

Gebr. Heinemann
Gegründet 1879




Supplier Code of Conduct

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As a global sourcing company, Gebr. Heinemann is dedicated to upholding human rights and environmental standards and adheres to the international principles outlined in its [Code of Ethics](#)  as an integral part of its policy statement on human rights.

In its role as an intermediary in the supply chain, Gebr. Heinemann attaches great importance to fostering ethical business relationships and ensuring fundamental social and environmental standards are met.


Gebr. Heinemann therefore requires its first-tier suppliers, their parent companies, subsidiaries, or affiliates, including their employees, management, officers, and directors in their working relationship with Gebr. Heinemann, and anyone else with whom they do business, including subsuppliers and subcontractors engaged in manufacturing and/or providing goods and/or services to Gebr. Heinemann (collectively “**Business Partners**”) to respect the principles as set forth in this Supplier Code of Conduct (“**SCoC**”).

This SCoC sets forth the minimum standards for Business Partners and is based on international standards, such as the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the core conventions of the International Labour Organization (ILO), and the ten principles of the UN Global Compact.

When this SCoC has been communicated to and acknowledged by a specific supplier, it shall be considered a contractual document and an integral part of any agreement concluded between Gebr. Heinemann and the respective supplier.

All measures and obligations set out in this SCoC shall be implemented, as far as possible, after consultation with the Supplier and always in accordance with the Supplier’s legitimate

interests (including, where applicable, the interests of its suppliers), the rights of employees, data protection, and the protection of business secrets.

The requirements of this SCoC may be periodically updated to reflect changes in applicable laws, regulations, and industry standards. This SCoC can be reviewed and downloaded in its most recent version [here](#) .

Gebr. Heinemann will inform its third parties, contractors, and suppliers of any changes and will carry out checks and audits to ensure compliance with its requirements.

1. Scope of This Supplier Code of Conduct

Business Partners are required to comply with the fundamental social and environmental standards outlined in this SCoC as well as with all applicable national and international employment, social, and environmental laws and regulations. Gebr. Heinemann is entitled to verify the Business Partners’ compliance with the SCoC.

The following social and environmental standards apply to all workers, including temporary, migrant, student, contract, direct employee, and any other type of worker. The obligations outlined in this SCoC, national legislation, and international guidelines must not be circumvented, for example, by agency work, subcontracting, fake apprenticeship programs, or working from home. Whenever laws, regulations, specific industry standards, applicable collective agreements and this SCoC contain similar provisions, the provision that provides greater protection for workers and/or the environment shall apply. Vulnerable workers, such as migrant and seasonal workers, young workers, contract, contingent, and temporary workers, homeworkers, pregnant workers, or workers with disabilities, must be given special protection.

2. Audits

The Supplier is aware of the fact that Gebr. Heinemann is obliged to carry out a risk analysis in accordance with Section 5 of the Lieferkettensorgfaltspflichtengesetz (LkSG – Supply Chain Act). At the request of Gebr. Heinemann, the Supplier must immediately provide all information that Gebr. Heinemann or a third party commissioned by Gebr. Heinemann for this purpose requires in order to carry out a risk analysis with regard to the Supplier (also repeatedly, insofar as repetition is necessary in accordance with Section 5, paragraph 4, of the LkSG). If necessary in individual cases, the Supplier must also allow employees or authorized representatives of Gebr. Heinemann to inspect the Supplier's premises for the same purpose.

3. Human Rights and Working Conditions

As a family-owned company, Gebr. Heinemann puts people at the center of everything it does: its employees, its customers, its business partners, and everyone else who comes into contact with Gebr. Heinemann either directly or indirectly. This appreciation of people is anchored in the vision of Gebr. Heinemann's corporate mission statement. Gebr. Heinemann expect its suppliers to comply with applicable laws and similar standards and principles in the countries in which they operate.

[Gebr. Heinemann's policy statement on human rights](#) 

Adequate Working Contracts

Prior to the commencement of employment, the Supplier shall provide workers with understandable information in their own language and ensure that they are aware of their rights, responsibilities, and terms and conditions of employment, including working hours, remuneration, and terms of payment, in their own lan-

guage, and have written employment contracts where required by national laws and regulations.

The minimum elements of employment contracts should comply with local and national laws and regulations and meet industry standards. These include, at a minimum: name, address, position, date of commencement of employment, hours of work, salary and remuneration, signatures of employee and employer and date of each signature.

Prohibition of Child Labor and Protection of Young Workers

No child shall be employed, directly or indirectly, below the minimum age for completion of compulsory schooling as defined by law, which shall not be less than 15 years of age, unless the exceptions recognized by the ILO apply.

Children shall be protected from any form of exploitation.

Robust age-verification mechanisms shall be established as part of the recruitment process. These mechanisms may not, in any way, be degrading or disrespectful to the worker.

If the Supplier identifies any form of child labor, it must take immediate action to identify and implement measures to ensure the protection of the children involved.

Young workers between the ages of 15 and 18 may only be employed in accordance with the applicable legal provisions. Under no circumstances should they be required to work at night or perform any work that could be detrimental to their health, safety, or morals. Children of school age – i.e., below the minimum age for employment – must have the opportunity to participate in education and training programs. Children between the ages of 14 and 18, or who are required to attend school, may only work outside school hours and for a maximum of eight hours

per day. School, work, and commuting time should not exceed a total of ten hours per day.

Prohibition of Bonded/Forced Labor and Human Trafficking

The Supplier is strictly prohibited from engaging in or being complicit, through its Business Partners, in any form of servitude, forced, bonded, indentured, trafficked, or involuntary labor, including state-imposed forced labor.

It shall adhere to international principles of responsible recruitment, including the Employer Pays Principle, and require the same from their recruitment partners, when engaging and recruiting all workers, either directly or indirectly, especially members of vulnerable groups such as temporary and migrant workers. At a minimum, these principles shall include the following:

- [No charging of recruitment fees and costs to workers.](#)
- [Providing clear and transparent employment contracts.](#)
- [Ensuring workers' freedom from deception and coercion.](#)
- [Guaranteeing freedom of movement and refraining from retaining identity documents.](#)
- [Providing access to free, comprehensive, and accurate information.](#)
- [Upholding the freedom of workers to terminate their contract, change employers, and return safely.](#)
- [Offering access to free dispute resolution mechanisms and effective remedies.](#)

Nondiscrimination

The Supplier shall ensure that all workers are treated with equality, dignity, and respect. Discrimination on the grounds of sex, gender, age,

religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, membership in unions or any other legitimated organizations, political affiliation or opinions, sexual orientation, family responsibilities, marital status, pregnancy, diseases, or other personal characteristics is strictly prohibited. The Supplier is also committed to providing a gender-sensitive and equitable environment throughout the entire recruitment process and employment.

[Gebr. Heinemann's Diversity, Equity & Inclusion Policy](#) 

No Abuse or Harassment

The Supplier must ensure that its workers are not subjected to inhuman or degrading treatment, physical punishment, sexual harassment, abuse, psychological or physical coercion, or verbal abuse in the workplace.

Disciplinary actions should strictly adhere to national laws and internationally recognized human rights standards. Imposing arbitrary penalties related to sickness or pregnancy is strictly prohibited. Furthermore, any worker who raises concerns about discrimination, abuse, or harassment shall not be subjected to any form of disciplinary measures or reprisal.

Fair Remuneration and Social Benefits

The Supplier is obliged to remunerate its workers at least in accordance with the statutory minimum wage or, if higher, on the basis of industry standards approved in collective bargaining. The Supplier shall ensure that workers of all genders and categories, such as migrant and local workers, receive equal pay for equal jobs and qualifications.

The Supplier shall respect the right of its workers to an appropriate wage sufficient to enable them and their families to live in dignity (living wage), if statutory minimum wages are not sufficient to do so.

The Supplier shall provide all legally required social benefits. Wages must be paid on time, regularly, and in full in a legal currency. Deductions are only permitted under the conditions prescribed by law or those established through collective bargaining agreements. Wage deductions as a disciplinary measure are not permitted.

