Code of Conduct

for Suppliers of the BSH Group

BSH 集團供應商行為準則

BSH 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. This is also evidenced by our membership of the UN Global Compact and other initiatives. We expect the same behavior 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 is therefore the basis for the cooperation with our Suppliers.

BSH 致力於對社會和生態負責的企業行為。我們尊重國際人權,將其作為企業治理的核心要素之一,並主張誠信和責任感。我們加入聯合國全球契約和其他倡議也證明了這一點。我們希望我們所有的供應商做到同樣的行為。 我們還努力在可持續性方面不斷優化我們的行動和產品。在此過程中,我們依賴于我們供應商同樣負責任的合作。 因此,對道德和可持續行為的共同理解我們是與供應商合作的基礎。 The social and environmental standards and processes contained in this Code of Conduct are based on the ten principles of the UN Global Compact, 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.

本行為準則所載的社會和環境標準和程式是以聯合國全球契約的十項原則、《國際人權憲章》、國際勞工組織《關於工作中的基本原則和權利宣言》、聯合國《工商業與人權指導原則》為基礎的。

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.

所列的要求和原則是 BSH 與供應商的合同義務和合作的基本組成部分。因此,供應商保證遵守並進以下原則,並就這些原則的內容定期、適當地培訓員工。

1. Principle of legality

合法性原則

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

供應商保證遵守所有適用的法律法規。

2. Social responsibility

社會責任

Human rights

人權

The Supplier respects, protects and actively promotes internationally recognized human rights and ensures that these are not violated along the supply chain. This is based in particular on the UN Guiding Principles on Business and Human Rights.

供應商尊重、保護並積極促進國際公認的人權,並確保這些人權在供應鏈中不受侵犯。尤其是基於聯合國《工商 業與人權指導原則》的人權。

Ban on child labour

禁止童工

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

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Minimum Age for Admission to Employment and No. 182 on the Elimination of the Worst Forms of Child Labour shall be complied with.

供應商尊重並保護兒童的尊嚴和權利。供應商保證根據適用的國家法律,只僱用達到從事工作所需最低年齡的人員,不僱用童工。將遵守國際勞工組織《關於准予就業最低年齡的第 138 號公約》和《關於消除最有害的童工形式的第 182 號公約》。

Ban on forced labour

禁止強迫勞動

The Supplier undertakes to exclude any kind of forced or compulsory labour as well as any form of slavery. All work must be voluntary and without threat of punishment (see ILO convention No. 29). The Supplier thus must avoid any form of labour based on physical, psychological, sexual or verbal violence and / or abuse or economic exploitation (see ILO indicators of forced labour).

供應商保證杜絕任何類型的強迫或強制勞動及任何形式的奴役。所有勞動都必須是自願的,並且不能受到懲罰的 威脅(見國際勞工組織第 29 號公約)。因此,供應商必須避免任何形式的基於身體、心理、性或言語暴力和/或 虐待或經濟剝削的勞動(見國際勞工組織強迫勞動指標)。

Use of private or public security forces

使用私人或公共安全部隊

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.

如果供應商缺乏指示或控制,存在酷刑和殘忍、不人道或有辱人格的待遇、傷害生命或肢體或妨害結社和集會自由的危險,則應避免僱用或使用安全部隊。

Occupational safety and health

職業安全和健康

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. 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. Employees shall be provided with appropriate training.

供應商應提供安全和有利於身體健康的工作環境,以預防事故和傷害,並在適當的情況下,提供安全和有利於身體健康的住宿。此處的最低標準是適用的當地法律。供應商應建立並實施符合 ISO 45001 的職業安全和健康管理體系或適用於相關行業的體系。供應商應向員工提供適當的培訓。

Freedom of association

結社自由

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. 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 and No. 98.

供應商應尊重員工組建工會以及自願加入工會的基本權利。工會成員資格或工人代表不應構成不公正待遇的理由。 應在法律法規的框架內並根據國際勞工組織第87號和第98號公約授予調整工作條件的集體談判權和罷工權。

Ban on discrimination

禁止歧視

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 without regard to sex must apply (ILO Convention No. 100).

供應商保證不容忍任何歧視,例如基於膚色、民族血統、性別、年齡、國籍、殘疾、性取向、宗教信仰、世界觀、政治觀點和工會活動。在要求和任務相當的情況下,必須適用不分性別的同工同酬原則(勞工組織第 100 號公約)。

Remuneration and working hours

報酬和工作時間

Remuneration for regular working hours and overtime must be at least equal to the minimum wage established under the applicable law.

正常工作時間和加班的報酬必須不得低於現行法律規定的最低工資。

The Supplier undertakes to observe legal regulations on working hours and breaks as well as holidays. 供應商保證遵守關於工作時間和休息休假的法律規定。

Protection from eviction and land deprivation

防止驅逐和土地剝奪

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.

供應商保證不進行非法驅逐,不非法剝奪可保障任何人生計的土地、森林和水域。

Dealing with conflict minerals

衝突礦物的處理

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.

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供應商保證遵守各自適用的衝突礦物的法律法規。供應商應特別注意其材料的原產地。

3. Ecological responsibility

生態責任

Environmental protection

環境保護

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.

供應商有義務遵守影響其運營的環境保護的規定和標準。供應商應最大限度地減少環境污染,不斷提高環境保護水準,節約使用資源。

An environmental management system in accordance with ISO 14001 or an environmental management system suitable for the relevant industry shall be established and applied.

應建立並實施符合 ISO 14001 標準的環境管理體系或適用於相關行業的環境管理體系。

Preservation of the natural foundations of life

保護生活的自然基礎

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. 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.

供應商保證盡可能地保護生活的自然基礎,特別是避免有害的土壤變化、水和空氣污染、噪音排放和過度用水。特別是在缺水的地區,應最大限度地減少取水,並應提供飲用水和衛生設施。應在適用的法律和監管要求的框架內確定和監測污水品質標準。

Climate protection

氣候保護

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.

供應商保證積極並可持續地保護氣候,如通過提高能源效率、從可再生能源中生產或購買能源及採取其他措施減少二氧化碳的排放。

Ban on substances of concern

關注物質的禁用

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. In particular, the ban on the production of mercury-added products, the use of mercury and mercury compounds in manufacturing processes and the treatment of mercury waste in accordance with the Minamata Convention as well as the ban on the production and use of certain chemicals in accordance with the Stockholm Convention on Persistent Organic Pollutants (POPs Convention) shall be observed.

供應商有義務遵守有關成分禁用、限制和申報的法規和有關成分禁用及申報的適用標準。特別是,應遵守《水俁公約》關於禁止生產添加汞的產品、在製造過程中使用汞和汞化合物、處理汞廢物的規定,以及《關於持久性有機污染物的斯德哥爾摩公約》(持久性有機污染物公約)關於禁止生產和使用某些化學品的規定。

Environmentally sound waste handling

環保廢物處理

The Supplier shall observe 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 and the prohibition of export of hazardous wastes under the Basel Convention.

供應商應根據《持久性有機污染物公約》第6(1)(d)(i)和(ii)條要求,適用管轄區域內現行法規,遵守禁止以非環保的方式處理、收集、存儲、處置廢物的規定,以及《巴塞爾公約》關於禁止危險廢物出口的規定。

4. Ethical business conduct

符合道德的商業行為

Corruption and bribery

腐敗和賄賂

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.

供應商應確保遵守相應的適用的反腐敗法律。供應商應避免任何形式的腐敗或賄賂,無論是主動的還是被動的。

Money laundering

反洗黑錢

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

供應商應遵守反洗黑錢方面的相關法律規定,並履行其報告義務。

Fair competition

公平競爭

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

供應商有義務在競爭中以公平的方式行事,並遵守相應的適用的競爭法律法規。

In particular, abuse of a dominant position as well as 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.

