



Code of Conduct
Supplier Code of Conduct

for

Suppliers and Service Providers

of

Selve GmbH & Co. KG

Version 1.0

Last updated: October 2021

Introduction

This Code applies to all companies, advisers and service providers (hereinafter: 'Suppliers') selling goods or rendering services to Selve GmbH & Co. KG.

The Suppliers shall conduct themselves according to the ethical and legal principles laid down in this Code of Conduct. These requirements shall also be passed on in the respective supply chain.

1. Fundamental requirements

Transparency is decisive for trust and successful collaboration. Actions and decisions must be transparent and traceable. This also means that we all have an open approach to problems and errors.

Selve expects that its Suppliers adhere to the applicable laws and rules in the respective countries. The employees must also adhere thereto. Business partners shall be treated fairly. Contracts shall be adhered to, with consideration given to alterations in the framework conditions.

1.1 Human rights

Observing human rights is an integral component of business responsibility. Our Suppliers shall respect and support adherence to internationally recognised human rights.

1.2 Avoiding conflicts of interest

We expect from our Suppliers that they take decisions relating to their business activity with Selve exclusively based on objective criteria. As a rule, conflicts of interest involving private matters or other economic or other activities, including those of dependants or other relatives, shall be avoided.

2. Handling employees

2.1 Fair hiring and employment practices

Our Suppliers shall respect the dignity, privacy and personal rights of their employees and will treat them equally regardless of their gender, race, skin colour, nationality, religion, age, disability, sexual orientation or other personal characteristics.

2.2 No child and/or forced labour

Our Suppliers shall not employ any forced labourers, penal labourers or unpaid temporary contract workers, including bonded labour, and ensure that hiring practices comply with the International Labor Organization conventions on minimum age (C138) and child labour (C182).

2.3 Fair working times and fair remuneration

All Suppliers shall adhere to applicable wage and working time provisions, particularly regulations on minimum wage and overtime work. Selve recognises the entitlement of our Suppliers' employees to be paid appropriately and expects that the Suppliers adhere to the legally guaranteed minimum wages in the respective countries.

2.4 Safe, healthy and fair working conditions

The Suppliers shall respect the dignity, privacy and personal rights of all persons involved as part of their business activity. Moreover, no physical violence or discipline, no threat of physical violence, no sexual or other harassment and no verbal attacks or other forms of intimidation shall be tolerated.

3. Conduct towards business partners and third parties

3.1 Integrity

Selve and its employees shall maintain integrity in the entire business transactions and expect the same from its Suppliers too.

3.2 Fighting corruption

Our Suppliers are prohibited from offering or granting to SELVE employees, representatives or customers of Selve, or a public official, direct or indirect inappropriate personal benefits in connection with Selve procurement activities. This does not apply to low-value gifts of a symbolic nature that are intended to confirm a specific business transaction or activity of the Supplier (for example, calendars or pens). Likewise, Suppliers are prohibited from offering or granting to employees or representatives of Selve business entertainment or hospitality outside of the usual working or business hours.

3.3 Trade controls

There are comprehensive legal stipulations in the export and import business, which must be observed and adhered to by the Suppliers. In particular, the duties resulting from existing customs regulations shall be observed; such regulations alter frequently.

3.4 Fair competition

Selve has undertaken to follow the principles of the free, social market economy and fair competition; we likewise expect this from our Suppliers. They shall not participate in any collusion, agreements or concerted practices that are contrary to antitrust law.

3.5 Handling information

Information and intellectual property of Selve may be used only for the purpose for which it was provided to the Supplier. Patents, trademarks and rights to intellectual property of others shall be respected and be protected against challenges, losses and infringement. No information may be divulged to third parties without written approval.

4. Environmental compatibility and ecological sustainability

4.1 REACH conformity

The REACH Regulation (Regulation EC no. 1907/2006) shall be adhered to for goods delivered to Selve, including packaging. The delivered goods/products and their packaging must not contain any substances of the respective current Candidate List pursuant to Art. 53(1) of the Regulation in a quantity above 0.1 mass percent (SVHC substances). The Supplier is to (pre-)register all substances delivered to Selve insofar as the Supplier is subject to registration duties according to REACH; the Supplier itself or the pre-supplier shall carry out this registration. Registration carried out by the Supplier or its pre-suppliers regarding the delivered goods shall be demonstrated to Selve in writing.

If Selve is subject to action by customers, competitors, other market participants or authorities due to a violation of REACH, and this violation can be traced back to goods of a Supplier, Selve shall then be entitled to demand that the Supplier indemnifies Selve against these claims or compensates Selve for the loss caused by the non-conformity with REACH. The aforementioned obligations shall apply accordingly (excluding the registration duties) if Suppliers have their Registered Office in a non-EU country. In particular, they must provide information if a SVHC substance greater than 0.1 % is contained, or if substances covered by REACH could be released during normal and foreseeable use.

4.2 RoHS Conformity EU Directive 2011/65/EC

The Supplier shall fulfil the environmental requirements pursuant to German and European law, including EU Directive 2011/65/EC 'Restriction on the use of certain hazardous substances in electrical and electronic equipment' and the Electrical and Electronic Equipment Act to their full scope.

Electrical and electronic devices of all device categories as well as components for such must adhere to the substance prohibitions of EU Directive 2011/65/EC and the laws, regulations, decisions and other provisions issued to implement the Directive. The Supplier shall hand over a written Declaration of Conformity in this regard. These devices must be furnished with a CE mark and the symbol according to annex IV of the EU Directive 2002/96/EC (WEEE).

The Supplier warrants that all products conform to the requirements of the RoHS Directive pursuant to points 1 and 2 above. The Supplier shall reimburse all losses and expenditure (including costs of prosecution) and all third-party claims based on a violation of the RoHS Directive or other applicable environmental regulations for which the Supplier is culpable.

5. Obligation to adhere to the Supplier Code of Conduct

Upon signing this document, the Supplier undertakes to act responsibly and to abide by the listed principles/requirements, as well as to respect the prohibitions. The Supplier undertakes moreover to communicate to its employees, representatives and subcontractors the content of this Code in a comprehensible manner and to take all required precautions for implementing the stipulations and requirements.

Date, signature and stamp of the Supplier.