

SUPPLIER & PROVIDER CHARTER

*GBH strives to promote gender equality.
However, to simplify writing and make it easier to read,
This Code of Conduct avoids repetition in job titles
by choosing the most commonly practiced gender.*

GBH

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Preamble

Within the framework of the law n ° 2016-1691 of December 9, 2016 concerning transparency, the fight against corruption and the modernization of the economy (known as the Sapin II Law), GBH has decided to strengthen its obligations and commitments in the fight against corruption and trading in influence. To do this, a Code of conduct has been established.

Moreover, according to the law n ° 2017-399 of March 27, 2017 relating to the supervision of parent and ordering companies, GBH has also undertaken the development of a Vigilance Guide.

The Code of Conduct as well as the GBH Vigilance Guide are made available and for free consultation on <https://www.gbh.fr/en/charte-ethique>.

GBH's Code of conduct as well as GBH's Vigilance Handbook integrate the principles and prescriptions from:

- ILO Conventions,
- The ten principles of the United Nations Global Compact,
- The Universal Declaration of Human Rights of 1948,
- The Regulation (EU) 2016/679 of the European Parliament and of the council of April 27, 2016 on the protection of private persons with regard to the processing of personal data and to the free movement of such data known as General Data Protection Regulation (GDPR).

The present Supplier & Provider Charter (hereinafter referred to as « The Charter ») defines the requirements of GBH and its subsidiaries applying, in all circumstances, to all its suppliers and Providers, all along its supply chain and during all service delivery.

This Charter reminds the main commitments expected from each supplier of GBH, from the Code of Conduct of GBH and the Vigilance Handbook of GBH.

The aim of this Charter is to guarantee at all times:

1. Clients satisfaction.
2. Healthy and fair-trade relationships.
3. Respect of Human Rights and Fundamental Freedoms.
4. An overall sustainable development approach.

A. MAIN PRINCIPLES

Any supplier or provider of GBH commits to deliver only products or services complying with the Charter principles, with the national and international laws which apply to the exercise of their activity as well as with the international rules and guidelines mentioned in the Charter.

According to the Charter, the word « supplier » designates all the direct contractors of GBH. The supplier commits to transfer and enforce this Charter to their own subcontractors and suppliers at the earliest stages.

This Charter is part of a continuous improvement process with which the Supplier commits to comply and to make some practices which would contradict this document evolve.

GBH strives to maintain an open and constructive dialogue with its suppliers concerning their abilities to respect this Charter and GBH can, if need be and when possible, accompany them in the creation of improvement plans aiming at answering the Charter expectations.

The non-observance of the provisions of this Charter from a supplier may lead to their exclusion from a tender or to the termination of their contract.

B. CLIENT SATISFACTION

GBH aims at guaranteeing to all the clients the provision of quality services and products and at the best price. This goal requires a strict respect of the current legislation in order to allow the clients to make their choice with full transparency and objectivity.

Each supplier commits to respect strictly and in an inescapable way the whole set of legal and standard requirements (*in terms of quality of the products and security*) applicable to their business segment and according to the country of destination in order to ensure the clients the level of quality and conformity they can reasonably expect.

C. HEALTHY AND FAIR-TRADE RELATIONSHIPS

GBH wishes to establish with its clients, suppliers, competitors, government agencies or employees some relationships based on the principles of loyalty and integrity in accordance with the current regulation.

COMPLIANCE WITH OF THE REGULATION

The supplier must comply with the laws, principles, standards and national and international regulations existing in all the countries where he works and which are applicable to him. The supplier makes sure this commitment is respected by his own suppliers and subcontractors.

PRINCIPLE OF TRANSPARENCY

The supplier commits to the most absolute transparency with GBH. Any attempt to conceal, any false declaration, forgery of documents or facts may lead GBH to terminate any existing trade relationship and exclude the supplier from any future tender.

In the case of a supplier having the feeling of being unfairly treated or that his business proposals would never be studied, the latter can contact directly the management of the subsidiary in order to obtain detailed explanations.

Besides, in the case of subcontracting, the supplier commits to declare and to ask the approval of GBH beforehand. When subcontracting has been accepted by GBH, it is the responsibility of the supplier to check the strict application of the Charter with the help of auditors, of a third party or qualified employees. Any concealed subcontracting may justify an immediate termination of the trade relationships.

If the supplier witnesses a non-ethical behaviour or a violation of the provisions of the present Charter, he must immediately make a reporting by using the dedicated e-mail address: ethics@gbh.fr. All reports will be treated confidentially and GBH will take all necessary measures to remedy the situation.

