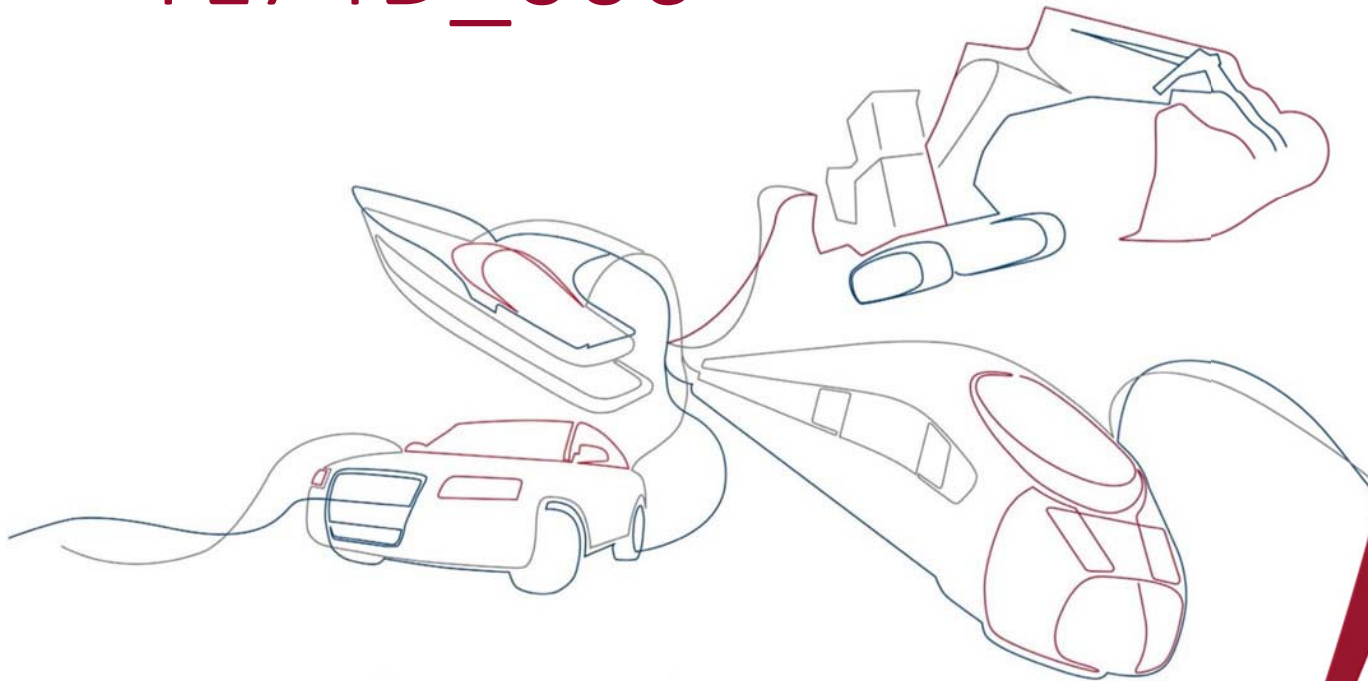


Code of conduct for suppliers



TL74D_006



AT SEA • ON SHORE • ON RAILS



Introduction



As a family-owned company operating all over the world and having a long-lasting tradition, the aichele GROUP has obtained an excellent reputation in public, at business partners and employees. Upholding this reputation is our top priority.

We therefore require to behave in an ethical, proper and law-abiding manner and we follow a 0-tolerance policy towards any unethical business actions.

The present code of conduct shall be applied as a binding and compulsory guideline for any daily business operations. In addition to our core values, this code of conduct shall define minimum standards for which principles of behavior are relevant and binding for us in order to meet the aichele GROUP's high-demanding request for an ethically correct behavior in compliances with rules and regulations as well as with our core values.

Further applicable guidelines or requirements such as regarding sustainability management, work safety, or conflict minerals in addition to this code of conduct are provided to the suppliers in the frame of the business relation-ship.

Scope of application

This code of conduct applies to all companies that provide products, processes, consultant services, trainings or other services to companies belonging to the Aichele GROUP or to their subsidiaries, controlled affiliates, joint ventures or divisions (referred to as “supplier” in the following) and its acceptance is essential condition for entering into a business relationship with the aichele GROUP.

The present code of conducts shall apply worldwide, even if the way to behave defined by this code of conducts is contrary to the behavior patterns or business practices which are requested, expected or tolerated by the authorities or by the public in the countries where the supplier is active.

In case one of these countries request stricter rules or behavior patterns the stronger rules shall apply.

