

Third party Code of Conduct
CMA CGM





Vice Chairman

Réf. : 2014.12.1238/RJS/chb

Dear valuable Partner,

In 35 years, the CMA CGM Group has become one of the leading players in the global economy and is the world's third largest container shipping company. The Group offers today a complete range of activities including shipping, port handling facilities, as well as inland logistics. Its main objective is to offer customers all over the world proactive and innovative services allying quality and high performance with protection of the environment.

CMA CGM is determined to conduct its business activities in a responsible, transparent and ethical way, remaining true to its values as exemplified in its Code of Ethics.

We expect our Partners to have the same level of standards. CMA CGM has therefore developed the Third Party Code of Conduct enclosed herewith.

We kindly ask you to acknowledge receipt of this Third Party Code of Conduct and return it duly completed and signed to your usual contact within the CMA CGM organisation or directly to ho.ethics@cma-cgm.com.

We remain at your disposal should you have any further questions regarding this Third Party Code of Conduct.

Thank you for your support,

Sincerely,

Rodolphe SAADE

A handwritten signature in blue ink, appearing to read 'SAADE', with a large circular flourish above the first few letters.

Third party Code of Conduct

CMA CGM

As expressed in its Code of Ethics, the Group CMA CGM is committed to conducting business according to the highest standards of integrity, in strict compliance with applicable laws and regulations. The Third Party Code of Conduct (“the Code”) sets forth non-negotiable minimum standards that CMA CGM expects from their partners when conducting business with or on its behalf. By acceptance of this Code, the partner commits that all agreement and business relationships with CMA CGM are subject to the provisions contained herein.

01 Human Rights

CMA CGM's partners must strictly commit to respecting the protection of internationally proclaimed Human Rights as defined in the Universal Declaration of Human Rights.

02 Labor standards

Prison and forced labor

The partner must, under no circumstances, use or in any other way benefit from forced or compulsory labor as set forth in International Labor Organization's (“ILO”) conventions n°29 and n°105. The use of labor under any form of indentured servitude is prohibited, as is the use of physical punishment, confinement, threats of violence or other forms of harassment or abuse as a method of discipline or control. The partner shall not utilize factories or production facilities that force work to be performed by unpaid or indentured laborers, nor shall the partner contracts for the manufacture of products with subcontractors that engage in such practices or utilize such facilities.



Child labor

CMA CGM's partner must not employ, in any manner whatsoever, persons under the minimum age requirement for work, in accordance with national legislations and/or ILO's conventions n°138 and n°182.

Working hours

The partner must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked.

Non-Discrimination

The partner shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, color, religion, sex, age, gender, ethnicity, pregnancy, national origin, or sexual orientation.

03 Health, Safety & Environment

The partner shall provide employees with safe and healthy working conditions and implement precautionary measures against accidents and occupational diseases. Besides, the partner must provide training and ensure that employees are educated in health and safety issues. The partner must comply with all applicable laws regarding working conditions, including, but not limited to, worker health and safety, sanitation, fire safety, risk protection by implementing a safety management system such as OHSAS 18001.

The partner strives to achieve best practices for the environment and ensure compliance with all applicable laws and regulations in the country where products or services are manufactured or delivered. The partner's compliance with such rules must be evidenced by the existence of an effective environmental management system such as ISO 14001. This system should include emergency procedures in case of an accidental discharge or any other environmental emergency, should take into account the storage of hazardous and combustible materials in secure areas, should monitor, measure and reduce greenhouse gas emissions, should establish programs to minimize industrial waste and promote recycling.

04 Business Integrity

Respect of competition laws

The partner must comply with all applicable anti-trust or competition laws and regulations. These laws deal with agreements among competitors or suppliers/customers, discrimination practices, cartels especially price fixing and other agreements or practices that may reduce competition.

Fight against corruption

Any and all forms of corruption are strictly prohibited. In all its activities, the partner must never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a partner, whether public or private. Nor must the partner accept any such advantage in return.

Conflict of interests

The partner must report to CMA CGM any situation that might be construed as a conflict of interests and more specifically when a CMA CGM employee may have potential interests in the partner's activities or any shares in the partner's capital.

Respect of Economic Sanctions and Embargos

The partner's transactions must strictly comply with economic sanctions-embargoes laws and regulations published by a relevant governmental entity, including but not limited to the United States, the European Union and the United Nations. The partner guarantees that it is not part of a sanctioned parties list and shall immediately notify CMA CGM if it becomes listed.

05 Confidentiality

All discussions and written information received from CMA CGM are to be treated confidentially by the partner, its employees and any partner appointed to act on their behalf.

06 Protection of goods and resources

The partner is responsible for the protection of CMA CGM's goods and resources that are allocated to them for the performance of their service(s), against degradation, alteration, fraud, theft and loss.

07 Compliance

CMA CGM reserves its right, upon reasonable notice, to audit the compliance of the partner's activities with the requirements of this Code. CMA CGM encourages its partner to implement internal binding guidelines to ensure the compliance of its activities and its own subcontractor's activities with the ethical standards set forth herein. Any breach of the obligations stipulated in this Code is considered as a material breach of the contract by the partner. CMA CGM reserves its right to terminate any agreement signed with the partner in case of breach of one of the section of this Code. The partner shall indemnify and hold harmless CMA CGM, its servants, agents in respect of any losses, expenses, claims, fines, reasonable attorney fees and costs of whatsoever nature incurred by reason of non-compliance with the above mentioned statements.

08 CMA CGM Ethics & Compliance

The partners can seek for clarification on the Code's provisions, contacting CMA CGM Group's Ethics & Compliance division at ho.ethics@cma-cgm.com.

Company name

Name - Function

This document must be signed by an authorized representative of the partner.

Date and venue

Company Stamp

