



## Code of Conduct for Suppliers



## **A. Introduction**

AGOFORM GmbH recognizes its responsibility towards society and the environment, and is committed to legally as well as ecologically and socially responsible company management. AGOFORM strives to make its business activities and products sustainable. The integrity of AGOFORM's suppliers is an essential prerequisite here. AGOFORM therefore also expects them to meet all relevant legal and ethical requirements and to comply with recognized environmental, social and governance [ESG] standards.

This Supplier Code summarizes AGOFORM's requirements placed on its suppliers and for responsible procurement. In so doing, AGOFORM complies with the German Supply Chain Due Diligence Act (*LkSG*) and thus ensures the identification and prevention of human rights and environmental risks in its supply chain as well as redress of grievances.

## **B. Basic principles and scope**

The Supplier Code is based on internationally recognized principles from the United Nations (UN) Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the core labour standards from the International Labour Organization (ILO) and the UN Global Compact.

AGOFORM is committed to the principles set forth in this Code and requires its suppliers to comply with and implement these or comparable principles in the same manner. AGOFORM also expects its suppliers and service providers providing products or services to AGOFORM either directly or indirectly (collectively known as 'secondary suppliers') to also comply with these or comparable principles. The suppliers must pass on the requirements from this Code to their secondary suppliers in an appropriate form and take measures to implement them in their own supply chain.

## **C. Requirements for suppliers**

### **Chapter 1 Human rights and fair working conditions**

#### **1. No child labour**

Child labour must not be used or supported in any way. The supplier does not employ children under the minimum legal employment age and applicable jurisdiction in the relevant country. If no minimum age of employment is defined, the supplier will not employ any children under the age of 15. Employees under the age of 18 only perform work in accordance with legal requirements, e.g. with regard to nationally applicable working hours and conditions.

## **2. No forced labour, modern slavery and human trafficking**

Work must always be undertaken on a voluntary basis. The supplier does not use forced labour, serfdom or involuntary labour. All employees must be provided with freely negotiated work documents in a language they understand and that respects their legal and contractual rights before they begin work. Employees must retain their identification documents.

The freedom of movement of employees may not be restricted by the employer. The supplier is responsible for paying fees and taxes incurred in connection with employment. Punishment, as well as psychological and physical coercion are prohibited. Disciplinary directives and procedures have to be clearly established and communicated to the employees.

## **3. Fair pay and working hours**

The supplier complies with national laws and mandatory industry standards on working hours, overtime, wages and salaries, as well as other employer benefits. The supplier ensures that overtime work is undertaken voluntarily. It must keep records of the hours worked by its employees and their remuneration.

The supplier pays employees on time, regularly and in full in the legal currency of the country of employment and communicates to employees the basis on which they are paid in an understandable and clear manner. Deductions from wages and salaries as a disciplinary measure are not permitted unless permitted by local law. Should a minimum wage be set by law, the wage paid must not fall below it. If there are no legal standards in the country, remuneration is to be set to cover basic needs in accordance with ILO Convention No. 131 on fixing minimum wages.

## **4. Prohibition of discrimination**

The supplier should promote diversity, equality and integration. It should provide a respectful working environment. It must not discriminate or tolerate discrimination on the basis of gender and gender identity, race, colour, religion, age, disability, sexual orientation, national origin, caste, marital status or maternity, political affiliation, trades union membership, citizenship, social or ethical origin, or any other characteristic protected by law.

Equal opportunity is to be maintained in hiring, employment, remuneration and granting of other benefits, as well as promotion, termination and retirement. Any form of psychological, physical, sexual or verbal abuse, intimidation, threat or harassment must not be practiced or tolerated. The privacy of employees must be respected.

Mobbing as systematic and repeated hostility, bullying and exclusion of a person with the aim or consequence of making the person mobbed feel insecure, belittled or excluded from the work environment, is not tolerated. The supplier is resolutely opposed to the unacceptable treatment of staff, in particular sexual or verbal harassment.

## **5. Freedom of association and collective bargaining**

The supplier respects the right of employees to free assembly and association. Employees or their representatives have the possibility of assembling, organizing and communicating openly with company management about working conditions. The supplier acknowledges that collective bargaining is conducted within the scope of applicable local laws.

## **6. Occupational health and safety**

AGOFORM expects its suppliers to strive to implement a high level of occupational health and safety. The supplier complies with the applicable occupational health and safety provisions and ensures a safe and healthy working environment in order to maintain the health of employees, to protect third parties and to prevent accidents, injuries and work-related diseases.

In particular, employees are provided with access to drinking water in sufficient quantities, as well as the appropriate lighting, temperature control and ventilation, adequate sanitary facilities and personal protective equipment. All employees receive regular and appropriate training in health, safety, accident prevention and emergencies at the workplace. If employees are provided with accommodation, it must meet basic needs.

## **7. Land rights**

The supplier must respect land rights, including the collective and traditional rights of women, indigenous peoples and local communities affected by its activities and procurement practices.

## **8. Security personnel**

The supplier may not use private or state security forces to protect its business if, due to a lack of instruction or control by the supplier, there is a risk that the use of the security forces violates the prohibition of torture and cruel, inhuman or degrading treatment or poses a risk to life and limb or to the freedom of association and trade unions.

In contracting security personnel to protect a project or site, measures are to be taken to minimize the risk of human rights violations.

