

Code of Conduct for Suppliers

GEKA sees itself as a byword for innovation, responsibility, fairness and customer orientation – values which determine our conduct as a company. They apply to how we deal with each other and how we work together, but also to our dealings with customers, suppliers and other business partners.

As a global company, GEKA is well aware of its social responsibility and takes it very seriously. In order to comply with our ethical principles and legal requirements throughout the supply chain, this code of conduct has been developed for all suppliers of the GEKA Group and it must be complied with by all suppliers.

We therefore consider the principles laid out in this code of conduct for suppliers as the fundamental conditions for doing business with GEKA GmbH.

1. Compliance with the laws and regulations

The supplier undertakes to comply with its social responsibility in all of its corporate activities. In all business negotiations and decisions, the supplier must observe the valid laws and other relevant rules of the countries in which it is active.

In addition to complying with local and national laws, the supplier should recognize the principles of the international conventions listed below.

Conventions of the International Labor Organization	
ILO-Convention 1	Working Hours
ILO-Conventions 29, 105	Forced and Compulsory Labour and Abolition of Forced and Compulsory Labour
ILO-Conventions 87, 98, 135	Freedom of Association and the Right to Collective Bargaining
ILO-Conventions 100, 111	Equal Remuneration and Equal Treatment
ILO-Convention 102	Social Security (Minimum Standards)
ILO-Convention 131	Minimum Wage Fixing
ILO-Conventions 138, 182	Minimum Age
ILO-Convention 155	Occupational Safety and Health
ILO-Convention 159	Vocational Rehabilitation and Employment of Disabled Persons
ILO-Convention 169	Indigenous and Tribal People
ILO-Convention 177	Home Work
ILO-Convention 181	Private Employment Agencies
ILO-Convention 183	Maternity Protection

2. Prohibition of corruption and bribery

Any form of corruption, breach of trust and embezzlement is prohibited and may not be practised or tolerated. No attempts may be made, either domestically or abroad, to exert undue influence over others in commercial transactions by exchanging gifts or offering or providing other advantages.

The same applies to the non-permissible acceptance of advantages.

3. Child labour

Child labour may not be involved in any stage of business activity and this may not be tolerated. Any person under 15 years of age is deemed a child. Exceptions are possible for countries in which the minimum age for employment or compulsory schooling is higher under local laws, or developing countries covered by the exemption rule under ILO Convention 138, in which the minimum age has been lowered to 14.

Guidelines or procedures on compensation for child workers must be created, documented, complied with and effectively communicated to the staff and other involved parties. Appropriate financial or other support should be made available to ensure that schooling is possible until the child has reached the age defined above.

The employment of young workers who, in accordance with the above definition, are no longer children but have not yet reached the age of 18, is permitted. If they are subject to compulsory schooling, they may not work outside school hours.

Working hours may not exceed eight hours per day and the total of school, work and travel time may not exceed ten hours per day.

Young workers may not work at night or in situations which are dangerous or unsafe with regard to their physical or mental health and development.

4. Forced compulsory labour

The supplier must respect and support compliance with internationally recognised human rights. Any work or services which are not offered by a person of his or her own free will or which are provided under threat of punishment or reprisals or in repayment of a debt may not be permitted or supported.

Work or services demanded of a person on the grounds of a court order are not considered forced or compulsory labour, as long as the work or service is carried out under the supervision and monitoring of the public authorities and the sentenced person is not hired out to individuals or private businesses and associations or in any other way made available to them.

5. Health, occupational and environmental protection

In order to work in step with the environment and avoid dangers to people and the planet, all valid health, occupational and environmental requirements must be complied with.

In order to ensure health protection and safety in the workplace, the supplier must take effective steps to avoid possible problems in this area and avoid employment-related injuries or illnesses arising as a result of work, in connection with the work or in the course of the work. The causes of all risks in the working environment should, on the basis of the appropriate state of knowledge in the field of health and safety protection in the relevant industrial area, be reduced or eliminated altogether. All procedures to this effect must be documented.

The supplier should assess all workplace risks for new, pregnant or breastfeeding mothers, including those who must leave their duties, in order to ensure that all appropriate steps are taken to eliminate or reduce health and safety risks.

If, following the efforts to reduce or remove the causes of all risks, there are still risks in the working environment, the organisation must, at its own costs, provide the staff with any appropriate personal protection equipment required. In the event of a work-related injury, the supplier must administer first aid and assist the employee in receiving further medical care.

A representative of the company management must be appointed to be responsible for ensuring a healthy and safe workplace for all employees and for implementing the requirements of these guidelines on health and safety protection. Additionally, an Occupational Health & Safety committee must be set up, consisting of a balanced group of representatives of management and employees. It should assess formal, regular work-related health and safety risks, in order to identify and remove existing and possible health and safety risks. Assessment reports and records of any corrective and precautionary measures taken must be kept.

All decisions made must be effectively communicated to all staff members. In order to ensure the improvement of health protection and safety conditions in the workplace, the committee must receive regular training and retraining.

The employees must be regularly permitted to attend health and safety training sessions and, if necessary, work-related training.

This training should be repeated for all employees joining the company or changing division and in the event of any changes or additions.

The supplier must guarantee all staff members free access to clean sanitary facilities, drinking water, appropriate premises for meal breaks and, where necessary, sanitary food storage facilities.

The supplier must ensure that all overnight accommodation that is made available to the staff members is clean and safe and covers the basic needs, irrespective of whether it owns these itself, leases them or is contractually responsible for them.

All staff members are entitled to remove themselves from situations of grave danger without first being required to secure the permission of the employer.

