



RESPONSIBLE PURCHASING CHARTER

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01

Why a responsible purchasing charter?

Lechevalier is now one of the leading players in the distribution of industrial supplies. We sell over 5 million items every year throughout the country.

As a distributor, we are not responsible for placing products on the market, nor for the conditions under which they are used. However, we believe that we have a duty to contribute to ensuring that products placed on the market are safe for consumers and the environment. This position entails responsibilities towards all our partners, for which we have drawn up this Responsible Procurement Charter.

In it, we have set out all our ethical, social and environmental commitments. This Lechevalier Responsible Procurement Charter defines the rules of conduct – both individual and collective – that must guide our actions and inform our choices, enabling us to put our values and commitments into practice on a daily basis.

Lechevalier's Responsible Procurement Charter stems from this Code of Ethics and is intended to serve as a common framework for our procurement teams and our suppliers. The trust our customers have placed in us since 1948 is based on the trust we place in these suppliers and partners. We therefore wish to share our commitments with them – including those relating to sustainable development – and integrate them into this process of continuous improvement.

We are committed to ensuring that all our suppliers, regardless of the countries in which they operate, respect human rights and the ethical, social and environmental standards that we consider fundamental and essential to a successful working relationship. Lechevalier's Responsible Procurement Charter sets out these commitments, which we require all our suppliers to uphold, as well as those we make to them.

This charter reflects our commitment to integrating the principles of sustainable development into all our business activities and to promoting them in our relationships with our partners. Compliance with this charter is a key condition for ensuring the continuity of the relationship between Lechevalier and its suppliers, and we rely on them – as well as on our own teams – to apply it on a day-to-day basis.



Pierre Lechevalier
Chairman



Claire Lechevalier
General Manager

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Lechevalier's commitments to sustainable development.

We comply with the laws in force in every country in which we operate, we adhere to the international rules laid down by the UN, and we are particularly committed to the principles of the Universal Declaration of Human Rights and the fundamental conventions of the ILO¹.

■ Human Rights

Principle 1 : The United Nations Global Compact calls on its members to promote and uphold international human rights law within their sphere of influence.

Principle 2 : Companies must themselves ensure that they do not become complicit in human rights abuses.

■ Labour standards

Principle 3 : To respect freedom of association and recognise the right to collective bargaining.

Principle 4 : To contribute to the elimination of all forms of forced or compulsory labour.

Principle 5 : To contribute to the effective abolition of child labour.

Principle 6 : To help eliminate discrimination in employment and occupation.

■ Environment

Principle 7 : Apply the precautionary approach to environmental issues.

Principle 8 : Take steps to promote greater environmental responsibility.

Principle 9 : To promote the development and dissemination of environmentally friendly technologies.

■ Fight against corruption

Principle 10 : To take action against corruption in all its forms, including extortion and bribery.

¹ ILO : International Labour Organization.

Lechevalier has also been a signatory to the ten principles of the UN Global Compact since 2013 and is committed to upholding the following nine principles:

■ **Forced labour**

Forced labour is not permitted in any form. This includes forced labour whilst in prison, unpaid labour on behalf of a creditor, etc.

■ **Child labour**

Child labour is not permitted. Unless a higher age limit is provided for by local legislation, it is not permitted to employ children under the age of fifteen or children below the age of compulsory schooling (the exceptions set out in ILO Convention No. 138 apply). Children under the age of eighteen who are in employment must not be required to carry out hazardous work; furthermore, night work may be restricted for them, taking into account educational requirements.

■ **Harassment**

Employees must not be subjected to physical punishment or to harassment or abuse of a physical, sexual, psychological or verbal nature.

■ **Rémuneration**

Salaries, including overtime and benefits, must not fall below the level required by the applicable laws and regulations.

■ **Working hours**

Unless national provisions stipulate a lower number of working hours, employees must not, as a general rule, work more than 48 hours per week (standard working week) or more than 60 hours per week (maximum working week, including overtime); exceptions to this rule may be made where exceptional circumstances so require. Employees must be granted at least one day off per seven-day period, unless exceptional circumstances require otherwise.

■ **Non-discrimination**

In all decisions relating to their professional activities, employees must be treated solely on the basis of their skills and qualifications; this applies in particular to decisions concerning their recruitment, promotion, remuneration, bonuses and benefits, training, dismissal and the termination of their employment contract (this list is not exhaustive).