## **Chapter 2 Ethical business conduct**

### **1. Prevention of corruption**

AGOFORM expects its suppliers to comply with the legal regulations for fighting corruption. The supplier conducts its business in an ethical way and in compliance with all applicable regulations and provisions. It does not promise or grant benefits in order to improperly influence

actions or to gain an improper advantage. All the supplier's business transactions are documented in its books in accordance with the legal provisions.

## **2. Fair competition**

The supplier complies with the applicable competition and antitrust legislation. In particular, it undertakes to refrain from agreements and concerted practices whose object or effect is the prevention, restriction or distortion of competition.

## **3. Prevention of money laundering**

The supplier complies with all applicable anti-money-laundering and anti-terrorist financing laws and regulations. It maintains financial records and prepares reports in accordance with international laws and standards.

## **4. Data protection**

In collecting, storing, processing and transmitting personal data, the supplier complies with national laws on data protection and information security applicable in the respective country as well as regulatory specifications.

## **5. Export and customs provisions**

AGOFORM expects its suppliers to carefully check and comply with the applicable foreign trade provisions. In particular, the supplier will not violate any embargo imposed by the European Union, the United Nations or the United States of America.

# **Chapter 3 Environment**

## **1. Environmental protection**

The supplier undertakes to protect the environment and will carry out its activities in an ecologically responsible way. This particularly applies to resource conservation, emission reduction and compliance with the applicable environmental protection legislation. The supplier takes appropriate and traceable measures to ensure environmental protection. The supplier is called to strive to adhere to the latest technical standards to achieve the best possible resource efficiency.

## **2. Reduction of environmental pollution**

The supplier should evaluate and optimize the CO<sub>2</sub> footprint of its business activities and products. It should aim to find economical solutions to improve energy efficiency, minimize energy consumption, and reduce emissions as far as possible, in accordance with the state of the art. Preference is to be given to the use of renewable resources. Waste should be avoided

or recycled whenever possible. The materials used should be reusable.

In developing products and services, the supplier will pay attention that their use is economical in consuming energy and natural resources.

It will ensure that it does not cause harmful soil contamination, water and air pollution, harmful noise emissions, or excessive water consumption that adversely affect human health, access to clean water or sanitary facilities, or considerably and adversely affect the natural resources needed to sustain and produce food.

### **3. Handling hazardous substances**

The supplier labels, monitors and controls hazardous materials, chemicals and substances as well as their safe handling, movement, storage, recycling and disposal. Key employees are aware of product safety practices and receive the relevant training.

No perfluorinated or polyfluorinated substances (PFAS) may be actively added to the products supplied to AGOFORM.

Hazardous waste must be handled and disposed of properly and in accordance with local, national and international laws.

### **4. Preservation of natural livelihoods**

The supplier must not, in violation of legitimate rights, appropriate land, forests or waters, the use of which forms the basis of people's livelihoods. It has to refrain from harmful soil changes, water and air pollution, noise emissions and excessive water consumption if this harms human health, considerably impairs the natural basis for producing food, or prevents personal access to safe drinking water or sanitary facilities.

## **Chapter 4 Implementation**

### **1. Commitment**

The supplier will inform the affected employees of the rules of conduct arising from this Code of Conduct or their own and maintain a suitable system for monitoring and complying with the rules. The parties agree that compliance with this or at least an equivalent code of conduct represents an essential contractual obligation. This Code of Conduct is not intended to override the laws and regulations in the countries in which the supplier operates. This also applies to international anti-corruption laws such as the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act, as applicable.

## **2. Management systems**

In selecting and cooperating with suppliers, AGOFORM places importance on the fact that it has implemented a quality management system, an environmental management system, an energy management system, and an occupational health and safety management system or equivalent systems.

## **3. Audit**

AGOFORM is entitled to demand necessary information from suppliers to implement the contents of this Code as required. AGOFORM reserves the right to check the supplier's compliance with the Code as warranted. If there is sufficient suspicion of violation, an audit can be conducted, taking into account the severity of any violation.

## **4. Whistleblowing and complaint management**

The supplier is obliged to inform AGOFORM about violations of this Code. AGOFORM has set up a complaints procedure that is open to everyone and through which notices of violations can be submitted. More information is available from the AGOFORM website at <https://www.agoform.de/hinweisgeber>.

If possible, the supplier should provide its own complaints procedure. If it receives a plausible reference to possible violations of this Code, it will notify AGOFORM of this immediately.

The supplier trains its employees and informs them appropriately of the complaints procedures. Any form of retaliation against employees who provide information in good faith is prohibited.

## **5. Right of suspension and termination**

AGOFORM reserves the right to demand corrective action and, if necessary, to terminate cooperation in the event of non-compliance with the regulations in this Code.

In case of repeated or serious violations, AGOFORM may suspend or terminate the business relationship with the supplier. Prior to termination, AGOFORM will notify the supplier of such intent and set a reasonable time period to remedy or, if this is not possible within a reasonable time, to minimize the violation.

If the violation is based on intent or gross negligence of the supplier and AGOFORM cannot be expected to continue the business relationship given all the circumstances, AGOFORM may terminate the business relationship without notice.

**Acknowledgement of this Supplier Code of Conduct (as of 2023-05-31) is confirmed:**

Yes       No

The supplier has implemented its own code of conduct that meets the requirements of the German Supply Chain Due Diligence Act (*LkSG*) and is at least equivalent to the requirements of this Code of Conduct and will make it available to AGOFORM upon request.

Yes       No

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Name, address of the supplier

Click or type here to enter a date.

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Date

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Signature of authorized signatory

Click or type here to enter text.

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Name of the authorized signatory