

Code of Conduct for Business Partners



Preamble

It is LECAPELL's policy to conduct business in a fair and sustainable way. We commit to respect the laws, ethical rules of fairness, fundamental rights of our employees, our customers and business partners.

We see proper conduct and adherence to our standards as minimum requirements to engage in business with a partner, and have defined these standards in the following document.

Please direct questions and inquiries to the responsible department at info@lecapell.com

General

- I) Contractual partners conduct their business in a fair and ethical manner and act in an integer way.
- II) Contractual partners comply with all local and international laws and accept ethical principles.
 - Labour law, competition law, the law of privacy and the intellectual property law in particular.
 - Complying with generally accepted ethical principles implies going beyond legal requirements. Contractual partners shall care for the environment, the health and safety of their employees; and for proper behaviour in business as defined in the LECAPELL company policy.
- III) To prevent misconduct and conflict of interests it is required of all contractual partners to conform to local and international anti-corruption laws. The interests of the partner and the personal interests of persons in both parties are to be kept separate. The contractual partner shall not be involved in any practices that are contrary to law and distort competition.
- IV) Contractual partners take precautions to protect the received data against manipulation, loss, destruction or against access by unauthorized persons or unauthorized disclosure. Safety measures must be constantly improved in line with technological developments.

Labour

- I) Contractual partners treat their workforce with care and respect their fundamental human rights.
- II) Contractual partners refrain from child labour and comply with the regulations of the International Labour Organization.
- III) Contractual partners do not engage in human trafficking or any action associated with it.
- IV) Contractual partners do not utilize any non-voluntary labour.
- V) Contractual partners do not discriminate against employees in any respect, be it religion, gender, colour, sexual orientation, nationality, age, disability, origin or political orientation.
- VI) Contractual partners compensate their workforce according to national laws. Contractual partners must adhere to local rules and regulations regarding labour laws, ensuring that the maximum working hours and adequate rest periods are respected.
- VII) It is a fundamental right of any employee to found or join associations, trade unions or other collectives. Contractual partners recognize such rights and shall respect the freedom of assembly of their employees as well as the right to association and collective bargaining within the framework of the applicable legal regulations.

Health and Safety:

- I) Contractual partners must create and maintain a safe and healthy working environment, implement preventive actions to avoid accidents, professional diseases and dangers from hazardous materials.
- II) Contractual partners ensure that their products are safe and of consistent quality by implementing and maintaining an appropriate quality control system and by using high quality materials and components. Contractual partners should immediately adapt to legislative changes affecting their products and use up to date technical standards exclusively.
- III) Contractual partners commit to keeping their production facilities safe and properly maintained.
In order to minimize risk for their workforce contractual partners will regularly train employees on the potential dangers of the machines and the materials used.
- IV) The contractual partner shall provide proper protective equipment, monitor the usage of said equipment and arrange retraining in case of noncompliance.

Environment:

- I) Contractual partners shall ensure the safe handling, movement, storage and recycling of waste and emissions, preventing the pollution of water and damage to the health of surrounding wildlife, population and environment.
- II) Contractual partners commit to an economic use of natural resources.
- III) Contractual partners must adhere to local emission/exposure laws and guidelines.

Management Systems and Monitoring:

- I) Contractual partners shall introduce and maintain systems and procedures to ensure compliance with all applicable local and international laws, contracts, commitments and justified expectations of their customers.
- II) Contractual partners must inform LECAPPELL about any changes, regardless of their nature, done to their product, their processes or other parameters directly affecting product composition or quality.
- III) LECAPPELL reserves the right to request information on the implementation and execution of the above terms, to conduct audits by ourselves or by third parties at the contractual partners sites and to approach employees, neighbours or municipalities directly in order to request information on specific topics regarding this document.
- IV) The contractual partner accepts that LECAPPELL reserves the right to terminate their contractual relationship in case of failure to comply with this Code of Conduct.



Compliance declaration:

We, the undersigned hereby confirm:

That we have received and taken due note of the version 006/03.2020 of LECAPELL Supplier Code of Conduct and commit ourselves, in addition to our commitments as set out in the supply agreements with LECAPELL, to fully comply with its principles and requirements.

That we effectively communicate the contents of the Code to our employees, agents, subcontractors and suppliers and ensure all measures required are implemented accordingly.

Name: _____	Name: _____
Function: _____	Function: _____
Company Name: _____	Company Name: _____
Company Address: _____	Company Address: _____
Place, date: _____	Place, date: _____
Signature: _____	Signature: _____

The Compliance Declaration must be signed by a duly authorized representative of the company and returned to the assigned LECAPELL contact within 10 working days of receipt.