

A woman with dark hair, smiling and looking towards the right, is the central figure in the image. She is wearing a dark top. In the background, another person in a light blue shirt is partially visible, holding a pen. The overall scene suggests a professional meeting or collaborative work environment.

REXEL

a world of energy

Sustainable Supplier Charter

Content

P.1 Building a sustainable value chain together

P.2 Building sustainable relationships

P.4 Human rights

P.6 Working conditions

P.8 The environment

P.10 Ethics and compliance

P.16 Products and product information

P.18 Evaluation of compliance with the Charter

P.20 Questions or alerts

Sustainability determines how Rexel does business every day. Our 26,000+ employees all recognize the important role of compliance and corporate responsibility in the Group's performance.

As a signatory of the United Nations Global Compact, Rexel is committed to promoting good working conditions, environmental respect and ethical conduct across the value chain.

Building a sustainable value chain together



Antoine Audureau
Chief Procurement Officer

Rexel's purchasing strategy is a major driver of the Group's sustainability ambition. As a leading distributor, we are convinced that with the cooperation of our partners, sustainable solutions and practices can create lasting economic performance and differentiation across the supply chain.

Rexel's Sustainable Supplier Charter sets out our expectations of suppliers, service providers, contractors and subcontractors. It is a cornerstone of strong, long-term commercial relationships, which is why we share this document with all our suppliers.

This updated Sustainable Supplier Charter reflects evolving regulations, customer demand and Rexel's commitments to sustainability. As you will see, we have reinforced our approach to human rights and environmental responsibility, while adding new priorities such as circularity and the responsible use of artificial intelligence – key challenges for the future of our industry.

Sustainability is a collective journey. With this updated Sustainable Supplier Charter, Rexel and its partners can further build trust to drive innovation and jointly deliver more sustainable value to our customers. Thank you for being with us every step of the way!



Building sustainable **relationships**



Rexel requires its suppliers, service providers, contractors and subcontractors (“Suppliers”) to comply with the principles of its Sustainable Supplier Charter (the “Charter”). This document sets out the commitments Rexel expects of its Suppliers in terms of ethical conduct, human rights, protection of employee rights, environmental protection and compliance with applicable laws and regulations.

By signing this Charter, the Supplier undertakes to comply with all the principles set out herein, along with all applicable laws and regulations. The Supplier also commits to making every effort to ensure that its own suppliers do the same, in accordance with their contractual commitments.

Subject to the provisions of the corresponding contract(s), Rexel expects its Suppliers to inform the Group of any major accident or event that may occur during the course of the corresponding contract(s) that may cause harm to the health and safety of workers or the environment, or otherwise violate this Charter.

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

Committed to a formal continuous improvement approach, in particular through its Ethics Guide and its Environmental Charter, Rexel wishes to support Suppliers whenever possible in their sustainable development performance.

Rexel assesses Suppliers’ sustainable development performance using EcoVadis or similar platforms, and by carrying out targeted audits. The percentage of the Group’s direct purchases involved in assessments is reported in Rexel’s annual Universal Registration Document.

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 United Nations Convention on the Rights of the Child (Article 32). This age must comply with the principles defined by the International Labor Organization (ILO). The Supplier must implement effective procedures and control tools to systematically verify the age of workers and prevent all forms of child labor.

2. Forced labor

The Supplier undertakes not to use any form of forced or compulsory labor, as defined by the ILO Forced Labor Convention (No. 29), i.e. "all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily."

The Supplier must guarantee respect for the fundamental rights of workers and may not under any circumstances confiscate, retain or request the deposit of identity documents or residence permits.

The Supplier must comply with all applicable laws and regulations concerning the prevention of illegal,

clandestine or undeclared work, and adopt measures to prevent all forms of 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, given that such discrimination has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation.

The Supplier must comply with all applicable laws and regulations concerning the employment of persons with disabilities and shall take measures to avoid all forms of discrimination.

4. Local cultures and Indigenous populations' rights

In accordance with applicable laws and regulations, the Supplier must respect local cultures and the rights of Indigenous populations and communities. The Supplier must ensure that their right of access to land and natural resources, including forests and water, is upheld.

Working conditions



1. Occupational health and safety

The Supplier undertakes to protect the workplace health, safety and well-being of employees, service providers, subcontractors, visitors and any other persons likely to be affected by its activities. To this end, the Supplier must identify and assess health and safety risks on a regular basis, and implement preventive and protective measures.