■ **Health and safety**

Employers must provide a safe and healthy working environment in order to prevent accidents and injuries. Where applicable, they must also provide safe and healthy accommodation. In all cases, the relevant local legislation must be regarded as the minimum standard to be met.

■ **Freedom of association and collective bargaining**

Employers must recognise and respect employees' legal right to freedom of association and collective bargaining.

■ **Environment**

Companies shall comply with the environmental regulations and standards applicable to their activities and shall adhere to ethical environmental practices wherever they operate.

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Lechevalier's commitments to its suppliers.

Our suppliers play a key role in Lechevalier's growth and success. It is therefore important to reiterate the commitments we make to them through our procurement teams.

INDEPENDENCE

- We refuse to accept any gratuities or gifts of more than symbolic value (such as promotional items) from our suppliers and service providers. In this context, we are not permitted to give our home address to a supplier. Under no circumstances may a gift be accepted for personal use (if such gifts or gratuities have already been received, they must be returned to the giver). End-of-year gifts are managed collectively by the local manager to avoid any perception of favouritism.
- Lechevalier does not send any gifts to its suppliers, wherever they may be and whoever they may be, except possibly as part of a comprehensive programme approved by the chairman.

CONFIDENTIALITY

- We guarantee, throughout our employment with Lechevalier and after leaving the company, the confidentiality of non-public data relating to our suppliers, disclosed during our business relationship with Lechevalier. We must not use or disclose to any other person any information classified as sensitive and/or confidential. In the context of dealings with suppliers, this type of information – relating in particular to commercial agreements, technical and financial data – is covered by a legally binding document signed by both parties.
- We also ensure the protection and confidentiality of data relating to Lechevalier.

CONFLICT OF INTEREST

- We must ensure that our personal activities and interests, whether direct or indirect, do not conflict with those of Lechevalier. We must be able to make every decision objectively, in the best interests of the company.
- A conflict of interest arises when an employee or a relative (parents, friends, etc.) is likely to derive personal benefit from a transaction involving Lechevalier.
- Similarly, we must not select, or arrange for the selection of, an entity in which we or a relative have a known financial interest for such a transaction.
- We must exercise sound judgement to avoid any situation that could present a conflict of interest or be perceived as such.

COMPETITION, EQUITY AND TRANSPARENCY

- We apply procurement methods that encourage genuine competition amongst suppliers.
- We treat our suppliers with honesty and respect, and we give everyone an equal opportunity, both during the supplier selection process for building the supplier panel and when awarding contracts. We select our suppliers impartially on the basis of predefined and transparent criteria. If a procurement decision contravenes these methods, we report it to our line manager.
- In the event that a supplier makes a manifest error in their quotations or transactions, which is detrimental to the sustainability of future commercial relations, we shall bring this to their attention in writing, even if this is contrary to Lechevalier's short-term interests. Our relationships are based on the principles of transparency and integrity.

REDUCING THE RISKS OF MUTUAL DEPENDENCE

- We seek to avoid any economic dependence that could jeopardise Lechevalier or one of our suppliers.
- Our significant influence on the operations of an SME may constitute a risk factor in the event of a sudden change in order volumes. Where necessary, any reduction in our business with a supplier will be planned in advance and carried out gradually, taking into account the length of our relationship with the company, the extent of any dependency, and the supplier's ability to diversify or adapt.
- We encourage our suppliers to continually diversify their customer base in order to avoid significant economic dependency.

For tenders where this is permitted, Lechevalier wishes to promote social and environmental clauses and asks its suppliers to outline their Corporate Social Responsibility (CSR) initiatives and to highlight them as competitive advantages.

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The supplier commitments required by Lechevalier.

We require our suppliers to comply with the principles of the UN Global Compact, the Universal Declaration of Human Rights and the fundamental conventions of the International Labour Organisation (ILO).

Lechevalier reserves the right to terminate all dealings with suppliers who fail to comply with these requirements.

SOCIAL REQUIREMENTS

The supplier undertakes to comply with the laws and regulations in force in all countries in which it operates, and in particular with the following:

Human rights and working conditions

■ Use of forced or compulsory labour

The supplier undertakes not to resort, under any circumstances, to forced or compulsory labour as defined in ILO Core Conventions 29 and 105: *'any work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily'*.

The withholding, as a condition of employment, of identity documents, passports, training certificates, work permits or any other identification documents is prohibited, as is the requirement for workers to provide financial deposits or guarantees.

