

Supplier code of conduct





PREAMBLE

The companies of the Feddersen Group are committed to ensuring the respect for human rights within the group of companies and along the value chain, that climate protection and environmental protection are taken into account in all matters and that ethical principles are consistently observed. Preserving the dignity and respectful treatment of all employees throughout the entire supply chain is a particularly important concern for us. We stand for legally compliant and ethically impeccable actions by the entire Feddersen Group in order to fulfil our responsibility towards society and the environment. These requirements are firmly anchored in this Code of Conduct for our suppliers, service providers and other contractors (all hereinafter referred to only as „SUPPLIERS“), which reflects the mission statement and values of the Feddersen Group. We expect this sense of responsibility to the same extent from all our SUPPLIERS and from our employees.

SCOPE OF APPLICATION

This Code of Conduct of the Feddersen Group describes our principles of business conduct and formulates our expectations related to human rights and the environment that we place on every cooperation. This Code of Conduct is part of the contractual relationship between the Feddersen Group and our SUPPLIERS. Our SUPPLIERS agree to comply with our expectations set out in this Code of Conduct in the provision of all goods and services. In addition, our SUPPLIERS agree to appropriately address our expectations in this Code of Conduct with their own suppliers, service providers and other contractors.

The application of this Code of Conduct is intended to ensure that at least the customary social and environmental standards as well as the statutory provisions are applied. Compliance with the applicable laws and other legal provisions of the countries in which our SUPPLIERS operate is a matter of course for our SUPPLIERS. If local laws and regulations are less restrictive, the actions of our SUPPLIERS are guided by the principles of this Code of Conduct. In cases where there is a direct conflict between mandatory local law and the principles of this Code of Conduct, mandatory local law shall prevail. However, our SUPPLIERS strive to comply with the contents of this Code of Conduct.

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1. HUMAN RIGHTS

The companies of the Feddersen Group take their responsibility to respect human rights seriously. We will only work with SUPPLIERS who share our attitude towards human rights and act accordingly. Our actions are guided by internationally applicable human rights conventions, such as the Charter of the United Nations, the International Covenant on Economic, Social and Cultural Rights (ICESCR), the International Covenant on Civil and Political Rights (ICCPR) and the conventions and recommendations of the International Labour Organization (ILO), which we also expect our SUPPLIERS to observe. All details on the core elements are embedded in our **human rights policy statement**.

In addition, we expect our SUPPLIERS not to illegally acquire or develop land, forests or waters that constitute a person's livelihood.

1.1. Child labour and forced labour

Our SUPPLIERS comply with the labour laws applicable at the respective location and reject the use of child labour and forced labour of any kind. In addition, our SUPPLIERS comply with the following requirements:

- Rejection of any abuse, mistreatment and threats of any kind
- Strictly refraining from torture and punishment of any kind
- Adherence to ILO Convention No. 29 – Forced Labour Convention
- Adherence to ILO Convention No. 105 – Abolition of Forced Labour Convention
- Adherence to ILO Convention No. 138 – Minimum Age Convention
- Adherence to ILO Convention No. 182 – Worst Forms of Child Labour Convention
- Carrying out age verification in the recruitment process, including for recruitment agencies

Our SUPPLIERS also endeavour not to engage any suppliers, service providers and other contractors who violate even one of the aforementioned principles.

1.2. Equal opportunities and discrimination

The Feddersen Group companies promote diversity as well as an inclusive leadership and culture. They are characterised by the lived open exchange on all topics and ideas across all companies of the Feddersen Group. In doing so, we always maintain fair and respectful interaction with each other in all areas. The management is committed to ensuring equal rights and equal treatment of all employees, regardless of their ethnic or social origin, gender, sexual orientation, age, disability, religion or nationality. We pursue the strict implementation of this principle not only in our own companies, but also expect it from our SUPPLIERS.

Similarly, we expect our SUPPLIERS to meet the following requirements:

- Adherence to ILO Convention No. 111 concerning Discrimination in Respect of Employment and Occupation
- Inclusive environment for all employees
- No harassment, no discrimination or unjustified disciplinary action
- Recruitment, selection and promotion based on the qualifications of applicants or employees
- Implementing and facilitating education and training

1.3. Minimum wages and occupational safety

Within the framework of the applicable laws and regulations on occupational safety and minimum wages, our SUPPLIERS only conclude employment contracts that comply with these laws and regulations. We also expect our SUPPLIERS to pay living wages to all their employees and to comply with ILO Convention No. 100 on Equal Remuneration for equal work.

Our SUPPLIERS provide safe workplaces at all sites and make every reasonable efforts to prevent accidents and damage to health. In doing so, our SUPPLIERS at least comply with the applicable laws and regulations on occupational safety and health at the respective location.

Furthermore, our SUPPLIERS acknowledge the fundamental right of workers to form trade unions and engage in collective bargaining and comply with ILO Conventions No. 98 on the Right to Organise and Collective Bargaining and No. 87 on Freedom of Association and Protection of the Right to Organise.

2. CLIMATE AND ENVIRONMENTAL PROTECTION

The Feddersen Group cares deeply about climate and environmental protection. Our SUPPLIERS act in accordance with these values and strive to continuously improve their climate and environmental protection measures. As a minimum, our SUPPLIERS comply with environmental and energy laws and regulations applicable at their respective locations, including relevant industry standards. Our SUPPLIERS make every reasonable efforts to use natural resources in a sustainable manner.

Our SUPPLIERS make every reasonable efforts to implement measures to reduce greenhouse gas emissions and other air pollution, to promote and protect biodiversity.

Our SUPPLIERS strive to avoid as far as possible the use of hazardous substances, substances that are harmful to the environment or to biodiversity, waste and other emissions, such as:

- Mercury, mercury compounds according to the Minamata Convention on Mercury (2017) or persistent organic pollutants (POPs, according to the Stockholm Convention on Persistent Organic Pollutants (2004)) in their products or manufacturing processes;
- Products containing raw materials, components or additives from unsafe mining areas.

Furthermore, our SUPPLIERS refrain from using so-called conflict minerals, insofar as this is technically possible. This concerns raw materials such as columbite-tantalite (coltan, niobium, tantalum), cassiterite (tin), gold and wolframite (tungsten) from the DR Congo and its neighbouring countries. The basis for this is Section 1502 of the US „Dodd-Frank Act“ of 2010 and comparable national and international legal obligations.

Our SUPPLIERS comply with the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal (2019) and will not import or export hazardous waste, household waste or residues from household waste incineration.

3. ENERGY MANAGEMENT

Our suppliers are expected to adhere to the energy guidelines and legal obligations relevant to their respective locations. We encourage our suppliers to actively pursue the most energy-efficient and environmentally sustainable technologies available. Furthermore, energy efficiency criteria should be integral to their selection process for suppliers, service providers, and contractors. We also advocate for the adoption of renewable energy sources among our suppliers.

4. PREVENTING CORRUPTION, MONEY LAUNDERING, COUNTERFEITS

Our SUPPLIERS are not corruptible in any form and do not allow their decisions to be influenced by extraneous advantages. They comply with the laws applicable to them in their respective locations. Our SUPPLIERS intervene against all forms of corruption, in particular extortion, bribery and embezzlement, both internally and along the value chain. Neither do they offer advantages, nor do they grant funds or improper payments of any kind in business contact, whether by cash or in-kind, directly or indirectly, including rebates, kick-backs or commissions that are not recorded or not accurately and truthfully recorded. Our SUPPLIERS ensure that their employees do not demand or accept improper advantages from third parties by taking advantage of their own business position. In accordance with anti-bribery and anticorruption laws, only customary, socially adequate business gifts will be accepted, as well as invitations (e.g. to dinner) to business events that do not have the potential to influence business decisions in a dishonest manner. Our SUPPLIERS do not engage in financial transactions that conceal the identity, origin or destination of illegally obtained funds. In addition, our SUPPLIERS respect copyright laws and prohibit the trade in counterfeit goods.

5. EXPORT LAW

As a globally operating group, compliance with trade regulations and the corresponding international trade agreements is of particular importance within the Feddersen Group. We expect the same from our SUPPLIERS. Our SUPPLIERS therefore comply with all sanctions imposed by the United Nations, the European Union and other countries and institutions that restrict or prohibit trade at the respective location. If sanction laws and other legal provisions apply to the business activities of our SUPPLIERS, our SUPPLIERS take full account of them.

