

## IWB Supplier Code

## Preamble

IWB is the company for energy, water and telecoms. IWB supplies its customers in the Basel region and beyond: committed, competent and reliable.

IWB is a leading service provider for renewable energy and energy efficiency. The IWB vision and mission as well as the shared values are the basis for our actions. IWB promotes a culture characterized by appreciation and mutual respect. IWB supports and promotes an open dialog.

"Customer-focused, entrepreneurial and partnership" - these are the supporting values of IWB's culture.

The IWB Code of Conduct builds on these values and derives the principles of conduct for IWB employees and partners accordingly.

The IWB Supplier Code specifies these principles of conduct as well as applicable legal provisions for suppliers and contractual partners.

IWB aims to procure sustainably and to work with suppliers and contractors who ensure sustainability economically, socially and ecologically.

The obligation of suppliers and contractual partners to comply with the present Supplier Code is one of the measures to implement this objective.

IWB is entitled at any time and with the measures it deems appropriate to verify compliance with the Supplier Code and to call in third parties in this regard.

## Principles, addressees

Suppliers and contractual partners of IWB undertake without restriction to comply with all relevant statutory provisions, whether regarding the place of performance or to requirements for products, works and services. This applies both to suppliers and contractors with their registered office or branch in Switzerland and to those abroad.

This Supplier Code is addressed to all providers and suppliers of goods, works and services of IWB, irrespective of whether the provisions on public procurement apply or not.

When awarding contracts, IWB complies with the legal requirements of public procurement as well as internal guidelines. Within this framework, economic, environmental and social factors are taken into account. In addition, a transparent and fair process is ensured and all suppliers are treated equally.

## Integrity clause

Suppliers and contractors of IWB undertake to take all necessary measures to avoid corruption, so that in particular no gratuity in the form of money or other benefits is offered or accepted. Any seeking or accepting, offering or granting, facilitating or concealing of undue payments, other advantages or favors of third parties, under abuse of a publicly or privately entrusted decision-making or action competence of at least one of the parties involved to obtain contracts shall be prevented.

### Insider trading

Suppliers and contractors do not use or disclose inside information about IWB to gain an advantage for themselves or others. Insider - information directly or indirectly concerns one or more wholesale energy products and if it were to become public, would be likely to significantly affect the prices of wholesale energy products.

### Environment, ecological - sustainability

Suppliers and contractors of IWB undertake to comply with the relevant statutory provisions and with the ecological requirements for products, work performances and services of any kind contained in the invitation to tender and in the contract.

Furthermore, suppliers and contractors of IWB are to be committed to the responsible use of resources, minimize emissions, follow ambitious sustainability targets and take ecological factors into account in their decisions in a balanced manner in combination with economic and social aspects.

### Occupational health and safety regulations, working conditions, equal treatment and human rights

Subject to specific requirements, worded for certain products, works or services or to specific requirements in the tender documents or in the contract, the following shall apply:

### Suppliers and contractors with registered office or branch in Switzerland

For suppliers and contractors with their registered office or branch office in Switzerland, the laws and regulations<sup>1</sup> at the place of their registered office or branch office apply, namely the following:

- Occupational health and safety regulations and working conditions (namely collective agreements, standard employment contracts or alternatively regulations which are customary in the locality and industry, etc.).
- Provisions on equal treatment of women and men

### Suppliers and contractors without a registered office or branch in Switzerland

If the service is provided abroad, the suppliers and contractors shall comply with the legal provisions at the relevant place. In any case, however, it must be guaranteed that the core labor standards of the International Labour Organisation (ILO) <sup>2</sup> are complied with at the place of performance. The ILO's core labor standards have been in place since the adoption of ILO Declaration on Fundamental Rights and Principles at Work in 1998 to be respected, promoted and implemented by all member states simply by virtue of their membership in the ILO, i.e. even if they have not ratified the relevant Conventions. IWB sets the following minimum requirements in particular: Freedom of association and the right to collective bargaining.

Furthermore, the right of all workers to form and join trade unions and workers' organizations and to bargain collectively in accordance with ILO

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<sup>1</sup> Acc. to Sec. 11 Intercantonal Agreement on Public Procurement IVöB and § 5 Procurement Act, BeG, SG 914.100

<sup>2</sup> ILO Core Labour Standards:

- No. 029 of 28.06.1930 on forced and compulsory labor
- No. 087 of 09.07.1948 on Freedom of Association and Protection of the Right to Organize.
- No. 098 of 01.07.1949 on the application of the principles of the right to organize and the right to collective bargaining.

- No. 100 of 29 June 1951 on Equal Remuneration for Male and Female Workers for Work of Equal Value.
- No. 105 of 25.06.1957 on the abolition of forced labor.
- No. 111 of 25.06.1958 on discrimination in employment and occupation.
- No. 138 of 26.06.1973 on the minimum age for admission to employment.
- No. 182 of 17.06.1999 on the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor.

Conventions 87 and 98 must be respected.

#### Ban on forced labor

Any kind of forced labor and thus any kind of work required under the threat of punishment, such as corporal punishment and mental or physical coercion, is prohibited in accordance with ILO Conventions 29 and 105.

