

SUPPLIER CODE OF CONDUCT

Scope, Purpose and Applicability

Our Code of Conduct is based on national and international laws, directives and regulations as well as international conventions such as the United Nations Universal Declaration of Human Rights, the Children's Rights and Business Principles, the United Nations Guiding Principles on "Business and Human Rights", the international labor standards of the International Labor Organization and the United Nations Global Compact, all as amended from time to time.

Acting with personal integrity, and in compliance with laws and regulations, is the basis of all our business relationships.

HOERBIGER companies ("HOERBIGER") seek the collaboration with suppliers ("SUPPLIERS", here the respective "SUPPLIER") who share the same values, principles and aspirations. HOERBIGER expects that its SUPPLIERS conduct their business with integrity and are committed to follow and uphold the principles of this Supplier Code of Conduct ("Code"). By conducting and executing business transactions with HOERBIGER, SUPPLIERS give their consent to comply with this Supplier Code of Conduct.

I. Compliance with laws and regulations

SUPPLIER shall comply with all applicable national and international laws, directives and regulations of any country where he conducts business, or as may otherwise be applicable. SUPPLIER accepts and recognizes the legal obligations of HOERBIGER companies in their respective jurisdictions. SUPPLIER will support HOERBIGER in its compliance obligations and provide relevant information and assurances as HOERBIGER may require.

II. Human Rights

SUPPLIER shall respect the protection of internationally recognized human rights. SUPPLIER shall treat its employees fairly and respectfully. The work environment shall be free of discrimination or harassment of any kind, including on grounds of age, gender, sexual orientation, disability, health status, ethnicity, nationality, religion, social origin, or political opinion. The personal dignity, privacy and personal rights of each individual are respected.

III. Child and forced labor

SUPPLIER shall reject all forms of modern slavery. SUPPLIER shall endeavor that its own operations as well as those of its suppliers are free from child labor or forced labor.

IV. Working conditions

SUPPLIER shall pay wages, benefits, and social contributions in compliance with legal or statutory requirements. SUPPLIER shall comply with applicable work time and safety regulations. SUPPLIER shall provide a safe work environment with adequate protections against occupational hazards. SUPPLIER shall respect its employees' rights of free association and collective bargaining.

V. Conflict Minerals

SUPPLIER shall comply with the “OECD Due Diligence Guidance for Responsible Supply Chains” and thereof derived applicable national or international regulations. He shall take appropriate steps that tin, tungsten, tantalum or gold used in its products are not sourced from mines that fund state or non-state armed groups or illegal security forces, and contribute to conflicts, money-laundering or human rights violations. SUPPLIER shall provide HOERBIGER all necessary information to meet reporting obligations on conflict minerals.

VI. Anti-corruption and bribery

SUPPLIER shall strictly prohibit all forms of corruption, bribery, and any other fraudulent practices. No bribes or facilitation payments shall be offered, given to, or accepted from, government officials, candidates for public office, business partners or their associates. SUPPLIER anti-corruption policies and practices shall ensure compliance with all legal requirements of jurisdictions linked to a transaction.

VII. Money Laundering and terrorism financing

SUPPLIER shall perform appropriate risk-oriented business partner due diligence checks to comply with anti-money laundering regulations. This may include identification of ultimate beneficial owners of businesses, and the identification of origin of payments as required by relevant laws and regulations.

VIII. Export control & Sanctions

SUPPLIER shall comply with European Union, United States, United Kingdom, United Nations and OSCE import and export control laws & sanctions and regulations to the extent applicable and which are linked to business transactions of any kind with HOERBIGER. SUPPLIER will provide to HOERBIGER all relevant information pertaining to the country of origin, material or product composition, customs classification and licensing requirements of goods or services sold to HOERBIGER and will obtain and maintain any required export license or other governmental approval, if necessary.

IX. Competition law

SUPPLIER shall not engage in any conduct that unlawfully restricts or may restrict competition. This includes e.g. anti-competitive business practices such as price fixing, bid rigging or market allocation.

X. Intellectual Property

SUPPLIER must protect HOERBIGER’s technology and proprietary information against unauthorized use, access and disclosure through appropriate contractual, organizational and technical means (e.g., non-disclosure agreements, access restrictions, state of the art IT security).

XI. Data Protection and Information Security

SUPPLIER must comply with data protection and information security laws and regulatory requirements, including safeguards for the processing of personal data. SUPPLIER shall promptly notify HOERBIGER about security incidents which could affect the security of HOERBIGER’s information systems or communications. SUPPLIER shall immediately inform HOERBIGER when he becomes aware that HOERBIGER’s personal data may be affected (such as an actual or suspected data breach).

XII. Environment

SUPPLIER shall conduct its operations in an environmentally sustainable manner, and in compliance with applicable laws, regulations and international conventions. SUPPLIER shall prevent and continuously strive to decrease adverse impacts of its operations on the environment which encompasses air, water, soil, plants, animals, and ecosystems.

XIII. Supply chain compliance

SUPPLIER shall take appropriate measures to communicate the principles of this Supplier Code of Conduct to its suppliers. He shall make good faith efforts to monitor compliance, and work towards ongoing improvements of sustainable business practices in its supply chain.

XIV. Reporting of compliance incidents

SUPPLIER shall inform HOERBIGER promptly about significant compliance incidents or violations of the Supplier Code of Conduct at its own operations or in its supply chain. Such reports shall be submitted to compliance@hoerbiger.com.

SUPPLIER is encouraged to advise its employees and business partners to report compliance violations in relation to HOERBIGER's business through the HOERBIGER reporting channel <https://hoerbiger.integrityline.app/>.

XV. Audit

SUPPLIER shall provide HOERBIGER with reasonable access to facilities, personnel, and records to confirm compliance with this Supplier Code of Conduct.

SUPPLIER's acknowledgement and signature

I am a legal or authorized representative of the SUPPLIER company. By signing the Supplier Code of Conduct, I confirm that we will comply with this Supplier Code of Conduct and operate in compliance with all applicable laws and regulations.

Company Name: _____

Company Address: _____

Company registration no.: _____

Name: _____

Position: _____

E-mail: _____

Place, Date: _____

Authorized Signature: _____