6. Freedom of association

The right of the employees freely to join together in accordance with the locally applicable laws and to join unions or to organise these and to carry out collective negotiations must be respected. In situations in which the right to the freedom of association or collective bargaining is restricted by law, the employees must be permitted freely to elect their own representative.

Employee representatives, union members and other staff members who are involved in the organisation of workers must be protected from any manner of discrimination, harassment, threatening behaviour or oppression on the grounds of their activities. They may contact their colleagues at their places of work and carry out their responsibilities without restriction, as long as this is not prohibited under the law valid in that country.

7. Discrimination

The supplier undertakes to oppose all forms of discrimination, within the scope of the valid laws and rules, for instance also with regard to its own staff members and business partners. As regards recruitment, pay, access to training, promotion, dismissal or retirement, no discriminatory action must be carried out or supported with regard to race, nationality, geographical or social origin, family obligations, family status, union membership, political views, age or any other possible situation. Nothing may prevent employees from exercising their rights. Nothing may prevent the right for needs to be met regarding race, nationality or social origin, religion, disability, sex, sexual orientation, family obligations, union membership, political views or any other possible situation.

Threatening, offensive, exploitative or sexually coercive behaviour, including gestures, language or physical contact, are forbidden at the workplace and in all premises leased by the company or for which the company is contractually responsible. Forcing women to take pregnancy or virginity tests is not permitted under any circumstances.

8. Disciplinary measures

The employees must be treated decently and respectfully. There may be no involvement in or toleration of any corporal punishment, mental or physical coercion or verbal abuse of the employees. Harsh or inhumane treatment is prohibited.

9. Working hours

The supplier must comply with the national laws, collective agreements and industrial standards regarding working hours, breaks and statutory public holidays. The working week is laid down by law, but may not exceed 48 hours.

After six consecutive days of work, at least one day off must be provided. Exceptions to this rule apply only if the law of the land allows working hours to exceed this limit and a freely negotiated collective agreement is in place that allows average working hours, including appropriate rest periods.

10. Payment

The supplier must ensure that the pay for a normal working week, not including overtime, always corresponds to at least the legal or industry minimum standard or the collective agreements.

The supplier must pay wages that cover basic needs and provide some discretionary income.

All additional payments provided for by the rules valid in the country must be paid. In countries in which a higher rate for overtime is not laid down by law or collective agreements, the staff must be compensated for overtime with the higher rate in line with the company standards or prevalent industry standards.

Undue deductions and deductions as disciplinary measures are prohibited. Exceptions apply only if wage deductions as disciplinary measures are permitted by the law of the land and a freely negotiated collective agreement is in place which allows this practice. Wages and social contributions may under no circumstances be paid late or be limited, for instance in the form of vouchers, coupons or bills of exchange.

The supplier may not use labour-only contracting, a series of successive short-term contracts and/or other programmes in order to circumnavigate its responsibilities towards the employees in line with the valid law and rules as regards employment and social security.

11. Compliance with competition law

The supplier must comply with the rules of free and fair competition and in particular, all statutory provisions of the anti-trust legislation must be complied with.

12. Foreign trade

All provisions of the foreign trade, tax and customs laws of all countries in which the supplier is in business must be complied with.

13. Protection of operating/business secrets and data protection

Operating and business secrets and all other confidential information must be treated as strictly confidential. This information must be appropriately protected from being inspected or passed on to third parties. In all use of personal data, the protection of privacy must be complied with and the security of these data guaranteed.

14. Supply chain

The supplier undertakes to ensure that the contents of this Code of Conduct are correspondingly implemented by its suppliers and sub-suppliers as far as it is able to do so.

15. Management System

These policies and procedures shall be effectively communicated and made accessible to personnel in all appropriate languages.

The GEKA Group has appointed a Compliance Officer to monitor the principles laid down in this Code of Conduct:

- Compliance Officer -
Tel.: +49 9822 87 190
Email: ComplianceGEKA@sulzer.com

The Compliance Officer is your contact in the event of any doubt and will make decisions relating to the situations provided for in this code of conduct. All suppliers may notify the Compliance Officer of any suggestions and complaints, but in particular also infringements of this code of conduct.

If any supplier would prefer not to approach GEKA GmbH with complaints about or breaches of this code of conduct, they can also enter a report in the Sulzer Compliance Platform or call the Sulzer Compliance Hotline, who will, if required, treat both this approach and any further information anonymously and in the strictest of confidence:

File a report:

To file a report please visit the following web site:

www.sulzercompliancehotline.com

You can either directly file your report in the web reporting form or you can call the telephone hotline. By clicking on "Telephone Number", you will find the available toll free number for your country. When calling the telephone hotline, you need to enter the following access code after the prompt: 833-400-1136.

16. Corrective actions

In the event of non-compliance with the requirements of this code of conduct, corrective measures are agreed between the supplier and GEKA GmbH, to be implemented within an appropriate period of time.

17. Right of termination

In the event of serious cases of non-compliance with the requirements laid down in this code of conduct or ongoing non-compliance with the requirements defined in this code of conduct following the extensive implementation of corrective measures as described above, GEKA GmbH is entitled to terminate the business relationship, including all subordinate suppliers or service providers.

An appropriate notice period to implement the corrective measures must be provided before the right of termination is exercised.

GEKA GmbH would like to thank you for your support and is delighted to have laid a foundation for growth and sustainability with its suppliers.

Signature of consent

I have read the GEKA Code of Conduct and confirm that the following company practices its business in compliance with requirements mentioned above.

Company: _____

Stamp: _____

Name (Print): _____

Signature: _____

Position: _____

Date: _____