



# CODE OF CONDUCT FOR SUPPLIERS OF ENERGIE 360° AG

energie360°

# 1 INTRODUCTION

Energie 360° AG bases its activities on the principles of sustainable procurement. We have set ourselves the goal of acting in an exemplary manner in the areas of economic efficiency, the environment and social responsibility. The corresponding guiding principles are an integral part of our procurement mission statement and form a strong basis for cooperation with current and future suppliers. Energie 360° AG is therefore committed to ensuring that its business partners also take their environmental and social responsibilities seriously and comply with the relevant legal requirements.

## 2 INTEGRITY

We run our business on the basis of honesty and the quality of our services. As such, we reject corruption and any form of undue influence. Suppliers of Energie 360° AG ensure that all necessary measures are taken to avoid corruption. The Supplier shall respect the rules of fair competition and ensure compliance with the provisions of competition and antitrust law. In addition, the Supplier guarantees that the protection of intellectual property of third parties is respected and that the statutory data protection provisions are complied with.



## 3 ENVIRONMENTAL SUSTAINABILITY

The Supplier undertakes to comply with all legally applicable requirements as well as any existing industry standards, agreements and guidelines concerning the environment and sustainability, and to at least comply with the following requirements (i.e. if the legal and the aforementioned requirements are less restrictive than the following or do not exist):

- ✔ The Supplier undertakes to use natural resources responsibly and to make efforts to reduce energy consumption (electricity, heat), water, combustibles and fuels and their emissions, as well as to use means of transport in an energy-efficient manner.
- ✔ The Supplier and its employees are aware of the (hazardous) substances used in their operations/production facilities. It shall ensure economical use, correct storage and use, compliance with applicable safety regulations and environmentally friendly disposal.
- ✔ The Supplier shall strive to use new, advanced environmental technologies that lead to measurable improvements in environmental impacts (e.g. climate change).

## 4 PRODUCT SAFETY

The Supplier shall observe all applicable product safety regulations and requirements, in particular the legal requirements concerning the safety, labelling and packaging of products, as well as the use of hazardous substances and materials.



## 5 OCCUPATIONAL HEALTH AND SAFETY REGULATIONS, WORKING CONDITIONS AND LABOUR LAW

Subject to specific requirements formulated separately for certain products or services or specific requirements in the tender documents or in the Contract, the following shall apply:

### 5.1 Suppliers with a registered office or branch in Switzerland

For suppliers with their registered office or branch office in Switzerland, the laws and regulations at the place of their registered office or branch office apply, namely:

- ✔ The occupational health and safety regulations and labour conditions (i.e. collective agreements, standard employment contracts or, in their absence, local and professional regulations, etc.)
- ✔ Provisions for equal treatment of employees irrespective of gender, age, nationality, religious belief, origin, sexual orientation or other personal characteristics

## 5.2 Suppliers without a registered office or branch in Switzerland

If the service is rendered abroad, suppliers shall comply with the statutory provisions in force in the place where the service is rendered. In any case, however, it must be guaranteed that the eight core labour standards of the International Labour Organization (ILO, a specialised agency of the United Nations with headquarters in Geneva) are observed at the place of performance. The ILO's core labour standards are based on the following four fundamental principles:

### 5.2.1 Freedom of association and the right to collective bargaining

The right of all workers to form and join trade unions and workers' organisations and to bargain collectively in accordance with ILO Conventions 87 and 98 shall be respected.

### 5.2.2 Prohibition of forced labour

Any kind of forced labour and thus any kind of work required under the threat of punishment, such as corporal punishment or mental or physical coercion, is prohibited in accordance with ILO Conventions 29 and 105.

- 1 • No. 029 of 28 June 1930 on forced and compulsory labour.
- No. 087 of 9 July 1948 on Freedom of Association and Protection of the Right to Organise.
- No. 098 of 1 July 1949 on the application of the principles of the right to organise and the right to collective bargaining.
- No. 100 of 29 June 1951 on equal pay for male and female workers for work of equal value.
- No. 105 of 25 June 1957 on the abolition of forced labour.
- No. 111 of 25 June 1958 on discrimination in employment and occupation.
- No. 138 of 26 June 1973 on the minimum age for admission to employment.
- No. 182 of 17 June 1999 on the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour.

### 5.2.3 Prohibition of child labour



All forms of exploitative child labour and working conditions similar to those of slavery or harmful to children's health are prohibited in accordance with ILO Conventions 138 and 182.

### 5.2.4 Prohibition of discrimination in employment and occupation

Any distinction, exclusion or preference based on race, colour, sex, creed, political opinion, national origin or social origin which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation shall be eliminated in accordance with ILO Convention 111. The principle of equal pay for male and female workers for work of equal value must be applied in line with ILO Convention 100.

## 5.3 Place of performance

The place of performance shall be the place where the service is actually rendered. A distinction must be made between the following cases in relation to foreign countries:

-  If a product is produced abroad and delivered to Switzerland, the place of performance shall be the country of production. In the case of services, the actual place of the service is decisive.
-  If suppliers send their employees to Switzerland to have work carried out here, the place of performance is Switzerland.



## 6 PROVISION OF SERVICES BY THIRD PARTIES, SUB-CONTRACTORS AND CONTRACTUAL PARTNERS

Suppliers are required to inform any third parties, subcontractors and contractual partners they engage about the contents of this Code and to demand compliance with it on their part.



## 7 REPORTING POSSIBLE MISCONDUCT

Suppliers are encouraged to report possible illegal or unethical acts and violations of this Code. Energie 360° AG has established the [Compliance Reporting Office](#) for this purpose.

Reports to this office will always be treated confidentially.



## 8 COMPLIANCE AND CONTROL

Compliance with the requirements of the Code must be verifiable on the part of the Supplier and must be submitted to Energie 360° AG upon request. Energie 360° AG reserves the right to verify compliance with the Code itself or through consultation with independent third parties appointed by Energie 360° AG.

If a supplier fails to comply with the basic principles set out in this Code, Energie 360° AG is entitled to terminate the business relationship with that supplier by giving notice of extraordinary termination. At the discretion of Energie 360° AG, such consequences may be waived and alternative measures may be taken instead if the Supplier can credibly ensure and prove that it has immediately initiated countermeasures to prevent future violations.

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