Corporate responsibility is a fundamental element of Jenoptik’s commercial success.

In addition to upholding high legal and ethical standards when dealing with its own employees, business partners, and other company stakeholders, this also includes sustainable management to promote the company’s social responsibility.

Jenoptik expects its sales partners to uphold the same legal and ethical standards.

This Code of Conduct defines the Jenoptik Group’s requirements for its sales partners with regard to compliance with national and international laws, regulations, and standards.

It applies to all sales partners of JENOPTIK AG and its affiliated companies (as defined by Article 15 of the Stock Corporation Act (AktG)) (hereinafter “Jenoptik”).

The sales partner shall undertake to comply with the following principles.

1. Compliance with laws and regulations

The sales partner warrants that it complies with all relevant national and international laws in and in connection with the provision of services for Jenoptik, and that it takes steps to keep itself regularly informed of any changes to these laws.

This applies, in particular, to the laws of the country in which services are provided and in which the supplier and (if not the same) any end customer has its registered office.

2. Observance and guarantee of human rights

The sales partner warrants that it complies with internationally recognized human rights standards and does not tolerate any infringement of these standards by third parties.

2.1 Prohibition of forced and child labor

The sales partner does not tolerate any form of forced labor, slavery, human trafficking, or other exploitation of employees, or any form of child labor.
2.2 Prohibition of discrimination and unequal treatment

The sales partner does not accept any form of discrimination, unfavorable, or unequal treatment, for example based on race, ethnic or national origin, skin color, gender, religion or belief, political affiliation, disability, age, marital status, sexual identity, or other personal traits. It respects the privacy and personal rights of its employees.

2.3 Assurance of fair working conditions and hours

The sales partner ensures fair working conditions and complies with all applicable health and safety regulations. In particular, it warrants that it complies with all statutory regulations relating to working hours.

2.4 Assurance of fair pay

The sales partner ensures fair pay for its personnel. It warrants that it complies with all statutory minimum wage provisions applicable in its provision of services for Jenoptik, including relevant documentation and retention obligations.

2.5 Respect for freedom of association and right to organize

The sales partner warrants that it respects its employees’ freedom of association and right to organize in accordance with the relevant laws and provisions.

3. Prohibition of corruption and bribery

The sales partner does not tolerate bribery, corruption, or other corrupt conduct.

In and in connection with the provision of services for Jenoptik, it complies with all relevant national and international anti-corruption legislation (e.g. UK Bribery Act, Foreign Corrupt Practices Act).

The sales partner further warrants that it does not offer, promise, or grant unlawful payments, donations, gifts, or other assets to public officials, other private or public decision-makers, or other business partners, either directly or indirectly, and does not seek to exercise any unlawful influence on their decision-making.

The sales partner will also neither demand, accept, nor tolerate the promise of any unlawful benefits from third parties.

4. Avoidance of conflicts of interest

The sales partner warrants that it has no personal, business, or legal conflicts of interest in and in connection with the provision of services for Jenoptik. It will also undertake to provide immediate notification of potential conflicts of interest (including those of its employees and agents), in particular those relating to personal relationships with Jenoptik employees or business partners.

5. Fair conduct in the marketplace and fair competitive practices

Jenoptik expects its sales partners to engage in market and competitive practices that are fair, ethically responsible, and law-abiding.

5.1 Prohibition of antitrust practices

The sales partner warrants that it refrains from antitrust and anticompetitive agreements in and in connection with the provision of services for Jenoptik, this to include impermissible price, territorial, market-sharing, and collusive bidding agreements, and that it complies with the regulations of the relevant antitrust laws.

5.2 Protection of information

The sales partner ensures the protection of confidential information that becomes known to it in the process of providing services for Jenoptik, as well as other trade and business secrets, and complies with the relevant laws relating to the protection of intellectual property. Confidential information and documents may only be used for the purposes agreed in the respective business
relationship and may not be passed on or otherwise made accessible to third parties without authorization.

The sales partner also undertakes to comply with the applicable national and international data protection laws.

5.3 Compliance with foreign trade law provisions

If applicable within the scope of providing services for Jenoptik, the sales partner warrants that it complies with all relevant national and international foreign trade law and customs provisions, such as the relevant laws on importing and exporting goods, services, technologies, software, and information, and on embargoes and other sanctions. In particular, it undertakes to comply with all relevant provisions of national and international customs and foreign trade law, and provide in good time and in writing all papers, documents, data, and information required for compliance of the relevant customs and foreign trade laws on export, import, and re-export (e.g. official permits to be obtained or existing obligations to register).

6. Commitment to the environment

The sales partner warrants that it complies with all relevant national and international environmental protection regulations in and in connection with the provision of services for Jenoptik and is committed to the responsible use and procurement of natural resources. In particular, it ensures the establishment of an appropriate environmental management system.

7. Communication of the principles in this Code of Conduct to third parties

The sales partner undertakes to communicate to and bind its employees, legal representatives, agents, and other third parties involved in and in connection with the provision of services of Jenoptik to the principles set out above.

At Jenoptik’s request, it will demonstrate this to Jenoptik in the event that reasonable grounds to do so exist.

8. Consequences of infringements

The sales partner is obliged to notify Jenoptik without delay if it suspects an infringement of the obligations set out in this Code of Conduct in connection with the provision of services for Jenoptik and to support Jenoptik in resolving any such cases. Any suspicions can be communicated to its contact at Jenoptik or employees in Corporate Compliance & Risk Management. The sales partner also gives its employees the opportunity to report infringements in confidence. In the event of serious infringements of this Code of Conduct, Jenoptik is authorized, in particular, to immediately end all contractual relations with the contracting party and terminate them without notice. In all cases, the sales partner is obliged to remedy any infringements without delay.

Jenoptik reserves the express right to claim damages from the sales partner in the event of an infringement of this Code of Conduct for which the sales partner is responsible. The sales partner exempts Jenoptik from all claims made by third parties based on infringements of this Code of Conduct for which the sales partner is responsible in the provision of services for Jenoptik.

In the event of a serious infringement of the principles of this Code of Conduct for which the sales partner is responsible, Jenoptik is authorized to demand the return of any commissions or discounts granted that have been used for undue activities.

The sales partner grants Jenoptik the right and declares its consent for Jenoptik, should it have reasonable grounds to believe that the sales partner has committed a serious infringement of the above assurances and obligations, and following prior notification provided within a reasonable period of time, to inspect the files and documents of the sales partner that are directly associated with its services for Jenoptik through an auditor and/or lawyer who is bound by professional secrecy. The sales partner is authorized and obliged to participate in this audit.
9. Final provisions

This Code of Conduct is subject to the laws in effect at the registered office of the Jenoptik company responsible for concluding the contract.

Last updated: June 2019

Dr. Stefan Traeger
Chairman of the Executive Board

Hans-Dieter Schumacher
Chief Financial Officer

Contact JENOPTIK AG | Compliance & Risk Management
Carl-Zeiss-Strasse 1 | 07743 Jena | Germany
P +49 3641 65-2235 | risk-compliance@jenoptik.com

The content of this publication address all genders equally. For better readability, the masculine forms are used normally.