RESPONSIBLE PROCUREMENT CHARTER

Preamble

A B2B service company, Monnoyeur provides its customers with equipment and services to optimize their performance through its companies Bergerat Monnoyeur, Eneria, Aprolis, ARKANCE, IPSO and its Specialised Services division (companies CHRONO Flex and GCS). The group is also committed to helping its customers meet the challenges of their transformation in terms of the environment, digital technology and the usage economy.

The mission of Monnoyeur's Procurement Department is to contribute to the ambition, strategy and performance of the Group and its various companies.

With this in mind, the Responsible Procurement Charter forms part of Monnoyeur's Corporate Social Responsibility (CSR) policy. The social and environmental impact of our products, services and operations, as well as the ethical dimension of our business relationships, are closely linked to the practices of our suppliers throughout the value chain. In addition, international regulations, particularly those relating to corporate sustainability due diligence, are strengthening the requirements for responsible Procurement policies.

This Charter sets out Monnoyeur's requirements in terms of respect for human and social rights, environmental performance and ethical business conduct. These are included in the selection criteria for our suppliers, in the same way as financial, technical and operational criteria.

Monnoyeur thus defines the principles that make up its Responsible Procurement policy. The Procurement function and its service providers and subcontractors must apply these principles so that the customer-supplier relationship is both profitable and responsible.

ART.1 - Commitment of Monnoyeur and its companies to the suppliers

1.1 - Selection and partnership with suppliers

Monnoyeur and its companies are committed to promoting fair and equal competition and to ensuring a fair supplier selection process. They aspire to establish lasting relationships with their suppliers, thereby encouraging investment in the development of their skills, in employment stability and the provision of better quality products and services, while fostering enhanced safety and performance, as well as sustainability.

1.2 - Compliance with payment deadlines

Monnoyeur and its companies undertake to comply with contractual payment terms or, failing that, with the payment terms indicated in their General Purchasing Conditions, which must strictly comply with the applicable regulatory provisions.

1.3 -Dependency and financial equity

It is important to note that when the weight of a customer in a supplier's business becomes excessive, this may constitute a risk factor in the event of a significant change in the volume of business done with the service provider over a short period.

Consequently, Monnoyeur and its companies will also take care to limit mutual technical and financial dependence with their suppliers, in particular by implementing a planned, far-sighted and gradual withdrawal strategy.

This strategy will take into account the duration of the suppliers' relationship with Monnoyeur and its companies, as well as potential opportunities for diversification or adaptation.

1.4 -Right of appeal

Monnoyeur and its companies suggest priority be given to amicable resolution in the event of dispute.

ART.2 - Principles binding on suppliers

Monnoyeur is a member of the United Nations Global Compact and is therefore committed to respecting the 10 universal principles concerning human rights, international labour standards, the environment and the fight against corruption, as well as promoting them within its sphere of influence.

2.1 - Respect for human rights

The supplier undertakes to respect the Universal Declaration of Human Rights and in particular the following principles:

2.1.1 - Combating forced labour, modern slavery and human trafficking

The supplier undertakes to uphold the values promoted by the International Labour Organisation (ILO) Convention, in particular by combating all forms of forced labour. The supplier undertakes to implement all the provisions of the United Nations Slavery Convention and the Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime. The supplier also undertakes to implement the provisions of the International Labour Organisation (ILO) Convention on Forced Labour.

2.1.2 - Abolition of child labour

The supplier undertakes to implement the rules concerning the prohibition of child labour, in accordance with the UNICEF Convention on the Rights of the Child, the conventions of the International Labour Organisation (ILO) and the applicable national laws.

2.2 - Respect for social rights

In the area of social rights, the supplier undertakes to comply with the applicable conventions and national legislation.

2.2.1 - Compliance with the principle of non-discrimination

The supplier undertakes, as an employer, to ban all discrimination in recruitment, hiring, promotion, pay, allocation of tasks, disciplinary measures, etc. on the basis of race, nationality, gender, religion, disability, age, sexual orientation, physical appearance or for other reason prohibited by law.

The supplier also undertakes to do its utmost to promote the professional integration of people who are not in employment and the employment of people with disabilities.

2.2.2 - Compliance with applicable laws on wages and working hours

The supplier undertakes to comply with ILO Protection of Wages Convention (No. 95) and applicable national laws regarding minimum wages, overtime, wage deductions, performance-based payments and other types of remuneration.
The supplier also undertakes to comply with ILO Conventions No. 1 and No. 30 on working hours of the International Labour Organisation and Convention No. 52 on paid holidays. The supplier also undertakes to comply with the applicable national laws concerning employees' working hours (including overtime) and the allocation of the annual paid holidays provided for by law or in the employment agreement.

2.2.3 - Non-use of undeclared work

The supplier commits not to use undeclared labour and to comply with the declaration obligations required by the administrative, social and tax authorities of the countries where they operate.

2.2.4 - Prevention of health and safety risks

The supplier undertakes to implement measures to prevent occupational risks in order to guarantee the safety and preservation of the physical and mental health of its workers and the stakeholders involved in its activity. It assesses the risks associated with its activity, takes preventive health and hygiene measures and implements improvement plans.

ART.3 - Business ethics

3.1 - Compliance with anti-corruption regulations

Throughout the performance of the contract, the supplier undertakes to comply scrupulously with all national and international laws, regulations and standards relating to the prevention of corruption. This includes, in particular, compliance with all applicable national and international laws designed to suppress corruption, influence peddling, bribery, illegal taking of interest, misappropriation of public funds, favouritism or any other conduct contrary to integrity, in all countries where it operates.

The supplier commits to avoid any form of active or passive corruption, facilitation payments, complicity in influence peddling or favouritism during the negotiation and delivery of contracts. It prohibits any solicitation, offer or payment of bribes to customers or to its customers' relations. In addition, the supplier prohibits its staff from soliciting or accepting undue remuneration.

The supplier undertakes to maintain the independence of the Procurement process by not offering any benefits to its customers, such as invitations or gifts. However, consideration may be given, in a measured and transparent manner, to the exchange of publicity gifts of symbolic value, meals and reasonable professional invitations, in accordance with the rules laid down by Monnoyeur and its companies. These practices are authorised outside the periods of invitations to tender, negotiation and conclusion of contracts.

The supplier commits to not disclose confidential information in order to obtain preferential treatment, either for itself or for a third party.

The supplier must also refer to the Code of ethics and conduct available on the Corporate Social Responsibility page of the MONNOYEUR website at https://monnoyeur.com/en/corporate-social-responsibility/.

3.2 - Combating the financing of terrorism

Terrorist financing involves providing funds that could be used for terrorist activities. The supplier must guarantee that it has complete knowledge of the actual beneficiaries of transactions within its organization. It must strictly adhere to the accounting standards for record keeping and financial reporting that apply to payments in the context of financial or economic transactions. No direct or indirect action to support terrorist activities is permitted.

3.3 - Vigilance with regard to international sanctions programs and embargoes

The supplier undertakes to comply with the international sanctions programs established by the United Nations, the European Union and the United States, as well as the national laws applicable to it. To this end, it must exercise vigilance to avoid as far as possible any transaction involving a country under embargo or subject to restrictive measures, or a person or entity on a sanctions list. It is essential to ensure that such transactions do not contravene international sanctions programs, embargoes or restrictive measures.

Should any of our employees or anyone outside Monnoyeur and its companies observe behaviour that is contrary to our ethics policy as described here above, they can report it in complete confidence on our ethics portal https://ethics.monnoyeur.com/?l=en.

ART.4 - Protection of the environment and reduction of greenhouse gas emissions

4.1 - Compliance with environmental regulations and responsible practices

Monnoyeur and its companies expect their suppliers to anticipate the challenges of sustainable development. This includes complying with applicable environmental regulations.

Monnoyeur and its companies also encourage their suppliers to manage their activities responsibly and minimise the environmental impact of their products and services.

This involves promoting approaches aimed at minimising the energy consumption of their activities and the products and services they sell, the pollution impacting local environments (air, land and water) and the production of waste, while encouraging the reuse and recycling of materials at the end of their life.