Decent Working Hours

Working hours shall comply with applicable laws and industry standards, whichever are stricter. Applicable local statutory regulations on working hours (particularly with regard to overtime, breaks, and rest periods) must always be observed. Any overtime must be voluntary and be paid in accordance with local and national laws and regulations. Workers are entitled to rest breaks during each working day and at least one day off after six consecutive working days, unless there are exceptions defined by collective bargaining agreements.

Respect for Freedom of Association and Collective Bargaining

The Supplier shall respect the right of its workers to form and join trade unions and to bargain collectively in a free and democratic manner. Workers' representatives shall be protected from discrimination, harassment, intimidation, or retaliation and shall be provided with free access to workers to ensure that they can exercise their rights in a lawful and peaceful manner.

When operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed, the Supplier shall respect the right to freedom of association and collective bargaining by allowing workers to freely elect their own representatives with whom the company can enter into dialogue about workplace issues.

Occupational Health and Safety

Workers must be provided with a safe and healthy working environment. Industry-specific

knowledge and sector-specific hazards shall be taken into account. Minimum requirements include providing drinking water, adequate lighting, temperature control and ventilation, adequate sanitary facilities, suitably equipped workplaces, and occupational health care and related facilities. Moreover, business premises must be built and maintained in line with the standards set out in applicable laws and regulations. Where accommodation is provided, it must be clean, safe, and meet the basic needs of workers.

Workplaces, work processes, machinery, and equipment shall be protected by signs, guards, and coverings. Occupational safety practices and procedures shall be communicated to workers, and regular training must be provided and documented. Personal protective equipment, in appropriate sizes, must be provided and workers must be trained in its proper use. The Supplier shall respect the right of workers to leave the business premises in dangerous situations without having to ask for permission.

The Supplier shall designate a manager or senior employee responsible for establishing and maintaining occupational health and safety standards and shall ensure that systems are in place to identify, assess, prevent, and control potential hazards to workers' health and safety. The Supplier shall take effective measures to prevent potential accidents, injuries, and illnesses to workers in relation to their work.

Respect for Land Rights and Rights of Local Communities

The Supplier shall respect all legitimate ownership, possession, use and related rights to natural resources, such as forests and water, including those of indigenous communities. This includes unwritten public, private, communal, or collective rights, including indigenous or customary rights.

Farmers and/or communities shall not be subjected to land grabbing, loss of rights, or eviction from land they have regularly used as agricultural land. Where applicable law clearly provides otherwise, the process set out in the FAO/OECD Guidelines should be followed. In particular, prompt, adequate, and effective compensation must be provided. Where indigenous peoples or communities are involved, the acquisition of new land must be clarified through due diligence by an external, neutral party. All negotiations must respect the principles of free, prior, and informed consent in accordance with the UN Declaration on the Rights of Indigenous Peoples. ILO Convention 169 applies.

4. Environmental Commitment

Climate and Environmental Protection

The Supplier shall continuously strive to minimize any adverse environmental impacts of its business activities. This includes accounting for all significant greenhouse gas emissions and implementing emission reduction measures throughout the entire value chain in line with the 1.5-degree target of the Paris Climate Agreement. The Supplier is encouraged to promote the use of renewable energy, substitute fossil fuels, and improve energy efficiency. Likewise, the continuous avoidance and reduction of air, soil, and water pollution is crucial. The implementation of an adequate and effective environmental management system is recommended. Furthermore, in line with these principles, participation in the Science Based Targets initiative is strongly recommended.

[Gebr. Heinemann's Environmental and Energy Policy](#) 

Responsible Packaging and Waste Management

The aim must always be to act in accordance with the Kreislaufwirtschaftsgesetz (KrWG –

Circular Economy Act) in order to minimize the environmental impact. This means first taking measures to avoid and reduce the amount of packaging materials. The second step is to change packaging materials to sustainable alternatives. Packaging is considered environmentally friendly if it is made from recycled, secondary raw, or alternative materials, uses minimal resources, and can be recycled. Ideally, it should be reusable. Consumers should also be able to understand how to properly dispose of the packaging. Waste should be continuously reduced and sorted for proper disposal. In particular, this means no hazardous substances are released into the environment or harm people.

Biodiversity and Deforestation

Ecosystem protection and biodiversity conservation are essential components of environmental protection. National laws and regulations concerning animal welfare and the well-being of animals must be fully complied with. The Supplier is encouraged to minimize the negative impact on biodiversity and to comply with national forest protection regulations and contribute to net-zero deforestation.

Regulation (EU) 2023/1115 on deforestation-free products applies in its current version. If a product falls under the scope of the EU Deforestation Regulation (EUDR), the Supplier is obliged to inform us immediately and to provide us with all necessary documents, in particular the due diligence declaration, and data without being requested to do so.

5. Compliance Management Systems

Gebr. Heinemann expects its suppliers to have adequate compliance management systems, policies, procedures, and training in place to facilitate effective compliance with applicable laws, regulations, and industry standards.

6. Business Ethics

Fair Competition

The Supplier must be committed to fair competition. In particular, they must act fairly with regard to competition and conduct their business in compliance with competition laws, antitrust laws, and money laundering regulations.

No Corruption

The Supplier shall not engage in any criminal activity, including but not limited to corruption, or anything that could be construed as such. In their relationships with suppliers and public officials, Business Partners agree not to accept or provide payments or benefits that are intended to influence or appear to influence business decisions or otherwise provide an improper advantage.

Conflicts of Interest

The Supplier must avoid any situation that may create a potential conflict of interest. Actions that may involve a conflict of interest, or the appearance of a conflict of interest, should be fully disclosed in writing to Gebr. Heinemann for review and approval as soon as the conflict arises.

7. Corrective Action Plan

If the Supplier has violated or is about to violate human rights, working conditions, environmental commitment, business ethics, or any other requirement under this SCoC in the course of its business activities, the Supplier shall report this circumstance in accordance with Section 8.

The Supplier shall immediately take appropriate remedial measures to prevent or end the violation or to minimize the extent of the violation. Upon request, the Supplier shall provide Gebr. Heinemann with evidence of the measures taken. If the nature of the violation is such that not

all of the corrective measures can be taken or become effective immediately, the Supplier must immediately develop a plan and specific timetable for the outstanding corrective measures or their effectiveness ("**Corrective Action Plan**") and submit it to ethics@gebr-heinemann.de. Gebr. Heinemann shall provide the Supplier with appropriate support in the preparation of the Corrective Action Plan at the Supplier's request. The Supplier shall review the effectiveness of all measures taken in accordance with this Section 7 again after one year and on an ad hoc basis; if necessary, the Supplier shall adjust the measures in an appropriate manner. The Supplier shall report on this to Gebr. Heinemann upon request.

If the Supplier fails to comply with any of its obligations under this Section 7, Gebr. Heinemann and each of its affiliates reserves the right, without prejudice to its other rights or remedies, to suspend purchases and payments, to refuse to take delivery of any purchase, and to return any affected goods from the Supplier until the violations have been corrected by the Supplier, and may terminate its business relationship with the Supplier if the corrective action fails.

8. Reporting Misconduct and Violations

The Supplier is obliged to report any suspected violations of the SCoC. The report must be made with due regard to the legitimate interests of the Supplier or its subcontractors and the rights of its employees, in particular the protection of data privacy and trade secrets.

Violations can be reported to ethics@gebr-heinemann.de

Further reports can also be submitted via our anonymous whistleblower portal. This can be found on our website.

An individual who makes a report of suspected or known misconduct or violation in good faith (i.e., to the person's reasonable knowledge and belief that the information in the report is true and everything known is reported) should do so freely and without fear or adverse consequences in making known their concerns.



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Gebr. Heinemann SE & Co. KG
Koreastraße 3
20457 Hamburg
Germany

Phone: +49 (040) 30 10 20

E-Mail: info@gebr-heinemann.de

www.gebr-heinemann.de/en
www.heinemann-shop.com

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