



**Techbuyer**

# Supplier Code of Conduct

## INTRODUCTION

Techbuyer is a sustainable IT solutions provider. Our priority is to provide excellent IT performance and unrivalled customer service. We extend the life cycle of IT equipment to maximise budgets and keep quality technology in use.

As a sustainability-focused organisation, we hold high standards for social and environmental performance, which we expect and require our suppliers, partners, and contractors (henceforth 'Suppliers') to share.

## SCOPE AND PURPOSE

This Code outlines the minimum requirements for conduct across our value chain with respect to human and labour rights, the environment, and quality. All Techbuyer's Suppliers that manufacture, pack, transport, or otherwise handle goods or perform services for the Company must comply with this Code and all applicable laws and regulations in their countries and territories of operation. Where the requirements of this Code are higher than required by local laws and regulations, Suppliers must align with the requirements of this Code.

Techbuyer's Suppliers are responsible for distributing this Code to their own partners and ensuring compliance across their own value chains.

## APPLICATION

Regular progress reports on adherence to the requirements in this Code should be willingly shared with Techbuyer on an agreed period basis. Techbuyer may carry out audits in accordance with its due diligence requirements.

## PRINCIPLES

**This Code outlines expectations corresponding to five key Principles:**

- Human Rights;
- Labour Practices;
- Environment;
- Anti-Corruption; and
- Quality.

The expectations across these Principles are founded upon internationally recognised and accepted best practices, including the UN Global Compact's (UNGC) 10 Principles and the Ethical Trading Initiative's (ETI) Base Code of nine standards (which is itself based upon the conventions of the International Labour Association (ILO)).

# 1.0 HUMAN RIGHTS

## 1.1 Protect Human Rights

Suppliers must support and respect internationally proclaimed human rights (UNGC Principle 1). This includes avoiding infringing upon human rights and addressing any and all of their activities that may result in adverse impacts.

Suppliers are also encouraged to take voluntary action to make a positive contribution towards the protection and fulfilment of human rights through their core business activities, social investment/philanthropy, advocacy and public policy engagement, and/or partnerships and collective action. This should be a complement to and not a substitute for action to respect human rights.

Where appropriate, special attention should be paid to the rights of vulnerable groups, including women, children, people with disabilities, indigenous peoples, migrant workers, older persons, etc.

## 1.2 Not Complicit in Human Rights Abuses

Suppliers must avoid direct or indirect complicity in any human rights abuses (UNGC Principle 2). Complicity is defined as any way, beyond its own direct activities, that an organisation risks interfering with the enjoyment of human rights. It generally consists of an act or omission that helps another to carry out human rights abuse(s) and knowledge by the organisation that these actions or omissions could provide such help.

*Three forms of complicity are recognised:*

- 1. Direct:**  
company provides goods/services that it knows will be used to carry out abuse.
- 2. Beneficial:**  
company benefits from abuses even if it did not assist or cause them.
- 3. Silent:**  
company is silent or inactive in the face of systematic or continuous abuse.

## 1.3 No Harsh or Inhumane Treatment

Suppliers must refrain from all physical abuse or discipline, the threat of physical abuse, sexual or other harassment, verbal abuse, and/or other forms of intimidation (ETI Standard 9).

## 2.0 LABOUR

### 2.1 Employment is Freely Chosen

Suppliers must support and respect internationally proclaimed human rights (UNCG All labour from Suppliers' employees should be freely given, and employees should be free to leave in accordance with established rules after reasonable notice (UNCG Principle 4; ETI Standard 1).

Suppliers must not engage in forced, bonded, or involuntary prison labour. For the avoidance of doubt, this includes all involuntary work and/or services extracted from employees under the menace of penalty or through the requirements of employees to pay financial "deposits" or surrender their identity papers to their employer.

### 2.2 Freedom of Association and Right to Collective Bargaining

Employees and employers must, without distinction, have the right to freely and voluntarily establish or join groups and trade unions for the promotion and defence of their occupational interest (UNCG Principle 3; ETI Standard 2).

These actions must be free from fear or intimidation or reprisal. Moreover, employees' representatives must have access to carry out their representative functions in the workplace and face no discrimination.

