Based on delfort code of conduct, the Feurstein Supplier Code defines the non-negotiable minimum standards that we ask our Suppliers and their sub-tier Suppliers to respect and to adhere to when conducting business with Feurstein. We are committed to international standards such as the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, the Core Conventions of the International Labour Organization (ILO) and the SA 8000 of SAI.

This Supplier Code set forth expectations for the Supplier with whom Feurstein does business, including their parent, subsidiary or affiliate entities, as well as all others with whom they do business including all employees (including permanent, temporary, contract agency and migrant workers), upstream suppliers and other third-parties. It is the Supplier's responsibility to disseminate, educate and exercise diligence in verifying compliance of this Code to its employees, agents and sub-tier suppliers.

Feurstein expects all suppliers to strictly adhere to all applicable laws and regulations and to adhere for this standard detailed herein, and strive to comply with international and industry standards and best practices. In addition Feurstein reserves the right to verify compliance with the Code through internal or external assessment mechanisms and require implementation of progresses towards audit requirements or this Supplier Code.

I. Human Rights

Feurstein fully supports the United Nations Framework and Guiding Principles on Business and Human Rights and expects the Supplier to respect all human rights, including labor rights, throughout its business activities. As a minimum:

**Freedom of Association and Collective Bargaining**
The Supplier shall grant its employees the right to Freedom of Association and Collective Bargaining in accordance with all applicable laws and regulations.

**Forced Labour**
The Supplier must under no circumstances use, or in any other way benefit, from forced labour, which refers to any form of indentured servitude such as the use of physical punishment, confinement, threats of violence as a method of discipline or control such as retaining employees' identification, passports, work permits or deposits as a condition of employment.

**Employment Practices**
The supplier shall only employ workers who are legally authorized to work in their facilities and are responsible for validating employees' eligibility to work through appropriate documentation. All work shall be voluntary, and workers shall be free to leave work or terminate their employment upon reasonable notice.

**Minimum Age for Employment**
The use of child labor by the Supplier is strictly prohibited. That indicates that no child below 15 years (or 14 in certain developing countries) is allowed to work, subject to exceptions allowed by the ILO or national law.

If the Supplier employs young workers, it must demonstrate that the employment of young people does not expose them to undue physical risks that can harm physical, mental or emotional development.

**Fair and Equal Treatment - protection against discrimination**
The Supplier must operate with dignity, respect and integrity in regards the treatment of its employees:

- The Supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, color, religion, gender, age, physical ability, national origin, sexual orientation, political affiliation, union membership, medical tests, or marital status.
Any form of psychological, physical, sexual or verbal abuse, intimidation, threat or harassment must not be tolerated.

The Supplier shall respect the privacy rights of its employees whenever it gathers private information or implements employee monitoring practices.

When the Supplier retains direct or contracted workers to provide security to safeguard its personnel and property, the Supplier will make sure that security personnel apply the same standards on fair and equal treatment.

**Working time and rest days**

The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to regular working hours, and overtime hours, including for breaks, rest periods, holidays, and maternity and paternity leaves. In absence of law, the Supplier shall not require a regular work week over 60 hours, employees shall be allowed at least one day off after six consecutive days of work, and any overtime worked shall be voluntary and compensated at premium rate.

**Wages and benefits**

The Supplier’s employees must be provided with wages and benefits that, at a minimum, comply with national laws or industry standards whichever is higher, as well as binding collective agreements, including those pertaining to overtime work and other premium pay arrangements. In any event, wages should always be enough to meet basic needs for employees, and their entitled official dependents, and to provide some discretionary income. The Supplier must not apply disciplinary or any other forms of deductions from pay neither apply any forms of discrimination in employment and remuneration practices.

**II. Safety and Health**

Feurstein expects the Supplier's operating and management systems, as well as employees, to work in preventing work-related injuries and illnesses.

**Workplace Environment**

The Supplier shall provide its employees with a safe and healthy working environment. As a minimum, potable drinking water, adequate lighting, temperature, ventilation, sanitation, and personal protective equipment must be provided together with equipped work stations. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable laws and regulations.

**Housing Conditions & Respect of Privacy**

When provided by the Supplier, dormitory facilities shall be constructed and maintained in accordance with all applicable laws and regulations, and they shall be clearly segregated from the factory and production area. All dormitory buildings shall be clean and safe and workers shall be able to enter and leave the dormitory buildings freely at any hour. There shall be clean toilet facilities, access to potable water, and sanitary food preparation and storage facilities. All dormitory facilities shall also provide workers with reasonable personal space, adequate heat and ventilation and clean shower and bathrooms.

**Emergency preparedness**

The Supplier shall be prepared for emergency situations. This includes worker notification and evacuation procedures, emergency training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, and adequate exit facilities. The Supplier shall regularly train employees on emergency planning, responsiveness as well as medical care.

