

## Code of Conduct for Suppliers of the OSRAM Companies

June 2007

This Code of Conduct defines the basic requirements placed on OSRAM's suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. OSRAM reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the OSRAM compliance program. In such event OSRAM expects the supplier to accept those reasonable changes.

### We require from our supplier:

- **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**<sup>1</sup>
  - 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 gestures, 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.
- **Prohibition of child labor**<sup>2</sup>
  - to employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.
- **Health and Safety of employees**
  - to take responsibility for the health and safety of its employees;
  - 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 an occupational health & safety management system according to OHSAS 18001 or equivalent.
- **Environmental protection**<sup>3</sup>
  - 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 an environmental management system according to ISO 14001 or equivalent.
- **Supply Chain**
  - to use best 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.

<sup>1</sup> Declaration of Human Rights in Resolution 217 A (III) dated 10.12.1948, <http://www.unhchr.ch/udhr/navigate/alpha.htm>

<sup>2</sup> Declaration of the Internat. Labour Organisation on basic labour principles and rights, <http://www.ilo.org/public/english/standards/index.htm>

<sup>3</sup> Rio Declaration on the Environment and Development, <http://www.un.org/esa/sustdev/documents/agenda21/index.htm>

## Code of Conduct - Declaration of the Supplier

### We hereby declare the following:

1. We have received a copy of the "Code of Conduct for Suppliers of the OSRAM Companies" (hereinafter "Code of Conduct"), dated June 2007 and hereby commit ourselves, if so in addition to our commitments set out in purchase agreements with OSRAM, to comply with its principles and requirements.
2. We confirm that we will use best efforts to forward the contents of the Code of Conduct to our suppliers and to convince them to meet the principles and requirements of this Code of Conduct.
3. We will provide OSRAM upon request with a written self assessment as required by OSRAM within reasonable time after such request.
4. We agree that OSRAM or an independent third party appointed by OSRAM may carry out unannounced inspections (audits) on our premises to verify our compliance with the Code of Conduct.
5. We will inform OSRAM immediately in the event of our non-compliance with the Code of Conduct. Should either allegations of our non-compliance with the Code of Conduct or other incidents which threaten to endanger OSRAM's reputation become public, e.g. by way of media coverage, we will provide a written statement, immediately upon OSRAM's request, concerning our non-compliance or the allegations made.
6. We agree that OSRAM, without any compensation obligation towards us, may terminate any purchase agreement entered into and/or any purchase order issued thereunder by giving written notice to us with immediate effect if we are
  - (i) in breach of our obligations set forth in this Declaration or
  - (ii) do not fully comply with our duty to cooperate.

However, provided that our breach of contract as set out above, is capable of being remedied, OSRAM's right to terminate as set out in the sixth paragraph of this Declaration may only be exercised, if such breach has not been remedied by us within a reasonable grace period set by OSRAM.

7. We agree that this declaration is subject to the substantive law, legal proceedings and venue which is set out in the purchase agreement and/or purchase order concluded between OSRAM and us and that, in the event no such agreement is yet established, is subject to the legal proceedings and substantive law (without reference to any of its conflict of law rules) in force at the place of the respective OSRAM-Purchasing Unit.

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Place, date

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Signature

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Name (BLOCK CAPITALS), Function

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Company Seal

This document must be signed by an authorized representative of the company and returned to OSRAM within 20 working days of receipt.

Please return to: OSRAM GmbH, Global Purchasing, Hellabrunner Strasse 1, D 81536 Munich, Germany  
or to the well-established purchasing contact.