

## Code of Conduct for Suppliers

Bertrandt Group\* (hereinafter referred to as “BERTRANDT”) is a leading provider of engineering services in international automotive industry, aerospace and aviation industry, in mechanical and plant engineering, electronics, shipbuilding, medical technology and energy. BERTRANDT acknowledges its responsibility towards customers, shareholders, business partners and the entire workforce within the Group in the present code of conduct. Our company culture is based on shared values such as setting an example, trust, fairness and appreciation in our dealings with customers, employees, business partners and the world at large.

With this code of conduct for suppliers, we ensure that our principles and values, as well as international standards and laws, are in line with entrepreneurial thinking and action within the framework of service provision throughout the entire supply chain.

Therefore, compliance with this code of conduct is an essential requirement for long-term business relationships with BERTRANDT.

### **Compliance with laws and standards**

What we expect from all companies in our supply chain is that they comply with both, national and international laws, and standards as well as with the principles and values outlined below. Accordingly, requirements relating to export control and economic sanctions are relevant along our entire supply chain and must be considered and complied with by all our suppliers and within their supply chains.

### **Treatment of employees & candidates**

We respect and uphold fundamental human rights and the workers’ rights enshrined in the national legislation in force. We expressly state our commitment to abolishing all forms of forced labour and child labour. We also expect this from our suppliers. At the same time, we expect our suppliers to respect and uphold the constitutional fundamental rights of their employees to freedom of association and collective bargaining.

We are committed to firmly opposing any form of discrimination based on gender, race, age, skin colour, religion, familial status, sexual orientation, origin, physical or mental disability or any other characteristic that is subject to special protection under applicable legislation. This particularly applies to discrimination of employees. We respect the personal dignity, personal rights and private sphere of all employees. We treat each other with openness and honesty in a manner characterized by respect and responsibility. We also expect this from our suppliers.

\* Bertrandt Group means Bertrandt AG including all affiliated companies with a direct or indirect share of at least 50 %.

In addition, we are committed to ethical recruitment in our application and hiring processes. We respect and comply with internationally recognized human rights, laws, and labor standards. We take into account all measures and practices that promote efficiency, transparency and the protection of applicants and employees, and ensure the appropriate recognition of skills and qualifications. Furthermore, we respect women's rights and explicitly guarantee the right to equal pay, including other benefits, and to equal treatment for work of equal value, as well as equal treatment in the evaluation of work quality. Such as Bertrandt, our supplier shall avoid any form of discrimination in the recruitment process and in the employment relationship.

### **Human rights, Modern slavery including human trafficking, forced, bonded or indentured labour**

Such as Bertrandt, suppliers must commit to cultural diversity and respect the rights of ethnic, religious, indigenous peoples or comparable minorities and promote cooperation characterized by mutual respect. Suppliers must prevent any involvement in all forms of modern slavery, including human trafficking, forced, bonded or indentured labour. All work must be performed on a voluntary basis by all employees. Suppliers are expected to provide all employees with a written contract in a language they understand clearly indicating their rights and responsibilities with regard to wages, working hours, benefits and other working and employment conditions. Suppliers must not retain any form of employee identification documents (e.g., ID, passports or work permits), nor destroy or deny access to such documents as a condition of employment unless required by applicable law. Suppliers must not charge employees fees, recruitment costs or deposits, directly or indirectly, as a precondition of work. Suppliers must respect the right of workers to terminate their employment after reasonable notice and to receive all owed salary. Suppliers must respect the right of workers to leave the workplace after their shift.

### **Remuneration and working hours**

Our suppliers comply with the applicable laws in force regarding working hours and ensure that their employees receive appropriate remuneration in accordance with the applicable legislation (e.g. minimum wage).

### **Health and occupational safety**

Taking account of legal and social conditions, our suppliers constantly improve their working conditions and health protection to limit actual and potential risks in the workplace. They support all employees in promoting their own health and acting to prevent accidents and occupational illnesses. To this end, occupational safety and health promotion are firmly fixed in the company processes of our suppliers.

**Environmental protection**

BERTRANDT expects that all suppliers will comply with local, national and international laws and standards regarding environmental protection. This includes, amongst others, the fulfilment of all the requirements of the EU Chemical Regulation REACH (Registration, Evaluation, Authorization and regulation of Chemicals).

Our suppliers shall constantly work to minimise environmental impacts in the form of greenhouse gas emissions, water and air pollution as well as waste and to improve environmental protection in any possible way. This also includes a responsible chemicals management and where feasible decarbonization. Suppliers shall also avoid and minimize impacts on biodiversity. Suppliers shall seek opportunities for biodiversity conservation linked to their activity. Suppliers shall make their best efforts to generate positive impact on biodiversity and the livelihoods of local people. Harmful land/forest/soil alteration, harmful noise emissions shall be avoided. Suppliers shall treat animals well.

We expect our suppliers to set up and use an appropriate environmental management system and to strive at all times to act sustainably in an energy and resource-efficient, environmentally conscious way. Suppliers must endeavour to minimise the effects of any activities on the environment and to establish sustainable resource management processes. We expect the use of renewable energies as far as possible and feasible and avoidance of fossil energies. We also ask our suppliers to promote the circular use of raw materials by reusing or recycling them. While maintaining competitiveness, they must ensure that product design is set up to consider the entire life cycle of their products and services.

**Respect for land rights**

We condemn any kind of illegal and human rights violating deprivation of land. This applies to forced eviction or the taking of land, forests, and waters for personal gain, that may deprive people or communities of their livelihoods. The same applies to the indirect deprivation or degradation of the livelihoods of local communities, e.g., through environmental pollution.

**Prohibition of corruption and bribery**

We require our suppliers to prevent all forms of corruption, bribery, and the acceptance or granting of any inadmissible advantages in the supply chain. By ensuring a high level of transparency in our business processes, we prevent such practices from taking root. We especially demand that, in the course of collaboration, employees of our suppliers, subcontractors or their legal representatives do not promise or guarantee our employees any advantage in exchange for financial, economic or other reward.

**Export control**

Suppliers must ensure that their business practices are in compliance with Export Control Laws and regulations including the US, EU and any applicable national regulations, including compliance with international sanctions and embargoes. Suppliers shall provide truthful and accurate export control classification and information and obtain export control licences or otherwise authorisations when required and must communicate any declarations where necessary.

**Identity protection and non-retaliation**

Programmes that ensure the confidentiality, anonymity and protection of whistleblowers among suppliers and workers must be maintained, unless prohibited by law. Suppliers should have a communicative process in place allowing their employees to express concerns without fear of reprisals.

**Honesty and transparency**

In the course of their activities, our suppliers ensure that the results of their work guarantee an undistorted result when they are later used in the intended end products of our customers. As far as technically possible, all suppliers guarantee that they will prevent any actions that enable or promote manipulative/falsifying actions or functionalities in the use of their deliveries.

**Avoiding conflicts of interest**

BERTRANDT expects all suppliers to avoid any conflict of interest that could negatively influence an existing or pending business relationship.

**Fair competition and intellectual property**

Our suppliers comply with national and international competition laws and do not engage in price fixing or other actions in violation of antitrust legislation. The intellectual property of third parties is to be respected and protected.

**Security culture and data protection**

As an engineering partner, BERTRANDT takes its responsibility for developing safety-relevant vehicle systems seriously. Keeping every individual who handles products (co-)developed by us safe is therefore a matter of particular concern to us. Our suppliers ensure that they avoid placing people and society at risk and actively promote safety consciousness at all levels of their organisation.

The processing of personal data always takes place in harmony with the national and international data protection laws in force. Personal data is only processed by suppliers and their sub-contractors/own suppliers if there is a valid legal reason for doing so. BERTRANDT always processes personal data provided by suppliers and their own sub-contractors/suppliers on the basis of a valid legal ground.

### **Maintain Accurate Records**

Suppliers are expected to create, store and maintain business records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. Suppliers are expected to have in place appropriate related controls to ensure the above activities are accurately and securely performed. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements.

### **Supply chain and subcontractors**

Compliance with the principles and requirements outlined in this code of conduct is to be required to an appropriate extent by our suppliers from their own suppliers/subcontractors/supply chain.

### **Supplier relationships and compliance with the code of conduct**

To ensure quality is maintained throughout the supply chain, BERTRANDT carries out regular supplier evaluations. Potential measures resulting from the evaluation will be individually agreed with the supplier. Our suppliers give their assurance that they will implement the agreed measures in a timely manner.

BERTRANDT may monitor compliance with the principles and requirements in this code of conduct through spot checks. To do so, BERTRANDT or a third party on behalf of BERTRANDT will agree a date with the supplier and then carry out an on-site audit. Violation of or disregard for the requirements and principles in this code of conduct by the supplier will be considered significantly detrimental to the contractual relationship. Proof that the code of conduct has not been observed or no suitable corrective measures have been taken by an appropriate deadline set by BERTRANDT will be considered a compelling reason for extraordinary termination of any commercial relationship.

**Declaration by the supplier**

By signing, the supplier declares

- that they have received, read and understood the code of conduct for suppliers
- and that they recognise and will observe all the requirements, regulations and principles contained therein.

Place, date \_\_\_\_\_

\_\_\_\_\_  
Supplier (complete company name)

Stamp:

\_\_\_\_\_  
Legally binding signature for the supplier

\_\_\_\_\_  
(Name in block letters)