

Code of Conduct for Suppliers of the Roto Group (Supplier Code of Conduct – “SCoC” – August 2022)

I. Introduction

The Roto Group (“we”) are committed to responsible and sustainable corporate management. We expect our employees to adhere to the principles of ecological, social and ethical conduct. We expect the same from our suppliers.

We have set the goal of consistently optimising our corporate activities in terms of sustainability. We ask that you as our suppliers (“you”) contribute to our efforts.

By signing this Supplier Code of Conduct, you as a supplier accept the validity of the regulations listed below as a basis for all future deliveries to the Roto Group.

This Code of Conduct is based on international agreements such as the UN Universal Declaration of Human Rights, the Children’s Rights and Business Principles, the UN Guiding Principles on Business and Human Rights, the international work standards of the International Labour Organization, and the UN Global Compact, as well as national laws and regulations, in particular the Act on Corporate Due Diligence in Supply Chains (LkSG; <https://www.bmas.de/EN/Services/Press/recent-publications/2021/act-on-corporate-due-diligence-in-supply-chains.html>). As far as reference is made to ILO conventions (<https://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/lang--en/index.htm>), this reference is provided as an interpretation aid for the corresponding obligation.

II. Requirements imposed on our suppliers

1. Social responsibility

1.1. Exclusion of forced labour (see in particular ILO conventions 29, 105 and 182)

There must be no forced labour, slave labour, slavery-like practices, bondage, or other forms of domination or suppression in the environment of the work location. All work must be voluntary and performed without threat of punishment. Unacceptable treatment of workers includes for example psychological pressure, economic or sexual exploitation, and humiliation. Contracting and deployment of security personnel must be avoided if in the course of their deployment persons are tortured, treated cruelly or inhumanely, or humiliated, killed or injured, or their freedom of association is compromised.

1.2. Prohibition of child labour (see in particular ILO conventions 79, 138, 142 and 182)

Child labour must not be permitted in any phase of production. You are expected to adhere to the recommendations of the ILO conventions on the minimum employment age of children. Accordingly, an employees’ age must not be less than the age their general compulsory education ends at the work location, and never less than 15 years. Young employees less than 18 years of age must not be assigned to perform work which is foreseeably harmful to the health, safety or decency of children.

1.3. Fair wages (see in particular ILO conventions 26, 31, 95, 131 and 173)

The wages for regular working hours and overtime must be at least equal to the national legal minimum wage or the industry standards, whichever is higher. Your employees must be granted all legally required benefits. Wage deductions as a means of punishment are not permissible.

1.4. Fair working hours (see in particular ILO conventions 1 and 14)

Working hours must be fair and adhere to currently applicable laws or industry standards.

1.5. Freedom of association (see in particular ILO conventions 87, 98, 135 and 154)

You must respect your employees' right to found and join organizations as they choose. These organizations are permitted to act freely in accordance with local law at the work location, and in this context are permitted to engage in collective negotiations and strikes. Employees must not be discriminated against based on the founding, joining or membership in such an organization.

1.6. Prohibition of discrimination (see in particular ILO conventions 100, 111 and 159)

Any form of unequal treatment of employees is impermissible, as far as it is not justified by work requirements. This applies, for examples, to discrimination based on gender, national, ethnic or social ancestry or origin, skin colour, disability, health status, political ideology, world view, religion, age, pregnancy or sexual orientation. Unequal treatment includes in particular unequal pay for equivalent work.

1.7. Health protection; safety in the workplace (see in particular ILO conventions 155 and 187)

You are responsible for providing a healthy work environment. You must not violate the work safety obligations applicable at the work location if this causes a risk of work accidents or work-related health hazards, in particular due to (1) obviously insufficient safety standards in the provision and maintenance of the work location, workplace and work equipment, (2) the absence of suitable protective measures to avoid effects of chemical, physical or biological substances, (3) the absence of measures to avoid undue physical and mental strain, in particular due to unsuitable work organization with regard to working hours and breaks, as well as (4) inadequate training and instruction of employees.

1.8. Conservation of natural life resources

You must not unlawfully withhold land, forests or bodies of water whose use constitutes the livelihood of persons. Harmful changes to soils, pollution of bodies of water or the air, harmful noise emissions as well as undue water consumption must be avoided if it damages the health of persons, significantly compromises the natural resources needed to maintain and produce food, prevents persons from accessing clean drinking water, or impairs or blocks persons' access to sanitary facilities.

1.9. Handling conflict minerals

For your handling of the conflict minerals tin, tungsten, tantalum and gold, as well as other resources like cobalt, you must develop processes in accordance with the Guiding Principles of the Organization for Economic Cooperation and Development OECD on adherence to due diligence for promoting responsible supply chains for minerals from conflict and high-risk areas. You will inform the affected Roto company without delay and on your own initiative about any conflict materials contained in the goods you supply.

1.10. REACH / RoHS

You guarantee that the goods you supply conform to the current version of Regulation (EC) No. 1907/2006 (REACH), in particular that any substances contained in the goods are registered if required. You comply at

your own initiative with your obligations under REACH as a supplier of a substance or mixture. You guarantee that the goods you supply contain no substances of the so-called Candidate List as per Section 59 (1) and (10) REACH. You will inform the purchasing Roto company in writing without delay if any goods you supply contain substances of the Candidate List, regardless of the respective reason. You will provide all relevant information without delay. You will keep abreast of expansions/additions to the Candidate List.

You further guarantee that the goods you supply comply with the current version of Directive 2011/65/EU of the European Parliament and the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS II).

2. Ecological responsibility

2.1. Treatment and disposal of industrial wastewater

Wastewater from operational processes, production processes and sanitary facilities must be typified, monitored, tested and if necessary, treated before being discharged or disposed of. In addition, measures should be introduced to reduce the amount of wastewater being produced.

2.2. Handling emissions

General emissions from operational processes (air and noise emissions) as well as greenhouse gas emissions must be typified, routinely monitored, tested and if necessary, treated before being released. You are also responsible for monitoring your exhaust cleaning systems and are expected to develop economical solutions for minimizing any kind of emissions.

2.3. Handling waste and hazardous materials

You are following a systematic approach for determining solid waste, handling it in environmentally responsible ways, reducing it and responsibly disposing of it or recycling it. The prohibitions of exports of hazardous wastes in the current version of the Basel Convention of 22 March 1989 must be adhered to. Chemicals or other materials which pose a hazard to the environment if released must be determined and treated in ways that guarantee the safe handling, transport, storage, use, recycling or re-using, and disposal of these substances.

2.4. Mercury

Mercury must only be used in accordance with the prohibition of the Minamata Convention of 10 October 2013.

2.5. Persistent organic pollutants

Persistent organic pollutants must only be used in accordance with the current version of the Stockholm Convention of 23 May 2001.

2.6. Reducing consumption of raw materials and natural resources

The use and consumption of resources during manufacturing and the production of waste of any kind, including water and energy, must be reduced or avoided. This can occur either directly at the place where waste is generated or by means of processes and measures, for example by changing production and maintenance processes or other procedures within the company, by using alternative materials, by saving or recycling, or by re-using materials.

2.7. Handling energy consumption/efficiency

The energy consumption must be monitored and documented. You must find economical solutions for improving energy efficiency and minimising energy consumption.

3. Ethical business practices and compliance

3.1. Fair competition

You commit to complying with the recognised principles and currently applicable national regulations on fair competition and to adhering to and applying current antitrust law.

3.2. Confidentiality/Data protection

You commit to complying with currently applicable data protection laws.

3.3. Intellectual property

You commit to respecting third party rights to intellectual property.

3.4. Integrity/bribery and avoidance of conflict of interest

You commit to demonstrating a high standard of business ethics, to adhering to the current national laws, and to not engaging in any form of corruption, bribery, fraud or extortion.

III. Implementation of the requirements

With respect to your supply chains, we expect you as our supplier to identify human rights and environmental risks and compliance risks within those supply chains and to take appropriate prevention and corrective measures. In the event of suspected violations and to secure your high-risk supply chains, you will inform us regularly and in a timely manner of any identified violations and risks and the measures you have taken.

You commit to adequately addressing the requirements listed under No. II above along your own supply chains and to endeavouring to commit your own suppliers accordingly wherever possible.

You agree to our monitoring your compliance with the standards and regulations listed in this document on a regularly basis and as warranted by current events. To do so, we will generally use a self-assessment questionnaire, and conduct risk-based audits in your production locations. Audits in your business premises will be conducted during regular office hours after adequate prior notification by persons whom we assign and who will be obliged to maintain confidentiality regarding your operational and business secrets. You may object to individual auditing measures if they would violate compulsory data protection regulations.

If a violation of the regulations of this Code of Conduct is detected, we will inform you without delay and set an appropriate deadline for adjusting your conduct to comply with these regulations. If correction of your conduct is not possible within a foreseeable time period, you must notify us without delay and work with us to develop a concept and schedule for discontinuing or minimising the violation. If the deadline is exceeded without any measures being implemented or the implementation of the measures defined in the concept fail to correct the situation and there is no less severe alternative, we and the Roto companies in direct business relationships with you are entitled to terminate the business relationship and cancel all contracts. This does not affect our legal and/or contractual rights, in particular our right to extraordinary termination for important reason as well as our right to claim damages.



IV. Acknowledgement and confirmation

By signing this document, you commit to acting responsibly and adhering to the principles and requirements listed in this Code of Conduct. Your further commit to communicating the content of this Code of Conduct to your employees, delegates and subcontractors and to taking all necessary measures for implementing the requirements.

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City, Date

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Signature

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Signature

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Company name and address / stamp