If the right to freedom of association and collective bargaining is restricted under local law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

### 2.3 Safe and Hygienic Working Conditions

Employees' working environment must be safe and hygienic, accounting for any industry-specific hazards (ETI Standard 3). Suppliers must take adequate steps to prevent accidents and injury to health that arise in or due to the course of work. This requires minimising the causes of potential hazards as far as reasonably practicable.

Employees must have access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage. Where provided, employee accommodation will be clean, safe, and at least in line employees' basic needs.

Suppliers will assign responsibility for health and safety to a senior management representative. Employees shall receive regular and recorded health and safety training; this training shall be repeated for new or reassigned workers.

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## **2.4 No Child Labour**

Following ILO conventions (Minimum Age Convention No. 138 and the Worst Forms of Child Labour Convention No. 182), UNGC Principle 5, and the Responsible Business Alliance, Suppliers must not employ child workers. "Child" refers to any person under the age of 15, or under the age at which compulsory schooling is completed in their country of residence, or under the minimum age for employment in their country of residence, whichever is greatest. In any case, employees under 18 years of age (Young Workers) shall not engage in activities likely to jeopardise their health and safety, such as night shifts, overtime, or working in hazardous conditions.

There shall be no new recruitment of child labour as defined above. If an occurrence of child labour is identified within the Supplier's operations, the Supplier must remove the child from the workplace and provide them with alternatives including school enrolment and income-generating alternatives for above-working-age members of the family (UNGC Principle 5; ETI Standard 4). Suppliers will develop and/or participate in and contribute to policies and programmes which will support sustained transitions to these alternatives.

## **2.5 Living Wages are Paid**

Wages and benefits paid by Suppliers to employees for a standard working week must meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event, wages should always be enough to meet basic needs and to provide some discretionary income (ETI Standard 5).

Before workers enter employment, Suppliers shall provide them with written and understandable information about their employment conditions and wages. Each time an employee is paid, Suppliers will similarly provide written and understandable information about the particulars of their wages for the pay period concerned.

All disciplinary measures should be recorded, and deductions from wages as a disciplinary measure shall not be permitted. No deductions from wages that are not provided for by national law shall occur without the express permission of the worker concerned.

## **2.6 Working Hours are not Excessive**

Working conditions must comply with national laws, collective agreements, and the international labour standards provisions outlined below (whichever affords the greater protection for workers).

Suppliers will define employees' working hours (excluding overtime) in workers' contracts, and these hours shall not exceed 48 per week (ETI Standard 6). All overtime shall be voluntary and used responsibly taking into account the extent, frequency, and hours worked by individual workers and the workforce as a whole. Overtime shall not be used to replace regular employment. Suppliers confirm that Child and Forced Labor, as defined by the International Labor Organization (ILO) or forced labor, where the worker cannot leave or terminate employment freely.

The total hours worked in any seven-day period shall not exceed 60 hours, except in exceptional circumstances where all of the following are met:

1. this is allowed by national law;
2. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
3. appropriate safeguards are taken to protect the workers' health and safety; and
4. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

Workers shall be provided with at least one day off in every seven-day period or, where allowed by national law, two days off in every 14-day period.

## **2.7 No Discrimination**

Suppliers are expected to select employees based solely on their ability to do the job with no distinction, exclusion, or preference made on other grounds (UNCG Principle 6; ETI Standard 7).

Suppliers will not discriminate against employees or potential employees during hiring, compensation, access to training and vocational guidance, promotion, termination, or retirement. Discrimination is defined as treating people differently or less favourably because of characteristics that are not related to their merit or the requirements of the job. These commonly include factors relating to employees' race, colour, sex, religion, political opinion, national extraction, social origin, age, disability, HIV/AIDS status, trade union membership, marital status, pregnancy, and sexual orientation. Workers shall be provided with reasonable accommodation for religious practices and will not be subjected to medical tests (including pregnancy or virginity tests) or physical exams that could be used in a discriminatory way.

## **2.8 Regular Employment is Provided**

Suppliers must ensure that, to every extent possible, work performed by employees is on the basis of recognised employment relationships established through national law and practice (ETI Standard 8).

