

Leifheit Code of Conduct Trade and non-trade goods and services

(December 2018)

We, Leifheit AG, are committed to social commitment, environmental considerations and fair co-existence as the main pillars of our society. The aim of Leifheit AG is to reconcile economic, ecological and social responsibility in a sustainable manner.

The basic requirements of Leifheit AG for its suppliers of goods and services are regulated in this Code of Conduct. The established principles are in line with, inter alia, the Business Social Compliance Initiative (BSCI), the conventions of the International Labour Organisation ("ILO"), the Universal Declaration of Human Rights of the United Nations, the UN Conventions on the Rights of the Child and the elimination of all forms of discrimination against women, the principles of the UN Global Compact and the OECD Guidelines for Multinational Enterprises (along with all other relevant national or international regulations and industrial minimum standards: "Standards").

The principles laid down in this Code of Conduct should not be considered as maximum requirements, but should be exceeded as far as possible.

Section 1 Scope of application

This Code of Conduct forms the basis of all business relationships relating to all national and international production processes and facilities (hereinafter referred to as "production sites") for trade and non-trade goods and services purchased by LEIFHEIT AG. It applies worldwide both to LEIFHEIT AG itself and to the direct business partners of LEIFHEIT AG and to other agents employed by the direct business partners who are involved in the production of goods for LEIFHEIT AG (hereinafter referred to as "business partners"). Counterparties shall ensure that they comply with the principles established in accordance with this Code of Conduct.

Section 2 Compliance with laws

The production facilities must comply with the applicable standards, applying the relevant standards which place the most stringent requirements.

Compliance with this Code of Conduct and the applicable standards must not be circumvented by employment agreements or similar measures (e.g. improper training programmes).

Section 3 Child Labour / Youth Employment

Child labour and any exploitation of children and adolescents are not tolerated by Leifheit AG.

The minimum age for admission to employment must not be less than the age at which compulsory education ends and under no circumstances less than 15 years of age. National standards for the protection of children and young people workers must be respected. The ILO exemptions apply.

Compliance with the prohibition of child labour and the restriction of youth employment must be ensured by the business partners. In particular, young people must not be exposed to dangerous, unsafe or harmful situations. In the event of a breach of the prohibition, the counterparties shall immediately take appropriate remedial measures for the children and

adolescents. The corrective measures shall be documented. Measures and procedures should also be taken to promote the rehabilitation and social integration of the affected children and to enable them to obtain a general school leaving certificate in accordance with national standards.

In accordance with ILO Conventions 79, 138, 142, 182 and ILO Recommendation 146.

Section 4 Discrimination

Any discrimination in hiring and employment is forbidden. In particular, any distinction, exclusion or preference which is based on race, caste, colour, sex, age, creed, political opinion, membership of an employee organisation, physical or employment is prohibited. Intellectual disability, ethnic, national and social origin, nationality, sexual orientation or other personal characteristics are prohibited.

In accordance with ILO Conventions 100, 111, 143, 158 and 159.

Section 5 Right of association and right to collective bargaining

All employees must be protected from any different treatment related to their employment and which is directed against freedom of association. Your right, at your discretion, to establish, join or resign associations or organisations for the purpose of promoting and protecting the interests of employees, shall be respected. The exercise of employment must not be affected.

Alternatively, in the event that national standards restrict the right of association and the right to collective bargaining, at least the free and independent association of employees must be allowed and permitted for the purpose of negotiating.

In accordance with ILO Conventions 87, 98, 135 and 154 and ILO Recommendation 143.

Section 6 Forced Labour

Leifheit AG does not tolerate any forms of forced and compulsory labour, debt bondage, serfdom or slave labour as well as conditions similar to slavery. Any form of prison work is rejected. No employee may be forced to work directly or indirectly through violence and/or intimidation. Employees are only to be employed if they have voluntarily provided for employment.

In accordance with ILO Conventions 29 and 105.

Section 7 Disciplinary measures

All employees must be treated with dignity and respect. Sanctions, fines, other penalties or disciplinary measures may only be carried out in accordance with applicable national and international standards and internationally recognised human rights.

No worker may be exposed to verbal, psychological, physical, sexual and/or physical violence, coercion or harassment.

Section 8 Working hours

Working hours are governed by applicable law to comply with industrial standards or the relevant ILO conventions, whichever is more stringent. The maximum allowable weekly working time in accordance with national legislation applies, but on a regular basis it must not exceed 48 hours

and no more than 60 hours including overtime work. The relevant national and international standards, in particular the ILO exceptions, apply to individual trade and employment forms and in the event of serious disturbances to regular operations.

Employees are entitled to at least one day off after six consecutive working days. Additional work has to be remunerated separately in accordance with national standards. Overtime work may only be done on a voluntary basis and may not exceed 12 hours per week.

In accordance with ILO Conventions 1 and 14.

Section 9 Documentation Employment Relationship

The business partners guarantee the written documentation of the working conditions (e.g. start and duration of the employment relationship, hours of work, wages and allowances) of their employees in relation to the production phases directly affecting them. The name, date of birth and place of birth and, if possible, the home address of the employee shall be entered.

