



SUPPLIER CODE OF CONDUCT

1. Preamble

This Supplier Code of Conduct forms the basis for the contractual relationships between the companies of the Dieffenbacher Group ("Dieffenbacher") and their direct suppliers within the meaning of Section 2 (7) of the German Supply Chain Duties Act (Lieferkettensorgfaltspflichtengesetz - LkSG) ("Suppliers") and constitutes a contractual assurance within the meaning of Section 6 (4) No. 2 LkSG.

The Dieffenbacher Group rejects any form of disregard for human rights and all environmentally harmful actions, in particular behavior that entails human rights or environmental risks within the meaning of Section 2 (2) and (3) LkSG, and is committed to ecologically and socially responsible corporate governance.

Dieffenbacher is committed to respecting human rights and protecting the environment along the supply chain. Dieffenbacher expects the same behavior and human rights and environmental responsibility from all suppliers as part of the supply chain.

For their future cooperation, Dieffenbacher and the supplier agree that the provisions of this Supplier Code of Conduct shall apply. This agreement is the basis for all future deliveries and services that the supplier provides to Dieffenbacher.

By signing, the supplier undertakes to comply with the human rights and environmental requirements set out in this Supplier Code of Conduct and the relevant statutory provisions, in particular the LkSG, and to implement them appropriately along the supply chain. By signing this agreement, the supplier acknowledges that a breach of this Supplier Code of Conduct or a termination of this agreement by the supplier may be grounds for Dieffenbacher to terminate the business relationship, including all associated supply contracts, with immediate effect if necessary. This agreement shall enter into force upon signature of this Supplier Code of Conduct.

2. Obligations of the supplier

The supplier undertakes to comply with the following requirements. The supplier is aware that compliance with the requirements of this Supplier Code of Conduct is a prerequisite for being and remaining a Dieffenbacher supplier.

The supplier also undertakes to contractually oblige its employees, subcontractors and own suppliers to comply with the requirements and regulations listed in this Supplier Code of Conduct or to comply with such requirements and regulations that are comparable to and do not fall short of those listed here.



2.1 Social (human rights-related) responsibility

The supplier undertakes to comply with the following human rights-related requirements and principles.

2.1.1 Prohibition of child labor

In no phase of value creation may a child be employed whose age is below the age at which compulsory schooling ends according to the law of the place of employment. Under no circumstances may the age of employment be less than 15 years. This shall not apply if the law of the place of employment deviates from this in accordance with Article 2 (4) and Articles 4 to 8 of Convention No. 138 of the International Labor Organization of 26 June 1973 concerning the minimum age for admission to employment (Federal Law Gazette 1976 II p. 201, 202).

In particular, children may not be used, procured or offered for prostitution, for the production of pornography, for pornographic performances or for unauthorized activities. They shall not be employed in any work which, by its nature or the circumstances in which it is carried out, is likely to be harmful to the health, safety or morals of children. No child shall be held in slavery. Nor shall children be subjected to practices similar to slavery, such as the sale of children, child trafficking, debt bondage or other forms of forced or compulsory labor.

2.1.2 Prohibition of forced labor

No forced labor, slave labor or comparable work may be used. All work must be voluntary and without threat of punishment. Employees must be able to terminate their work or employment relationship at any time. Employees must not be subjected to slavery-like practices, servitude or other forms of domination or oppression in the workplace environment, such as physical hardship or economic, personal or sexual exploitation, humiliation or harassment. Employees must not be restricted in their freedom of movement, be it through physical restrictions, threats or the withholding of passports or other valuables.

2.1.3 Humane treatment

The supplier must ensure that its employees can work under humane conditions during their working hours, are not exposed to inhuman or degrading treatment in the workplace and are protected as far as possible from becoming the victim of criminal offenses.

2.1.4 Health protection, safety in the workplace

The supplier is responsible for a safe and healthy working environment. The safety of employees must always be given priority. The necessary precautionary measures against accidents and damage to health that may arise in connection with the work shall be taken by setting up and applying appropriate occupational safety systems. Appropriate measures must be taken to prevent excessive physical or mental fatigue. In addition, employees are regularly informed and trained on applicable health and safety



standards and measures. Employees are provided with access to drinking water in sufficient quantities and access to clean sanitary facilities.

2.1.5 Freedom of association

The right of employees to form and join organizations of their choice, to engage in collective bargaining and to strike must be guaranteed. In cases where freedom of association and the right to collective bargaining are restricted by law, alternative possibilities for independent and free association of employees for the purpose of collective bargaining must be provided. Employee representatives must be protected from discrimination. Employees must not be discriminated against on the basis of founding, joining or being a member of such an organization. Employee representatives must be granted free access to employees' workplaces to ensure that they can exercise their rights in a lawful and peaceful manner.

2.1.6 Prohibition of unequal treatment

Discrimination against employees in any form is prohibited unless it is justified by the requirements of employment. This applies in particular to discrimination based on national and ethnic origin, social background, health status, disability, sexual orientation, age, gender, political opinion, religion or belief. Unequal treatment exists in particular if unequal pay is paid for work of equal value.

2.1.7 Fair pay and fair working hours

The supplier must pay its employees a fair wage. An appropriate wage is one that at least corresponds to the minimum wage stipulated by the applicable law. The wage and its appropriateness is also otherwise determined by the law of the place of employment.

Working hours must comply with the applicable laws or industry standards. Overtime is only permitted if it is worked on a voluntary basis. Employees must be granted work breaks in accordance with the applicable law.

2.1.8 Respect for land rights

The supplier undertakes to contribute to the preservation of natural resources. The supplier must refrain from harmful soil changes, water and air pollution, noise emissions and excessive water consumption if this harms the health of people, significantly impairs the natural basis for food production or prevents people from having access to safe drinking water or sanitary facilities. When acquiring, building on or otherwise using land, forests or bodies of water whose use secures a person's livelihood, unlawful forced evictions and unlawful seizures of land, forests or bodies of water must be refrained from.

2.1.9 Commissioning of security forces

The commissioning or use of private or public security forces shall be prohibited if, due to a lack of instruction or control of the security forces by the supplier, persons are treated



inhumanely or degradingly, tortured or unlawfully killed, injured or their freedom of association or union is impaired.

2.1.10 Prohibition of other, obviously unlawful and serious violations of rights

The supplier is prohibited from any action or omission in breach of duty which is not already covered by the provisions of sections 2.1.1 - 2.1.9 and which is directly capable of impairing a protected legal position in a particularly serious manner if the unlawfulness of the action or omission is obvious when all relevant circumstances are reasonably assessed, or to participate in actions which obviously and seriously violate international human rights.

2.2 Ecological (environmental) responsibility

The supplier undertakes to comply with the following environmental requirements and principles.

2.2.1 Compliance with the obligations under the Minamata Convention

The supplier may not manufacture any products containing mercury in accordance with Article 4 (1) and Annex A Part 1 of the Minamata Convention on Mercury of October 10, 2013 (Federal Law Gazette 2017 II p. 610, 611) (Minamata Convention). It may not use mercury or mercury compounds in manufacturing processes within the meaning of Article 5 (2) and Annex B Part I of the Minamata Convention from the phase-out date specified in the Convention for the respective products and processes. It is also prohibited from treating mercury waste contrary to the provisions of Article 11(3) of the Minamata Convention.

2.2.2 Compliance with the obligations under the POPs Convention

The supplier shall not produce or use any chemicals pursuant to Article 3 (1) (a) and Annex A of the Stockholm Convention of May 23, 2001 on Persistent Organic Pollutants (Federal Law Gazette 2002 II p. 803, 804) (POPs Convention). The supplier is prohibited from handling, collecting, storing or disposing of waste in an environmentally unsound manner contrary to the provisions of Article 6(1)(d)(i) and (ii) of the POPs Convention.

2.2.3 Compliance with the obligations under the Basel Convention

In accordance with the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of March 22, 1989 (Federal Law Gazette 1994 II p. 2703, 2704) (Basel Convention), the supplier may not export hazardous waste as defined in Article 1 (1) and other waste as defined in Article 1 (2) of the Basel Convention

(i) to a Party that has prohibited the import of such waste;

(ii) to an importing country that has not consented in writing to the import, in the event that that importing country has not prohibited the import of such hazardous waste;



- (iii) export to a country that is not a Party to the Basel Convention;
- (iv) to a country if such waste is not managed in an environmentally sound manner in that country;
- (v) export from a country listed in Annex VII to the Basel Convention to a country not listed in Annex VII to the Basel Convention; or
- (vi) import from a country that is not a party to the Basel Convention.

2.3 Complaints mechanisms

Dieffenbacher has set up a reporting procedure, which is also a complaints procedure in accordance with the Supply Chain Duty of Care Act (LkSG), and which gives all suppliers, their employees and other external persons the opportunity to report violations of this Supplier Code of Conduct while maintaining the confidentiality of identity.

The Dieffenbacher reporting procedure can be accessed via Dieffenbacher's external website:

<https://dieffenbacher.com/de/unternehmen/kontakt/compliance> .

A set of rules of procedure for the reporting procedure is available there, which answers questions about the reporting procedure and topics such as anonymity, confidentiality and data protection. The supplier must pass on relevant information on the reporting procedure to its employees in an appropriate manner and encourage all potentially affected persons to report violations of this Supplier Code of Conduct.

If no information is provided, the supplier itself is obliged to ensure the establishment of an effective grievance system for individuals and groups of people who may be affected by negative impacts.

The supplier must ensure that employees who submit a report or complaint do not suffer any disadvantages as a result. In particular, employees must not be subject to disciplinary measures (e.g. warning, dismissal, negative assessment) as a result of submitting a report.

2.4 Prohibition of circumvention

The supplier may not make any attempt to circumvent the obligations arising from this Supplier Code of Conduct. In particular, it may not enter into any legal transactions with its employees or suppliers that have the purpose of or are suitable for evading the obligations arising from this Supplier Code of Conduct.



3. Implementation of the requirements

Dieffenbacher expects its suppliers to identify risks within the supply chain and to take appropriate measures. In the event of suspected violations, the supplier will promptly inform Dieffenbacher about the identified violations and risks as well as the measures taken to secure the supply chain.

Dieffenbacher can check compliance with the requirements and obligations listed in this Supplier Code of Conduct using a self-assessment questionnaire and risk-based audits at the supplier's production sites. The supplier agrees that Dieffenbacher may carry out such audits once a year or for specific reasons to check compliance with the Code at the supplier's production sites during normal business hours after reasonable advance notice by persons authorized by the supplier. The supplier undertakes to grant Dieffenbacher access to documents and to provide information required to carry out the audit. The supplier may object to individual audit measures if these would violate mandatory data protection regulations.

If a violation of this Supplier Code of Conduct or the relevant statutory provisions, in particular the LkSG, is detected, Dieffenbacher shall notify the supplier in writing and set a reasonable deadline for the supplier to remedy the violation and eliminate its consequences. If a remedy is not possible in the foreseeable future, the supplier must report this immediately and draw up a concept with a timetable for ending or minimizing the violation.

4. Consequences of non-recovery

If the supplier fails to remedy an identified breach of an obligation under this Supplier Code of Conduct within a reasonable period of time, Dieffenbacher reserves the right to terminate the business relationship with the supplier, if necessary with immediate effect, without incurring any liability towards the supplier.

Dieffenbacher reserves the right to resume the business relationship only after the breach has been remedied. Contracts already concluded shall remain unaffected by this.

If the supplier does not remedy the breach in due time and if the breach is so serious that Dieffenbacher cannot reasonably be expected to continue the business relationship, taking into account all circumstances, Dieffenbacher shall be entitled to extraordinary termination of the contracts concluded with the supplier if Dieffenbacher has given the supplier prior notice of this. Statutory extraordinary rights of termination without notice and Dieffenbacher's right to claim damages remain unaffected by this.

5. Subject to change

Dieffenbacher is entitled to subsequently adapt the requirements specified in Section 2 if this is necessary due to a change in the legal situation or a new risk assessment resulting from the risk analysis to be carried out by Dieffenbacher annually or on an ad



hoc basis in accordance with Section 5 (4) LkSG. Dieffenbacher shall notify the Supplier of the change in writing at least one month before the change takes effect.

6. Exemption obligation

The supplier shall indemnify Dieffenbacher upon first request against all claims of third parties based on a breach of its obligations under this Supplier Code of Conduct or the relevant statutory provisions, in particular the LkSG. This indemnification obligation applies both to civil liability and to fines imposed on Dieffenbacher due to violations by the supplier or its vicarious agents, as well as to any legal costs incurred in this context.

7. Acknowledgement and consent

By signing this document, the supplier undertakes to comply with the listed requirements and regulations. The supplier further undertakes to communicate the content of this Supplier Code of Conduct to its employees, agents and subcontractors in a way that is understandable to them and to take all necessary precautions to implement the requirements.

Place, date

Signature and stamp of the supplier