

Code of Conduct for Suppliers of Fritzmeier Group

Fritzmeier Group (“**Fritzmeier**”) holds itself to the highest values and ethical standards. Employee rights, working safety, environmental protection and compliance are at the heart of our business, and we expect our suppliers to share these values. This being said, the following Code of Conduct is binding upon every supplier of Fritzmeier and forms part of any contractual supply relationship involving a Fritzmeier group company.

I. Labor rights, Child Labor, Occupational Safety

(1) The Supplier represents and warrants compliance with the internationally acknowledged minimum labor standards, in particular all conventions of the International Labor Organization (“**ILO**”) regarding employee rights, working hours and working safety.

(2) The Supplier will not participate in any violation of human rights or discrimination of its employees, forced labor or child labor. In this context, the Supplier undertakes not to hire employees who cannot demonstrate a minimum age of 15 years. In countries covered by the exception for developing countries under ILO Convention 138, the minimum age is 14 years. The Supplier shall not use sub-contractors or sub-suppliers who evidently infringe these principles.

(3) The Supplier represents and warrants that the products supplied by him comply with all professional association regulations, in particular DGUV regulation 3.

II. Environment, Energy, Greenhouse gas, Air and Water quality, Sustainability

(1) Fritzmeier operates environmental management systems complying with DIN/EN/ISO 14001 and energy management systems complying with DIN/EN/ISO 50001. Environmental protection plays a pivotal role within the quality standards of Fritzmeier. The Supplier undertakes to comply with any applicable environmental protection regulation and to introduce and maintain an environmental management system compatible with Fritzmeier's guidelines and to work to permanently reduce adverse or negative effects to humans or the environment arising from its activities.

(2) Without limitation, the Supplier undertakes to reduce energy consumption and greenhouse gas emissions as well as water quality impairments to the necessary minimum, to promote good air quality and to avoid negative effects on air quality. The Supplier shall also pursue a concept for the sustainable management of natural resources as well as wastewater and waste prevention and operate a responsible chemical management system. Section V of this Code of Conduct remains unaffected.

III. Anti-corruption

(1) The Supplier must not participate, actively or passively, directly or indirectly, in any form of bribery, corruption or granting of undue advantages.

(2) The Supplier must, in performance of its contractual obligations, comply with any applicable regulation established to fight corruption. Without limitation, this includes the provisions of German anti-corruption laws, but – to the extent the contract opens the respective field of application – also to the provisions of the UN Global Compact, the UK Bribery Act 2010, the U. S. Foreign Corrupt Practices Act 1977, any other applicable national anti-corruption laws and the International Anti-Corruption Convention, each as amended. In particular, the Supplier may not: (i) offer or accept bribes or other means of obtaining an unlawful or improper advantages in the course of business; (ii) influence business decisions by accepting or offering favors, services, gifts or

other hospitality gestures that are either inappropriate or inconsistent with normal business practices; and (iii) engage in or accept corruption, blackmail or any form of fraud.

IV. Anti-competitive behavior

(1) The Supplier must not actively or passively participate in price cartels or other unlawful practices aimed to reduce competition. Such practices include, in particular, agreements with competitors or other suppliers on (i) quotations and prices, (ii) other charges, (iii) profit premiums, (iv) processing margins and other price components, (v) payment, delivery, and other conditions, to the extent that they directly affect the price, (vi) cancellation fee or other compensation payments, and (vii) sharing of profit or other charges, and (viii) recommendations thereto, unless the conduct and arrangements are permissible under German Competition Law (GWB) or equivalent applicable legislation in other jurisdictions.

(2) If, according to the findings of a competent antitrust authority, the Supplier has participated in an arrangement which constitutes an illegal restriction of competition (cartel) with regard to goods or services which Fritzmeier has obtained from the Supplier, Fritzmeier may charge the supplier with liquidated damages in the amount of 15% of all purchase prices paid to the Supplier during the cartel period. Supplier and Fritzmeier may evidence higher or lower damages. The Supplier may however not defend against Fritzmeier's damages claim by arguing excessive purchase prices were passed on to customers.

V. Technical Compliance, REACH, RoHS, CE conformity declaration, Conflict Minerals

(1) The Supplier guarantees that the products supplied to Fritzmeier comply with all applicable provisions of EU law and the national implementing acts based upon these. This applies in particular to the Machinery Directive 2006/42/EC, the EMC Directive 2014/30/EU, the Low Voltage Directive 2014/35/EU, Product Safety Directive 2001/95/EC, the REACH Regulation 2006/1907/EC (“**REACH**”), the WEEE Directive 2012/19/EU, the RoHS Directive 2011/65/EU and the Electrical and Electronic Equipment Act based on the latter two. The Supplier further represents and warrants that all harmonized European standards applicable to a device, machine or system ordered by Fritzmeier are complied with, in particular EN 60204-1, EN 61010-1, EN ISO 12100, EN ISO 13849-1, EN ISO 13849-2, EN 60825-1, EN 62471, EN 1127-1, EN ISO 4414, type C standards and all relevant EMC standards.

(2) Further to the provisions of Section V.1, the Supplier guarantees that the products supplied by him comply with REACH. In particular, the Supplier must procure that all substances contained in the Supplier's products are at least pre-registered or, if required under the provisions of REACH, registered after expiry of the transitional periods (unless excluded from the registration obligations). The Supplier guarantees that his products do not contain any substances of the so-called candidate list according to Art. 59 Para. 1 and 10 REACH. The supplier undertakes to inform Fritzmeier in writing without delay if, for whatever reason, products supplied contain substances on the candidate list; this applies expressly in the event of an extension of or addition to the candidate list. The Supplier shall name the respective substances by name and provide its mass percentage as accurately as possible. If the Supplier delivers hazardous substances as defined in the Ordinance on hazardous substances or products containing such hazardous substances, the release of which cannot be ruled out, the Supplier must provide Fritzmeier (or any service provider commissioned

by Fritzmeier) with all data required to compile the safety data sheet even if there is no such request from Fritzmeier.

(3) In the event the Supplier delivers a product which requires a CE label for its marketability in the European Economic Area (in particular equipment, machines, systems, personal protective equipment, construction products) or for which presentation of a declaration of conformity has been contractually agreed, the Supplier must affix the CE marking to the Product and provide a declaration of conformity issued by or on behalf of the manufacturer or its authorized representative. If the delivery contains an incomplete machine as defined in the Machinery Directive, the supplier is

obliged to attach the documents required under Art. 13 of the Machinery Directive.

(4) The Supplier shall comply with the conflict minerals provisions which are part of Section 1502 of the U. S. Wall Street Reform and Consumer Protection Act ("**Dodd Frank Act**"). If conflict minerals are required as part of the manufacturing process or for the functioning of products delivered by the Supplier, their origin must be disclosed to Fritzmeier. Upon request, the Supplier must provide any documentation required by the Dodd Frank Act on the use and the origin of conflict minerals to Fritzmeier and its affiliates completely and immediately.