

CODE OF CONDUCT FOR SUPPLIERS

Huttwil, August 1st 2022

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PREAMBLE

FLYER AG is committed to conducting its business in an ethical, legal, environmentally and socially responsible manner. FLYER expect similar principled conduct from everyone with whom FLYER has commercial dealings. Further, FLYER strives to continuously improve the sustainability of its operations and products and encourages its suppliers to participate in this effort by adopting sustainable practices in their operations. The FLYER Supplier Code of Conduct (the "Code") sets out the requirements expected of our Suppliers regarding compliance with laws and regulations, corruption and bribery, social and working conditions, and protection of the environment. The Code is informed by internationally recognized principles such as the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the UN Global Compact, the OECD Guidelines for Multinational Enterprises and the International Labour Organization's fundamental conventions. Our goal is to work with our Suppliers to assure full compliance with these requirements as they, in turn, take the responsibility to implement these requirements and necessary due diligence processes with their own employees, agents, temporary workers, subcontractors, homeworkers, suppliers and sub-suppliers with whom they work with in the delivery of goods and services to FLYER.

1. COMPLIANCE WITH LAWS AND REGULATIONS

Suppliers shall comply with all applicable domestic and international laws and regulations, industry standards, and all other relevant statutory requirements whichever requirements impose the highest standards of conduct.

2. DOING BUSINESS WITH INTEGRITY

Suppliers shall conduct their business in accordance with the highest ethical standards. Suppliers shall comply with all applicable domestic and international laws and regulations, particularly concerning corruption, bribery, anti-trust/ competition, intellectual property, and conflicts of interest.

2.1. Anti-Corruption/Anti-Bribery

Suppliers shall not, directly or indirectly, engage in any act of corruption, extortion or embezzlement, nor in any form of bribery. This includes but is not limited to the promising, offering, giving or accepting of any improper monetary or other incentive such as bribes, unreasonable business entertaining and gifts as well as kickbacks.

2.2. Anti-Trust/Free Competition

Suppliers shall commit to the principle of free competition and not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices.

2.3. Intellectual Property

Suppliers shall respect the intellectual property of others. Suppliers shall take appropriate steps to safeguard and maintain confidential and proprietary information or trade secrets of its business partners and use such information only for the purposes authorized in contractual agreements. In case of subcontracting, sharing of confidential information of FLYER should only be made with the consent of FLYER.

2.4. Conflicts of Interest

Suppliers will disclose to FLYER any situation that may appear to be a conflict of interest, and disclose to FLYER if any employee from FLYER, one of their family members, or a friend may have an interest of any kind in Supplier's business or any kind of economic ties with Supplier.

3. SOCIAL AND WORKING CONDITIONS

Suppliers shall recognize and be committed to upholding the human rights of their employees and treat them with dignity and respect as understood by the international community. Our Suppliers shall respect the following standards, irrespective of the applied working arrangement, be it direct employment, labor contracting, subcontracting, homeworkers or any other form.

3.1. Freely Chosen Employment

Suppliers shall not, under any circumstances, use forced, bonded or indentured labor or involuntary prison labor. Employment is voluntary.

3.2. Child Labor Avoidance

Suppliers shall not, under any circumstances, use child labor as defined by ILO and United Nations Convention and/or national law, whichever is more stringent.

3.3. Compensation

Suppliers shall comply with all applicable laws, regulations and industry standards concerning wages and benefits. Wages and benefits paid for a standard working week shall meet at least legal or industry minimum standards, or comply with legally binding, freely negotiated collective bargaining agreements, whichever is higher. They should always be sufficient to meet basic needs of workers and their families. Deductions from wages as a disciplinary measure shall not be permitted unless authorized by applicable law and by a freely negotiated collective bargaining agreement in force.

3.4. Working Hours

Suppliers shall comply with all applicable laws, regulations and industry standards on working hours. Unless applicable laws, regulations or industry standards are more restrictive, the maximum working hours in a week shall not, on a regular basis, exceed 52 hours and the maximum allowable overtime hours in a week shall not exceed 16 hours. Overtime shall be on a voluntary basis and employees shall be provided with at least one day off for every 6-day period, unless exceptions defined by law or a freely negotiated collective bargaining agreement apply.

3.5. Non-Discrimination

Suppliers shall strictly adhere to all applicable laws and regulations prohibiting discrimination in hiring and employment on the grounds of gender, age, religion, political opinion, union affiliation, health condition, national or social origin, sexual orientation, ethnicity or color or other basis prohibited by law.

3.6. Harassment, Abuse and Disciplinary Practices

Suppliers shall not engage in physical, mental, verbal, sexual or any other abuse, inhumane or degrading treatment, corporal punishment or any form of intimidation. Suppliers shall comply with local laws and regulations on disciplinary practices.

3.7. Freedom of Association and Collective Bargaining

Suppliers shall respect the rights of employees to form and join trade unions and bargain collectively. If Suppliers operate in a country where these rights are impaired by the law, they shall allow their employees to freely elect their own representatives which can enter into dialogue with the Supplier about working conditions.

