

Code of Conduct for Suppliers of the OSRAM, OSRAM SYLVANIA, OSRAM Società Riunite and OSRAM Edison-Clerici Companies

July 2011

This Code of Conduct defines the basic requirements placed on suppliers of goods and services of OSRAM, OSRAM SYLVANIA, OSRAM Società Riunite, OSRAM Edison-Clerici and their parent, subsidiary and affiliated companies ["OSRAM"] concerning their responsibilities towards their stakeholders and the environment. OSRAM reserve the right to reasonably change the requirements of this Code of Conduct due to changes of the OSRAM compliance program. In such event OSRAM expects the supplier to accept those reasonable changes.

The supplier declares herewith:

- **Legal compliance**
 - to comply with the laws of the applicable legal system(s).
- **Prohibition of corruption and bribery**
 - to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- **Respect for the basic human rights of employees¹**
 - to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
 - to respect the personal dignity, privacy and rights of each individual;
 - to refuse to employ or make anyone work against his will;
 - to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - to comply with the maximum number of working hours laid down in the applicable laws;
 - to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- **Prohibition of child labor²**
 - to employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.
- **Health and safety of employees**
 - to take responsibility for the health and safety of its employees;
 - to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - to provide training and ensure that employees are educated in health and safety issues;
 - to set up or use a reasonable occupational health & safety management system.³
- **Environmental protection⁴**
 - to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - to minimize environmental pollution and make continuous improvements in environmental protection;
 - to set up or use a reasonable environmental management system³.
- **Supply chain**
 - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - to comply with the principles of non discrimination with regard to supplier selection and treatment.

¹ Declaration of Human Rights in Resolution 217 A (III) dated 10.12.1948, <http://www.unhcr.ch/udhr/navigate/alpha.htm>

² Declaration of the International Labour Organisation on basic labour principles and rights www.ilo.org/public/english/standards/index.htm

³ For details see www.osram.com/suppliers

⁴ Rio Declaration on the Environment and Development, <http://www.un.org/esa/sustdev/documents/agenda21/index.htm>

For further information see www.osram.com/suppliers

Code of Conduct - Declaration of the Supplier

We hereby declare the following:

1. We have received a copy of the Code of Conduct for Suppliers of the OSRAM, OSRAM SYLVANIA, OSRAM Società Riunite, OSRAM Edison-Clerici and their parent, subsidiary and affiliated companies ["OSRAM"] (hereinafter "Code of Conduct"), dated July 2011 and hereby commit ourselves, in addition to our commitments set out in the supply agreements with OSRAM, to comply with its principles and requirements.
2. We will provide OSRAM - but not more than once a year - upon request either, at our option, with (i) a written self-assessment in the form provided by OSRAM or (ii) a written report approved by OSRAM describing the actions taken or to be taken to assure our compliance with the Code of Conduct.
3. We agree that OSRAM or a third party appointed by OSRAM and reasonably acceptable for us, shall be entitled (but not obliged) to conduct - also at our premises - inspections in order to verify our compliance with the Code of Conduct.
Any inspection may only be conducted upon prior written notice of OSRAM, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with our business activities nor violate any of our confidentiality agreements with third parties.
We further agree to reasonably cooperate in any inspections conducted and to bear our expenses in connection with such inspection; OSRAM will bear its expenses.
4. In addition to any other rights and remedies OSRAM may have, in the event of (i) our material or repeated failure to comply with the Code of Conduct or (ii) our denial of OSRAM' right of inspection as provided for in the third paragraph of this article, after providing SUPPLIER reasonable notice and a reasonable opportunity to remedy, OSRAM may terminate any purchase agreement entered into and/or any purchase order without any liability whatsoever.

Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding of the child labor as set out in the Code of Conduct or willful failures to comply with the Code of Conduct.

5. We agree that this declaration is subject to the substantive law, legal proceedings and venue which is set out in the purchase agreement and/or purchase order concluded between OSRAM and us and that, in the event no such agreement is yet established, is subject to the legal proceedings and substantive law (without reference to any of its conflict of law rules) in force at the place of the respective OSRAM-Purchasing Unit.

Place, date

Signature

Name (BLOCK CAPITALS), Function

Company Name / Seal

This document must be signed by an authorized representative of the company and returned to OSRAM within 20 working days of receipt. Please return to:

- OSRAM AG, Global Purchasing, Hellabrunner Strasse 1, 81543 Munich, Germany** or scanned with signature in electronic form to e-mail supplier-management@osram.com
- OSRAM Sylvania, Corporate Purchasing, 100 Endicott Street, Danvers, MA 01923, USA** or scanned with signature in electronic form to e-mail corppurch@sylvania.com or to the well-established purchasing contact.

Requested by OSRAM department:

Date: