

# Code of Conduct

The objectives listed below have to be followed:

## **Legal compliance**

To comply with the laws of the applicable legal system(s).

## **Prohibition of corruption and bribery**

To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

## **Respect for the basic human rights of employees**

- To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- To respect the personal dignity, privacy and rights of each individual;
- To refuse to employ or make anyone work against his will.
- To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination; to prohibit behavior including language and physical contact, that is sexual, coercive, threatening, abusive, or exploitative;
- To provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- To comply with the maximum number of working hours laid down in the applicable laws;
- To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

The shipping transactions are carried out exclusively based on the General German Forwarding Conditions (ADSp), latest version. Additionally, it is agreed that (1) Clause 27 ADSp does not extend the forwarder's liability or the attribution of fault of employees and other third parties differently from statutory provisions such as § 507 HGB, Art. 25 CMR, Art. 36 CIM, Art. 20, 21 CMNI in favor of the principal, (2) the forwarder, as a carrier, is liable for its own fault only in cases of nautical fault or fire on board listed in § 512 para. 2 No. 1 HGB, and (3) the forwarder, as a carrier within the meaning of CMNI, is not liable for nautical fault, fire on board, or defects of the vessel under the conditions mentioned in Art. 25 para. 2 CMNI. For heavy transports and crane operations, the terms and conditions of AGB-BSK Crane and Transport, latest version, apply.

Note: The ADSp 2017 deviate in clause 23 regarding the maximum liability amount for damage to goods (§ 431 HGB) from the law by limiting the liability for multimodal transports, including sea carriage and in cases of unknown damage location, to 2 SDR/kg and, otherwise, the standard liability of 8.33 SDR/kg in addition to 1.25 million euros per damage incident and 2.5 million euros per damage event, but at least 2 SDR/kg. According to the general terms and conditions of the Federal Specialist Groups for Heavy Transport and Crane Operations (BSK), the liability is limited to 500,000 euros per damage incident and 2 million euros per damage event, proportionally among multiple claimants. All our crane and transport services as well as major installations are based on the BSK conditions unless mandatory legal provisions contradict (e.g., HGB or CMR, CMNI/CLNI, CIM/COTIF, MÜ/WA, each in the latest version [n. F.]).

### **Prohibition of child labor**

To employ no workers under the age of 15 or, in those countries, subject to the developing country exception on the ILO Convention 138, to employ no worker under the age of 14.

### **Health and safety of employees**

- To take responsibility for the health and safety of its employee;
- To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- To provide training and ensure that employees are educated in health and safety issues;
- To set up or use a reasonable occupational health & safety management system.

### **Environmental protection**

- To act in accordance with the applicable statutory and international standards regarding environmental protection;
- To minimize environmental pollution and make continuous improvements in environmental protection;
- To set up or use a reasonable environmental management system.

### **Supply chain**

- To reuse reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- To comply with the principles of non discrimination with regard to supplier selection and treatment.

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