



# Supplier Code of Conduct

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Part of  ORASIS INDUSTRIES

# Astotec Automotive Supplier Code of Conduct

**Astotec Automotive considers respect for human rights, environmental protection and business ethics to be core elements of responsible corporate governance. We align our practices with the International Bill of Human Rights, the UN Guiding Principles on Business and Human Rights, and the key conventions of the International Labour Organization (ILO). Our environmental requirements aim to conserve natural resources, prevent environmental harm caused by business activities, remedy any damage that occurs, and compensate for harm that cannot be avoided or repaired.**

This Supplier Code of Conduct (hereinafter also referred to as 'Supplier

CoC') is derived from requirements for human rights, environmental protection and business ethics. The implementation of this Supplier CoC shall ensure that working conditions in supply chains are safe, and that business is conducted responsibly, ethically, and with respect for human rights and the environment. Therefore, Supplier CoC specifies the key expectations we have when working with business partners. The Supplier CoC shall be considered as supply chain initiative. At a minimum, business partners shall also require their next-tier business partners to acknowledge and implement these requirements.

The requirements outlined in the present Supplier CoC apply globally to all business partners, regardless of

their location, company size, or local legal frameworks and is an integral part of individual supply contracts. If an individual provision of the Supplier CoC does not correspond either literally or in spirit to the specific case due to the special business model of the business partner the provision will then not apply. Detailed provisions and specific awarding conditions are possible in further contractual provisions.

Astotec Automotive expects its business partners to comply with all applicable national and international laws and regulations. The Partner has to ensure that they align their business and procurement activities with the requirements regarding human rights, environmental protection and responsible business conduct, as set out in this Supplier CoC. We expect our business partners to take a systematic and holistic approach to environmental protection. This includes integrating responsible business practices into their strategies and management systems, assessing the environmental impact of sourcing, designing, and manufacturing parts, materials, and products, and setting clear targets that are reflected in business decisions. We expect

our business partners to make their own code of conduct public, to strive for continuous improvement in their business processes and annually review their policies and procedures.

Astotec Automotive and business partner commit to working together in a trusting manner to establish, implement and maintain a process for social, environmental and ethical due diligence appropriate to their size and circumstances, to identify, prevent, mitigate, end or, when necessary, remedy potential and actual adverse impacts on human rights and the environment in their own business activities and supply chains. If the business partner is not statutorily required to establish, implement and maintain a due diligence process, the business partner undertakes to actively support Astotec Automotive in effectively complying with its statutory obligations.



Christian Reisenbauer  
Director Group Purchasing

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# 1. LABOR

**Business partners commit to respect the human rights of workers, and to treat them with dignity. Importantly, all work and services are to be provided voluntarily by all employees, including contract workers.**

Any threat of punishment towards employees or persons close to them is prohibited. It is also prohibited to withhold identity documents, wages or

other means of coercion or deprivation of liberty in order to compel individuals to work. The business partner shall appoint a competent body for social sustainability and create a policy on labor and train its employees accordingly. The business partner shall comply with all national and international labor standards and laws that apply to its location of business.

## 1.1. Prohibition of Forced Labor and Slavery

**Forced labor:** Forced labor in any form, including but not limited to bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.

**Freedom of movement:** There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company- provided facilities including, if applicable, workers' dormitories or living quarters.

**Employment agreement:** As part of the hiring process, all workers must be provided with a written employment agreement in their native language, or in a language the worker can understand, that contains a description of terms and conditions of employment. Foreign migrant workers must receive the employment agreement prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

**Related references:** ILO Convention No. 29 | ILO Convention No. 105

**Voluntary work and free to leave:** All work shall be voluntary, they shall have signed employee contracts and shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given, which shall be clearly stated in workers' contracts. Business partners shall maintain documentation on all leaving workers.

**Immigration documents:** Employers, agents, and sub-agents' may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Notwithstanding the foregoing, employers can only hold documentation if necessary to comply with the local law. In this case, at no time shall workers be denied access to their documents.

**No fees for employment:** Workers shall not be required to pay employers' agents or sub-agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

The business partner is expected to take effective measures to prevent forced or compulsory labour and slavery, such as providing a policy or documentation to verify no forced or compulsory labor and human trafficking is occurring. Additionally, business partner shall ensure that its employment practices are at least aligned with the ILO Convention No. 29 on forced or compulsory labour and the ILO Convention No. 105 on

## 1.2. Young Workers

**Child Labor:** Child labor shall not be used in any stage of manufacturing. The term “child” refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest.

