

Code of Conduct for LEDVANCE Suppliers

July 2016

This Code of Conduct defines the basic requirements placed on suppliers of goods and services of LEDVANCE GmbH and its Affiliates¹ [hereafter “LEDVANCE”] concerning their responsibilities towards their stakeholders and the environment. LEDVANCE reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the LEDVANCE compliance program. In such event LEDVANCE expects the supplier to accept those reasonable changes.

The supplier declares herewith:

- **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 ²**
 - 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 ³**
 - 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 a reasonable occupational health & safety management system.
- **Environmental protection ⁴**
 - 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 use 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.

¹ “Affiliates” means for the purpose of this Supplier’s Declaration: LEDVANCE, all entities which are controlled by LEDVANCE, in both cases whether directly or through one or more intermediaries for the term such control continues. As Affiliate of LEDVANCE shall also be deemed LEDVANCE LLC, Delaware including its subsidiaries. For purpose of this definition “controlled” means ownership of securities representing more than fifty per cent (50%) of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority, or any other power by contract or in any other form which entitles such named entity to the respective voting rights.

² Declaration of Human Rights in Resolution 217 A (III) dated 10.12.1948

³ Declaration of the International Labour Organisation on Fundamental Principles and Rights at Work, http://www.ilo.org/global/standards/information-resources-and-publications/publications/WCMS_087424/lang--en/index.htm

⁴ Rio Declaration on the Environment and Development, <http://sustainabledevelopment.un.org/>

Code of Conduct – Conflict Minerals Supplement

This Conflict Minerals Supplement (hereinafter “**CMS**”) is an integral part of the Code of Conduct for LEDVANCE concerning their responsibilities with respect to a conflict-free sourcing of “**Conflict Minerals**” in order to effectively ensure that the use and sale of Conflict Minerals by LEDVANCE’s suppliers do not contribute to the ongoing conflict in the Democratic Republic of Congo (“**DRC**”) and adjoining countries. The CMS applies to suppliers of LEDVANCE delivering materials, parts, components, sub-assemblies that will be integrated into LEDVANCE products as well as to suppliers of LEDVANCE delivering products for the purpose of resale by LEDVANCE (hereinafter “**Goods**”).

For the purposes of this CMS the following terms shall have the meaning as set out below:

- “**Conflict Minerals**” means columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which are limited to tantalum, tin and tungsten (the “3Ts”), unless the United States Secretary of State determines that additional derivatives are financing conflict in the “Covered Countries”, in which case they are also considered Conflict Minerals; or any other minerals or their derivatives determined by the Secretary of State to be financing conflict in the “Covered Countries”.
- “**Covered Countries**” shall mean the DRC and any country that shares an internationally recognized border with the DRC. Such countries presently include Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia.
- “**DRC Conflict Free**” shall mean as an attribute of Goods that such Goods do not contain Conflict Minerals that directly or indirectly finance or benefit armed groups in the “Covered Countries”.
- “**Final Rule**” shall mean the implementation rule as adopted by the U.S. Securities and Exchange Commission on August 22, 2012, pursuant to Sec. 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act relating to the use of Conflict Minerals.

The supplier declares herewith:

- to be fully committed to ensuring that its use and sale of Conflict Minerals (whether on a stand-alone basis or contained in its Goods) do not contribute to the ongoing conflict in the Covered Countries.
- not to supply any Goods to LEDVANCE that are not DRC Conflict Free.
- to duly provide to LEDVANCE, if requested by LEDVANCE, all relevant data (including also quantitative analyses) regarding the occurrence of Conflict Minerals in its Goods.
- to sufficiently verify on an ongoing basis that its Goods are DRC Conflict Free by appropriate measures such as:
 - + performance of a reasonable country of origin inquiry throughout its entire supply chain (in accordance with standards that are equivalent to the requirements of the Final Rule in this regard), and/or
 - + participation in established supply chain communication processes such as the “EICC®/GeSI Conflict-Free Smelter Program”, and/or
 - + application of a nationally or internationally recognized supply chain due diligence standard such as the “OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas”.
- to make written representations to LEDVANCE at least once per calendar year, and additionally within three (3) weeks upon LEDVANCE’s written request, that Goods are DRC Conflict Free
- to immediately notify LEDVANCE in writing in case supplier should become aware of any warning signs in its supply chain that indicate that the representation in accordance with the preceding paragraph above might be no longer valid.
- to duly furnish to LEDVANCE, if requested by LEDVANCE to do so, certifications, declarations, reports, audits (including any received from supplier’s sub-contractors and suppliers), and other information that sufficiently back supplier’s representation that its Goods are DRC Conflict Free.
- to use best efforts to promote among its suppliers compliance with this CMS.



Code of Conduct - Declaration of the Supplier

We hereby declare the following:

1. We have received a copy of the Code of Conduct for LEDVANCE Suppliers including also its Conflict Minerals Supplement (hereinafter "Code of Conduct"), dated July 2016 and hereby commit ourselves, in addition to our commitments set out in the supply agreements with LEDVANCE, to comply with its principles and requirements.
2. We will provide LEDVANCE upon request - but not more than once a year - either, at our option (i) a written self-assessment in the form provided by LEDVANCE or (ii) a written report approved by LEDVANCE describing the actions taken or to be taken to assure our compliance with the Code of Conduct.
3. We agree that LEDVANCE or a third party appointed by LEDVANCE and reasonably acceptable to us, shall be entitled (but not obliged) to conduct inspections at our premises in order to verify our compliance with the Code of Conduct. Such inspections may only be conducted upon prior written notice of LEDVANCE, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with our business activities nor violate any of our confidentiality agreements with third parties. We further agree to reasonably cooperate in any inspections conducted and to bear our expenses in connection with such inspection; LEDVANCE will bear its expenses.
4. In addition to any other rights and remedies LEDVANCE may have, in the event of (i) our material or repeated failure to comply with the Code of Conduct or (ii) our denial of LEDVANCE's right of inspection as provided for in the third paragraph of this article, after providing us reasonable notice and a reasonable opportunity to remedy, LEDVANCE may terminate any purchase agreement entered into and/or any purchase order without any liability whatsoever.

Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding of the child labor as set out in the Code of Conduct or willful failures to comply with the Code of Conduct.

5. 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 LEDVANCE 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 LEDVANCE purchasing company.

Place, date

Signature

Name (BLOCK CAPITALS), Function

Company Name / Seal

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

- LEDVANCE GmbH, Procurement, Parkring 29 - 33, 85748 Garching, Germany,
- LEDVANCE LLC, Procurement, 200 Ballardvale Street, Wilmington, MA 01887, United States of America

or scanned with signature in electronic form to e-mail supplier-management@ledvance.com or to the well-established Procurement contact.

Requested by LEDVANCE department:

Date: