

# SUPPLIER CODE OF CONDUCT

**Schmidt, Kranz & Co. GmbH**

## INTRODUCTION

As part of our human rights strategy, we have set high standards for respecting human rights and protecting the environment. We expect our business partners to adhere to these same standards.

In this Supplier Code of Conduct, we define the expectations and requirements for our business partners regarding human rights, environmental protection and compliance with applicable laws, regulations, and ethical principles.

The Supplier Code of Conduct is binding for all suppliers and subcontractors (hereafter referred to as „business partners“) who maintain a business relationship with us.

Our business partners also commit to passing on these expectations and requirements to their own suppliers, within reasonable bounds, and to ensuring appropriate monitoring of their compliance.

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## Fundamentals of the Requirements

Our requirements to respect human rights, the rights of employees and their representatives, and to protect the environment are based particularly on internationally recognized frameworks:

- Convention No.29 of the International Labour Organization of June 28, 1930, concerning Forced or Compulsory Labour (ILO Convention No. 29)
- Protocol of June 11, 2014, to the Forced Labour Convention No. 29 of the International Labour Organization of June 28, 1930
- Convention No. 87 of the International Labour Organization of July 9, 1948, concerning Freedom of Association and Protection of the Right to Organize (ILO Convention No.87)
- Convention No.98 of the International Labour Organization of July 1, 1949, concerning the Application of the Principles of the Right to Organize and to Bargain Collectively (ILO Convention No.98)
- Convention No.100 of the International Labour Organization of June 29, 1951, concerning Equal Remuneration for Men and Women workers for Work of Equal Value (ILO Convention No. 100)
- Convention No.105 of the International Labour Organization of June 25, 1957 concerning the Abolition of Foced Labour (ILO Convention No.105)
- Convention No.111 of the International Labour Organization of June 25, 1958 concerning Discrimination in Respect of Employment and Occupation (ILO Convention No.111)
- Convention No.138 of the International Labour Organization of June 26, 1973 concerning Minimum Age for Admission to Employment (ILO Convention No.138)

- Convention No.182 of the International Labour Organization of June 17, 1999 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (ILO Convention No.182)
  - International Covenant on Civil and Political Rights of December 19, 1966
  - International Covenant on Economic, Social and Cultural Rights of December 19, 1966
  - Minamata Convention on Mercury of October 10, 2013 (Minimata Convention)
  - Stockholm Convention on Persistent Organic Pollutants (POPs) of May 23, 2001 (Stockholm Convention)
  - Paris Agreement on Climate Change of December 12, 2015 (Paris Climate Agreement)
  - Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of March 22, 1989 (Basel Convention)
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## **I. General Requirements**

### **In General**

Compliance with the requirements outlined in this Supplier Code of Conduct is essential for any business relationship with our business partners. Therefore, we expect our business partners to conduct their business with integrity, adhere to all applicable laws, and implement the requirements and principles set forth in this Supplier Code of Conduct. Additionally, we expect our business partners to ensure that these requirements and principles are upheld throughout their entire supply chain.

Compliance with this Supplier Code of Conduct is a key factor in deciding whether we enter into or continue a business relationship.

### **Compliance with the Laws**

Our business partners undertake to comply with all applicable international, national, and local laws relating to health and safety, labour, and the environment.

Where local industry standards and/or international guidelines are stricter than the laws that apply locally, these stricter requirements must be complied with by our respective business partners.

### **Declaration of Principle**

Our business partners are required to provide a statement regarding the social, ethical, and environmental standards that must be upheld within their respective companies.

### **Human Rights Officer**

We expect our business partners to appoint a Human Rights Officer or a similar representative who reports to the management and develops goals and measures for implementing the requirements for health and safety, labour, and the environment.

## **Management Systems**

Our business partners commit to implementing and maintaining certified quality management systems and standards (e.g. ISO 9001 and 14001). [

## **II. Human Rights, Labour, and Social Standards**

### **Prohibition of Child Labour**

There must be no form of child labour as defined by the aforementioned conventions among our business partners. Our business partners must align their employment practices with the aforementioned ILO Conventions, at a very minimum.

