

Code of Conduct for MENNEKES suppliers and business partners

1. Preamble

MENNEKES is committed to sustainable corporate management, characterized by ecological and social responsibility. Compliance with basic principles that determine the quality of our lives is a matter of course for MENNEKES. Therefore, we support the application and dissemination of these basic principles with the goal of a sustainable global economy for the benefit of all people, communities and markets, now and in the future. A central priority of our corporate strategy is to uphold and promote both human rights and environmental protection in all our business activities.

We hereby call upon our suppliers and business partners [hereinafter referred to as the suppliers] to contribute to this in the spirit of a unified approach. This Code of Conduct defines these fundamental principles and MENNEKES' expectations of its suppliers regarding ecological and social responsibility and serves as the basis for all future deliveries and services. The suppliers undertake to present this Code of Conduct to their subcontractors [hereinafter referred to as "subcontractors" of MENNEKES' suppliers] and to endeavor to contractually oblige them to comply with the listed standards and regulations.

2. Principles of cooperation

2.1 Reliability and honesty

Successful cooperation is based on keeping assurances and commitments to all business partners in the supply chain. Thus, we expect our suppliers and business partners to be reliable and honest in their business relationships.

2.2 Compliance

The Code of Conduct represents a minimum standard based on applicable laws and regulations. Compliance with national laws and regulations, such as the Supply Chain Due Diligence Act (in German: "Lieferkettensorgfaltspflichtengesetz" / "LkSG") for companies based in Germany, to which MENNEKES is committed, as well as international legal requirements, conventions, guidelines, and standards, is a matter of course for us, and therefore equally applies to our suppliers.

3. Fair competition

3.1 Integrity, bribery, and exploitation

In all business activities, the highest standards of integrity must be applied. MENNEKES rejects any form of corruption, bribery, extortion, and embezzlement. Suppliers are required to pursue a zero-tolerance policy regarding the prohibition of corruption, bribery, extortion, and embezzlement. They must not, directly or indirectly, offer, promise, or grant any advantage to a public official or a business partner from the private sector that could create the impression of a bribe. At the same time, suppliers must not demand, accept, or promise anything from their business partners that could be considered a bribe.

3.2 General conditions under antitrust law

The suppliers are required to protect free and fair competition and to conduct their business in accordance with national and international competition laws. These laws, particularly in dealings with competitors, prohibit price-fixing agreements and other activities that impair competition.

4. Careful handling of information

4.1 Intellectual property

The intellectual property rights of MENNEKES, suppliers, subcontractors, and third parties shall be respected.

4.2 Data

Data concerning the identity of business partners and the subject of the business relationship, as well as personal data of customers and employees, must always be treated confidentially by suppliers and protected against unauthorized access by third parties. Legal regulations concerning data protection and information security must be observed.

5. Social responsibility

5.1 Human rights

The protection of and respect for international human rights are an essential part of corporate responsibility. We expect our suppliers, business partners and their employees to respect these inviolable rights. There must be no discrimination based on skin color, ethnic or social origin, gender, religion or belief, disability, age, sexual identity, or other protected characteristics.

5.2 Prohibition of forced labor

The suppliers advocate for the prohibition of forced labor and take appropriate measures to ensure compliance with this prohibition among subcontractors. Employees must be able to terminate their work or employment relationship at any time. Additionally, there must be no unacceptable treatment of workers, such as psychological stress, sexual harassment, and humiliation. The hiring or use of security forces is prohibited if their deployment results in inhumane or degrading treatment or injury to individuals, or if it impairs freedom of association.

5.3 Prohibition of child labor

At no stage of production or service delivery may suppliers employ child labor. MENNEKES requires that the age of employees must not be lower than the age at which compulsory education ends according to the law of the place of employment, and in any case, not under 15 years. An exception is made for the recommendations from the ILO Conventions on the minimum age for employment of children. Suppliers are obligated to report, document, and take remedial actions in cases where children are found working at subcontractors.

The employment of young workers under 18 years is not permitted for tasks that are harmful to the health, safety, or morals of children.

5.4 Conduct in the workplace

All employees shall be treated with respect and dignity. Any form of unequal treatment of employees is unacceptable and must be prevented unless it is justified by the requirements of the job. All types of bullying or harassment must be avoided and immediately stopped.

5.5 Freedom of association

The right of employees to form, join, conduct collective bargaining, and strike with labor unions of their choice must be respected by our suppliers. In cases where freedom of association and the right to collective bargaining are legally restricted, alternative means for independent and free association of employees for the purpose of collective bargaining must be provided.

Employees must not be discriminated against for founding, joining, or being a member of such an organization. Employee representatives must be granted free access to their colleagues' workplaces to ensure they can exercise their rights in a lawful and peaceful manner.

5.6 Working conditions

The suppliers must compensate their employees fairly, which also means that equivalent work should be paid with equal remuneration. The wages paid must not be below the national legally mandated minimum wage or the industry-standard minimum, whichever is higher. If the wages are insufficient to cover the cost of living and to allow for a minimum level of savings, suppliers are obligated to increase the wages.

National labor laws regarding working hours must be adhered to by all suppliers

5.7 Workplace safety

The suppliers are responsible for providing a safe and healthy work environment. By establishing and implementing appropriate occupational safety systems, necessary precautions are taken to prevent accidents and health hazards that may arise in connection with the work. Excessive physical or mental fatigue must be prevented through suitable measures.

5.8 Conflict minerals

The suppliers guarantee that their deliveries and those of their subcontractors do not contain so-called "conflict minerals" as defined by the OECD Guidelines "Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas." Upon request, suppliers must provide proof within 5 days that their deliveries or those of their subcontractors do not contain such "conflict minerals".

