

Supplier
Code of
Conduct





Our Supplier Code of Conduct

Fracht's Supplier Code of Conduct sets forth minimum standards of ethical and responsible behaviors which must be met by all suppliers (including but not limited to: subcontractors, agents, partners, representatives, service providers, and vendors) that do business with Fracht around the globe. In order to become a business partner of Fracht, each and every Supplier must comply with the terms and conditions set forth in this Supplier Code of Conduct.

Table of Contents

LAWS AND ETHICAL STANDARDS

Human Rights & Fair Labor Practices

Diversity & Inclusion

Freedom of Association and Collective Bargaining

DATA PROTECTION, INFORMATION SECURITY, & DISCLOSURE OF INFORMATION

HEALTH & SAFETY

BRIBERY & CORRUPTION

TRADE REGULATION

SECURITY

MONEY LAUNDERING & FINANCIAL RECORDS

CONFLICTS OF INTEREST

ENVIRONMENT

FREE COMPETITION

COMMUNITY OUTREACH

BUSINESS CONTINUITY PLANNING

BUSINESS PARTNERS

RESPECT & DUTY OF CARE

COMPLIANCE WITH SUPPLIER CODE OF CONDUCT

REPRESENTATIONS AND WARRANTIES BY THE SUPPLIER

REPORTING VIOLATIONS

GENERAL INQUIRIES

Laws & Ethical Standards

DIVERSITY & INCLUSION

The Supplier shall promote an inclusive work environment that values the diversity of its employees. The Supplier shall be committed to equal opportunities and not discriminate or tolerate discrimination or harassment with respect to gender, ethnic and national origin, race, color, religion, age, disability, sexual orientation and identity, or any other characteristic protected by law.

FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

The employees of the Supplier must be free to join or not to join a union/employee representation of their choice, free from threat or intimidation. The Supplier recognizes and respects the right to collective bargaining in accordance with applicable local laws.

HUMAN RIGHTS & FAIR LABOR PRACTICES

CHILD LABOR, FORCED LABOR, COMPENSATION AND WORKING HOURS

The Supplier shall not employ children under the legal age of employment in any country or local jurisdiction. The Supplier shall apply a minimum working age of 15 years, even where local legislation permits younger children to be employed. Workers under the age of 18 shall only perform work in accordance with legal requirements of their country of employment (e.g. with regards to working time and working conditions) and subject to any requirement regarding education or training.

The Supplier shall not use any form of forced, bonded, compulsory labor or modern forms of slavery. All labor must be voluntary. Workers must be allowed to maintain control over their identification documents (e.g. passports, work permits or any other personal legal documents). The Supplier shall ensure that workers do not pay fees or make any payment connected to obtaining employment throughout the hiring process and the employment period. The Supplier shall be responsible for payment of all fees and expenses (e.g., licenses and levies) relating to workers, where legally required. Punishment, mental and/or physical coercion as well as any other form of human trafficking are prohibited. Disciplinary policies and procedures shall be clearly defined and communicated to the workers.

The Supplier shall comply with all applicable local laws and mandatory industry standards regarding working hours, including overtime, rest breaks and paid vacation. The Supplier shall compensate its workers in accordance with local minimum wage legislation and terms of applicable collective bargaining agreements as well as with industry standards. The Supplier shall pay workers in a timely manner and clearly convey the basis on which workers are being paid (i.e. receive employment documents in a language they understand). Deductions from wages as a disciplinary measure shall not be allowed, if not legally permitted.

The Supplier shall conduct its business activities in accordance with all national and international laws. The Supplier agrees to uphold the highest standards of integrity while conducting business activities, with or on behalf of Fracht. The Supplier shall comply with the below listed laws.

Supplier *Code of* Conduct

DATA PROTECTION, INFORMATION SECURITY & DISCLOSURE OF INFORMATION

Supplier shall respect and guarantee Fracht, its employees, agents, and customers the right to privacy. Supplier shall treat personal or sensitive information as confidential and administer it in compliance with the applicable laws in each country in which it does business. The Supplier shall also treat any sensitive information as confidential (including but not limited to data pertaining to Fracht documents, contracts and information, as well as technologies and software). It is strictly forbidden to divulge such information, or to use it for any purposes other than the services for which the Supplier has been hired. The Supplier shall safeguard and make only appropriate use of confidential information. The Supplier shall comply with any contractual requirements on data protection and information security and shall not disclose any information that is not known to the public.



HEALTH AND SAFETY

The Supplier shall provide its employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Consistent with these obligations, the Supplier must have and implemented effective programs that encompass life safety, incident investigation, chemical safety, ergonomics, etc. The Supplier should strive to implement management systems to meet these requirements. Supplier's employees are to be adequately educated and trained in health and safety issues. Fracht reserves the right to request copies of all health & safety records, trainings, etc. as it sees necessary.

Supplier *Code of* Conduct

BRIBERY AND CORRUPTION

The Supplier shall comply with all applicable national and international anti-corruption laws and regulations. The Supplier shall not directly nor indirectly offer, provide, or accept anything of value which appears or even attempts to appear improperly influenced to gain or retain business. This includes, but is not limited to gifts, travel, entertainment, contributions, or payments to public officials, etc. Violations of such shall lead to removal as a Fracht Supplier and possible civil and criminal penalties.

TRADE REGULATION

The Supplier shall ensure that its owner(s), employees, agents, and subcontractors comply with all applicable laws, regulations and requirements relating to sanctions, export, and re-export controls. Nothing shall be shipped to, transshipped through or resourced from either directly or indirectly to any country, company, person or for any end-use that is prohibited by international trade regulation and/or US Export and Sanction Laws. The Supplier shall ensure that its owners, employees, agents, and subcontractors are not identified on any export denial, blocked, debarred, or restricted parties list. Fracht reserves the right to terminate any transaction in which the Supplier fails to adhere to applicable international trade regulation and/or US Export and Sanction Laws.

MONEY LAUNDERING & FINANCIAL RECORDS

The Supplier shall comply with applicable laws and regulations designed to combat any money laundering activities. The Supplier shall properly screen and vet any subcontractors used to ensure they are legitimate business activities and funds are derived from legitimate sources.

The Supplier shall maintain financial records and reports according to applicable laws and regulations. Any financial records pertaining to Fracht's business activities shall be readily available to Fracht upon reasonable request.

ENVIRONMENT

The Supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment. Fracht expects its suppliers to cooperate and work closely with Fracht on improving the impact supply chain operations has on the environment. Supplier shall ensure that environmental and climate protection are considered within its own operations. Fracht requires that its suppliers report relevant data on environmental and climate protection upon request.

Supplier *Code of* Conduct

CONFLICTS OF INTEREST

The Supplier shall avoid any relationship or activity that might impair, or even appear to impair its ability to objectively perform its job duties and obligations. A conflict of interest may arise when a personal or financial interest or business activity inhibits the Supplier from performing its duties and responsibilities objectively. A conflict of interest also includes relationships by blood or marriage, partnership, participation in investments/with business partners of competitors. The Supplier shall immediately disclose any actual or potential conflict of interest related to its activities with Fracht.

FREE COMPETITION

The Supplier shall comply with any applicable competition and anti-trust laws

COMMUNITY OUTREACH

Fracht encourages its suppliers to give back to their local communities and engage in initiatives and activities that reflect the UN Sustainable Development Goals. Supplier is encouraged to help foster social and economic development and to contribute to the sustainability of the communities in which it operates.

BUSINESS CONTINUITY PLANNING

Supplier shall conduct business as usual, in case of major disruptions occur (e.g., natural disasters, terrorism, software viruses, strikes, illness, pandemic infectious diseases). With respect to this requirement and, as a result of all factors arising from regular operating practices, Supplier shall ensure to act in accordance with disaster recovery plans, to protect Fracht, its clients, employees, third party staff, as well as the environment.

BUSINESS PARTNERS

The Supplier shall implement an equivalent Supplier Code of Conduct or similar standards to the ones laid out in this Supplier Code of Conduct for their own suppliers, as part of fulfilling their contractual obligations with Fracht.

Supplier Code of Conduct

RESPECT & DUTY CARE

All Suppliers shall act with the upmost respect while working with Fracht, its employees, and its agents. When carrying Fracht cargo, all Suppliers shall exercise a strict duty of care as any of their actions may be associated with Fracht. Any unauthorized use of Fracht branding and/or trademarked materials or equipment shall be avoided. Should an appearance of impropriety be inferred by Supplier's misuse of branded or trademarked materials and equipment, Supplier shall be removed from Fracht's Supplier network immediately and fines and/or penalties may occur.

COMPLIANCE WITH SUPPLIER CODE OF CONDUCT

Supplier shall comply with all principles contained herein this Supplier Code of Conduct. Upon reasonable notice, Fracht is entitled to confirm compliance with the requirements of the Supplier Code of Conduct. If Fracht becomes aware of any actions or conditions in violation of this Supplier Code of Conduct, Fracht shall demand that corrective measures be taken. Fracht reserves the right to terminate any agreement with Supplier should Supplier fail to comply with this Supplier Code of Conduct.

REPRESENTATIONS AND WARRANTIES BY THE SUPPLIER

Supplier shall have the power and authority to conduct its business and to abide by this Supplier Code of Conduct. The Supplier represents that neither the corporate entity represented, nor any of its affiliates, parent or sister companies (up to the ultimate parent), nor any of its executives or employees, is under current criminal investigation or has been subject to any civil or criminal enforcement actions, at home or abroad, for improper conduct or unethical behavior or breach of duty or laws and violation of the principles stated in this Supplier Code of Conduct, notably with regards to anti-corruption, child labor, forced labor and slavery, human rights, export/economic/financial controls and sanctions, data and privacy protection, competition laws. The Supplier warrants that if, at any time, the representations, warranties and certifications herein are no longer accurate and complete, the Supplier will immediately notify Fracht and provide a supplementary report detailing such change.

Thank you!

Fracht GROUP

FRACHT ITALIA S.r.l.
SPEDIZIONI INTERNAZIONALI E SERVIZI LOGISTICI
VIA DOMENICO FIASSELLA, 7/5
16121, GENOVA (GE), ITALY
CODICE FISCALE 8
PARTITA IVA 05504620963