



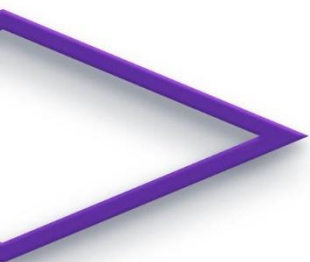
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Legal warranties for third parties



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1.1 Scope of application

The provisions of this Contractual Clauses lay out the expectations of [Insert Company Name] for all direct suppliers and contractors with whom [Insert Company Name] does business under an active contract, as well as for companies looking to enter a business relationship with [Insert Company Name].

All [Insert Company Name] suppliers must adhere to the standards outlined in the present Clauses.

Suppliers are encouraged to introduce equivalent requirements for their suppliers.

[Insert Company Name] reserves the right to inspect, audit, or otherwise assess the Supplier's operations, facilities, and relevant documentation, either directly or through a designated third party, to verify compliance with the Supplier's obligations related to environmental, social and human rights risk management. Inspection and audit may occur with or without prior notice. The Supplier shall fully cooperate with such audits or inspections and shall promptly address any identified non-compliance or risks in a manner acceptable to the [Insert Company Name].

1.2 Environmental, Social and Human Rights Requirements

The Supplier shall respect all internationally recognised human rights in the course of its operations and supply chain activities. This includes, but is not limited to, compliance with the core labour standards set out in the International Labour Organization (ILO) Fundamental Conventions and the International Bill of Human Rights.

By integrating the below requirements in suppliers' contracts and committing to signing, the Supplier acknowledges the importance of conducting environmental and social due diligence to identify, prevent, and mitigate potential adverse impacts arising from its operations, products, or business relationships. The Supplier agrees to uphold the principles set forth in this Agreement and to implement appropriate measures that ensure respect for human rights and responsible business conduct.

Supplier Representations and Warranties

The Supplier warrants to [insert Company Name] that:

Forced Labour

- I. It does not and has not used Forced Labour in the production of any [solar/battery/wind turbine] products sold to the Company for its operations.
- II. It has conducted appropriate due diligence, taking into account the size and nature of its business and its control over relevant supply chain segments, to ensure that no Forced Labour is used at any stage of production.
- III. Following such due diligence, to the best of its knowledge, it has not procured any components of the [solar panels/battery/wind turbine] products from suppliers that have used or are using Forced Labour.

Child labour

- IV. It does not and has not used Child Labour in the production of any [solar/battery/wind turbine] products sold to the Company for its operations.
- V. All workers involved in the production of such products are above the minimum legal working age (14 years or older, in line with applicable ILO standards), and are not engaged in work that is hazardous, interferes with their education, or is harmful to their health, safety, or moral development.
- VI. It has conducted appropriate due diligence, taking into account the size and nature of its business and its control over relevant supply chain segments, to ensure that no Child Labour is used at any stage of production.
- VII. Following such due diligence, to the best of its knowledge, it has not procured any components of the [solar/battery/wind turbine] products from suppliers that have used or are using Child Labour.

Non-discrimination

- VIII. It does not discriminate against any worker on the basis of race, ethnicity, gender, age, religion, disability, sexual orientation, union membership, national origin, political opinion, or any other protected status. This applies to recruitment, employment terms, compensation, training, promotion, and contract termination practices.

Freedom of association and collective bargaining

- IX. It respects and upholds the rights of all workers to freely associate, form or join trade unions, and engage in collective bargaining, in accordance with applicable laws.
- X. It does not interfere with, or discriminate against, workers exercising these rights and, where such rights are restricted under national law, facilitates alternative mechanisms for worker representation.

Occupational health and safety

- XI. It provides a safe and healthy working environment in compliance with applicable occupational health and safety laws and standards, including:
 - The provision of personal protective equipment (PPE) at no cost;
 - Access to clean drinking water, sanitation, adequate lighting, ventilation, and temperature controls;
 - Safe and decent accommodation, where applicable;
 - Regular safety training, particularly for tasks involving hazardous materials or conditions.
- XII. It actively prevents and addresses all forms of gender-based violence and harassment in the workplace, including physical, psychological, verbal, and sexual abuse or intimidation.

Community health and safety

- XIII. It identifies, assesses, and mitigates any actual or potential adverse impacts on the health and safety of surrounding communities resulting from its operations or supply chain activities.
- XIV. It implements preventative and corrective measures in line with applicable laws, international standards, and industry best practices.
- XV. It ensures transparent and culturally sensitive engagement with affected communities and undertakes fair and lawful consultation and compensation processes before acquiring or accessing land or other natural resources.

Reporting

- XVI. It maintains accurate and up-to-date records demonstrating compliance and/or alignment with all the above commitments and stands to provide such documentation upon request by [Insert Company Name].
- XVII. It undertakes to immediately report any suspected or confirmed breach of these requirements to [Insert Company Name] and shall cooperate fully with any investigations or remedial actions initiated by the Company.

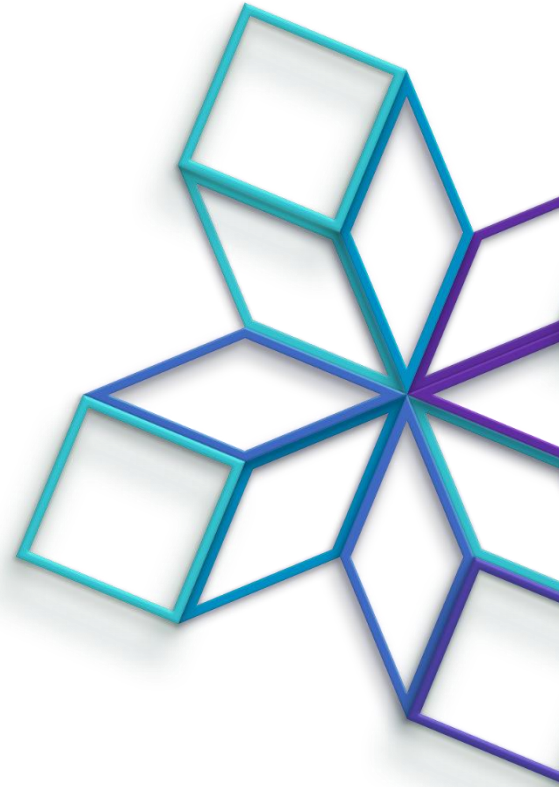
1.3 Compliance declaration

The Supplier hereby declares and agrees as follows: :

- 1. Compliance with the Supplier Code of Conduct of [Insert Company Name] is an essential requirement for a business partnership with [Insert Company Name].
- 2. We have read, understood and accepted the terms and principles set forth in the [Insert Company Name] Supplier Code of Conduct.
- 3. We commit ourselves to fully comply with the conditions and principles established in this Code, in addition to the conditions stated in any existing or future contractual supply agreements with [Insert Company Name].
- 4. In the case that we fail to comply with the provisions set out under this Code, we acknowledge that this may lead to the need for corrective actions, among which is the termination of our supply contract with [Insert Company Name], and that we may be prohibited from working with [Insert Company Name] in the future.
- 5. We will communicate [Insert Company Name]’s Supplier Code of Conduct to our workers at all levels, as well as to our own suppliers, subcontractors, agents, and any other business partners.
- 6. We agree that compliance with the Supplier Code of Conduct may be regularly assessed through announced or unannounced inspections or audits of work sites and facilities. These may be carried out by [Insert Company Name] or a third party employed by [Insert Company Name].
- 7. Where non-compliance in relation to the provisions of the Supplier Code of Conduct is identified, we will endeavour to eliminate these within an acceptable timeframe. Progress on these activities will be reported to [Insert Company Name] every three months at minimum.

Please return the signed document to [Insert Name / Position], at [Insert email address].

Company Name	Name and title	Date	Signature
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