5.9 Preservation of natural resources

The suppliers must avoid endangering humans and the environment by preventing harmful soil changes, water and air pollution, noise emissions, and excessive water consumption when these actions harm human health, significantly impair the natural basis for food production, or prevent people's access to clean drinking water or sanitation facilities. Additionally, suppliers must not unlawfully seize land, forests, or waters whose use secures the livelihood of individuals.

6. Ecological responsibility

6.1 Reducing the Consumption of Raw Materials and Natural Resources

- 6.1.1. The Suppliers ensure that their products are manufactured in the most environmentally friendly manner possible through the efficient use of resources such as energy, water, and materials. Suppliers are required to monitor and document energy consumption. Economic solutions must be found to improve energy efficiency, minimize energy consumption, and use renewable energy whenever possible. Suppliers also aim for appropriate water consumption. For responsible handling of materials, suppliers ensure optimal use of materials and avoid waste or use recycling, or properly dispose of unavoidable waste. This ensures that environmentally harmful substances are safely managed throughout the product's lifecycle and beyond.
- 6.1.2. The suppliers commit to climate protection and, in this context, to reducing CO2 emissions to a minimum with the goal of decarbonization. To this end, suppliers create the necessary transparency regarding the extent of CO2 emissions in their own and upstream processes. Suppliers are required to promptly provide the individual CO2 footprint of materials sourced by MENNEKES upon request.
- 6.1.3. The suppliers specifically choose sustainable and environmentally conscious sales and transport packaging. Legal regulations regarding packaging requirements must be observed.
- 6.1.4. If suppliers deliver electrical and electronic equipment, they must participate in certified recycling programs or appoint an authorized representative to act on their behalf (WEEE).

6.2 Handling of waste and toxic Substances

- 6.2.1. Waste management is always conducted in an environmentally friendly manner, particularly adhering to European regulations on the import and export of hazardous waste. Suppliers follow a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste.
- 6.2.2. The suppliers do not use mercury, mercury compounds, or persistent organic pollutants. Chemicals or other materials that pose a hazard when released into the environment must be identified and managed in a way that ensures safety during handling, transportation, storage, use, recycling or reuse, and disposal.
- 6.2.3. Information about products containing substances hazardous to health and the environment, according to applicable EU regulations, must be proactively provided to MENNEKES in writing by the suppliers (e.g., REACH, RoHS, etc.). Suppliers are required to independently register relevant products that fall under REACH regulations in the ECHA database as part of their own manufacturer obligations.

7. Responsibility for the Supply Chain

The Suppliers ensure that they prevent or minimize at least the human rights and environmental risks listed in this Code of Conduct within their own operations. Any violations that occur must be promptly addressed.

Furthermore, as mentioned in the preamble, suppliers must agree to the human rights and environmental expectations of this Code of Conduct with their subcontractors along the supply chain.

In the event of suspected violations and to secure supply chains with increased risks, suppliers will promptly and, if necessary, regularly inform MENNEKES about the identified violations and risks, as well as the measures taken.

8. Conflicts of interest

8.1 Avoidance of conflicts of interest

The decision regarding cooperation with MENNEKES should be based on objective criteria. The suppliers are encouraged to avoid situations in which our business relationship may be influenced by conflicts of interest.

8.2 Complaint management

Suppliers commit to implementing an effective grievance procedure within their own operations and making it accessible to their employees while ensuring the confidentiality of their identity and effective protection against retaliation.

Suppliers must inform their employees and subcontractors about the MENNEKES whistleblower system, which is available at all times and can be used anonymously. They are also encouraged to pass on information about this whistleblower system along the supply chain. The MENNEKES whistleblower system can be accessed via the following link:

<https://www.mennekes.de/unternehmen/ueber-uns/compliance/hinweisgebersystem/>

9. Consequences of non-compliance

9.1 Verification

MENNEKES reserves the right to verify compliance with the principles of the Code of Conduct by:

- (1) Requesting proof of compliance with the Code of Conduct at any time.
- (2) Asking suppliers to participate in a risk self-assessment.
- (3) Conducting a risk-based audit at the supplier's production sites.

The supplier agrees that MENNEKES may conduct such audits:

- (1) Once a year, or
- (2) For specific reasons, to verify compliance with the Code of Conduct at the supplier's premises during regular business hours with reasonable prior notice by persons authorized by MENNEKES.

Suppliers may object to individual audit measures if they would violate mandatory data protection regulations. Both parties will bear the costs incurred in their respective operations for an audit.

9.2 Remedial actions

If a violation of the provisions of this Code of Conduct is identified, MENNEKES will promptly notify the supplier in writing and set a reasonable deadline for the supplier to align their conduct with these provisions. If remediation is not possible within a foreseeable time, the supplier must immediately notify MENNEKES and jointly develop and implement a plan with a timeline to end or minimize the violation. MENNEKES reserves the right to temporarily suspend the business relationship during this period.

9.3 Termination of Cooperation

If the additional deadline expires without result or the implementation of the measures contained in the plan does not remedy the situation after the timeline has elapsed, and no less severe means are available, MENNEKES may terminate the business relationship and cancel all contracts. The legal right to extraordinary termination without setting an additional deadline, especially in cases of intentional and very serious violations, as well as the right to claim damages, remains unaffected.

10. Approval and compliance with the Code of Conduct

We hereby acknowledge and support the MENNEKES Supplier and business partner Code of Conduct by implementing the requirements and expectations contained therein and by communicating the principles of the Code of Conduct to our employees. If the legal requirements are more restrictive than the Code of Conduct, these take precedence.

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(Name) (Position) readable

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(Place/Date) (Signature) (Company stamp)