



Responsibility. Shared.

Supplier Code of Conduct



BRITA is committed to socially and ecologically responsible corporate action. We respect international human rights as a central element of our corporate governance and stand for integrity and a sense of responsibility. We expect the same behaviour from all our Suppliers. We also strive to continuously optimize our actions and products in terms of sustainability. In doing so, we rely on the equally responsible cooperation of our Suppliers. A common understanding of ethical and sustainable behaviour and a strict compliance with the law and all applicable regulations is crucial to build and maintain the reputation of the BRITA brand – and of the Supplier. It also ensures a successful and long-lasting business relationship between both.

The environmental, social and governance standards and processes described in this Code of Conduct and the BRITA Human Rights Policy are based on the International Bill of Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work, the UN Guiding Principles on Business and Human Rights, the ten principles of the UN Global Compact and the OECD Guidelines for Multinational Enterprises. The requirements and principles set out are an essential part of the contractual obligations and cooperation with our Suppliers.

Therefore, the Supplier assures to comply with and promote the following principles and to train its employees regularly and appropriately on the contents. BRITA supports the Supplier in these endeavours with information and continued dialogue.

Our Principles

1. Principle of Legality

The Supplier undertakes to comply with all applicable laws and regulations.

2. Social Responsibility

Human Rights

The Supplier respects, protects and actively promotes internationally recognized human rights and ensures that these are not violated along the supply chain.

Ban on Child Labour

The Supplier respects and protects the dignity and rights of children. The Supplier undertakes to employ only persons who have reached the minimum age required to perform work in accordance with the applicable national legislation and not to tolerate child labour. The ILO Conventions No. 138 on the Minimum Age for Admission to Employment and No. 182 on the Elimination of the Worst Forms of Child Labour, which includes work that is likely to harm health, safety of children, such as (but not limited to) slavery or forced labour, child prostitution or pornography and drug trafficking, shall be complied with.

Ban on Forced Labour and Slavery

The Supplier undertakes to exclude any kind of forced or compulsory labour, which includes all work or service expected of any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily. The ILO Convention No. 29 on Forced or Compulsory Labour shall be complied with. The supplier also undertakes to exclude any form of slavery, practices akin to slavery, serfdom or other forms of domination or oppression in the workplace, such as extreme economic or sexual exploitation and humiliation.

Use of Private or Public Security Forces

The hiring or use of security forces is to be refrained from if, due to a lack of instruction or control on the part of the Supplier, there is a risk of torture and cruel, inhuman or degrading treatment, injury to life or limb or impairment of the freedom of association and union.

Occupational Safety and Health

The Supplier shall provide a safe and health-promoting working environment to prevent accidents and injuries and, where appropriate, provide safe and health-promoting living accommodations. This includes the obligation to provide and maintain safety standards regarding workplace, workstation and work equipment, to take protective measures to avoid exposure to chemical, physical or biological substances and to conduct adequate trainings and instructions for all employees. The Supplier also takes appropriate measures to avoid excessive physical and mental fatigue in all employees, such as (but limited to) by complying with the applicable laws and regulations concerning working hours and rest breaks. The minimum standard here is the applicable local laws. An occupational safety and health management system in accordance with ISO 45001 or a system suitable for the relevant industry shall be established and applied.

Freedom of Association

The Supplier shall respect the fundamental right of employees to form trade unions and to join them in their own free decision. Membership in trade unions or workers' representations shall not constitute a reason for unjustified unequal treatment or unjustified retributive measures. The right to collective bargaining for the regulation of working conditions and the right to strike shall be granted within the framework of the legal regulations and in accordance with ILO Conventions No. 87 on Freedom of Association and Protection of the Right to Organise and No. 98 on the Right to Organise and Collective Bargaining.

Ban on Discrimination

The Supplier undertakes not to tolerate any discrimination, for example on the basis of skin colour, ethnic origin, gender, age, nationality, social origin, disability, sexual orientation, religious affiliation, world view, political opinion and trade union activity. In the case of comparable requirements and tasks, the principle of equal pay for work of equal value must apply in accordance with the ILO Convention No. 100 on Equal Remuneration.

Remuneration and Working Hours

Remuneration for regular working hours and overtime must be at least equal to the minimum wage established under the applicable law. It must be sufficient to provide all employees with a decent standard of living for themselves as well as their families (living wage). The Supplier undertakes to observe legal regulations on working hours and breaks as well as holidays.

Protection from Eviction and Land Deprivation

The Supplier undertakes to refrain from unlawful evictions as well as the unlawful deprivation of land, forests or waters, the use of which secures the livelihood of a person.

Dealing with Conflict Minerals

The Supplier undertakes to comply with the respective applicable laws and regulations on conflict minerals. The Supplier shall exercise particular care with regard to the origin of its materials.



3. Environmental Responsibility

Environmental Protection

The Supplier is obliged to comply with the regulations and standards on environmental protection that affect its operations. Environmental pollution shall be minimized, environmental protection shall be continuously improved, and resources shall be used sparingly. An environmental management system in accordance with ISO 14001 or an environmental management system suitable for the relevant industry shall be established and applied.

Preservation of the Natural Foundations of Life

The Supplier undertakes to protect the natural basis of life as much as possible; in particular, to avoid harmful soil changes, water and air pollution, noise emissions and excessive water consumption that harm the health of a person or their livelihood. Particularly in areas of water scarcity, water abstraction shall be minimized and access to drinking water and sanitary facilities shall be provided. Wastewater quality standards must be defined and monitored within the framework of applicable legal and regulatory requirements.

