



CODE OF CONDUCT FOR SUPPLIERS

LÖDIGE INDUSTRIES

REVISION A

VALID FROM DECEMBER 1ST 2023

Inhalt

0	FOREWORD.....	4
1	GENERAL COMMITMENT	5
2	LABOUR	5
2.1	PROHIBITION ON FORCED AND COMPULSORY LABOUR	5
2.2	PROHIBITION ON CHILD LABOUR.....	6
2.3	WORKING HOURS.....	6
2.4	FAIR WAGES.....	6
2.5	EQUAL REMUNERATION	7
2.6	HUMAN TREATMENT.....	7
2.7	NON- DISCRIMINATION	7
2.8	EQUALITY, DIVERSITY AND INCLUSION.....	7
2.9	FREEDOM OF ASSOCIATION AND PROTECTION OF THE RIGHT TO ORGANISE	8
2.10	ETHICAL RECRUITMENT.....	8
3	HEALTH AND SAFETY.....	8
3.1	OCCUPATIONAL SAFETY	9
3.2	EMERGENCY PREPAREDNESS.....	9
3.3	OCCUPATIONAL INJURY AND ILLNESS	9
3.4	INDUSTRIAL HYGIENE	10
3.5	PHYSICALLY DEMANDING WORK	10
3.6	MACHINE SAFEGUARDING.....	10
3.7	SANITATION, FOOD AND HOUSING.....	10
4	ENVIRONMENTAL RESPONSIBILITY	10
4.1	ENVIRONMENTAL PERMITS AND REPORTING	11
4.2	REDUCING CONSUMPTION OF RAW MATERIALS AND NATURAL RESOURCES.....	11
4.3	WASTEWATER AND SOLID WASTE.....	11
4.4	HAZARDOUS MATERIALS.....	11
4.5	AIR EMISSIONS.....	11
4.6	ENERGY CONSUMPTION AND EFFICIENCY	12
4.7	PRODUCT CONTENT RESTRICTIONS.....	12
4.8	LAND, FOREST AND WATER RIGHTS	12
4.9	RENEWABLE ENERGY.....	12
4.10	WASTE PREVENTION	12
4.11	ANIMAL WELFARE	13
4.12	BIODIVERSITY, LAND USE AND DEFORESTATION.....	13
4.13	SOIL QUALITY	13
4.14	NOISE EMISSIONS.....	13
5	ETHICS	13
5.1	FAIR COMPETITION	14
5.2	BUSINESS INTEGRITY	14
5.3	FINANCIAL INTEGRITY	14
5.4	NO IMPROPER ADVANTAGE.....	14
5.5	INTELLECTUAL PROPERTY	15
5.6	CONFIDENTIALITY AND DATA PROTECTION.....	15
5.7	WHISTLEBLOWING AND COMMUNICATION PROCESS	15
5.8	RIGHTS OF MINORITIES AND INDIGENOUS PEOPLES	15

5.9	USE OF PRIVATE OR PUBLIC SECURITY FORCES.....	16
5.10	DISCLOSURE OF INFORMATION	16
5.11	DEALING WITH CONFLICT MINERALS	16
5.12	EXPORT CONTROLS AND ECONOMIC SANCTIONS.....	16
6	COMPLIANCE WITH THIS CODE OF CONDUCT	17
6.1	IMPLEMENTATION	17
6.2	VERIFICATION	17
6.3	REPORTING AND CONTACT	17

0 FOREWORD

Lödige Industries GmbH and its national and international subsidiaries (hereinafter referred to as "LÖDIGE INDUSTRIES") is one of the world's leading suppliers of logistics systems and lifting solutions with more than 1200 employees and subsidiaries in Europe, Asia, America and the Middle East.

For more than 75 years, we have focused on quality, innovation and partnership. LÖDIGE INDUSTRIES stands for high-performance logistics solutions worldwide.

We commit ourselves to comply with applicable laws and regulations of the countries and regions in which we operate and conduct our business activities in line with our corporate values, that are based on social and ethical principles of respect, honest and social and environmental responsibility.

This Code of Conduct aims to ensure that all LÖDIGE INDUSTRIES suppliers, including subcontractors, conduct their business in a socially responsible, ethical manner and in compliance with the principles and expectations set out and adhered to by LÖDIGE INDUSTRIES. This Code of Conduct is based on national laws and regulations as well as international conventions, such as the United Nations (UN Global Compact), the International Labour Organisation (ILO), the OECD Principles for Multinational Enterprises, ISO, the UN Declaration of Human Rights and the UN conventions against corruption¹.