特別是,根據適用的反壟斷法規,供應商不得容忍濫用市場支配地位及與其他公司達成具有阻止、限制或扭曲競爭的目的或效果的協定或協同行為。

Customs and export control regulations

海關和出口管制法規

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. 供應商應遵守國際海關和出口管制法規,並為了供應鏈的安全,確保積極交換與對外貿易相關的資訊。

Data protection and data security

資料保護和資料保安

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.

供應商保證按照法律要求和適用的資料保護和資訊安全法律,確保資訊自決權、個人資料的保護以及所有業務流程中所有商業資訊和個人資料的安全。

5. Supply chain and implementation

供應鏈和實施

Supply chain

供應鏈

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, 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.

為了在整個供應鏈上盡可能地遵守本行為準則中的原則,供應商保證其使用來履行履約義務的供應商盡其所能遵守本行為準則中的原則,並鼓勵這些供應商將本準則傳遞給其自己的供應商。

Controls

控制

BSH is entitled to verify compliance with the obligations arising from this Code of Conduct in an appropriate manner. The Supplier shall actively support BSH in the verification process, in particular by responding to BSH's enquiries in a timely and adequate manner and by facilitating any on-site inspections. BSH 有權以適當的方式核實對本行為準則項下義務的遵守情況。在核實的過程中,供應商應積極支援 BSH,特別是及時和充分地答覆 BSH 的問詢,並為任何現場檢查提供便利。

Remedial action

補救措施

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 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 BSH. Furthermore, in the event of a suspicion, the Supplier shall immediately clarify possible violations and inform BSH of the clarification measures taken and their results.

供應商自身業務或其供應鏈中的違規行為,特別是違反人權或環境義務的行為必須立即停止。如果在可預見的將來不可能做到這一點,供應商應立即擬定並實施一個計畫以結束或將該等違規行為減至最小。該計畫必須包含一個具體的時間表且必須提交給 BSH。此外,在懷疑的情況下,供應商應立即澄清可能的違規行為並通知 BSH 所採取的澄清措施及其結果。

Consequences of infringements

違規行為的後果

An infringement of the obligations described in this Code of Conduct constitutes a breach of contract visà-vis BSH and a material impairment of the business relationship between BSH and the Supplier. The Supplier shall initiate suitable improvement measures within a reasonable period of time in order to prevent future violations and inform BSH 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 BSH, BSH reserves the right, without prejudice to further rights, to terminate the contractual relationship concerned without notice or to withdraw from the contract concerned.

對本行為準則中所述義務的違反構成對 BSH 的違約並嚴重損害 BSH 和供應商之間的業務關係。供應商應在合理的期限內採取適當的改進措施以防止未來的違規行為發生並通知 BSH 所採取的措施。如果供應商未能遵守該等義務,或者該等違約行為嚴重到使業務關係的繼續對 BSH 而言變得不合理,BSH 保留在不影響其進一步權利的情況下不經通知而終止相關合同關係或撤銷相關合同的權利。

6. Notification of infringements

違規行為的通知

Any supplier, its employees or affected parties are called upon to report possible infringements of this Code of Conduct to BSH. Reports can be submitted via the BSH lawyer of confidence (see below) or via the <u>BSH whistleblower system</u>, which also allows anonymous reports. The Supplier must inform its employees of the possibility of making a report.

任何供應商、其員工或受影響方被要求向 BSH 舉報可能違反本行為準則的行為。舉報可以通過 BSH 律師(見下文)或通過 BSH 舉報系統提交,該系統還允許匿名舉報。供應商必須告知其員工可以舉報。

BSH lawyer of confidence:

BSH 律師:

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You can find more information on this topic on our website at:

您可以在我們的網站上找到關於該主題的更多資訊:

https://www.bsh-group.com/about-bsh/compliance-commitments.