

Supplier Code of Conduct



MöllerGroup GmbH
Kupferhammer
33649 Bielefeld
+49 521 44 77 0
www.moellergroup.com

Foreword

As an internationally active group of companies with a history and tradition stretching back almost 300 years, and a corporate culture that is based on values of consistency, a long-term approach and commitment and always puts people at the center, we are aware of our corporate and social responsibility. Conscientious, environmentally conscious and socially responsible business practices are therefore just as much a matter of course for us as our claim to contribute to leaving an intact and livable environment for future generations. We also make these demands of sustainable development on our suppliers.

As a supplier, we therefore expect you to recognize, support and comply with the following Supplier Code of Conduct (hereinafter referred to as "**SCoC**").

It applies to all deliveries of goods, as well as the provision of services and works of all kinds, for which a MöllerGroup company ("**we**" or "**us**") is the contractual partner.

We expect you to act in compliance with all applicable laws and regulations of the respective countries in which you operate, including internationally recognized human rights, environmental, social and corporate governance standards. In particular, it goes without saying that you will comply with the provisions of the German Supply Chain Sourcing Obligations Act ("**LkSG**"), including the conventions¹ listed in the annex to sections 2 (1), 7 (3) sentence 2 of the LkSG.

In addition, you will be guided by the generally applicable ethical values and principles of integrity, probity and human dignity.

¹ Examples include International Labor Organization Convention No. 105 of June 25, 1957, concerning the Abolition of Forced Labor (Federal Law Gazette 1959 II pp. 441, 442) (ILO Convention No. 105), and International Labor Organization Convention No. 182 of June 17, 1999, concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor (Federal Law Gazette 2001 II pp. 1290, 1291) (ILO Convention No. 182).

Dealing with People/ Social Issues

We expect from our suppliers the recognition, respect and observance of fundamental rights, as well as a dignified and respectful treatment of all persons affected by the business activities of our suppliers. This may include, in particular, their own employees.

This is the minimum standard that must always be guaranteed and applies even if there are no applicable laws, regulations or industry standards in this respect.

It is also a matter of course for us to obey internationally recognized human rights, in particular the UN Human Rights Charter.

Child labor, working conditions & associations

We are against child labor² and any kind of exploitation of children and young people and demand compliance with the laws applicable in this respect.

The supplier shall ensure that forced labor, modern slavery, human trafficking and similar conditions are avoided. Any kind of employment has to be voluntary.

Corporal punishment or other physical, sexual, psychological or verbal harassment or abuse is disliked and prohibited.

Employees have to receive an appropriate, fair compensation that provides a living wage, as well as appropriate benefits.

The supplier complies with the requirements of applicable national regulations on working hours.

We stand for the guarantee of the right to freedom of association and collective bargaining, including the right to form and join trade unions and employee representative bodies within the scope permitted by law.

The right to freedom of opinion and expression is just as self-evident to us as respect for the privacy of each individual.

Occupational health and safety

The supplier ensures compliance with national and international regulations to ensure health and safety at work. In doing so, it shall comply with all applicable health and safety regulations and, in particular, offer its employees workplaces that comply with the laws, regulations and industry standards applicable in this respect. For example, for the purpose of occupational safety, the suppliers provides its employees with personal protective equipment adapted to the respective activity to be performed and equips machines and systems with suitable safety

² This is understood to mean child labor in accordance with the principles of the UN Global Compact and the ILO core labor standards.

devices, interlocks and locks in order to eliminate safety risks as far as possible, or at least to minimize them.

Diversity & Inclusion

We require our suppliers to treat all employees equally and on equal terms, regardless of gender, age, skin color, culture, ethnic origin, sexual identity, disability, religious affiliation or ideology.

In this context, the promotion of equal opportunities is a matter of course as well as the prevention of discrimination, harassment and other dishonest behavior in hiring, employment and promotion or the granting of training and further education measures.

The supplier remains committed to supporting and strengthening women's rights.

Diversity and variety, as well as inclusion, are promoted.

In addition, respect for the rights of all employees, minorities and other vulnerable groups, such as indigenous peoples, is essential.

Prohibited measures

We clearly prohibit unlawful forced eviction and unlawful deprivation of land, forests and waters that serve as people's livelihoods.

The supplier ensures that physical or mental abuse and injury to life and limb, as well as disregard for freedom of association and freedom of union, are avoided at all costs when using or contracting private or public security forces to protect the company.

Ecology

All applicable laws and regulations as well as internationally recognized standards and conventions for the protection of resources and the environment, in particular water, air and soil, and the preservation of biodiversity, must be complied with.

Technologies & Permits

The supplier ensures that all environmental permits and approvals required for its operations are available, up to date and followed.

Attention will be paid to the use and application of energy-efficient and environmentally friendly technologies.

Resource conservation

Natural resources such as water, air, soil and energy must be used responsibly and sparingly.

The efficient use of resources is just as self-evident for the supplier as the avoidance, or at least the reduction, of emissions into air, water and soil. In particular, the reduction and avoidance of CO₂ emissions ("decarbonization") must be worked towards.

In addition, suppliers shall use their best efforts to ensure that the handling, storage, transportation, reuse, recycling and disposal of all types of waste and wastewater are done safely and in accordance with regulations.

Furthermore, care must be taken at the product development stage to ensure that reuse and recycling are possible.

Through appropriate measures, the supplier reduces its negative impact on biodiversity (species), climate change, soil quality and water scarcity in order to protect and preserve the livelihood of people and animals.

Land use is to be sparing, and deforestation is to be avoided as far as possible.

Hazardous substances

Hazardous materials, chemicals and substances have to be clearly identified as such and their safe handling, movement, storage, recycling, reuse and disposal will be ensured.

All applicable laws and regulations regarding hazardous materials, chemicals and substances, including strict compliance with substance restrictions and product safety requirements, will be observed without exception.

Economy

For us, corporate integrity is the basis of every business relationship. Therefore, we also expect compliance with all applicable laws and regulations as well as internationally recognized standards in the economic area. This also includes, in particular, the requirements for proper accounting and financial responsibility.

Cartels, Money Laundering & Compliance

The supplier shall ensure fair and lawful competition as well as compliance with antitrust and competition law regulations.

Participation in agreements with competitors that violate antitrust law is prohibited, as is any abuse of a possibly existing dominant market position.

Any form of corruption, bribery, fraud, extortion, money laundering and other prohibited business practices is prohibited; the applicable laws and regulations must be observed and complied with.

Conflicts of interest must be avoided. Therefore, gifts to private individuals or public officials that are intended to influence business decisions or otherwise encourage them to violate their obligations are strictly prohibited. Business decisions must be made solely on the basis of objective criteria and in the best interests of the Company.

Implementing and maintaining an appropriate compliance management system to support compliance with applicable laws, rules and standards is therefore a matter of course for us.

Foreign Trade

The supplier will carry out the necessary export checks. Particular attention must be paid to ensuring strict compliance with economic sanctions.

Intellectual property and privacy

Company property and intellectual property have to be protected adequately.

Intellectual property rights of the company will be properly secured by the supplier, as well as confidential information and any kind of data worthy of protection. Business correspondence will be handled in a confidential manner. Business secrets are also treated and handled confidentially. Information may only be disclosed to the extent permitted by contract and law. In addition, suitable measures are taken to protect them from unauthorized access.

Furthermore, the supplier respects the privacy and confidential information of all its employees and takes appropriate measures to protect them from misuse and unauthorized access.

The supplier will take all necessary measures within his area of responsibility to prevent plagiarism of the products, their processable components, the raw materials or the corresponding know-how. Furthermore, the supplier is prohibited from using and tolerating plagiarism.

Product quality and safety

With the help of suitable management systems such as IATF 16949 or ISO 9001, the supplier ensures that product quality and safety meet the applicable requirements.

Implementation & Consequences

To ensure sustainable development, we expect you to share the requirements above, to define and implement comparable standards, and to ensure that these requirements are also met and taken into account by your own suppliers and their subcontractors. To this end, you are encouraged to make best efforts to share the requirements within the supply chain.

In order to implement and permanently ensure the contents of this **SCoC** within your own company, you will establish training measures to provide your managers and employees with an appropriate level of knowledge and understanding of the contents of this **SCoC**, applicable laws and regulations, and recognized standards.

In addition, processes will be established to identify, determine and monitor risks in the areas identified in this **SCoC**. This has to be documented.

You will provide a reporting office for the reporting of violations of legal regulations and will in this respect also observe the respective applicable regulations for the protection of the persons reporting these legal violations.

If you culpably violate the rules of conduct and duties of care incumbent upon you under this **SCoC**, we shall be entitled to take appropriate measures. These measures may include, for example, a suspension of the business relationship and current contracts without any claims for damages on your part. These measures may be maintained until you prove to us that you comply with the requirements of this **SCoC** and that the consequences of any violations have been permanently eliminated. If this proof is not provided within a reasonable period of time despite a corresponding request, we shall be entitled to terminate the existing contractual relationship with you extraordinarily and to claim damages.

If you become aware of any violations of this **SCoC**, including within your own supply chain, you will notify us without undue delay while safeguarding your legitimate interests, in particular data protection and the protection of trade secrets, the legitimate interests of your employees, and, if applicable, the legitimate interests of your subcontractors.

In these cases, the notification may be made to **compliance.moellergroup@brandi.net**.

You indemnify us from any disadvantages and claims of third parties due to non-compliance with this **SCoC**.

Further contractual obligations remain unaffected by this **SCoC** and take precedence over the provisions described in this document. This applies in particular to contractual provisions under which you are obliged to comply with certain ESG standards and/or supply chain requirements.

Audits

You agree to the performance of audits by employees of MöllerGroup companies and/or commissioned third parties to ensure compliance with this **SCoC**. For this purpose, you must grant access to your facilities and allow a complete audit to be carried out. To the extent necessary, you will also enable auditing of your upstream suppliers within the scope of your possibilities and support us in this. Legitimate protection interests with regard to the company and business secrets of the parties involved must be observed at all times.

If the audit is prompted by a violation of this **SCoC**, if you have caused a corresponding suspicion or if violations of this **SCoC** are identified during the audit, you shall bear the costs of the audit and/or of any third parties commissioned.

Amendments & Choice of Law

We are entitled to amend the provisions of this **SCoC** at any time. To the extent that such amendments are reasonable and in our legitimate interest, the Supplier shall accept such amendments. We shall notify the Supplier of such amendments in due time, but at least one month before the amendment takes effect.

This **SCoC** shall be governed in each case by the law and the place of jurisdiction agreed in the concluded supply contracts. In the event that no such agreement exists, this **SCoC** and the declarations made by the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding the norms of conflict of laws. In this case, the exclusive place of jurisdiction shall be - to the extent permissible - Bielefeld.

Edition: August 2023

As a supplier to the MöllerGroup GmbH or an affiliated company, we act in accordance with the principles laid down in the Supplier Code of Conduct (SCoC) of the MöllerGroup GmbH regarding people, ecology and the economy, as well as in accordance with generally applicable ethical values and principles of integrity, probity and human dignity. To this end, we are encouraged to make best efforts to share the requirements within our supply chain. We hereby acknowledge the SCoC of the MöllerGroup GmbH and confirm that we comply with the principles and requirements stated therein by applying our own equivalent Code of Conducts in our own company.

Company:

Name:

Place/Date:

Signature: