

## Supplier Code of Conduct

Dear suppliers,

As a leading technology company in plant engineering and as a responsible, strong employer and business partner, we - the Eisenmann GmbH and the Eisenmann Engineering GmbH (hereafter: Eisenmann) - implement innovative and resource-saving systems and services for our customers.

Our business success is based on values of our corporate mission which is complemented by our internal Code of Conduct. These are the values we focus on every day in our business activity. As a company, sustainability, integrity, fairness and compliance with laws are very important for us.

Accordingly, we also expect our suppliers and their subcontractors to behave ethically and with integrity and to comply with all applicable laws and regulations.

In detail, our suppliers and their affiliates must adhere to the following principles and commit their subcontractors accordingly:

- **Compliance with laws**

Our suppliers are obliged to comply with all applicable national and international laws and to behave ethically.

- **Integrity in business**

Our suppliers are obliged to prohibit, refrain from and not to tolerate any form of corruption, blackmail, infidelity or embezzlement. In particular, suppliers shall not accept or offer bribes or other illegal payments – especially to public officials – nor directly or indirectly grant or accept invitations, gifts, benefits or attributions beyond the scope permitted by law. Suppliers shall also not offer or grant gifts or other attributions for the personal benefits of our employees or related parties such as their relatives and friends.

- **Fair competition**

Our suppliers shall comply to all rules of fair competition and applicable antitrust laws.

- **Combating money laundering**

Our suppliers shall comply with applicable anti- money laundering regulations. Money laundering refers to concealing financial resources from illegal activities such as terrorism, drug-trafficking or the transfer of money from illegal activities into the legal financial and economic cycle to give them an appearance of legality and conceal their actual origin and owner's identity.

Eisenmann conducts business relationships only with business partners whose business is in accordance with applicable laws and regulations and whose financial resources are of legal origin.

- **Protection of confidential information and data**

Our suppliers are obliged to protect confidential information in an appropriate manner, to use it only to the permitted extent and in particular not to disclose it to unauthorized third parties. Our suppliers shall comply with applicable national and international data protection regulations. We also expect our suppliers to comply with individual contractual confidentiality obligations.

- **Conflict of interests**

We expect our suppliers to inform us immediately about existing or potential conflicts of interests if they arise or are detected during initiation or execution of an order. Conflicts of interests are situations in which personal interests conflict or can conflict with the interests of the respective Eisenmann-company or its affiliates. Private interests shall not influence commercial activities of employees neither of the supplier nor of Eisenmann. Commercial decisions shall base on factual and objective considerations solely.

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### ▪ **Commercial Control**

Our suppliers are obliged to comply with all applicable laws and regulations of economic sanctions, export control and import when importing and / or exporting goods, services, hardware, software or technology.

### ▪ **Human Rights, prohibition of child and compulsory labor**

We expect our suppliers to commit to the protection of international Human Rights. In particular our suppliers are obliged to exclude all forms of child labor and forced labor in their company and supply chain. This includes the work of children under the age of 15, slavery, debt bondage and all forms of forced labor, as well as work that endangers health, safety or morality.

### ▪ **Prohibition of discrimination**

We expect our suppliers to commit to the principle of non-discrimination of employees. We expect our suppliers to base their selection of employees on their qualifications and abilities and to safeguard equal opportunities in employment.

### ▪ **Working time and payment**

Our suppliers are obliged to provide payments and benefits in accordance with applicable laws and to pay in accordance with the applicable statutory minimum wage or better. Furthermore, our suppliers shall comply with all applicable statutory or official working time regulations.

### ▪ **Occupational health and safety, environmental protection, sustainability,**

Environmental protection and protection of natural resources are preconditions for our actions. Additionally, the health and safety of our employees and that of our customers at their workplace have top priority. Our suppliers shall comply with applicable national and international environmental, health and safety regulations and standards. We expect suppliers to build and deploy an appropriate environmental management system (for example, in accordance with ISO 14001) to minimize environmental impact and hazards and to improve environmental protection in day-to-day operations. In addition, we expect our suppliers to take sustainability aspects in production, purchasing and delivery into account.

### ▪ **Conflict material**

Our suppliers are obliged to ensure that no products with metal are supplied to Eisenmann, whose source minerals or derivatives come from a conflict region where they directly or indirectly contribute to financing or supporting armed groups.

### ▪ **Prohibited substances**

All suppliers are obliged to ensure the compliance with and implementation of the legal provisions applicable to the handling of prohibited or restricted substances and to confirm compliance in particular but not conclusively with:

- (EG-)VO 1907/2006
- (EG-)VO 1272/2008
- 2011/65/EU RoHS, former 2002/95/EG and 2012/19/EU (WEEE), former 2002/96/EG,
- Dodd-Frank-Act, Art. 1502.

### ▪ **Reporting unlawful conduct**

We expect our suppliers to set up communication channels for their employees, which can be used to report confidentially about possibly unlawful behavior. We further expect our suppliers to conduct investigations based on such reports and, if necessary, take action against unlawful conduct.

### ▪ **Ensuring compliance with the Supplier Code of Conduct in the supply chain**

Suppliers shall ensure that the principles set out in this Code of Conduct are obeyed throughout their supply chain in particular by all subcontractors.

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- **Inspections and sanctions**

Eisenmann reserves its right to control suppliers' compliance with its contractual and legal obligations unannounced and at any time, either by itself or by third parties.

Eisenmann may inspect and make copies of relevant data, documents, and other records of the supplier (including data, documents and records of subcontractors that are stored and available at the supplier). Eisenmann is entitled access the Contractor's premises or the Site and the relevant data, documents, and other records in order to conduct audits. The Contractor shall provide Eisenmann at no charge with the best possible support in the exercise of the audit rights including, but not limited to, providing in writing promptly all the information required for Eisenmann to exercise its audit rights. If the Contractor did violate its contractual or legal obligations, the fees charged for such audit are borne by the Contractor. The supplier will assist Eisenmann without charge and to the best of its abilities in the exercise of the control rights in particular but not limited to promptly provide all information necessary for exercising the control rights in writing. If supplier breached his contractual or legal obligations, he shall bear the costs of such inspections. Eisenmann may use and exploit the data, documents and other documents and other knowledge acquired in the exercise of control rights in particular vis-à-vis customers, courts and authorities. Eisenmann is entitled to make necessary dispositions and to issue instructions ensuring supplier's compliance with its legal and contractual obligations. If Eisenmann exercises its control rights or issues orders or instructions, this does not change the responsibility of the supplier; assumptions of obligations and responsibilities by Eisenmann are hereby expressly not connected.

- **Consequences of violating the Supplier Code of Conduct**

Any violation of the principles and requirements set forth in this Supplier Code of Conduct will be considered a material breach by the supplier of the supplier's contractual obligations.

In case of supplier or one of its subcontractors violates the Supplier Code of Conduct, Eisenmann reserves its right to initiate appropriate consequences and in particular to inform the supplier of violations. If the violation cannot be remedied, is not remedied within a reasonable period or if a continuation of the contract is unreasonable for Eisenmann, Eisenmann is entitled, without prejudice to further claims, to withdraw from the contract or terminate the contract.

In addition, Eisenmann is entitled, after unsuccessful warning, to terminate the business relationship with the supplier if the supplier or one of its subcontractors denies or constrains Eisenmann or a third party from exercising its control rights. The right of Eisenmann to assert further remedies, including provisional legal protection and further damages of any kind, remains unaffected.

This Supplier Code of Conduct applies to all future contracts and orders between Eisenmann and the Supplier as well as to all existing, not yet fully completed contracts and orders between Eisenmann and the Supplier. The right of inspection also applies to all contracts and orders that have already been fully processed. The Eisenmann Supplier Code of Conduct applies for the benefit all companies within the Eisenmann group. Aforesaid agreements are in each case subject to the law of the location in which the respective purchasing Eisenmann company has its principal place of business.

By accepting our orders Supplier undertakes to comply with all obligations arising from this Code of Conduct in addition to the obligations arising from supply agreements or any other contracts.