Climate Protection

The Supplier undertakes to actively and sustainably protect the climate, for example by increasing energy efficiency, generating or purchasing energy from renewable sources and taking other measures to reduce CO₂ emissions.

Ban on Substances of Concern

The Supplier is obliged to comply with the statutory ingredient prohibitions, restrictions and declaration regulations and applicable standards on the prohibition and declaration of ingredients. This includes but is not limited to substances of concern and the environmental conventions specified in the German Supply Chain Due Diligence Act (LkSG)¹.

Environmentally Sound Waste Handling

The Supplier shall fulfil the obligations regarding the prohibition of non-environmentally sound handling, collection, storage, disposal of wastes in accordance with the regulations in force in the applicable jurisdiction under the requirements of Article 6 (1) (d) (i), (ii) of the POPs Convention. The Supplier shall also fulfil the obligations regarding the prohibition of import and export of hazardous wastes from contracting or non-contracting parties in accordance with the Basel Convention and, if applicable, its respective local amendments.

4. Ethical Business Conduct

Corruption and Bribery

The Supplier shall ensure compliance with the respective applicable anti-corruption laws. Any form of corruption or bribery, whether active or passive, shall be refrained from, regardless of local customs.

Any kind of bribery and corruption is prohibited. The Supplier may not offer, provide or accept bribes. Bribery is a criminal offense. This includes bribery in business transactions as well as bribery of any holder of office or granting of advantages and facilitation payments. In particular, any direct or indirect offer, promise, provision or acceptance of inappropriate benefits, whether material or of any other kind, for the purpose of acquiring orders or procuring unlawful advantages is forbidden to all Suppliers (corruption).

The Supplier is expected to conduct reasonable due diligence to prevent and detect bribery and corruption in all business arrangements, including partnerships, the engagement of contractors and subcontractors, joint ventures, offset agreements, and the hiring of third party intermediaries such as sales agents or consultants.

Money Laundering Prevention

The Supplier shall observe the relevant statutory provisions on money laundering prevention and comply with its reporting obligations.

¹ Basel Convention, Minamata Convention on Mercury, Stockholm Convention on Persistent Organic Pollutants

Fair Competition

The Supplier is obliged to behave in a fair manner in competition and to comply with the respective applicable competition law regulations.

The Supplier shall not enter into any formal or informal anti-competitive agreements that fix prices, manipulate supply, limit supply, or allocate/control markets. Any agreements or concerted practices with other companies which have the purpose or effect of preventing, restricting or distorting competition in accordance with the applicable antitrust regulations will not be tolerated.

Customs and Export Control Regulations

The Supplier shall comply with international customs and export control regulations and ensure the proactive exchange of information relevant to foreign trade with the aim of a secure supply chain.

The Supplier is obliged to ensure that its business practices are in accordance with all applicable laws, directives and regulations, including economic sanctions and embargoes, governing the export and transfer of parts, components and technical data and services. The Supplier must provide truthful and accurate information and obtain export licenses and/or consents where necessary.

Data Protection and Data Security

The Supplier is committed to ensuring the right to informational self-determination, the protection of personal data and the security of all business information and personal data in all business processes in compliance with legal requirements and applicable data protection and information security laws.

5. Supply Chain and Implementation

Supply Chain

In order to comply with the principles of this Code of Conduct as far as possible along the entire supply chain, the Supplier undertakes to commit its suppliers, whom it uses to fulfil its performance obligations towards BRITA, to the principles of this Code of Conduct to the best of its ability and to encourage them to pass on the principles to their suppliers.

Controls

BRITA is entitled to verify compliance with the obligations arising from this Code of Conduct in an appropriate manner. The Supplier shall actively support BRITA in the verification process, in particular by responding to BRITA's enquiries in a timely and adequate manner and by allowing and facilitating any on-site inspections.

Remedial Action

Violations in the Supplier's own business or in its supply chain, in particular violations of human rights related or environmental obligations, must be stopped and communicated to BRITA immediately. If this is not possible in the foreseeable future, the Supplier shall immediately draw up and implement a concept to end or minimize the violations. The concept must contain a concrete timetable and must be submitted to BRITA. Furthermore, in the event of a suspicion, the Supplier shall immediately clarify possible violations and inform BRITA of the clarification measures taken and their results.

Consequences of Infringements

An infringement of the obligations described in this Code of Conduct constitutes a breach of contract vis-à-vis BRITA and a material impairment of the business relationship between BRITA and the Supplier. The Supplier shall initiate suitable improvement measures within a reasonable period of time in order to prevent future violations and inform BRITA of the measures initiated. If the Supplier fails to comply with these obligations or if a breach is so serious that a continuation of the business relationship becomes unreasonable for BRITA, BRITA reserves the right, without prejudice to further rights, depending on the severity of the infringement, to temporarily suspend or terminate the contractual relationship concerned without notice or to withdraw from the contract concerned.

6. Notification of Infringements

Any Supplier, its employees or affected parties are called upon to report possible infringements of this Code of Conduct to BRITA. Reports can be submitted via letter, telephone or email to the impartial BRITA lawyer of confidence (see below) or via the internet-based [BRITA Whistleblowing System](#), which also allows anonymous reports. Anyone making a report about a suspected or actual compliance violation shall not suffer any disadvantage or punishment because of their reporting. The Supplier must inform its employees of the possibility and the different channels (as described above) of making a report.

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