The direct business partners also guarantee the appropriate documentation with the other agents employed by them.

The circumvention of existing national labour and social security standards is prohibited.

Section 10 Compensation

The counterparties guarantee that the salary paid to employees is at least equal to the minimum wage, or otherwise usual or agreed, whichever is the higher. The wages paid should be sufficient to cover the basic requirements of employees.

Illegal and unjustified wage deductions, in particular those in the form of direct or indirect disciplinary measures, are prohibited. Payments of the salary must be made in a practical manner for the employee (e.g. in cash or by cheque). Employees shall be informed regularly and in detail about the composition of their remuneration in an understandable form.

In accordance with ILO Conventions 26 and 131.

Section 11 Health & Safety

The business partners guarantee a safe and healthy working environment.

They shall take all necessary measures to avoid accidents and damage to health that may arise in connection with the activity. To this end, business partners will set up systems to detect and avoid or respond to a potential threat to the health and safety of their employees. They also ensure that employees are regularly informed and trained on existing health and safety standards as well as safety measures. The business partners must document the above.

Clean toilets and access to drinking water must be provided in sufficient quantities. If sleeping rooms are also provided, they must be clean and safe and meet the basic requirements.

In accordance with ILO Convention 155.

Section 12 Environmental protection

The protection of nature and the environment is an integral part of Leifheit AG's business practice. The business partners must comply with the applicable standards, in particular environmental law. They are also required to work continuously on the prevention and reduction of environmental impacts. Applicable procedures and standards for waste management, handling and disposal of chemicals and other hazardous substances, emissions and wastewater treatment should be observed.

The protection and preservation of natural livelihoods must be taken into account in particular, an environmentally and socially acceptable production shall be promoted.

Section 13 Information/Communication

Each business partner will exhibit this Code of Conduct freely accessible and visible to all employees of the business partner at least in the respective national language. In cases of illiteracy, the Code of Conduct must be explained verbally.

Section 14 Bribery and Corruption

Leifheit AG does not tolerate any form of bribery or corruption. All business partners and their employees must behave in such a way that no personal dependence, obligation or influence arises. All are expected to conduct business based on fairness and compliance with applicable national and international standards. The counterparty also implements an anti-corruption and anti-corruption policy to be followed in all business units. Insofar as gifts comply with customs and courtesy in individual jurisdictions, it must be noted that this does not create binding dependencies and that the applicable national law standards are respected.

Information on corrupt behaviour should be reported to Leifheit AG on its Whistleblower Hotline (see Section 18).

Business partners guarantee that they set up communication channels for their employees to report on possible unlawful conduct while respecting their anonymity. Each communication should be kept confidential. The business partners also warrant that, on the basis of such indications, they carry out careful investigations and, if necessary, take any necessary measures.

Section 15 Management Systems

Business partners shall introduce a management system to implement, comply with and review the principles established in accordance with this Code of Conduct. The management system must include clear responsibilities and procedures and appropriate documentation to demonstrate that counterparties share the principles and values of this Code of Conduct. Documentation, implementation, compliance and continuous improvement of the principles established in accordance with this Code of Conduct requires regular review. The verifications shall be documented.

The direct counterparty shall ensure that the other agents appointed by it comply with the principles established in accordance with this Code of Conduct. It is intended to communicate the principles set out in this Code of Conduct in its supply chain.

Business Partners are required to arrange for training to assist their managers and employees in a proper understanding of this Code of Conduct, the applicable laws and regulations, as well as applicable generally accepted standards.

Section 16 Monitoring Code of Conduct

The responsibility of Leifheit AG is to advocate compliance with the principles of this Code of Conduct. Leifheit AG is entitled to monitor the fulfilment of the obligations of the business partners under this Code of Conduct. In particular, at the request of Leifheit AG, the business partners are obliged to have an audit carried out in the production facilities in accordance with the requirements of Leifheit AG.

The direct business partner guarantees that Leifheit AG itself or third parties authorised by it may, if necessary, carry out verification of compliance with the principles established in accordance with this Code of Conduct with the direct business partner or other representative appointed by it. He will nominate the production facilities accordingly.

Section 17 Sanctions and remedial measures

If a counterparty fails to comply with the obligations under this Code of Conduct is determined, the counterparty is obliged to take appropriate corrective action immediately. Both sufficient time and support from Leifheit AG will be provided for the remedial measures.

The right to terminate the business relations with the business partner by Leifheit AG is hereby not restricted, irrespective of whether the direct business partner himself or the other agent appointed by it violates the principles set out in this Code of Conduct.

Section 18 Appeal procedure

Complaints or notices of violations of this Code of Conduct can be reported to Leifheit AG at any time — also in anonymised form — to the Whistleblower Hotline referred to on the Leifheit AG website

The notifying person is obliged to report only such complaints and notices about which he is in good faith as to the accuracy of the relevant notification.

All business partners guarantee to refrain from disadvantaged measures or disciplinary measures vis-à-vis the advertiser.

Link to Whistleblower Hotline: <https://leifheit-group.integrityline.org>