

# CODE OF CONDUCT for suppliers

Dear suppliers,

As a leading manufacturer of kitchen ventilation ceiling systems and air flow systems and a responsible, strong employer and business partner, we – Südluft Systemtechnik GmbH (hereinafter: ‘Südluft’ for short) – realise innovative and resource-saving products and services for our customers.

Our long-term success is underpinned by our tradition as an innovative and reliable business. Our commercial success is based on the values of our company mission statement, which is supplemented by our internal code of conduct. We are guided by these values in our day-to-day corporate activities. As a business, we view sustainability, integrity-based conduct, fairness and adherence to laws to be of utmost importance.

In keeping with this, we also expect that our suppliers and their subcontractors conduct themselves ethically and with integrity; they shall also adhere to all applicable laws and regulations.

Specifically, our suppliers and their associated businesses shall observe the following principles and oblige their subcontractors accordingly:

## ADHERENCE TO LAWS

Our suppliers are duty bound to adhere to all applicable national and international laws and to conduct themselves with impeccable ethics.

## INTEGRITY IN COMMERCIAL TRANSACTIONS

Our suppliers are duty bound to prohibit and cease and desist from any type of corruption, blackmail, breach of trust and embezzlement, and to not tolerate such. In particular, suppliers must not offer or accept bribes or other illegal payments – particularly to/from office holders – or grant or accept invitations, gifts, benefits or considerations outside of the statutorily permissible framework directly or indirectly.

Moreover, suppliers must not offer or grant gifts or other considerations to the personal benefit of our employees or persons close to them, such as their relatives and friends.

## FAIR COMPETITION

Our suppliers are duty bound to observe the rules of fair competition and to adhere to valid anti-trust laws.

## COMBATING MONEY LAUNDERING

Our suppliers are duty bound to observe the regulations against money laundering applicable in each case. Money laundering refers to concealing financial means from illegal activities such as terrorism, drug trade or integrating money from illegal activities into legal financial and economic circulation to give such activities the semblance of legality and to conceal the actual origin or identity of the owner.

Südluft maintains business relationships only with business partners for whom their business activity is consistent with valid laws and regulations and their financial means have a legal origin.

## PROTECTING CONFIDENTIAL INFORMATION AND DATA PROTECTION

Our suppliers are duty bound to protect confidential information appropriately and to use such only in the permitted scope; in particular, they shall not forward such to unauthorised third parties. Our suppliers are duty bound to adhere to the respective valid national and international data protection regulations. Furthermore, we expect that our suppliers observe custom confidentiality obligations contained in individual contracts.

### CONFLICTS OF INTEREST

We expect that our suppliers inform us immediately about existing or potential conflicts of interest if such arise or are detected when an assignment is initiated or processed. Conflicts of interest are situations in which the personal interests are or could be in conflict with the interests of the supplied Südluft company or their associated companies. Private interests must not influence the business activity of supplier employees and Südluft employees. Business decisions shall take place exclusively based on material and objective considerations.

### TRADE CONTROLS

Our suppliers are duty bound to adhere to all valid laws and provisions relating to economic sanctions, export controls and importing when they are importing and/or exporting goods, services, hardware, software or technologies.

### HUMAN RIGHTS, PROHIBITION OF CHILD LABOUR AND FORCED LABOUR

We expect that our suppliers commit themselves to protect international human rights. In particular, our suppliers are duty bound to exclude any type of child labour and forced labour in their businesses and supply chains. This includes, in particular, labour by children under 15 years, slavery, bonded labour and all forms of forced labour, as well as labour endangering health, safety or decency.

### DISCRIMINATION PROHIBITION

We expect that our suppliers commit themselves to the principle of equal treatment for all employees. We expect that when choosing employees, our suppliers are guided in principle only by the qualifications and skills of such persons and maintain equal treatment when hiring and employing.

### WORKING TIMES AND REMUNERATION

Our suppliers are duty bound to render remuneration and services consistent with applicable laws and particularly to pay in keeping with the applicable statutory minimum wage or higher. Additionally, our suppliers are duty bound to adhere to the statutory or official working time regulations applicable in each case.

