

Sustainable Supplier Charter



REXEL

a world of energy

Committing to a sustainable value chain

The Rexel Group and its 26,000 employees are committed every day to combining performance, compliance and social responsibility. As a signatory of the United Nations Global Compact, **Rexel commits to promote good working conditions, respect for the environment and ethics throughout its value chain.**

Rexel's purchases play a major role in the Group's sustainable development strategy and make a positive contribution to the economic, social, environmental and societal performance of its partners. As a major distributor, Rexel's objective is to ensure that the equipment and solutions it offers its customers comply with the high sustainable development standards that the Group promotes.

The Sustainable Supplier Charter formalizes Rexel's expectations towards its suppliers, service providers, contractors and subcontractors. Rexel and its employees are committed to these principles. The Charter is thus the cornerstone of lasting commercial relationships and is intended to always be associated with purchase contracts.

This approach creates value for all and requires the **ongoing commitment of the Group's employees and its business partners.** It will strengthen the relationships of trust established between Rexel and its partners, in particular suppliers and customers.

Guillaume Dubrulle and José Prétot
Group purchasing and supplier relationship

Building sustainable relationships with our Suppliers

Rexel shares with all its partners a major responsibility for the sustainable development of the electricity sector. The Group requires its suppliers, service providers, contractors and subcontractors (the “Suppliers”) to comply with the principles of the Sustainable Supplier Charter. It formalizes the commitments expected by Rexel from its Suppliers in terms of ethics, respect for human rights, protection of employees’ rights, respect for the environment and compliance with applicable laws and regulations.





By adhering to this Charter, the Supplier undertakes to respect and implement, and to ensure that its own Suppliers respect and implement, all the principles set out therein, in accordance with their contractual commitments, and to comply with all applicable laws and regulations.

In the event of non-compliance with the provisions of the Charter, the commercial relationship with the Supplier may be reviewed and corrective measures may be taken, subject to the provisions of the corresponding contract(s).

Rexel undertakes to respect and implement all of these principles, and to ensure compliance and implementation by its own suppliers, subcontractors, and service providers, and to comply with all applicable laws and regulations⁽¹⁾.

The Group has made sustainable development a key vector of its growth and implements these principles every day at the very core of its business activities. These efforts are recognized by many independent organizations.

Committed to a formalized progress approach, in particular through its Ethics Guide and its Environmental Charter, the Rexel Group wishes to support its Suppliers whenever possible in a continuous improvement process of their sustainable development performance.

Accordingly, in 2013, Rexel decided to assess Suppliers' sustainable development performance using the EcoVadis platform and carrying out targeted audits. At the end of 2020, more than 170 suppliers, representing 60% of the Group's direct purchases, had been assessed.

(1) See chapter "Rexel commitments".



Human Rights

1. Child labor

The Supplier undertakes not to employ persons who have not reached the legal minimum age for admission to employment in the country where the work is carried out, in accordance with the Convention on the Rights of the Child (article 32). This age must comply with the principles defined by the International Labor Organization (ILO).

2. Forced labor

The Supplier undertakes not to use forced or compulsory labor as defined in the ILO conventions, *i.e.* any work or service exacted

from any individual under the threat of any penalty and for which the individual has not offered himself voluntarily.

The Supplier shall comply with local legislation regarding the fight against modern slavery.

3. Discrimination

The Supplier undertakes not to exercise any distinction, exclusion or preference based on color, gender, religion, political opinion, national descent or social origin which has the effect of destroying or altering equality of opportunity or treatment in employment or occupation.

The Supplier shall comply with local legislation regarding the employment of persons with disabilities and the fight against all forms of discrimination.

Working conditions

1. Occupational health and safety

The Supplier undertakes to protect the health, safety and well-being of its employees, service providers, subcontractors, visitors and any person likely to be affected by its activities. To this end, health and safety risks are identified and assessed on a regular basis. Preventive and protective measures are put in place.

2. Harassment

The Supplier undertakes not to subject its employees to physical sanctions or to harassment or abuse of a physical, sexual, psychological or verbal nature.

3. Working time and wages

The Supplier shall comply with local legislation on working hours, including overtime. In the absence of national laws, ILO standards shall apply.

The Supplier shall comply with local legislation on minimum wages, benefits and overtime pay. It undertakes to pay employees their wages on a regular basis and to clearly inform them of their remuneration conditions.

4. Social dialogue

The Supplier respects the rights of workers to freedom of association and collective bargaining. Workers are free to join or not to join any association of their choice.



Environment

1. Environmental management

The Supplier undertakes to implement an appropriate environmental management system to identify, assess, prevent and reduce the negative environmental impacts of its activities and products. It controls the consumption of energy, water and raw materials in order to optimize the sustainable use of resources in its activities.