Suppliers shall honour their obligations to employees under labour or social security laws and regulations arising from the regular employment relationship. These obligations shall not be avoided through the use of labour-only contracting, sub-contracting, homeworking arrangements, excessive use of fixed-term contracts of employment, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.

## 3.0 ENVIRONMENT

### 3.1. Precautionary Approach to Environmental Challenges

Suppliers shall take a precautionary approach to environmental risks and challenges, which involves the systematic application of risk assessment, risk management and risk communication (UNGC Principle 7). Where there are threats of serious or irreversible environmental damage, suppliers shall not use a lack of scientific certainty as a grounds for postponing cost-effective measures to prevent this environmental degradation.

Suppliers can support a precautionary approach by providing complete information on any and all potential risks to relevant stakeholders, including supply chain actors, consumers, and the general public. Suppliers will also obtain prior approval from necessary bodies before bringing to market products deemed to be potentially hazardous.

Techbuyer are an approved member of IEMA, qualified in delivering recognised training for Pathways to net zero and sustainability in the workplace. Suppliers are encouraged to work with Techbuyer on environmental issues.

### 3.2. Promote Greater Environmental Responsibility

Suppliers have the responsibility to ensure that activities within their own operations do not cause harm to the environment, and they are expected to engage in initiatives that will promote greater protection of the environment including (but not limited to) those outlined below (UNGC Principle 8). Alongside our accordance with the UNGC principles we also support the UN SDGs and actively encourage our suppliers to do so too.

1. Develop sustainability targets and indicators (addressing environmental, social, and economic concerns).
2. Establish a sustainable production and consumption programme with clear performance objectives to take the organisation beyond compliance in the long term.
3. Work with product designers and suppliers to improve environmental performance and extend responsibility throughout the value chain.
4. Measure, track, and communicate progress on inspiring sustainability principles into business practices, including reporting against global operating standards and applying strategies for continuous improvement based on results of these assessments.



### 3.3. Develop and Diffuse Environmentally Friendly Technologies

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Suppliers shall encourage the development and application of technologies that pollute less, use resources more sustainably, recycle more of their wastes, and/or handle residual wastes more sustainably than existing technologies (UNGC Principle 9). This can include cleaner production processes and pollution-prevention technologies as well as end-of-pipe and monitoring technologies. Suppliers should re-use and recycle materials wherever possible. Products should be designed to simplify re-use and recycling. In keeping with the philosophy of a circular economy suppliers should make best decisions to avoid reusable materials being scrapped or sent to landfill.

***At a site level, Suppliers are encouraged to use the following methods to do this.***

1. Changing process or manufacturing techniques.
2. Changing input materials.
3. Making changes to product design or components.
4. Reusing materials on site.

***At a strategic level, Suppliers are encouraged to use the following methods to do this.***

1. Making information available to stakeholders that illustrates the environmental performance and benefits of using environmentally sound technologies.
2. Refocusing research and development towards 'design for sustainability'.
3. Using life-cycle assessments in the development of new technologies and products.
4. Examining investment criteria and the sourcing policy for suppliers and contractors to ensure that tenders stipulate minimum environmental criteria.
5. Co-operating with industry partners to ensure that the best available technology is also available to other organisations.

## 4.0 ANTI-CORRUPTION

### 4.1. Work Against All Forms of Corruption

Suppliers shall work against all of these forms of corruption from the minor use of influence to institutionalised bribery and extortion as defined below (UNGC Principle 10).

Extortion is a solicitation of bribes accompanied by threats that endanger the personal integrity, health, and/or life of the private actors involved. A bribe is defined as an offer or receipt of any gift, loan, fee, reward, or other advantage to or from any person as an inducement to do something that is dishonest, illegal, or a breach of trust.

### 4.2. Non-compliance consequences

- a. Develop sustainability targets and indicators (addressing environmental, social, and economic concerns).
- b. Establish a sustainable production and consumption programme with clear performance objectives to take the organisation beyond compliance in the long term.
- c. Work with product designers and suppliers to improve environmental performance and extend responsibility throughout the value chain.



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