

## 1 Preamble

This commitment concerns the ... project («**the Project** »). The signing of this commitment by ... is a prerequisite to be invited for the final tender of the Project.

## 2 General statement

Geberit sees it as its duty to incorporate ethical principles into the relationships with its business partners, including suppliers of materials, services and capital equipment. In other words, Geberit expects from suppliers, their employees and their sub-suppliers to fully keep in line with the contents described hereafter.

## 3 Compliance with national and international laws and regulations

The Parties will follow all local, national and international laws, directives, norms and standards that apply to the Project, if possible even above and beyond what is legally required.

## 4 Human Rights

- 4.1 The Parties will act consequently against any form of child or forced labour and therefore do their utmost to minimise this risk and adhere strictly to extensive standards and provisions governing occupational law.
- 4.2 The Parties are committed to respecting human dignity and human rights and the individuality of every single person in the workplace.
- 4.3 The Parties will not tolerate any discrimination or bullying on the grounds of race, gender, religion, creed, nationality, invalidity, age, sexual orientation, physical or mental disability, marital status, political views or other characteristics protected by law.

## 5 Competition law

- 5.1 The Parties are fully and unconditionally committed to open and fair competition. The Parties' employees and representatives are expected to adhere to all applicable provisions prescribed by competition and anti-trust laws.
- 5.2 The Parties ensure that their business practices towards suppliers and their sub-suppliers, customers and competitors comply with anti-trust and competition laws.
- 5.3 The Parties will respect and follow the anti-trust and competition laws in all business activities and in agreements. Price rigging, cartels and other competition distorting practices are forbidden.

### **6 Bribery, corruption, favours**

- 6.1 The Parties strictly adhere to all relevant provisions against corruption and bribery. As a member of Transparency International, Geberit is committed to adhering to the most stringent integrity standards in all relationships with business parties. Geberit neither accepts that employees bribe others nor that they are bribed by others, incl. any other form of corrupt business behavior. In other words, nobody working for Geberit or ... may offer or grant to employees or representatives of the other party any unfair advantage, neither directly nor indirectly, to achieve and conclude business deals. Unfair advantages include, but are not limited to, unauthorized discounts, bribes, payoffs, underhand payments and all other illicit material and immaterial advantages.
- 6.2 Geberit has internal guidelines on donations in place to help fight corruption. Geberit employees are trained in this area. Regardless of the amount, employees of the Parties are not permitted to accept or give monetary or non-monetary gifts except common and appropriate hospitality such as a cup of coffee or a modest lunch. Third parties must not be used to circumvent existing regulations.

### **7 Use of Geberit name**

... shall not use the Geberit name, brand and trademarks as well as the business relation with Geberit for marketing or any other purposes without prior explicit approval of Geberit.

### **8 Supplier Code of Conduct, Environmental Goals**

- 8.1 ... acknowledges receipt of the "Supplier Code of Conduct" of the Geberit Group and recognizes the content of this Code.
- 8.2 Geberit and ... take responsibility for looking after the environment and aim to continuously improve their environmental performance. Both Parties have agreed that environmental factors will be included in all their decisions and activities.
- 8.3 ... confirms to strictly comply with local environmental regulations. It undertakes to inform Geberit without delay in the event of official or legal proceedings being instituted against it in connection with environmental and / or safety regulations.

### **9 Disclosure of company information**

During the realisation of the Project and as a part of Geberit's Risk Management system, ... undertakes to provide Geberit on its request with the following information:

- Income statement
- Balance sheet
- Information on relevant bank rulings and credit liabilities

## 10 Term of the Commitment

- 10.1 The commitment shall come into effect upon complete signing and shall be valid during the realisation of the Project. In case of any violation of one of the provisions of this commitment Geberit is entitled to terminate the contract regarding the Project with immediate effect.
- 10.2 Any notice has to be given in writing (e-mail is not sufficient).

## 11 Breach of Contract

Both Parties shall abide by all provisions herein. Should any breach of this contract occur to one party, the other party may claim compensation for all relevant damages and losses arising from such breach of contract.

## 12 Whistleblowing; Geberit Integrity Line

In case of any behaviour of Geberit, its employees or representatives violating one of the provisions of this Commitment, ... should contact the independent and anonymously acting Integrity line.

## 13 Applicable Law / Legal Venue

- 13.1 This commitment is governed by German law.
- 13.2 The legal venue shall be in accordance with the respective provisions in the contract regarding the Project.

## 14 Miscellaneous

- 14.1 This commitment is bilingual in English and .... In case of any conflict between these languages, then the English text version shall prevail.
- 14.2 Any provision of this commitment held to be invalid or unenforceable by the jurisdiction under applicable law, shall not affect the validity, legality or enforceability of the remaining provisions hereof. Any void or unenforceable provision shall be deemed replaced by such legally compliant provision which economically comes as close as possible to the void or unenforceable provision. In the event of any omission of the commitment such provision shall be deemed agreed, which properly reflects the spirit of the commitment and considers good faith and the justified interests of The Parties.
- 14.3 This commitment is executed in two counterparts, one of which has been received by each Party.