

Code of Conduct for our Suppliers

MÄC GEIZ Handelsgesellschaft mbH takes its social responsibility very seriously and is committed to ecologically and socially responsible corporate management. Respect for human rights and environmental standards are fundamental values that we take into account in our business activities. The German Act on Corporate Due Diligence to Avoid Human Rights Violations in Supply Chains (Lieferkettensorgfaltspflichtengesetz - LkSG) means that we also undertake to observe legally defined human rights and environmental due diligence obligations in our supply chain in an appropriate manner. This is aimed at preventing or minimising human rights or environmental risks and ending the violation of human rights or environmental obligations.

MÄC GEIZ is committed to ensuring that the products we offer are manufactured in a way that respects internationally recognised human rights and the environment. We take all necessary measures to avoid, as far as possible, the impact of our business activities on the environment and our surroundings. Our goal is to prevent, end or at least minimise violations of human rights and environmental obligations. In addition, our principles include a respectful and fair working culture. We treat all persons fairly, with respect and dignity. We aim to create and maintain a work environment that is free from harassment, intimidation, inhumane treatment and discrimination based on nationality, ethnicity, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief or any other characteristic protected by applicable laws. We adopt a zero-tolerance approach to retaliation such as threats, intimidation, exclusion, humiliation and reporting issues in bad faith or with malicious intent.

We expect the same from our suppliers. By suppliers we mean suppliers of goods as well as service providers. This includes suppliers of goods and operating materials, but also craftsmen, cleaning companies, consultants and auditors as well as shipping and transport companies. We want to work with business partners who share our expectations and who, like us, want to treat each other honestly, respectfully and responsibly.

The following principles represent our expectations of our suppliers and form the basis of all future deliveries and services. Our suppliers agree to comply with the principles of the Code of Conduct, and pass them on along the supply chain.

We reserve the right to adapt this Code of Conduct at any time should this be necessary based on the risk analysis we regularly perform or due to a changed legal situation.

Demands placed on our suppliers

Human rights and environmental standards

We expect our suppliers to comply with the principles and requirements of the frameworks and standards listed below:

- The United Nations Universal Declaration of Human Rights
- The United Nations International Covenant on Political and Civil Rights
- The International Covenant on Economic, Social and Cultural Rights of the United Nations
- The International Labour Organization (ILO) Conventions and Protocols on Labour and Social Standards
- The Minamata Convention on Mercury, the Stockholm Convention on Persistent Organic Pollutants and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal.

Our suppliers must avoid or minimise human rights or environmental risks in their business activities, just as we do, and without delay end any violation of human rights-related or environmental obligations. By law we are required to assess our supply chain for human rights and environmental risks, from the extraction of raw materials to the delivery of our products to the end customer, and adopt preventative and remedial measures if risks or breaches of duty are identified. These measures may also result in a complete termination of the business relationship.

We therefore have, in particular, the following expectations of our suppliers:

1. Prohibition of child labour

Child labour must not be used or supported in any way. Suppliers are required to comply with the recommendation from the international ILO Convention No. 138 on the Minimum Age for the Employment of Children, and ILO Convention No. 182 on the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour. Accordingly, children of an age lower than the age at which compulsory education ends under the law of the place of employment may not be employed. In any case, the age may not be less than 15 years. In Germany, the Youth Protection Act is taken into account. If children are found at work, the supplier shall adopt the measures necessary to remedy the situation and comply with the requirements of the law of the place of employment. The supplier is to document this. Young workers' rights are to be protected. Workers under the age of 18 may not be employed in work that is harmful to the health, safety or morals of children (e.g. night work, overtime or work with toxic or hazardous substances).

2. Prohibition of forced labour

No forced labour, modern slavery or work of a similar nature may be used. Any work must be voluntary and without threat of punishment. Employees must be able to leave work or employment at any time. In addition, there must be no unacceptable treatment of workers, such as psychological hardship, sexual and personal harassment or humiliation.

3. Occupational health and safety

The supplier is responsible for providing a safe and healthy working environment in all aspects of its operations. By setting up and applying appropriate occupational safety systems, or occupational health and safety management systems, necessary precautionary measures are adopted against accidents and detrimental effects on health that may arise in conjunction with the activity. In addition, action is taken to ensure that employees comply with all applicable

laws and regulations in respect of occupational health and safety, including regular occupational health and safety training. Excessive physical or mental fatigue shall be prevented by way of appropriate measures in relation to working hours and rest breaks. Working hours must comply with applicable laws. In addition, employees shall be regularly informed and trained in respect of applicable health and safety standards and measures. Employees shall be provided with access to drinking water in sufficient quantities and access to clean sanitary facilities. Suppliers ensure that their workers have the opportunity to report any injuries, illnesses or unsafe conditions without delay and stop work that may be unsafe so that appropriate action can be taken. Furthermore, the supplier shall ensure that sufficient training is provided for particularly high-risk activities (e.g. handling chemicals).

4. Freedom of association

The supplier must respect its employees' rights with regard to freedom of association, freedom of assembly and collective bargaining, insofar as this is legally permissible and possible in the respective country. The supplier's business activities must not impede the right of workers to form trade unions and other employee representative bodies, and to participate in them for the purpose of jointly safeguarding their interests. Worker representatives shall be protected from discrimination. Workers shall not be discriminated against on the grounds of forming, joining or being a member of such an organisation. Their workers' representatives shall be granted free access to their colleagues' workplaces to ensure that they can exercise their rights in a lawful and peaceful manner. In cases where freedom of association and the right to collective bargaining are restricted by law, alternative means of independent and free association of workers for the purpose of collective bargaining shall be provided.

5. Prohibition of discrimination

The unequal treatment of and discrimination against employees in any form is inadmissible unless it is justified by the requirements of the employment. This applies, in particular, to discrimination based on national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief or other characteristics protected by applicable laws. The personal dignity, privacy and personal rights of each individual are respected. Equal remuneration shall be paid for work of equal value.

6. Reasonable remuneration

Remuneration of employees by the supplier, including overtime pay, must meet the legal requirements, in particular comply with the minimum wage regulations. In addition, the supplier is expected to be aware of the local cost of living for workers and their family members, and pay wages that meet or exceed local living wages.

7. Preservation of natural resources

Suppliers must not deprive people of land, forests or waters, the use of which secures their livelihoods, in violation of legitimate rights. The rights of indigenous peoples must be respected. Harmful soil alteration, water and air pollution, noise emissions and excessive water consumption must be refrained from if this significantly impairs the natural basis for the production of food, damages the health of persons, or prevents the access of persons to safe drinking water or sanitary facilities.

8. Use of security personnel

Our suppliers are responsible for ensuring that the use of public or private security forces to protect a business project does not violate the prohibition of torture and cruel, inhuman or degrading treatment, pose a threat to life or limb, or interfere with freedom of association and freedom of association.

9. Handling waste and hazardous substances

Our suppliers are expected to follow a systematic approach to identify, handle, reduce and responsibly dispose of or recycle solid waste. Our suppliers shall use mercury in accordance with the prohibitions of the Minamata Convention, dated 10 October 2013. Persistent organic pollutants are to be used in accordance with the Stockholm Convention, dated 23 May 2001 (POPs Convention), as stated in the current version. In addition, the Suppliers are also to refrain from the production and use of the chemicals listed in Article 3(1)(a), and Annex A, of the POPs Convention to the extent that applicable national law provides for this in accordance with the POPs Convention. They shall also refrain from handling, collecting, transporting and storing waste in a non-environmentally sound manner contrary to the legal requirements applicable in accordance with Article 6(1), letter (d), points (i) and ii) of the POPs Convention. The prohibitions on the export of hazardous wastes in the Basel Convention dated 22 March 1989, as stated in the current version, are to be observed. Chemicals or other materials that pose a hazard if released into the environment are to be identified and handled in a manner that ensures safety during their handling, transport, storage, use, recycling or reuse and disposal.

Implementing the requirements

We expect our suppliers to implement measures that enable them to identify human rights and environmental risks within their own business field, and their own supply chains, and adopt appropriate measures to prevent or minimise the risks. Insofar as the suppliers become aware of violations of human rights or environmental obligations in their own business field, they are to inform MÄC GEIZ in writing about these circumstances without delay.

The suppliers undertake to cooperate in the analyses of human rights and environmental risks performed by MÄC GEIZ itself, and any subsequent preventive measures. MÄC GEIZ verifies compliance with the standards and regulations listed in this document by means of appropriate measures, which may include a self-assessment questionnaire as well as risk-based audits or on-site inspections at the suppliers' premises. Suppliers agree that MÄC GEIZ may perform such audits to verify compliance with the Code of Conduct for Suppliers at the supplier's premises during normal business hours by way of reasonable advance notice.

Suppliers, their employees and any other persons are entitled to contact MÄC GEIZ via the complaints procedure established by MÄC GEIZ to report any violations of this Code of Conduct. MÄC GEIZ will carefully consider all complaints in accordance with the Code of Conduct published on the MÄC GEIZ website. MÄC GEIZ does not accept any discrimination or other harassment of complainants and whistleblowers.

Violations of the Code of Conduct for our Suppliers are to be remedied without delay. If a remedy is not possible in the foreseeable future, the supplier shall notify MÄC GEIZ of this without delay and, with MÄC GEIZ, draw up a concept with a specific time schedule for ending or minimising the violation. Violations of the Code of Conduct may result in the termination of all business relations with MÄC GEIZ, irrespective of the legal right to extraordinary termination of existing contracts. This does not affect further-reaching rights to compensatory damages.