

# SUPPLIER CODE OF CONDUCT

**DÜRR** GROUP.

[WWW.DURR-GROUP.COM](http://WWW.DURR-GROUP.COM)



## SCOPE OF APPLICATION:

This Supplier Code of Conduct applies to all natural persons and legal entities that sell or provide products, processes or services to the Dürr Group (Dürr AG and all companies in which Dürr AG directly or indirectly holds a majority interest) themselves or via third parties, e.g. affiliated companies, distributors, subcontractors or agents (hereinafter referred to as "Supplier").

## 1. INTRODUCTION

The Dürr Group is committed to upholding the principles of integrity and legality and acts in accordance with all relevant laws and regulations. We aim to give equal consideration to economic, environmental and social aspects in all our business activities.

As part of our corporate responsibility, we strive to build resilient and sustainable relationships with our Suppliers. We therefore expect our Suppliers to comply with applicable law and the principles of good corporate governance, to respect human rights, ensure fair working conditions and to adopt business practices that are ecologically sound and climate-friendly. Suppliers must comply with all national laws and regulations.

Our Supplier Code of Conduct is based on internationally recognized standards and principles. These include the International Bill of Human Rights, the UN Guiding Principles on Business and Human Rights, the core labor standards of the International Labor Organization (ILO), the OECD Guidelines for Multinational Enterprises and the United Nations Global Compact, of which the Dürr Group is a member.

The Code of Conduct for Suppliers defines a set of principles of conduct, standards and requirements, with due consideration given to the interests of various relevant stakeholder groups. The Supplier is subject to the principles of conduct, standards and requirements set out herein to the extent that they are applicable to its business areas. Binding minimum requirements are clearly identified as such with the term "shall" and are a mandatory prerequisite for cooperation with the Dürr Group. The Supplier shall undertake to take all necessary measures to fulfill the binding minimum requirements.

If there are specific requirements under local law at the registered office of the Supplier, these

shall apply. The Supplier shall also comply with any requirements or standards set out in this Supplier Code of Conduct that go beyond the applicable law.

The Supplier shall ensure that these standards are appropriately implemented throughout the supply chain. It shall contractually oblige its subcontractors to comply with equivalent standards and document their efforts to do so.

## 2. ENVIRONMENT

The Dürr Group expects its Suppliers to minimize negative impacts on the environment and climate resulting from their business activities, to treat natural resources with care, and to reduce their consumption of natural resources.

In particular, the Supplier shall ensure that its business activities do not cause water pollution, air pollution, harmful changes to the soil, harmful noise emissions or excessive water consumption.

### 2.1 COMPLIANCE WITH ENVIRONMENTAL LAWS

The Supplier shall comply with the applicable national and international environmental laws and standards at all times.

If there is no national legislation, the Supplier is expected to align its activities with company-specific standards, contractual agreements, industry practices and international frameworks. The Supplier should always take the highest standards as a guide.

### 2.2 ENVIRONMENTAL MANAGEMENT SYSTEMS

The Supplier is strongly encouraged to continuously monitor and reduce its environmental footprint. Suppliers with production sites should have suitable environmental management systems, such as ISO 14001, EMAS or similar, in place.



### 2.3 ENERGY AND CLIMATE

The Supplier should strive to meet emission reduction targets that are scientifically grounded and tied to specific deadlines, in line with the Paris Agreement, and take measures to drive the decarbonization of the entire value chain.

The Supplier is required to track and document energy consumption and all relevant greenhouse gas emissions at company level (scope 1 and scope 2) and in its upstream value chain (scope 3) and provide transparent information about these on request. The Supplier must be able to provide us with life cycle analyses for defined products (product carbon footprint) upon request and in coordination with the Dürr Group.

The Supplier should find solutions towards improving the energy efficiency of its products and minimizing their energy consumption and greenhouse gas emissions.

### 2.4 WATER AND WASTEWATER

The Supplier should implement a water management system with which it monitors, optimizes and, where possible, continuously reduces its water consumption. The Supplier should reuse water effectively and prevent the potential impact of flooding caused by rainwater run-off.

The Supplier shall treat wastewater from operational procedures, production processes and sanitary facilities properly before discharging or disposing of it. It should introduce measures to reduce the amount of wastewater it produces.

### 2.5 AIR POLLUTION

The Supplier shall routinely monitor, minimize and, where possible, eliminate emissions that contribute to air pollution. Examples of air emissions include volatile organic compounds (VOCs), corrosive substances, particulate matter (PM), ozone-depleting substances, air pollutants and combustion by-products generated through operational and production processes.

### 2.6 NOISE EMISSIONS

The Supplier shall monitor and control the volume of industrial noise. Where necessary, the Supplier shall take measures to prevent noise pollution.

### 2.7 WASTE AND RECYCLING

The Supplier should have measures in place to reduce waste. In particular, the Supplier shall comply with the provisions of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal.

Waste should be recycled to the greatest extent possible and the utilization of sustainable, renewable natural resources should be promoted, as should the use of secondary raw materials.

### 2.8 BIODIVERSITY AND ANIMAL WELFARE

In order to preserve biodiversity, the Supplier should use supply chains that do not contribute to deforestation or forest degradation.

The Supplier should support the ethical and humane treatment of animals.

### 2.9 CHEMICALS, HAZARDOUS SUBSTANCES AND RESTRICTED PRODUCT INGREDIENTS

The Supplier shall ensure that chemicals and hazardous substances are handled responsibly in terms of environmental and health protection. Chemicals and hazardous substances shall be identified, appropriately labeled and handled in such a way as to protect the environment and human health and safety when handling, transporting, storing, using, recycling or reusing and disposing of these substances.

The Supplier shall comply with the laws and regulations that apply to it with regard to the prohibition or restriction of specific substances in products or in the manufacturing process and shall fulfill its duty to provide information on declarable substances and mixtures. Substances and mixtures whose use in manufacturing processes and end products is restricted shall be identified and, where possible, reduced or replaced with suitable substitutes.

The Supplier shall in particular comply with the requirements of the following conventions:

- the Minamata Convention on Mercury and
- the Stockholm Convention on Persistent Organic Pollutants.

### 3. LABOR AND HUMAN RIGHTS

The Supplier shall respect the human rights of workers, local communities and other relevant stakeholders and avoid adverse impacts on human rights linked to its business activities, in accordance with the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises.

#### 3.1 HUMAN RIGHTS CONVENTIONS AND LABOR STANDARDS

The Dürr Group expects its Supplier to respect human rights. The Supplier shall make every reasonable effort to ensure that activities linked to its business activities neither cause human rights violations nor contribute to them.

The Supplier shall align its activities with the following international human rights conventions and labor standards:

- the International Bill of Human Rights, consisting of:
  - the Universal Declaration of Human Rights,
  - the International Covenant on Economic, Social and Cultural Rights,
  - and the International Covenant on Civil and Political Rights
- the core labor standards of the International Labor Organization:
  - abolition of child labor (Convention 138 and Convention 182)
  - elimination of forced labor (Convention 29, including the Protocol to the Forced Labour Convention P029, and Convention 105)
  - occupational safety and health (Convention 155 and Convention 187)
  - ban on discrimination in employment and occupation (Convention 100 and Convention 111)
  - freedom of association and the right to collective bargaining (Convention 87 and Convention 98)

The Supplier shall always comply with the national labor laws that apply to it. Local law takes precedence in the event of conflicting requirements.

#### 3.2 CHILD LABOR AND YOUNG WORKERS

The Supplier shall ensure that no children under the statutory minimum age are employed. The Supplier must comply with the minimum age of employment in accordance with ILO Convention 138<sup>1</sup> Accordingly, it ensures that no children are employed who are less than the age of completion of compulsory schooling and, in any case, are less than 15 years (in exceptional cases less than 14 years).

The Supplier shall ensure that young employees under the age of 18 do not work at night or work overtime and are protected from working conditions that could be harmful to their health or safety or to their physical, mental, spiritual, moral or social development.<sup>2</sup>

#### 3.3 FORCED LABOR AND MODERN SLAVERY

The Supplier shall ensure that the use of forced labor and participation in modern slavery is avoided under any circumstance. Examples include forced overtime, debt bondage, retention of identity documents and human trafficking. All work must be performed voluntarily and free from the threat of negative consequences, see also ILO Conventions 29<sup>3</sup> and 105.<sup>4</sup>

#### 3.4 ETHICAL RECRUITING

The Supplier shall ensure that potential employees are provided with truthful information about the nature and content of their work. The Supplier shall ensure that no hiring fees are charged to employees and shall not charge recruitment fees to employees. Withholding identity documents is not permitted unless this is required by law. The Supplier shall ensure that a written contract signed by both parties or a notification of employment exists at the start of the employment relationship, with a truthful and clear statement of both parties' mutual rights and obligations.

#### 3.5 HEALTH AND SAFETY AT WORK

The Supplier shall have safety and occupational health and safety measures in place that meet local legal requirements at minimum and are consistent with ILO Conventions 155<sup>5</sup> and 187.<sup>6</sup>

The Supplier should have a health and safety strategy in place. It shall guarantee a safe working environment – this includes workplaces, machinery, equipment and work processes. The

<sup>[1]</sup> ILO Convention 138: Convention concerning the minimum age for admission to employment or work

<sup>[2]</sup> In accordance with Article 32 of the UN Convention on the Rights of the Child

<sup>[3]</sup> ILO Convention 29: Convention concerning forced or compulsory labor

<sup>[4]</sup> ILO Convention 105: Convention concerning the abolition of forced labor

<sup>[5]</sup> ILO Convention 155: Convention concerning occupational safety and health and the working environment

<sup>[6]</sup> ILO Convention 187: Convention concerning the promotional framework for occupational safety and health

Supplier shall ensure that its employees are provided with adequate training, facilities, precautions and protective equipment. Appropriate measures shall be taken to prevent excessive physical and mental fatigue. Employees must have access to sufficient quantities of drinking water and clean sanitary facilities.

The Supplier's management is responsible for providing sufficient funds for health and safety and for carrying out regular risk assessments and reporting to ensure continuous improvement of the system. We recommend the use of a certified occupational health and safety management system in accordance with ISO 45001 or similar.

### 3.6 WORKING CONDITIONS AND WORKING TIME

We expect our Suppliers to uphold fair working conditions. The Supplier must comply with local laws and tariffs (if applicable) and the respective applicable regulations regarding working time, rest periods and vacation regulations.

The regular weekly working week should not exceed 48 hours. The Supplier should ensure that hours worked beyond the standard working week (overtime) are on a voluntary basis and do not exceed 12 hours per week, except in exceptional predefined circumstances. Employees should have at least one day off every seven days on average.

The use of temporary workers must comply with the locally applicable legal regulations.

### 3.7 WAGES AND SOCIAL BENEFITS

The Supplier shall secure appropriate and documented remuneration that is not below the legally guaranteed minimum wage, is based on the applicable national labor market and provides for compensation for overtime and statutory social benefits. Suppliers with sites in countries that do not have statutory minimum wage regulations should align their practices with ILO Convention 131.<sup>7</sup> Employees must be paid in a timely manner. Wage deductions as a form of punishment are not permitted.

### 3.8 HARASSMENT AND DISCRIMINATION

The Supplier shall use every possible means to prevent any form of harassment, including sexual harassment, sexual abuse, corporal punishment, psychological or physical coercion and verbal abuse.

The Supplier shall prevent any form of unequal treatment of its employees in accordance with ILO Convention 111,<sup>8</sup> unless such unequal treatment is justified by the requirements of employment. This applies to discrimination during the recruitment process and in connection the employment relationship, for example with regard to promotions, professional training and development, work assignments, remuneration, social benefits, disciplinary measures and dismissals on the basis of personal characteristics such as gender, skin color, ethnic or social origin, genetic characteristics, language, religion or belief, political opinion, ethnic minority status, trade union membership, health status, pregnancy, birth, disability, age, marital status and sexual orientation. The Supplier shall respect each individual's personal dignity, privacy and personality rights.

The Supplier shall ensure equal opportunities in the workplace and provide equal pay for equal work, see also ILO Convention 100<sup>9</sup>.

### 3.9 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

We expect our Supplier to allow employees to assemble peacefully, to organize, and to strike, especially as part of a trade union. This also includes the right, where provided for by law, to form a trade union to protect their interests and to engage in collective bargaining, see also ILO Conventions 87<sup>10</sup> and 98.<sup>11</sup>

Alternative options for the independent and free association of employees for the purpose of collective bargaining should be provided in cases where freedom of association and the right to collective bargaining are restricted by law.

<sup>[7]</sup> ILO Convention 131: Convention concerning minimum wage fixing, with special reference to developing countries

<sup>[8]</sup> ILO Convention 111: Convention concerning discrimination in respect of employment and occupation

<sup>[9]</sup> ILO Convention 100: Convention concerning equal remuneration for men and women workers for work of equal value

<sup>[10]</sup> ILO Convention 87: Convention concerning Freedom of Association and Protection of the Right to Organise

<sup>[11]</sup> ILO Convention 98: Convention concerning the Application of the Principles of the Right to Organise and to Bargain Collectively

The Supplier shall respect the independence of trade unions and shall promote a working environment in which individuals representing employee interests and trade union representatives do not have to fear reprisals, intimidation, harassment or discrimination.

### 3.10 PRIVATE OR GOVERNMENT SECURITY FORCES

In the event that private or government security forces are commissioned or used to protect company projects or operating facilities, the Supplier shall provide adequate instruction and monitoring to ensure that the use of security forces does not violate the ban on torture and cruel, inhuman or degrading treatment, does not cause injury to human life and limb and does not impede freedom of association, with or without a specific purpose.

### 3.11 LAND RIGHTS

We expect our Suppliers to respect the rights of local communities and indigenous peoples and to take the local impact of their business activities into account.

When purchasing, building on or otherwise using land, forests and waters, the Supplier must comply with the ban on unlawful eviction and the ban on unlawful seizure of land, forests and waters.

## 4. BUSINESS ETHICS

We expect our Suppliers to make a clear commitment to compliance with legal requirements and ethical standards. They must not engage in criminal acts.

### 4.1 FIGHTING CORRUPTION

The Dürr Group does not tolerate corrupt practices and actively combats them. Suppliers shall ensure that they do not engage in or tolerate corruption, bribery, extortion or embezzlement of any kind.

Any direct or indirect bribery or the acceptance of undue advantages – be it by giving or accepting payments, gifts or gratuities of any kind – beyond the scope of what is legally permissible and customary is prohibited.

We expect our Suppliers to take an active role in the prevention of corruption and fraud and to actively draw attention to any misconduct and report this to the Dürr Group reporting office ([Dürr Group Integrity Line](#)).

### 4.2 PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

The Supplier must meet its legal obligations to prevent money laundering and terrorist financing and must not promote such activities, whether directly or indirectly.

### 4.3 INFORMATION SECURITY AND DATA PROTECTION

The Supplier shall ensure that its technical information systems are adequately protected against cyber threats by meeting the usual standards (e.g. anti-virus solutions, encryption, segmentation, roles and rights management, etc.). This applies in particular to cloud service providers. We recommend the use of a certified information security management system, e.g. ISO 27001, TISAX or similar.

Personal data of employees and business partners may only be processed, i.e. collected, stored, filed, used or made available to third parties, in accordance with the applicable legal requirements.

The Supplier shall handle and protect all information appropriately. Data and information are used exclusively according to their classification. The Supplier shall ensure that data to be protected is collected, processed, backed up and deleted properly.

### 4.4 FAIR COMPETITION AND ANTITRUST LAWS

The Supplier shall uphold the principles of free and fair competition and comply with the applicable competition and antitrust laws. These provisions govern business practices that unlawfully restrict competition, the improper exchange of information concerning competition, price fixing, bid rigging and market sharing.

### 4.5 CONFLICTS OF INTEREST

The Suppliers shall avoid and disclose any conflicts of interest relevant to the Dürr Group if these could affect the business relationship. Decisions shall be made solely on an objective basis.

### 4.6 DISCLOSURE OF INFORMATION

The Supplier shall keep accurate, complete, timely, appropriate and comprehensible records in accordance with the relevant legal and regulatory requirements. The Dürr Group fulfills its obligations to disclose records to the extent

required by law. We expect the same from our suppliers. The Supplier shall therefore disclose financial and non-financial information in accordance with the laws applicable to them and prevailing industry practices.

#### 4.7 PHYSICAL AND INTELLECTUAL PROPERTY

The Supplier commits itself to respecting intellectual property and protecting it throughout the supply chain.

This applies equally to physical property of the Dürr Group, which must be protected against loss, theft or misuse.

#### 4.8 EXPORT CONTROLS AND ECONOMIC SANCTIONS

The Supplier must comply with all applicable regulations and laws for the import and export of goods, services and information and for payment transactions. Existing sanctions and embargoes must be observed in the context of laws and regulations when conducting business activities.

### 5. PROMOTION OF A RESPONSIBLE SUPPLY CHAIN

The Dürr Group is committed to promoting a responsible supply chain. Our goal is to ensure that our products and materials are free from conflict minerals (tin, tantalum, tungsten, their ores and gold from areas of conflict or high risk) which contribute to the direct or indirect financing of armed groups, forced labor or other human rights violations.

We expect our Suppliers to comply with a due diligence process in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas – in particular tin, tantalum, tungsten ores and gold (3TG). If goods and materials contain conflict minerals, the Supplier must comply with its obligations under the Conflict Minerals Regulation.

### 6. ASKING QUESTIONS AND REPORTING MISCONDUCT

The Dürr Group investigates reports of suspected misconduct. We rely on our suppliers, business partners and third parties to report any potential misconduct so that we can be aware of possible violations.

We have various channels for reporting violations of labor and human rights, breaches of our ethical corporate principles, non-compliance with environmental regulations and any other violations of our principles and guidelines.

The [Dürr Group Integrity Line](#) allows you to submit information securely and anonymously or to provide your name and contact details voluntarily in accordance with the German Whistleblower Protection Act.

Reports can also be submitted by sending an email to [Compliance.officer@durr.com](mailto:Compliance.officer@durr.com) or a letter to:

Compliance Officer  
Dürr Aktiengesellschaft  
Carl Benz Strasse 34  
74321 Bietigheim-Bissingen  
Germany

Suppliers can submit any questions they may have about the Code of Conduct to their authorized specialist purchaser or Group Purchasing ([procurement.sustainability@durr.com](mailto:procurement.sustainability@durr.com)) at any time.

#### 6.1 WHISTLEBLOWER PROTECTION AND PROTECTION FROM RETALIATION

The Supplier shall ensure that its employees can speak out freely and without fear of retaliation if they believe that the provisions defined in this Code of Conduct have been violated.

## 6.2 REMEDIAL MEASURES

The Supplier shall ensure or participate in remedial measures if its business activities cause or contribute to negative environmental or social impacts and shall follow lawful procedures to do so.

The Supplier shall consult and cooperate with the affected rights holders and their representatives in determining the remedial measures.

## 7. COMPLIANCE WITH DÜRR GROUP REQUIREMENTS

The Dürr Group reserves the right to verify compliance with the principles and standards set out in this Code of Conduct for Suppliers by taking suitable risk-based measures. These measures can take the form of questionnaires, assessments or on-site supplier audits. On-site audits are always announced in advance and performed together with representatives from the business partner in compliance with the applicable laws, including data privacy provisions, and contractual obligations such as non-disclosure agreements.

If deviations from the principles in this Code of Conduct are found, we will cooperate with the Supplier to determine how lasting remedial measures can be implemented within an appropriate timeframe. The Supplier shall implement the measures at its own responsibility, without incurring any costs for the Dürr Group.

## 8. LEGAL CONSEQUENCES OF VIOLATIONS

Any violation of this Supplier Code of Conduct may give the Dürr Group cause to take appropriate legal action. In particular, the Dürr Group reserves the right to terminate the business relationship in the event of serious or repeated violations of this Code of Conduct. The Dürr Group may refrain from pursuing such actions if the Supplier credibly assures and can prove that it has initiated prompt countermeasures to avoid future violations.



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