

Code of Conduct for Suppliers of alfer element system GmbH

For us, acting ethically and responsibly is an important part of our business strategy. We align our own business activities with the concept of sustainability and place the highest value on acting in an ecologically and socially responsible manner. We feel a moral obligation to do so, particularly towards society and our environment, and remain firmly convinced that our commitment to these values and principles is also an integral part of our business's success. We therefore not only expect such responsible behavior from our employees, but we have also integrated these principles into our procurement procedures and expect our suppliers to conduct their business in an environmentally and socially responsible manner.

This Code of Conduct is based on national legal regulations such as the Supply Chain Due Diligence Act (*Lieferkettensorgfaltspflichtengesetz* - LkSG) and internationally recognized conventions or documents such as the United Nations Universal Declaration of Human Rights (UDHR), the conventions and guidelines of the United Nations (e.g. the International Covenant on Economic, Social and Cultural Rights (ICESCR) and the International Covenant on Civil and Political Rights (ICCPR), the "Children's Rights and Business Conduct" principles jointly developed by UNICEF, the UN Global Compact and Save the Children, the conventions and guidelines of the Organization for Economic Cooperation and Development (OECD) and the core labor standards of the International Labor Organization (ILO).

The contracting parties to this Code of Conduct for Suppliers agree that the following provisions shall apply to their future business relations as an essential obligation and minimum requirement. The contracting parties agree that the provisions contained in this Code of Conduct shall form the basis for all future deliveries by the supplier to alfer element system GmbH and that they shall apply in addition to any other contractual provisions (e.g. the provisions of a supply contract) that are applicable in connection with the respective delivery. The supplier is obliged to comply with the provisions of this Code of Conduct. The provisions of this Code of Conduct are not to be understood as exhaustive and they neither apply instead of the relevant statutory provisions nor do they affect their validity. In particular, the legal obligations of the supplier and our legal rights due to a breach by the supplier of its obligations arising from this Code of Conduct and/or the statutory provisions shall not be affected by the provisions of this Code of Conduct.

The supplier is further obliged to endeavor to oblige its own suppliers to comply with the principles and requirements of this Code of Conduct by means of appropriate agreements. If

the supplier has its own code of conduct and insofar as its regulations correspond in terms of content to the principles and requirements of this Code of Conduct, the supplier may also fulfill its aforementioned obligation by endeavoring to oblige its suppliers to comply with its own code of conduct.

In the event that the supplier breaches its obligations under this Code of Conduct, we reserve our rights arising from this breach. In particular, a breach by the supplier of its obligations under this Code of Conduct may constitute a reason for us to temporarily suspend the performance of individual or all contracts concluded with the supplier (e.g. supply contracts) that have not yet been fully performed until the breach has been remedied, or even to terminate them as a matter of last resort. Without prejudice to our further legal or contractual rights and unaffected by the provisions in section 3 of this Code of Conduct, the following therefore applies: If the Supplier breaches its existing obligations under this Code of Conduct, we shall have the right to suspend the performance of any contract entered into with the Supplier until the breach has been remedied. Furthermore, in the aforementioned case, we are entitled, at our discretion, to terminate a contract concluded with the supplier extraordinarily without notice or to declare our withdrawal from such a contract, which in both cases presupposes that the supplier has been given a reasonable period of time to remedy the breach and that this period has expired without success. However, the requirement to set a deadline may be waived in the event of a material, repeated, or continuing breach..

This Code of Conduct shall become effective upon signature by both contracting parties.

1. Requirements for our Suppliers

1.1 Social Responsibility

1.1.1 Prohibition of Child Labor

Child labor is strictly prohibited and shall not be used or supported in any way. The supplier is always obliged to comply with the provisions of the core labor standards of the International Labor Organization (ILO) on the minimum age for admission to employment (ILO Convention No. 138) and on the prohibition and elimination of the worst forms of child labor (ILO Convention No. 182). The minimum age for admission to employment must therefore not be below the age at which compulsory schooling ends according to the law of the place of employment. However, under no circumstances may the age of employment be less than 15 years, unless one of the exceptions recognized by the International Labour Organization (ILO) applies (see Article 2 (4), Articles 4 to 8 of ILO Convention No. 138) and the law of the place of employment also provides for this exception. Persons under the age of 18 may not carry out

activities that are prohibited under Article 3 of ILO Convention No. 182, which includes in particular work that is harmful to the safety, health or morals of children. If the applicable local law of the place of employment provides for stricter provisions for child labor, these stricter provisions must be complied with as a matter of priority. If the supplier discovers a breach of the above obligations in this section 1.1.1, it must take immediate remedial action and carefully document the measures taken.

1.1.2 Exclusion of Forced Labor and Slavery

No forced labor or slave labor shall be used. Any such comparable work is also prohibited. For example, no work may be performed as a result of debt bondage or human trafficking. All work must be non-contentious. Employees must be able to terminate the work or their employment relationship at any time subject to the applicable contractual or statutory notice period. Employees must not be subjected to unacceptable treatment, such as psychological hardship or economic or sexual exploitation or humiliation.

1.1.3 Occupational Health and Safety, in Particular Health and Safety in the Workplace

A safe and healthy working environment is the responsibility of the supplier. The supplier must take effective preventive measures against accidents at work and work-related health hazards by setting up and applying a health and safety management system – for example in accordance with ISO 45001 – that is appropriate for its company, in particular for its hazardoussness. In order to avoid accidents at work and work-related health hazards, the supplier must in particular ensure that employees receive sufficient training and instruction. Sufficient drinking water and sanitary facilities must be made available to employees or they must be granted access to them. Furthermore, the supplier must ensure that the working environment offers sufficient lighting and ventilation as well as an appropriate room temperature.

1.1.4 Freedom of Association and the Right to Collective Bargaining

The Supplier shall respect the right of its employees to establish and join employee representative bodies, to engage in collective bargaining and to exercise the right to strike, including the right not to do so. Employees must be able to exercise their aforementioned rights without fear of any associated disadvantage. They must not be discriminated against or subject to retaliation for exercising any of the aforementioned rights. Employee representatives must

not be unlawfully denied access to other employees. If there are restrictions on the aforementioned rights, for example due to applicable law, the supplier must endeavor to find alternative ways of interacting with its employees in order to clarify issues relating to working conditions.

1.1.5. Non-Discrimination Rule

Any form of discrimination against employees is prohibited. Including but not limited to, unequal treatment on the basis of national or ethnic origin, skin color, social background, health status, disability, sexual orientation, pregnancy, age, gender, political opinion, trade union beliefs, ideology or religion is prohibited, unless it is justified by the requirements of the employment. Unequal treatment shall be deemed to exist, in particular, where unequal remuneration is paid for work of equivalent value. Particularly, there shall be no unequal treatment in the recruitment or promotion of employees or their further training. The dignity and personal rights of each individual employee must be respected.

1.1.6 Fair Working Conditions, in Particular Fair Pay and Working Hours

Employees must be informed, in a clear and regular manner and in the form prescribed by law – at a minimum, in textual form – of the components comprising their remuneration. Employees must be paid an appropriate wage. Remuneration must at least comply with the provisions of the applicable laws (in particular the applicable statutory minimum wage) and the usual minimum standards of the industry concerned, whichever is higher. If the applicable law does not specify a statutory minimum wage, the amount of the wage must be determined in such a way that the wage meets the basic requirements specified in the International Labor Organization (ILO) Convention on the Determination of Minimum Wages (ILO Convention No. 131). The statutory rights to social benefits must be granted. Unless otherwise stipulated by applicable law, deductions from wages as a disciplinary measure are not permitted.

Working hours must always comply with the relevant statutory provisions. Where industry standards impose more stringent requirements, such standards must take precedence and be complied with accordingly. The supplier is obliged to take measures to prevent excessive physical and mental fatigue and must in particular maintain a suitable work organization with regard to working hours and rest breaks.

1.1.7 Prohibition of Harmful Soil Change, Water Pollution, Air Pollution, Harmful Noise Emissions or Excessive Water Consumption

The supplier undertakes to comply with the prohibition against causing detrimental changes to soil change, water pollution, air pollution, harmful noise emissions or excessive water consumption, insofar as such actions are capable of:

- significantly impairing the natural foundations necessary for the preservation and production of food;
- denying individuals access to safe drinking water,
- impeding or destroying access to adequate sanitation; or
- adversely affecting human health.

1.1.8 Prohibition of Forced Eviction and Deprivation of Land, Forests and Waters

The supplier undertakes to respect international, national, local and traditional rights, in particular the rights of indigenous communities, to land, forests and waters. The supplier undertakes to comply with the prohibition of unlawful eviction and the prohibition of unlawful expropriation of land, forests and waters when acquiring, cultivating or otherwise using such resources, where their use is essential to securing an individual's livelihood.

1.1.9 Use of Private and Public Security Forces; Prohibition of Torture

The supplier undertakes to comply with the prohibition on the commissioning or use of private or public security forces for the protection of the corporate project if, due to a lack of instruction or control on the part of the supplier, (1.) the prohibition of torture and cruel, inhuman or degrading treatment is disregarded when deploying the security forces, (2.) life or limb is injured or (3.) freedom of association and freedom of association are impaired.

1.2 Ecological Responsibility

The Supplier is encouraged to set up and apply an environmental management system, if one does not already exist, e.g. in accordance with the Eco-Management and Audit Scheme (so-called EMAS Regulation, Regulation (EC) No. 1221/2009) or ISO 14001:2015. The supplier undertakes to comply with all relevant laws and regulations on environmental protection (including international conventions relating to environmental standards). In particular, supplier shall comply with the relevant provisions with regard to persistent organic pollutants and hazardous waste and substances. Furthermore, the supplier shall comply with the following

provisions. This also applies to the extent that the following provisions go further than the applicable statutory regulations.

1.2.1 Responsible Handling of Waste and Other Hazardous Substances

The supplier shall, to the extent possible, avoid environmental hazards and burdens resulting from its waste and shall continuously work towards their minimization. To achieve this, he shall proceed in a planned and consistent manner. The Supplier shall identify the waste and handle, transport, store, reuse or recycle it where possible or otherwise dispose of it safely and in accordance with the relevant regulations. This also applies in particular to chemicals or other substances that may be released and, if released, are capable of endangering the environment.

1.2.2 Responsible Handling of Conflict Minerals

With regard to conflict materials, the supplier must comply with all applicable legal regulations. In the event that a product contains one or more so-called conflict materials (tin, tantalum, tungsten, gold or special ores), we expect our suppliers to be able to ensure transparency throughout the entire supply chain upon request.

1.2.3 Responsible Management of Air Emissions, Noise Emissions, Greenhouse Gas Emissions and Residual Water

The supplier must avoid negative impacts on the environment due to air emissions, noise emissions, greenhouse gas emissions and residual water (including residual water from sanitary facilities) resulting from the operation (e.g. from the production processes) as far as possible or continuously work towards minimizing them. The supplier shall manage air and noise emissions, greenhouse gases and residual water in a safe manner and in accordance with the relevant regulations. If treatment is required, the supplier shall treat the aforementioned emissions and residual water in accordance with the relevant regulations. Disposal or discharge of the aforementioned emissions or residual water must also be carried out safely and in accordance with the relevant regulations.

1.2.4 Efficient Consumption of Resources and Energy

The supplier must not only avoid or continuously minimize the generation of waste resulting from operations (see section 1.2.1.) and air emissions, noise emissions, greenhouse gas

emissions and waste water (see section 1.2.3.) as far as possible. The supplier shall also be responsible with regard to the use of finite natural resources and energy consumption, shall align its resource and energy consumption with the concept of sustainability and shall therefore use resources and energy efficiently. The supplier shall avoid or continuously minimize the consumption of resources and energy required for the provision of its services, such as raw materials required for production. To this end, the supplier must take appropriate measures. Its measures or strategies to avoid or reduce the consumption of resources and energy require, for example, the continuous monitoring and review of energy consumption. These measures may relate to various business processes, such as manufacturing procedures, the use of alternative raw materials, the deployment of renewable energy sources, and/or the reuse of recycling of consumed resources.

1.3 Ethical Business Practices

1.3.1 Fairness in Competition; Antitrust and Competition Law

In its business activities, the supplier shall respect the rules of fair and free competition. The supplier undertakes to comply with the relevant antitrust and competition law. The supplier must refrain from agreements and behavior which may have the effect or purpose of restricting free competition. In particular, the supplier shall observe the prohibition on exchanging confidential information relevant to competition with its competitors, entering into price agreements with competitors or agreeing with competitors on a division of markets or customers which may impair competition.

Furthermore, the supplier shall not impose or dictate the prices at which its customers resell products. The supplier's customers must retain the unrestricted right to independently determine the terms and pricing of their own sales. The supplier must comply with the prohibition of improper business practices. In particular, the supplier must refrain from using aggressive business practices that unduly impair the freedom of choice of its business partners. It must also abstain from making disparaging or denigrating statements regarding competitors or their products. Furthermore, the supplier is prohibited from engaging in misleading commercial practices (e.g. by making misleading statements in its advertisement).

The supplier must also behave fairly in its advertising and is subject to the obligation that the information provided there (in particular with regard to the products and services it offers) must be truthful.

1.3.2 Data Protection; IT Security; Confidentiality; Artificial Intelligence

The supplier undertakes to comply with the relevant data protection laws and the applicable requirements for the security of information technology systems. The supplier shall protect the trade secrets obtained from us against unauthorized acquisition, use and disclosure by taking appropriate confidentiality measures. The applicable statutory provisions on the protection of secrets as well as confidentiality agreements concluded separately with us shall remain unaffected and must be complied with by the supplier. Furthermore, the supplier must comply with the relevant regulations governing the use of artificial intelligence.

1.3.3 Protection of Intellectual Property

The supplier shall respect and protect the intellectual property rights of its employees and business partners. This applies in particular to trade secrets, copyrights, trademarks and patents.

1.3.4 Export Control, Economic Sanctions

The supplier must comply with all applicable export control regulations and sanctions regulations. This means in particular that the supplier must refrain from delivering goods or services to countries, persons or organizations where such deliveries are prohibited under the applicable legal provisions.

1.3.5 Integrity; Protection Against Corruption and Bribery; Donations and Sponsoring

We do not tolerate corruption. The supplier undertakes to comply with the prohibition of any kind of bribery, corruption, embezzlement and extortion. He is obliged to comply at least with the legal regulations applicable in this context. The Supplier shall refrain from unlawfully requesting, offering, accepting or granting an advantage for itself, an individual person, a company or a public official in order to influence a business decision or a decision in the public sector (including obtaining an expedition). This also applies to benefits such as hospitality, gifts and invitations to events. The supplier is also obliged to comply with the applicable legal requirements in the case of donations and sponsoring. The supplier must operate suitable systems in order to comply with its obligations arising from this section 1.3.5, to identify violations of these obligations and to prevent such violations.

1.3.6 Avoidance of Conflicts of Interest

The supplier must avoid conflicts of interest which may influence business decisions. In the event of a conflict of interests – whether involving an employee of the supplier or of us – or where there are concrete indications of such a conflict, the supplier is required to notify us immediately. Furthermore, the supplier must immediately resolve the recognized actual or potential conflict of interest or ensure that it cannot have any influence on a business decision. This can be done particularly by excluding the involvement of a person affected by a conflict of interest in a business decision.

1.3.7 Prevention of Money Laundering

The supplier must always comply with the applicable laws on the prevention of money laundering and terrorist financing.

2. Implementation

The supplier must comply with the human rights and environmental expectations listed in section 1 of this Code of Conduct and take appropriate measures (in particular preventive measures) to implement them. The supplier must appropriately address the human rights and environmental expectations listed in section 1 of this Code of Conduct with its suppliers along the supply chain.

The supplier is expected to take appropriate measures to identify human rights and environmental risks within the supply chain and violations of the human rights and environmental expectations listed in section 1 of this Code of Conduct.

We encourage the supplier to provide an effective complaint mechanism that is suitable for individuals or communities of individuals to report violations of rights and/or violations of the human rights and environmental expectations set out in section 1 of this Code of Conduct, as well as suspected cases of such violations. In any case, the supplier is at least obliged to comply with the applicable legal provisions in this regard, insofar as the establishment of such complaint channels or possibilities is required by law.

Furthermore, the supplier is obliged to ensure that its employees have access to the complaint procedure provided by us. The Supplier is required to inform its employees of the information we provide to it regarding the use of this complaint procedure. He must refrain from preventing

his employees from using the complaint procedure or from impairing or impeding their access to the complaint procedure.

Insofar as we are obliged to comply with regulatory requirements, in particular under the German Supply Chain Compliance Act (LkSG), if we have concluded a contract with a company that is obliged to comply with such requirements, the supplier must provide us with all information, data and documents necessary to comply with such requirements. This obligation shall apply without prejudice to reasonable measures with regard to the protection of trade and business secrets and compliance with mandatory statutory data protection regulations. In any case, the supplier shall only disclose its trade and business secrets to fulfill this disclosure obligation and these may only be used to the extent necessary to enable us to comply with the aforementioned regulatory requirements.

If there is a violation of the human rights and environmental expectations listed in section 1 of this Code of Conduct or if there is a suspicion of such a violation based on factual indications, the supplier must report this to us immediately, together with any information available to it in this context. Furthermore, in the aforementioned cases, the supplier must immediately take appropriate remedial and preventive measures and also inform us of these. In the event of a violation that cannot be terminated in the foreseeable future, the supplier shall cooperate with us with regard to the creation and implementation of a concept for the termination or minimization of such violations, including a schedule. When fulfilling the above obligations, due account must be taken of the protection of trade and business secrets by means of appropriate measures and mandatory statutory data protection regulations must be complied with.

In the event of such a breach of the human rights and environmental expectations set out in section 1 of this Code of Conduct or the suspicion of such a breach, the supplier shall also grant us the right, after reasonable prior notice and during normal business hours, to carry out on-site assessments and inspections at all of the supplier's business premises and production sites and to inspect the relevant documents. As part of the aforementioned audits, we are also entitled to conduct interviews with selected employees of the supplier. We are obliged to have the aforementioned inspections carried out by an independent external service provider at the supplier's expense if the supplier requests us to do so. We are also entitled to do so without such a request from the supplier, but in this case, we must bear the costs caused by the involvement of the audit service provider – subject to deviating agreements and without prejudice to contractual and statutory rights – ourselves. In any case, the aforementioned audits shall only relate to compliance with human rights and environmental expectations.

The above provisions in connection with the audits described therein shall apply without prejudice to appropriate measures with regard to the protection of trade and business secrets and compliance with mandatory statutory data protection regulations. In any case, the supplier shall only disclose its trade and business secrets in order to fulfill its above-mentioned obligations in connection with the aforementioned audits and these may only be used to the extent necessary for the purpose of these audits.

Furthermore, we encourage the supplier to have its compliance with human rights and environmental expectations independently reviewed and audited under a recognized certification system.

3. Declaration by the Supplier: Agreement with the Code of Conduct

By signing this Code of Conduct for Suppliers, the supplier declares its agreement with the provisions of this Code of Conduct. In particular, he undertakes to fulfill the obligations set out in this Code of Conduct.

_____, the

Signature Supplier

Signature Supplier