

Code of Conduct for Suppliers and Contractual Partners of the Klasmann-Deilmann Group

1. Introduction

The Klasmann-Deilmann Group, which comprises Klasmann-Deilmann GmbH and all its subsidiaries (hereinafter referred to as "KD"), is committed to ecologically, socially and ethically responsible corporate governance and expects the same behavior from its suppliers and contractual partners (both hereinafter referred to as "contractual partners").

This Code of Conduct is intended to provide all KD contractual partners worldwide with guidance on the standards of ecologically, socially and ethically led behavior that KD follows and requires.

We expect our business partners to comply with this Code of Conduct insofar as the regulations apply to them. Each business partner was expressly informed of the Code when entering into the business relationship with KD. The business partner thereby undertakes to observe the following provisions and the laws and regulations applicable in the respective country of its contractual relations with KD. Furthermore, we expect our business partners to ensure compliance by their subcontractors and throughout their entire supply chain. The Code of Conduct can be viewed publicly at any time at [XX.com](#). In the event of violations, Section 5 of the Code applies.

2. Code of Conduct

The basis for the conduct guidelines set out here are the legal provisions applicable in Germany, above all the Supply Chain Due Diligence Act (hereinafter "LKSG") and overarching provisions such as the United Nations Universal Declaration of Human Rights, the conventions of the International Labour Organisation (ILO), the United Nations Guiding Principles on Business and Human Rights, and the United Nations Global Compact.

2.1 Social responsibility

The business partner undertakes to comply with the following requirements in order to prevent human rights-related risks:

2.1.1 Exclusion of child labor

Child labor must not be used at any point in the supply chain, including in production processes. Contractual partners must comply with the minimum standards of the International Labour Organisation (ILO) conventions on the minimum age for admission to employment and the prohibition of child labor, and must take all necessary measures to prevent the employment of persons below the legal minimum age. The minimum age for admission to employment must not be below the age at which compulsory schooling ends, and the minimum age for employment must not be below 15 years. National standards for the protection of children and young people in employment must be complied with (subject to the exceptions in the relevant ILO conventions). Children and young people under the age of 18 may not be recruited, placed or offered for recruitment for unauthorized activities. They may not be engaged in or exposed to any activity that is harmful to their health, safety or morals, either by its nature or by the circumstances in which it is carried out.

2.1.2 Exclusion of forced labor and coercion

No forced labor, slave labor or similar labor may be used. All work must be voluntary and carried out without threat of punishment. Employees must be able to terminate their work or employment relationship at any time. Furthermore, there must be no unacceptable

treatment of workers, such as psychological hardship, sexual and personal harassment and humiliation.

The commissioning or use of security forces must be refrained from if persons are treated in an inhumane or degrading manner or injured during their deployment, or if freedom of association is impaired.

2.1.3 Occupational health and safety measures

The business partner undertakes to comply with the occupational health and safety obligations applicable under the law of the place of employment. In particular, it undertakes to:

- a) ensuring adequate safety standards in the provision and maintenance of the workplace, the workstation and the work equipment;
- b) to take appropriate protective measures to prevent exposure to chemical, physical or biological substances;
- c) implementing measures to prevent excessive physical and mental fatigue, in particular through inappropriate work organization with regard to working hours and rest breaks;
- d) ensure adequate and regular training and instruction for employees.

2.1.4 Freedom of association

The business partner recognizes and respects the right to freedom of association, whereby employees are free to form or join trade unions or works councils. The contracting party may not use the establishment of, or membership in, a trade union as a reason for unjustified discrimination or retaliatory measures. In addition, the right of trade unions to operate freely and in accordance with the law of the place of employment must be observed. This includes the right to strike and the right to collective bargaining.

2.1.5 Prohibition of discrimination

The business partner must ensure that there is no discrimination or unequal treatment of employees in any form, unless this is justified by the requirements of the job. The personal dignity, privacy and personal rights of each individual must be respected.

2.1.6 Remuneration

The granting and payment of appropriate wages to employees must be guaranteed. The appropriate wage is at least the minimum wage specified by the applicable law.

2.1.7 Preservation of natural resources

Measures that cause harmful environmental impacts must be prevented in the course of and in connection with business activities. This applies in particular if this significantly impairs the natural resources for the preservation and production of food, denies a person access to safe drinking water, hinders or destroys a person's access to sanitary facilities, or damages a person's health.

2.1.8 Forced eviction

In the course of and in connection with the conduct of business activities, there shall be no unlawful eviction or unlawful deprivation of land, forests and water bodies in the acquisition, development or other use of land, forests and water bodies whose use secures a person's livelihood.

2.2 Ecological responsibility

In our industry, we bear a special responsibility for the protection of natural resources and the preservation of biological diversity. The actions of the business partner are guided by the principles of sustainable, ecologically responsible production. The contractual partner undertakes to take measures to address and counteract environmental risks in and in connection with its business activities. An environmental risk is defined as any situation in which, based on actual circumstances, there is a sufficient probability of a violation of a law

applicable to the contractual partner. In particular, the contractual partner must observe the following provisions:

2.2.1 Handling mercury

In order to prevent environmental risks, the business partner shall comply with the provisions of the Minamata Convention, which prohibits the manufacture of products containing mercury, the use of mercury and mercury compounds in manufacturing processes, and the treatment of mercury waste. The prohibitions laid down in the Stockholm Convention on Persistent Organic Pollutants (POPs Convention) shall apply to the production and use of chemicals.

2.2.2 Waste management

In addition, the business partner shall pursue a systematic approach to identifying, handling, reducing and responsibly disposing of or recycling waste. The prohibitions on the export of hazardous waste in the Basel Convention of 22 March 1989, as amended, shall be observed.

2.2.3 Handling of chemicals

Chemicals or other materials that pose a hazard when released into the environment must be identified and handled in such a way that the safety of employees is ensured when handling, transporting, storing, using, recycling or reusing these substances and when disposing of them.

2.2.4 Sustainability

The business partner shall apply the applicable legal requirements and recognised standards for the protection of the environment and climate. It shall work to continuously reduce the negative impact of its business activities on the environment and climate.

2.2.5 Product safety and quality

The business partner shall comply with legal, regulatory and contractual requirements relating to product safety and quality in all countries in which it operates.

2.3 Ethical and compliant business conduct

The business partner undertakes to take measures to ensure ethically sound conduct in and in connection with its business activities, both for itself and its subcontractors. In doing so, it shall observe the following requirements in particular:

2.3.1 Fair competition and compliance with foreign trade regulations

The standards of fair business practices, fair advertising and fair competition must be observed. In addition, the applicable antitrust laws must be applied, which prohibit agreements and other activities that influence prices or conditions when dealing with competitors.

The contractual partner shall ensure compliance with foreign trade laws. It shall take appropriate measures to ensure that transactions with third parties do not violate applicable laws on economic embargoes or trade regulations or import and export controls.

2.3.2 Confidentiality / Data protection

The business partner undertakes to protect personal and confidential information in the course of its business activities. When collecting, storing, processing, transmitting and passing on personal information, the contractual partner must comply with data protection and information security laws, official regulations and any further contractual provisions.

2.3.3 Intellectual property

KD's intellectual property rights must be respected; technology and know-how transfers must be carried out in such a way that KD's intellectual property rights and know-how are protected.

2.3.4 Anti-corruption and anti-money laundering

All business activities must be based on the highest standards of integrity. The contractual partner must pursue a zero-tolerance policy towards all forms of bribery, corruption, extortion and embezzlement. Procedures for monitoring and enforcing standards must be applied to ensure compliance with anti-corruption laws.

The business partner shall ensure compliance with the applicable national and international anti-money laundering regulations. It shall take appropriate measures to ensure that transactions with third parties do not violate international regulations on combating terrorist financing.

3. Complaint mechanisms

The business partner shall ensure that an appropriate internal complaints procedure is established and implemented. The complaints procedure must be accessible to employees of the contractual partner, while maintaining confidentiality and providing effective protection against discrimination. The complaints procedure should enable individuals to report social, environmental and ethical risks as well as violations of social, environmental or ethical obligations that have arisen as a result of economic activity in their own business area or that of a direct supplier.

4. Implementation of requirements

We expect our business partners to identify risks within their supply chains and to take appropriate measures. The contractual partner shall inform KD promptly of the rectification of all identified violations and risks and of the preventive measures taken.

In order to ensure and demonstrate compliance with this Code of Conduct, the business partner shall retain all relevant documentation and provide evidence upon request. Compliance with the standards and regulations set out in this document may be checked by KD or an authorized third party through audits at the contractual partner's premises if there is a specific reason to do so. The contractual partner may object to individual audit measures if these would violate mandatory data protection regulations.

5. Dealing with violations

If a violation of the provisions of this Code of Conduct is detected, KD shall notify the contractual partner in writing and set a reasonable deadline for the contractual partner to bring its conduct into line with the provisions of the Code of Conduct (). If the deadline expires without result, KD may terminate the business relationship with the contractual partner and terminate all contracts. Any legal right to extraordinary termination without setting a deadline, in particular in the case of violations that are considered very serious, remains unaffected, as does KD's right to compensation.


Klasmann-Deilmann GmbH