



FABER-CASTELL
since 1761

Supplier Code of Conduct

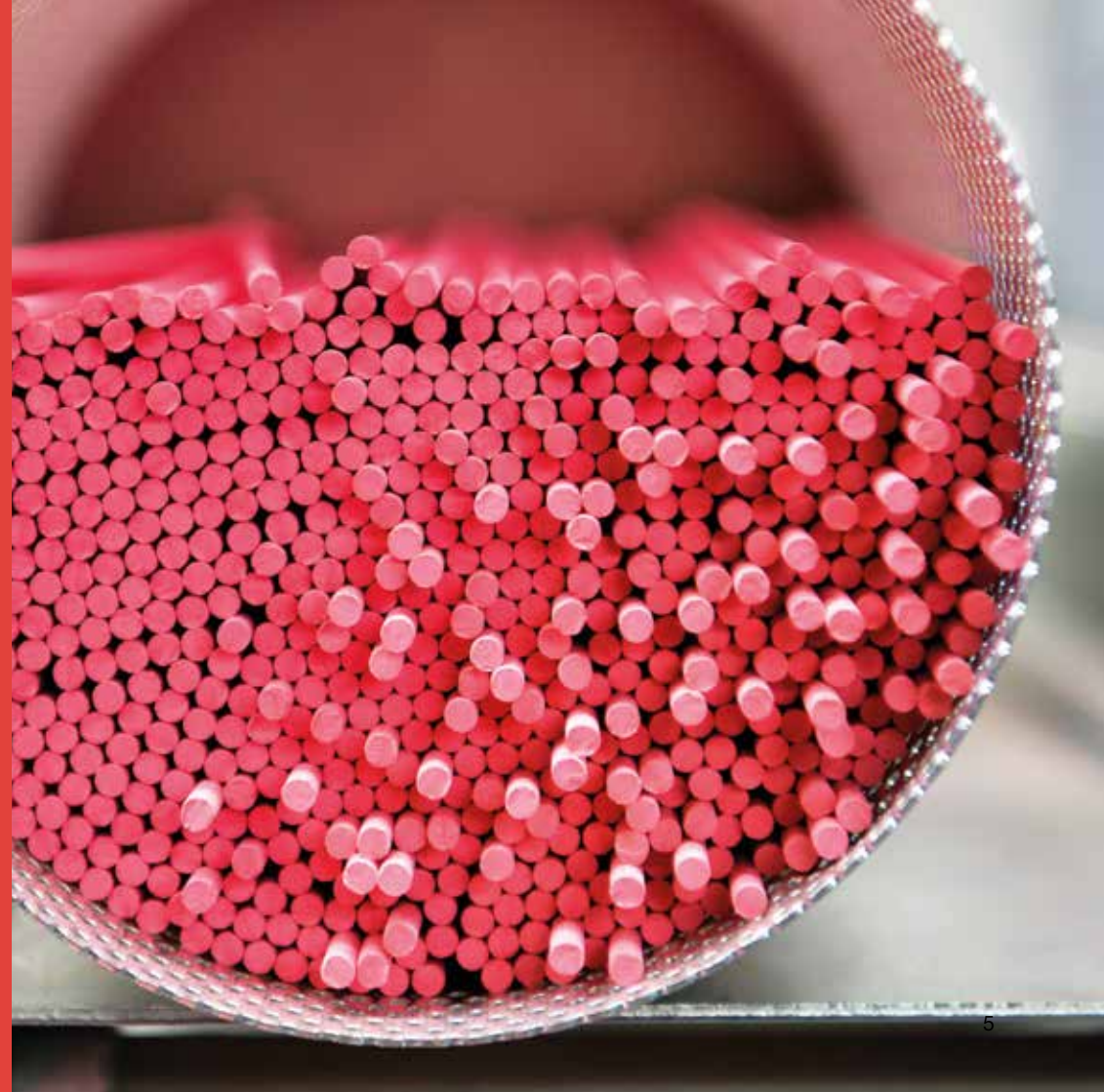



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We need you!

Supplier Code of Conduct

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Preamble

Faber-Castell AG including the companies affiliated with it according to corporate law (hereinafter jointly referred to as “Faber-Castell”) is a globally operating company which lives up to its ethical, social and ecological responsibility within the company and in dealing with its business partners.

The code of conduct specified in this Supplier Code of Conduct defines the general requirements demanded by Faber-Castell from its suppliers and service providers (hereinafter referred to as “Business Partners”). In particular, said requirements relate to the responsibility vis-à-vis people and the environment and are essential for a successful cooperation with Faber-Castell.

Each of Faber-Castell’s Business Partners agrees to safeguard and implement the principles stated below, also throughout its own supply chains. Should the Business Partner be subject to rules and regulations arising from a contractual relationship with Faber-Castell which provide for more specific provisions than this Supplier Code of Conduct, the contractual rules and regulations shall prevail.

1. General Principles

All of Faber-Castell’s Business Partners undertake to comply with the national laws, ordinances, regulations and guidelines applicable to them as well as any relevant internationally accepted standards, OECD guidelines, principles and the Universal Declaration of Human Rights. In particular, the non-conclusive legal, social and ecological basic principles which are specified hereinafter, must be observed in this context.

2. Conduct in Competition

Each of Faber-Castell’s Business Partners endeavours to take business decisions without consideration of personal concerns and solely based on factual and objective criteria and to avoid any conflicts of interest whatsoever.



2.1 Avoidance of Corruption

Each of Faber-Castell's Business Partners agrees not to tolerate corruption and thus to adhere to the international and local anti-corruption laws and standards. This also includes any benefits paid or offered to government officials or other third parties to obtain a commercial advantage. Neither shall appropriate payments or benefits be requested or offered by a Business Partner of Faber-Castell.

2.2 Antitrust and Competition Law

Faber-Castell expects its Business Partners to promote free competition. This includes compliance with all regulations under competition law as well as the corresponding national and/or international antitrust laws and laws against unfair competition. Each of Faber-Castell's Business Partners agrees not to participate in anti-competitive agreements and not to use or abuse a possibly existing dominant position on the market in violation of the respectively applicable rules of competition.

The applicable statutory provisions regarding anti-money laundering must be observed.

2.3 Confidentiality and Data Protection

The Business Partner will comply with the applicable regulatory data protection framework. Data processing will only take place in a transparent manner and to the necessary extent. The right of access and right to rectification as well as, if applicable, the right to object, to restrict processing and to erasure shall be observed.

2.4 Export and Import

The Business Partner undertakes to observe the applicable import and export control laws, in particular, sanctions, embargoes and other regulations and laws.



3. **Corporate Responsibility**

Faber-Castell undertakes to comply with the employment and working conditions as recommended by the International Labour Organisation (ILO).

Faber-Castell expects its Business Partners to adhere to the labour-law regulations applicable to them and also to safeguard the employment and working conditions for their employees as recommended by the International Labour Organisation.

3.1 Dealing with Child Labour

The Business Partner shall observe the regulations of the United Nations Universal Declaration of Human Rights and the Convention of the Rights of the Child and shall not employ staff who are younger than 16 years of age. If a national regulation regarding child labour provides for stricter criteria, the Business Partner shall give such criteria priority.

3.2 Dealing with Forced Labour

Any form of forced or compulsory labour is not tolerated. This means that the Business Partner may not use any labour which has been provided involuntarily under the threat of punishment, including forced extra hours, bonded labour, prison labour, slavery or bondage. The Business Partner also undertakes to act against forced or compulsory labour.

Accordingly, Faber-Castell expects that each Business Partner treats its employees with dignity and respect. Sanctions, fines, other punishments or disciplinary measures may only be taken or implemented in accordance with the applicable national and international rules and regulations as well as in respect of human rights.

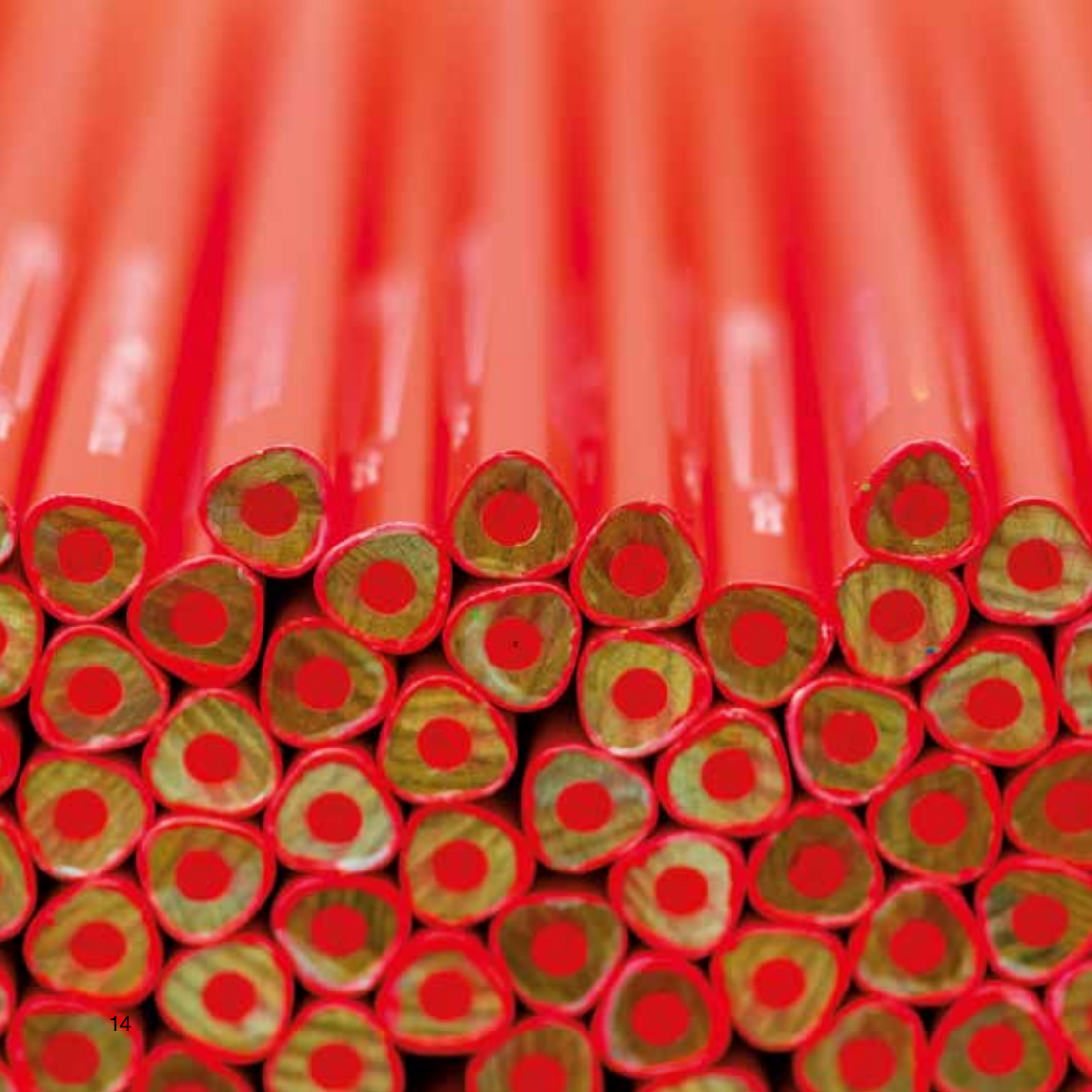
3.3 Discrimination and Harassment

The business partner must ensure equal opportunities and equal treatment regardless of race, colour, sex, religion, political opinion, nationality, social origin or any other distinguishing feature.

The business partner shall ensure that no employee is subjected to verbal, psychological, sexual and/or physical violence, coercion or similar harassment. Intimidation by the employer is strictly prohibited.

3.4 Wages and Social Benefits

Each of Faber-Castell's Business Partners shall pay its employees reasonable wages which correspond to at least the minimum wage of the respective region as provided for according to the law and/or collective agreements, and comply with the respectively applicable statutory provisions on working hours. It is not permitted to make deductions from wages which are not legally founded. In addition, employees' occupational skills shall be promoted at all levels by means of suitable training measures.



3.5 Occupational Health and Safety Protection

Each Business Partner shall adhere to the provisions regarding occupational health and safety protection applicable to it.

We expect our Business Partners to take all measures required to ensure a safe, healthy and hygienic working environment. According to Faber-Castell, these measures include, amongst other things, protective measures for dealing with hazardous substances, occupational safety measures for machines and relevant staff training sessions.

In this respect, internationally accepted occupational safety and social standards shall be complied with (amongst other things, the provision of staff rooms and water (drinking water quality)). In addition to this, the Business Partner shall promote a continuous improvement of the working environment.

