

## Code of Conduct for Suppliers of MTC NISSAL



MTC NISSAL consider it essential that our contractual partners and suppliers adhere strictly to the following principles.

## **Compliance with the law**

Laws and other provisions of the respective applicable legal systems must be strictly adhered to. In particular:

- the United Nations Global Compact,
- the UN Universal Declaration of Human Rights,
- the UN Principles of Business and Human Rights,
- the OECD Guidelines for Multinational Enterprises
- comply with the 1989 International Labour Organization Declaration on Fundamental Principles and Rights at Work

## **Prohibition of child labour**

The supplier does not employ children who are younger than the legal minimum age of employment in the respective country or legal system. However, the supplier only employs children from 15 years of age, regardless of local regulations.

Employees under the age of 18 need special protection and may only be employed in accordance with the relevant legal requirements in the country of employment. This means that no work is performed that is classified as hazardous according to ILO Convention 182.

## **Prohibition of forced labour**

The supplier shall not use forced labour, bondage, compulsory labour or other modern forms of slavery. All work performed by workers must always be voluntary. Trafficking in human beings must not be used or contributed to.

Employees may not be taken away from their identity cards or other working papers in order to keep them in employment.

Furthermore, no psychological or physical coercion may be exercised.



## **Anti-discrimination**

Suppliers shall not discriminate against their employees on grounds of skin color, race, nationality, ethnic or political affiliation, social origin, disability, sexual orientation and identity, religious belief, sex or age in the recruitment, promotion, remuneration, performance, or other working conditions.

Any such occurrences may not be tolerated or encouraged by the supplier. Particular attention should be paid to mental hardship, sexual harassment or discrimination, coercion, threats, abuse or exploitation of a situation of constraint.

## **Freedom of assembly and association**

The supplier allows its employees to freely decide to join or refrain from joining a trade union or workers' representative body of their choice without threat, intimidation, or other interference. In this regard, the supplier must respect legal provisions and conduct collective bargaining in accordance with local conditions or participate. It will not favour or discriminate against employees in workers' organizations or trade unions.

## **Remuneration and working hours**

The supplier complies with the working time regulations of the respective country. It shall pay reasonable remuneration and comply with all applicable remuneration provisions. In particular, it shall pay employees on time and inform them in a clear and unambiguous manner of the basis on which they are paid. In addition, the minimum wage provisions in force in the countries concerned must be strictly observed.

## **Health and safety at work**

The supplier is obliged to comply with the applicable health and safety regulations and to ensure a safe and health-promoting working environment. The aim is to maintain the safety and health of workers, to prevent accidents that could lead to injury or loss and to protect third parties.

In addition, training will be offered to ensure that its employees are trained and informed on these issues.

The supplier is obliged to establish an appropriate occupational health and safety management system, to constantly review it and to apply it in an appropriate manner.

## Protection of the environment

The supplier is obliged to comply with all applicable environmental laws, regulations, and environmental standards and to install a system that detects and avoids potential hazards.

Pollution must be kept to a minimum. Adequate environmental protection must be continuously improved.

In order to be able to perform these tasks efficiently, the supplier undertakes an appropriate

Environmental Protection – Management – System to build and maintain, promote climate-friendly products and incorporate this into the manufacturing processes.

This should help and enable the environment and climate protection goals to be achieved.

## Integrity in Economic Action

- Anti-corruption and bribery

The supplier complies with all applicable national and international anti-corruption laws and other regulations. In particular, it does not tolerate any form of corruption or bribery, either directly or indirectly, towards business partners and administrative officials. It does not grant, offer or promise benefits in order to influence actions or to obtain an unfair advantage. This shall include waiving or accepting or granting acceleration payments or other benefits granted to officials for decisions that do not allow for discretionary discretion.

- Free competition

The supplier complies with applicable competition and antitrust laws. It also acts in accordance with international competition laws and national competition laws and does not participate in price agreements, market or customer sharing, market agreements or offer agreements.

- Foreign trade law requirements

The supplier shall comply with all export control and customs regulations applicable to him. This also includes export controls and sanctions, which are defined on the basis of contractual arrangements.

- Money laundering

The supplier undertakes to comply with all applicable laws and regulations to combat money laundering. Therefore, it will not directly or indirectly promote money laundering or terrorist financing.

- Conflicts of interest

The supplier avoids conflicts of interest which involve a personal or financial interest, business or personal actions or relationships, a previous or current employment relationship, as a result of which



the possibility of an objective decision is or may be impaired. Should there be a risk of a conflict of interest on the part of the supplier, the supplier shall submit this to the customer without being asked to do so in order to avoid the appearance of a conflict of interest. These conflicts of interest include relationships with relatives or in-laws, partnerships or marriages, or investments.

## **Business secrets**

All information obtained in the course of the business relationship shall be treated confidentially and kept strictly secret. They must be protected against unauthorised access by third parties in the same way as their own business secrets are protected.

Intellectual property rights and know-how of others must be respected.

## **Procurement of minerals**

Supplier shall comply with all applicable laws and obligations arising therefrom with regard to the procurement of minerals and materials from conflict and risk regions that may contribute to human rights violations, corruption, financing of armed groups or similar negative effects.

## **Supply chain**

All suppliers must comply with the provisions and in turn obligate their suppliers to comply with them. In particular:

- a risk management system with clear responsibilities is in place,
- a risk analysis has been carried out and documented,
- a Declaration of Principles on Human Rights,
- Prevention and remedial measures must be anchored in the company's own business unit and with direct suppliers
- Measures are taken with indirect suppliers where there are indications of violations of human rights or the environment
- have a complaint procedure in place,
- as well as reports on relevant measures at intervals to be defined.

All commitments must be regularly evaluated and adjusted.

## Controls and complaint management

MTC NISSAL reserves the right to check compliance with the requirements of this “Code of Conduct” at any time. For this purpose, the supplier already allows MTC NISSAL, or third parties commissioned by it to carry out audits or other inspections on site. This can be done during normal business hours with a notice period of 5 working days.

Supplier employees or third parties may contact MTC NISSAL at any time to report violations of the supplier Code of Conduct.







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