

SUPPLIER CODE OF CONDUCT

1. RESPONSIBLE SOURCING PRINCIPLES

Since 1943 norelem Normelemente GmbH & Co. KG (hereinafter referred to as „norelem“) stands for unique, innovative products and the highest quality of our products with fast availability. In addition to constructive partnerships and teamwork with our customers, norelem Normelemente GmbH & Co. KG is committed to responsible business practices. norelem aspires to improve the industry in a manner which is more sustainable and responsible.

Therefore, we have set ourselves the goal to improving sustainability in our supply chains through the following commitments:

- Securing responsible practices throughout our supply chains and sourcing activities.
- Implementing transparency and traceability in raw material sourcing.
- Embedding care for the environment in our operations and business decisions.
- Delivering positive social impact.

We need the involvement of our suppliers to achieve our sourcing commitments. We therefore require that our suppliers adhere to this Code of Conduct, and ensure their operations comply with the relevant principles. We also expect that our suppliers communicate and require their own contractors and vendors to incorporate these principles into their business policies and practices.

We expect our suppliers to comply with the principles stipulated in the:

- Conventions of the International Labour Organization (ILO).
- Universal Declaration of Human Rights (UDHR).
- Organization for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises.

To ensure that the requirements of this Code of Conduct are consistently met and that adhering to it can be verified, we expect our suppliers to put in place appropriate management systems and business processes. Suppliers acknowledge that we may conduct monitoring visits or require third party audits to both verify compliance and support continuous improvement.

2. GENERAL REQUIREMENTS

2.1 GENERAL LAWS & REGULATIONS

Suppliers shall comply with all applicable laws and regulations relating to their activities and the countries in which they operate. In doing so, suppliers must put in place appropriate systems and controls to ensure continued compliance.

Where there are differences or conflicts between this Code of Conduct and local laws and regulations, the higher standard should always prevail. norelem has put in place its own standards aimed at protecting and valuing its employees. These include equality and diversity, health and safety, acting with integrity, and maintaining the trust of clients and stakeholders (including competition and antitrust, data protection and privacy etc.). These standards are reflected in this Code of Conduct.

2.2 BUSINESS INTEGRITY

norelem's culture and philosophy is based on the beliefs of integrity, honesty and respect.

We encourage our suppliers to establish their own policies that share our culture and philosophy.

Suppliers shall act with integrity and promote trust by ensuring that their business conduct contributes to credible, stable and sustainable business relationships.

2.3 ANTI-BRIBERY & CORRUPTION

Suppliers shall comply with all laws and regulations, and any related standards, that are relevant to avoiding bribery and corruption in all countries in which they conduct business.

Suppliers must neither be involved nor implicated, in any way, in any act of corruption for either their own benefit or that which could compromise the making of objective and fair business decisions. Suppliers must take steps to ensure that improper payments are not offered or made, or solicited or received, in the conduct of their business.

2.4 ANTI-MONEY LAUNDERING

norelem will not tolerate money laundering or the financing of terrorism. Suppliers must implement Know Your Counterparty (KYC) procedures to ensure that business associates and customers are not involved in any form of criminal activity.

2.5 COMPETITION & ANTITRUST

Suppliers must strictly comply with competition laws (also known as antitrust laws), which promote free and fair competition around the world.

Suppliers must ensure they do not engage in discussions or activities (e.g. at trade associations or with competitors) that would lead to the allegation or appearance of improper, anti-competitive behavior.

2.6 DATA PROTECTION & PRIVACY

Suppliers shall comply with their obligations under all relevant data protection and privacy laws and regulations. In doing so, suppliers shall implement appropriate technical and organizational measures to protect any personal data they possess against unauthorized or unlawful processing, and against accidental loss, destruction, damage, alteration, or disclosure. Where suppliers process personal data on behalf of norelem, they will do so in accordance with our written instructions, and enter into any relevant data processing agreement required to ensure that such processing is compliant with all relevant data protection laws and regulations.

2.7 PRODUCT & TRADE COMPLIANCE

To protect our customers, employees and all other stakeholders, and fulfil our obligations to protect the environment, our suppliers should have a conformity assessment in place to ensure compliance of the products supplied to norelem. Likewise, where applicable, the supplier should maintain, and make available on demand, the related proofs of conformity and other supporting documents associated with the product and its Conformity Assessment (Test Reports, Declaration of Conformity, Certificates of Conformity, Bill of Materials, Safety Data Sheets, User Guides, etc.). Suppliers shall conduct their operations in full compliance with all applicable international trade rules and related standards, including but not limited to customs regulations, non-tariff barriers, international agreements, transportation conventions, trade and economic sanctions, and anti-boycott rules.