CONFLICT OF INTEREST

To address any risk of conflict of interest, the employees of GBH are asked to disclose at the earliest stages any activity, relationship or family link which could influence or skew objectivity in the conclusion of contracts with a supplier.

In cases in which a family relationship would exist between an employee of GBH and the supplier, GBH will assess if this relationship is compatible with the rules of transparency and objectivity for the continuation of the trade relationship.

PRESENTS & BONUSES

The collaborators of GBH are not allowed to receive presents or bonuses from suppliers in any form whatsoever (in kind, amounts of money, presents, invitations, entertainment, trips, accommodation or use of real estate...)

The non-observance of this rule could lead GBH to stop any ongoing trade relationship and ban the supplier from any future tender.

As an exception, the exchange of presents can be acceptable in certain circumstances particularly when it is part of local habits and customs. The presents offered or received in such circumstances must be reasonable, of good taste and with a symbolic value.

ILLICIT PRACTICES

GBH outlaws corruption in all its forms, no matter the circumstances, the location or the moment. GBH expects its suppliers to take a similar commitment as much for themselves as for their own suppliers and subcontractors.

The supplier must refrain from taking part to deals, from getting involved in any unfair practice which would result in hindering free competition, in particular those aiming at evicting a competitor from the market or at restraining the access to new markets for the new competitors with illicit means (agreements on the prices, agreements on quotas of production or sales...).

If it is found that a supplier has given or tried to give a present or any type of bonus to an employee of GBH in order to obtain an illicit advantage or to influence a decision, this act is likely to be considered as active corruption and the supplier could be prosecuted. In this case, GBH will take all the necessary measures to terminate immediately the trade relationship with the supplier and if necessary, submit the case before the local relevant jurisdiction.

CONFIDENTIALITY

Any information coming from some communication or in relation with the trade relationship between the supplier and GBH must be considered as confidential.

Hence, the supplier commits neither to disclose any confidential information nor to search to get some kind of advantage from it.

D. HUMAN RIGHTS & FUNDAMENTAL FREEDOMS

PROHIBITION OF CHILD WORK

The supplier commits to respect the minimum legal working age for any type of job or work defined by the local and international law and, in any case, not to employ children under 15.

The supplier does not employ any young person aged over 15 and under 18 in night shifts or in conditions which might jeopardize their health, safety or their moral integrity and/or which might be harmful to their physical, mental, spiritual, moral or social development as defined in the Agreement n°182 of the ILO.

PROHIBITION OF FORCED LABOUR

It's forbidden to use forced labour, whether it's compulsory or not paid in all its forms including jail labour otherwise than how it is planned in the Agreement n°29 of the ILO.

GBH bans the confiscation of personal documents, the deposit of a guarantee or the payment of recruitment fees by the employees as a prerequisite to a recruitment.

The supplier must respect the employees' right to terminate their contract on condition that they respect a legal or reasonable notice and to leave the workplace after their service depending on the terms set by the local and international existing law.

FIGHT AGAINST DISCRIMINATION AND MISTREATMENTS

The supplier does not practice, encourage nor tolerate, in terms of recruitment, hiring, training, working conditions, job assignment, pay, advantage, promotion, discipline, termination or retirement, any discrimination whatsoever based on sex, age, religion, the family situation, race, caste, social context, illness, disability, pregnancy, national or ethnic origin, nationality, the fact of belonging to an employee organisation (including a trade union), the political affiliation, the sexual orientation, physical appearance or any other personal characteristic.

The supplier does not practice nor tolerate any moral or physical harassment nor any abuse whatever it may be.

WORK DURATION

The supplier sets a work duration in compliance with the national local legislation and with the agreements of the ILO, by always applying the rule which offers the best protection in terms of health, safety and well-being of the employees.

WORKING CONDITIONS – HEALTH & SAFETY

The supplier shall take the appropriate measures considering the working conditions and the risks of their sector of activity to prevent accidents and health impairments resulting from or linked to or happening during the professional activity.

E. OVERALL APPROACH OF SUSTAINABLE DEVELOPMENT

Fully aware of the stakes and its responsibilities in the matter, GBH and all its subsidiaries have included in their sustainable growth strategy this aspect of Sustainable Development.

In order to guarantee a general approach, GBH encourages all its suppliers to put in place, according to the best technologies available and to the good practices in the sector, all the preventive actions in order to avoid and/or reduce the negative impacts of their activities on the environment and to contribute to the fight against climate change by taking into account the following principles:

MANAGEMENT OF NATURAL RESOURCES

Any natural resource and more urgently the non-renewable resources must be managed as efficiently as possible.

The supplier commits not to use raw materials coming from animal or green protected species or derived from illicit practices.

GBH encourages the development and the marketing of products in line with the norms which are respectful of the environment such as FSC wood.

PREVENTION OF RELEASES & ATMOSPHERIC POLLUTION

The supplier will have to make sure to reduce to the maximum the atmospheric discharge of polluting substances without prior treatment and to respect the release thresholds set by local and international regulations.

In the same vein, all the sewage resulting from production processes and/or from the activity of the supplier must be treated in compliance with the local regulation before being evacuated.

WASTE MANAGEMENT

Any waste, especially hazardous waste, must be taken in charge and treated responsibly (identification, storage, disposal in authorized centres, treatment) and in compliance with the local and international regulations.

PRODUCTS AND HAZARDOUS SUBSTANCES FOR THE ENVIRONMENT

The supplier must ensure that any substance presenting a risk for the environment is identified, labelled and stored in order to prevent any risk of pollution or accidental spill.

F. REPORTING & CONTROL

In order to guarantee the respect of the requirements of this Charter, each supplier is asked to audit and regularly inspect all their production sites as well as those of their authorized sub-contractors.

GBH reserves the right, after the supplier's agreement, to speed up a site inspection or to instruct a specialized independent outside firm to audit the supplier. For this purpose, the supplier commits to cooperate and to facilitate the audit operations, to guarantee access to their production sites, their documents and recordings, to their staff as well as to their sub-contractors and suppliers.

In the event of proven non-compliance to some minor requirements, the supplier commits to put in place and to ensure to put in place (*at their sub-contractors or suppliers*) some corrective actions when applicable, in a determined period with each party.

Any unjustified refusal or the impossibility to inspect a site might justify the cancellation of an ongoing purchasing order, the reception of a delivery as well as the termination of all business relationships with the supplier.

G. SUPPLIER'S DECLARATION OF INTEGRITY

I, the undersigned, _____ acting as the legal representative of the company _____ or duly authorized for the purpose of executing the present contract (*hereinafter referred to as "the Supplier"*)

ATTEST THAT:

- The Supplier has not been the subject of any conviction against him for acts of corruption, of influence peddling or money laundering during less than 5 years.
- The Supplier is not in one of the following conflict of interest situations:
 - having a business or familial relationship, direct or indirect, with a member of GBH involved in the selection process or the execution of the contract, unless the resulting conflict has been brought to the knowledge of GBH and resolved to its satisfaction.
 - maintaining direct or indirect contact with a member of GBH which enables him to have access to confidential information relating to GBH in connection with its offers or to influence directly or indirectly the decisions of GBH.

COMMIT TO:

- Immediately communicate to GBH any change in the situation with regard to the above points as well as any potential conflict of interest situation which could disrupt the existing or future negotiation process. Where applicable, the Supplier undertakes to take any measure necessary to remedy the situation without delay and to limit its effects.
- Not to commit any unfair manoeuvre (action or omission) intended to deliberately deceive others, to intentionally conceal elements, to surprise or vitiate their consent or circumvent legal or regulatory obligations in order to obtain an illegitimate benefit.
- Not having promised, offered or granted, directly or indirectly, to a civil servant an undue advantage of any kind whatsoever, for themselves or for another person or entity, in order that they should perform or refrain from performing any act in the exercise of their official duties.
- Not having promised, offered or granted, directly or indirectly, to any person managing an entity of the private sector or working for such an entity, in any capacity whatsoever, an undue advantage of any kind, for themselves or for another person or entity, in order that they should perform or refrain from performing an act in breach of their legal, contractual or professional obligations.
- Respect and to implement all necessary measures in order to ensure that all its employees, agents, representatives or persons acting on its behalf comply with the foregoing provisions and, more generally, with the laws and regulations in force with regard to corruption, influence peddling, money laundering and conflicts of interest.

CLAIM TO BE IN AGREEMENT & TO HAVE TAKEN FULL NOTICE:

- Of all the provisions of GBH Supplier & Provider Charter, GBH Code of conduct and GBH Vigilance Handbook and declare to respect them without any reservation.
- That GBH shall take all necessary and appropriate measures to guarantee the respect of the ethics rules of the present Charter and reserves the right to immediately terminate any current or future business relationship with the Supplier in the event of proven breaches.

Supplier:		Stamp:
Represented by:		
Date:		

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