**Product Quality and Safety**

All products and services delivered by the Supplier must meet the quality and safety standards required by applicable law. When conducting business with or on behalf of Feurstein, the Supplier must comply with the Feurstein quality requirements.
III. Environmental Sustainability
Feurstein requires its Supplier to comply with all applicable legal environmental requirements and demonstrate continual improvement of its environmental performance.

Environmental Permits and Reporting
The Supplier shall make sure that it obtains, keeps current, and follows the reporting guidelines of all the required environmental permits and registrations to be at any time legally compliant.

Environmental Management System
The Supplier shall document and implement a relevant environmental management system (based on international standards such as ISO 14001:2015), designed to identify, control and mitigate significant environmental impacts.

Hazardous Materials and Product Safety
The Supplier shall identify hazardous materials, chemicals and substances, and ensure their safe handling, movement, storage, recycling, reuse and disposal. All the applicable laws and regulations related to hazardous materials, chemicals and substances shall be strictly followed. Supplier shall comply with material restrictions and product safety requirements set by applicable laws and regulations. Suppliers shall ensure that key employees are aware of and trained in product safety practices.

Resource Consumption, Pollution Prevention and Waste minimization
The Supplier shall optimize its consumption of natural resources, including energy and water. The Supplier shall implement and demonstrate sound measures to prevent pollution and minimize generation of solid waste, wastewater and air emissions. Prior to discharge or disposal, supplier shall characterize and treat wastewater and solid waste appropriately and according to applicable laws and regulations.

IV. Business Integrity
Feurstein requires the Supplier to comply with all applicable ethical trade laws and regulations in the countries where materials are sourced, produced and incorporated into Feurstein product (“country of use”). In case of services, the location of service delivery should prevail.

Anti-bribery
The Supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third Party, whether public or private. The Supplier will not pay or accept bribes, arrange or accept kickbacks and shall not take any actions to violate, or cause its business partners to violate, any applicable anti-bribery laws and regulations including the U.S. Foreign Corrupt Practices and the UK Bribery Acts.

Grievance mechanisms
The Supplier shall have systems in place enabling anonymous grievances, reporting and management. A designated officer shall continuously monitor the grievance mechanism, keep records on the issues raised and take appropriate actions on a confidential manner.

Records
The Supplier shall maintain transparent and up to date books and records to demonstrate compliance with applicable materials, services, governmental and industry regulations.

Origin
The Supplier shall be capable to disclose all the potential sources of primary origins (country of origin) associated with deliveries made. Feurstein reserves the right to ask the supplier to create, at a point of time, full supply chain mapping back to origin to facilitate assessment of upstream supply chain compliance.
Intellectual property
The Supplier shall take appropriate steps to safeguard and maintain confidential and proprietary information of its business partners and use such information only for the purposes authorized for use by the contractual agreement. In case of sub-contracting, sharing of confidential information should be made with the consent of Feurstein.

Conflict of Interest
The Supplier is expected to report to Feurstein any situation that may appear as a conflict of interest, and disclose to Feurstein if any Feurstein employee or professional under contract with Feurstein may have an interest of any kind in the Supplier's business or any kind of economic ties with the supplier.

Management systems
Feurstein expects its Suppliers to have a management system in place to ensure compliance with applicable laws, regulations and Feurstein's requirements relating to the suppliers operations, products and mitigation of operational risks. The management system shall facilitate continuous improvement and as a minimum include the following elements:

(i) Corporate social and environmental responsibility statements affirming supplier’s commitment to compliance and continuous improvement;
(ii) clearly identified company representative(s) responsible for ensuring implementation and periodic review of the status of the management systems;
(iii) identification, monitoring and understanding of applicable laws, regulations and customer requirements;
(iv) Process to identify and control the environmental, health and safety and labor practice risks associated with supplier’s operations; and 
(v) periodic self-evaluations to ensure conformity to legal and regulatory requirements, to the content of this Code and to customer contractual requirements related to social and environmental responsibility.
Supplier’s Acknowledgement

We, the undersigned hereby confirm that:

- We have received and taken due note of the contents of the Feurstein Supplier Code of 2018, published by Dr. Franz Feurstein GmbH
- We are aware of all relevant laws and regulations of the countries in which our company operates,
- We will comply with the Feurstein Supplier Code requirements based on a development oriented approach and without amendment or abrogation.
- We will inform all of our employees/subcontractors of the content of the Feurstein Supplier Code, and that we will ensure that they also comply with the provisions incorporated therein.

We hereby authorize Feurstein or any organizations acting on behalf of Feurstein to carry out audits at our premises at any time to verify compliance with the Feurstein Supplier Code content.

Name of Company

Name and Title

Signature  Company Stamp/Seal

Company’s Business Registration/Statutory ID/Code/Number

Date & Place

This document must be signed by an authorized representative of the Supplier & returned to Feurstein.