

SUPPLIER CODE OF CONDUCT

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AIT GROUP

June 2023

The following Code of Conduct sets out the basic principles and standards applicable to suppliers to the AIT Group with respect to their responsibility to society and the environment. The AIT Group consists of AIT Austrian Institute of Technology GmbH, LKR Leichtmetallkompetenzzentrum Ranshofen GmbH, Seibersdorf Labor GmbH, and Nuclear Engineering Seibersdorf GmbH. By signing the attached declaration, the Supplier confirms that it will comply with, and require its sub-contractors to comply with, the following conditions and regulations, and ensure that appropriate organisational measures are taken to ensure their implementation:

COMPLIANCE WITH THE STATUTORY REQUIREMENTS

The Supplier will comply with locally applicable laws and regulations.

HUMAN RIGHTS AND WORK PRACTICES

Human rights

The Supplier will comply with all international human rights agreements, in particular the Core Labour Standards of the International Labour Organization (ILO) and the Ten Principles of the UN Global Compact, ensuring that it does not cause and is not complicit in any human rights violations. Particular attention must be given to upholding human rights among particularly vulnerable persons or groups, including women, children, migrant workers, and indigenous communities.

Prohibition of forced labour

The Supplier will not permit or be complicit in slavery, debt bondage, forced or compulsory labour or human trafficking.

Prohibition of child labour

The Supplier will not employ anyone unable to show that they are at least 15 years of age. In countries which fall within the exception for developing countries according to the ILO Convention, the minimum employment age may be reduced to 14. Employment in areas involving risk will not be given to anyone unable to show that they are at least 18 years of age in accordance with the ILO Convention.

Principle of equality, respect and dignity

The Supplier is required to promote equal opportunities and the equal treatment of its employees, irrespective of skin colour, race, nationality, ethnic origin, political views, social background, disability, sexual identity or orientation, religious convictions, gender or age.

The Supplier will not tolerate any unacceptable treatment of employees, including psychological stress, sexual harassment or discrimination (including inappropriate gestures, language, or physical contact) of a sexual, compulsive, threatening, improper, or exploitative nature.

Working time, remuneration & additional services for employees

The Supplier must ensure compliance with statutory provisions on working time. Employees must be adequately remunerated in accordance with all applicable regulations on pay and compensation. Employees crossing national borders for work purposes must be treated in accordance with the applicable statutory regulations, especially with respect to minimum wages.

The Supplier recognises the right of employees to establish a union or to join an existing union, and to engage in collective wage negotiations. Members of workers' organizations or unions may neither be advantaged nor disadvantaged.

Occupational health and safety

The Supplier will operate in accordance with the applicable statutory and international standards for health and safety in the workplace, ensuring its employees can carry out their tasks safely. This includes preventative health and safety measures. The Supplier will provide information and/or instructions to ensure that all its employees are sufficiently informed with respect to their health and occupational safety.

ENVIRONMENTAL PROTECTION AND ENVIRONMENTAL PRINCIPLES

Environment and sustainability

The Supplier will operate in accordance with the relevant statutory provisions and international standards on the environment and sustainability. The Supplier will make every effort to minimize its environmental impact and to continually improve its environmental protection measures, as well as to manage existing resources in a sustainable manner.

Responsible procurement of minerals

The Supplier will take appropriate measures to exclude the use of raw materials originating from conflict zones and high-risk areas in the products it supplies, and raw materials which contribute to human rights violations, corruption and the financing of armed groups or have other negative impacts.

FAIR BUSINESS PRACTICES

Prohibition on corruption and bribery

The Supplier will not tolerate any form of corruption or bribery, anti-competitive agreements or other unethical business practices, nor will it be directly or indirectly involved in such practices, i.e., it will not offer, grant or promise any financial incentives to influence official actions or to secure an unfair competitive advantage. Only gifts or hospitality of a minimal financial value as permitted by the applicable internal guidelines may be accepted or offered, e.g., standard promotional giveaways or the occasional business meal, and only where this does not influence business decisions.

Intellectual property rights

The Supplier must respect and observe the intellectual property rights of third parties. Any information about intellectual property belonging to AIT, its companies and business partners will be handled in confidence, and the Supplier will treat this intellectual property, whether of a physical or electronic nature, with extreme care.

Information security (confidentiality)

The Supplier will ensure the confidentiality, availability and integrity of its own information. It will also keep the information received from contractual partners confidential and handle this information with care. The Supplier will inform its employees about security measures and how these must be complied with.

Conflicts of interest

The Supplier will avoid and/or disclose any internal conflicts of interest and conflicts of interest with AIT companies. Even the appearance of such conflicts of interest will be avoided, by dealing with the relevant issues with absolute transparency.

Money laundering, financing terrorism

The Supplier will not be involved in money laundering or the financing of terrorism, either directly or indirectly.

Data protection

Personal data will be treated confidentially and responsibly. The privacy of the individual will be respected, and the Supplier will ensure that personal data are effectively protected and only used for legitimate purposes.

Export controls and customs

The Supplier will comply with the applicable export controls and customs regulations.

FAIR COMPETITION

Fair competition

The Supplier will avoid contravening any antitrust laws or other competition laws. This includes compliance with applicable procurement rules, avoiding market abuse in general, and promoting free competition.

Supply chain

Appropriate efforts will be made to ensure that the Supplier, and any sub-contractors it engages on behalf of AIT, comply with the basic principles of this Supplier Code of Conduct.

The principles of non-discrimination in the selection of suppliers and in dealing with suppliers must be complied with.

REPORTING SYSTEM

Incident Reporting System (Whistleblowing)

In order to meet its social responsibility obligations, AIT encourages all parties to report any violations of the law and the Supplier Code of Conduct. An incident reporting system – whistleblowing system – has been established which enables confidential and anonymous reports to be submitted so that it is impossible to determine the originator of the report. Reports received via the system will be examined carefully and will remain confidential.

Supplier Declaration

We hereby confirm the following:

1. We have received the AIT Supplier Code of Conduct (hereinafter "Code of Conduct") and, in addition to the obligations to which we are subject based on contracts signed with AIT companies, also undertake to comply with the principles and requirements of this Code of Conduct, and confirm that we will uphold the principles and requirements of the AIT Code of Conduct by applying our own, equally stringent Code of Conduct within our company, a copy of which is attached.
2. We understand that AIT is entitled to examine compliance with the Code of Conduct, or to instruct third parties to conduct such an examination, or to demand that the Supplier provide such information, or to check for compliance in another appropriate manner. If the Supplier substantially infringes the principles enshrined in this Code of Conduct, AIT will be entitled to terminate contractual agreements, in whole or in part, with immediate effect.

We agree that this declaration is subject exclusively to the substantive law of the Republic of Austria, to the exclusion of the conflict of law rules.

Place, Date

Signature

Name (in block letters), Function

This document must be legally signed and returned within 20 working days of receipt to purchasing-logistics@ait.ac.at.