Children may not be restricted in their development in any way. Their dignity is to be respected and their safety and health must not be compromised but should be protected through appropriate measures.

### **Prohibition of Forced Labour**

There must be no forced or compulsory labour, nor any form of slavery, including modern forms of slavery and human trafficking. Our business partners align their employment practices with at least the ILO core labour standards. All employment relationships of our business partners are always based on voluntary agreement and can be terminated within reasonable notice.

### **Freedom of Association, Right to Collective Bargaining and Right to Industrial Action**

Our business partners ensure that employees' rights to form workers' representatives, to engage in collective bargaining for the regulation of working conditions and their right to take industrial action, within the framework of the applicable legal norms, are recognized. Neither the establishment, joining or membership of a union recognised under the applicable law may be used as a basis for unjustified discrimination or retaliatory measures.

The employees of our business partners may organise themselves at any time within the framework of the respective applicable legal requirements. Furthermore, our business partners ensure that employees can openly and regularly engage with company management through unions and workers' representatives regarding working conditions in accordance with the respective applicable legal norms.

### **Equal Opportunities and Protection against Discrimination**

Our business partners ensure that equal opportunities for our employees, free from any discrimination, are guaranteed. They will tolerate no discrimination or unjustified differential treatment, such as any based on characteristics of gender, ancestry, origin and nationality, religion and beliefs, political, social or trade union activity, sexual identity and orientation, physical and/or mental disabilities or age.

## **Right to Health and Safety in the Workplace**

As employers, our business partners ensure that health and safety protection in the workplace is at the very least in accordance with the respective applicable legal norms. Furthermore, our business partners establish processes to constantly improve health and safety protection in the workplace and to prevent work-related accidents and illnesses. Our business partners will particularly inform their employees about known hazards and measures to minimise risks, conduct sufficient training for the prevention of work-related accidents and illnesses, first aid and fire safety and provide appropriate protective equipment and safety clothing.

## **Working Hours**

The working hours of our business partners must comply with the applicable legal requirements and industry standards.

## **Remuneration and Benefits**

Our business partners pay their employees an appropriate wage, at least in the amount of the minimum wage stipulated by the applicable law.

The cost of living and social security benefits in the respective country must be appropriately considered in the remuneration to provide employees and their families with an adequate standard of living.

## **Human Rights**

Our business partners establish the necessary processes to adequately protect the human rights of their employees in their corporate principles, guidelines, and procedural instructions. Employees must be given unrestricted access to fair and transparent grievance procedures.

## **III. Environmental Protection**

As a commercial enterprise, we take our responsibility for the environmental compatibility and sustainability of our products and production processes very seriously and we expect the same from our business partners. Our business partners are committed to ensuring energy efficiency and climate protection. They take appropriate measures to continuously develop sustainable solutions and to continuously reduce their environmental impact and comply with environmental protection laws and regulations.

Our business partners are committed to bringing the use of fossil fuels to a minimum and to keeping their CO<sub>2</sub> emissions as low as possible. To achieve this, our business partners take appropriate measures to reduce the consumption of natural resources, to reuse materials, to return recycled waste products for recycling, to limit travel for business purposes and to purchase recycled and environmentally friendly materials.

Our business partners undertake to take suitable and appropriate measures for the safe separation, handling, storage, transportation, use/reuse and disposal of waste.

Our business partners commit to suitable and appropriate measures to minimize water consumption and to use and reuse water sustainably. To protect natural ecosystems, our business partners commit, in accordance with the respective applicable regulations, to strive for biodiversity within the supply chain that operates without deforestation.

#### **IV. Anti-Corruption, Trade Control, Anti-Money Laundering**

##### **Anti-Corruption**

Our business partners strictly reject any form of corruption and ensure that no payments are offered to or accepted from third parties as bribes.

