

PURCHASE CYCLE  
**SUPPLIER CODE OF  
CONDUCT**

## CHARTER

The AXIAN Group, a key player in the sub-region, invests in the long term in strategic and structuring sectors for national and regional development.

To support its development, the AXIAN Group offers all suppliers, producers and service providers the same opportunities to work and “grow together”, in a transparent framework and an innovative spirit, in order to achieve a winning partnership, with the aim of offering the best products and services to the population and to customers.

This charter applies to all companies in the AXIAN Group.

This Code of Conduct has been developed on the basis of the AXIAN Group's values, the principles of fundamental rights, while taking into account international labour and environmental standards. All suppliers of goods and/or services must adhere to the values of this Code of Conduct, as detailed in the following points:

### 1- PERIMETER

The provisions of this Code of Conduct apply to all our suppliers and service providers, whether natural or legal persons. The principles of this Code of Conduct apply to, and must be communicated by, suppliers to their employees, parent company, subsidiaries, affiliates and subcontractors in the local language and in a manner that is most understandable to all.

### 2- CONTINUOUS IMPROVEMENT

The provisions set out in this Code of Conduct define the minimum standards that suppliers are required to meet. Each supplier undertakes to take the necessary steps to continuously improve the conditions of its employees in the workplace.

## **ETHICS AND DEONTOLOGY**

### **1- CORRUPTION**

The AXIAN Group's suppliers must comply with moral and ethical standards. They must comply with national and international laws. Corruption in any form, including but not limited to extortion, fraud or bribery, is strictly prohibited.

### **2- CONFLICTS OF INTEREST**

Suppliers are obliged to report to the AXIAN Group any situation that may appear to be a conflict of interest and must report

- cases where an AXIAN Group employee may have any interest in the business of the supplier in question or have any economic or family ties with it
- cases where an AXIAN Group employee solicits the supplier to obtain a bonus in order to favour the supplier's offer

To this end, the AXIAN Group provides its suppliers with an e-mail address for reporting any breach of the ethical rules set out in this document by its employees.

### **3- GIFTS AND INVITATIONS**

For ethical reasons, gifts and other invitations, excluding product presentations, received from suppliers must be declared by the recipient employees to their Human Resources Department when the estimated value reaches €100 (one hundred) or the equivalent in local currency.

### **4- POLITICAL CONTRIBUTIONS**

The Supplier shall not make monetary gifts or give monetary benefits to parties beyond what is permitted by law.

### **5- MONEY LAUNDERING**

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

### **6- SECURITY AND DATA PROTECTION**

The Supplier shall comply with all applicable data protection laws, as well as with all specific requirements relating to data protection and security set out in the Contract.

## **WORK**

### **1- FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING**

Suppliers must ensure that their employees, without distinction, have the free exercise of the right to organise, the right to promote and defend their interests and the right to bargain collectively, and that they protect their workers against all forms of discrimination, in deed or in word, tending to undermine the exercise of their right to organise trade union activities and to bargain collectively

### **2- FORCED AND COMPULSORY LABOUR**

Suppliers who use forced or compulsory labour in any form will be immediately excluded from the AXIAN Group's supplier list.

### **3- CHILD LABOUR**

The AXIAN Group expects its suppliers to apply Article 32 of the United Nations Convention on the Rights of the Child, which prohibits child labour.

To this end, the supplier undertakes to respect :

a) a prohibition on employing children under the age of 14, or under the minimum age for employment specified in the legislation of the country where the production is carried out, or the age at which compulsory schooling ceases in that country.

b) the prohibition on employing persons under 18 years of age in work which, by its nature or the conditions in which it is carried out, is likely to harm the health, safety or morals of those persons.

If it is discovered that a child is working on the Supplier's premises, the Supplier shall immediately take steps to remedy the situation in order to serve the best interests of the child.

The AXIAN Group reserves the right to terminate the contract with any supplier that fails to comply with the above agreement.

### **4- DISCRIMINATION**

The AXIAN Group's suppliers are obliged to ensure equal opportunities and equal treatment in employment and occupation without discrimination on the grounds of race, colour, sex, religion, political opinion, national extraction or social origin or on any other grounds recognised by the national legislation of the country or countries in which the contract is partly or wholly performed.

## **5- WAGES, WORKING HOURS AND OTHER WORKING CONDITIONS**

The AXIAN Group's suppliers shall ensure that wages are paid in legal tender at regular intervals not exceeding one month, or as follows

The terms of the employment contract, in full and directly to the workers concerned. Suppliers must keep adequate records of such payments. Deductions from wages are permitted only under the conditions and within the limits prescribed by applicable laws and regulations or set out in a collective agreement, and suppliers must inform the workers concerned of such deductions at the time of each payment. Wages, working hours and other conditions of work set by suppliers shall not be less favourable than the best local conditions, i.e. those contained either in collective agreements or in local labour laws.