The Supplier undertakes to comply with all applicable laws and regulations regarding environmental protection.

2. Climate change

In order to reduce its impact on climate change, the Supplier shall annually assess and publish its greenhouse gas emissions on scopes 1, 2 and the main categories of emission of scope 3 in accordance with ISO 14069.

Rexel encourages the Supplier to adopt quantified greenhouse gas emission reduction targets in accordance with the Paris Agreements and in particular by joining the Science Base Targets initiative.



Ethics and compliance

1. Corruption

The Supplier operates its business in accordance with integrity and impartiality and in accordance with applicable anti-corruption laws and regulations and rejects any form of corruption in the conduct of its business. In particular, the negotiation and performance of contracts must not give rise to conducts or acts that may be qualified as corruption, trading in influence, or similar and equivalent offences, both within the meaning of French criminal law and within the meaning of the various applicable laws.

For all definitions, the Supplier is invited to read the Rexel anti-corruption code of conduct

<http://ethique.rexel.com/en/home/guide/2/code-de-conduite-anticorruption>.

2. Gifts and travel

The Supplier shall refrain from directly or indirectly offering, soliciting or accepting any gift, invitation, or any other benefit that could influence or be perceived as influencing a business relationship.

Gifts and invitations that may be acceptable must be of nominal value and must not be of such a nature as to influence the judgment of the person receiving them.

3. Conflict of interests

Situations likely to present a risk of real or apparent interference between the personal interest of an employee or his or her close relatives and the interests of the Group are to be avoided. The mere appearance of a conflict of interest is harmful.

The Supplier undertakes to inform Rexel of any situation where there could be a real or potential conflict of interest with the Group's employees or their close relationships for circumstances to be duly analyzed on a case-by-case basis.

The persons informed must be the contact person within Rexel, as well as at least one of the following persons: the manager of his contact at Rexel, the ethics correspondent, the legal director or the ethics and compliance officer.

4. Competition and antitrust

The Supplier undertakes to conduct its activities in compliance with the applicable competition and antitrust laws and regulations. The Supplier undertakes to promote and preserve healthy and effective competition within its environment. In particular, the Supplier undertakes neither to solicit nor to transfer any information, the communication of which would constitute an infringement of competition law.

5. Duty of Care

The Supplier undertakes to select in turn suppliers, service providers, contractors and subcontractors who meet the same level of requirements as it does with regard to respect for ethics, human rights, fundamental freedoms, the health and safety of persons and the environment in all countries where they operate.

6. Insider trading

The Supplier and its employees undertake not to disclose nor use, directly or indirectly, any information likely to have an impact on the share price of Rexel SA.

The Supplier and its employees shall comply with applicable legislation on insider trading. They shall refrain from disclosing or using confidential documentation and information obtained in the context of their business relationship with Rexel as a basis for transactions or to enable third parties to trade in Rexel SA shares or related financial instruments.

7. Trade controls: exports and imports

The Supplier undertakes to implement commercial practices that comply with the laws and regulations applicable to exports and imports, and undertakes to provide all information relating to the goods and services supplied, notably in view of obtaining export or import licenses or agreements, where applicable.

8. Protection of information and data

The Supplier commits to a responsible and reasonable use of information handled and ensures the proper handling of sensitive information, including confidential, proprietary information and personal data. The information may not be used for purposes other than those for which it was provided.

The Supplier must protect any confidential or proprietary information, including personal data, against unauthorized access, destruction, misuse, alteration and disclosure, by means of appropriate physical and electronic security procedures. In the event of a cyberattack, the Supplier shall immediately notify Rexel.

The Supplier shall comply with the applicable data protection and privacy legislation.

9. Whistleblowing

Rexel encourages the Supplier to implement a clear process allowing its employees, suppliers, service providers, contractors, subcontractors and any other person, to voice queries or concerns, particularly in terms of ethics, without prejudice to the person issuing the alert.



Products and product information

1. Health, safety and environmental risks related to the products

The Supplier includes environmental, health and safety criteria into the purchase of products and services, the design, production and implementation of its own products and services to reduce their impact in these areas throughout their life cycle, while maintaining and/or improving their quality.

The Supplier undertakes to inform Rexel of the presence in the products supplied of hazardous chemical substances that may be released during the life cycle of the products, and not to supply Rexel with any product likely to contain substances prohibited by the laws applicable in the country or countries of destination of the product.

In particular, the Supplier complies in Europe with Regulation n° 1907/2006/EC, known as the “REACH” Regulation, amended in 2018 by Regulation n° 2018/675/UE, and Directive 2017/2102/UE amending Directive 2011/65/UE, known as the “RoHS” Directive.



2. Conflict minerals

The Supplier shall comply with applicable laws and regulations regarding “conflict minerals”, including tin, tungsten, tantalum and gold. In addition, the Supplier shall implement a management system to ensure that the tin, tungsten, tantalum and gold contained in the products it manufactures or supplies do not finance or benefit directly or indirectly armed groups that commit serious human rights violations.

In particular, the Supplier complies in Europe with Regulation n° 2017/821 regarding conflict minerals and in the United States with Section 1502 of the Dodd Frank Act.

3. Fight against planned obsolescence

The Supplier undertakes to promote ecodesign practices and to fight against planned obsolescence. Planned obsolescence refers to the set of techniques by which a manufacturer aims to deliberately reduce the lifespan of a product in order to increase its replacement rate.



Evaluation of Suppliers

The Supplier undertakes to join forces with the Rexel Group to apply the Sustainable Supplier Charter as effectively as possible. In particular, it agrees to have its status, with respect to these principles, assessed or audited by the Group or third-party organizations mandated for this purpose.

Where, due to special circumstances, the Supplier is unable to comply with certain principles of the Charter, it shall immediately inform the Group entity concerned to agree together on the corrective measures to be implemented.

Rexel commitments

Suppliers play a key role in Rexel's development and success. In a spirit of reciprocity and joint improvement of value chain practices, Rexel is also committed to its Suppliers, notably through its purchasing teams.

Rexel and its employees are committed to complying with the same undertakings as Suppliers, as defined above, in terms of Human Rights, working conditions, the environment, ethics and compliance.

In particular, in a responsible purchasing approach, Rexel and its employees commit to:

Integrity

- Not soliciting, receiving, offering nor giving any gift nor invitation, nor any other benefit that could influence or be perceived as influencing business relations with the Suppliers.
- Avoiding any conflict of interest, real or apparent.

Professionalism

- Treating Suppliers with honesty and loyalty.
- Selecting Suppliers according to criteria that promote transparency, notably by encouraging competitive bidding and the formalization of commitments.

Privacy

- Guaranteeing the confidentiality of non-public data communicated during business relationships as well as the intellectual property rights of its Suppliers.

Competition

- Complying with the applicable legislation, applying the Competition Guide and following competition law training courses.
- Respecting competition law in its business relationships with Suppliers, customers and competitors.
- Refraining from sharing commercially sensitive information with its Suppliers and competitors.

Environment

- Reducing greenhouse gas emissions by 35% in Rexel operations (scopes 1 and 2) by 2030 compared to 2016⁽¹⁾.
- Reducing by 45% of the carbon intensity of the products and services sold by the Group by 2030 compared to 2016⁽¹⁾.

Sustainable development

- Integrating the social, environmental and ethical performance of Suppliers into the Supplier selection criteria.

Alerts

Do you have a question or concern?

Any person in contact with Rexel, and in particular with the Group's Suppliers, service providers and subcontractors, may have concerns or questions about certain practices and need help or advice. In this case, it is advisable to contact an ethics correspondent or Rexel's Compliance Officer using the following form:

<https://www.rexel.com/en/ethic-contact>.

Would you like to alert us?

In order to collect all professional alerts, in particular those relating to the content of this Charter, the Group has set up a system allowing you to contact Rexel's Ethics Committee. This system, which is accessible to all, guarantees not only the confidentiality of the identity of the author of the alert, but also the confidentiality of the identity of the persons concerned by the alert and of the information collected in this context. The alert system can be accessed at the following address:

<https://www.rexel.com/en/ethical-alert>

This Charter shall not contradict any existing contractual commitment between the Supplier and Rexel. Unless otherwise provided for in the contracts, Suppliers are bound, in the event of a conflict, to comply with the terms of the contracts. The Charter should be associated systematically with purchasing contracts.

(1) Targets validated by the Science Based Targets initiative.

References

- Ethics Guide
<http://ethique.rexel.com/en>
- Anti-corruption code of conduct
<https://ethique.rexel.com/en/anti-corruption-code-of-conduct/introduction/>
- Competition law guide
<https://ethique.rexel.com/en/competition-law/introduction/>
- Environmental charter
https://www.rexel.com/content/uploads/sites/2/2016/01/charter_dd_gb.pdf
- Conflict minerals statement
<https://www.rexel.com/content/uploads/sites/2/2019/11/Conflict-minerals-Statement.pdf>
- Activity report
<https://today.rexel.com/en>
- The Universal Declaration of Human Rights
<https://www.un.org/en/universal-declaration-human-rights>
- International labour standards of the International Labour Organization (ILO)
www.ilo.org
- Convention on the Rights of the Child
<https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>
- Sustainable Development Goals
<https://www.un.org/sustainabledevelopment/sustainable-development-goals>
- United Nations Global Compact
www.unglobalcompact.org

Contacts

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<https://www.rexel.com/en/ethic-contact/>

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