



Schindler



Schindler Lifts Australia Code of Conduct (Vendor Policy)

We Elevate

Schindler Lifts Australia Pty. Ltd.

(ABN 19 005 838 773)

Code of Conduct (Vendor Policy)

Schindler Lifts Australia Pty. Ltd. (“Schindler Australia”) requires all 3rd party suppliers including the undersigned (“Supplier”) to maintain the highest standards of professional conduct and integrity in their business dealings. Not only in regard to their dealings with Schindler but also the Supplier’s relations with other customers, vendors, employees, competitors and communities.

Schindler Australia expects the following minimum standards of ethical and responsible behaviour to be met by our suppliers and by their respective suppliers, subcontractors, agents, related entities and consultants.

Schindler Australia Suppliers shall therefore:

1. Comply with all applicable laws and regulations.
 - 1.1 Supplier must comply with all applicable laws in the conduct of their business operations in the countries in which they operate, and in the supply of products, technology or services to Schindler Australia, including but not limited to workplace health and safety laws and environmental laws; and Supplier must provide Schindler Australia on request such information as may be reasonably requested to verify the Supplier’s compliance, or approach to compliance, with all the requirements set out in this Code of Conduct.
 - 1.2 Schindler Australia also expects its suppliers to inform any suppliers or sub-contractors who are upstream to them, and who are involved in any way with the supply of products to Schindler Australia, of the requirements set out in this Code of Conduct and require them to comply with these requirements. Please feel free to share this document with them.
2. Respect Schindler’s zero tolerance policy towards bribery and corruption.
 - 2.1 Supplier must operate ethically and comply with all applicable laws prohibiting corruption or bribery in the countries in which it operates; and not offer or give anything of value, either directly, or indirectly through an agent, a sub-contractor or another intermediary, to any person (including a government official or employees or representatives of state-owned entities):
 - 2.1.1 with an intention to influence them to perform their work duties improperly; or
 - 2.1.2 if it could reasonably be seen as an attempt to influence or reward official action or to influence them to perform their work duties improperly.
 - 2.2 Suppliers must only provide items of value to a government official or other person in connection with the business operations if:

- (a) a legitimate business purpose exists;
 - (b) their value and nature is appropriate to the circumstances; and
 - (c) all applicable local and other laws which might restrict permissible gifts and hospitality have been checked and complied with.
3. Adhere to high ethical standards by respecting rights and dignity of all persons with whom they are dealing.
- 3.1 Specifically, Suppliers shall respect the provisions of the UN Universal Declaration of Human Rights and the Conventions of the International Labour Organisation in regards to:
- Elimination of Child Labour.
 - Freedom of Employment & Association.
 - Respect for the individual and Elimination of Discrimination.
 - Safe and Healthy Working Conditions.
 - Payment of living wages & regular employment entitlements.
 - Non-excessive working hours.

3.2 Prevention of Modern Slavery.

3.2.1 In this Section 3.2.1:

Grievance Mechanism: means a process for handling a complaint or grievance about Modern Slavery practices that is consistent with the criteria set out in the Guiding Principles on Business and Human Rights.

Guiding Principles on Business and Human Rights: means the United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework available at: https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf.

Modern Slavery: has the same meaning as it has in the Australia Modern Slavery Act 2018 (Cth).

Personnel: means any person who is an officer, employee, contractor (including subcontractor) or agent of the Supplier involved in providing the Goods and/or Services.

- 3.2.2 The Supplier must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the goods and/or services.

- 3.2.3 The Supplier will ensure Personnel responsible for managing the operations and supply chains used in the performance of the Contract have undertaken suitable training to be able to identify and report instances of Modern Slavery.
- 3.2.4 If at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains used in its performance of the supply relationship, the Supplier must as soon as reasonably practicable:
- (i) promptly notify Schindler Australia of the Modern Slavery practices and provide any relevant information requested by Schindler Australia;
 - (ii) take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains;
 - (iii) take all reasonable steps to remediate any adverse impacts caused or contributed to Schindler Australia from these practices in accordance with the Guiding Principles on Business and Human Rights;
 - (iv) consult with Schindler Australia about its actions and steps under clauses 3.2.4 (ii) and (iii); and
 - (v) provide updates to Schindler Australia of its progress to address or remove these practices and remediate the adverse impacts on a regular basis and as otherwise requested by Schindler Australia.
- 3.2.5 Without limiting this Section 3.2, in performing the supply relationship the Supplier must (irrespective of whether any prohibition below is legal in the Supplier's country of operation):
- (i) not employ or use any form of child labour (defined as work that deprives children or adolescents of their childhood, their potential and their dignity), and that is harmful to physical and mental development;
 - (ii) not employ or use any form of forced labour including slave, bonded, and indentured labour or any form of human trafficking in the conduct of your business;
 - (iii) not require (and not allow any recruiting contractor to require) Personnel to pay fees, charges, expenses or financial obligations incurred in order for the Personnel to secure their employment or placement, including for any work clothing, tools or other item required by the terms of employment (Recruitment Fees), regardless of the manner, timing or location of the imposition or collection of these Recruitment Fees;
 - (iv) not require workers to surrender any government issued identification, passport, work permit or other personal document as a condition of employment; and
 - (v) ensure Personnel can access a Grievance Mechanism to safely report any known or suspected instances of Modern Slavery in the operations and

supply chains used by the Supplier in its performance of the supply relationship.

3.2.6 Supplier warrants that:

- (i) it has investigated its internal labour practices and confirmed there is no Modern Slavery used anywhere in its labour practices (which includes, without limitation, internal manufacturing and distribution operations and site maintenance, cleaning, security and food services operations); and it has implemented commercially reasonable processes, procedures, investigations and compliance systems to ensure that the warranties made in this clause 3.2.6 are true and to ensure they will continue to be true at all times.
- (ii) to the best of its knowledge and belief there are no instances of Modern Slavery occurring in the labour practices of any of Supplier's first or second tier suppliers or Supplier has notified Schindler Australia in writing of any instances found and of the steps taken by the Supplier in that regard;
- (iii) it has obtained or will obtain the same promises or warranties set out in clauses 3.2.2 – 3.2.5 and 3.2.6 (i) and (ii) from each of Supplier's first tier Suppliers of products ultimately supplied to Schindler Australia;
- (iv) it will notify Schindler Australia immediately upon becoming aware that any of the foregoing warranties is not true or has been breached.

3.2.7 A breach of or non-compliance with this Code of Conduct shall be deemed a material breach entitling Schindler Australia to immediately terminate any supply contract or arrangement without advance notice and without the need to provide Supplier with time to remedy the breach.

3.2.8 Supplier shall indemnify Schindler Australia against and hold it harmless from all claims, penalties, fines, charges, liabilities or costs (including attorneys' fees and related costs) resulting from or in connection with any:

- (i) breach of any of the warranties set out in this Code of Conduct, and
- (ii) failure of Supplier to notify Schindler Australia under clause 3.2.6 (iv) in accordance with its terms.

4. Supplier shall keep Schindler's business, financial and technical data as well as business correspondence confidential and secure at all times and use it only and exclusively as needed in connection with fulfilling its supply and other contract obligations with Schindler.

4.1.1 Supplier shall not misappropriate, copy, reverse engineer or otherwise attempt to use or sell Schindler Australia's tangible or intellectual property of any kind.

4.1.2 Supplier shall implement and maintain adequate processes to improve environmental efficiency (including consumption of water, energy, office

materials, business travel and transport mileage, raw materials and minimisation of all forms of waste whilst increasing recyclability of products wherever possible). Supplier is expected to adhere to ISO14001 standards.

5. Supplier shall actively help Schindler in achieving compliance with this Code of Conduct. You are not only required to abide by this Code of Conduct; you are expected to inform Schindler Australia (via the Whistleblower Hotline referenced below) if you become aware of any potential violation of this Code of Conduct by making a disclosure pursuant to Schindler Australia's Whistleblower Policy.

5.1 Schindler Australia's corporate group has implemented a Whistleblower Policy and process to encourage reporting of any known or suspected wrongdoing, which includes any conduct that is in breach of applicable laws, such as laws relating to modern slavery, or in breach of Schindler Australia's Human Rights Policy or other Schindler Australia policies, including this Code of Conduct. The Whistleblower Policy and Whistleblower Hotline can be found on the Schindler Australia website at the following link: <https://www.schindler.com/au/internet/en/about-us>

5.2 The Whistleblower Policy confirms the commitment of Schindler Australia to achieving this purpose by:

- providing accessible, secure and reliable channels for reporting of reasonably suspected wrongdoing, including by way of reporting to a confidential and central source and which, if preferred, can be done anonymously;
- providing robust protection from retaliation, victimisation or detrimental action for individuals in connection with reports of reasonably suspected wrongdoing, and ensuring that confidentiality is maintained as required by law;
- facilitating thorough, timely, fair and impartial investigation of reports of wrongdoing;
- addressing issues identified, including taking appropriate disciplinary action; and
- complying at all times with whistleblowing legislation in any country in which Schindler Australia operates.

Failure of suppliers to maintain their obligations to this Code of Conduct ultimately could lead to termination of any contracts on the basis of Supplier Default.

Any questions related to the above should be directed to:

Cheryl Chamberlain
National Supply Chain Manager

Schindler Lifts Australia Pty Ltd
Building D, Sir Joseph Banks Corporate Park
36-38 Lord St, Botany NSW 2019, Australia

5. Record Keeping and Audits.

Supplier shall make and keep up-to-date records of all compliance activities, including due diligence investigations, inquiries, proceedings and findings, made pursuant to this Code of Conduct, and Supplier agrees that Schindler Australia, at its discretion, shall have full access to and be entitled to take copies of such records and may conduct audits, inspections and investigations of Supplier to determine compliance with the requirements defined in this Code of Conduct and/or local regulatory requirements. Schindler Australia will provide Supplier notification of such activity at least seven calendar days in advance of the planned dates. At Schindler Australia's request, Supplier shall allow an independent auditor nominated by Schindler Australia, to ascertain and report to Schindler Australia as to Supplier's compliance with this Code of Conduct.

Executed as an agreement.

Executed by Schindler Lifts Australia Pty Ltd by its authorised representative)


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) PAOLO BELTRAME

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Name of authorised representative

Executed by Supplier [INSERT COMPANY NAME])

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accordance with section 127 of the Corporations Act)

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Company Secretary/Director

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Director

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Name of Company Secretary/Director (print)

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Name of Director (print)