

Code of Conduct for Fischer Elektromotoren GmbH suppliers

This Code of Conduct defines the principles and requirements of Fischer with regards to its goods and services providers concerning their responsibility for humans and the environment. Fischer reserves the right to make appropriate changes to the requirements of this Code of Conduct. In this case Fischer expects its suppliers to accept these appropriate changes.

We require that our suppliers:

- Adhere to the laws
 - maintain the laws of the applicable legal system(s).
- **Prohibit corruption and bribery**
 - tolerate no form of and do engage in any form of corruption or bribery - including any payment or other form of benefit conferred on any government official
 - for the purpose of influencing decision making.
- **Respect the basic human rights of employees¹**
 - promote equal opportunities for and treatment of its employees irrespective of skin colour, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
 - respect the personal dignity, privacy and rights of each individual;
 - refuse to employ or force anybody to work against their will;
 - refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - prohibit behaviour including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - comply with the maximum number of working hours laid down in the respective State;
 - recognise, as far as legally possible, the right of free association of employees and to neither favour nor discriminate against members of employee organisations or trade unions.
- **Prohibition of child labour²**
 - employ no workers under the age of 15 or, in those countries subject to the developing country exception of the I LO Convention 138, to employ no workers under the age of 14.
- **Health and safety of co-workers**
 - take responsibility for the health and safety of their co-workers;
 - control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - offer and to provide training and ensure that employees are educated in health and safety issues;
 - set up or use an occupational health & safety management system according to OHSAS 18001 or equivalent.
- **Environmental protection³**
 - act in accordance with the applicable statutory and international standards regarding environmental protection;
 - minimize environmental pollution and make continuous improvements in environmental protection;
 - set up or use an environmental management system according to ISO 14001 or equivalent.
- **Supply Chain**
 - use their best efforts to promote among its suppliers compliance with this Code of Conduct;
 - comply with the principles of non discrimination with regard to supplier selection and treatment.

1 Declaration of human rights of resolution 217 A (III) of 10.12.1948, <http://www.unhchr.ch/udhr/navigate/alpha.htm>

2 Declaration of the International Labour Organisation regarding fundamental employment principles and rights, http://www.ilo.org/public/german/region/eurpro/bonn/ilo_kernarbeitsnormen.htm

3 Rio-declaration regarding environment and development, <http://www.un.org/depts/german/conf/agenda21/rio.pdf>

Code of Conduct – Declaration of the supplier

We hereby confirm that:

1. We have received the "Code of Conduct for FISCHER Elektromotoren GmbH" suppliers and hereby commit ourselves, where necessary, to comply with the principles and requirements this Code of Conduct in addition to our obligations arising from supply contracts with FISCHER.
2. We will further promote compliance with the Code of Conduct amongst our suppliers to the best of our ability and to convince them to adhere to the principles and requirements of this Code of Conduct.
3. We shall provide FISCHER upon request with confidential information in writing in the form required by FISCHER within the appropriate timeframe.
4. We agree that FISCHER may carry out unannounced inspections (audits) at any time for the examination of adherence to the Code Conduct in our businesses.
5. We shall personally immediately inform FISCHER of any violation of the obligations contained in the Code of Conduct. Should, for example, charges be made publicly against us due to any alleged violation of the obligations contained in the Code of Conduct in the media or other incidents which could harm the reputation of FISCHER, we shall, upon demand, immediately send FISCHER a statement in written form regarding the violation of the Code of Conduct and/or the aforementioned charges.
6. We agree that FISCHER is entitled to cancel existing supply contracts and/or partial orders provided on the basis of them in writing without notice and without any further claims for compensation on our part, should we:

(I) Infringe upon the obligations of this declaration or

(II) default on the required obligations to cooperate to the necessary extent.

7. In so far as the breach in one of the duties specified above can be remedied on our part, FISCHER is only entitled to enact the right to give notice specified in paragraph 6 of this declaration, if FISCHER has set an appropriate period of grace for the breach of duty and this period of grace has elapsed unsuccessfully.
8. We agree that the substantive law, judicial procedure and the area of jurisdiction that was agreed upon between FISCHER and us for the procurement contracts and/or orders is valid for this declaration. Should no such agreement exist, then this declaration is subject to the competent court of jurisdiction and substantive law (with the exclusion of standards which refer to other legal systems) in the domicile of the FISCHER-purchase unit involved.

place, date

signature

name (in block letters), function

company stamp

This document must be signed by a duly authorised representative of the company and be sent back to FISCHER within 20 working days after receipt. Please send back to:

FISCHER Elektromotoren GmbH
Schützenstr. 19
74842 Billigheim-Allfeld
(Germany)

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30/06/2009