Our business partners do not provide any benefits to public officials or persons of similar status, particularly not to expedite routine administrative actions, regardless of whether there is a right to such actions.

##### **Trade Control**

Cross-border business activities are subject to various national and international prohibitions, restrictions, licensing requirements and other surveillance measures. Our business partners verify and comply with export and import regulations when importing and exporting products and services.

##### **Anti-Money Laundering**

As part of their business operations, our business partners ensure compliance with relevant laws concerning anti-money laundering and counter-terrorism financing. This entails thorough verification of the identities of potential customers and business associates, as well as the implementation of comprehensive measures to ensure transparency in the business relationship.

#### **V. Protection of Confidential Information and Data Privacy**

##### **Confidential Information and Intellectual Property**

Our business partners ensure that confidential information (such as technical know-how) and intellectual property are carefully protected in accordance with the law and are not disclosed to third parties. Regardless of how such information is created, communicated, or stored, our business partners obligate their employees to protect it from unauthorised disclosure, prevent its improper destruction or alteration and ensure access to and availability of such information, based on business requirements.

##### **Data Privacy**

Our business partners commit to complying with applicable legal regulations when handling personal data, including its collection, storage, processing, and other uses, and to guard the personal data of their employees, customers, suppliers and other third parties.

## **VI. Fair and free Competition**

Our business partners are committed to fair and free competition, which is protected by the applicable competition and antitrust laws and comply with them.

Our business partners do not engage in agreements or coordinate behaviour with competitors with the aim to prevent or restrict free competition. This not only applies to written contractual agreements but also to verbal arrangements. Therefore, our business partners do not make secret agreements with competitors or exchange business secrets with them unless there is a legitimate reason. The same applies to receiving information from competitors.

## **VII. Conflicts of Interest**

Our business partners make their business decisions solely based on objective criteria and are not influenced by personal interests or relationships.

## **VIII. Transparency**

Upon request, our business partners will disclose information about their supply chains to help us fulfil legal obligations and identify /minimise risks related to compliance with the requirements outlined specified in this Supplier Code of Conduct. Furthermore, our business partners are required to extend these disclosure obligations to their suppliers along the supply chain.

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## **Implementation of the Supplier Code of Conduct**

### **I. Review and Evaluation**

Our business partners acknowledge that we must monitor and verify compliance with the requirements outlined in this Supplier Code of Conduct by suitable and appropriate means, particularly before awarding new contracts, and expressly agree to such measures. Our business partners shall take appropriate actions to enable us to conduct the checks necessary to fulfill our legal obligations. These checks are carried out at regular intervals throughout the business relationship as well as on an ad hoc basis. The checks may also be conducted by an authorized third party.

Should we identify any risks related to the requirements listed in this Supplier Code of Conduct during our checks, our business partner is obligated to examine and rectify the identified or imminent violations of the requirements within their own operations or supply chain within a reasonable period and at their own expense.

### **II. Reporting of Violations (Grievance Procedure)**

Our business partners operate an appropriate grievance procedure for their company, which allows employees and potentially affected third parties to report any concerns regarding human rights, environmental protection, and business ethics anonymously, confidentially and without consequences. Additionally, the business partners commit to passing this obligation on to their own suppliers along the supply chain.

### **III. Consequences for Violations of the Supplier Code of Conduct**

Should our business partners violate any of the requirements laid down in this Supplier Code of Conduct or if such violation is imminent, we are entitled to take immediate appropriate and reasonable measures to prevent, terminate or minimize the violation.

In this case, the affected business partner will also promptly take all necessary and appropriate measures to prevent, terminate or minimize the violation.

If the violation cannot be prevented or terminated immediately, the business partner will develop and implement a concept for terminating and minimizing the violation.

Where there are any indications of a violation of the human rights or environmental requirements of the Supplier Code of Conduct in the upstream supply chain, the business partner will participate in a risk analysis and take appropriate preventive measures.