■ Child labour

The supplier undertakes not to employ anyone who is below the minimum working age as defined in ILO Core Conventions 138 and 182. The absolute minimum age for admission to employment shall not be lower than the age at which compulsory schooling ends, i.e. 15 years or 14 years if permitted by the country's legislation. In all cases, it is prohibited to assign hazardous work to young people under the age of 18.

In cases where children are nevertheless found to be present in factories, it is the responsibility of suppliers to assume full responsibility for them and to guarantee them, amongst other things, access to healthcare and schooling, whilst taking into account the economic impact of such a decision on their families' financial circumstances. If removing children from factories is the chosen solution, Lechevalier recommends that, where possible, these children should be replaced by adult members of the same family.

■ Working hours

The working hours deemed acceptable by Lechevalier will be determined by the regulations of the countries in which the suppliers operate. Every worker is entitled to at least one day off per week, except in exceptional circumstances.

■ Remuneration

All workers must be paid at least the statutory minimum wage, whether national or local, and be entitled to statutory benefits. This remuneration must be sufficient to meet their basic needs and those of their family members who are directly dependent on them. The supplier undertakes not to make any deductions from remuneration on disciplinary grounds or for any other reason not provided for by the regulations in force, and without the worker's formal consent.

Health and safety

The supplier undertakes to implement a health and safety policy designed to ensure that every employee has a safe and healthy working environment and to maintain an environment in which people's dignity is respected.

In particular :

- Workplaces must not pose a risk to workers' health and safety.
- Where the equipment or products used may be hazardous, workers must be informed and trained in how to prevent risks arising from their use.
- The supplier must provide its workers with appropriate protective clothing and equipment.
- Any use of corporal punishment, verbal or physical abuse or the threat of physical abuse, as well as any form of harassment, whether psychological or sexual, is prohibited.
- Emergency exits must be clearly marked, easily accessible and usable; alarm systems and fire extinguishers must be in working order and appropriate for the risks involved.
- Where necessary, access to healthcare must be guaranteed for workers.

We encourage our suppliers to implement a structured health and safety approach in all the countries where they operate and, where possible, to obtain ISO 45001 or OHSAS 18001 certification.

Discrimination

The supplier must not discriminate against any person on the grounds of their: social or ethnic origin, gender, age, family status, sexual orientation, genetic characteristics, nationality, surname, political opinions, trade union activities, religious beliefs, physical appearance, health, disability or pregnancy.

In accordance with ILO Core Conventions 100 and 111, the supplier undertakes to ensure equal treatment and equal opportunities for its employees and shall refrain from any discrimination in relation to recruitment, pay, access to training, promotion or trade union membership.

Freedom of association and collective bargaining rights

The supplier undertakes to respect freedom of association and the right to organise and to collective bargaining as defined in ILO Fundamental Conventions 87 and 98: *'Freedom of association means that workers and employers may form organisations of their own choosing, join such organisations and manage them without interference from the State or any other party'*. All workers must be afforded adequate protection against any act of discrimination that seeks to undermine freedom of association in the context of employment.

ENVIRONMENTAL REQUIREMENTS

The supplier undertakes to ensure that its activities do not harm the environment. It must comply with all applicable laws and regulations in all countries in which it operates, and in particular with the following:

Risk prevention

The supplier must apply the precautionary principle when addressing environmental issues and ensure that risks are managed through the strictest adherence to best practice.

Environment impact

The supplier undertakes to develop a measurement system to assess the effectiveness of reduction initiatives in terms of:

- Use of non-renewable resources (oil, natural gas, metals, etc.);
- Energy and water consumption;
- Greenhouse gas emissions;
- Pollution of the environment (water, soil, air);
- Waste generation.

Where their products are concerned, suppliers comply with the requirements relating to combating deforestation linked to supply chains. They are able to demonstrate the origin of the relevant raw materials, their traceability and their compliance with the applicable regulatory requirements.

Suppliers develop packaging that complies with current regulatory requirements and promote:

- Reducing packaging at source;
- Using recycled and recyclable materials;
- Limiting the use of hazardous substances in packaging;
- Improving recyclability in line with future European requirements.

Discharges

Discharges into the air, water or soil of materials, emissions or substances that may pose a risk to the environment are identified, monitored, controlled and treated in accordance with regulations before being discharged.

Hazardous substances

The supplier undertakes to comply with the prohibitions and restrictions on substances and materials required by the various regulations and by Lechevalier. The processes in place at the supplier must enable it to monitor regulatory developments in this field, ensure that its products do not contain any restricted or prohibited substances, and inform Lechevalier without delay in the event of any mandatory or voluntary changes to the composition or manufacture of the products supplied.