2.8 SECURITY

Suppliers shall assess risks and implement measures to ensure the safety and security of employees, contractors and visitors in their operations. Suppliers shall ensure that all security personnel respect the human rights and dignity of all people and are trained on the issue. Suppliers shall ensure the physical integrity and security of people and cash-convertible valuables in their operations and during transportation to or from their operations to avoid the encouragement of fraud, crime and related anti-social behavior.

2.9 SUSTAINABLE PRODUCT DEVELOPMENT

Suppliers are encouraged to factor appropriate environmental and social considerations into the full lifecycle of their processes, technologies, products and packaging in order to optimize the environmental performance of their products through the product life cycle, and to maximize opportunities for positive social impact. Where feasible, products, packaging and packing shall be designed in accordance with circular economy principles such as eco-design & eco-efficiency (including aspects of recyclability,

waste reduction, and reusability, to limit the use of resources), and avoid planned obsolescence.

3. LABOUR PRACTICES AND HUMAN RIGHTS

3.1 HUMAN RIGHTS

Suppliers shall respect all international human rights norms and commit to implementing the requirements contained in the United Nations Guiding Principles on Business and Human Rights. Suppliers shall avoid causing or contributing to adverse human rights impacts through their own activities and address such impacts when they occur. Suppliers shall also seek to prevent or mitigate adverse human rights impacts that are directly linked to their operations, products, or services, even if they have not contributed to those impacts. Suppliers shall provide all information reasonably required by norelem as part of its human rights due diligence process. As part of this due diligence, norelem requires suppliers (as appropriate to their size) to have in place a strong management system addressing human rights compliance and a process to identify and assess human rights risks and impacts.

3.2 NO DISCRIMINATION

People shall be treated equally and fairly. Suppliers may not engage in any form of discrimination. Particularly (but not exclusively) regarding wages, hiring, access to training, promotion, or caregiver protection based on sex, race, colour or ethnic origin, nationality, religion, age, disability, sexual orientation, gender identity, pregnancy, maternity, paternity, health status, social background, political affiliation or union membership. (ILO-Convention 100 & 111) Suppliers shall:

- Provide appropriate human rights training to all employees.
- Ensure no discrimination or harassment, physical or psychological violence.
- Promote equality of opportunity and inclusion for all employees through policies and practices.
- Recognize the importance of a balanced workforce where diversity is valued as a source of enrichment and opportunity.

3.3 NO HARSH OR INHUMAN TREATMENT

Suppliers shall prohibit physical abuse or discipline, the threat of physical abuse, sexual or other forms of harassment including gender-based violence, and verbal abuse or other forms of intimidation, according to the definition of ILO Convention 190.

Suppliers shall:

- not make use of or condone such practices.
- Clearly communicate applicable disciplinary processes and procedures to employees.
- Ensure that grievance procedures and investigation processes are in place and communicated to all employees.

3.4 FREELY CHOSEN EMPLOYMENT

Suppliers shall not use forced labour, including bonded, indentured, or involuntary prison labour, or

engage in any form of modern slavery or human trafficking. Workers are not required to lodge 'deposits' or their identity papers with their employer, and are free to leave their employer after reasonable notice. (ILO-Convention 29 & 105)

3.5 CONTRACTUAL AGREEMENTS

Suppliers and their subcontractors must establish in writing the terms and conditions of their employees' agreements and work contracts. The conditions of the employment contracts should follow the most stringent international standards and laws that are currently in force. Said work agreements must promote stable employment and will not violate the rights of employees that are protected by the applicable laws. Suppliers must not employ any workers who do not have the right to work, including illegal immigrants.

3.6 NO CHILD LABOUR

No person shall be employed under the age of 15, or an age lower than the local minimum age for employment and completion of mandatory education, whichever is highest.

