

CODE OF CONDUCT

FELBERMAYR GROUP

FOR SUPPLIERS AND SUBCONTRACTORS

This Code of Conduct sets out the requirements and principles applicable to suppliers and subcontractors of the Felbermayr Group with regard to their responsibility towards people and the environment.

A) All contractual partners¹ shall ensure, within the scope of their supply chains², that applicable laws and statutory regulations, including international agreements on human rights and environmental protection, are complied with at all times.

B) The Contractor (AN) warrants to the Client (AG) that it complies with the environmental and human rights-related due diligence obligations set out below and that it addresses them appropriately along its supply chains for the respective contractual relationship with the AG. This includes, in particular, the following matters:

- Prohibition of child labour Employment is permitted only from the age at which compulsory schooling ends under the law of the place of employment, whereby completion of the 15th year of age is generally to be regarded as the minimum threshold.
- Prohibition of forced labour No work or service may be demanded from a person under threat of penalty and for which that person has not made themselves available voluntarily.
- Compliance with occupational health and safety regulations applicable at the place of employment, in particular
 - appropriate provision and maintenance of workplaces, workstations and work equipment
 - appropriate and suitable protective measures to prevent harmful exposure to chemical, physical or biological substances
 - appropriate and suitable measures to reduce excessive physical and mental fatigue
 - appropriate training and instruction of employees
- Respect for freedom of association, according to which
 - employees may freely form or join trade unions
 - the establishment of, accession to and membership in a trade union must not be used as grounds for unjustified discrimination or retaliatory measures
 - trade unions may operate freely and in accordance with the law of the place of employment, including the right to collective bargaining and to strike
- Equal pay for work of equal value and equal treatment in employment, in particular with regard to national and ethnic origin, social background, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, unless unequal treatment is justified by the specific requirements of the employment.
- No payment below the applicable minimum wage. The law applicable at the respective place of employment shall apply.
- No unlawful eviction or unlawful deprivation of land, forests and/or waters where the use thereof secures the livelihood of persons. This applies both to production-related acquisition, any construction activities, or other use of land, forests and/or waters.
- Appropriate instruction and control where private or public security forces are used to protect production, in order to ensure that
 - the prohibition of torture and cruel, inhuman or degrading treatment is complied with
 - bodily integrity or life is not violated
 - freedom of association and coalition is not impaired or prevented
- No harmful soil contamination, water pollution, air pollution, harmful noise emissions or water consumption that are capable of
 - significantly impairing the natural resources required for the preservation and production of food
 - denying persons access to safe drinking water
 - impeding or denying persons access to sanitary facilities
 - harming the health of persons

¹ Contractual partners are defined as: AN = Contractor and AG = Client

² In this document, the term "supply chain" comprises both supply chains and service chains in terms of content.

CODE OF CONDUCT

FELBERMAYR GROUP

- No manufacture of mercury-added products or use or recovery of mercury and its further compounds in production or waste processes
- No production or use of persistent organic pollutants
- Environmentally sound handling, collection, storage and disposal of persistent organic pollutants, Export of, in particular, hazardous waste
 - only to states that have signed the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal
 - only to states that have not prohibited the import of, in particular, hazardous waste
 - only to states that have given their written consent to the respective import
 - only to states in which hazardous waste is treated in an environmentally sound manner
- No import of, in particular, hazardous waste from states that have not signed the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal.

C) The AN shall:

- provide its employees deployed for the respective contractual relationship with the AG with appropriate training and further education to the extent necessary in order to enforce the contractual obligations set out above under section B)
- appropriately take into account the above human rights and environmental due diligence obligations when selecting direct suppliers and service providers for the respective contractual relationship with the AG
- take appropriate remedial action without undue delay if a human rights-related or environmental violation of due diligence obligations is imminent or has occurred in its own business area or at a direct supplier or service provider, in order to prevent, end or minimise such violation without undue delay, and where possible jointly, develop and implement a concept with a concrete timetable together with a direct supplier or service provider to end or minimise a violation, if the violation of a human rights-related or environmental due diligence obligation is of such a nature that the supplier or service provider cannot end it in the foreseeable future; in this context, and with regard to the respective contractual relationship with the AG, the AN is entitled to:
 - join forces with other companies within the framework of industry initiatives and industry standards in order to increase influence over the party responsible for a violation
 - temporarily suspend the business relationship with a direct supplier or service provider during efforts to minimise risks
- terminate a business relationship relating to a delivery or service for the respective contractual relationship with the AG, where the AN has significant influence over a supplier or service provider, and
 - the violation of a human rights-related or environmental due diligence obligation is to be assessed as very serious (e.g. intentional and permanent)
 - the implementation of measures developed in a concept has not resulted in remedial action after expiry of a period defined in the concept, and
 - no other, less severe means are available to the AN, including after exhausting its influence
- report to the AG, on a case-by-case basis or at the AG's request, on all measures by which the AN has complied with its obligations described above under section B), and provide evidence thereof
- inform the AG without undue delay if the human rights-related or environmental risks for the respective contractual relationship with the AG along the AN's supply chain have changed or deteriorated materially

D) The AN further confirms that, within the scope of its deliveries and services, AN:

- tolerates no form of corruption or bribery and does not participate in such practices either directly or indirectly
- neither offers, grants nor promises benefits to government officials or private-sector counterparties that are intended to influence official actions or create an improper advantage; this also includes refraining from granting and/or accepting impermissible facilitation payments
- acts in accordance with national and international competition laws and does not, under any circumstances, participate in price-fixing, market-sharing, bid-rigging, or customer and/or market allocation
- respects the intellectual property rights of others

CODE OF CONDUCT

FELBERMAYR GROUP

- avoids or discloses conflicts of interest that arise or may arise internally or vis-à-vis the AG and that may influence the business relationship; for this purpose, the mere appearance of a conflict of interest is sufficient
- neither directly nor indirectly promotes money laundering or the financing of illegal transactions (e.g. terrorist financing)
- processes personal data confidentially and responsibly, protects it efficiently, and uses it only for legitimate purposes
- at all times respects and ensures the privacy of all persons, natural or legal, who are directly or indirectly involved in or included in the process in question
- complies with all applicable customs and export control regulations

Read, understood and acknowledged:

Date, legally binding signature