Unless further contradiction by the supplier after notice of the code of conduct, this code of conduct is considered as being accepted by the supplier.

If the supplier provides evidences that the supplier’s specific code of conduct completely covers the same principles as the ones from the aichele GROUP, these common principles shall apply.

With acceptance of this code of conduct or the supplier’s specific code of conduct which covers the principles from the aichele GROUP, the supplier engages to ensure it within the supply chain as a precondition for further business relations.

In case the requirements of this code of conduct are not fulfilled, the aichele GROUP can terminate any contractual relationship with the supplier.

Further, the aichele GROUP reserves the right to verify the implementation and fulfillment of this code of conduct in the frame of internal audits at the supplier’s premises or at the supplier’s subcontractors.

Occupational Health and Safety

Health and safety of all employees and visitors must be top priority for the supplier.

For this reason, the supplier is expected to provide safe products and workstations and to control and operate all processes, machines, production resources according to the applicable legal and requirements regarding health and safety as well as fire and environment protection and to install any necessary protective devices.

There must be an appropriate number of emergency exits, evacuation ways and collective places with respective identification..

The supplier shall take proactive measures to prevent accidents and minimize health risks. Preferentially the supplier has nominated a contact person for internal health and work safety for all sites from the supplier.

There must be evidence that all employees from the supplier have access to sufficient information and qualification about potential risks, the corresponding measures and to the necessary personal protective equipment.

The medical first aid must be ensured by appropriate measures of prevention (such as provision of first aider training, first aid material, medical boxes, or other).

Further, the supplier shall ensure appropriate fire protective installations such as fire alarms and fire extinguishers and ensure their surveillance.

Any chemicals that are used must be labelled according to the globally harmonized system (GHS) or CLP in European countries and they must be stored according to the national regulations. Employees who are in charge with the handling or storage of chemicals are requested to have necessary qualification and information.

The supplier shall have containment plans with instructions how to react in case of potential risks and employees need to be trained on these containment plans.

Human Rights

fair and safe working conditions

The aichele GROUP refuses but not limited to any form of

- Forced labor
(any compelled work or service provided under the threat of punishment)
- Child labor
Prohibition of employing workers at compulsory school age according to the national law, however in no case an employment of minors younger than 15 years (exception: work on a voluntary basis in the frame of future career days or orientations days in the frame of school projects)
- Exploitation of children or minors
- Slavery or similar practice
(bondage, easement, debt bondage, human trafficking, ...)
- Prostitution, notably involvement, arrangement or offer of child prostitution
- Involving, arranging or offering children for illegal activities
(such as dealing, theft, ...)
- Commissioning or using private or public security forces that operate by using torture, inhuman or degrading treatment, violation of life and limb or breaching the right of freedom of association and the right to organize.

With acceptance of this code of conduct the supplier is obliged to respect human rights according to the “UN Convention of International Bill of Human Rights”.

Human Rights

fair and safe working conditions

The supplier shall ensure the principles and rights at work in compliance with the International Labor Organization (ILO) and thus provide safe and fair work conditions to the employees. The supplier shall grant appropriate and regular salaries and social benefits that must ensure the employees' existence.

The supplier shall not exceed the legally imposed maximum work hours with respecting break and rest times as well as national holidays in order to offer optimal work hours to the employees.
Any excessive physical or mental fatigue must be excluded.

Unless there are no legal regulations or minimum standard, the international ILO standard requesting a maximum of 48 hours per week and a minimum rest period of 24 hours every seven days shall be applied.

Every employee must have the right to join or to form a trade union and to engage in collective bargaining, express his or her opinion in public or to apply the right of strike without fear of discrimination, retaliation or any other negative repercussion by the supplier.

Environment & Conflict minerals



The aichele GROUP expects the supplier to comply with all applicable environment-related laws and international standards (such as regarding soil conservation, emissions, wastewater, hazardous substances, packaging or waste disposal).

The supplier shall further engage to follow all laws and regulations that prohibit or limit the use of certain substances (e.g., EU RoHS, EU REACH, California Proposition 65, U.S. TSCA, Minamata Convention, UNIFE substance list) and to provide to the aichele GROUP every necessary information, authorization or license for restricted substances when delivering products or when providing services. Further the supplier must immediately and without any request inform the aichele GROUP in case the supplier has notice that one or several prohibited substances are part of the products subject to delivery contracts or if the admissible quantity of restricted substances is exceeded.

The supplier must handle, collect, store and dispose all kinds of waste according to the European directive on waste and the national regulations.

The supplier is not allowed to export waste if the receiving country is not able to handle, collect, store or eliminate this kind of waste with protecting the environment or if the receiving state forbids the import of such kind of waste.

The supplier shall determine the impact of the supplier's activities on the environment and implement a continuous improvement process in order to minimize the carbon footprint of the supplier's company.

In no case, the supplier's environmental impact shall lead to

- Detrimental alterations caused to soils
- Pollution of water bodies, air or water
- Harmful noise disturbance
- Excessive waste of water
- Loss of biodiversity

which considerably impairs the conservation and production of food, hinders or destructs the access to safe drinking water and to sanitary installation and / or which harms to health.

The supplier shall refrain from any unlawful evictions or deprivation of land, forests and waters that serve as basis of existence for a person.

The supplier's employees must be aware of their responsibility regarding the use of natural resources, measures for recycling, preventing and elimination waste and the environmental-related risks at their workstations.

Within the bounds of possibility, the supplier shall establish an energy concept in order to minimize the use of energy notably energy from fossil fuels and to promote the use of renewable energy sources.

Each supplier of the aichele GROUP commits to follow the following ethical rules:

- No authorization of corruption, extortion, money laundering or bribery
- Respect of all customs and export control regulations foreign trade, embargos, customs and terrorism control in the countries of the supplier's business activities. Further concerned employees who are in charge with import or export of goods, services or technologies or payment transactions must be engaged to respect the applicable laws and regulations about economic sanctions, export and import controls related to the business activities.
- No acceptance, offering or provision of improper payments, gifts or other advantages that may lead the receiver into a binding situation querying the receiver's economical independency due to their value or for another reason.
- No granting of side-agreements that lead to a direct or indirect benefit for single persons or organizations in relation to the arrangement, placing, authorization, shipment, realization or payment of orders (e.g. Kick-backs)
- Avoidance of any situation that may lead to a conflict of interest or to a potential conflict of interest between the supplier's personal interests and the aichele GROUP's interests
- Prohibition of each kind of discrimination, harassment, disadvantage, vilification or other contemptibility but also each kind of preferential treatment of employees or business partners due to their ethnic, sex, religion, ideology, political views, physical or mental disability, age, sexual orientation or other ethic, social or legally protected characteristics. The supplier must ensure a discrimination-free environment..
- Prohibition of each kind of harassment at work, notably sexual harassment and immediate announcement to competent authority in case of breaches.
- Promotion of women rights, inclusion of disabled persons and integration of foreign employees.
- Following all applicable laws, rules and regulations as well as respect of the rights for minority groups and indigenous peoples.
- Prompt and precise response to all questions from the Aichele GROUP regarding origin countries or free-trade agreements.

With acceptance of the present code of conduct, the supplier is further expected to accept the implementation of due diligence by the aichele GROUP.

The supplier shall keep confidential any information regarding the aichele GROUP and shall not disclose them to a Third or to the public unless this kind of information has not been published or provided before in admissible manner. Any communication of information in the frame of request for information by official authorities, needed for the supplier's operating activities are exempted from this obligation. The obligation of confidentiality shall remain also after contractual relations are terminated.

Any direct or indirect use of confidential information for personal purposes is forbidden. The directors, management teams, and all employees need to be obliged to internal directives for active protection of confidential information against unauthorized accessibility.

The aichele GROUP notably refuses any kind of industrial espionage nevertheless if this is active or passive.

For this reason, the supplier is not allowed to use or to publish without authorization intellectual property such as inventions, patents, artistic values, patterns or other plagiarism.

By purchasing our raw materials from official and certified sources / suppliers, we minimize the probability of integrating falsified materials or plagiarism into our products.

The supplier is only allowed to collect, process or use information in compliance with applicable data protection regulations and laws. The supplier shall protect all kinds of confidential information – including personal data and intellectual property – with appropriate controls, protective measures and measures for data security.

Preferentially the supplier has nominated a data protective representative as contact person for business partners and employees.

Our suppliers can expect the Aichele GROUP to protect all kinds of confidential and personal data in a similar manner.

Whistleblowing Policy

For any question about the content or interpretation of this code of conducts, the supplier can directly contact the board of directors or sending an email to compliance@aichele-group.com .

This also applies in case of real or potential conflicts of interest, violations or suspected cases.

The supplier notifying about such violations or suspected cases without fear of any resulting disadvantage by the aichele GROUP. The notification is strictly confidential.

As far as necessary, the aichele GROUP will undertake appropriate measures to protect the concerned supplier (or informant) against disadvantages. Where possible and legally allowed the aichele GROUP will keep the identity of the supplier who notified about a violation or a suspected case or who actively contributed to clarify such violation confidential.

compliance@aichele-group.com

Any
questions?

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