Code of Conduct



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Preamble

The company star foil-systems ag attaches great importance to social and ecological sustainability. It is aware of its responsibilities throughout the entire supply chain, in particular the responsibility for respecting human rights, social and environmental standards.

This Code of Conduct is valid for all employers of star foil-systems ag and its business partners. For the sake of simplicity, only the business partner is addressed below. The Code of Conduct describes the basic principles for cooperation with business partners and the human rights-related and environmental expectations that star foil-systems ag sets for its business partners.

The principles contained represent minimum standards for our business relationships. The Code of Conduct is based on the international guidelines and principles listed below:

- Universal Declaration of Human Rights (UDHR)
- UN Guiding Principles on Business and Human Rights
- UN Convention on the Rights of the Child (CRC)
- UN Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW)
- OECD Guidelines for Multinational Enterprises
- Core Labor Standards of the International Labour Organization (ILO)
- Paris Agreement on Climate Change
- Minamata Convention on Mercury
- Stockholm Convention on Persistent Organic Pollutants (POPs)
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal
- UN Global Compact's Ten Principles

The national and other relevant laws and regulations that apply in the countries in which business operations are carried out as well as the principles contained in this Code of Conduct must be observed observed. Of all the applicable regulations, the one most suitable for achieving the protective purpose is always decisive.

The standards derived from the principles are discussed below. Their implementation and support are ensured by an appropriate in-house procedure.

1. Prohibition of corruption and bribery

Bribery and all forms of corruption are prohibited. The business partner also adheres to all professional standards relevant to their industry.

2. Work

2.1 Prohibition of discrimination

The business partner must ensure equality and equal opportunities for its employees and refrain from any form of discrimination. The entire employment relationship must be considered: Hiring, training, further education, compensation, promotion, termination, retirement and disciplinary measures. No one may be discriminated against due to their age, disability, ethnic origin, marital status, gender, skin colour, membership in employee organizations, nationality, political opinion, religion or belief, sexual orientation, pregnancy, social background, other personal characteristics or other objectively unjustified circumstances. The business partner also prohibits any form of discrimination and actively takes action against it.

2.2 Fair Treatment

The business partner ensures that no one at the workplace is subjected to gross or inhumane treatment. This includes sexual harassment, physical punishment, mental and physical coercion, insults, and verbal abuse towards employees. Employees must not be threatened with such behavior.

2.3 Forced Labor and Modern Slavery

The business partner does not employ forced labor. Forced labor encompasses any work or service demanded from an individual under threat of punishment, where they have not voluntarily offered themselves. The business partner adheres to the prohibition of modern slavery and all other slave-like practices. This includes serfdom or other forms of coercion or oppression within the workplace environment, such as extreme economic or sexual exploitation or degradation.

2.4 Child Labor and Protection of Minors

All forms of child labor are prohibited. National regulations and international standards for the protection of minors must be followed. The minimum employment age should not be below the age at which compulsory schooling ends. Under no circumstances should employees be younger than 15 years old (or 14 years old if permitted by national law in accordance with ILO Convention 138). Additionally, young workers up to 18 years old should not engage in night work.

2.5 Wages and Working Hours

The business partner complies with all relevant laws, regulations, and industry standards regarding wages and working hours. Wages and other benefits must meet at least the legal requirements and local economic standards. They should be clearly defined and regularly and fully paid or provided. The objective should be to cover the cost of living where legal minimum wages are insufficient. Deductions for non-cash benefits are permissible only to a limited extent and in proportion to the value of the benefit. The business partner provides statutory social benefits and entitlements to employees under national law (e.g., insurance benefits, overtime pay, and paid leave).

Additionally, the composition of compensation must be communicated to employees regularly and in an understandable manner. The obligations arising from the employment relationship should be documented in writing and provided to the employee in the form of an employment contract. The business partner generally does not withhold any amounts for work-related tools.

Employees work no longer than legally permissible working hours and observe the legally required rest breaks. Statutory rest days are observed. Furthermore, employees should not be required to work more than 48 hours per week on a regular basis, including overtime, and not more than 60 hours per week. Overtime must be compensated separately in accordance with national law or offset with leisure time. Each employee has the right to at least one day off after six consecutive working days.

2.6 Freedom of Association and Collective Bargaining

The business partner ensures the right to freedom of association and collective bargaining. Employees have the right to assemble in accordance with relevant laws and to establish or join trade unions and employee representatives. Furthermore, employees have the right to engage in collective bargaining and legally provided strike rights to address workplace and wage-related issues. The exercise of these rights must not be met with reprisals.

