

Simon Hegele  
Gesellschaft für Logistik und Service mbH  
Haid-und-Neu-Straße 13-15, 76131 Karlsruhe

**Your contact person**

Name  
Function  
Phone  
Mail

Karlsruhe,

**Supplier Code of Conduct  
Simon Hegele Gesellschaft für Logistik und Service mbH**

Dear sir or madam,

building long-term relationships with suppliers based on transparency and mutual respect is an important issue for Simon Hegele.

Successful companies are highly dependent on trust and a good reputation. Simon Hegele's wide range of tasks also demands a high degree of care, honesty and integrity from its suppliers.

**Our goal must be to work with our suppliers to adhere to the following principles, which they in turn apply to their own suppliers involved in Simon Hegele's production and service chain.**

We work exclusively on the basis of the German Freight Forwarders' Standard Terms and Conditions 2017 - ADSp 2017 - and - insofar as these do not apply to the provision of logistics services - in accordance with the current version of the Logistics GCTs. **Note:** Section 23 of the ADSp 2017 deviates from the law with regard to the maximum liability amount for damage to goods (Section 431 of the German Commercial Code, HGB) by limiting the liability for multimodal transports including sea transportation and in the case of an unknown damage location to 2 SDR/kg and otherwise limiting the standard liability of 8.33 SDR/kg additionally to 1.25 million euros per claim and 2.5 million euros per damage event, but at least 2 SDR/kg. **Note:** According to Section 21 ADSp 2017, the freight forwarder must arrange insurance for the transported goods, provided that the client specifies the value of the goods.  
The "General Terms and Conditions for Heavy Haulage and Crane Work" (BSK) shall apply to transactions involving exclusively crane or assembly work or heavy haulage.  
Our "Terms and Conditions for File Services" (GTC Files) apply exclusively to transactions involving file storage and archive services.  
Sections 451 to 451h HGB apply to the transportation of removal goods.  
The General Terms and Conditions of Storage of Deutscher Möbeltransport (ALB) apply exclusively to transactions involving the storage of removal goods.

Managing Director:  
Karim-Oliver Darvich, Christoph Ludin,  
Stefan Ulrich, Michael Wahl, Mike Winter

The company's registered office is in Karlsruhe  
Place of jurisdiction and place of fulfillment is  
Karlsruhe  
Register court Mannheim HRB 104 002  
VAT-ID DE 143596550  
Tax no: 35006/31761

Bank details:  
Commerzbank  
IBAN DE51 6604 0018 0226 3390 00  
BIC COBADEFFXXX

## **The supplier of Simon Hegele hereby declares:**

### **Compliance with applicable laws and legal requirements**

- To comply with all applicable laws and regulations at all national and international locations where it does business.

### **Human rights**

- To ensure that all internationally proclaimed human rights are respected by preventing the causation of and participation in human rights violations. Increased attention must be paid to the observance of human rights by particularly vulnerable rights holders / rights groups.

### **Forced labor**

- Not to use, support or contribute to any form of slavery, servitude, forced or compulsory labor, oppression or human trafficking (e.g. forced, unfree, exploitative or prison labor).

### **Child labor**

- Not to use child labor. All employees under the age of 15 are considered "children" (in countries that fall under the exception for developing countries in ILO Convention 138, the minimum age may be reduced to 14).
- Not to use workers for risky work who are not at least 18 years old in accordance with ILO Convention 182.
- Not to use workers under the age of 18 for work that could have a harmful effect on health, safety or morals.

### **Fundamental rights of employees, equal treatment, working hours and remuneration**

- To ensure equal treatment of its employees, regardless of their skin color, nationality, ethnicity, social background, gender, age, any disabilities, sexual identity and orientation, political, ideological or religious beliefs and marital status, and to promote equal opportunities.
- To respect the personal dignity, privacy and personal rights of every employee.
- Not to tolerate any unacceptable treatment of its employees in the form of, for example, psychological, physical or personal discrimination, sexual harassment or discrimination including gestures, language and physical contact that is sexual, coercive, threatening, abusive or exploitative.
- To recognize the legal right of its employees to form trade unions and to join existing trade unions and to participate in collective bargaining; and to neither favor nor

discriminate against members of employee organizations or trade unions (freedom of association).

