





# **Supplier Code of Conduct**

The Fracht Australia Group 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 the Fracht Group around the globe. In order to become a business partner of The Fracht Australia Group, each and every Supplier must comply with the terms and conditions set forth in this Supplier Code of Conduct.

#### **Diversity and 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, colour, 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 recognises and respects the right to collective bargaining in accordance with applicable local laws.

### **Data Protection, Information Security, and Disclosure of Information**

The Supplier shall respect and guarantee The Fracht Australia Group, its employees, agents, and customers the right to privacy. The 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 The Fracht Australia Group 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.

# **Human Rights and Fair Labour Practices Child Labour, Forced Labour, 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 the legal requirements of their country of employment (eg 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 labour or modern forms of slavery. All labour must be voluntary. Workers must be allowed to maintain control over their identification documents (eg 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 (eg 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 (ie 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 The Fracht Australia Group. The Supplier shall comply with the above listed laws.

#### **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 reexport 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 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. The Fracht Australia Group reserves the right to terminate any transaction in which the Supplier fails to adhere to applicable international trade regulation and / or Sanction Laws.

### **Money Laundering and Financial Records**

The Supplier shall comply with all applicable national and international 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 the Fracht Australia Group's business activities shall be readily available to The Fracht Australia Group 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. The Fracht Australia Group expects its suppliers to cooperate and work closely with Fracht on improving the impact supply chain operations has on the environment. The Supplier shall ensure that environmental and climate protection are considered within its own







operations. The Fracht Australia Group requires that its suppliers report relevant data on environmental and climate protection upon request.

#### **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 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. The Supplier's employees are to be adequately educated and trained in health and safety issues. The Fracht Australia Group reserves the right to request copies of all health and safety records, training etc as it sees necessary.

# Security

The Fracht Australia Group requires that the Supplier maintain adequate security procedures to guard against the introduction of non-manifested cargo, and to handle properly hazardous items and any irregularity. The Fracht Australia Group is entrusting the Supplier with its clients cargo for transport or storage and thus, ask cargo is properly handled with the upmost care. The Supplier shall have a duty to protect and preserve all goods and resources from any deterioration, theft, misuse or misappropriation. The Supplier agrees to a possible audit to validate security standards.

# **Free Competition**

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

#### **Community Outreach**

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

#### **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 The Fracht Australia Group.

#### **Business Continuity Planning**

The Supplier shall conduct business as usual, in case of major disruptions occur (eg 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, the Supplier shall ensure to act in accordance with disaster recovery plans, to protect The Fracht Australia Group, 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 The Fracht Australia Group.







## **Respect and Duty of Care**

All Suppliers shall act with the upmost respect while working with The Fracht Australia Group, 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 the Supplier's misuse of branded or trademarked materials and equipment, the Supplier shall be removed from The Fracht Australia Group Supplier network immediately and fines and / or penalties may occur.

#### **Compliance with our Supplier Code of Conduct**

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

#### Representations and Warranties by the Supplier

The 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 labour, forced labour 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 The Fracht Australia Group and provide a supplementary report detailing such change.

#### **Reporting Violations**

The Fracht Australia Group encourages that any violations from what is outlined in this Supplier Code of Conduct be reported to <a href="mailto:fracht@frachtsyd.com.au">fracht@frachtsyd.com.au</a>

#### **General Inquiries**

If you have any questions about this Supplier Code of Conduct, please contact us at fracht@frachtsyd.com.au







# **Confirmation of agreement to Supplier Code of Conduct**

We hereby **confirm to have received** the aforementioned Supplier Code of Conduct of the Fracht Australia Group. We will comply with it and further confirm it will apply to any existing and future contractual relationships with any of the Fracht Australia Group entities and / or its subsidiaries.

Company Name
Address
Date
Company Representative Name
Company Representative Title
Company Representative Signature

Please return to <a href="mailto:frachtsyd.com.au">fracht@frachtsyd.com.au</a> or your Fracht representative.