

# Supplier Code of Conduct

# Sealing the future with integrity

Suppliers play an important role in SaarGummi's value chain. This Code of Conduct for Suppliers ("Code") defines the basic requirements SaarGummi's Suppliers must comply with in general and in their dealings with SaarGummi.

The main purpose of this Code is to promote ethical, social, and environmentally conscious business practices at all stages of the supply chain worldwide by setting out common standards for working conditions and human rights, health and safety, business ethics and environment.

SaarGummi expects its Suppliers to cascade SaarGummis expectations throughout its own and also its supplier's organization. The Supplier must proactively address any risk of violation of the Code and shall implement appropriate channels and remediation mechanisms (e.g. whistleblowing tool) within their organizations.

This Code shall form an integral part of any agreement between SaarGummi and the Supplier.

# I. Working Conditions and Human Rights

The Supplier shall maintain in all operations worldwide a strong commitment to high standards that deliver a fair, respectable, and safe workplace for all employees. In particular, it shall uphold the following principles:

# A. Child labor and young workers

The Supplier shall not tolerate the hiring of child labor under any circumstances. The minimum age for full-time employment must be 15 or the legal minimum age for employment under applicable law, whichever is higher. Where the applicable local minimum working age is 14, in accordance with exceptions for developing countries supported by international conventions, this lower age will apply.

# B. Wages and benefits

The Supplier shall aim to pay competitive wages based on local market conditions. In addition to compensation for regular working hours, employees must be compensated for overtime hours at the rate required by applicable laws.

## C. Working hours and annual leave

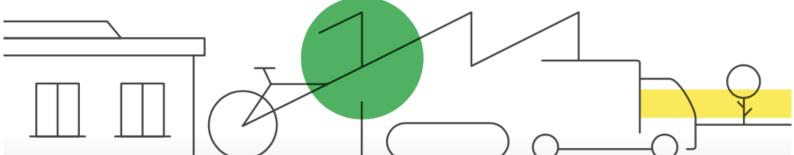
The Supplier must comply with all laws regarding employment conditions, including working hours, annual leave and overtime, and will abide by agreements negotiated with employees' representatives.

#### D. Forced Labor/Modern slavery

The Supplier shall not tolerate any form of modern slavery, i.e. slavery, servitude and forced or compulsory labour, retention of identity documents and human trafficking. No employee may be compelled to work through force or intimidation of any form, must be allowed to move around freely, leave the place of work when her/his working hours end, be aware of the terms and conditions of her/his work and be paid regularly and timely as agreed.

#### E. Health & Safety

The Suppliers facilities shall follow all health and safety standards ensuring an appropriate work environment. Supplier shall ensure that its employees' potential exposure to safety hazards, such as machines, equipment, or substances, or other chemical, biological or physical agents, are identified, assessed and controlled through proper design and/or preventative maintenance and safe work procedures. Safety information shall be made available to everyone in order to educate, train, and protect the employees from safety hazards.



## F. Freedom of association and collective bargaining

The Supplier shall respect employee's freedom of choice to be legally represented by an employee Representative Body without fear of retaliation.

#### G. Non-discrimination and harassment and ethical recruitment

The Supplier shall create a workplace where all employees are treated with dignity and respect. To achieve this, the Supplier shall ensure equal opportunities in all aspects of employment and not resort to discrimination of any kind, related to e.g. race, colour, gender, sexual orientation, religion, political belief, national or social origin, membership of a national minority, personal wealth, age or disability. Suppliers shall aim at offering their employees a working environment that is free from any instances of physical, verbal, sexual or psychological bullying (threats, manipulation, stalking, economic harm...), harassment or violence.

The Supplier undertakes to respect the rights of women, minorities and indigenous people. The Supplier shall apply the above mentioned principles to all decisions concerning its employees, from recruitment to promotions, benefits, disciplinary actions or terminations and warrants that his/her decisions are solely based on objective merits.

# H. Private and Public Security Forces

The Supplier may resort to public and private forces.

The Supplier has to make sure that the training of such forces is adequate, the forces are not provided with weapons in excess of their mandate and the local community and employees are informed of public or private security operations and objectives. If those requirements are not met or the safety measures surrounding the operations are insufficient, the use of security forces may lead to human rights violations.

# II. Business ethics

SaarGummi requires the Suppliers to uphold the highest standards of integrity and always operate honestly and equitably throughout their operations and business relationships. In particular, SaarGummi requires Suppliers to conduct their business as follows:

#### A. Corruption, extortion, and bribery

The Supplier shall conduct their business in an ethical manner and with absolute respect of the applicable anti-corruption laws. Suppliers employees during their dealings with government officials (including political candidates, employees of state-owned enterprises) or the private sector shall not resort to bribery, facilitation payments, fraud, or any corruptive behavior, either by themselves or through third parties, in order to obtain or to retain business, to secure an improper advantage or benefit or any form of preferential treatment.

#### B. Conflicts of interest

A "conflict of interest" describes any circumstance that could cast doubt on an employee's ability to act with absolute objectivity with regard to the interests of the company. The Supplier shall give priority to ensuring that its employees and the employees of its subcontractors involved in SaarGummi projects are not subject to any direct or indirect conflict in relation to SaarGummi's business interests. The Supplier is obliged to inform SaarGummi of potential conflicts of interest such as

financial interests, previous employment or family employment of its employees with SaarGummi and to obtain SaarGummi's written consent before assigning such conflicted employees to work in a business unit of SaarGummi. Decisions are made exclusively on an objective and factual basis.

## C. Privacy, Confidentiality, and Intellectual Property Rights

The Supplier acknowledges that it is necessary to exchange and allow to use certain data of relevant persons in relation to carrying out the purpose of the business relationship. Whenever the Supplier is entrusted with personal information of SaarGummi's employees, customers, or other individuals, the Supplier shall safeguard them and take appropriate steps to protect them. All applicable data privacy laws, as well as the contractual terms with Saargummi shall be observed when collecting, storing, using, processing, and sharing information about individuals.

Whenever the Supplier is entrusted with intellectual property rights, such as copyrights, patents, trademarks and logos, the Supplier shall take appropriate measures to secure them and protect them from any misuse. Trade secrets and business information will be treated strictly confidential, and Suppliers undertake to protect this sensitive information. It must be ensured that no plagiarism is used by the Supplier. In case of any breach, SaarGummi is entitled, amongst other things, depending on the breach, its seriousness, and the individually agreed contractual specifications, to request injunctive relief, punitive sums or any other protective measure available at law and equity.

## D. Fair competition and antitrust

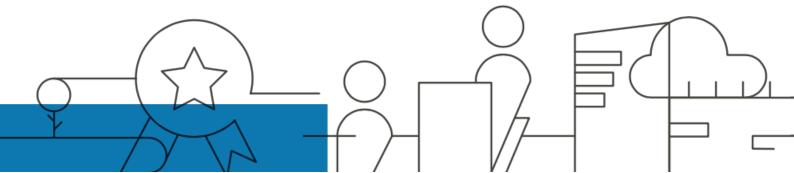
The Supplier shall comply with all applicable fair trade, competition and antitrust laws and regulations. If the Supplier has a dominant position, as required by competition laws, it shall be especially responsible to ensure that its conduct does not impair or distorts competition.

# E. Whistleblowing, reporting and protection against retaliation

The Supplier should maintain internal reporting processes for its employees to report violations of this Code and to ensure the confidentiality, anonymity and protection of its reporting employees (unless prohibited by law) and prohibit retaliation against its employees.

# III. Environment and Responsible Sourcing

SaarGummi expects from the Supplier to conduct their business in a sustainable manner, mindful of the environment and respectful of the resources in the communities in which it operates. To achieve this, the Suppliers must comply with applicable local, national and international environmental laws. The Suppliers must obtain and keep up to date all required environmental permits, approvals and registrations, comply with their operational and reporting requirements and provide SaarGummi with the relevant documentation upon request. SaarGummi encourages the Suppliers to be bold and go beyond compliance to incorporate additional environmentally sustainable practices throughout the company. We also expect the Supplier to implement and



promote these standards with their suppliers and subcontractors. In particular, SaarGummi expects the following:

## A. Decarbonization, GHG emissions, energy efficiency and renewables

The Supplier is expected to implement in their facilities cost effective methods to improve energy efficiency, increase use of renewable energy, minimize their energy consumption and greenhouse gas emissions.

#### B. Water quality and consumption

The Supplier should reduce, reuse and recycle water used during industrial processes. Supplier is also encouraged to control and treat wastewater generated from its operations prior to discharge or disposal.

## C. Land, forest and water rights and forced eviction

The Supplier respects land, forest and water rights worldwide and avoids forced evictions through preventive measures, as these violate the right to adequate housing. If Supplier plans a forced eviction, it must be legally authorised and carried out in full compliance with the relevant provisions of international human rights and humanitarian law, and an effective remedy must be sought before a court and other competent authorities.

#### D. Air quality

The Suppliers are expected to monitor, control, and reduce air emissions emanating from its operations that pose a hazard to the environment. Special attention at locations where chemicals are handled must be ensured. Moreover, the Supplier should comply with legal standards to manage air pollutant emissions.

# E. Noise emissions

The Supplier shall typify, routinely monitor, verify and, if necessary, treat emissions from operations (air and noise emissions) prior to their release. It is also the Supplier's responsibility to monitor their emissions treatment systems and the Supplier is obliged to find cost effective solutions for minimizing all emissions.

# F. Soil quality

The Supplier shall protect ecosystems and, in particular, areas important for biodiversity affected by their activities and avoid illegal deforestation in accordance with international biodiversity regulations, including IUCN biodiversity resolutions and recommendations. SaarGummi expects its suppliers to routinely monitor and control their impact on soil quality to prevent soil erosion, nutrient depletion, soil subsidence and contamination. Suppliers must routinely monitor the volume of industrial noise to prevent noise pollution.

# G. Sustainable resources management and waste reduction, reuse and recycling

The Supplier is expected to encourage and support the use of sustainable, renewable natural resources while reducing waste. Supplier is encouraged to implement a waste management strategy that targets (i) prevention, (ii) reduction, (iii) reuse, (iv) recycling, (v) energy recovery and (vi) landfill/disposal of waste in a safe and environmentally responsible manner.

#### H. Animal welfare

The Supplier shall respect the welfare of animals and provide humane treatment. No animal shall be raised, mistreated and killed and the Supplier shall preserve and promote

biodiversity. Supplier shall not itself or through others directly or indirectly conduct animal testing for research purposes or in the development processes. The Supplier does not deliver any raw materials, components, parts or assemblies to SaarGummi for which animal testing was carried out in research or animal experiments were carried out in research or development. SaarGummi expects affected suppliers processing animal products to implement standards and best practice methods for animal welfare compliance along the entire supply chain.

The Supplier is expected to preferentially use alternative non-animal testing methods, unless animal testing is required by law.

The Supplier must comply with national and international legal requirements for animal welfare as well as recognized framework guidelines that define ethical principles in this context.

## I. Responsible chemical management

The Supplier is expected to identify, minimize or eliminate the use of restricted substances in manufacturing processes and finished products to ensure regulatory compliance. Companies should also be aware of any use of reportable substances in processes and finished products, and actively investigate suitable substitutes. SaarGummi requires the declaration of all substances used in the products delivered to SaarGummi.

## J. Responsible sourcing of raw materials

The Suppliers are expected to conduct due diligence to identify the source of the raw materials in their products and to ensure that their products do not contain raw materials that contribute to human rights abuses, ethics violations or that they negatively impact the environment. They shall only source from verified conflict free providers.

# K. Export controls and economic sanctions

The Supplier shall strictly observe all applicable regulations and laws for the import and export of goods, services and information as well as payment transactions. In the course of business activities, existing sanctions and embargoes are observed within the scope of the laws and regulations.

# IV. Upstream Supplier Management

SaarGummi expects from its Supplier to also enforce similar obligations, as established in this Code of Conduct, to its own suppliers.

Supplier hereby confirms, in addition to the obligations under the supply agreements or other relevant documentation concluded with SaarGummi, that it shares, respects, adheres to and applies the values and principals stated in this Code. This document must be signed by a duly authorized person of the Supplier and returned to SaarGummi within 15 working days after receipt.

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Signature:

Name and Title:

Date: