



# **Business Partner CODE OF CONDUCT**

**FM Logistic Corporate**

V1.3 2022 - Applies to all subsidiaries

Dear Business Partner,

FM Logistic is committed to do business in compliance with the law, social and ethical standards as well as to act in a responsible and sustainable manner. This is a part of our Corporate identity which is based on the ethical values of integrity, respect and fairness.

We intend to maintain these standards in all of our business dealings. Thus, we have outlined in this Business Partners Code of Conduct (hereinafter "Code") our standards with regard to compliance, with all applicable laws, the fight against corruption, the protection of human rights and the non-discrimination principle, respect for labor standards , ethics, health & safety and our policy of sustainable development.

FM Logistic strives to maintain a close, trustful and sustainable relationship with its Business Partners based on the highest possible standards of business. Therefore we consider the principles outlined in this Code as essential conditions for a business relationship with FM Logistic.

This Code is a cornerstone of our compliance program and we believe it will foster trustful cooperation with our partners, either customers or suppliers.

Kind regards,

**Jean-Christophe MACHET**

CEO of FM Logistic Corporate



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## A. General provisions

This Code applies worldwide to all suppliers, service providers, advisors, intermediaries or customers (hereinafter "Business Partner") and to their subsidiaries which are in business relation with any entity of the FM GROUP, (hereinafter "FM" or "Company").

Furthermore, this Code applies to the Business Partner's affiliated companies, sub-suppliers and sub-contractors. The Business Partner will use its best efforts to ensure that all of its sub-suppliers and sub-contractors involved in the FM LOGISTIC supply chain adhere to the requirements and standards laid down in this Code.

The Code becomes an integral and binding part of the business relationship between FM and the Business Partner. FM expects all its partners to comply with the principles laid down in this Code.

In case of stricter national laws or regulatory requirements these will prevail over this Code.

### Compliance with applicable laws and regulations

The Business Partner should comply with all applicable laws and regulations in all countries in which it conducts its business activities or from which FM Logistic obtains goods or services from the Business Partner.

Business Partner should take the necessary measures acting in compliance with all laws and regulations relating to anti-trust, data privacy and international economic sanctions (embargoes and trade compliance legislations...). If such laws and regulations require a higher standard than those set out in this Code, they will apply. If the ethical standards set out in this Code provide for a higher standard, then they shall supersede local laws and regulations, unless this results in illegal activity in the countries in which Business Partner operates.

### Human rights, harassment and non-discrimination

The Business Partner respects and supports compliance of internationally recognized Human rights.

The Business Partner commits, within the scope of prevailing laws and statutes, to oppose all forms of discrimination, including, but not limited to, with regard to its employees and business partners. Any discrimination based on race, color, age, gender, ethnicity, origin, nationality, sexual orientation, religion, disability, pregnancy, political affiliation, union membership, marital status or due to any other prohibited factor.

Business Partner commits to taking action against all types of harassment. No worker should be subject to any physical, sexual, psychological, verbal harassment abuse or other form of intimidation.

### Ethics alert mechanism

FM encourages a speak up culture. The Business Partner can alert FM Logistic as to any inappropriate conduct or behavior with transparent, fair, accessible and confidential procedures that result in swift, unbiased and fair resolution of difficulties which may arise as part of their working relationship. The whistleblower will be protected from any retaliation for submitting such an alert, in good faith, to [FM Logistic hotline \(ethics@fmlogistic.com\)](mailto:ethics@fmlogistic.com).

## B. Ethical Standards

FM Logistic Executive Management has given a clear message about its zero tolerance of any form of bribery or illegal activities. We request from all our collaborators a commitment to integrity, respect and fairness which are the key ethical values. These values characterize our identity and the way we want to establish a trustful and productive cooperation with our Business Partners.

Thus, we expect our Business Partners to take the same commitment i.e., that they apply the highest standards of integrity throughout their business activities and relationships.



## Integrity, anti-corruption and compliance program

Business Partner's Executive Management is expected to set a clear guidance and to take all necessary steps to prevent and prohibit any forms of subornation, corruption, extortion, influence peddling and embezzlement.

The Business Partner is not allowed in the course of business dealings to offer, promise, demand, give or accept gifts, payments, invitations or services that are provided with the aim of influencing a business relationship in a prohibited way or which risk jeopardizing the professional independence of the counterparty.

FM expects its Business Partners to take reasonable steps to monitor their business activities with their third parties as to their compliance and anti corruption policies. Such monitoring should be reviewed and updated on a regular basis.

Business Partner accepts to comply with all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the European Union, France, and the jurisdictions in which the Business Partner is established.

## Gift Policy and Courtesies

A "courtesy" means any type of benefit that goes beyond the contractually agreed payment and could be used by an individual, provided that it is offered without intent to influence or to get any counterpart. The term «gift» includes, for instance, cash or equivalent, gifts, any form of hospitality, meals, sporting and entertainment events, tickets, accommodation, perks, services, price reductions and other benefits.

Company's Business Partners are requested not to influence the decision making process of public officials (such as civil servants or government employees) or any private business partners by making any offers of payment of courtesies or similar gratuities.

Courtesies and gift in the form of money, or equivalent, to either a collaborator of the Company or an associated person (e.g. a family member) of a FM Logistic collaborator are strictly prohibited. Any gifts or courtesies to or from a FM Logistic collaborator must at all the times be professional, appropriate and reasonable. It is appropriate, if it reflects standard local business custom. The Company's Gift Policy requests that any gift or courtesy be submitted to a prior approval procedure.

Business Partner shall be informed that all gifts are redistributed within FM Logistic social events, such as Tombola organized to collaborators.

Invitations to Company's collaborators are only acceptable, if at least 70% of the time of the relevant event has any business or professional relevance (e.g. in the form of presentations, product information or trainings).

## Accuracy of books, registers and information

FM expects accurate bookkeeping in accordance with laws, regulations and standards as applicable.

Information supplied by the Business Partner regarding its business activities, structure, financial situation and performance is to be disclosed in accordance with relevant regulations and prevailing industry practices. Falsification of records or failure to faithfully report transactions is unacceptable.

## Intellectual property and trade secrets

Intellectual property rights are to be respected thoroughly by the Business Partner. Transfers of know-how and technology are to be conducted in a manner that sufficiently protects intellectual property rights. The Business Partner and its employees are required to safeguard trade secrets. Confidential information concerning FM Logistic must not be released, copied, forwarded to third parties or made available in any other way without prior written authorization by the Company.

**The respect of anti corruption legislation, competition and data protection laws and strict compliance with international sanction regimes is requested.**

**Any business information given reflects the true picture.**

**Confidential information, design rights and copyrights are respected.**



## Use of Personal Data

Privacy and information security laws, as well as regulatory requirements with regard to the collection, storage, processing, transmission and sharing of personal information are to be adhered to.

## Conduct vis-à-vis competitors

The Business Partner respects fair competition rules. Thus the Business Partner will comply with laws that uphold and promote competition, in particular prevailing antitrust laws, as well as laws that regulate competition.

## Conflict minerals

The Business Partner should provide reasonable guarantee, when applicable its products, that so called "conflict minerals" like tantalum, tin, tungsten and gold in the products sold to FM Logistic neither directly nor indirectly finance conflicts, or benefit armed groups that are perpetrators of serious human rights violations in the Democratic Republic of the Congo or adjoining countries (see also section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act on the use of conflict minerals).

Due diligence is to be exercised on the source and chain of custody of these minerals. Relevant measures are to be documented, e.g. by means of the EICC/GeSI conflict minerals reporting template (available via [www.conflictfreemelter.org](http://www.conflictfreemelter.org)). Measures taken are to be made available to the Company upon request.

## C. Labor Standards

FM Logistic is committed to upholding the Human rights of workers and to treating them with dignity and respect, as reflected in our corporate values.

We expect our Business Partners to respect the conventions laid down by the International Labor Organization (ILO). This applies to all workers, including temporary, contract and direct employees.

### Equal employment opportunity and treatment of employees

The Company is committed to a policy of equal employment opportunity to ensure that there shall be no discrimination against any collaborator or applicant on the grounds of race, color, religion, sex, sexual orientation, age, disability, national origin or any other factor made unlawful by applicable laws and regulations. Employees are treated equally and without prejudice. Unacceptable treatment of employees such as abuse of power, physical punishment and sexual harassment is not tolerated at all. Business Partners must take commitments on the same issues.

### Prohibition of forced labor

Any form of forced, bonded or enslaved labor, involuntary prison labor, slavery or trafficking of persons is prohibited. All work and service are voluntary and workers are free to terminate their employment according to the contractual terms agreed.

### Prohibition of child labor

Child labor is not exercised at any stage of business activities. The term "child" refers to any person employed under the age of 15 years; in exceptional cases only, e.g. in those countries subject to the developing country exception of the ILO Convention 138, a minimum age of 14 years may be acceptable. When young workers are employed they must not do work what is mentally, physically, socially or morally dangerous or harmful or interferes with their schooling by depriving them of the opportunity to attend school. In the case of hazardous work, the minimum age is 18.

### Working hours

Working hours per day and week are not to exceed the maximum set by local law.

Personal data is processed according to local law and other requirements.

Conflict minerals must be sourced without compromising Human Rights standards.