## **6- HEALTH, WELL-BEING AND SAFETY**

Suppliers must ensure that their workers have social and medical coverage in order to comply with the labour laws of the countries of operation and generally accepted international standards.

Suppliers must:

- a) ensure that the workplaces, machinery, equipment and work processes under their control do not present risks to the safety and health of workers, and put in place the necessary preventive measures;
- b) provide competent personnel and comply with the Group's training requirements for the personnel under their responsibility;
- c) provide workers with basic and specific personal protective equipment (PPE) to protect them from chemical, physical and biological substances and agents used in the workplace.

## **ENVIRONMENT**

### **1- ENVIRONMENTAL PROTECTION**

The Supplier shall take into account environmental issues, promote greater environmental responsibility and encourage the development and diffusion of environmentally friendly technologies.

Suppliers are encouraged to implement an environmental management system that complies with international standards and best practice in

Suppliers shall promote initiatives to ensure greater environmental responsibility and recycling of waste. Suppliers should support initiatives to ensure greater environmental responsibility and promote waste recycling.

## **2- CHEMICALS AND HAZARDOUS MATERIALS**

Chemicals and other materials that present a hazard if released into the environment should be identified and managed to ensure safety at all stages of handling, transport, storage, recycling or reuse.

## **3- WASTEWATER AND SOLID WASTE**

Wastewater and solid waste from commercial activities, industrial processes and suppliers' sanitation facilities must be monitored, controlled and treated appropriately before discharge or disposal.

## **4- EMISSIONS TO AIR**

Emissions to the atmosphere of volatile organic compounds, aerosols, corrosive materials, particulate matter, ozone-depleting substances, and combustion residues from suppliers' activities shall be analysed, monitored, controlled and treated appropriately before being released or discharged.

## **5- REDUCTION OF WASTE PRODUCTION AND RECYCLING ACTION**

Suppliers are committed to reducing waste, including water and energy, by ensuring that all types of waste are reduced or eliminated at source, including through changes in production and maintenance processes, facility management practices, material substitution, conservation measures, recycling and reuse of materials.

# **HUMAN RIGHTS**

## **1- HUMAN RIGHTS**

Suppliers must make every effort to uphold and respect internationally established human rights and must ensure that they are not complicit in any human rights violations.

## **2- HARASSMENT AND ROUGH OR INHUMANE TREATMENT**

Suppliers are encouraged to create an environment where all employees are treated with dignity and respect and do not resort to any form of threat of violence, sexual exploitation or abuse. Verbal or psychological harassment is prohibited and inhumane treatment and corporal punishment in any form, or any threat, will not be tolerated.

## **BUSINESS PRACTICES**

### **1- FREE COMPETITION**

Suppliers undertake to comply with the competition law applicable in the countries in which they operate. This includes the prohibition of abuses of dominant positions, concerted practices or illegal agreements between competitors.

### **2- CUSTOMS AUTHORITIES AND SECURITY**

Suppliers undertake to comply with the applicable customs legislation, including those concerning imports and the prohibition of transshipment of goods in the country of import.

### **3- TRADE RESTRICTIONS AND INTERNATIONAL SANCTIONS**

Suppliers undertake to comply with international trade restrictions and sanctions, taking into account their evolution, as well as export control laws and regulations.

## **CONTROLS AND AUDIT**

### **1- CONTROLS**

The AXIAN Group reserves the right to monitor compliance with the principles set out in this charter and to conduct compliance audits of its suppliers and their own suppliers and subcontractors.

Suppliers to the AXIAN Group shall provide all necessary information and facilitate access by Group representatives seeking to verify compliance with the requirements of this Code. Suppliers shall undertake to improve or correct any deficiencies detected.

The Supplier may also assist its suppliers in the implementation and application of best practices to resolve minor non-compliance.

### **2- ACCURACY OF RECORDS AND ACCESS TO INFORMATION**

Suppliers must maintain sufficient records to demonstrate compliance with this Supplier Code of Conduct. They shall make available to representatives of the AXIAN Group complete, authentic and accurate records.

## CONTACT

Any questions relating to this Code of Conduct may be addressed to the supplier's usual contact persons, who will handle the request or have it handled.

Any failure by an AXIAN Group employee to comply with the precepts described in this document must be reported by the supplier to the following address: [audit@axian-group.com](mailto:audit@axian-group.com)

Upon receipt, the Group Internal Audit teams will carry out the necessary investigations to establish the facts while respecting the anonymity of the supplier, who may nevertheless be asked to contribute.

The AXIAN Group encourages its suppliers to improve their business practices in accordance with the principles set out in this Code of Conduct.

Any failure to comply with this Code of Conduct will be taken into account in the periodic evaluation of suppliers, and may result in the blacklisting of the supplier concerned.

**Date and place :**

**Name and address of supplier :**

**Name and function of the supplier's representative :**

**Signature preceded by the words "Read and approved" :**

**Company stamp :**