- That its employees are appropriately remunerated and that all applicable remuneration and compensation provisions are complied with.
- In the case of cross-border personnel deployment, to comply with all applicable legal provisions, in particular with regard to minimum wages.
- To comply with the applicable working time regulations worldwide.

### **Health, safety and security forces**

- To ensure the health and safety of its employees in the workplace in accordance with the applicable requirements and in compliance with legal and international standards.
- To contain potential hazards and take preventive measures for possible accidents and occupational illnesses. It also ensures that all employees are knowledgeable about occupational safety and that appropriate training and instruction is provided.
- To establish and apply an appropriate health and safety management system.
- When using or cooperating with private or state security forces, to ensure that the human rights of the supplier's employees and other rights holders are respected (in particular, no use of physical or psychological violence).

### **Environmental and climate protection, sustainability**

- To ensure the careful and thoughtful use of resources in all work and thus achieve sustainable action.
- To comply with and respect the applicable laws, regulations, norms and international standards relating to environmental protection.
- To minimize environmental pollution and continuously improve our contribution to environmental protection.
- To establish and apply an appropriate environmental management system.
- To reduce emissions of pollutants and greenhouse gases (especially CO<sub>2</sub>) into the air as well as harmful soil and water pollution and noise emissions as far as possible.
- To increase its energy efficiency, use renewable energies wherever possible and reduce water consumption as far as possible.
- No unlawful seizure of land, forests and waters.
- To reduce waste and ensure its proper treatment and disposal.

### **Responsible procurement of raw materials**

- To take appropriate measures to avoid the use of raw materials in its products that originate from conflict and high-risk areas and contribute to human rights violations, corruption, the financing of armed groups or similar negative effects.

### **Prohibition of corruption and bribery**

- To speak out against any form of corruption or bribery and not to participate in it either directly or indirectly.

- This includes any offering, granting, promising or promising of benefits to members of the public sector or private sector counterparties in order to influence official actions or decision-making or to gain an unfair advantage. This also includes the waiver of the granting and acceptance of unauthorized acceleration payments.

### **Antitrust law, fair competition and intellectual property rights**

- That it respects fair competition. Therefore, the supplier shall always act in accordance with national and international competition laws that regulate, protect and promote competition, in particular the applicable antitrust laws.
- In particular, the supplier shall not participate in any agreements or other activities that could influence prices or conditions, or aim to divide up markets and customers.
- The intellectual property rights of others must be respected.

### **Conflicts of interest**

- To avoid and/or disclose all conflicts of interest internally and to Simon Hegele that could influence business relationships and to avoid even the appearance of such conflicts of interest.

### **Money laundering, terrorist financing**

- Neither directly nor indirectly practicing or promoting money laundering or terrorist financing.

### **Data protection**

- To process personal data confidentially and responsibly, respect the privacy of all and ensure that personal data is effectively protected and used only for legitimate purposes.

### **Foreign trade law, export control and customs**

- To comply with the applicable requirements of export, import, customs and foreign trade law.

### **Supply chain**

- To have taken and continue to take appropriate measures to ensure that its suppliers comply with the basic principles of this Supplier Code of Conduct.
- This must be reviewed at regular intervals and on a risk basis.
- To comply with the principles of non-discrimination in its selection of suppliers and in its dealings with its suppliers.
- To familiarize its employees who are involved in the collaboration with Simon Hegele with these guidelines and to monitor compliance with them.

## Complaints mechanism

- To provide employees with access to a protected procedure to report possible violations of the principles of this Code of Conduct and to ensure the protection of whistleblowers or complainants from retaliation.

*Simon Hegele Gesellschaft für Logistik und Service mbH reserves the right to carry out routine audits itself or have them carried out by an external service provider in order to check compliance with this Code of Conduct. If compliance with the Code is not demonstrated, Simon Hegele reserves the right to terminate the contract.*

**Declaration of the supplier:**

1. We have received the "Code of Conduct for Simon Hegele Suppliers" (hereinafter referred to as the "Code of Conduct") and hereby undertake, in addition to our obligations under the supply contracts with Simon Hegele, to comply with the principles and requirements of this Code of Conduct.
2. We agree that Simon Hegele may, in the event of an urgent suspicion of a violation of the principles of this Code of Conduct, carry out unannounced inspections at any time, either itself or through commissioned third parties, to verify the requirements and principles of the Code of Conduct.

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Place, date

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Signature

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Name (in block letters), function

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Company stamp