3.6 Trade Unions, Employee Representation and Complaint Mechanisms

To the extent this is regionally legally permissible, each Business Partner shall accept and safeguard the fundamental right of its employees to establish trade unions and employee representations and to become a member of such unions or representations. The introduction of reporting and complaint mechanisms is desired.

4. Conduct regarding the Environment

Faber-Castell strives to deliver the best in all product categories and services without disregarding its ecological responsibility in doing so. Bearing in mind that natural resources can only be permanently protected and maintained by sustainable environmental and climate protection in compliance with national and international laws and regulations, we emphasize an environmentally-friendly and sustainable production, as our contribution to safeguarding the future.

4.1 Environment and Climate Protection

Faber-Castell expects each Business Partner to develop and manufacture products in a safe and environmentally-friendly way; this also applies to the packaging and transport of such products. This includes e.g.: an evaluation of the Business Partner's own environmental impacts, management systems (e.g.: according to ISO 14001 or an equivalent system) or an increase in resource efficiency.

It is expected that the Business Partner maintains procedures and systems which effectively optimise the use of all relevant resources such as energy, water and raw materials.

4.2 Waste and Emissions

It is expected that the Business Partner will establish procedures and systems which guarantee at least the safe handling, transport, storage, recycling, reuse and management of raw-materials, materials and waste.

The Business Partner agrees to avoid and/or minimise negative effects on human health or the environment by means of taking appropriate measures.

4.3 Process Safety

It is expected that the Business Partner uses a management system to manage working processes, taking into account any accepted safety standards. Where necessary, a specific risk analysis for plants shall be made. With regard to all plants, the Business Partner shall take measures to prevent the occurrence of incidents such as the leakage of chemicals and/or explosions.

5. Product Responsibility

5.1 Product Safety

The Business Partner undertakes to offer Faber-Castell safe and uncritical products for the intended use and further to provide Faber-Castell with all relevant product information, in particular, on the composition, use (safety data sheets, processing instructions and/or assembly/installation instructions as well as occupational safety measures) and disposal of its products, if applicable, in due time before delivery/performance. Moreover, the Business Partner agrees to make specific documents available upon request.

5.2 Clinical Trials and Animal Protection

It is expected that the Business Partner will conduct clinical trials and/or animal testing only in accordance with international regulations and applicable national and local provisions and limit such trials or tests to the absolute minimum.

5.3 Conflict Minerals

The Business Partner shall ensure that no products are delivered to Faber-Castell which contain metals, the base minerals and/or derivatives thereof originate from conflict or high-risk areas, where they directly or indirectly serve to finance or support armed groups, or do not fulfil social expectations. The EU Regulation laying down supply chain due diligence obligations, as amended from time to time, shall apply.



6. Compliance with the Faber-Castell Supplier Code of Conduct

Faber-Castell expects its Business Partners to comply with the Faber-Castell Supplier Code of Conduct. At the beginning or upon the renewal of a contractual relationship with Faber-Castell, each Business Partner shall declare its compliance with the code of conduct established in this Supplier Code of Conduct.

A violation of the code of conduct stipulated in this Supplier Code of Conduct by a Business Partner may put the business relationship with Faber-Castell at risk and result in the business relationship being terminated.

6.1 Information and Communication

This code of conduct shall be communicated by the Business Partner within its own organisation.

6.2 Monitoring

Faber-Castell reserves the right to review compliance with the aforementioned requirements either by Faber-Castell itself, by independent third parties within the framework of audits, or by viewing official certifications.

7. Ombudsmann

To strengthen the compliance system, Faber-Castell has established a global Ombudsman system (whistleblowing). Business Partners may also report violations of the Supplier Code of Conduct, in particular, cases of suspected corruption, white-collar crime or similar severe irregularities to the external Ombudsman of Faber-Castell. Confidential treatment is guaranteed.

The Ombudsman shall serve as an external and thus neutral contact person for (also anonymous) reports made by employees of Faber-Castell as well as external third parties.

The Ombudsman shall guarantee availability during normal business hours via a compliance hotline which is to be established. He may further be contacted via e-mail or post.

The Ombudsman shall inform Faber-Castell's Chief Compliance Officer of the content of the reports made, to the extent that they are relevant for compliance, without undue delay, and, if so requested by the whistleblower, maintain his anonymity.

Contacts

Chief Compliance Officer (CCO)

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Ombudsmann

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