2.7 Safety and Health

The business partner ensures a safe working environment, compliance with relevant safety standards, the presence of adequate protective measures, and measures to prevent excessive mental and physical fatigue. Workplaces and facilities must comply with applicable laws and regulations. Any violation of fundamental human rights in the workplace and company facilities is prohibited. Additionally, fire safety and emergency response requirements must be adhered to.

In particular, employees under 18 years old should not be exposed to dangerous, unsafe, or unhealthy conditions that jeopardize their health and development. Employees should possess qualifications appropriate for their tasks and receive regular training on health and safety in the workplace. Adequate cleanliness should be maintained at the workplaces. If the business partner provides accommodation to employees, the same requirements apply to that accommodation.

A designated representative for employee health and safety should be appointed to oversee the implementation and adherence to workplace health and safety standards.

2.8 Disciplinary Measures

Disciplinary measures must be conducted in accordance with national law and internationally recognized human rights. Any inappropriate disciplinary action, such as withholding salary, social benefits, or documents (e.g., identification cards), and prohibiting employees from leaving the workplace, should be avoided.

The business partner ensures appropriate control and training measures when using private security personnel, particularly to prevent torture, cruel, inhuman, or degrading treatment, bodily harm, and interference with freedom of association and collective bargaining.

3. Environment

3.1. Environmental Protection Laws

The business partner complies with relevant environmental protection laws and regulations and observes the prohibitions outlined in the above-mentioned environmental agreements concerning mercury, persistent organic pollutants, and hazardous waste.

The business partner's operations meet the requirements of waste management, air quality, and water protection. All regulations related to hazardous substances are adhered to, including storage, handling, and disposal. Employees receive training on handling dangerous materials and substances.

3.2 Resources and Environmental Impacts

The business partner causes no harmful soil alterations, water pollution, air pollution, detrimental noise emissions, or excessive water consumption that could significantly impair the natural foundations for sustaining and producing food. Access to clean drinking water is not denied, access to sanitary facilities is not hindered, and the health of one or more individuals is not harmed.

Additional environmental burdens should be avoided or at least reduced to the extent reasonably possible. Environmental and climate protection, as well as the promotion of biodiversity, constitute an ongoing task that can only be achieved through continuous improvement in protection levels by consistently reducing resource consumption and minimizing waste. The business partner undertakes appropriate efforts within the scope of its business activities to achieve these goals.

4. Compliance

4.1 Implementation Along the Supply Chain

The business partner commits to adequately address the provisions of this Code of Conduct along the supply chain and enforce them with its own contractual partners through suitable contractual arrangements.

4.2 Reporting System

The business partner establishes an appropriate internal reporting system for violations of the standards set out in this Code of Conduct, in line with its management system. Employees who make reports must not face disciplinary action or disadvantages as a result.

4.3 Remedies

In the event of an existing or imminent violation of the Code of Conduct within its own business area or in the supply chain, the business partner commits to the following:

- 1. Taking immediate action to promptly end, prevent, or at least minimize the extent of the violation.
- 2. Collaborating with star foil-systems ag to develop and implement a plan for ending, preventing, or minimizing the violation upon request.

4.4 Audits

Star foil-systems ag is authorized to conduct risk-based and reasonable audits to verify compliance with this Code of Conduct. To facilitate this, the business partner will provide all necessary information and details upon request. On-site inspections of the business partner's operations are conducted with reasonable advance notice. If necessary, star foil-systems ag may engage a third party bound by confidentiality to perform the audit. Data protection regulations and the business partner's trade secrets are to be respected. Audit rights under other provisions remain unaffected.

4.5 Termination

A violation of the obligations set forth in this Code of Conduct entitles star foil-systems ag, in particular, to set a reasonable deadline for rectifying the violation. If the deadline expires without successful resolution, star foil-systems ag may withdraw from the contract or terminate it. Setting a deadline is unnecessary if the violation is severe. In the event of withdrawal or termination, star foil-systems ag is not obligated to compensate the business partner for damages resulting from the withdrawal or termination.

5. CoC Access & Compliance

The Code of Conduct of star foil-systems ag is an integral part of the General Terms and Conditions and must be adhered to by business partners and employees. The current version can be found at www.alustar.ch.