### OCCUPATIONAL AND HEALTH PROTECTION, ENVIRONMENTAL PROTECTION, SUSTAINABILITY

Our actions are predicated on protecting the environment and handling natural resources with care. Additionally, the health and safety of our employees and our customers' employees has paramount priority in the workplace. Our suppliers are duty bound to adhere to the respective valid national and international regulations and standards in terms of the environment, health and safety. We expect that the suppliers establish and use an appropriate environmental management system (e.g. pursuant to ISO 14001) to minimise environmental impacts and hazards, and to improve environmental protection in day-to-day business operations. In addition, we expect that our suppliers appropriately reflect sustainability aspects when it comes to production, purchasing and delivery.

### CONFLICT MATERIALS

Our suppliers are duty bound to ensure that no products are delivered to Südluft with metals containing source minerals or derivatives from a conflict region in which they directly or indirectly contribute to financing or supporting armed groups.

### PROHIBITED SUBSTANCES

All suppliers are duty bound to adhere to and implement valid legal regulations applicable for handling prohibited substances or substances subject to limitations and to confirm that they are adhered to; this applies particularly, but not limited to:

- › (EC) Regulation 1907/2006 (REACH), Chemicals Act, Chemical Prohibition Ordinance
- › (EC) Regulation 1272/2008, Ordinance on Hazardous Substances
- › Electrical Devices Directive 2011/65/EU (RoHS), formerly 2002/95/EC and 2012/19/EU
- › (WEEE), formerly 2002/96/EC, Electrical Act, Electrical Materials Ordinance
- › Dodd Frank Act, Art. 1502.

### CREATING WHISTLEBLOWING FACILITIES FOR UNLAWFUL CONDUCT

We expect that our suppliers create whistleblowing facilities for their employees to report potentially unlawful conduct in confidence. Moreover, we expect that our suppliers carry out investigations based on such reports and, if possible, implement measures against unlawful conduct.

### ENSURING THAT THE CODE OF CONDUCT FOR SUPPLIERS IS ADHERED TO IN THE SUPPLY CHAIN

The suppliers are duty bound to ensure that the principles described in this code of conduct are also adhered to in their entire supply chain, particularly among all subcontractors.

### VERIFICATION AND SANCTIONS

Südluft reserves the right in the event of suspicion to inspect at any time without prior announcement, itself or by a third party, that the supplier is adhering to the contractual and statutory duties (e.g. perusal of subcontractor's documents and files as saved and held by the supplier). In exercising the control rights, the supplier will support Südluft free of charge to the best of its abilities; it will particularly provide all necessary information to exercise the inspection rights. If it is deemed that the supplier has violated its contractual or statutory duties, it shall bear the costs for such inspections.

Südluft may use and utilise the data, documents and other files, and other findings it obtains as part of exercising its inspection rights; it may particularly use and utilise this data in dealings with customers, courts and authorities. Südluft is entitled to issue necessary orders and instruction to ensure that the supplier's statutory or contractual duties are adhered to. If Südluft avails itself of its inspection rights or if Südluft issues orders or instructions, this does not alter the supplier's responsibility; this expressly does not relate to Südluft assuming duties or responsibility.

### CONSEQUENCES FOR VIOLATIONS OF THE CODE OF CONDUCT FOR SUPPLIERS

Any violation of the principles and requirements named in this code of conduct for suppliers shall be viewed as a fundamental violation by the supplier of the supplier's contractual duties.

If the supplier or one of its suppliers violates the code of conduct for suppliers, Südluft has the right to initiate associated consequences and particularly to inform the supplier of the violations. If the violation cannot be rectified, is not rectified within an appropriate period or if a continuation of the contract is not reasonable for Südluft, Südluft is entitled to withdraw from the contract or to terminate such without prejudice to other entitlements.

If a warning notice is issued without success, Südluft is entitled to terminate the business relationship with the supplier if the supplier or one of its subcontractors prevents Südluft or a third party from exercising its inspection rights, or if it hinders such from doing so.

This does not affect Südluft's right to assert further legal remedies, including preliminary legal protection and more extensive losses, irrespective of the type thereof.

This code of conduct for suppliers applies to all future contracts and orders between Südluft and the supplier, as well as to all contracts and orders between Südluft and the supplier already existing and not entirely processed. The inspection right applies also to all contracts and orders already processed in full.

In providing its signature, the supplier undertakes to adhere to all obligations from this code of conduct for suppliers, in addition to the obligations from delivery contracts or other contracts.

Place, Date

Legally binding signature\*, company stamp

\*If you do not have an electronic signature, it is sufficient to enter your name in the signature field.