The Supplier shall establish and maintain an adequate policy to prevent and remediate occupational accidents.

The Supplier must ensure that any workers exposed to chemical substances at work, as defined by applicable laws and regulations, are provided with the appropriate equipment and protection, and that the potential impacts on their health and safety are properly managed and mitigated.

2. Harassment

The Supplier must prohibit all forms of harassment, intimidation and violence, whether physical, verbal, psychological or sexual. It must implement procedures that allow for and encourage the safe reporting of inappropriate behavior and guarantee the protection of workers.

3. Working time and wages

The Supplier must comply with all applicable laws and regulations on working hours, including overtime.

The Supplier must comply with all applicable laws and regulations on minimum wages, benefits and overtime pay. It undertakes to pay employees on a regular basis and to clearly inform them of remuneration conditions.

In its countries of operation, the Supplier shall identify and disclose the prevailing adequate wages, defined as wages that meet the needs of workers and their families in the light of national economic and social conditions. The Supplier must pay an adequate wage to all its workers, or if unable to do so immediately, demonstrate its intention to meet this objective. In the absence of national laws, ILO standards must apply.

4. Social dialogue

The Supplier must respect workers' rights to join trade unions or other worker organizations, to associate freely, and to participate in lawful collective bargaining and social dialogue.



The environment

1. Compliance with environmental laws and regulations

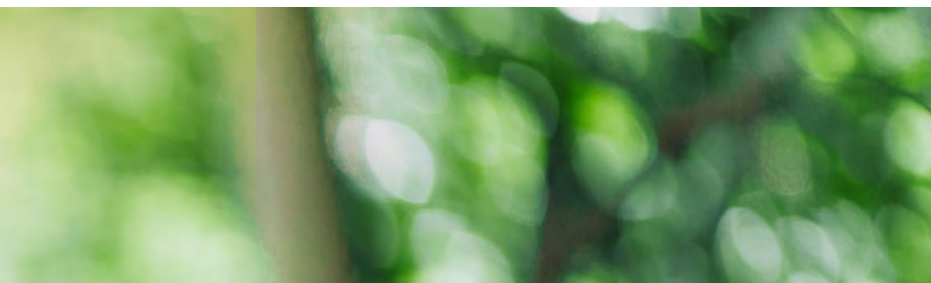
The Supplier undertakes to implement an appropriate environmental management system to identify, assess, prevent and reduce the negative environmental impacts of its activities and products.

Rexel expects the Supplier to comply with all applicable laws and regulations regarding environmental protection. All required environmental permits, licenses, registrations and restrictions shall be obtained and renewed as required. The Supplier shall also meet legal reporting requirements.

Rexel may request specific environmental information or data to meet its own obligations and to rigorously monitor the performance of its supply chain. The Supplier shall provide, upon request, all the required information and supporting evidence in a timely and accurate manner to enable Rexel to fulfil its reporting, compliance and due diligence obligations in the following four areas.

2. Climate change

The Supplier shall make its best efforts to measure and monitor on a yearly basis its Scopes 1, 2, and 3 greenhouse gas emissions in accordance with



the GHG Protocol or other recognized standards. Rexel expects the Supplier to voluntarily pledge to reduce its greenhouse gas emissions.

3. Air, water and soil quality

Rexel expects the Supplier to comply with all applicable laws and regulations regarding air, water and soil quality.

Furthermore, Rexel encourages the Supplier to reduce air, water and soil pollution related to its activities at all stages of its supply chain. The Supplier shall identify and assess potential sources of pollution, implement appropriate preventive measures, and ensure rigorous management of emissions, discharges and effluents to prevent any degradation of the natural environment.

4. Biodiversity protection

Rexel encourages the Supplier to identify, assess and report on its impact on biodiversity in accordance with internationally recognized standards, and implement mitigation measures when avoidance of adverse impacts is not possible.

The Supplier shall also implement measures to minimize its impact on nature conservation areas, protected

habitats and soil degradation, and is encouraged to document these actions and integrate biodiversity considerations into its overall environmental strategy.

5. Waste and wastewater management and industrial waste reduction

The Supplier undertakes to manage waste and wastewater in compliance with all applicable laws and regulations, such as the European legislations on waste electrical and electronic equipment or on packaging waste.

