

# The Mediq Supplier Code of Conduct



MEDIQ



## Introduction

Mediq is committed to high standards of business ethics and sustainability. Our supplier Code of Conduct embodying the company's core values and outlines the requirements that we place on suppliers of products and services.

Suppliers are responsible for actively communicate the content of this Code of Conduct to their workers and sub-suppliers. Suppliers and sub-suppliers are expected to accept and observe this code. In circumstances not covered by the code, the principles underlying the code shall apply.

Supplier shall at a minimum require its next tier suppliers to acknowledge and implement corresponding requirements. Mediq also expect that suppliers will, upon receiving reasonable notice, give Mediq access to relevant premises and documentation to verify compliance with the supplier Code of Conduct including transparency in the supply chain.

If a supplier fails to meet our expectations as set out in this document, Mediq's general approach is to encourage improvement. Critical deviations or repeated unwillingness to make improvement, however, may jeopardize the supplier's relationship with Mediq.

### Compliance with all applicable laws and regulations

The supplier shall always conduct its business in accordance with all applicable (international) treaties, laws, operational regulations and restrictions.

This Code of Conduct is based on internationally acknowledged UN and ILO conventions and sets out a minimum standard. The supplier must fulfil local laws and regulations in the countries in which they operate. Where provisions are absent or unenforced, Mediq expects the supplier to act in the spirit of this code. The supplier actively pursues a policy of preventing violations of applicable rules and regulations. In case of any perceived or actual conflict the supplier is expected to notify Mediq.

## Supplier Code of Conduct

**Goods and services that are supplied to Mediq should be produced under conditions that are in accordance with:**

1. The United Nations Universal Declaration of Human Rights (1948)
2. The Eight Fundamental Conventions of the International Labour Organisation, no. 29, 87, 98, 100, 105, 111, 138 and 182 and the labour protection and labour environment legislation in force in the country of production and the labour law, including legislation on minimum wages, and the social welfare protection regulations in force in the country of production
3. The United Nations Convention on the Rights of the Child, article 32
4. The environmental protection legislation that is in force in the country of production
5. The United Nations Convention against Corruption

### 1. Respect for human rights

The supplier supports and complies with the United Nations Universal Declaration of Human Rights. The supplier upholds the spirit of the Universal Declaration of Human Rights in respecting the rights of its employees, the communities in which the supplier operates and those with whom the supplier does business. The supplier seeks to work only with other suppliers that uphold the same values. The supplier shall ensure that it does not participate, directly or indirectly, in violations of human rights. This also includes situations when the supplier fails to pose questions on violations of human rights or benefits from violations that are carried out by a third party. The supplier shall have routines in place to evaluate risks of participating in violations of human rights through its operations.

### 2. Labour and social protection

#### **Forced labour is prohibited** (ILO no. 29 and 105)

Forced labour refers to labour or services demanded under the menace of any penalty and for which the said person has not offered himself voluntarily. Forced labour, including slave labour, bonded labour or involuntary prison labour shall not take place. All labour shall be voluntary, and the employee shall have the right to terminate employment following a reasonable term of notice.

#### **Discrimination and harassment is prohibited** (ILO no. 100 and 111)

Discrimination refers to any distinction, which is not based on the merits or qualities of a particular job, but involves differential treatment based upon biased grounds. The supplier shall support diversity and equal opportunities in employment. Discrimination on the basis of race, sex, marital status, pregnancy, religion, social or ethnic origin, nationality, physical ability, political opinion, union membership or sexual orientation may not take place.

Harassment refers to instances when employees are subject to harsh or inhuman treatment, including sexual harassment or other forms of psychological or physical punishment. Harassment may not take place.

**Freedom of Association and the Right to Collective Bargaining** (ILO no. 87, 98, 135 and 154)

Freedom of association and collective bargaining refers to formalised and/or non-formalised forms of cooperation in order to support and defend employees' interests at the workplace and in the relationship between employers and employees. The supplier is expected to recognise and respect the rights of employees (and employers) to organise, to join organisations in which they themselves choose to participate, as well as the right to collective bargaining. In countries where freedom of association is limited or under development, the supplier shall support instances where employees may meet management in order to discuss wage and labour conditions without the risk of negative sanctions.

