update	V. Aznach
2.1.	2023-12-01	Chapter 4	Update environmental topics; new layout	V. Aznach

Total number of pages: 8

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1 Preamble

Through its adoption of the “Customer CSR Code”, Frequentis AG and its subsidiaries (referred to in the following as “Frequentis”) have emphasized their commitment to the protection of the environment, their respect for human rights and labour standards and their fight against waste, fraud, and abuse.

Purchasing from suppliers and through subcontractors, which is an important part of the activities of the company, Frequentis is committed to sustainable development. The Code at hand indicates the intention of Frequentis to encourage its suppliers, subcontractors, and service providers (referred to in the following text as “the Supplier”), also to comply with these principles.

By accepting the CSR Code, the Supplier commits to all endeavours necessary to implement the principles of this Code without exception, subject to compliance with the contractual terms and with national law. The Supplier is responsible to flow-down this CSR Code to its own suppliers. Apart from this, the Supplier is obliged to grant access to auditors from Frequentis and its external auditors authorized to monitor compliance with the CSR. Within its means the Supplier must ensure adherence by its suppliers as well.

The Supplier must abide by all the principles defined in this Code and the principles of the Universal Declaration of Human Rights of the United Nations, the fundamental conventions of the International Labour Organization (ILO, a specialized agency of the UN), all other international, national and local conventions and regulations, and the valid contractual terms, as far as these documents are applicable in the country or countries in which the Supplier is acting.

Any deliberate failure by the Supplier to comply with the principles defined in this Code is a breach of its contractual obligations and may result in a default of the contract, which, depending on the seriousness of the breach, can lead to sanctions stipulated in the contract. When indicated these measures may extend to termination of the contract for default of the supplier without limiting Frequentis’ rights to claim further damages.

In case the Supplier is unable to comply with one or more terms of the Code it must notify Frequentis in order to mutually agree corrective measures.

2 Ethics

The principle of loyalty applies to Frequentis and its Suppliers, making it possible to both create and maintain lasting relationships based on trust. The Supplier acts according to the principles of honesty and fairness, and according to the prevailing rules of competition and valid anti-corruption provisions in business relationships. The negotiation of contracts and execution of contracts are not permitted to lead to behaviour patterns or actions which could be viewed as active or passive corruption, complicity in passive corruption, or so-called nepotism.

Frequentis treats all suppliers honestly and fairly, regardless of their size and market position. This is done under the attention in compliance with conditions prevailing in the country, with which all the staff members shall be familiar. The staff member and the Frequentis group execute all purchase processes according to the principle of open and fair competition.

The Supplier is not permitted to offer Frequentis staff or their family's gifts, invitations, gratuitous services, preferential treatment, or other benefits, whether or not these are of a pecuniary nature, which could influence or limit the incorruptibility, free judgment or objectivity of the aforesaid staff member in his or her business relationship with the Supplier. Small courtesies in form of gifts may only be accepted by the staff member in exceptional cases and on appropriate occasions (at year-end, for example), must be of low value, and must remain within the bounds of usual practice in the respective industry or country.

The Supplier is not permitted to pay the costs of travel or accommodation for Frequentis staff on the occasion of on-site viewings or audits. Invitations to business meals, cultural events, sporting events and other similar activities must remain limited to exceptions and may not constitute disproportionately high expenditures.

3 Adherence to Labour Standards

3.1 Slavery, Servitude and Human Trafficking

The supplier must not engage or make use of slavery, servitude, human trafficking or similar forms of exploitation.

3.2 Forced or Compulsory Labour

The Supplier must not use forced or compulsory labour as defined in Conventions C29 and C105 of the ILO. According to the definition of Convention C29, forced or compulsory labour is any kind of work or service executed from any person under threat of a penalty, for which the aforesaid person has not offered himself or herself voluntarily.

3.3 Illegal Employment

The Supplier is not permitted to make use of illegal employment as defined in the legal provisions of the countries in which the Supplier is active.

3.4 Child and Youth Labour

The Supplier is obliged to comply with the provisions relating to the abolition of child labour and the protection of children and young people as set forth in the national legislation or, in the absence of legislation, in the Conventions of the ILO. In particular, the Supplier is not permitted to employ any persons who have not reached the required minimum employment age according to the national legislation or, in the absence of legislation, according to Conventions 138 and 182 of the ILO.

3.5 Discrimination

In accordance with Convention C111 of the ILO, unless specific local regulations differ, the Supplier is not permitted to engage in discrimination, exclusion or privileging on the basis of race, skin colour, gender, religious belief, political opinion, national origin or social background which leads to equality of opportunity or equality of treatment in an occupation or profession being cancelled out or impaired.

According to Convention C111, discrimination, exclusion or the privileging of persons on the basis of the qualifications necessary for a specific occupation, and special measures designed to take account of special requirements of persons for whom special protection or special support is considered necessary due to their gender, age, disability, family-related burdens or their social or cultural level (positive discrimination) is not considered discrimination.

The Supplier must comply with the local laws relating to the employment of disabled persons.

3.6 Work Duration

The Supplier must comply with the local laws relating to working time.

3.7 Payment

The Supplier must comply with the local laws relating to minimum wage and is obliged to pay its employees their wage regularly. The Supplier is committed to reward overtime in accordance with the rates laid down in the applicable local laws.

3.8 Health and Safety Protection

The Supplier endeavours to guarantee a safe working environment free of risks to the health of its employees. The Supplier ensures its activities do not harm the health or the safety of its members of staff, subcontractors, the actors involved in the respective project, the neighbouring population and the users of its products.

The Supplier acts proactively in relation to hygiene and safety questions. The risks associated with the activities of the Supplier must be acknowledged and assessed. The Supplier takes all measures necessary for the limitation and, if possible, the removal of these risks.

Frequentis campaigns for the improvement of the safety of all persons working at its locations. The physical integrity of these persons has top priority. Similarly, the Supplier is required to maintain an equally high standard of safety when working at Frequentis' locations. The Supplier is responsible for informing the safety officer or management of the Frequentis location in question of any possible deviations.

4 Environmental Protection

The Supplier endeavours to achieve the highest standards in environmental protection. This applies both to the products of the Supplier and to its system of environmental management, particularly relating to the protection of nature, maintenance of biodiversity and ecosystems, use of natural resources, and management of waste and hazardous materials. The Supplier endeavours to prevent its activities from having damaging effects on the environment, or to keep these damaging effects to the minimum possible, in particular to avoid or reduce greenhouse gas (GHG) emissions by promoting responsible, environmentally conscious behaviour. The Supplier strives to limit any adverse effects to the surrounding population and to reduce its energy consumption, residues in the water, air (especially GHG) and ground; this applies similarly to the different stages of the manufacturing process, transport, installation at the location, the marketing of products and services, and the disposal of any waste produced.

When purchasing products and services and drafting, realising, and implementing its own products and services, the Supplier takes into consideration environmental protection and hygiene and safety criteria in order to limit any damaging effects of its products and services for the full extent of their lifecycle, and by so doing to maintain or even increase the quality at the same time.

The Supplier is obliged to observe the applicable local laws and norms, as well as the laws of the destination country or countries of its products.

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