The Supplier shall implement systems to ensure the safe handling, movement, storage, recycling, reuse and management of waste and wastewater. Any waste or wastewater with the potential to adversely impact human health or the environment shall be appropriately managed, controlled and treated prior to its release into the environment.

The Supplier shall undertake programs to improve its waste and wastewater management practices, for instance by following the principles of the 3Rs (Reduce, Reuse, Recycle).



Ethics and compliance



1. Corruption

The Supplier must reject all forms of corruption in the conduct of its business, operating with integrity and impartiality, in accordance with all applicable anti-corruption laws and regulations, including those prohibiting public or private corruption, influence peddling, or similar or equivalent offences.

The Supplier shall not directly or indirectly offer, promise, give, request or accept any undue advantage in any form to obtain or retain business or secure any improper advantage. In the event of reasonable grounds to believe that corruption may have occurred, the Supplier shall cooperate in good faith with Rexel to provide relevant information and explanations upon reasonable request.

The Supplier is invited to read the principles set out in Rexel's Anti-Corruption Code of Conduct.

2. Gifts and invitations

The Supplier shall not, directly or indirectly, offer, solicit or accept any gift, invitation, hospitality, travel or any other benefit that could influence, or be reasonably perceived to influence, any business relationship or decision involving Rexel.

Gifts and invitations that are of reasonable value and consistent with customary business practices may be

acceptable. They must not be of such a nature as to influence the judgment of the recipient and must never coincide with an ongoing negotiation or decision-making process.

No gift, invitation or benefit of any kind shall be offered, directly or indirectly, to a public official in connection with the Supplier's relationship with Rexel, except when expressly permitted by the applicable laws and Rexel's Anti-Corruption Code of Conduct.

3. Conflicts of interest

The Supplier shall avoid any situation in which the personal interests of its employees, its directors, or their relatives could conflict, or appear to conflict, with the interests of Rexel in the context of their business relationships. In particular, such situations may arise when a personal, family or financial relationship between the Supplier (or its representatives) and a Rexel employee could influence, or appear to influence, decisions involving Rexel.

If the Supplier, or any of its representatives, becomes aware of a conflict of interest or reasonably believes that such a conflict may exist, the Supplier shall promptly provide Rexel with all the relevant information to enable appropriate mitigation measures.

4. Competition and antitrust practices

The Supplier shall conduct its activities in compliance with all applicable competition and antitrust laws and regulations. The Supplier shall promote and preserve fair and effective competition in its markets. In particular, the Supplier shall not solicit or communicate any information that would constitute a violation of competition law, nor enter into any agreement, understanding or concerted practice with its distributors or competitors that could distort, restrict or prevent competition, as defined by the applicable competition and antitrust laws.

5. Duty of care

Rexel expects the Supplier to select and contract with suppliers, service providers, contractors and subcontractors who comply with the same standards Rexel expects the Supplier to meet regarding ethics, human rights, fundamental freedoms, health and safety, and environmental protection in every country of operation.

6. Insider trading

The Supplier and its employees must not disclose or use, directly or indirectly, any information likely to have an impact on the share price of Rexel S.A.

The Supplier and its employees shall refrain from insider trading, in compliance with all applicable laws and regulations. They shall not disclose or use confidential information obtained in the context of their business relationships with Rexel as a basis for transactions or to enable third parties to trade in Rexel S.A. shares or related financial instruments.

7. Trade controls: exports and imports

The Supplier shall comply with all applicable laws and regulations relating to the control of exports, re-exports, imports and transfers of goods, services, software and technology, including those applicable to dual-use and military items.

The Supplier shall provide Rexel in a timely and accurate manner with all the necessary information for identifying and classifying the goods and services supplied, notably their export control classification number, country of origin and applicable licenses or agreements, to enable Rexel to comply with its own obligations and obtain the relevant authorizations from the competent authorities.

The Supplier shall promptly inform Rexel if it becomes aware that any items supplied to Rexel, or supplied by Rexel in reliance on information provided by the Supplier, are intended for or have been diverted to a prohibited end-use or end-user.



8. Economic sanctions

The Supplier shall comply with any economic sanctions adopted, administered and implemented by the European Union, France, the United States and the United Kingdom, as well as with any other economic sanctions laws and regulations applicable to the Supplier or its activities carried out in connection with Rexel.