**Wages and hours of work** (ILO no. 1, 14 and 131)

Wages shall be paid directly to the employee within the agreed upon timeframe and in full. The supplier shall support the payment of living wages to employees, and under no circumstances support the payment of less than the national or locally stipulated minimum wage. Overtime shall be compensated.

Employees shall have at least one day of rest per week. Working hours shall not exceed legal limits. Leave, including vacation, holidays, sick leave and parental leave shall be compensated in accordance with national legislation.

**Safe and Hygienic Working Environment** (ILO no. 155 and 170)

A safe and hygienic working environment refers to the employee, when she/he is present in an area that the employer has direct or indirect control over, being guaranteed to be free from or protected from conditions which can constitute a hazard for the employee's physical and or psychological health.

**3. Child labour is prohibited** (ILO no. 79, 138 and 182, Recommendation no. 146, The United Nations Convention on the Rights of the Child, article 32)

Child labour refers to all activity in the workplace which is carried out by a person of compulsory school-going age or younger. No employee may be under the age of 15 (or 14 if national legislation allows for this), or younger than the minimum age of employment, if this age exceeds 15 years.

Youth between the ages of 15 and 18 may work with non-hazardous operations, under the precondition that they have reached the legal age of employment and have completed compulsory national education. If a worker is below 18 and has not concluded compulsory education, their working schedule should allow for time to attend classes.

**4. Protection of the Environment**

Suppliers shall conduct their operations responsibly in relation to the environment and comply with local and national environmental legislation. Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.

Through a structured and systematic approach or the identification, measurement and follow-up of its environmental impact, the supplier shall aim to continually improve its environmental performance and minimize the use of resources including energy and water and to minimize production of waste and emission of greenhouse gases in production and transport.

## 5. Conducting business ethically

Business will be conducted with integrity. Mediq and the supplier act in good faith, responsibly, competently carefully, and with respect for the environment and society. There will be no payments, services, gifts or other advantages offered or given to any Mediq employee or third party which are intended to influence the way in which the Mediq employee or third party goes about his or her duties. Similarly Mediq will not offer or give such payments, services, gifts or other advantages to any supplier which are intended to influence the way in which the supplier goes about his or her duties. There will be no actual or attempted money laundering.

### **Conflicts of Interest**

Employees must avoid situations in which their personal interests could conflict, or even appear to conflict, with the interests of the supplier. Conflicts of interest arise when an individual's position or responsibilities with the supplier present an opportunity for personal gain of profit separate and apart from that individual's earnings from the Company or where the employee's interests are otherwise inconsistent with the interests of the Company. Among others outside employment or personal financial interests have a great potential for conflicts of interest. If the employee knows, or reasonably should know, that a personal interest may be in conflict with the interests of the Company, the employee must consult the Company in advance.

### **Antitrust Policy**

The Mediq supplier is fully committed to compliance with the antitrust and competition laws, which is designed to promote free and open competition in the marketplace. The antitrust law regulates i.a. routine business decisions involving prices and price-fixing, terms and conditions of sale and dealings with competitors.

### **Conflict minerals**

Mediq expects the supplier, where applicable, to exercise reasonable due diligence concerning its use of conflict minerals and the source of these minerals and to respond in a timely manner to Mediq's request for information on these activities and findings.

## Verification

All suppliers are required to follow this Code of Conduct. Mediq may choose to perform compliance assessment by:

- a. requesting suppliers to sign this “Code of Conduct” compliance statement
- b. sending a supplementary questionnaire to the supplier to gather more information about the supplier’s work within Corporate Social Responsibility
- c. establishing with suppliers, where necessary, a further dialogue to ensure common understanding of Code of Conduct requirements and to evaluate compliance status
- d. audits, by either own or third party resources at locations where products and/or services for Mediq are produced.

By below signature the supplier herewith confirms to have read, understand and apply this Supplier Code of Conduct:

**Supplier’s Company Name:**

**Date:**

**Signature:**

**Name:**

**Title:**