

# SUPPLIER CODE OF CONDUCT OF EUGEN SEITZ AG

## 1 Principles and Scope of Application

### 1.1 Principles

This supplier code of conduct (Code of Conduct) sets out Eugen Seitz AG's (Seitz) expectations of its suppliers and their sub-suppliers (Suppliers). It includes topics such as working conditions, environmental protection, ethical conduct and compliance with laws. This Code of Conduct is informed by Seitz's Mission Statement, the UN's Universal Declaration of Human Rights, the UN's Guiding Principles on Business and Human Rights, the UN's Global Compact as well as conventions stemming from the International Labour Organisation (ILO).

### 1.2 Scope of Application

This Code of Conduct shall apply to all Suppliers whether in their headquarters, branch offices or place of performance and applies to all goods and services related to Seitz.

## 2 Working Conditions

Suppliers shall ensure that products or components delivered to Seitz are not manufactured within systems with racial segregation, the use of slave laborer, prisoners or children, nor supplied through such systems. Suppliers shall also ensure that the applicable laws on minimum wages, working hours or overtime of the country of manufacture or any other country to which products or components for Seitz are delivered, are complied with. In addition, Suppliers have to comply with all other applicable laws, guidelines and regulations including, in particular the: (a) EU Directive 2011/65/EU of January 3, 2013 relating to hazardous substances (RoHS Directive), (b) EU Directive 2012/19/EU governing waste from electrical and electronic equipment (WEEE), (c) Electronic Waste Recycling Act (California SB20/50) – wherever applicable, (d) EC Regulation (EC) No. 1907/2006 of December 18, 2006 (REACH) governing the registration of chemical substances, and (e) Dodd-Frank Wall Street Reform and Consumer Protection Act of July 21, 2010. Proof of compliance with the relevant laws, guidelines and regulations needs to be provided on conclusion of a contract.

### 2.1 Freedom of Association and Collective Bargaining

In accordance with the ILO Conventions 87 and 98, Suppliers shall respect the right of employees to establish and join employee associations, including unions, and to participate in collective bargaining. In countries where the rights mentioned above are restricted by law, employees must at least be granted the right to freely choose their representatives who can then enter into dialogue with the Supplier.

### 2.2 Prohibition of Discrimination

In accordance with the IAO Convention (100), Suppliers shall prevent discrimination in respect of recruitment, retention and promotion which is based on the grounds of gender, age, religion, political opinion, union membership, health, national or social origin, sexual orientation, ethnicity, skin colour or other legally sanctioned form of discrimination. Additionally, Suppliers shall comply with the principle of equal remuneration for work of equal value in accordance with the ILO Convention 100.

### 2.3 Health and Safety

Suppliers must provide safe and healthy workplaces, minimise associated risks when designing work processes and ensure that protective devices and personal protective equipment are used in jobs deemed to be "high risk". Free access to clean drinking water and sanitary facilities must be provided for all employees. In addition, adequate lighting and ventilation must be ensured. Suppliers are obliged to take all legal and industry-specific precautions in case of emergency situations. Such precautions include the provision of adequate fire protection equipment, evacuation precautions and medical emergency care. All employees must receive regular training relating to Health and Safety in the Workplace.

### 2.4 Compensation and Benefits

Suppliers shall pay wages and benefits to their employees to a minimum amount which aims to provide them and their families with a sufficient amount to meet their basic needs and provide some

discretionary income whilst at the same time complying with the laws and industry standards. Wages must be paid to employees regularly and in accordance with applicable laws. Wage or performance deductions may only be permitted if they are in accordance with the applicable laws and if a valid, freely negotiated collective employment agreement has been reached.

### **2.5 Working Hours**

Suppliers shall comply with the applicable laws, industry standards and freely negotiated collective employment contracts regarding working hours. Under no circumstances shall the Supplier allow the maximum weekly working time of 60 hours including overtime to be exceeded, even if the applicable laws and regulations allow longer working hours. Overtime must only be undertaken by workers on a voluntary basis and paid accordingly irrespective of whether it is a legally or freely negotiated collective employment contract. In any period of seven days, employees must have at least one day off.

### **2.6 Employment Practices**

Suppliers shall appoint employees only through a legally recognised and fully documented process. The employment relationships may not be exploited in a way that deliberately does not correspond to the purpose of the law and/or serves to undermine the rights of the employees or this Code of Conduct. This refers, for example, to offering training programs that do not develop skills or the excessive use of temporary employment contracts so as to avoid employers' obligations. When dealing with external recruiters, employees must generally be granted the same rights as those employees who are employed directly. Suppliers shall promote the professional development of their employees.

## **3 Environment**

Suppliers shall comply with all applicable environmental laws, regulations and industry standards. When deciding how best to meet different requirements effectively, it is important to select the one that better protects the environment.

### **3.1 Hazardous Materials**

Suppliers shall minimise the use of hazardous materials, chemicals and substances. Whenever these are used, safe handling, storage, transport, recycling and disposal must be ensured. All employees must be fully aware of the safety practices to be followed when dealing with these substances and accordingly regularly trained in respect of these practices.

### **3.2 Resources and Energy Consumption**

Suppliers shall aim to continuously reduce the negative effects on natural resources such as air, soil, water, flora and fauna. Such measures include the continuous reduction in energy requirements, increasing the amount of renewable energy required in production and the maintenance of systems for internal or external recycling of reusable material.

### **3.3 Waste and Emissions**

In order to prevent the pollution of air, water and soil, Suppliers shall endeavour to minimise the disposal of waste, waste water and other emissions. In particular, the suppliers shall aim to reduce greenhouse gas emissions.

### **3.4 Environmentally-friendly Products and Services**

In the course of the development of products and services, Suppliers shall ensure that the consumption of energy and natural resources is minimised over their life-cycle. This might include the use of energy-efficient technologies, the use of sustainable and/or recycled raw materials as well as the optimisation of the products with regard to their re-use, recycling or safe disposal.

## **4 Business Integrity**

Suppliers are obliged to conduct their business in accordance with high ethical standards. All applicable laws and regulations – in particular those regarding corruption, bribery, fraud and illegitimate business practices – must be observed.

### **4.1 Corruption and Bribery**

Suppliers must not be involved either directly or indirectly in any form of corruption, extortion, embezzlement or bribery. Such issues relate to promising, offering, receiving or accepting any improper monetary incentive or other form of incentive. Suppliers shall respect the fact that Seitz's employees are not allowed to award or accept financial or material benefits or other advantages that might influence business decisions or be construed as doing so.

### **4.2 Free Competition and Compliance with Competition Laws**

Suppliers shall abide by the principle of free competition and prevent any form of price agreements, price-fixing, price discrimination or other unfair trade practices. Suppliers shall comply with all applicable competition and antitrust laws.

#### **4.3 Conflicts of Interest**

Suppliers shall inform Seitz immediately of any situation that might represent a conflict of interest to those of Seitz.

#### **4.4 Intellectual Property**

Suppliers shall respect and protect Seitz's intellectual property, including patents, brands, copyrights, design, business secrets, patterns, models and know-how. Suppliers shall also ensure that products and components delivered to Seitz do not violate the intellectual property right of third parties.

#### **4.5 Product Safety**

Suppliers shall also ensure that products or components delivered represent no danger to either people or the environment and meet the agreed or legally prescribed standards regarding product security. Suppliers shall communicate information related to safe use both clearly and in a timely manner.

#### **4.6 Customs, Trade and Taxes**

Suppliers shall comply with all national and international customs, commercial, export and import control regulations. They are obliged to adhere to all tax laws of the countries in which they work. Suppliers shall also ensure that all sales documents relating to their products or components and their origin, the customs tariff number and the necessary preferential declarations are properly stored – provided they are individual orders. In the case of "framework contracts" and access to the declarations, these can be retrieved through the long-term supplier declaration.

#### **4.7 Privacy and Data Protection**

Suppliers shall respect Seitz's operating or corporate secrets as well as other property rights of third parties and treat exchanged documents, offers and prices as "confidential". In addition, Suppliers shall carefully store records with personal or company information that needs to remain "confidential" – as it is not to be disclosed – in accordance with the national/international regulations regarding data protection.

### **5 Implementation of the Code of Conduct**

In order for Suppliers to allow effective implementation to take place, it is recommended to incorporate, inter alia, the establishment of effective communication with their employees and the provision of appropriate training courses.

#### **5.1 Management Systems**

Suppliers shall ensure that appropriate systems and measures to monitor compliance with the Code of Conduct are in place. These systems and measures should be checked regularly and, when necessary, updated to allow for further improvement. Seitz prefers Suppliers to have certified management systems which meet the following ISO standards: ISO 9001 (quality); ISO 14001 (environment); ISO 45001 (occupational health and safety) – or comparable standards.

#### **5.2 Evidence and Verification**

On request, Suppliers shall provide appropriate verifiable evidence of compliance with the Code of Conduct (e.g. certificates or regulations, procedures and records), and in some circumstances will be asked to allow an on-site inspection.

#### **5.3 Subcontractors and Sub-suppliers**

Suppliers shall, with reasonable care, check whether their subcontractors and sub-suppliers comply with this Code of Conduct. In order to do this, they need to have appropriate measures or systems in place to avoid violations of this Code of Conduct in their supply chains.

#### **5.4 Information Obligation**

Should Suppliers receive information that the code of conduct, or parts therein, are not, or no longer, being observed by their subcontractors, sub-suppliers, auxiliary persons or the like, they must inform Seitz immediately in writing and take measures to rectify the matter.

#### **5.5 Consequences for Contractual Partners of Non-Compliance with the Code of Conduct**

Suppliers are fully aware that in the event of a false declaration, Seitz reserves the right to suspend the existing cooperation until the deficiencies have been remedied, or in serious cases to terminate the cooperation with immediate effect. Seitz also reserves the right to take further legal action.

#### **5.6 Supplier's Declaration**

The Supplier hereby declares that (a) they accept this Code of Conduct in its entirety and without changes of any kind and will comply with it during their cooperation with Seitz, (b) Seitz, or an external authority appointed by Seitz, can ask the Supplier at any time to present evidence of compliance with the provisions of this Code of Conduct, and (c) Seitz, or an external body appointed by Seitz, can check the compliance of both the Supplier and their sub-suppliers with the provisions of the Code of Conduct at any time given reasonable advance notice.

Wetzikon, December 2023