

## SUPPLIER CHARTER

### Preliminary remarks

SULO SAS and its subsidiaries (« SULO ») want to contribute to the promotion of the fundamental principles of Corporate Social Responsibility (CSR).

SULO's aim is to have all of its suppliers, service providers and sub-contractors (hereafter the "Suppliers") involved in this continuous improvement approach.

This charter ("Charter") applies to all the Suppliers of SULO and intended to be included in its contractual documents. By acceding to this Charter, the Supplier undertake to respect, implement, have respected and implemented all the principles set forth therein by its own suppliers, service providers and sub-contractors, in compliance with contractual provisions and applicable national legislations.

The Supplier shall undertake to setup within its organization the rules and procedures required for compliance with the commitments referred to in this Charter and to make regular assessments.

### I – Supplier commitments required by SULO

#### 1.1. Regulatory compliance

The Supplier must respect all the laws and regulations applicable in the countries where it conducts its activities including:

- the Universal declaration on Human rights of the United nations and its two complementary pacts (the international pact relating to economic, social and cultural rights and the international pact relating to civil and political rights);
- the ten principles of the United-nations global compact;
- the fundamental conventions of the international labor organization (ILO) as well as the ILO declaration relating to the fundamental principles and rights at work;
- the OECD guidelines.

In countries which have not ratified these texts, the Supplier undertakes to make its best efforts to reconcile as far as possible with the principles of the Global Compact.

#### 1.2. Integrity and business ethics

The Supplier shall endeavor to conduct its activities in accordance with the principles of loyalty, integrity and equity.

#### 1.2.1. Respect of competition law

The Supplier undertakes to conduct its activity in compliance with laws on competition and to take any precautionary measures to avoid any anti-competitive practices or conduct. In particular, the Supplier undertakes not to participate in cartels fixing prices, agreements on quotas, production or sales and, more generally, any unfair practices which impede free competition, in particular those intending to oust a competitor from the market or restrict access by new competitors to markets by unlawful means.

#### 1.2.2. Respect of the laws and regulations that aim to fight against corruption and money laundering

The Supplier undertakes, to conduct its activity in strict compliance with the laws and regulations which aim to fight against corruption and money laundering, in all the countries in which it is registered as a company or established and in which it conducts its activities. In particular the Supplier undertakes not to solicit or accept, for itself or for its relatives, or propose or offer to any associates at SULO and any individuals or legal entities with whom it has business relations, any gift, reward, and benefit in kind or in expenditure, that would be of a nature to influence business relations.

The Supplier undertakes to operate transparently and in particular shall ensure that its books, registers and all accounts accurately reflect all payments concerning its transactions.

The Supplier shall ensure that any sub-contractor or other person affiliated therein, in the context of the performance of its contractual obligations with SULO, works on the basis of a written contract, which sets or guarantees the same level of commitment with regard to the fight against corruption and money laundering than that of this Charter.

The Supplier undertakes to establish and implement policies and procedures for the fight against corruption and money laundering. It shall control compliance by all its employees and proxies, as well as any individuals or legal entities with whom it has business relations.

#### 1.2.3. Conflict of interest situations

The Supplier is in a conflict of interest due to a personal connection between him and the people involved in the purchasing process or likely to influence the business relationships with SULO.

When the Supplier is confronted with a risk of a potential or recognized conflict of interest, it undertakes to inform SULO without delay.

### **1.3. Human rights and working conditions**

The Supplier undertakes to respect fundamental rights relating to working conditions, in particular, with regard to:

- recourse to any form of forced or compulsory labor in all its forms;
- use of child labor ;
- discrimination in terms of employment and working conditions;
- equal pay ;
- trade-union freedom and the protection of union rights.

The Supplier undertakes to comply with local legislation on working time and minimum wages, to pay a regular wage, to pay overtime due to employees at the legal rate in force in the host country to provide employees with the legal benefits in force.

The Supplier shall undertake not to have recourse to illegal work such as defined by the rules of the countries in which it is involved.

The Supplier undertakes to be up-to-date with declarative obligations required by social protection bodies and the tax administration, and to pay the duties and contributions due in this regard.

### **1.4. Protection of health and safety**

The Supplier undertakes to create and maintain a healthy and safe working environment to prevent any risk of accident or occupational disease for its employees, sub-contractors, neighboring and users of its products.

The Supplier undertakes to implement a policy and all necessary procedures to identify and prevent risks to the health and safety of its employees, but also of all stakeholders likely to be affected. It shall take all appropriate measures to limit and, as far as possible, eliminate such risks.