In particular, the Supplier shall not directly or indirectly:

- engage in any business relationship with, or make any funds or economic resources available to, any person or entity that is listed on a sanctions or asset-freeze list, is more than 50% owned by one or more sanctioned persons, is controlled by or acts on behalf of a sanctioned person, or is otherwise restricted under applicable sanctions laws.

- supply, export, re-export, import, transfer or otherwise make available any goods, services, software or technology in breach of applicable economic sanctions, including through any arrangement intended to circumvent such sanctions.

The Supplier shall promptly inform Rexel if it becomes designated, if any of its directors or significant shareholders becomes designated, or if it identifies any economic sanctions-related risk affecting the performance of its contractual relationship with Rexel.

9. Anti-money laundering and counterterrorism financing

The Supplier must comply with all applicable laws and regulations prohibiting money laundering and terrorism financing and shall conduct its activities in a manner that prevents its business relationship with Rexel from being used, directly or indirectly, for money laundering, terrorism financing or the circumvention of related obligations.

The Supplier shall promptly inform Rexel of any circumstances that could reasonably suggest an exposure of their relationship to money laundering or terrorism financing risks.

10. 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, or proprietary information or personal data.

This sensitive information may not be used for any purposes other than those for which it was provided.

The Supplier must protect all confidential or proprietary information, including personal data, from unauthorized access,

destruction, misuse, alteration or disclosure, by implementing and maintaining appropriate technical and organizational security measures. In the event of a data breach, the Supplier shall notify Rexel immediately after becoming aware of the incident.

The Supplier shall comply with all applicable data protection and privacy laws and regulations.

11. Use of artificial intelligence

When the Supplier develops, deploys or uses artificial intelligence systems in the performance of services for Rexel or in the processing of Rexel data, the Supplier shall ensure that such systems are designed, tested and operated in a manner that protects confidentiality, data privacy, security, Rexel's intellectual proprietary rights and data subjects' rights.

12. Whistleblowing

Rexel encourages the Supplier to implement a clear process allowing employees, suppliers, service providers, contractors, subcontractors and any other persons to raise questions or report concerns, particularly on ethical matters, without fear of retaliation.



Products and product information





1. Product-related health, safety and environmental risks

The Supplier shall comply with all applicable regulations relating to hazardous chemical substances, such as, the European Union's Regulation on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and the Restriction of Hazardous Substances (RoHS) Directive, the United States' Toxic Substances Control Act (TSCA) and Hazardous Materials Transportation Act (HMTA), and any other applicable regulations and directives impacting the use and transportation of hazardous substances in electrical and electronic equipment.

The Supplier undertakes to inform Rexel of the presence of any hazardous chemical substances in the supplied products.

The Supplier shall also refrain from supplying Rexel with any product likely to contain substances prohibited under the applicable laws in the country or countries of destination.

