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# THE “EFI AUTOMOTIVE” GROUP’S SUPPLIER’S CODE OF CONDUCT



# MESSAGE FROM THE MANAGEMENT OF THE EFI AUTOMOTIVE GROUP

The EFI AUTOMOTIVE Group is committed to complying with the laws and regulations applicable to its business. The EFI AUTOMOTIVE Group endeavours to develop a responsible purchases/business procedure, which fully meets its intention to act in an ethical and honest way. We expect the same commitment from our business partners and want to develop with them loyal, transparent, honest and sustainable business practices. Therefore, we have decided to formalise this “Suppliers’ Code of Conduct” in order to clearly state our expectations in the matter and establish that corporate and ethical responsibility is at the core of our business relations. The compliance with the principles set out in this Code is an essential criterion for selecting and continuing to trade with our business partners. We require each business partner to understand these principles, adhere to them and implement them with the mutual aim of shared performance and value.

**Patrick THOLLIN**  
Group Chairman

**Béatrice SCHMIDT – THOLLIN**  
Executive Director

**Lucie VEUILLET**  
Corporate Purchasing Manager



## PREAMBLE

The purpose of this Suppliers' Code of Conduct created by the EFI AUTOMOTIVE Group (hereinafter the "Code") is to provide guidelines to all suppliers who have or may have business activities and commercial interactions with one of the entities of the EFI AUTOMOTIVE Group.

By suppliers within the meaning of this Code we mean all current or future suppliers, service providers, sub-contractors, consultants, sales representatives, distributors, partners, including their employees, their subsidiaries and the employees of their subsidiaries (hereinafter the "Supplier"). This Code adheres to the Universal Declaration of Human Rights, the UN Global Compact Principles, the general principles of the International Labor Organization (ILO), as well as the values upheld by the EFI AUTOMOTIVE Group and stated in its Quality & Environment Manual.

The Supplier is expected to comply with the requirements of the Code or, in the event that they are more exacting, the legislative and/or regulatory provisions applicable in the jurisdictions where the Supplier operates its businesses. The Supplier must also circulate the Code within its organization so that all of the employees, subsidiaries, and all of the employees of the said subsidiaries, involved in commercial/business relations with the EFI AUTOMOTIVE Group are aware of them beforehand. Although the Code only applies to the Supplier directly working with the EFI AUTOMOTIVE Group, the Supplier must ensure its own suppliers comply with these requirements. It is specified that all the situations that the EFI AUTOMOTIVE Group and the Supplier may encounter in performing their commercial/business activities cannot be anticipated in this Code.

For all cases not stipulated, the Supplier must act in an ethical and professional way, adhere to the principles of integrity and honesty, and comply with the laws, regulations, agreements and industrial standards in force at the local, national and international levels, notably in terms of manufacturing, pricing, sales distribution and safety of its products and/or services.

## PRINCIPLES TO COMPLY WITH

### Non-discrimination policy

The Supplier must refrain from any discrimination in recruitment, working practices or conditions, including with regard to remuneration, benefits, advancement, discipline, redundancy or retirement, as well as any discrimination based on race, religion,

age, nationality, social or ethnic origin, sexual orientation, gender, marital status, political opinions, disability or any other category protected by the law.

### Child labor

The Supplier is strictly prohibited from putting children to work who are under the legal age of the country where it operates its business. There in, the Supplier must comply with the provisions of the ILO relating to the health, safety and morality of minors.

### Forced or compulsory labor

The Supplier must by no means have recourse to, participate in or benefit from any form of forced, compulsory or involuntary labor. This includes prison work, slavery, forced labor, military labor, work contracts that cannot be ended by the workers or any form of human trafficking.

### Coercion and harassment

The Supplier will treat each employee with dignity and respect and must not use corporal punishment or threats of violence or other forms of physical, sexual, psychological or verbal harassment, bad treatment or intimidation.

### Health and safety

The health and safety at work of employees must be a priority for the Supplier in all significant aspects of its businesses. Therefore, the Supplier must at least comply with all the regulations, laws and standards applicable in health and safety matters.

The Supplier must take suitable measures such as policies, standards, procedures, emergency measures and management systems, with a view to preventing occupational diseases and work accidents and provide a safe and healthy working environment for its employees.

### Reprisals

The Supplier must not tolerate any retaliatory action against an employee reporting in good faith bad treatment, an act of intimidation, discrimination, harassment or any breach of the applicable law or of this Code or participating in an investigation based on such a report.

### Remuneration and working time

The EFI AUTOMOTIVE Group expects its Supplier to acknowledge the indispensability of wages to meet the fundamental needs of the employees.

The Supplier must, at the minimum, conform to all the laws and regulations governing employees and the

working time in force, notably those relating to the minimum wage, overtime, maximum working time, hourly rates and the other items of remuneration, and provide mandatory benefits.

### **Protection of the environment**

The Supplier must operate its businesses in an environmentally-friendly way and comply with all the applicable laws and regulations in the country of manufacture or delivery of the products or services concerned. It undertakes to continually minimize the impacts of its businesses on the environment.

### **Fair competition**

The Supplier must behave fairly in conducting its business in order to guarantee the existence of effective competition, essential to the proper functioning of the economy and stabilization of the market in which it operates.

To this end, the Supplier undertakes to comply with all the laws and regulations applicable with regard to the fight against anti-competitive and restrictive practices.

### **Compliance with the regulations regarding controlling exports**

The Supplier undertakes to comply with all the regulations applicable with regard to controlling exports and sanctions of the Member States of the European Union, the USA, and any other country concerned (hereinafter the "Regulations on the Control of Exports"). Therefore, the Supplier is prohibited from breaching, or compelling one of the entities of the EFI AUTOMOTIVE Group to breach one or more Regulations on the Control of Exports (such as the provisioning or delivery of supplies in countries subject to a sanction).

### **Compliance with the regulations regarding controlling imports**

The Supplier undertakes to comply with European legislation and/or any other applicable legislation on ore (such as tin, tantalum, tungsten, gold) coming from conflict-affected areas. To this end, the Supplier must already exercise its duty of due diligence and ensure that all its importations, which are concerned by the said legislation, come exclusively from responsible sources and not from conflicts. Thereby, as of January 1st, 2021, Supplier must fulfill with «OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas» requirements and follow the five established steps. "

### **Fight against corruption and prevention of conflicts of interest**

The Supplier must not tolerate, permit or practice embezzlement, money laundering, extortion, bribes or other forms of corruption in its transactions with any government manager or employee or person in the private sector. The Supplier must comply with all local, national and international laws in force, as well as the principle adopted by the United Nations Global Compact, which stipulates that "companies must fight corruption in all its forms, including extortion and bribes."

The Supplier will only engage in legitimate business and ethical practices in relation to its commercial/business operations; it will not pay, offer, give, promise or authorize, directly or indirectly, any payment of any value whatsoever to a third party with the aim or intention of inducing this third party into using its authority to come to the aid of the Supplier or another third party; and will not accept any payment or benefit of any kind whatsoever as encouragement or reward for any act or allowance having notably a connection with any subject and/or any affair carried out by or on behalf of one of the entities of the EFI AUTOMOTIVE Group.

In particular, the Supplier is prohibited from offering to any one of the entities of the EFI AUTOMOTIVE Group or to the employees of the EFI AUTOMOTIVE Group sums of money, gifts, invitations or other benefits that can influence present or future decisions.

The Supplier must be aware that any employee of the EFI AUTOMOTIVE Group cannot offer or receive any gift, invitation, payment or other benefit that could influence or give the impression of influencing a business decision. This also applies to any person close to the employee (family, friend, etc.).

However, if the law or applicable regulation permits it, gifts of a sufficiently low value so as not to be perceived as an attempt at bribery, such as pens, diaries, cups or sweets can be offered to the employees of the EFI AUTOMOTIVE Group, on condition that the frequency at which the gifts are offered is not excessive or inappropriate and on condition that these gifts automatically bear the brand/trademark, or any other distinctive sign, specific to the Supplier.

Equally, the Supplier must ensure that its employees avoid any situation of conflict between the interests of the Supplier and their personal interests or those of their close relations.

### **Confidentiality, security and protection of the data/confidential**

**information/business secrecy of the  
EFI AUTOMOTIVE Group**

The Supplier undertakes to comply with the confidentiality of the data/information, and business secrecy where applicable, provided by one of the entities of the EFI AUTOMOTIVE Group. For example, and without this list being exhaustive, the following are considered as confidential and business secrets: economic, commercial and financial information, manufacturing secrets and know-how, techniques, equipment, tools, methodologies, information on the personnel, information on customers, price reductions, product samples, estimates, plans, designs, photographs, etc.

The Supplier must use ail information from the EFI AUTOMOTIVE Group (data/confidential information/business secrecy) only for the purpose for which it has been collected, received or made available, pursuant to the instructions provided by the EFI AUTOMOTIVE Group, and subject to the technical and organizational security measures required to protect it against any loss, alteration, disclosure or unauthorized access, or other form of illegal processing.

**Control and penalties**

The EFI AUTOMOTIVE Group is authorized to carry out any checks or audits directly or through an organization authorized to ensure the Supplier complies with this Code. Compliance with this Code is part of the contractual obligations between the EFI AUTOMOTIVE Group and the Supplier. Equally, compliance with the principles set out in this Code forms a key criterion in relation to the process to select and retain the Supplier. Non-compliance with this Code can be a sufficient reason to terminate the commercial/business relations with the Supplier without the right to any compensation due to the seriousness of the breach and the specific circumstances. The EFI AUTOMOTIVE Group would also be likely to report to the competent authorities the actions of Suppliers that are contrary to the aforementioned principles.

**Supplier’s acknowledgment**

The Supplier hereby acknowledges that it has received the Code and agrees that all of its current or future employees, subsidiaries and the employees of its subsidiaries, dealing with one or more entities of the EFI AUTOMOTIVE Group will receive the Code and will comply with all of its terms.

The Supplier acknowledges that its failure to comply with one or more of the principles as stated in the Code, will be a breach of the Supplier’s main obligations under its commercial/business relations

with the EFI AUTOMOTIVE Group that could compel the EFI AUTOMOTIVE Group to terminate the said commercial/business relations and to notify the competent authorities where applicable.

If the Supplier is aware of or witness to behavior by one of its employees, or by an employee of the EFI AUTOMOTIVE Group, that could be contrary to the principles stated in the Code, the Supplier acknowledges that it must notify the compliance assistance department of the EFI AUTOMOTIVE Group at the following address: [compliance@efiautomotive.com](mailto:compliance@efiautomotive.com), in such a way that all suitable measures can be taken to stop the contrary behavior thus raised.

The Supplier aise acknowledges that its commitment to comply with the Code in no way obligates any of the entities of the EFI AUTOMOTIVE Group to conclude contracts or place orders with the Supplier.

**Company:** .....  
**Name:** .....  
**Role:** .....

Duly empowered to act in the name and on behalf of the Company.

**Electricfil Automotive**

77, allée des Grandes Combes  
ZI Ouest Beynost  
F – 01708 Miribel Cedex  
Tél. +33 (0)4 72 01 34 34

**EFI Automotive**

15 rue du Château  
92250 La Garenne-Colombes  
(Paris) – France  
Tél. +33 (0)1 57 68 83 39

**Electricfil Service**

1 rue de l'Industrie  
Parc d'Activités du Rongeant  
F – 52300 Joinville  
Tél. +33 (0)3 25 94 01 86

**Electricfil Automotive  
Italian Office**

Tel. +39 389 880 7624

**Electricfil Automotive  
Böblingen Office**

Harbigstrasse 45/1  
D – 71032 Böblingen  
Tel. +49 7031 65 88 033/34/35

**Electricfil Ünifil Otomotiv**

Dudullu Organize Sanayi  
Bölgesi  
3, Cadde N° 11  
34776 Y. Dudullu, Istanbul,  
Turkey  
Tel. +90 (0)216 528 1800

**Electricfil Corporation  
North American Headquarters**

18831 Carters Circle  
Elkmont, AL 35620, USA  
Tel. +1 256 732 4044

**Electricfil Corporation  
Applications Development  
Center**

Andover Business Park  
47091 Five Mile Road  
Plymouth, MI 48170, USA  
Tel. +1 734 425 2774

**Electricfil de México  
Guadalajara Facility  
Condominio Industrial**

Siglo 21  
Av. Siglo 21 #50-103  
Sta. Cruz de Las Flores  
Tlajomulco de Zúñiga,  
45 640 Jalisco, Mexico

**Electricfil Engine  
Components**

Wuhan Economic & Tech.  
Development Zone,  
No.60, South Quanli Road,  
Wuhan, 430056 Hubei, China  
Tel. +86 27 842 949 43 & 4931



**EFI Automotive – KK Seric**  
701B Nihonbashi 1-chome  
Mitsui Building,  
1-4-1, Nihonbashi Chuo-ku,  
Tokyo 103-0027, Japan  
Tel. +81 03-3510-2040

EFI AUTOMOTIVE  
77 Allée des Grandes Combes  
ZI Ouest Beynost  
F – 01708 Miribel Cedex  
FRANCE

contact@efiautomotive.com  
+33 4 72 01 34 34  
www.efiautomotive.com