6. DATA PROTECTION AND INFORMATION SECURITY

The appropriate handling of confidential information and the maintenance of information security is of paramount importance to the companies of the Feddersen Group. Our SUPPLIERS ensure the protection of this information against unauthorised use at all times and treat sensitive information and particularly sensitive personal data (such as private addresses, private telephone numbers, government-issued identification numbers, private e-mail addresses, payroll information, ethnic origin, religious belief, health, financial account, personal location tracking) confidentially and in compliance with all statutory provisions. In particular, our SUPPLIERS are not permitted to disclose confidential or proprietary information of any of the companies of the Feddersen Group when using social media or in any other form.

7. CONFLICTS OF INTEREST

Our SUPPLIERS avoid all conflicts of interest during their business relationship with companies of the Feddersen Group. A conflict of interest exists particularly in a situation that poses a risk that personal interests of an employee of the SUPPLIER may affect the legitimate interests of a company of the Feddersen Group or its customers. Our SUPPLIERS therefore avoid all situations that may lead to conflicts of interest.

8. ANTI-TRUST AND COMPETITION LAW

Our SUPPLIERS act in accordance with all competition laws and anti-trust regulations applicable at the respective location. This applies to all business activities and also applies when business is conducted outside the respective national border. In order to comply with the legal obligations and to ensure fair trade, anti-competitive behaviour in all forms, such as price fixing and market segmentation, is prohibited. Our SUPPLIERS do not abuse potentially dominant market positions.

9. VERIFICATION OF REQUIREMENTS AND CONSEQUENCES OF NON-COMPLIANCE

Our SUPPLIERS make every reasonable efforts to comply with our expectations set out in this Code of Conduct and to address these expectations appropriately along their supply chain.

To verify compliance with the expectations described in this Code of Conduct, the companies of the Feddersen Group are entitled, to the extent permitted by law, to request from their SUPPLIER the data and information necessary for this purpose.

The companies of the Feddersen Group expect the independent assessment of risks of non-compliance with the expectations of this Code of Conduct by the SUPPLIER as well as in their supply chain. In the event that violations of this Code of Conduct are identified, the SUPPLIER immediately notifies the company of the Feddersen Group of the violation and the SUPPLIER takes appropriate remedial action within a reasonable period of time. In the event of severe violations of this Code of Conduct by the SUPPLIER caused by intent or gross negligence, the companies of the Feddersen Group shall be entitled to terminate any existing contracts for the performance of a continuing obligation with the SUPPLIER due to good cause and to withdraw from purchase contracts that have not yet been fully performed if, taking into account all circumstances, the companies of the Feddersen Group cannot reasonably be expected to continue the business relationship with the SUPPLIER. Before doing so, the companies of the Feddersen Group shall grant the SUPPLIER a reasonable period of time to remedy the violation or, if this is not possible within a reasonable period of time, to minimise it.

10. WHISTLEBLOWER PORTAL

If employees of a SUPPLIER or employees in their supply chain observe violations of this Code of Conduct or seek advice on a provision of this Code of Conduct, they can anonymously submit a report in our **whistleblower portal**. The SUPPLIER shall inform its employees and the employees in its supply chain of this possibility.

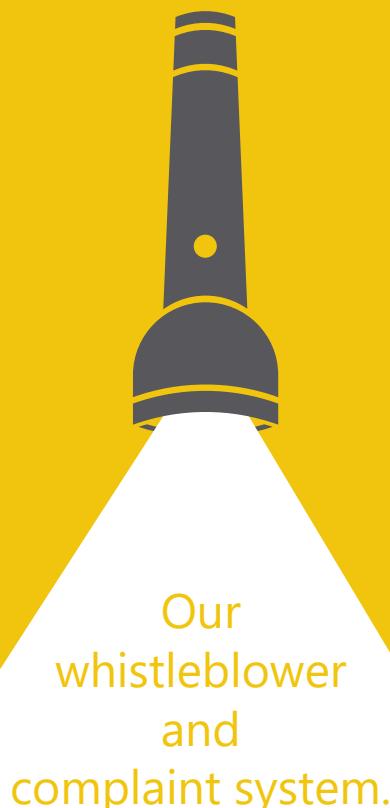
11. OTHER MATTERS

This Code of Conduct does not create a legal basis for any rights, claims, actions or demands by third parties against the companies of the Feddersen Group or their SUPPLIERS. This Code of Conduct has been drawn up in German and English. In the event of any conflict between the versions, the German version shall take precedence.

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Please help!

<https://feddersen-group.integrityline.app>