We expect our business partners to comply with the labour, health and safety, environmental, ethical and general standards set out in this Code of Conduct.

As a principle, we only conduct business relations with suppliers that agree to and follow the standards set out in this document, in the sphere of their respective influence. This includes the implementation of the requirements of this Code of Conduct in the supplier's own company and group of companies as well as into the entire supply chain.

Each of LÖDIGE INDUSTRIES's suppliers takes an important part to secure and maintain doing business in a responsible way. We thank our suppliers for their support in building the basis for a trustful business relationship.

LÖDIGE INDUSTRIES GmbH



Dr.-Ing. Gerald Kalisch, CIO



Helge Reinck, CFO

¹ ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up <https://www.ilo.org/global/lang-en/index.htm> UN Global Compact [https://unglobalcompact.org/UN Global Compact 10 Principles](https://unglobalcompact.org/UN%20Global%20Compact%2010%20Principles) <https://unglobalcompact.org/what-is-gc/mission/principles>

The Supplier² herewith confirms the following basic requirements:

1 GENERAL COMMITMENT

The Supplier shall respect and act in full compliance with the respective applicable laws, rules and regulations of the countries in which it operates as well as other internationally recognized industry standards. This Code of Conduct encourages the Supplier to go beyond legal compliance, drawing upon internationally recognised industry standards in order to advance social and environmental responsibility and business ethics.

In case the applicable laws, rules and regulations in their jurisdiction deviate from the standards of this Code of Conduct and/or other internationally recognized standards, the Supplier shall follow the stricter regulations.

2 LABOUR

Each business potentially impacts human rights - positively or negatively. The Supplier is committed to respect the human rights of employees, workers, students or other persons involved in the business and/or production process (hereinafter together referred to as "Employees" or "Employee") and to treat them with dignity and respect, wherever they operate.³

2.1 Prohibition on Forced and Compulsory Labour⁴

Employees shall be treated with dignity and respect. The Supplier commits to prohibit, not participate in or benefit from, not to promote or otherwise support each form of forced or compulsory labour.

Forced or compulsory labour is any work or service that is exacted from any person under the menace of any penalty, and for which that person has not offered himself or herself voluntarily. This includes in particular, but not excluding others, any form of bonded labour or debt bondage, slavery, human trafficking, physical abduction or kidnapping, the lodging of deposits (financial or personal documents) for employment, physical or psychological (including sexual) violence as a means of keeping someone in forced labour (direct or in direct as a threat against worker, family, or close associates), withholding of wages, property of the Employee or documents such as any governmental identification, passports or work permits, with the aim to force a certain consequence from the Employee, e.g. continuing work, or other forms of extortion. Labour shall be voluntary, and Employees shall be free to leave work at any time or terminate in accordance with established rules.

² Supplier as having received, confirmed or otherwise declared to confirm the Lödige Industries Code of Conduct hereinafter referred to as "the Supplier".

³ Based on UNGlobalCompact Principle 1

⁴ Based on UNGlobalCompact Principle 4; ILO 29,105.

2.2 Prohibition on Child Labour⁵

The human rights of children need to be protected and secured. The Supplier commits to prohibit, not participate in or benefit from, not to promote or otherwise support each form of child labour: any form of exploitation of children is prohibited.

The Supplier ensures that its Employees have reached at least the minimum age for employment in the country of operation or otherwise applicable, being not less than the age for completing compulsory education in that country, and in any case not less than 15 years. Where national provisions require a higher age, this age shall be authoritative. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported.

Employees under the age of 18 shall not perform work that is likely to jeopardize the health or safety and morality of young workers.

2.3 Working Hours⁶

A regular working time is closely connected to protection and promotion of health and safety of Employees. Working hours shall comply with applicable laws and regulations, collective-bargaining agreements and industry standards, whichever affords the greater protection.

The average working hours shall regularly not exceed 48 hours per week. Overtime shall be worked voluntarily and responsibly. Employees enjoy at least one day off after 6 consecutive working days.

2.4 Fair Wages⁷

The wages paid from Supplier to Employees shall correspond to or exceed the minimum wages as stipulated per applicable law, rules or regulations or industry standards, whichever affords the greater protection, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with the applicable law, rules or regulations or industry standards, overtime shall be paid at rates higher than the regular hourly rates. Should the minimum wages per applicable law, rules or regulations or industry standards not be sufficient to cover the usual costs of living, a reasonable wage to cover such basic needs shall be paid, taking into account the general level of wages in the country, the usual cost of living of the Employees and their families, including food, accommodation, social security benefits, and the relative living standards of other social groups as well as other economic factors.

Employees must be paid in a fairly and timely manner. Employees shall be provided a clear and detailed documentation of payments. Illegal deduction from wages, e.g. as a penalty or as a disciplinary measure, are prohibited.

⁵ Based on UNGlobalCompact Principle 5; ILO 182, 138

⁶ Based on ILO 1, 14

⁷ Based on ILO 131, 95, 26

2.5 Equal Remuneration

The Supplier shall ensure the principle of equal remuneration for work of equal value⁸, irrespective of any characteristics that are not related to their merit or the inherent requirements of their work, e.g. being men, women or minority.

2.6 Human Treatment

Each Employee has the right to work free of violence and harassment, including gender based violence and harassment.⁹ The Supplier prohibits harsh and inhuman treatment, including in particular but without excluding other form of inhuman or harsh treatment, any sexual harassment, sexual abuse, corporal punishment, mental nor physical coercion or verbal abuse: nor is there to be a threat of any such treatment.

2.7 Non- Discrimination¹⁰

Each Employee has the right to equal opportunity and equal treatment. The Supplier shall not treat people differently or less favourably because of characteristics that are not related to their merit or the inherent requirements of their work. Each Employee shall have equal access to employment, training, promotion, and fair compensation.

The Supplier shall prohibit, not participate in, promote or otherwise engage in any kind of discrimination, including distinction, exclusion or preference made, based on race, colour, gender, religion, political opinion, national extraction or social origin, sexual orientation, disability, age, pregnancy or other personal characteristics.¹¹

Any gender-based discrimination and violence against women or minorities is strictly prohibited. The Supplier ensures to respect and secure women's rights and rights of minorities within the whole supply chain.

2.8 Equality, Diversity and Inclusion

Promoting and maintaining a culture that upholds the principles of equality, diversity and inclusion in the working environment is beneficial to successful employee management, has a positive impact on the individual performance and contributes the development of the business. The Supplier shall establish and maintain a working culture securing that every Employee feels safe, not discriminated, respected, can be authentic, feels supported in their work and workplace and encouraged to develop and exploit their full potential.¹²

⁸ Based on ILO 100

⁹ Based on ILO 190

¹⁰ Based on UNGlobalCompact Principle 6

¹¹ Based on ILO 110, 159

¹² Based on UNGlobalCompact Principle 6

2.9 Freedom of Association and Protection of the Right to Organise¹³

Open communication and direct engagement are the most effective ways to resolve workplace and compensation issues.

The Supplier ensures and respects the fundamental rights of the Employees to associate freely, to establish and to join work organisations of their own choosing without previous authorisation, to draw up their constitutions and rules, to elect their representatives in full freedom, to organise their administration and activities and to formulate their program, to join or not join a trade union of their own choosing, as well as the right to collective bargaining in accordance with the applicable law, each without fear of reprisal, intimidation or harassment¹⁴.

The Supplier shall ensure that Employees have the right to freedom of expression and opinion, openly communicate and share grievances with the Supplier's management regarding working conditions and management practice without fear of reprisal, intimidation or harassment or fear of any negative consequences or disadvantages.

2.10 Ethical Recruitment

The basis for a fruitful and trustful working relationship starts with a transparent, fair and respectful recruitment process of applicants, candidates and potential employees (hereinafter together referred to as "Candidates").

The Supplier shall implement a transparent, fair and respectful recruitment process, which includes in particular to ensure each Candidate the freedom of movement, rejecting any form of forced labour, child labour, human trafficking, or exploitative practices, voluntary working, fair and regular payment, no restrictions through abuse, threats and unlawful practices, information on terms and conditions of work, wages, benefits and other relevant information in advance. An international recruitment process shall contain provision of further information, such as information on the area of work, living costs related, anticipated duration of the employment and further relevant and applicable information.

Discrimination of any kind during the recruitment process is strictly prohibited. All Candidates are to be evaluated based on their skills, qualifications, and experience.¹⁵

3 HEALTH AND SAFETY

A health and safety conscious work environment minimises the incidence of work-related injury and illness and enhances the quality of products and services, consistency of the business and employee retention and morale.

¹³ Based on UNGlobalCompact Principle 3

¹⁴ Based on ILO 87, 98, 135,154

¹⁵ Based on UN Global Compact Principle 6

The Supplier is responsible for ensuring a healthy and safe work environment and ensures compliance with applicable laws, rules and regulations as well as industry standards and takes appropriate measures to establish and maintain safe working conditions.

The Supplier shall in this respect formulate, implement and monitor a Suppliers' policy on occupational health and safety in working environments with the aim of preventing accidents and injury to health¹⁶. The Supplier shall regularly inform and provide education for Employees on the applicable health protection and safety norms and measures.

The Supplier shall in particular, but without excluding others, secure appropriate measures with regards to:

3.1 Occupational Safety

The Supplier shall comply with all applicable laws, rules and regulations as well as industry standards related to health and safety.

Employees' exposure to potential safety hazards (e.g. electrical and other energy sources, fire, vehicles, and fall hazards) is to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tag out) and ongoing safety training. Where hazards cannot be adequately controlled by these means, Employees are to be provided with appropriate well-maintained personal protective equipment.

Employees shall not be disciplined for raising safety concerns.

3.2 Emergency Preparedness

Potential emergency situations and events are to be identified and assessed, and their impact minimised by implementing emergency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, staff training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

3.3 Occupational Injury and Illness

Procedures and systems are to be put in place to prevent, manage, track and report occupational injury and illness, including provisions to a) encourage reporting, b) classify and record injury and illness cases, c) provide necessary medical treatment, d) investigate cases and implement corrective actions to eliminate their cause, and e) facilitate Employees' return to work.

¹⁶ Based on ILO 155
9 / 18

3.4 Industrial Hygiene

Exposure of Employees to chemical, biological and physical agents is to be avoided, and in case of occurrence identified, evaluated and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, employee health is to be protected by appropriate personal protective equipment programs.

3.5 Physically Demanding Work

Exposure of Employees to the hazard of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be avoided, identified, evaluated and controlled.

3.6 Machine Safeguarding

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

3.7 Sanitation, Food and Housing

The Supplier ensures access to suitable, clean and sanitary infrastructure, including toilet access, potable water and sanitary food preparation, storage facilities and eating facilities, which cover the needs and numbers of Employees.

Accommodation for Employees, if provided by the Supplier or a third party appointed by the Supplier, shall be maintained clean and safe, and provide with appropriate emergency exit, hot water for bathing and showering, an adequate heat and ventilation as well as reasonable personal space along with reasonable entry and exit privileges.

4 ENVIRONMENTAL RESPONSIBILITY¹⁷

Environmental responsibility is integral producing world class products and shall be an integral part of business operations. The Supplier commits to prevent environmental damages, reducing the adverse effect on the community, environment and natural resources while securing the health and safety of the public and customers.

The Supplier commits to implement and follow procedures to ensure appropriate measures in regard to environmental responsibility. Without excluding others, the most common aspects of environmental responsibility need to be secured:¹⁸

¹⁸ Based on UNGlobalCompact Principle 7, 8, 9
10 / 18

4.1 Environmental Permits and Reporting

The Supplier shall obtain, maintain and keep current all required environmental permits (e.g. discharge monitoring), approvals and registrations and follows their operational and reporting requirements.

4.2 Reducing Consumption of Raw Materials and Natural Resources

The Supplier shall reduce and avoid the use of consumption resources during the production processes. Waste of all types, including water and energy, are to be reduced or eliminated at the source or by appropriate practices such as for example modifying production, maintenance and facility processes, through the use of alternative materials, conservation, recycling or re-using materials. Acknowledging the finite nature of earth's resources, Suppliers are encouraged to adopt sustainable practices that conserve resources, promote recycling, and extend product lifecycles through repair and reuse. Embracing circular economy principles is essential, prioritizing easily recyclable materials, designing recyclable products, and extending product lifespans. Collaborative efforts to establish effective recycling systems and educate consumers are valued.

4.3 Wastewater and Solid Waste

The Supplier shall identify, monitor, control and treat wastewater and solid waste from operating procedures, production processes and sanitation facilities as required in compliance with applicable laws, rules, regulations and industry standards and in a responsible manner prior to its discharge or disposal.

4.4 Hazardous Materials

The Supplier shall demonstrate a commitment to the responsible handling, use, and disposal of chemicals throughout their operations. This involves adhering to applicable laws and regulations regarding the storage, transportation, and disposal of hazardous substances. Suppliers are encouraged to prioritize the use of safer alternatives, minimise chemical waste generation, and implement proper labelling and documentation practices. Transparency in chemical usage and providing relevant safety information to employees, stakeholders, and customers is essential. Promoting responsible chemicals management aims to safeguard human health, protect the environment, and foster sustainable practices within the supply chain.

4.5 Air Emissions

The Supplier shall characterise, monitor, control and treat air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated during operations, as required in compliance with applicable laws, rules, regulations and industry standards and in a responsible manner prior to discharge.

4.6 Energy Consumption and Efficiency

The Supplier shall monitor, document energy consumption and should endeavour to minimise energy consumption through specific efforts.

4.7 Product Content Restrictions

The Supplier shall adhere to all applicable laws and regulations, industry standards and customer requirements regarding prohibition or restriction of specific substances including labelling for recycling and disposal. Materials listed on the 'Red List of Building Materials' should be avoided whenever possible and must be declared if unavoidable.¹⁹

4.8 Land, Forest and Water Rights

The significance of land, forest, and water rights for local communities needs to be acknowledged and respected. Forced evictions, dispossession, or destruction of these resources without proper consultation and consent are strictly prohibited. The Supplier shall respect these rights in accordance with international standards and practices and applicable laws and regulations.

4.9 Renewable Energy

The Supplier shall commit to sustainability and reducing the environmental impact. The Supplier is encouraged to prioritise the use of renewable energy sources as a means of contributing to a low-carbon future. Embracing renewable energy technologies, such as solar, wind, hydro, and others, not only benefits the environment but also promotes energy independence and resilience. Suppliers that invest in and promote the adoption of renewable energy solutions, fostering a cleaner and more sustainable energy landscape are valued. Incorporating renewable energy practices, supports mitigating climate change and creating a more sustainable world for future generations.²⁰

4.10 Waste Prevention

The Supplier shall adopt proactive measures to minimise waste generation across its entire operations. This involves implementing practices that prioritise source reduction, reuse, and recycling. The Supplier aims to minimise single-use products and packaging, opting for materials with lower environmental impact. Proper waste segregation, treatment, and disposal in compliance with relevant regulations are paramount.²¹

¹⁹ Based on the International Living Future Institute <https://living-future.org/red-list/>

²⁰ Based on UNGlobalCompact Principle 9

²¹ Based on UNGlobalCompact Principle 7, 8, 9

4.11 Animal Welfare

Animals deserve to be treated with respect, dignity, and care. The Supplier commits to upholding high standards of animal welfare in all aspects of their operations. This includes providing appropriate living conditions, nutrition, and access to veterinary care. The Supplier adheres to applicable animal welfare laws and regulations, avoiding any practices that cause unnecessary harm or suffering to animals.

4.12 Biodiversity, Land Use and Deforestation

The Supplier shall prioritise practices that safeguard ecosystems, protect habitats, and conserve biodiversity. This includes avoiding activities that lead to illegal or unsustainable deforestation, habitat destruction, or disruption of fragile ecosystems. Embracing responsible land use and protecting biodiversity contributes to maintaining the health of our planet, support local communities, and es a sustainable future for generations to come.

4.13 Soil Quality

Safeguarding soil quality contributes to preserving agricultural productivity, supports biodiversity, and ensures the sustainability of our natural resources for current and future generations.

The Supplier shall implement practices that promote soil conservation, enhance soil fertility, and prevent soil degradation. This includes employing sustainable agricultural and land management techniques that minimize erosion, chemical contamination, and soil compaction. The Supplier is encouraged to prioritise organic and regenerative farming practices that improve soil health over the long term.

4.14 Noise Emissions

Taking steps to mitigate noise emissions contributes to create a more harmonious and sustainable environment for nearby communities and ecosystems. The Supplier shall implement measures that reduce noise pollution arising from their operations. This includes employing noise-reducing technologies, maintaining equipment in good working condition, and adhering to local noise regulations.

5 ETHICS

To meet social responsibility and to achieve success in the marketplace, the Supplier commits to uphold the highest standard of ethics. In particular, but without excluding others, the most common aspects of ethical requirements need to be secured:

5.1 Fair Competition

The Supplier observes the principles and business practices on fair and undisturbed business, advertising and competition and ensures to operate in respect and compliance with all applicable antitrust and competition laws, rules and regulations. Anticompetitive agreements and/or practices with competitors, suppliers, customers or the like, in particular, but without excluding others, activities to influence prices or conditions, and any form of anti-competitive behaviour are strictly prohibited.

The Supplier should compete based on the quality of their products and services, innovation, and fair pricing.

5.2 Business Integrity²²

The highest standards of integrity are to be complied with in all business interactions. The Supplier commits to follow a zero-tolerance policy and to prohibit any and all forms of bribery, corruption, extortion, money laundering, embezzlement (covering promising, offering giving or accepting bribes).

The Supplier commits to acting professionally, fairly and with integrity in all its business dealings and ensures all its business dealings are transparent and reflected accurately in the Supplier's book and records. Monitoring and enforcement procedures shall be implemented to ensure compliance with all applicable anti-corruption laws and principles on transparency and integrity.

5.3 Financial Integrity

Any form of corruption, bribery, fraud, or other financial misconduct is strictly forbidden. Fair competition, honest pricing, and ethical financial dealings are highly valued. The Supplier commits to uphold strong financial ethics and responsibility in all its business activities. The Supplier maintains accurate and transparent financial records and conduct its operations in accordance with applicable laws and regulations.

5.4 No Improper Advantage

Transparency and integrity are paramount in maintaining a successful and trustful business relationship. Situations that could create conflicts of interest or compromise the integrity of the business decision should be avoided. This includes relationships, financial interests, or affiliations that may impact objectivity, transparency, or fair decision-making.

The Supplier shall prohibit from any forms of unethical influence, either direct or indirect, on fair decision making and business interactions, such as by offering, promising, giving,

²² Based on UN Global Compact Principle 10
14 / 18

authorizing or accepting of any favour in order to obtain or retain an improper benefit or advantage for the Supplier or its personnel.

The Supplier shall address apparent or potential conflicts of interest openly and take appropriate measures to mitigate their impact on business interactions.

5.5 Intellectual Property

Upholding originality and intellectual property rights is of utmost importance. The Supplier respects any third party's intellectual property rights, copyright laws and avoids any form of plagiarism or unauthorised use of intellectual property. This includes, but is not limited to, written materials, designs, software, and other creative works (hereinafter together referred to as "Materials"). Transfer of technology, expertise and know-how is to be done in a manner that protects the intellectual property rights and customer information. The Supplier ensures that Materials provided are free from any infringement upon third-party rights.

5.6 Confidentiality and Data Protection

The Supplier shall comply with all applicable data protection, privacy and information security laws, rules and regulations as well as industry standards and shall take appropriate measures to ensure data and information security. The Supplier shall ensure appropriate measures to secure data protection of confidential information, such as in regard to business activities, structure, financial situation and performance, know-how and any other information to be treated as confidential, throughout the supply chain. Personal data of any kind must be protected in accordance with all applicable data protection regulations.

5.7 Whistleblowing and Communication Process

The Supplier commits to implement an internal communication process for Employees and other third parties involved in the business or production process in order to be able to raise any concerns or suspected misconduct of a violation of applicable laws or inconsistency with this Code of Conduct, or similar documents without fear of retaliation. Where required by applicable law, an internal whistleblowing process shall be implemented.

5.8 Rights of Minorities and Indigenous Peoples

The Supplier commits to respect and recognize the rights of minorities and indigenous peoples. This includes acknowledging their cultural heritage, land rights, and self-determination. Discrimination, marginalisation, and any infringement upon the rights of minorities and indigenous peoples are strictly prohibited.²³

²³ Based on UNGlobalCompact Principle 6

5.9 Use of Private or Public Security Forces

The use of private or public security forces by the Supplier must adhere to the highest standards of ethics, human rights, and legality. Any engagement of such forces shall be in strict compliance with international laws and regulations. The Supplier should prioritise non-violent conflict resolution and respect the rights and safety of workers, local communities, and stakeholders. The use of force, intimidation, or violence is unacceptable and strictly prohibited. The Supplier ensures that security personnel respects human rights and is competent regarding conflict de-escalation.

5.10 Disclosure of Information

Transparency, open communication, and collaboration are essential for sustainable business relationships aiming to build trust and foster responsible business conduct.

If requested by LÖDIGE INDUSTRIES and/or authorities, the Supplier shall provide accurate and timely information about its operations, practices, and performance upon request. This includes sharing information related to social, environmental, and ethical practices, as well as financial matters.

5.11 Dealing with Conflict Minerals

In certain countries or politically unstable areas, the conflict minerals trade can be used to finance armed groups or criminals, support corruption and is affected to fuel forced labour and abuse other human rights.

For conflict minerals such as tin, tungsten, tantalum and gold, as well as for additional raw materials such as cobalt, the Supplier shall establish processes in accordance with the applicable laws and regulations and industry guidelines in order to ensure that any such minerals are sourced responsibly and by securing human rights and that the source does not benefit or finance any armed or criminal group, neither directly nor indirectly.

The Supplier shall exercise due diligence on the source and shall make available the due diligence measures and processes established upon request to LÖDIGE INDUSTRIES.

5.12 Export Controls and Economic Sanctions

The Supplier complies with all applicable export control regulations and economic sanctions imposed by relevant authorities, such as for exporting or re-exporting goods, software, services and technology as well as to restrictions on trade with certain countries, regions, companies or organizations and individuals. It is essential that products, technologies, and services are only transferred in compliance with applicable laws and regulations. Any involvement in activities that support prohibited individuals, entities, or countries is strictly prohibited. The Supplier will need to stay informed about evolving regulations and implement robust internal controls to prevent unintentional violations.

6 COMPLIANCE WITH THIS CODE OF CONDUCT

6.1 Implementation

The Supplier shall establish and implement a managing process with the aim to ensure a) compliance with applicable laws, regulations, and industry standards as well as customer requirements related to the Supplier's services and goods; b) compliance with the LÖDIGE INDUSTRIES Code of Conduct and c) identification and mitigation of potential risks at the Supplier and within the supply chain.

6.2 Verification

LÖDIGE INDUSTRIES will not undertake any business or commence a business relationship with Suppliers who do not act in line with the requirements of this Code of Conduct.

The Supplier shall verify its compliance with the LÖDIGE INDUSTRIES Code of Conduct by measures considered appropriate by LÖDIGE INDUSTRIES, which may include request by LÖDIGE INDUSTRIES to receive from the Supplier a written statement of compliance with this Code of Conduct and /or announced or unannounced audits at the Suppliers premises and/or production sites during regular business hours by LÖDIGE INDUSTRIES or by persons appointed by LÖDIGE INDUSTRIES. The Supplier can object to specific audit measures in case of discrepancy to mandatory data protection regulations. If the Supplier finds or suspects incidents of non-compliance with the LÖDIGE INDUSTRIES Code of Conduct, either within the Supplier's own company or group of companies or within the supply chain, the Supplier shall i) undertake best efforts to correct the non-compliance and ii) immediately inform LÖDIGE INDUSTRIES on the suspicion and the intended corrective measures to comply with the Code of Conduct.

In case the Supplier does not comply with the Code of Conduct requirements and does not undertake the required and/or appropriate measures in order to be compliant with the Code of Conduct, without prejudice to any other contractual remedies or rights, LÖDIGE INDUSTRIES is entitled to reject and/or cancel contracts or orders, to temporary suspension or ending the business relationship with the Supplier.

6.3 Reporting and Contact

The LÖDIGE INDUSTRIES general contact can be found in the current company website and be used to report any kind of violation of and/or non-compliance with human rights and/or obligations on environmental responsibility and/or other circumstances giving suspicion on being non-compliant with applicable law or regulations.

Confirmation of Supplier

We herewith confirm and approve to ensure to act responsibly and in compliance with the principles of the LÖDIGE INDUSTRIES Code of Conduct. We commit to implement the necessary processes in our company or group of companies to meet the requirements and to instruct any Employees, contractors and/or sub-contractors to also comply with the requirements from the LÖDIGE INDUSTRIES Code of Conduct.

Company name of Supplier

Date, place

Name(s) and position(s) of signee(s)

Signature(s)

Company stamp