2. Conflict minerals

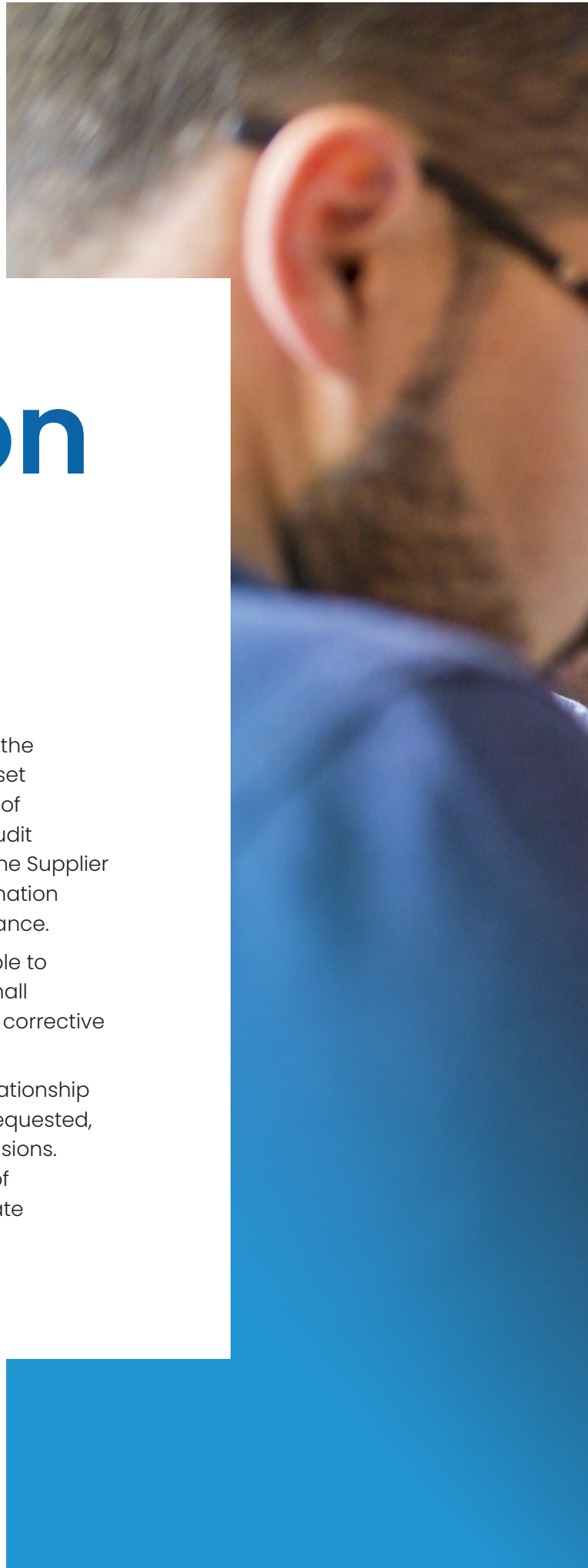
The Supplier shall comply with all applicable laws and regulations regarding conflict minerals, including tin, tungsten, tantalum and gold, such as the European Union's

Regulation laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas.

The Supplier shall comply with all applicable laws, regulations and internationally recognized standards relating to the responsible sourcing of minerals, including those governing conflict minerals, with respect to all its operations and sourcing activities.

3. Circular economy and product circularity

Rexel strongly advises the Supplier to integrate circular economy principles into the design and marketing of its products. The Supplier is encouraged to prioritize eco-design, reparability and recyclability, as well as offer circular alternatives where they exist. Rexel expects the Supplier to commit to continuously improving its practices to reduce resource consumption and extend the life cycles of its products throughout the supply chain.



Evaluation of compliance with the Charter

The Rexel Group reserves the right to verify the Supplier's compliance with the principles set out in this Charter, in particular by means of a questionnaire, an internal audit, or an audit carried out by an authorized third party. The Supplier also undertakes to provide, upon request, any information or documents necessary to demonstrate its compliance.

If, due to special circumstances, the Supplier is unable to comply with any of the principles of the Charter, it shall promptly contact Rexel to agree on the appropriate corrective measures.

In the event of non-compliance, the commercial relationship may be reassessed and corrective action may be requested, in accordance with the applicable contractual provisions.

In the event of persistent breaches or the absence of satisfactory corrective measures, Rexel may terminate the commercial relationship without penalty.



Questions or alerts

Do you have a question or concern?

Anyone who interacts with Rexel, including Suppliers, service providers and subcontractors, and who has concerns or questions about compliance with this Charter or the applicable laws and regulations may seek guidance or support from Rexel's Compliance Officer at compliance@rexel.com.

Would you like to raise an alert?

Rexel has set up a whistleblowing system, available in the Group's main languages. It enables any employee, as well as third parties with whom Rexel has a relationship, to report situations that appear to violate the law, Rexel's Code of Ethics or the Anti-Corruption Code of Conduct.

This system provides an easy, confidential and, where appropriate, anonymous means of expressing concerns or raising questions. The whistleblowing system can be accessed at www.rexel.com/en/rexel-group-ethics-alert.

Communication to your workforce

The Supplier shall inform its employees and subcontractors of Rexel's online whistleblowing system and ensure they are aware they may use it to report concerns related to the topics covered by this Charter.

Rexel Group policies and charters



www.rexel.com/en/sustainability/ethics-compliance

Supplier Legal Name

Name of authorized
representative (printed):

Date:

Signature:

This Charter shall not contradict any existing contractual commitments between the Supplier and Rexel. Unless otherwise stipulated in their contracts, Suppliers shall be bound, in the event of a conflict with the provisions of this Charter, by the terms of their contracts with Rexel.

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