

# THE ACT ON CORPORATE DUE DILIGENCE OBLIGATIONS IN SUPPLY CHAINS

## Preamble

Schulte Duschkabinenbau GmbH & Co. KG, as a company, has the main priority to assume responsibility and to contribute to environmental and social compatibility within the scope of our activities. This is the reason for us to write the present Code of Conduct.

To ensure compliance with the above standards, we engage all business partners, suppliers, subcontractors, employees and other stakeholders to follow the guiding principles of this Code.

## 1. Scope of Application

This Code of Conduct is to be directed to all companies or economic actors Schulte Duschkabinenbau GmbH & Co. KG stays into a business relationship. This Code of Conduct is an integral part of the business relationship you enter with Schulte Duschkabinenbau GmbH & Co. KG.

## 2. Environment and sustainability

The limited availability of raw materials is a fact, in which relation we commit you as a business partner to ensure that your procurement and manufacturing processes do not conflict with the requirements of sustainable development. We also commit you to achieve all environmental laws and regulations to your daily business.

## 3. Human rights/slavery

The abidance of human rights is a main priority for Schulte Duschkabinenbau GmbH & Co. KG. In the selection process of our business partners, we keep the attention to their compliance with the applicable and recognized human rights regulations. In case of that, we commit you to achieve with applicable human rights standards, in particular the European Convention on Human Rights, the principles of the UN Global Compact, the United Nations Guiding Principles on Business and Human Rights and the OECD Guidelines.

## 4. Employee protection/working conditions

The protection of employees is an asset that cannot be outweighed for our company. For this reason, all applicable

regulations on the protection of workers' health as well as laws and regulations on fair working conditions have to be committed for you as a business partner. This includes:

### 4.1 Child Labour

Our company strictly disapprove of any form of child labour and covenant you as a business partner not to committed to child labour or to cooperate with other business partners that perform or support any kind of this labour themselves.

### 4.2 Forced Labour

In addition, Schulte Duschkabinenbau GmbH & Co. KG forbid any form of forced labour and obligate you to do the same. We understand forced labour as any work which is performed by a person under threat of punishment and for which the person has not volunteered.

### 4.3 Safety at work

The Protection of the employees' health and the ensures that all laws safety and hygienic regulation are obligated for our and the compliance to ensure a safe working environment for every employee. We accordingly covenant you as business partners to implement a safe working surrounding in your own company and not to cooperate business relationships with companies that do not guarantee this.

### 4.4 Fair Wages/Working Hours

Remunerated fair wages and fair working hours to our employees is a relevant priority for Schulte Duschkabinenbau GmbH & Co. KG. On this account we covenant you as our business partner to conform with the respective applicable labour laws and minimum wage regulations and to guarantee that your own business partners also ensure this.

### 4.5 Discrimination

Our company attaches great importance to the diversity of our employees as an indispensable added value for us as a company. Thus, we ensure that no person is discriminated in any way. On this account, you covenant to guarantee that no person is discriminated against in any way based of birth, religion, ethnic origin, caste, race, nationality, disability, political affiliation, membership of a particular group, sexual orientation, or gender.

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## 4.6 Undeclared Work

As a business partner, you further obligate to engage only employees who can exhibit a valid employment contract that satisfy with the applicable legal provisions.

## 5. Fair Competition

### 5.1 Competition/Antitrust Law

Fair competition and a stable economy are immensely important to us as a commercial enterprise and we actively promote them. This results in the obligation for you as a business partner to observe applicable competition law, in particular antitrust law, and not to violate it in any way, and to implement mechanisms to ensure compliance throughout the company. This includes illegal restrictions of competition such as the formation of cartels, price fixing and money laundering, although it should be mentioned that this list is expressly not exhaustive.

### 5.2 Corruption/Bribery

Schulte Duschkabinenbau GmbH & Co. KG strictly disapprove any form of bribery or taking advantages. As our business partner, you undertake in connection with public officials, authorities, clients or similar persons not to grant or accept any advantages that could result in an unjustified competitive advantage. This explicitly includes gifts of money, invitations to events or restaurants/meals and gifts in kind. If business courtesies are exchanged to a legally permissible extent, these must always be recorded and communicated transparently to prevent misunderstandings.

### 5.3 Industrial property rights

You also undertake to covenant with all applicable laws and regulations for the protection of industrial property rights of Schulte Duschkabinenbau GmbH & Co. KG and the property rights of third parties. This includes especially copyrights, trademark rights, patent rights and design rights. You guarantee as a business partner to completely respect these industrial property rights and only use protected intellectual property with a proper and valid license agreement between you and the rights holder.

## 5.4 Protection of secrets

In addition, we also oblige you to comply any business or company secrets or other sensitive business data that you know of in any way are passed on to third parties under any circumstances, whether for payment or free of charge. This obligation is always guaranteed by you and pursued by your business partners to the same extent. The only exceptions to this are information that was already known by the other party at the time of the notification, which are already publicly known or become known at the time of the notification through no fault of the other party, or which have been accessible to the other party by a third party, unless the disclosure by the third party violates a confidentiality obligation to the knowledge of the parties.

## 6. Data protection

As a business partner, you further obligate to engage with all applicable regulations and laws on the protection of personal data of all parties. Especially, you must guarantee that personal data is used exclusively for the purposes stated when the data was collected and that it is never unlawfully disclosed to third parties.

## 7. Compliance and Law

As a business partner, you also agree that in the course of your business activities you will comply with all other laws, regulations and guidelines that go beyond the obligations laid down in this code of conduct and are not explicitly listed.

## 8. Compliance with the Code and Sanctions

### 8.1 Business Partners

We require you to covenant with all agreements set forth in this Code of Conduct, as well as all other applicable laws, rules and regulations. Furthermore, you guarantee that this Code is available to all of your employees in an understanding language. Furthermore, as a business partner, we require you to bind your own business partners or subcontractors with this or a similar Code of Conduct.

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## 8.2 Obligation to Compliance

Involvement with your responsibility to guarantee compliance with this Code and all other guidelines and laws throughout the company, we covenant you to install adequate and eligible monitoring mechanisms and communication channels, namely a compliance management system. For us this is the only way to permanently ensure compliance with law and order in a company.

## 8.3 Granting of access

As a business partner, you also appear in our company to grant access and information on your prevention mechanisms in the event of legal violations (compliance management system) upon request. We are entitled to exercise these rights of inspection and information through third parties, provided they have been sworn to secrecy.

## 8.4 Sanctions

In case of non-compliance with this Code of Conduct, Schulte Duschkabinenbau GmbH & Co.KG reserves the right to impose sanctions on the respective business partner. For non-serious violations, we will provide you with an opportunity to take appropriate remedial action and respond to the violation within a reasonable time. Repeated violations, unjustified reactions to a violation or a serious violation of this Code can lead to the immediate termination of the business relationship. Depending on the type and severity of the violation, claims for damages or other rights may also be asserted.

## 9. Information

For more information to this Code of Conduct or our company's compliance you can follow the weblink [www.schulte.de](http://www.schulte.de)

On this website you can find this Code of Conduct also freely available in German and English.

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