3.8. Health and Safety

Suppliers shall provide their employees with a safe and healthy workplace in compliance with all applicable laws, regulations and industry standards, especially with view to building safety, housing conditions, electrical installations, machine safeguarding and personal protective equipment. Suppliers shall involve workers in the process of identifying and mitigating risks to worker's health and safety.

3.9. Working Conditions

Suppliers shall provide their employees with adequate working facilities which, at a minimum, shall ensure reasonable access to potable drinking water and sanitary facilities; fire safety; access to emergency medical care; and adequate lighting and ventilation.

4. ENVIRONMENT

Suppliers recognize that environmental responsibility is integral to producing high quality products and strive to continuously improve their environmental performance. Suppliers shall comply with all applicable environmental laws, regulations and industry standards. Suppliers shall implement policies and procedures to identify, prevent and minimize relevant negative environmental impacts. This includes information and training of relevant employees. Further, Suppliers shall comply with any additional environmental requirements specific to the products or services being provided to FLYER as called for in design and product specifications and contract documents.

4.1. Hazardous Substances

Suppliers shall minimize the use of hazardous substances and ensure that all hazardous substances are safe-

ly handled, stored and disposed. Suppliers shall inform employees on relevant safety practices and provide appropriate training.

4.2. Resources

Suppliers shall minimize their negative impacts on natural resources, including air, land, forests and water as well as ensuring animal welfare. Suppliers shall optimize their resource consumption, including raw materials, water and energy.

4.3. Waste & Emissions

Suppliers shall minimize disposal of solid waste, wastewater and other emissions to prevent pollution of air, water and soil. Suppliers shall strive to minimize their greenhouse gas emissions.

5. COMMUNICATION AND IMPLEMENTATION

Suppliers shall effectively communicate the content of this Code to all their employees, agents, subcontractors, suppliers and sub-suppliers with whom they work with in the delivery of goods and services to FLYER and conduct due diligence to assure its implementation.

6. SUBCONTRACTOR AND SUPPLIER MANAGEMENT

Suppliers shall regularly conduct due diligence on their subcontractors, suppliers and sub-suppliers in order to verify compliance with the Code. Suppliers shall therefore assess the risk for potential breaches of the Code in their own supply chains and implement adequate compliance monitoring measures based on this risk assessment. If non-compliances are identified, Suppliers shall take necessary improvement measures or cease business with subcontractors, suppliers and sub-suppliers if no improvements can be achieved.

7. MONITORING/RECORD KEEPING

Suppliers shall maintain documentation appropriate to demonstrate adherence to the Code for its own operations. Suppliers shall provide FLYER with this documentation and other information demonstrating adherence to this Code upon FLYER's request.

8. ASSESSMENTS AND POTENTIAL IMPACTS ON BUSINESS RELATIONSHIP TO FLYER

Suppliers shall conduct regular internal assessments to assure their compliance with the Code. FLYER reserves the right to conduct (or have its designee conduct) inspections after 10 days prior notice of Suppliers and their facilities to verify compliance with the Code. Suppliers shall inform FLYER if any agreements with other partners stand in contradiction to this requirement, in which case FLYER will ensure the inspection is carried out by a third party, respecting concerned agreements. In addition to any other contractual rights of FLYER, Suppliers' failure to adhere to the Code may result in FLYER ceasing to do business with offending Suppliers.

9. SUPPLIER'S DECLARATION OF COMPLIANCE

Every supplier of FLYER is required to sign a declaration of compliance to acknowledge and confirm its compliance with the principles and requirements of the newest communicated version of the Code.

10. DEVELOPMENT OF THE CODE

FLYER will review this Code on a regular basis and will introduce revisions where necessary or appropriate. FLYER will notify its Suppliers of any important changes, but Suppliers will always find the applicable version of the Code on the corporate website of FLYER: <https://www.flyer-bikes.com/en/sustainability>.

11. COMPLIANCE DECLARATION

We, the undersigned hereby confirm:

1. That we have received and taken due note of the version 2021 of the FLYER Supplier Code of Conduct (the "Code") and commit ourselves, in addition to our commitments as set out in the supply agreements with FLYER, to fully comply with its principles and requirements.
2. That we agree that FLYER or a third party appointed by FLYER may carry out periodic, unannounced inspections / audits on our facilities to verify our compliance with the Code, respecting existing agreements with other partners upon our request.
3. That we effectively communicate the contents of the Code to our employees, agents, subcontractors, suppliers and sub-suppliers with whom we work with in the delivery of goods and services to FLYER and conduct due diligence to assure its implementation.

We also confirm that we have noted that compliance to the Code is an essential prerequisite for business relations between FLYER and us as Supplier for FLYER.

Name _____

Name _____

Function _____

Function _____

Company name _____

Company name _____

Company adress _____

Company adress _____

Place, date _____

Place, date _____

Signature _____

Signature _____

Company stamp _____

Company stamp _____

The Compliance Declaration must be signed by a duly authorized representative of the company and returned to the assigned FLYER contact within 20 working days of receipt.