Chemicals and other materials whose release into the environment poses a hazard are identified, labelled and managed to ensure that their handling, use, transport, storage, recycling or reuse, as well as their disposal, take place safely and in compliance with regulations. Workers required to handle these products and other materials are trained and equipped, and emergency procedures are in place in the event of an accident posing a risk to the environment.

Suppliers undertake, in particular, to:

- Ensure that products comply with regulations on chemical substances, in particular the REACH Regulation, by ensuring the registration, reporting and control of the substances concerned.
- Comply with the requirements of the RoHS Directive concerning the restriction of hazardous substances in electrical and electronic equipment.
- Identify, monitor and, where possible, substitute substances that pose a risk to human health or the environment, in particular PFAS where their use is restricted or in the process of being banned.
- Provide, upon request, any declaration of conformity, technical data sheet, safety data sheet or any other document demonstrating regulatory compliance.
- Transparently disclose the presence of substances of very high concern (SVHCs) where they exceed regulatory thresholds and provide the information necessary to meet reporting obligations, in particular via the SCIP database where applicable.

Certifications

Wherever possible, we encourage our suppliers to implement an environmental management system and to obtain ISO 14001 certification, and to implement an energy management system and to obtain ISO 50001 certification.

International regulations

For products intended for markets outside the European Union, suppliers also comply with applicable local regulations, including the US Toxic Substances Control Act (TSCA) and the State of California's chemical information requirements (Proposition 65), where relevant.

Documentation et cooperation

Suppliers undertake to :

- Retain evidence of regulatory compliance;
- Inform the company without delay of any developments that may affect product compliance;
- Cooperate with requests for information, audits or compliance assessments;
- Implement corrective actions as soon as possible in the event of non-compliance.

Failure to comply with regulatory requirements or a lack of cooperation may result in the suspension of orders, the implementation of a corrective action plan or the termination of the business relationship.

PERSONAL DATA PROTECTION REQUIREMENTS

The supplier undertakes to describe its governance structure and to put in place security measures to protect personal data, thereby complying with the GDPR¹.

We encourage our suppliers to have their personal data protection measures recognised through certification to the ISO 27701 standard.

¹ GDPR : General Data Protection Regulation.

DUTY OF CARE AND CONFLICT MINERALS

European Union regulations and international laws set out due diligence obligations relating to the supply chain for importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected or high-risk areas. Suppliers endeavour to source their supplies from audited smelters and refineries and, upon request, provide information to ensure the traceability of their supply chain.

As Lechevalier is not an importer of ores, it is not directly affected.

However, as a distributor of finished products, Lechevalier is committed to promoting compliance with these regulations through its selection of and monitoring of its suppliers and manufacturers, as the ultimate aim of these laws and regulations is to put an end to the financing of armed groups that do not respect human rights.

The supplier undertakes to conduct its business in an ethical and professional manner, complying with the regulations in force regarding due diligence in the conflict minerals supply chain, both directly and through its own suppliers.

AUDIT AND ACTION PLAN

With regard to all the rules set out, suppliers must put in place mechanisms to ensure compliance within their organisations. We carry out regular checks to ensure compliance with the rules of the Responsible Procurement Charter. These may take the form of requests for documentation, as well as on-site assessments and audits carried out by Lechevalier or by a specialist firm appointed by it.

In the event of non-compliance, in accordance with Lechevalier's current procedure, we require the supplier to implement a corrective action plan, which we then monitor. In the event of a serious breach or if a non-compliance is not rectified, we reserve the right to terminate our relationship with the supplier in question.

Lechevalier has put in place a procedure for receiving reports from whistleblowers.

This system complements traditional reporting channels, and its use is entirely optional for employees and staff.

To find out more about Lechevalier's CSR² approach, visit www.groupe-lechevalier.com or scan the QR code below.



Visit
our
website

² CSR : Corporate Social Responsibility.

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Signature

We hereby confirm that :

- We have received and fully familiarised ourselves with Lechevalier's responsible purchasing charter;
- We are committed to the implementation of these principles and that failure to comply with them may be considered a breach of our obligations, which may lead to the termination of the contract, depending on the seriousness of the breach;
- We will therefore inform all our direct suppliers and encourage them to follow these principles.

Date : ____ / ____ / ____

Company name : _____

Representative's name : _____

Representative's title : _____

Signature :

Logo/stamp of the company :