The employment of juvenile workers below the age of 18 shall only occur if the supplier has special procedures in place for young work. These procedures shall include the prohibition of hazardous work conditions, night work, working hours not allowing completion of mandatory education, and guaranteeing protection for the healthy physical and mental development of the child. (ILO-Convention 182 & 138)

3.7 WAGES AND SOCIAL BENEFITS

Wages and all legally mandated benefits (e.g. medical insurance, social insurance, pensions, and so on) paid for a standard working week must meet, at a minimum, national legal standards or industry benchmark standards, whichever is highest. For piece-rate workers, their working day shall give at least the equivalent of a minimum day-wage. Wages should always be enough to meet basic needs and to provide some discretionary income.

Suppliers shall ensure equal remuneration for work of equal value according to the Equal Pay International Coalition (EPIC).

Before they enter employment, all workers shall be provided with written and understandable terms and conditions with regards to their wages for the defined pay period.

Deductions from wages as a disciplinary measure shall not be permitted, nor shall any deductions from wages not provided for by national law, without the express permission of the worker concerned. (ILO-Convention 131)

3.8 WORKING HOURS

Suppliers shall ensure normal working hours comply with ILO conventions, as well as with national legislation or the prevailing industry standards. Suppliers shall:

- Ensure normal working hours shall not on a regular basis exceed a maximum of 48 hours per working week.

- The total hours worked in any 7-day period shall not exceed 60 hours, except in exceptional circumstances where all of the following criteria are met:
 - This is allowed by national law.
 - This is allowed by a collective bargaining agreement.
 - Appropriate safeguards are taken to protect workers' health and safety.
 - The employer can demonstrate that exceptional circumstances apply, such as unexpected production peaks, accidents, or emergencies
- Suppliers shall compensate overtime hours at regular or premium rates, according to applicable legal requirements.
- Weekly rest and paid annual leave in accordance with (at a minimum) national legislation and applicable sector regulations will abide by all legally mandated provisions for leave, including maternity, paternity, and compassionate leave.
- Workers shall be provided with at least one day off in every 7-day period. (ILO-Convention 1)

3.9 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Suppliers shall allow workers to freely choose to join or not join a workers' association of their choice.

Suppliers shall:

- Adhere to applicable laws and collective bargaining agreements where such agreements exist.
- Support parallel means of dialogue such as the implementation of collective employee representation, and robust and effective dialogue between management and employees where laws prohibit or limit these freedoms. (ILO-Convention 87 & 98)

3.10 HEALTH AND SAFETY

Suppliers shall comply with all applicable health and safety laws and regulations by providing a safe and healthy working environment and assign responsibility for health and safety to a senior management representative.

Suppliers shall have a process in place to identify the health and safety risks associated with their operations, determine the relative significance for each risk, and implement the appropriate risk mitigation actions.

Workers shall be informed of these significant risks to their health and safety.

Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Suppliers provide all their employees and workers with a safe and healthy workplace that guarantees basic safety and adequate emergency procedures and physical requirements, including fire alarms, exits, and emergency drills, free personal protective equipment, safety equipment, and training appropriate to the task, as well as access to emergency medical care.

Workers must have access to water that is safe to drink, adequate sanitation, including gender-specific restrooms and facilities, and, where relevant, safe and hygienic accommodation which meets the highest

industry standards and allows for privacy, security, and gender separation.

Suppliers shall take the appropriate measures to protect pregnant and nursing women, as well as young people (e.g. apprentices).

Suppliers shall investigate all occupational health and safety accidents involving their employees and workers to identify the root causes and determine the necessary corrective actions to prevent reoccurrence.

4. ENVIRONMENT

4.1 ENVIRONMENTAL MANAGEMENT & COMPLIANCE

Suppliers shall comply with all applicable environmental laws and regulations.

All required environmental permits, licences, information registrations and restrictions shall be obtained, and their operational and reporting requirements followed.

Suppliers should use appropriate methodologies to identify and assess the risks of harm in their own operations and those of their business partners and carry out risk-based due diligence.

Suppliers shall:

- Identify and assess risks.
- Identify opportunities to reduce the environmental impact and promote, where feasible, partnerships for climate protection.
- Take measures to prevent and mitigate environmental risks and impacts.
- Provide training and information about environmental risks to all relevant employees, in a format and language they can easily understand.

4.2 RESOURCE REDUCTION AND POLLUTION PREVENTION

We ask our suppliers to do their best to continuously minimize their resource consumption (e.g. fossil fuels, fossil-fuel based virgin plastics, water and virgin forest products) and environmental impact (e.g. emissions, pollutants and waste). We ask our suppliers to promote the circular use of raw materials. Emissions and discharges of pollutants and generation of waste are to be minimized or eliminated at the source, or by practices such as adding pollution control equipment, modifying production and maintenance processes, or by other means. Suppliers shall do their best to reduce the environmental impact of plastics by:

- Reducing to a minimum virgin fossil fuel-based plastic.
- Using recyclable and increasing the use of recycled plastics (e.g. GRS-certified).
- Extending the life of and improving the end-of-life management of plastic.

4.3 ENERGY USAGE AND GREENHOUSE GAS (GHG) EMISSIONS

Suppliers shall monitor their energy consumption and take actions to reduce greenhouse gas emissions and combat climate change as good as possible.

They shall establish plans and targets to continuously reduce the greenhouse gas emissions of their activities and demonstrably increase the use of renewable energy.

4.4 WATER

Suppliers shall have sustainable water management practices in place. They shall establish plans and targets to reduce and recycle water.

Wastewater shall be treated and purified to respect local legislation and prevent pollution.

Suppliers located in water-scarce regions shall have strong water management systems in place and collect data (e.g. water withdrawals, water consumption, wastewater and recycled water) to minimize adverse impacts to the local community.

4.5 WASTE

Suppliers shall prevent pollution and identify significant sources of waste and manage the identified waste responsibly.

Suppliers shall:

- Dispose of waste in compliance with the applicable laws or, where such laws do not exist, in line with international standards.
 - Do their best to prevent waste going to landfill.
- In addition, suppliers shall establish plans and targets to reduce and recycle waste, and apply where feasible circular economy principles (reduce, reuse, recycle and recover).

4.6 CHEMICALS

Suppliers shall comply with all applicable laws and regulations regarding the restriction and registration and, where necessary, authorization or notification of chemical substances contained in the end product or production process, according to the statutory requirements that apply to the corresponding market. Irrespective of the supplier's location and the type of products, material conformity with the POP Regulation (EU) 2019/1021 on persistent organic pollutants, the RoHS Directive (EU) 2011/65 including 2015/863 (restriction of the use of certain hazardous substances in electrical and electronic equipment), the Toxic Substances Control Act 1976 (TSCA) and the Chemicals Regulation (EC) No. 1907/2006 (REACH) and the associated information obligation with regard to SVHCs (substances of very high concern).

Suppliers must do their best to reduce the negative environmental impact of hazardous substances by avoiding materials containing lead (> 0.1 % w/w) and PFAS (polyfluorinated alkyl substances, e.g. PTFE).

The supplier undertakes to identify the use of so-called 'Conflict Minerals' in its supply chain and to ensure through suitable analyses and surveys, including subsequent improvements, that the smelters identified for the materials concerned rule out conflict liability in accordance with Section 1502 of the US Dodd-Frank Act.

For the mandatory SVHC information reports, as well as the reporting of non-compliant articles, please contact:

Material Compliance Officer

e-mail: material-compliance@norelem.de

In addition, suppliers shall adopt new processes and best practices, to reduce the environmental impact and health and safety concerns relating to chemical use. Suppliers shall maintain an inventory of hazardous substances at their facilities. Safety data sheets (or equivalent) shall be accessible wherever hazardous substances are used. Chemicals shall be correctly labelled and their associated risks shall be clearly and actively communicated to all employees who work with them.

5. APPLICATION AND IDENTIFICATION OF CONCERNS

5.1 GENERAL COMPLIANCE

norelem expects its suppliers to communicate the principles of this Code of Conduct to their employees, subcontractors and relevant third parties with whom they do business, and to ensure said principles are integrated into the respective operations.

Suppliers shall proactively report any existing or potential issues they have with the requirements set out in this Code of Conduct, along with their proposed remediation plans for consideration by norelem.

5.2 REPORTING CONCERNS & SPEAKING UP

Suppliers shall have in place systems to enable independent grievance and speaking up measures to allow employees, subcontractors and relevant third parties to report actual or suspected misconduct anonymously without threat of reprisal, intimidation or harassment.

Suppliers must take all reported concerns seriously and ensure that they will be addressed in a fair, honest, and timely manner respecting confidentiality requirements. Suppliers shall investigate and take corrective action if needed and record them.

