

JANUARY 2025

# SUPPLIER CODE OF CONDUCT



## I INTRODUCTION

Kiepe Electric GmbH and all subsidiaries under its control (hereafter jointly "Kiepe Group") are committed to integrity, sustainable development and the principles of the UN Global Compact in all aspects of their business conduct with customers, suppliers, employees, competitors and other stakeholders. This Supplier Code of Conduct sets out Kiepe Group's standards and expectations for all its business relationships with Suppliers. The Kiepe Group reserves the right to amend this Supplier Code of Conduct from time to time and expects appropriate amendments to be implemented by its Suppliers.

"Suppliers" in this Supplier Code of Conduct refer to natural persons and legal entities – and their affiliated companies – which supply products or render services to the Kiepe Group, for example suppliers, consultants, brokers, commercial agents, distributors, contractors or intermediaries for goods and services.

Every Supplier is obliged to comply with the standards of this Supplier Code of Conduct. The Supplier Code of Conduct forms a fundamental part of any business relationship between the Kiepe Group and the respective Supplier. Violations of the Supplier Code of Conduct may result in termination of the business relationship or the assertion of other claims. Every Supplier shall endeavour to ensure that its own suppliers and sub-contractors implement the standards set out in this Supplier Code of Conduct.

## II ETHICAL STANDARDS

### 1. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Suppliers are obliged to comply with all applicable local, national and international laws, rules and regulations, especially in the countries in which they conduct their business.

The Suppliers shall maintain appropriate control systems within their business operations that prevent law infringements and, if such infringements nevertheless happen, enable their investigation.

### 2. FAIR COMPETITION

The Suppliers are expected to adhere to the principle of fairness in competition and comply with applicable antitrust laws and regulations and other laws regulating competition. In markets where a leading market position is held, rules regarding abuse of a dominant market position will be strictly complied with. Insofar as the Supplier participates in public tenders or private sector bidding procedures, it shall strictly comply with the applicable laws and regulations of the tendering organization.

### 3. COMBATING CORRUPTION

The Kiepe Group does not tolerate any form of corruption, bribery, or any other unfair business practices.

The Suppliers will comply with the applicable legal requirements, which includes the prohibition of promising, offering or granting a financial or other advantage for the purpose of unfair preferential treatment in competition. The Kiepe Group especially expects its Suppliers to forbid the granting or offering of gifts, hospitality, facility payments, donations, sponsoring, kick-backs or other benefits of value to private persons or public officials that aim to unlawfully influence business decisions or otherwise encourage them to act contrary to their obligations. The Suppliers will also adhere to the stricter legal requirements which apply to dealings with public officials.

#### **4. PREVENTION OF MONEY-LAUNDERING**

The Suppliers are obliged to comply with all statutory requirements aimed at preventing money laundering and must not participate in any form of money laundering activity.

#### **5. PREVENTING CONFLICTS OF INTEREST**

The Suppliers shall avoid conflicts of interest. The Kiepe Group expects its Suppliers to make decisions only based on objective criteria and to act in the best interests of the Kiepe Group without being influenced by private interests or personal considerations. Proposals shall be examined fairly and without prejudice. The Suppliers shall disclose all conflicts of interest that have or might be perceived to have an impact on the business relationship to the Kiepe Group.

#### **6. EXPORT CONTROL AND SANCTIONS**

The Suppliers must comply with the applicable laws on the import and export of goods, services, and information as well as customs duties and trade control, including applicable embargoes and sanctions. This means in particular that the Suppliers must refrain from deliveries of goods or services to countries and to persons or organizations insofar as these deliveries are prohibited according to the applicable legal regulations in this respect.

#### **7. CONFLICT MINERALS**

Every Supplier must comply with all applicable laws as well as the resulting due diligence obligations and the Organization for Economic Cooperation and Development (OECD) Guiding Principles regarding the procurement of minerals and materials from conflict regions and risk areas that contribute to human rights abuses, corruption, the financing of armed groups or similar negative impacts. The Suppliers will take appropriate measures to avoid the use of raw materials in their products that directly or indirectly contribute to human rights abuses, corruption, funding armed groups, or similar adverse effects. In the event that a product contains so-called conflict minerals (tin, tantalum, tungsten, gold), every Supplier is obliged to provide transparency regarding its supply chain, in order to prove that no armed groups that are in violation of human rights are financed, neither directly nor indirectly.

#### **8. PRIVACY, CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

The Suppliers must respect and comply with the applicable data protection laws and regulations when collecting, processing, storing or otherwise handling personal data of its own employees,

its customers, suppliers and business partners. They are also obliged to comply with the applicable requirements for the security of information technology systems.

The Suppliers must respect the Kiepe Group's assets, business-related information and intellectual property rights. They must especially secure the confidential information of all business partners and treat confidential information and know-how of the Kiepe Group strictly confidential, protect it from unauthorized access and only disclose it to a third party with the written approval of the Kiepe Group.

### **III SOCIAL STANDARDS**

#### **1. RESPECT FOR AND PROTECTION OF HUMAN RIGHTS**

The Suppliers are obliged to protect human rights and treat every employee and stakeholder with fairness, dignity and respect.

#### **2. FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING**

The Suppliers must respect the freedom of association, the right to collective bargaining, the right to strike and the principles of equal opportunities in accordance with applicable laws and regulations. In no case shall employees be sanctioned or discriminated against in any way because of their decision to make use of their aforementioned rights, including to join or not join a labour organization.

#### **3. ANTI-DISCRIMINATION AND HARASSMENT**

The Suppliers must not discriminate against employees or subject them to reprisals, in particular not on account of their gender, age, ethnic origin and background, nationality, race, disability, sexual orientation, religion, political conviction or similar reasons. Physical punishment, harassment of any type, mental or physical assault, verbal abuse of employees or abuse of power must not be tolerated. The dignity and personal rights of each individual must be respected.

#### **4. FORCED LABOUR, CHILD LABOUR**

The Kiepe Group does not tolerate any type of forced labour or child labour. The Suppliers must ensure that they do not make use or profit from any type of child or forced labour, modern slavery or human trafficking.

Work must be voluntary, and employees must be able to terminate work or employment at any time in accordance with the applicable contractual or legal termination periods. Any form of slavery, practices akin to slavery, serfdom, or other forms of domination or oppression in the workplace, such as extreme economic exploitation and humiliation is prohibited.

All national legislation and international agreements that specify a minimum age for employees must be complied with. The Suppliers must especially ensure that the requirements of the ILO

conventions and national law, whichever is stricter, relating to minimum age, child labour and employment of underage workers, are strictly observed. In particular, the Suppliers will not employ children below the legal minimum age for compulsory education, which shall not be less than 15 years, unless the law of the place of employment provides otherwise in accordance with ILO Convention No. 138. Persons under the age of 18 years may not carry out the types of work prohibited by Article 3 of ILO Convention No. 182, which includes in particular work that is harmful to the health, safety or morals of children. Insofar as the respectively applicable local law of the place of employment concerning child labour provides for stricter regulations, these stricter regulations have to be complied with as a matter of priority.

## **5. FAIR WAGES AND WORKING HOURS**

The Suppliers must pay fair, at least minimum wages and benefits according to the applicable laws at the place of employment and fulfil the usual minimum standards of the industry concerned, with the higher amount being decisive. The same remuneration will be paid to female and male employees for equivalent work. Wages and benefits must be sufficient to cover the basic needs of the employees and their families.

Every Supplier must respect the maximum working hours in accordance with local laws. In the event of stricter industry standards, these stricter requirements have to be complied with as a matter of priority.

## **6. HEALTH AND SAFETY**

The Suppliers must ensure the safety and health of employees in their workplaces and create a work environment that promotes accident prevention and minimizes health risks for everyone working on their sites. Every Supplier shall take effective preventive measures against accidents at work and work-related health hazards by implementing and applying an occupational health and safety management system appropriate for its company. The Suppliers must comply with the locally applicable health and safety regulations and require and train employees to do so as well. In addition, the Suppliers shall ensure that employees are provided with or granted access to sufficient drinking water and sanitary facilities, and that the working environment provides sufficient lighting and ventilation and adequate room temperature.

## **7. PROTECTION FROM EVICTION AND DEPRIVATION OF LAND AND USE OF SECURITY FORCES**

The Suppliers must refrain from any unlawful evictions or deprivation of land, forests, and waters they acquire, develop or otherwise use land, forests and waters, the use of which secures the livelihood of a person.

The Suppliers are obliged to refrain from harmful soil changes, water and air pollution, noise emissions and excessive water consumption if this harms people's health, significantly impairs the natural basis for food production, or prevents people's access to clean drinking water or sanitary facilities.

The Suppliers must furthermore ensure that all security forces engaged for the protection of their projects, staff and facilities comply with applicable laws.

## **IV ENVIRONMENTAL STANDARDS**

### **1. ENVIRONMENTAL PROTECTION**

The Suppliers are obliged to comply with all applicable laws and are expected to follow international environmental standards, to use all natural resources sparingly and responsibly, and to keep the negative impact of their business activities to the environment, climate change, biodiversity and water scarcity to a minimum.

The Suppliers are expected to implement appropriate management systems in order to avoid environmental and safety risks and improve existing environmental and safety standards. They shall take suitable and appropriate measures to continuously improve the protection of the environment and resources throughout the entire supply chain, in particular by introducing appropriate environmental management systems based on international standards.

The Suppliers are expected to encourage the development and diffusion of energy-efficient and environmentally friendly technologies, to use all natural resources sparingly and to reduce waste, as well as emissions to air, water and soil.

### **2. HAZARDOUS WASTE, MERCURY, PERSISTENT ORGANIC POLLUTANTS**

The Suppliers shall comply with the requirements for the export of hazardous wastes in the Basel Convention of 22 March 1989, as amended. Chemicals or other materials that pose a hazard if released into the environment shall be identified and handled in a manner that ensures safety during their handling, transport, storage, use, recycling or reuse and disposal. Mercury shall be used in accordance with the prohibitions of the Minamata Convention of 10 October 2013 and persistent organic pollutants in accordance with the Stockholm Convention of 23 May 2001, as amended.

### **3. PRODUCT SAFETY AND PRODUCT INTEGRITY**

The Suppliers must comply with all applicable legal requirements for product safety and product integrity, the handling of hazardous substances, materials and waste as well as for labelling and packaging of products. In particular, products must not contain any program routines or technical devices designed to evade legal or regulatory requirements.

## **V IMPLEMENTATION**

### **1. WHISTLEBLOWING AND COMPLAINTS MECHANISM**

The Suppliers are expected to enable their employees and stakeholders to report concerns or potentially unlawful practices as well as violations of this Supplier Code of Conduct without fear of retaliation. The Suppliers are encouraged to set up their own whistle-blowing system or join an industry-wide system. Furthermore, the Suppliers are expected to inform their employees about Kiepe Group's whistleblowing and complaints system, which can be found on [www.report.whistleb.com/kiepe-group](http://www.report.whistleb.com/kiepe-group).

## **2. AUDITS AND ASSESSMENTS**

The Kiepe Group reserves the right to monitor the Suppliers' compliance with the principles, standards and requirements set out in this Supplier Code of Conduct by appropriate means, including surveys and audits. The Kiepe Group expects its Suppliers to maintain proper records of the relevant information and to provide requested information and documentation within a reasonable period of time. The Kiepe Group will approach every Supplier in advance to agree on the scope, time, and place of such compliance checks. Audits may be carried out at the Suppliers' premises during normal business hours, either by the Kiepe Group itself or through third parties commissioned by it. The Suppliers may take reasonable measures to protect their trade and business secrets and to ensure compliance with data privacy rules.

## **3. MEASURES**

Every Supplier shall notify the Kiepe Group immediately of any violations of the standards set out in this Supplier Code of Conduct by the Supplier itself or its suppliers or other participants in the wider supply chain. In case of such violations, especially violations of human rights and environmental obligations and criminal law infringements, every Supplier must immediately initiate corrective measures to stop the violation.

The Suppliers shall engage with the Kiepe Group to seek adequate remedies for any identified risks or violations and to establish effective controls and measures to prevent their recurrence. If the Supplier fails to adequately address the issue within a reasonable period of time, the Kiepe Group reserves the right to terminate the business relationship for cause without further notice and without prejudice to other statutory or contractual rights.

## **4. SUPPLY CHAIN**

The Suppliers will take appropriate measures to ensure compliance with this Supplier Code of Conduct. This includes, among other things, appropriate training measures for their employees as well as the introduction and maintenance of appropriate controls and plausibility checks.

The Suppliers are obliged to adequately address the principles, standards and requirements contained in this Supplier Code of Conduct appropriately to their own suppliers. They shall endeavour to contractually oblige their suppliers to commit to the principles, standards and requirements contained in this Supplier Code of Conduct and to address them appropriately in their own supply chain.

Rights in favour of third parties are not to be established by this Supplier Code of Conduct.

## CONFIRMATION

The Supplier hereby declares that it will comply with the obligations of this Supplier Code of Conduct.

Full company name of the supplier

Address of the supplier

Place, date

Place, date

Signature

Signature

Name in block letter

Name in block letter

Position

Position

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