

Supplier Code of Conduct



1 – Preamble

Vitra International AG and its affiliated companies listed at www.vitra.com/supplychain (hereinafter referred to as 'we' or 'us') are committed to responsible corporate conduct. Their business activities are subject to a set of ethical, social and ecological principles that express the company's responsibility towards society, business partners and employees. We expect our partners to share these principles, which are set out in this Code of Conduct.

This Code of Conduct applies to all suppliers, service providers and other subcontractors (hereinafter 'Contractor') working with us. The Contractor undertakes to ensure that itself and its employees as well as companies affiliated with the Contractor, subcontractors engaged by the Contractor and their respective employees are aware of this Code of Conduct and are bound by it. Upon our request, the Contractor shall obtain a written confirmation to this effect from its affiliated companies as well as its subcontractors.

The objective of the Code of Conduct is to achieve compliance with high social and environmental standards. It is therefore based, among others, on the conventions of the International Labor Organization (ILO), the UN Universal Declaration of Human Rights, the UN Convention on the Rights of the Child and the Convention on the Elimination of all Forms of Discrimination Against Women, the UN Global Compact and the OECD Guidelines for Multinational Enterprises.

Information on violations of this Code of Conduct may further be reported – also in anonymous form – through Vitra's digital whistleblowing system, accessible via <https://whistleblowersoftware.com/secure/vitra> or the depicted QR code. Clause 13 shall apply in addition.



2 – Legislation

All applicable national and international laws and regulations as amended from time to time, minimum industrial standards, ILO and UN conventions and all other relevant regulations shall be complied with. In each case, the regulations with the strictest requirements shall take precedence.

3 – Working hours

The maximum permissible weekly working hours according to the respective national regulations shall be complied with. Furthermore, national rest time must be observed and vacation entitlements must be granted.

4 – Remuneration

Compensation for regular working hours, overtime and overtime-compensation must at least correspond to the statutory minimum wages or industry standards. There shall be no unjustified deductions from wages.

The Contractor shall ensure that its employees are informed clearly, in detail and regularly about the structure of their wages. Likewise, the Contractor shall ensure and confirm that wages are paid in accordance with all applicable laws (e.g. minimum wage legislation) and that remuneration is paid in a manner suitable for the employees.

The Contractor further confirms and expressly warrants that neither itself nor any subcontractors and sub-subcontractors used for the provision of services to us, or their temporary workers employed in connection with the provision of services to us, are excluded from the awarding of public procurement contracts (e.g. pursuant to § 21 German Posted Workers Act and/or § 19 German Minimum Wage Act).

5 – Forced labor & disciplinary measures; child labor

Any form of forced labor, exploitation and modern slavery, as well as any threat and/or use of physical punishment and any form of psychological, physical, sexual or verbal harassment are prohibited.

Child labor is prohibited under the provisions of the ILO and UN conventions and/or national legislation. The stricter requirements shall apply.

We will not accept as a Contractor any company that does not strictly comply with the foregoing standards, particularly with respect to child labor, the prevention of forced labor, or other forms of worker abuse.

6 – Freedom of association and right to collective bargaining

The right of all employees to form and join trade unions and to bargain collectively shall be respected.

It must be ensured that employee representatives have access to their members' workplaces.

7 – Discrimination and rights of minorities

Any form of discrimination, in particular related to hiring, remuneration, access to training, promotion, termination of employment or retirement based on gender, age, religion, social background, disability, ethnic or national origin (including in particular indigenous peoples), nationality, membership in employee organizations including trade unions, political views, sexual orientation or other personal characteristics is prohibited.

8 – Occupational health and safety

Clear rules and procedures shall be established and followed to ensure health and safety in the workplace, particularly with regard to the provision and use of personal protective equipment, clean toilets and access to drinking water. No employee shall be exposed to hazardous, unsafe or unhealthy situations.

9 – Environment and safety issues

Procedures and standards for waste management, handling and disposal of chemicals and other hazardous substances, as well as for emissions and wastewater treatment, must meet or exceed minimum legal requirements.

The Contractor shall strive for continuous improvement of its environmental protection measures and its environmental performance and thereby keep the impact on nature and the environment as low as possible. The Contractor undertakes, within the scope of its possibilities, to support us in our environmental mission – set out at www.vitra.com/sustainability – and our goals for reducing our ecological footprint.

In particular, Contractors are encouraged to analyze the entire life cycle of their processes, technologies, products and packaging under appropriate environmental and social aspects in order to optimize the environmental performance of their products throughout the product life cycle. As far as possible, products and packaging shall be designed according to the principles of the circular economy such as eco-design and eco-efficiency (including aspects of recyclability, waste reduction and reusability).

Contractors agree to provide us with the relevant data to prepare a life cycle analysis of the service or product offered to us upon request.

10 – Ethical business conduct

The Contractor shall apply fair trade practices and comply with all locally and internationally applicable laws and regulations. In particular, the Contractor shall refrain from bid and price rigging, price discrimination or other anti-competitive practices. Bribery, kickbacks or fraud, as well as any other form of corruption or undue influence, shall also be prohibited and the Contractor shall take appropriate measures to prevent the offering or acceptance of unfair advantages. Should the Contractor become aware of any unfair or anti-competitive practices, it shall proactively and immediately inform us.

The Contractor shall respect not only our intellectual property rights and copyrights but also those of all its other business partners. Contractor shall keep business secrets as well as confidential information secret from any third parties.

11 – Supply chain due diligence

The Contractor undertakes to manage and organize its own business as well as its business operations in such a way that the Contractor does not violate either the prohibitions relating to human rights or the prohibitions relating to environmental law pursuant to Section 2 (2) and (3) of the German Act on Corporate Due Diligence Obligations in Supply Chains (Supply Chain Due Diligence Act - SCDDA) (hereinafter: 'Due Diligence Obligations'). In addition, the Contractor shall impose these Due Diligence Obligations on all upstream suppliers, service providers or other business partners with whom the Contractor has concluded or will conclude contracts in order to be able to fulfill its obligations under contracts concluded with us (hereinafter: 'Sub-supplier(s)'). The Contractor shall ensure vis-à-vis its Sub-suppliers that the Contractor is entitled to audit each Sub-supplier at least once a year as well as on an ad hoc basis (i.e. if the Contractor has a reasonable suspicion that a Sub-supplier fails to comply with the Due Diligence Obligations) with a view to its compliance with the Due Diligence Obligations. If the Contractor becomes aware or has a reasonable suspicion that a Sub-supplier or a supplier of the respective Sub-supplier is in breach of the Due Diligence Obligations, the Contractor shall immediately inform us thereof in writing. In such a case, the measures to be taken by the Contractor vis-à-vis the Sub-supplier shall be coordinated with us and shall only be carried out with our prior written consent.

The Contractor further undertakes to document in writing all measures taken by the Contractor to fulfill the obligations set forth in the preceding paragraph and to retain such documentation for the duration of the business relationship with us. Upon request, the Contractor shall provide us with all documentation in this context.

12 – Privacy

The Contractor is obliged to protect the confidentiality of personal data (i.e., all information relating to an identifiable individual), including personal data relating to us and our affiliates. The Contractor shall therefore take appropriate technical and organizational measures to ensure the confidentiality of personal data and strictly comply with all applicable data protection regulations (e.g., the EU General Data Protection Regulation).

13 – Implementation; special termination right; audit right

The Contractor is aware that we consider compliance with this Code of Conduct to be an essential prerequisite for the business relationship between us and the Contractor. If the Contractor violates the requirements of this Code of Conduct, or if there is a risk of a violation, the Contractor shall in good faith reach an agreement with us on appropriate measures to end such violations and prevent them in the future. Notwithstanding the foregoing, any breach of this Code of Conduct shall constitute a material breach of Contractor's obligations to us, entitling us, among others and in our sole discretion, to suspend any contract with Contractor or terminate such contract(s) with immediate effect for cause.

We are entitled to audit the Contractor at least once a year and on an ad hoc basis (i.e. if we have a reasonable suspicion that the Contractor is in breach of this Code of Conduct) with a view to compliance with the Code of Conduct. In the context of such an audit, we shall in particular be entitled to enter all business premises and production sites of the Contractor and to examine the documentation within the meaning of Clause 11.