**Young Workers:** Workers under the age of 18 shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Business partners must comply with the ban on the worst forms of child labor in line with the ILO Convention 182. Business partners shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students’ rights in accordance with applicable laws and regulations.

**Age verification mechanism:** Business partners shall implement an appropriate mechanism to verify the age of workers.

**Training program:** The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Business partners shall provide appropriate support and training to all student workers.

**Wage of student workers:** In the absence of local law, the wage rate for student workers, interns, and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

**Remediation for child labor:** If child labor is identified, assistance/ remediation shall be provided.

Business partner is expected to provide policy or documentation to verify no child labor (below the age of 15) is occurring, unless this is part of a government authorized job training or apprenticeship program that would be clearly beneficial to the persons participating.

**Related references:** ILO Convention No. 138 | ILO Convention No. 182

## 1.3. Fair Working

**Working hours shall not exceed the maximum set by local law.** Further, a work week shall not be more than 60 hours per week, including overtime. The business partner shall organize working hours like overtime and maximum working hours, rest periods, work schedules, maternity / parental leave, sick leave, leave for family reasons, paid overtime, in such a way that occupational accidents due to physical and mental fatigue are avoided and the health of employees is maintained (ILO 1, ILO 14). This principle also encompasses temporary agency work, the secondment of employees, and outsourced work. All overtime shall be voluntary. Workers shall be allowed to have at least one day off every seven days.

Business Partners must ensure that remuneration is adequate and regularly paid, i.e. at least remuneration shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally

mandated benefits. All workers shall receive equal pay for equal work and qualifications. Workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor shall be within the limits of the local law.

**Related references:** ILO Convention No. 1 | ILO Convention No. 14

## 1.4. Freedom of Association and Collective Bargaining

Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

In alignment with these principles, the business partner acknowledges the right to collective bargaining

without unwarranted discrimination or retaliatory measures. The business partner respects the rights of employees to associate, join a union, appoint a representative and be elected to serve in a union capacity. Unions shall be allowed to operate freely and in accordance with the law of the place of employment. This includes the right to strike and the right to collective bargaining. Where the right of freedom of association and collective bargaining is restricted by applicable laws and regulations, workers shall be allowed to elect and join alternate lawful forms of worker representations.

**Related references:** ILO Convention No. 87 | ILO Convention No. 98

## 1.5. Non-Discrimination and Equal Opportunities

Business Partners shall commit to a workplace free of harassment and unlawful discrimination. There shall be no harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers, nor is there to be the threat of any such treatment. The business partner must ensure equal opportunities in employment.

Companies shall not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity or expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training.

Workers shall be provided with reasonable accommodation for religious practices and disability. In addition, workers or potential workers should not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way.

Business partners shall ensure that its employment practices are at least aligned with ILO Convention No. 100 on equal remuneration for male and female workers for work of equal value, ILO Convention No. 111 on discrimination in respect of employment and occupation, and ILO Convention No. 190 on the elimination of violence and harassment in the workplace. We expect our business partners to implement clearly defined and internally well communicated disciplinary policies and procedures in support of these requirements.

**Related references:** ILO Convention No. 100 | ILO Convention No. 111 | ILO Convention No. 190

## 1.6. Public and Private Security Personnel

Insofar as the business partner employs its own security forces to protect its operations or engages private security service providers, the business partner must ensure that they respect human

rights. The business partner is not to hire any private security service providers or to use public security.

## 1.7. Local Communities and Indigenous People

The business partner is to ensure respect for the rights of local communities that may be affected by its operations and to take into account the local impacts of its business activities. At the very least, the business partner is to comply with the locally applicable laws when there is any impact on or use of land, forests and water.

Furthermore, the business partner is to respect the rights of indigenous peoples as set down in ILO Convention No. 169 on indigenous and tribal peoples in

independent countries. Furthermore, any relocating of indigenous peoples, use of resources on indigenous peoples' lands, or disposal of waste on such lands may only take place with the free, prior and informed consent of the indigenous peoples concerned.

## 2. HEALTH & SAFETY

Business partners must adhere to and implement all applicable legal requirements and comply with international standards regarding a safe and healthy working environment. The protection and promotion of the health of its workers is a top priority. The business partner shall appoint a competent body for social sustainability and create a policy on health and safety and train its employees accordingly. Furthermore, business partners recognize that in addition to minimizing the incidence of work-related injuries

and illnesses, a safe and healthy working environment enhances the quality of products and services, consistency of production and worker retention and morale. Business partners also recognize that ongoing worker input and education are essential to identifying and solving health and safety issues in the workplace. Business partners are expected to introduce and operate an effective, certified occupational safety management system according to ISO 45001 and provide corresponding certificate.

### 2.1. Occupational Health and Safety

Business partners shall provide workers with safe and healthy working environments, which shall be maintained through ongoing, systematic monitoring of workers' health and working environments.

Business partners shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Health information and training shall include content on specific risks to relevant demographics, such as gender and age, if applicable. Training shall be provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

Business partners shall provide occupational health monitoring to routinely evaluate if workers' health is being harmed from occupational exposures. Protective occupational health programs shall be ongoing and include educational materials about the risks associated with exposure to workplace hazards.

Worker potential for exposure to health and safety hazards (chemical, biological and physical agents) shall be identified, assessed and mitigated using the hierarchy of controls. Where hazards cannot be adequately controlled by these means, workers shall be provided with appropriate, well-maintained, personal protective equipment free of charge, and educational materials about risks to them associated with these hazards. To ensure occupational health and safety, hazardous substances and chemicals must be labeled, and their safe handling, movement, storage, and reuse must be ensured.

Gender-responsive measures shall be taken, such as not having pregnant women and nursing mothers in working conditions, which could be hazardous to them or their child and to provide reasonable accommodations for nursing mothers.

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks shall be identified, evaluated, and controlled.

To guarantee machine safeguarding, production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks, and barriers shall be provided and properly maintained where machinery presents an injury hazard to workers.

## 2.2. Occupational Injury and Illness

Procedures and systems shall be in place to prevent, manage, track and report occupational injuries and illnesses, including provisions to encourage worker reporting, classify and record injury and illness cases, provide necessary medical treatment, investigate cases and implement corrective actions to eliminate their

causes, and facilitate the return of workers to work.

Business partners shall allow workers to remove themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.

## 2.3. Emergency Preparedness

Potential emergency situations and events shall be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training, and drills. Emergency drills shall be executed at least annually or as required by local law, whichever is

more stringent. Emergency plans shall also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders, and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment, and property.

## 2.4. Sanitation, Food and Housing

Workers shall be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the business partner or a labor agent shall be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and

showering, adequate lighting, and adequate conditioned ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

## 3. ENVIRONMENT

**Across all business functions, our business partners acknowledge that environmental responsibility is integral to producing world-class products.**

We expect our business partners to refrain from harmful changes to the soil, water and air pollution, harmful noise emissions, and excess water consumption. Such actions must not significantly compromise the natural foundations necessary for food production, limit the availability of clean water or sanitation infrastructure, or create environmental conditions that could lead to health risks.

Therefore, business partners are expected to identify the environmental impacts and minimize adverse effects on the community, environment, and natural resources, while safeguarding the health and safety of the public.

The business partner shall appoint a competent body for environmental sustainability and create a policy on

environment and train its employees accordingly. The business partner shall comply with all national and international environmental standards and laws that apply to its location of business. All required environmental permits (e.g. discharge monitoring), approvals, and registrations shall be obtained, maintained, and kept current and their operational and reporting requirements shall be followed.

Business partners are expected to introduce and operate an environmental management system according to ISO 14001 or the Eco-Management and Audit Scheme (EMAS) and provide corresponding certificate. Environmental performance is considered a key business partner performance metric. Therefore, ISO14001 certification status will affect future sourcing decisions. New business may not be awarded to business partners without certification.

## 3.1. Energy Consumption and Greenhouse Gas Emissions

Astotec Automotive is committed to the Paris Agreement and supports the transition to a climate-neutral and sustainability-oriented economy. Business Partners shall actively support and align with Astotec Automotive's commitment to achieve net zero greenhouse gas emissions by 2040.

### Decarbonization

Business partners shall develop, communicate and report against appropriate company goals for its Scope 1, 2 and Scope 3 emissions in accordance with Greenhouse Gas Protocol. Energy consumption and all Scopes 1, 2, and significant categories of Scope 3 greenhouse gas emissions shall be tracked, documented, and publicly reported.

Business partners are expected to continuously improve energy efficiency and apply climate neutral energy as source in their own operations and upstream supply chain, and drive towards 100% share of climate neutral energy, throughout the supply chain.

### Electricity

To avoid disadvantages in future sourcing awards, 100% of green electricity in business partner manufacturing plants should be met by 2027 latest. Green electricity is defined as electricity from 100% renewable energy sources such as wind, water, solar energy, geothermal energy, biofuels or green hydrogen. Electricity from nuclear power is not considered green electricity. The generation and consumption of green electricity as well as the cancellation of the created or purchased green electricity certificates shall take place, as long as regulatory possible, within the same market boundaries.

We expect our business partners to prioritize the use of renewable energy in their operations, following a clear hierarchy of preferred sourcing methods. The highest priority is given to on-site renewable energy generation, such as solar, wind, or biogas installations. Where on-site generation is not feasible, business partners should

pursue Power Purchase Agreements (PPAs) with renewable energy providers to secure long-term access to green electricity. If PPAs are unavailable, business partners may utilize Green Electricity Tariffs offered by local utilities, ensuring the energy is backed by credible Energy Attribute Certificates (EACs) or Guarantees of Origin (GOOs). In regions where these options are not accessible, business partners may rely on International Renewable Energy Certificates (I-RECs) to demonstrate their commitment to sustainable energy sources. All energy procurement should be transparently documented and aligned with recognized standards (e.g. Greenhouse Gas Protocol, RE100 Technical Standards, I-REC Standard) to support emissions reduction, climate goals in line with recognized frameworks such as the Science Based Targets initiative (SBTi), accordance with, and the objectives of the Paris Agreement.

### Carbon-reduced materials

As part of our commitment to environmental stewardship, we expect our business partners to utilize green materials. We expect our business partner to provide the carbon footprint of materials and conduct product carbon footprints (PCF) where applicable and continuously seek to reduce the carbon footprint of materials and processes. Business partner shall prioritize the use of recycled, bio-based, and low-impact materials in products and packaging. Materials should be designed for recyclability or reuse at end-of-life. We encourage business partners to set ambitious sustainability goals, including targets that apply to supply chain, disclose their progress, and collaborate with us in driving innovation toward a low-carbon, resource-efficient future.

## 3.2. Circularity

We expect our business partners to continuously reduce material input, use recycled/renewable materials, contribute to closed material and product cycles and promote circularity within their value chain wherever technically and economically feasible. Business partners are required to accurately document the share of recycled content (secondary materials) in all relevant components and materials submitted via the International Material Data System (IMDS).

To strengthen circular economy, we expect our business partners to qualify their own n-tier supply chains about the provision of secured secondary raw material sources, and to evaluate that secondary raw materials are used to the greatest extent possible. This also includes, for example, considering development premises

such as 'Design for Circularity' and 'Design for Disassembly', as well as establishing closed loops for returning recyclable materials into the business partner's own supply chain. Material sustainability, the use of cost-effective materials delivering the required performance with a lower environmental impact across the lifetime of our products, ease of recycling and use of secondary content, are some of the criteria incorporated into the selection and use of materials. Where feasible and economically practicable, Astotec Automotive will consider and promote the use of materials that are both recyclable at end of life and contain recycled material that reduces the overall environmental impact over the life of our vehicles. Business partners must identify recycled material solutions for components whenever possible to improve circularity.

## 3.3. Materials Restrictions and Substances of Concern Reporting

Business partners shall adhere to all applicable laws, regulations, and customer requirements regarding the prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal, such as Minamata Convention on Mercury, the Stockholm Convention on Persistent Organic Pollutants and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal.

For all Astotec Automotive parts business partners are required to submit International Material Data System (IMDS) data. Business partners are required to update their IMDS data if there is a change in Global Automotive Declarable Substance List (GADSL) content for parts that they still supply

to Astotec Automotive. If a sub-tier business partner has provided updated information on the composition, then this updated information must be communicated to Astotec Automotive in the IMDS.

## 3.4. Pollution Prevention and Resource Conservation

Emissions and discharges of pollutants and generation of waste shall be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance, and facility processes; or by other means.

The use of natural resources, including water, fossil fuels, minerals, and virgin forest products, shall be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling, or other means.

## 3.5. Air Emissions

Any emissions resulting in deterioration of air quality shall be reduced to a minimum. Business partner is required to continuously monitor environmental impacts. Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations shall be characterized,

routinely monitored, controlled, and treated as required prior to discharge. Ozone- depleting substances shall be effectively managed in accordance with the Montreal Protocol and applicable regulations. Business partners shall conduct routine monitoring of the performance of its air emission control systems.

## 3.6. Water Management

**Business partners shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination.**

All waste water shall be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Business partners shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

## 3.7. Biodiversity, Land use and Deforestation

**Business partners shall halt deforestation and the conversion of natural ecosystems at own location and in the supply chain.**

We expect our business partners to protect natural ecosystems, especially key biodiversity areas impacted by

their operations, and not to contribute to the changing, deforestation, or damage of natural woodland and other natural ecosystems. Where appropriate, business partners should monitor and control their impact on soil, quality to prevent soil erosion, nutrient degradation, subsidence and

## 3.8. Hazardous Substances and Waste Management

Chemicals, waste, and other materials posing a hazard to humans or the environment shall be identified, labeled, and managed to ensure their safe handling, movement, storage, use, recycling or reuse, and disposal. Hazardous waste data shall be tracked and documented.

Business partners shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous). Waste data shall be tracked and documented.

# 4. ETHICS

We expect our business partners to uphold the highest standards of ethical conduct in all business activities. Furthermore, business partners must establish and maintain a dedicated function or responsible person for compliance and business ethics. This function should oversee the implementation of ethical practices, ensure adherence to applicable laws and regulations, and promote integrity throughout the organization.

Additionally, business partners are required to implement a Code of Conduct or a business ethics policy that clearly defines expectations regarding

ethical behavior, anti-corruption, fair business practices, and responsible sourcing. This policy should be communicated effectively within the organization and be accessible to all employees and relevant stakeholders. We encourage our business partners to foster a culture of transparency, accountability, and continuous improvement in ethical performance.

## 4.1. Anticorruption, money laundering and bribery

The highest standards of integrity shall be upheld in all business interactions. Business partners shall have a zero-tolerance policy to prohibit any and all forms of bribery, corruption, extortion, embezzlement and money laundering.

### **This includes:**

- Prohibiting any form of bribery, whether direct or indirect, including facilitation payments.
- Ensuring that no gifts, hospitality, or other benefits are offered or accepted with the intent to improperly influence business decisions or gain an unfair advantage.
- Implementing effective monitoring, recordkeeping, and enforcement mechanisms to ensure compliance with anti-corruption laws.
- Taking adequate measures to prevent money laundering and ensuring compliance with relevant national and international regulations.

Bribes or other means of obtaining undue or improper advantage shall not be promised, offered, authorized,

given, or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Monitoring, record keeping, and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws. Any action that creates the impression of undue influence or manipulation is strictly prohibited.

Business partners must avoid situations that could lead to a conflict of interest. Any potential conflict involving the business partner's relationship with our company must be disclosed proactively. We expect business partners to work with us to mitigate any risks and maintain the integrity of the business relationship.

Particular attention must be paid to interactions with public officials and authorities. Business partners must ensure that their employees act lawfully and with integrity in all such dealings. Business partners must implement internal controls and procedures to ensure compliance with applicable laws and ethical standards.

## 4.2. Fair Business, Advertising and Competition

**Business partners must conduct business in a fair and lawful manner, in accordance with all applicable antitrust and competition laws.**

We expect our business partners to refrain from any activity that may hinder, restrict, or distort free and fair competition.

Business partners must also ensure that advertising and marketing practices are truthful, transparent, and not misleading, and that all business activities are conducted with integrity and in compliance with applicable laws.

## 4.3. Disclosure of Information

All business dealings shall be transparently performed and accurately reflected on the Participant's business books and records. Information regarding participant's labor, health and safety, environmental practices, business activities, structure, financial

situation, and performance shall be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

## 4.4. Data Protection, Data Security, and Cybersecurity

In an increasingly digital and interconnected world, protecting sensitive data and ensuring robust information and cybersecurity are essential foundations for trustworthy and sustainable business relationships. This chapter outlines the expectations placed on business partners regarding the handling of personal data, safeguarding of information, and compliance with internationally recognized security standards and legal requirements such as the EU General Data Protection Regulation (GDPR) and the NIS-2 Directive. The overarching goal is to ensure a high level of security and transparency throughout the entire supply chain.

We expect our business partners to have up-to-date and effective security policies and procedures in place that comply with all relevant laws and regulations related to IT security, including data privacy laws, cybersecurity regulations.

Business partners must ensure effective patch and update management for all systems and software, as well as documentation and traceability of all security-related measures.

Regular employee training on cybersecurity awareness and safe digital practices is essential.

Business partners must also have an incident response plan in place to address security breaches and a business continuity and disaster recovery plan to ensure IT systems and data can be recovered in the event of a disruptive event.

### **Data Protection and Responsible Data Handling:**

We expect our business partners to comply with all applicable data protection laws, particularly the EU General Data Protection Regulation (GDPR), when processing personal data of EU citizens. Such data must be processed lawfully, transparently, and for clearly defined purposes. Regardless of their geographic location, business partners must implement appropriate technical and organizational measures to protect personal data.

### **Information Security and Industry Standards:**

Business partners must operate an Information Security Management System (ISMS) based on internationally recognized standards such as ISO/IEC 27001 or the automotive-specific TISAX® framework. Measures must be in place to ensure the confidentiality, integrity, and availability of information - especially when handling intellectual property, development data, and business-sensitive information. We expect our business partners to operate a mature Information Security Management System according to ISO27001, TISAX, or another certifiable standard of comparable rigor.

### **Cybersecurity and NIS-2 Compliance or similar applicable national legal requirements:**

Business partners working with critical infrastructure or essential entities must meet the requirements of the EU NIS-2

Directive, even if they are located outside the EU.

### **This includes comprehensive risk management to:**

- identify, assess, and mitigate cybersecurity risks
- securing the supply chain through robust practices in software development, update processes, and vulnerability management
- contractual commitments to meet cybersecurity standards and provide evidence such as certifications or audit reports
- establishing procedures for detecting, reporting, and managing security incidents.

## 4.5. Responsible Sourcing of Materials

**Business partners and sub-tier business partners shall adopt a policy and must exercise due diligence in responsible sourcing of raw materials. This includes compliance with applicable laws and industry standards regarding conflict minerals.**

Business partner assures, in line with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, not to commit, participate in or contribute to serious human rights abuses such as torture, cruel, inhuman and degrading treatment, including corporal punishment, sexual violence, war crimes, crimes against humanity or genocide, and to avoid activities that could contribute to the financing of conflict, nor to participate in or contribute to such acts, and to avoid activities that could contribute to the financing of conflicts.

Business partners who source tin, tantalum, tungsten and gold (3TG), cobalt, mica, aluminum, nickel, chromium, lithium, platinum group metals, graphite, manganese, rare earth, steel / iron, copper, natural rubber or zinc or who use such raw

materials in their products, are to ensure that, at the start of production, these raw materials are only procured from refineries, smelters or processors that meet the requirements of the Responsible Minerals Assurance Process (RMAP) of the Responsible Minerals Initiative (RMI) (status 'Active' or 'Conformant') or an equivalent validation program that is in line with the above-mentioned OECD Due Diligence Guidance. Proof of equivalence is to be provided by the business partner. As proof of conformity, such business partners are to provide annually, upon request and within a reasonable period of time, a company level Conflict Minerals Reporting Template (CMRT), an Extended Minerals Reporting Template (EMRT) or an AMRT (Additional Minerals Reporting Template). Where necessary, a product-level report must also be provided. All reports must be submitted using the latest official template version provided by RMI. If the business partner does not comply with the requirements, Astotec Automotive reserves the right to demand the long-term removal of non-compliant and inactive refiners, smelters or processors from the Partner's supply chain designated for Astotec Automotive.

## 4.6. Sanctions and Export Controls

**Business partners are expected to ensure compliance with all applicable foreign trade and payments law provisions, especially those relating to export controls, sanctions and embargoes.**

This requires the business partner to take all necessary measures to avoid the risk of violating applicable foreign trade law. Hence, business partners exclude any dealings with territories as well as organizations, entities or individuals, including but not limited to sourcing materials, products, software, technology and/or

services that are subject to extensive levels of international sanctions. In the event that an incident occurs despite precautions promptly advise Astotec Automotive in parallel with ceasing further engagement with such restricted parties.

If a supplier or service provider relationship exists or will exist with Astotec Automotive, the business partner undertakes to provide information relevant to export controls, including details of the classification under export control law.

## 4.7. Intellectual Property

**Business partners must always respect and protect intellectual property rights. Business partners must ensure that sensitive business, technical and financial information, know-how and trade secrets are appropriately protected with regards to confidentiality, availability and integrity and not disseminated without the appropriate authorization or in accordance with applicable legal requirements.**

This includes copyrights, patents, trademarks, design rights, trade secrets, and other proprietary information belonging to our company or third parties.

The transfer of technology and know-how must be conducted in a manner that safeguards intellectual property and ensures confidentiality. Business partners are required to implement appropriate measures to protect sensitive customer and business partner information from unauthorized access, use, or disclosure.

By respecting intellectual property rights, business partners contribute to a fair, innovative, and legally compliant business environment.

## 4.8. Privacy, Protection of Identity and Non-Retaliation

Business partners shall commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including business partners, customers, and employees. Business partners shall comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

In regards of whistleblowing incident, which refers in this case to any person who makes a disclosure about improper conduct by an employee

or company, business partners have to ensure confidentiality, anonymity, and protection of business partner and employee whistleblowers shall be maintained, unless prohibited by law. Business partners shall have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

We expect our business partners to report any potential criminal offenses or legal or ethical violations that might have an impact on Astotec Automotive. Reports can be submitted anonymously using Astotec Automotive Trustline.

# 5. General Requirements

## 5.1. Audits

**Astotec Automotive** is entitled to audit the business partner for compliance with the requirements and obligations set out in this document. Astotec Automotive may conduct the audit in person, remotely, or through a representative or third-party service provider. Alternatively, business partners may be requested to perform a self-assessment audit and provide the results upon request.

**The business partner is to grant the Astotec Automotive** and its representatives, after prior agreement, unrestricted and unimpeded access to all information required for the audit, regardless of the location and the means of information storage. This includes the right of Astotec Automotive and its affiliates to visit and inspect the business partner's premises and assets,

to question the business partner's management and staff, and to access the business partner's systems, books and records relating to the subject matter of the audit. Astotec Automotive and its representatives may record their findings using images, video and audio recordings and notes, and by making copies. When conducting an audit, the legitimate interests of the business partner, its trade secrets and confidentiality obligations will be considered.

## 5.2. Due Diligence Process

**To ensure responsible business practices, we expect our business partners to conduct due diligence on their direct business partners and subcontractors in accordance with the OECD Due Diligence Guidance for Responsible Business Conduct.** We consider the due diligence process a key element to promote transparency and traceability and to foster implementation on social, environmental and ethical standards further along the supply chain.

The due diligence process should identify, assess, and address risks within the supply chain and is a key component of our shared commitment to ethical and sustainable operations. Business partners must be able to provide, upon request, information about their due diligence process, including relevant policies, procedures, and results of risk assessments.

As a guiding principle, the due diligence process should specifically cover the following areas:

- **Human Rights:** Protection of the fundamental rights of all workers throughout the supply chain.
- **Working Conditions:** Prevention of forced labor, child labor, discrimination, and ensuring safe and fair working environments.
- **Environmental Protection:** Minimization of negative environmental impacts, responsible use of resources, and compliance with environmental regulations.
- **Conflict Minerals:** Ensuring that materials do not originate from conflict-affected regions or contribute to the financing of armed groups.
- **Anti-Corruption:** Measures to prevent bribery, extortion, and other forms of unethical behavior.
- **Supply Chain Security:** Protection against illegal activities such as smuggling or product counterfeiting.

If violations of the standards outlined in this Code of Conduct are identified, whether through internal reviews, external audits, or stakeholder reports, we expect our business partners to take prompt and appropriate remediation actions.

Business partners are required to address identified issues, analyze root causes, and implement preventive measures to avoid future violations. Depending on the nature and severity of the issue, remediation may include:

- Development and implementation of a corrective action plan with clear timelines and responsibilities.
- Transparent communication of the actions taken to relevant stakeholders.
- Training and awareness programs for affected employees.
- Collaboration with independent parties to verify the effectiveness of the measures.

We reserve the right to monitor the implementation of remediation measures and to take appropriate action in cases of insufficient cooperation or repeated violations, up to and including termination of the business relationship.

## 5.3. Breach of Contract

**If the business partner fails to comply with the requirements or obligations, Astotec Automotive has especially, but not only:**

- The right to suspend the business relationship and/or payments to the business partner until the business partner has taken appropriate remedial action.
- The right of retention of the contractual goods or services of the business partner.
- The right to compensation for all damages caused by this breach and to fully indemnification and hold harmless from all third-party claims, as well as all fines, penalties, sanctions, and expenses imposed on Astotec Automotive as result of or in connection with this breach.

**The right to terminate the contract or the business relationship with immediate effect in writing for good cause if the business partner violates essential provisions of this Supplier CoC. Good cause shall include, in particular but not only:**

- Serious or repeated violations of the standards set out in the Code of Conduct
- Refusal to cooperate in reviews or audits
- Intentional misrepresentation regarding compliance with the Code of Conduct
- Violations of mandatory legal requirements (e.g. occupational health and safety, environmental law)

Before giving notice of termination for good cause, Astotec Automotive gives the business partner a reasonable period of at least 14 days to remedy the situation, except in cases of particularly serious breaches. Termination shall only be permissible if the business partner fails to remedy the breach or take appropriate measures to remedy it within this period. Further statutory and/or contractual rights are expressly reserved by Astotec Automotive.relationship without notice for good.

## 5.4. Whistleblowing Channel

Astotec Automotive expects its business partners to report any potential criminal offenses or legal or ethical violations that might have an impact on Astotec Automotive. Reports can be submitted anonymously using Astotec Automotive Whistleblowing channel on the website: [Whistle Report](#).

Astotec Automotive business partners must also have appropriate systems and controls in place to ensure that unethical and illegal business practices

can be reported within their own company. Astotec Automotive does not tolerate retaliation against persons who submit reports of potential violations in good faith and expects the same of its business partners.

# LETTER OF ACCEPTANCE

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**Place, date**

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Signatory **legal entity name** and legal form

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Signatory **legal entity registered** office full address

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Business Partner signatory **person name(s) & function(s)** in block letters

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Business Partner Signature(s)

&

Company Stamp (if existing)

## 6. REFERENCES

**This Supplier Code of Conduct has been developed in alignment with internationally recognized standards including:**

- RBA Code of Conduct
- International Bill of Human Rights comprised of: Universal Declaration of Human Rights, UN International Covenant on Civil and Political Rights, UN International Covenant on Economic, Social and Cultural Rights
- UN Guiding Principles on Business and Human Rights
- UN Global Compact
- OECD Guidelines for Multinational Enterprises
- OECD Guidelines for Responsible Business Conduct
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas
- Fundamental Conventions of the International Labour Organisation (ILO):
- ILO Convention No. 138 on Minimum Age
- ILO Convention No. 182 on the Worst Forms of Child Labour
- ILO Convention No. 29 on Forced or Compulsory Labour
- ILO Convention No. 105 on the Abolition of Forced Labour
- ILO Convention No. 111 on Discrimination (Employment and Occupation)
- ILO Convention No. 100 on Equal Remuneration
- ILO Convention No. 98 on Right to Organise and Collective Bargaining
- ILO Convention No. 87 on Freedom of Association and the Right to Organise

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- ILO Convention No. 100 on Equal Remuneration
- ILO Convention No. 98 on Right to Organise and Collective Bargaining
- ILO Convention No. 87 on Freedom of Association and the Right to Organise
- Other relevant ILO Conventions:
- ILO Convention No. 155 on Occupational Safety and Health
- ILO Convention No. 183 on Maternity Protection
- ILO Convention No. 169 on Indigenous and Tribal Peoples
- ILO Convention No. 131 on the Determination of Wages
- ISO 45001 Standard for Occupational Health and Safety
- United Nations Declaration on the Right of Indigenous Peoples
- Paris Climate Agreement
- ISO 14001 Standard for Environmental Management
- Minamata Convention
- Stockholm Convention (POPs)
- Basel Convention
- ILO Indigenous and Tribal Peoples Convention No. 169 (1989),
- United Nations Declaration on the Rights of Indigenous Peoples (Resolution 61/295),
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (2016),
- Regulation (EU) 2017/821 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk area (2017),
- (EG) 1907/2006 (REACH-Verordnung)
- 2000/53/EU (ELV)



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