



The organization/company/supplier

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Signs the Supplier Code of Conduct (“Code”) and commits itself to abide to the Principles as defined below in following pages for the equipment it produces, buys, installs or specifies.

This Code outlines Airmod’s expectations/requirements regarding labor and human rights, health and safety, environmental protection, ethics, and management responsibility.

This Code applies to suppliers and their subsidiaries, affiliates, and subcontractors (each a “Supplier”) providing goods or services to Airmod, or for use in or with Airmod products.

The Supplier shall do its maximum to implement these Principles through its whole supply chain. This Supplier Code of Conduct is not intended to replace the laws and regulations in force in any country where the Supplier operate. It seeks to encourage and respect these laws and regulations and promote economic and social well-being by improving living conditions and combating discriminatory practices at work.

The Code of Conduct is also available in [www.airmod.tech](http://www.airmod.tech)

The organization, through regular reports or audits, will keep Airmod informed on the implementation of this Code of Conduct.

For the organization,

**Director or person authorized to sign:**

Name: .....

Managerial Function: .....

Address: .....

Tel. ....

Email .....

Date: .....

**Signature:** .....

# THE PRINCIPLES

## 1 Relationship with National and International Law

In addition to complying with the following provisions as detailed in sections 1 to 6 below, the Supplier shall always comply with applicable laws, regulatory provisions and all contractual obligations as agreed between the Supplier and Airmod ("the Parties"). This shall include the US Foreign Corrupt Practices Act, the UK Bribery Act, and the Act No. 2016-1691 of December 9, 2016 on transparency, non-bribery measures and modernization of economic life known as "Loi Sapin II" (French Law) where applicable. Furthermore, the Supplier shall adhere to any international trade sanctions (including embargoes) which shall include any sanctions that may be in force as a result of a resolution passed pursuant to Chapter VII of the UN Charter by the UN Security Council, and any sanction that may have been imposed by the European Union. The Parties agree that adhering to this Supplier Code of Conduct is a main contractual obligation under the Contract.

Supplier shall bind its contractors and/or subcontractors (hereinafter referred to as "Subcontractors") to the Principles of this Supplier Code of Conduct insofar as they are involved in provisioning deliverables under the Contract.

## 2 Underlying Principles

The Supplier shall respect internationally proclaimed human rights and shall avoid being complicit in human rights abuses of any kind. The Supplier shall respect the personal dignity, privacy and rights of each individual. Slavery in all forms is forbidden. Furthermore, the Supplier shall adhere to all standards drawn up by the International Labor Organization (ILO).

## 3 Social Responsibility Practice

### 3.1 Freedom of Association and Right to Collective Bargaining

In conformance with local law, Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities.

Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

The Supplier shall seek to implement internationally recognized standards, e.g. ILO Conventions, without violating national legislation. It shall ensure that its employees and representatives including temporary (agency) workers may openly express themselves in their company concerning matters related to their working conditions.

### 3.2 Child Labor

Child labor is strictly prohibited. "Child labor" means the definition of ILO-IPEC and of Article 32 of the United Nations Convention on the Rights of the Child (UNCRC). If any child is found working at the premises of the Supplier, the Supplier shall immediately take steps to redress the situation in accordance with the best interests of the child or to stop any cooperation with the Supplier.

In conformance with local law, Suppliers shall respect the rights of young workers, students...

### 3.3 Diversity and non-discrimination

The Supplier shall prohibit and fight negative discrimination based on race, color, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status, disability, pregnancy, and shall promote diversity, equality of opportunity or treatment in employment and occupation.

### **3.4 Remuneration**

The Supplier shall provide remuneration according to national legal standard on minimum wage and avoid any wage deductions as disciplinary measure. National Laws or Standards should be applied. Where no national legal standards exist, the remuneration shall be enough to meet basic needs. The Supplier shall not use deductions from wages as a disciplinary measure. Deduction from remuneration as a disciplinary sanction shall not be authorized.

Working hours, including overtime, shall comply with applicable local laws. The Supplier shall respect the individual worker's need for recovery and secure that all workers have the right to adequate leave from work with pay.

Workers shall be allowed to have at least 1 day off every 7 days.

### **3.5 Health and Safety**

The Supplier shall provide its workers with a safe and healthy workplace and should implement effective programs to – where necessary – improve the working environment. The Supplier shall do its maximum to control hazards and take necessary precautionary measures against accidents and occupational diseases. The Supplier is encouraged to implement a Health & Safety Management System.

### **3.6 Human Treatment**

The Supplier shall not give inhuman treatment, sexual harassment, sexual abuse, mental or physical abuse.

## **4 Environmental Responsibility Practices**

### **4.1 Environmental Protection, Natural Resources and Waste Management**

The Supplier shall take a precautionary approach towards environmental challenges, undertake initiatives to promote greater environmental responsibility, and encourage the development and diffusion of environmentally friendly technologies.

The Supplier shall act in accordance with relevant local and internationally recognized environmental standards and applicable local laws, whereby the highest standard shall be applied including but not limited to ROHS, REACH and WEEE .

The Supplier shall minimize its environmental impact and should implement measures contributing to the protection of the environment.

Airmod expects Supplier to follow the rules of circular economy during the whole product life cycle: production, distribution, installation, use, end-of-life management (you may refer to ISO 14044).

Recycling material shall be used as much as possible.

The Supplier shall minimize or strive to avoid hazardous air emissions, energy consumption and CO2 emissions. In particular, the Supplier shall develop products and services that feature low energy consumption and CO2 emission reduction during the whole life cycle. The Supplier shall obtain and adhere to all necessary permits and strive for the implementation of an Environmental Management System based on international standards such as ISO 14001.

### **4.2 Conflict Minerals**

The Supplier is requested to track the source of conflict minerals (3TGs, OECD), Conflict Minerals and derivatives are usually sourced from affected location like Democratic Republic of Congo (DRC) and some adjoining countries, mined in conditions of armed conflict and human right abuses.

The Supplier is responsible to check if additional Minerals have been added (Cobalt for example...)

We ask the Supplier to put in place a Due Diligence policy and measurements and to promote transparency along its own supply chain.

This rule will be Mandatory from 2021/01/01.



## **5 Prohibited Business Practices (Compliance Part)**

### **5.1 Anti-Corruption**

The Supplier shall refrain from any form of corruption or actions that could potentially be construed as such. The Supplier may not offer, promise or grant illegal benefits to national or international public officials or decision-makers operating in the private sector in order to achieve a preferential treatment or favorable decision; same applies when dealing with donations, gifts or invitations to business meals and events.

The Supplier may not allow itself to be promised or offered advantages and shall not accept the same if this may or shall create the appearance to the party bestowing the advantages that it can thus be influenced in business decisions. Likewise, the Supplier may not request advantages.

The Supplier shall avoid conflicts of interest that may lead to risks of corruption.

### **5.2 Competition**

The Supplier shall respect the rules of free and fair competition in all business relation, in particular not act against any competition and/or antitrust law.

### **5.3 Sponsorship**

All sponsoring measures by Supplier must be in accordance with current legislation.

### **5.4 Political Contributions**

The Supplier shall not donate money or grant any monetary benefits to any political party unless permitted by law.

### **5.5 Money Laundering**

The Supplier shall take all measures to prevent money laundering within its sphere of influence.

### **5.6 Data Security and Data Protection**

The Supplier shall adhere to all applicable data protection laws and all specific data protection and security requirements agreed to in the Contract.

## **6 Compliancy & Monitoring**

In order to ensure compliance with the Principles as outlined in this Supplier Code of Conduct for the duration of the Contract, the Supplier shall provide on demand all elements requested to establish such compliance, and shall inform Airmod without any delay, when it knows or has reason to know, of any failure to comply with the Principles by itself or by any Subcontractor, as well as the corrective measures adopted to ensure compliance with the Principles.

In case of modification of the legal and/or regulatory framework as well as any judicial decision that would imply violation of the Principles by one of the Parties, Airmod may introduce the relevant modifications that the Supplier shall adhere to.

If not covered in the Contract, the following shall apply for Social, Environmental and Compliance Audits:

Airmod and/or its authorized representative are entitled to conduct monitoring activities towards the Supplier and its Subcontractors to evaluate the Suppliers and Subcontractors actual conformity with the Principles. This includes Airmod and/or its authorized representatives right to perform audits including on-site inspections, questionnaires and/ or interviews with selected employees at Suppliers premises, construction sites and/ or other locations where work is carried out on behalf of the Supplier. The Supplier acknowledges that Airmod has the right to request and receive further information, if deemed necessary. At the request of Airmod, the Supplier shall inform Airmod of the measures adopted to ensure compliance with the Principles. In the case of non- conformity with the Principles, any non-conformity shall be notified to Airmod and followed by a dedicated improvement plan that needs to be fulfilled in due course.

## 7 Links for information only

- FCPA (US Foreign Corrupt Practices Act): <https://www.justice.gov/criminal-fraud/foreign-corrupt-practices-act>
- UK Bribery Act: <http://www.legislation.gov.uk/ukpga/2010/23/contents>
- UN (United Nations): <https://www.un.org/en/sections/un-charter/chapter-vii/>
- ILO : <https://www.ilo.org/global/about-the-ilo/lang--en/index.htm>
- ILO-IPEC: <https://www.ilo.org/ipec/lang--en/index.htm>
- UNCRC (United Nations Convention on the Rights of the Child): <https://www.unicef.org.uk/what-we-do/un-convention-child-rights/>
- ROHS : <https://www.rohsguide.com/>
- REACH : <https://echa.europa.eu/EN/regulations/reach/understanding-reach>
- WEEE : [https://ec.europa.eu/environment/waste/weee/standards\\_en.htm](https://ec.europa.eu/environment/waste/weee/standards_en.htm)
- ISO 14001 : <https://www.iso.org/files/live/sites/isoorg/files/store/en/PUB100371.pdf>
- OECD or OCDE (3TGs).

Refer to: OECD (2016), *OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas: Third Edition*, OECD Publishing, Paris.  
<http://dx.doi.org/10.1787/9789264252479-en>

### More information :

- EICC: <http://www.eiccoalition.org>
- CFSI <http://www.conflictreesourcing.org> CMRT (Conflict Mineral Reporting Template available for download)