Concerns about work being done on behalf of norelem, or suspected misconduct with regard to this Code of Conduct may also be reported to norelem.

norelem will investigate any concern raised and, where feasible, discuss findings with the supplier and respect confidentiality requirements.

5.3 EVALUATION

norelem will be entitled to request information from its suppliers as to their compliance with the terms of this Code of Conduct. Where necessary, norelem may require suppliers to provide evidence of their compliance by way of independent verification or appropriate certification.

norelem reserves the right to have products and materials independently tested to establish whether the suppliers comply with the terms of this Code of Conduct.

norelem will be entitled to request data and to visit suppliers' production facilities and the facilities of their own subcontractors and suppliers or have these visited by an independent third-party verification company, to establish compliance with this Code of Conduct.

5.4 NON-COMPLIANCE

norelem reserves the right to terminate any business relationships with any supplier that violates this Code of Conduct, or whose suppliers or subcontractors violate this Code of Conduct. In case violations are uncovered, norelem will work with the supplier to find appropriate remediation and leverage for improvement, in the first instance. In the case where the supplier shows structural unwillingness to cooperate and improve, ending the business relationship shall be a last resort. The decision to terminate a relationship with a supplier for Code violations will only be taken when steps to mitigate negative impacts have failed or are not feasible.

6. RESPONSIBLE SUPPLY CHAIN CRITERIA

The requirements described in this section are applicable to raw materials, components, and finished goods suppliers. They support the norelem ambition for a long-term sustainable supply chain and are in addition to the requirements of the previous sections.

6.1 TRANSPARENCY AND TRACEABILITY

Suppliers of raw materials and components shall actively engage their supply chain to increase transparency therein. norelem considers transparency as the capacity to identify the name and location of all actors in the upstream supply chains until the origin of the raw material. Whenever possible, suppliers shall identify and trace the history, distribution, location, and application of products, parts, and materials. Suppliers shall provide traceability records and information upon request.

6.2 ENVIRONMENTAL MANAGEMENT SYSTEM

Manufacturing and raw material suppliers are recommended to establish an environmental management system (e.g. ISO 14001) to meet environmental compliance obligations and mitigate impacts. Suppliers shall have an environmental action plan and monitor their environmental impacts and are obliged to (continuously) improve its environmental performance.

Manufacturing and raw material suppliers shall share their environmental action plans with norelem upon request.



6.3 WOOD AND FOREST PRODUCTS

Suppliers shall ensure that their actions have no negative impact on forests.

Suppliers shall put in place measures to ensure that no illegal forest products are placed in the supply chain, and comply with applicable regulations (e.g. EU deforestation legislation).

Suppliers are requested to source paper, packaging, and other timber-based products in a responsible manner, either recycled or from certified, sustainably managed forests. Any forestry-sourced product must be certified by the Forest Stewardship Council (FSC). Where necessary, suppliers conduct due diligence on their own suppliers.

6.4 TEXTILES

Suppliers shall do their best to work towards a more sustainable system. Textile materials shall be of high quality and norelem encourages its suppliers to continuously work towards the following criteria:

- Organic (e.g. Global Organic Textile Standards) or recycled (e.g. Global Recycled Standard, or GRS) material is preferred.
- Artificial fibres shall preferably come from recycled or bio-based sources (Bio-based sources must originate from waste-based raw materials, otherwise it must be proven that the raw material does not compete with food or raw material production or contribute to deforestation, e.g. Content Claim Standard.).

We hereby confirm that we acknowledge, respect and act in accordance with the values of the above Supplier Code of Conduct.

Addendum: Confirmation regarding Russia embargo VO (EU) No. 833/2014, Article 3g

with reference to the Russia embargo VO (EU) No. 833/2014, Article 3g imposed by the EU. As of September 30, 2023, the import of iron and steel products with customs tariff numbers 72 and 73 into the European Union and Switzerland are prohibited if they originate from Russia or are made from Russian steel.

Like all other companies, norelem Normelemente GmbH & Co. KG will be affected and has to ensure conformity with this embargo, of our direct business and also of our supply chain.

We hereby declare on behalf of the below named company, that all goods delivered to norelem Normelemente GmbH & Co. KG neither originate from Russia nor have been exported from Russia. We also confirm that all goods were manufactured without using russian steel or steel/iron products.

Company Name: _____

Place/Location: _____

Date/Chop/
Signature: _____

Function of the
signing person: _____