

## **Supplier Code of Conduct**

The following Code of Conduct (CoC) is agreed for all transactions with companies in the Steinbach Group

(hereinafter referred to as “Steinbach”)

The CoC outlines the obligations to which the companies in the Steinbach Group have committed themselves, that the companies in the Steinbach Group are obligated to fulfil in regard to their customers, and that the suppliers of companies in the Steinbach Group are obligated to fulfil on their part.

1. Steinbach and the companies in the Steinbach Group commit to comply with all the regulations outlined in § 2 of the Act on Corporate Due Diligence Obligations in Supply Chains (LkSG, available online at [https://www.gesetze-im-internet.de >LkSG](https://www.gesetze-im-internet.de/LkSG)).

Compliance with these regulations is also a prerequisite for the cooperation between Steinbach and its suppliers.

The most important rules are:

1. Respect for human rights
  - 1.1 It is prohibited to employ a child below the age at which compulsory schooling ends in the place of employment, whereby the minimum age for employment is 15, unless permitted otherwise by law.
  - 1.2 The most severe forms of child labour are prohibited for children under the age of 18. This includes, in particular:
    - a) all forms of slavery and similar practices;

- b) the use, procurement and offering of a child for illicit activities, especially for the production and handling of drugs;
- c) work that is foreseeably harmful to the health, safety or morality of children, either by its nature or due to the circumstances in which it is performed.

1.3 It is prohibited to engage in all forms of slavery and similar practices, serfdom or other forms of domination or oppression in the workplace environment, either through extreme economic or sexual exploitation or degradation;

1.4 It is prohibited to violate the freedom of association, according to which

- a) employees are free to form and join unions,
- b) founding, joining or membership of a union may not be used as a reason for unjust discrimination or retaliatory measures,
- c) unions may operate freely and in accordance with the law in the place of employment. This includes the right to strike and the right to collective negotiation.

1.5 It is prohibited to discriminate against employees, either due to their national or ethnic background, social background, health status, disability, sexual orientation, age, sex, political opinion, religion or worldview, provided that this is not justified by the requirements of their employment. Unequal treatment includes in particular the payment of unequal wages for equivalent work.

1.6 It is prohibited to withhold adequate pay. Adequate pay must equal at least the minimum wage, as defined by the applicable law, and is otherwise calculated according to the law in the place of employment.

1.7 It is prohibited to cause harmful soil changes, water pollution, noise emissions or excessive water consumption that

- a) significantly damages the natural resources needed for the preservation and production of food,
- b) denies a person's access to safe drinking water,
- b) hinders or denies a person's access to sanitary facilities, or
- d) harms a person's health.

1.8 It is prohibited to illegally evict or dispossess a person from land, forests and bodies of water on which they depend for their livelihood, during the acquisition, development and other use of land, forests and bodies of water.

1.9 It is prohibited to hire or use private or public security forces to protect a company project if, due to insufficient instruction or monitoring by company, the use of security forces leads to

- a) violation of the ban on torture and cruel, inhumane or degrading treatment,
- b) injury to life or limb, or
- c) impairment of freedom of assembly.

1.10 It is prohibited to engage in activity or neglect of duty further to the above-listed points, which is directly suited to gravely hampering a protected legal position and the illegality of which is apparent with the reasonable acknowledgement of all relevant circumstances.

2. Environmental protection:

2.1 Standards and rules that serve to prevent environmental risks must be complied with, especially the ban on manufacturing with mercury-added products, ban on production and use of chemicals that are prohibited by LkSG, ban on the environmentally irresponsible handling,

collection, storage and disposal of waste in accordance with the provisions of LkSG.

- 2.2 It is prohibited to handle, collect, storage and dispose of waste in an environmentally irresponsible manner, as defined in the provisions of the respective applicable law that apply in accordance with the measures of Art. 6 (1)(d)(i, ii) of the Stockholm Convention on Persistent Organic Pollutants (see also Article 3.4 of the Convention).

3. Other requirements:

Additionally, in individual cases, further requirements are to be met, which Steinbach must also meet in regard to its own customers. These requirements are to be defined by Steinbach in an addendum to the respective supply contract or order confirmation.

4. All forms of corruption or bribery are strictly prohibited.

Employees of Steinbach, as well as suppliers and sub-suppliers, may not give gifts to employees of authorities or employees of other companies in order to influence decisions.

They also may not accept such gifts, which could influence their own decisions, in any form.

This applies regardless of whether corruption is a criminal offence in accordance with the local laws of the respective country.

5. Company/trade secrets of other companies are to be treated as confidential and their industrial property rights are to be respected.

This applies to both the company secrets and property rights of companies in the Steinbach Group, as well as vice versa to the company secrets or property rights of companies that work with Steinbach.

6. The legal regulations for the prevention of money laundering must be complied with.

7. The legal regulations for the protection of personal data must be complied with.
8. National or international regulations regarding the direct or indirect procurement of critical materials and conflict materials must be complied with
9. The supplier commits to
  - 9.1 comply with the above-listed rules within their own company and in the companies of their subsidiaries;
  - 9.2 forward the above-listed rules to their own suppliers and sub-suppliers along the supply chain, i.e., to indicate that the above-listed rules must also be complied with in the supply chain;
  - 9.3 train and educate their own employees for the purpose of implementing the above-listed rules;
  - 9.4. to allow audits to be conducted by Steinbach within the supplier company, by appointment, in order to check compliance with the above-listed rules;
  - 9.5 to ensure in agreement with their own direct suppliers that corresponding audits can also be conducted at the suppliers;
  - 9.6 if one of the above-listed obligations is violated within the supplier's own field of business, or by a direct supplier, or in the event of an imminent violation of such obligations, to take immediate measures to prevent or end the violation or to minimise the severity of the violation. If it is not possible to prevent the violation or risk immediately, the supplier commits to create a concept to end or minimise the violation or risk, to inform Steinbach of this concept and to implement the concept.
10. Reporting office:

For people who wish to report violations of the above-listed rules, the violations can be reported to the reporting office, specified below. The reporting office will protect the anonymity of the reporting person, unless the reporting person expressly waives their anonymity.

Reports can be submitted to the reporting office established by Steinbach at the law firm BRANDI Rechtsanwälte,  
Email: [meldestelle.steinbach@brandi.net](mailto:meldestelle.steinbach@brandi.net),  
Tel. no.: +49160/97974172

The reporting office is independent, not bound by instructions, and obligated to protect the anonymity of any reporting persons.

Corresponding reports can be submitted by email or telephone in German or English.

11. If one of the above-listed rules is violated, the parties will work together to remedy the violation.  
Steinbach also has the right to terminate a supply contract extraordinarily, if the prerequisites outlined in § 6 (3) of the Act on Corporate Due Diligence Obligations in Supply Chains are met.