Our values: trust, openness and performance





The standard working hours of a week should not exceed 48 hours and the complete working hours of a week (including overtime) should not exceed 60 hours, except in emergency cases. Employees shall be allowed at least one day off per seven day week.

## Wage

Remuneration paid for regular working hours and overtime shall be fair and in compliance with national statutory wage minimums or industrial standards. **The Business Partner must be in line with the basic local requirements and up-to-date regarding the payment of its duties toward any local administration (such as, but not limited to: Tax or Social contributions).**

## Freedom of association

Employees have the right to associate freely, to join or not to join labor unions and workers' councils, in accordance with local law, and to conduct collective negotiations. Employee representatives are to be protected against any kind of discrimination.

## D. Health & Safety Standards

FM Logistic places the health and safety issues, such as its collaborators' safe working environment as the top level priority of the Company. Compliance with all regulations in respect of health and safety at work is a matter of utmost importance to us.

We expect our Business Partners to be clearly committed to occupational health and safety, to apply generally accepted standards like ILO convention 155, to assign corresponding responsibilities and to establish occupational health and safety management. This should be adapted in accordance with the Business Partner's risk profile, size and local requirements.

### Occupational safety

The exposure to potential safety hazards is to be controlled by a proper process and workplace design, safety regulations and ongoing safety training. Furthermore, workers are to be provided with appropriate personal protective equipment.

### Emergency readiness and Business Continuity Plan

The emergency situations are to be identified and assessed and all the related impacts are to be minimized by precautionary actions, emergency plans and procedures. Incidents are to be tracked, reported and further investigated to enable corrective actions.

### Hygiene and living conditions

Workers are to be provided with clean sanitary facilities and potable water as well as sanitary food preparation and eating facilities. If provided by the Business Partner, workers' dormitories are to be maintained clean and safe.

### First aid

Business Partner shall establish and maintain appropriate first aid equipment at the facility and make it available to workers at all times.

The location of the equipment shall be prominently marked and communicated to workers.

Business Partner maintains records of health and safety trainings and accidents and injuries at the workplace.

## E. Environmental standards

Company is promoting an increased awareness in its environmental footprint, an important element related to business activities. Linking economic efficiency and environmental protection is therefore a central issue in the FM Group and is decisive for our operations and actions.

Employee representatives may contact their colleagues at their workplaces and exercise their duties without any restrictions other than defined by national regulations.

Employees' health and safety standards must be met.

Training and protective equipment to prevent accidents.

Emergency plans are implemented and regularly revised.

Proper sanitary and eating facilities are provided.

We minimize the impact on community, environment and nature as much as possible.



Thus we expect our Business Partner to act responsibly and to limit potential adverse effects of business operations on the community, environment and natural resources to a minimum. We consider the existence and effectiveness of a suitable environment management system on the basis of ISO 14001 or similar standards, as an important criteria of selection.

### **Environmental permits and disclosure requirements**

All mandatory environmental permits, approvals, registrations and licenses required for the business operations of the Business Partner are to be obtained, documented, maintained and kept current. Disclosure and reporting requirements are to be thoroughly followed.

### **Pollution prevention and resource management**

Waste, emissions and the consumption of resources like energy and water are to be kept to a minimum. The Business Partner is expected to constantly assess and improve its business operations by actions such as modifying production, maintenance and facility processes as well as reusing and recycling materials.

### **Hazardous substances**

Substances posing hazards to the environment (if discharged) are to be identified and managed to ensure proper handling, transportation, storage, use, reuse or recycling and disposal.

Restrictions of the use of hazardous substances (RoHS,) as stipulated by applicable laws, are to be followed for all materials, parts, components, semi-finished goods and trade goods delivered to Company.

Furthermore, the requirements regarding the registration, evaluation, authorization and restriction of chemicals (REACH) as defined in the European Union Regulation No. 1907/2006 are to be observed for all goods supplied and deliveries made to Company. The Full Material Disclosure is requested.

### **Wastewater and solid waste**

Any waste and solid waste generated from operations, industrial processes and sanitation facilities are to be specified, monitored, controlled and treated as required prior to discharge or disposal. When using third party waste management providers, proper documentation and evidence on the compliant processing and disposal are to be kept as well.

### **Air emissions**

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals or combustion by-products generated from operations are to be specified, monitored, controlled and treated as required prior to discharge.

## **F. Monitoring approach**

Company expects a clear commitment of its Business Partners towards this Code. Therefore, the Business Partner shall prepare and maintain appropriate records to demonstrate its compliance with this Code.

The degree of compliance monitoring regarding this Code, depends on the extent and nature of the business relationship as well as the service and risk profile of each Business Partner with regard to the requirements stated in this Code.

### **Self-assessments**

Company expects its Business Partners to perform a self-assessment regarding its compliance with the standards, laws and regulations for legal compliance, human rights and nondiscrimination, labor, ethics, environment, health & safety, tax & social charges and conflict minerals treatment based on a questionnaire.

The Business Partner is not requested to disclose any trade secrets when answering the questionnaire.

**Any environmental documents needed for operation must be obtained, archived and disclosed as required.**

**We use resources purposefully and economically and minimize waste.**

**Hazardous materials are avoided, handled diligently and, if possible, reused or recycled.**

**Measures are taken for appropriate disposal of waste from operations and evidence kept.**

**Emissions are to be avoided, as much as possible.**



The Business Partner will have to answer the questionnaire upon request and is expected to answer it within four weeks after receipt of the questionnaire sent by Company.

### Regular on-site audits

As part of our ongoing Business Partner quality audits, which can be carried out by Company or any third party auditors mandated by Company, the compliance with the requirements of this Code will be verified at the Business Partner's premises. If the audit is conducted by a third party auditor, such auditor will be subject to an obligation of confidentiality.

### Incident driven audits

In case of severe and confirmed suspicion of a contravention of this Code, an incident driven audit that focuses the compliance with this Code shall be carried out, either by Company or its mandated third party auditors. If the audit is conducted by a third party auditor, such auditor will be subject to an obligation of confidentiality.

Audits (i.e. regular onsite audits and incident driven audits) are only carried out following prior notification by FM Logistic (which may be shorter in case of an incident driven audit), within the usual business hours and according to local laws. Company will ensure that the Business Partner's business activities will not be interrupted and all the confidentiality obligations are duly respected and that all personal and business information obtained during the audit will be handled in line with applicable legal regulations, treated as strictly confidential and used only for the purpose of the audit.

### Disclosure of certificates and registrations

The Business Partner should provide all relevant certificates and registrations related to its business operations with FM Logistic, upon request. Company assures that all information provided will be kept confidential.

## G. Failure to comply

### Corrective actions

In case of noncompliance with the requirements of this Code, Company and the Business Partner shall agree on the corrective actions to be taken within a reasonable time frame. All actions agreed to will be closely monitored until the final resolution. The compliance with this Code is a part of the Company's Business Partner's qualification, evaluation and development process.

### Termination right

FM Logistic is entitled to terminate the business relationship, including any subordinate agreements, in the event of (i) severe noncompliance with the regulations stated in this Code or (ii) ongoing noncompliance with the regulations stated in this Code following a failure to implement the corrective actions as mentioned in the preceding paragraph.

Before exercising the termination right, Company has to set an appropriate deadline to remedy the noncompliance, unless the noncompliance is so severe that Company cannot be reasonably expected to be bound by the relevant contract any longer; in the latter case, Company has the right to terminate the relevant contract with immediate effect, without liability.

The termination may extend to the entire business relationship or only to parts thereof, at Company's discretion.

**Business Partner must especially be up to date with their respective payments of all taxes, duties, wages and/or social charges.**

**In case of non-compliance, Company and the Business Partner agree on the corrective actions, which shall be followed up.**

**Company has the right to terminate the business relationship in case of severe or continuous non-compliance, without liability.**



## H. References

The following standards were used in preparing this Code and might be useful as reference and source of further detailed information.

- [Sapin II Act December 9th 2016-1691.](#)
- [EU sanctions map](#)
- [ILO Code of Practice in Safety and Health](#)
- [ILO International Labor Standards](#)
- [ISO 14001](#)
- [OHSAS 18001](#)
- [REACH – Registration, Evaluation, Authorization and Restriction of Chemicals – European Union Regulation no. 1907/2006](#)
- [REACH https://single-market-economy.ec.europa.eu/sectors/chemicals/reach\\_en](https://single-market-economy.ec.europa.eu/sectors/chemicals/reach_en)
- [RoHS – Restriction of the Use of Hazardous Substances – Directive 2011/65/EU of the European Union](#)





# Compliance statement

# Compliance statement

We, the undersigned hereby confirm that:

We have received and taken due note of the contents of the FM Logistic Code of Conduct for Business Partners.

We are aware of all relevant laws and regulations of the countries in which our company operates.

We will report to FM Logistic any case of violations of the Code.

We will comply with the FM Logistic Business Partner Code of Conduct's requirements, based on a continuous improvement approach and without amendment or abrogation.

We will ensure that all of our workers and subcontractors comply with the content of the FM Business Partner Code.

**COMPANY NAME :**

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**INDIVIDUAL NAME AND TITLE:**

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**SIGNATURE:**

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**DATE & PLACE:**

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This document must be signed by an authorized representative of the Business Partner & returned to your contact person from FM Logistic

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