The Supplier undertakes to inform SULO of any dangers or risks related to its products or its interventions on SULO sites.

It shall ensure that its employees, service providers and subcontractors comply with the health and safety rules applicable at the time of their interventions on SULO sites.

### **1.5. Environmental protection**

SULO expects its Suppliers to limit their environmental impact by controlling the pollution and nuisances related to their activities, by using natural resources in

a rational manner and by developing responsible management of their waste.

The Supplier undertakes to maintain and update all required environmental approvals.

The Supplier shall avoid the use of toxic products as far as possible. In the event that there is no alternative to the use of such products, the Supplier shall limit their use and ensure that their handling and use are safe for human health. With regard to any other substances, elements or dangerous waste whose use is limited, the Supplier strictly complies with the applicable legal provisions.

The Supplier undertakes to implement traceability of the raw materials, materials and components necessary for its supplies.

SULO encourages initiatives that can reduce environmental impacts, in particular through the use of environmentally friendly technologies and the achievement of ISO 14 001 for environmental impact management and ISO 50 001 for energy management.

## **II – Monitoring and compliance with the Supplier's commitments**

### **2.1. Monitoring and control**

SULO's purchasing department may, depending on the circumstances, take any measures it deems necessary to ensure full compliance with this Charter, in particular by sending questionnaires or by carrying out specific audits of Suppliers and subcontractors, or having them carried out by third parties, at its own expense.

The Supplier undertakes to provide its reasonable assistance and to act diligently in carrying out the audits, in particular by providing in a substantiated and exhaustive manner any information, clarification or explanation reasonably requested by SULO.

The Supplier shall ensure good cooperation and coordination with its own suppliers and subcontractors.

### **2.2. Breaches of Supplier's commitments**

In the event that the Supplier, due to special circumstances, is unable to comply with certain provisions of this Charter, it will be required to notify SULO in order to agree on the corrective measures to be implemented.

If the Supplier discovers that it has or may have violated any of the provisions of this Charter, it will immediately notify SULO and cooperate in any investigation conducted by SULO in this regard.

Any serious and deliberate breach of the commitments set out in this Charter shall constitute a breach of the Supplier's contractual obligations.

In this case, SULO may automatically and without prejudice to any damages:

- request the Supplier to implement the necessary corrective measures within a defined period of time and/or;
- depending on the seriousness of the breach, terminate all or part of the contracts and/or business relationships with this Supplier for wrongful non-performance.

### Approval and signature

I, the undersigned \_\_\_\_\_, in the name and on behalf of \_\_\_\_\_ (Name of the Supplier's company), accept and undertake to comply with this Charter.

Date: \_\_\_\_\_

Fist name, Last name: \_\_\_\_\_

Position: -----

Representative of the Company -----

Signature

## FUNDAMENTAL TEXTS

### FUNDAMENTAL ILO CONVENTIONS

- Convention No. 29 on Forced Labor of 1930, ratified in 1937;
- Convention No. 87 on Freedom of Association and Protection of the Right to Organize of 1948, ratified in 1951;
- Convention No. 98 on the Right to Organize and Collective Bargaining of 1949, ratified in 1951;;
- Convention No.100 on equal remuneration of 1951, ratified in 1953 ;
- Convention No. 105 on abolition of forced labor of 1957, ratified in 1969 ;
- Convention No. 111 on discrimination of 1958, ratified in 1981 ;
- Convention No. 138 on the minimum age for admission to employment of 1973, ratified in 1990;
- Convention No.182 on the worst forms of child labor of 1999, ratified in 2001.

### PRINCIPLES OF THE GLOBAL PACT

#### Human Rights

1. Companies are invited to promote and respect the protection of international human rights law within their sphere of influence; and
2. to ensure that their own companies are not involved in human rights violations.

#### Employment law

3. Companies are encouraged to respect freedom of association and to recognize the right to collective bargaining;
4. the elimination of all forms of forced or mandatory labor;
5. the effective abolition of child labor; and

6. the elimination of discrimination in respect of employment and occupation.

#### Environment

7. Companies are encouraged to apply the precautionary approach to environmental issues;
8. to undertake initiatives to promote greater environmental responsibility and;
9. to promote the development and diffusion of environmentally friendly technologies.

#### Anti-corruption

10. Companies are encouraged to take action against corruption in all its forms, including extortion and bribery.