

Entrepreneurial responsibility

1. The Supplier declares its commitment within the scope of its corporate responsibility to ensuring that it complies with legal provisions, including environmental protection laws, regulations relating to labor law and legislation on the maintenance of employees' health, and does not tolerate child or forced labor in or in relation to the production and sale of its goods or the provision of its services. Upon accepting the order, the Supplier further confirms that it shall not commit or tolerate any form of bribery and corruption. In this context the Customer draws the Supplier's attention to the "VOITH Code of Conduct" that can be consulted at <http://www.Voith.com>. The Customer expects the Supplier to agree to comply with the rules and principles contained therein and provide assistance to ensure that these are observed.
2. More especially the Supplier undertakes to comply with the laws that apply in each case in respect of the general minimum wage and to impose this obligation to the same extent of its sub suppliers. Furthermore, the Supplier is obligated to comply with the export law provisions applicable in Germany and the EU. The Supplier shall furnish proof that the above assurance has been complied with, if requested to do so by the Customer. If the above assurance is not adhered to, the Supplier shall indemnify the Customer against claims by third parties and undertakes to reimburse fines imposed on the Customer in connection with this.
3. Supplier undertakes in particular to comply with the following human rights and environmental requirements:
 - Prohibition of child labor concerning compliance with the minimum age for admission to employment in accordance with ILO Convention No. 138 and concerning the prohibition of and immediate action for the elimination of the worst forms of child labor in accordance with Art. 3 ILO Convention No. 182;
 - Prohibition of the employment of persons in forced labor in accordance with ILO Convention No. 29;
 - Prohibition of all forms of slavery, slave-like practices, servitude or oppression in the workplace environment;
 - Compliance with applicable occupational health and safety obligations in accordance with law at the place of employment; - Prohibition of disregard for freedom of association;
 - Prohibition of unequal treatment in employment on the basis of national, ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion, belief, unless justified by the requirements of employment;
 - Prohibition of withholding a fair wage; - Prohibition of environmental pollution concerning soil, water, air, harmful noise emission or excessive water consumption;
 - Prohibition of unlawful eviction, as well as unlawful deprivation of land, forests and waters in the acquisition, construction or other use of land, forests and waters, the use of which secures the livelihood of a person;
 - Prohibition of the hiring or use of private or public security forces for the protection of the entrepreneurial project, which in doing so use torture and cruel, inhuman or degrading treatment, injuring life or limb, or disregarding the freedom of association and union;
 - Prohibition of an act or omission in breach of duty going beyond the above-mentioned infringing acts, which is directly capable of impairing a protected legal position in a particularly serious manner and the illegality of which is obvious;
 - Prohibition of the production and use of mercury and mercury compounds as well as the treatment of mercury waste in accordance with the provisions of the Minamata Convention (Art. 4 para. 1 and Annex A Part I, Art. 5 para. 2 and Annex B Part I, Art. 11 para. 3);
 - Prohibition of the production and use of chemicals and the nonenvironmentally sound handling, collection, storage and disposal of waste in accordance with the provisions of the applicable legal system under the Stockholm Convention on Persistent Organic Pollutants (23.05.2001, 06.05.2005) and EU Regulation on Persistent Organic Pollutants 2021/277 (Art. 3 para 1a and Annex A, Art. 6 para 1d (i), (ii));
 - The following prohibitions under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (22.03.1989 and 06.05.2014): Prohibition of export of hazardous and other wastes under Art. 1 (1), 2 of the under Art. 4 (1b), (1c), (5), (8) p.1, Art. 4A, and Art. 36 of Regulation (EC) No. 1013/2006; Prohibition of import of hazardous and other wastes from a non-Party to the Basel Convention (Art. 4 (5)).

In the event, that the human rights and environment-related requirements for the Customer change, Supplier shall agree to an adjustment of this Section 18.3 that implements the change in the human rights and environment related requirements. The Customer shall notify Supplier of the changes to the human rights and environment-related requirements in writing or text form without delay. Supplier shall address the human rights and environmental requirements mentioned in this Section 18.3 in an appropriate manner vis-à-vis its own sub-suppliers and further-more along its own entire supply chain and, in particular, ensure their compliance by its own sub-suppliers or, in the event of existing violations of human rights or environmental obligations, their termination by means of suitable contractual provisions. This shall also include, to the extent legally possible and reasonable, serious efforts to enter into an agreement that ensures the passing on of this obligation by Supplier's direct suppliers to Supplier's own suppliers.

Supplier further undertakes to carefully select its suppliers, in particular with regard to the human rights and environmental requirements pursuant to this Section 18.3 and shall adequately investigate any indications of violations of the human rights and environmental requirements and take them into account in the selection of suppliers.

4. The Customer has the right to verify compliance with the human rights and environmental requirements mentioned in Section 18.3 by carrying out on-site inspections at Supplier's site and or its production site (audit right). The Customer may exercise the audit right through its own employees, through a third party commissioned by the Customer (e.g. a lawyer or auditor) or by using recognized certification or audit systems. The Customer will notice Supplier of such audit with reasonable written advance notice, unless there is imminent danger or the notice would endanger, significantly reduce or eliminate the effectiveness of the audit. The audit right shall in principle be exercised during normal business hours at the business or production premises of Supplier. Supplier undertakes to make documents, records, names of sub-suppliers within the supply chain and as far as known ("Supply Chain Documentation") requested by the Customer available for inspection by Voith for an appropriate period of time, but at least for [ten] working days, ("Audit Period"). At the Customer's request, Supplier shall also make the Supply Chain Documentation available at its own expense in a suitable online data room that complies with current IT security standards for the Audit Period and grant Customer access from its own business premises. In addition, Supplier will grant Customer access to its employees and officers, e.g. to enable interviews to be conducted in order to exercise the right to audit. Data protection requirements must be complied with when Customer exercises the audit right, and the protection of business secrets of Supplier must be taken into account insofar as this does not conflict with the fulfillment of legal obligations by Customer.

5. At Customer's request, Supplier shall support and enable training and further education by Customer for compliance with the human rights and environmental requirements as specified in Section 18.3, shall name its own relevant employees and ensure their participation in the training and further education to the extent legally possible. The details of the organization and implementation of training and further education in accordance with this Section 18.5 shall be agreed upon by Customer and Supplier on a case-to-case basis. In doing so, the interests of Supplier with regard to the type and duration of the training courses, their frequency and the group of participants shall be taken into account appropriately so that an excessive burden on Supplier is avoided. The training courses can take the form of e-learning, online format or face-to-face events.