4.2 - Environmental management measures

The supplier undertakes to implement a set of environmental management measures to ensure that its activities are conducted in a responsible manner. In this respect, Monnoyeur and its companies encourage their suppliers to work towards obtaining certification in accordance with the international standard ISO 14001 or equivalent.

4.3 - Reducing environmental impact

The supplier undertakes to implement a process for identifying and assessing the environmental impact of its activities. In addition, it shall endeavour to establish a continuous improvement process aimed at controlling the effects of its operations on the environment. This includes promoting environmentally friendly solutions and technologies.

The supplier undertakes to reduce energy consumption, minimise its greenhouse gas emissions in accordance with the Paris Agreement, responsibly manage natural resources (water, metals, other mineral or organic raw materials), encourage reuse and recycling and thereby minimise waste production, prevent all types of pollution and protect biodiversity. Its waste must systematically be collected, segregated and treated in accordance with current regulations.

The supplier undertakes to integrate these environmental requirements into the process of purchasing products and services, as well as into the design, manufacture and implementation of its own products and services. The aim is to reduce the environmental impact throughout the life cycle of products and services, while preserving or improving their quality whenever possible.

ART.5 - Implementation and deployment

By contracting with Monnoyeur and its companies, the supplier expresses its agreement with the principles set out in this Responsible Procurement Charter and undertakes to take the necessary steps to comply with these principles. The present Responsible Procurement Charter may also be independently submitted directly to the supplier for signature.

In managing their supplier relationships, Monnoyeur and its companies may verify that the principles and rules of this Responsible Procurement Charter have been respected. If necessary, improvement measures may be implemented following these checks.

If a supplier is unable to comply with certain provisions, it must inform Monnoyeur and its companies and undertake to implement a corrective action plan within a specified timeframe.

In this context, Monnoyeur and its companies are willing to support suppliers committed to continuous improvement.

Failure to comply with these principles or to implement corrective measures may result in the exclusion of a supplier from any call for tenders, from our list of approved suppliers, and potentially the automatic termination of any current contract.

ART. 6 - Assessment, audits and corrective actions

6.1 - Annual assessment

Each year, the supplier will be subject to an evaluation by the Procurement Departments of Monnoyeur and its companies, with the aim of verifying the implementation of the principles set out in this document. The supplier agrees to provide the information required for these assessments. It undertakes to guarantee the reliability of this information while respecting the agreed formats and deadlines.

6.2 - Audits and corrective actions

Throughout the performance of the contract, Monnoyeur and its companies reserve the right to conduct or commission audits, provided that there is a reasonable cause that gives rise to the need to conduct such audits, to ensure the supplier adheres to the obligations detailed in this document. These reviews may encompass all or part of the principles outlined.

Should Monnoyeur and its companies decide to commission a third party to carry out such an audit, they will appoint an independent company subject to an obligation of confidentiality. Monnoyeur and its companies shall inform the supplier of their intention to carry out an audit.

The supplier undertakes to allow the appointed auditor free access to its premises during opening hours. It also undertakes to cooperate in good faith with the auditor, by providing all documents, guaranteeing the availability of employees (salaried staff, temporary staff and subcontractors) and information required to carry out the audit.

~~In this respect, the supplier undertakes to make available to the auditor all records relating to its activities during the performance of the contract, including accounting documents in a format that can be used by the auditor~~. The audit shall respect the laws related to personal privacy, protection of business secrecy and ongoing contracts. The results of the audit may be recorded in a report, a copy of which will be sent to the supplier.

If the audit report reveals breaches of the obligations of this Responsible Procurement Charter, Monnoyeur and its companies will work with the supplier to draw up a corrective action plan.

Monnoyeur will cover the costs associated with the audit, except in cases where the supplier refuses to submit to the Ecovadis assessment, in which case the costs of the audit will be borne by the supplier.

"My company* acknowledges to have read the Responsible Procurement Charter of Monnoyeur and its companies, accepts its principles and undertakes to take steps to comply with them".

(*company: supplier, or company likely to become one)

Date :
Name and address of supplier:
Name and position of the supplier's representative:
Signature and stamp :