#### Ban on child labor

All forms of exploitative child labor and working conditions similar to those of slavery or harmful to children's health are prohibited in accordance with ILO Conventions 138 and 182.

#### Prohibition of discrimination in employment and occupation

Any distinction, exclusion or preference based in particular on race, color, sex, belief, political opinion, national origin or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation shall be prohibited in accordance with ILO Convention 111. The application of the principle of equal pay for male and female workers for work of equal value is in line with ILO Convention 100.

#### Working hours, wages and benefits

The maximum weekly working hours, rest periods and breaks of employees shall comply with national legislation. Suppliers and contractors shall provide adequate compensation to employees and pay at least the minimum wage that is customary in the country. They also have to pay the benefits applicable to the region.

#### Health and safety

Arrangements to ensure safety and health in the workplace have to comply with national legislation or current industry standards. In addition, we expect suppliers and contractors to place a high value on workplace safety and safe working conditions and to be committed to effective prevention in the area of health and accident protection.

#### Protection from abuse and harassment

Suppliers and contractors are committed to ensuring that all employees are treated with dignity and respect.

Any form of harassment, abuse or coercion of a psychological or physical nature is prohibited. This applies in particular to assaults of a sexual and verbal nature and to corporal punishment.

#### Compliance with human rights

In addition to the conditions explicitly mentioned above, the supplier and contractor are committed to complying with the Universal Declaration of Human Rights (UN, 1948) in their dealings with employees and other affected stakeholder groups.

## Implementation provisions

#### Place of performance

The place of performance shall be the place where the service is actually rendered. The following cases are to be specified in the case of procurement abroad:

- If a good is produced abroad and delivered to Switzerland, the place of performance shall be the country of production. In the case of services, the actual place of the service is relevant. If suppliers and contractors send their employees to Switzerland in order to have work carried out here, the place of performance is in Switzerland.

#### Service provision by third parties, subcontractors and other suppliers

Suppliers and contractors shall contractually oblige third parties engaged by them, such as subcontractors, other suppliers or auxiliary persons, to comply with this Supplier Code. Independent of the existence of such a contractual agreement, however, the suppliers and contractors guarantee in any case that the provisions of the Supplier Code will also be complied with by the above-mentioned third parties, subcontractors and other suppliers.

It is pointed out here that main contractors in the main and ancillary construction trades are subject to the provisions of § 5 Entsendegesetz (EntsG, 823.20) if the subcontractors they engage do not comply with the net minimum wages and working conditions.

### Granting of inspection and review and obligation to report

The supplier or contractor hereby declares:

- that IWB or an external body commissioned by IWB may at any time request suppliers or contractors to provide evidence of compliance with the provisions of the Supplier Code by the supplier or contractor as well as by third parties, subcontractors and other suppliers.
- that the supplier or contractor provides the necessary evidence for this or allows inspection.
- that IWB or an external body commissioned by IWB may at any time verify compliance with the provisions of the Supplier Code both at the supplier's or contractor's premises and at the premises of third parties, subcontractors and other suppliers.
- that possible violations of this Supplier Code and of legal provisions are reported to the Head of Legal & Corporate Functions at IWB or to the Ombudsman's Office of the Canton of Basel-Stadt.

### Measures in the event of violations, consequences of non-compliance

In the event of a false or no longer applicable declaration or assurance, IWB may - subject to specific regulations - exclude the supplier or contractor from ongoing award procedures, revoke an awarded contract, terminate concluded contracts prematurely for important reasons and/or suspend future orders and deliveries without the supplier or contractor being able to derive any claims from this.

The supplier or contractor then takes note of the fact that in the event of infringements pursuant to § 8 Procurement Act (Gesetz über öffentliche Beschaffungen, Kanton Basel-Stadt, 914.100) and § 6 para. 2 VöB (Beschaffungsverordnung, 914.110), suppliers or contractors may be excluded from future awards by IWB for a period of time commensurate with the degree of culpability (responsibility of the conciliation office).

Excluded will be he who:

- a) does not guarantee to comply with the working conditions;
- b) did not pay taxes or benefits;
- c) does not or only partially fulfill the suitability criteria or does not provide corresponding proof of suitability;
- d) provides false information; does not provide information and evidence in time or does not allow checks ordered by the competent body;
- e) colludes in a manner that prevents or impairs effective competition;
- f) is in bankruptcy or composition proceedings;
- g) offers work and supplies to private parties at a lower price as a matter of principle; submits a tender that reveals insufficient expertise or features of unfair competition.

The right to take further legal action against offending providers, suppliers or contractual partners remains reserved.

### Deed of adherence

The supplier or contractor hereby declares:

- that he has received and taken note of IWB's Supplier Code;
- that he fully and unconditionally accepts and complies with IWB's Supplier Code
- that he takes appropriate measures to ensure that third parties, subcontractors and other suppliers engaged by him comply with IWB's Supplier Code.

Place and date:

Signature:

Note: This declaration must be signed by at least one authorized representative of the supplier or contractor.