

Code of Conduct for Suppliers of Fritzmeier Group

Fritzmeier Group (“**Fritzmeier**”) holds itself to the highest values and ethical standards. Human rights, environmental protection and compliance are at the heart of our business and our supply chain. As such, we expect our suppliers to share these values. We also expect our suppliers to comply with all applicable human rights-related and environmental legal obligations, both in their own business area and in their supply chain by binding their direct suppliers and asserting their influence to indirect suppliers. 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. Human Rights, Labor rights, Child Labor, Occupational Safety, Non-discrimination, Anti-Harassment

(1) The Supplier respects the protection of international human rights and will promote their protection within Supplier's sphere of influence. The Supplier shall not be complicit in human rights violations, either directly or indirectly, and will secure this along Supplier's own supply chain. Without limitation: (i) In the acquisition, development or other use of land, forests and waters, the Supplier shall not participate in any unlawful eviction or unlawful deprivation of such land, forest or water. The Supplier shall treat the rights of indigenous peoples as particularly in need of protection and exclude their displacement or negative influence. (ii) The Supplier shall not employ or use private or public security forces if, due to a lack of instruction or control, the ban on torture and cruel, inhuman or degrading treatment is violated, life or limb is injured or the freedom of association and union is impaired when deploying the security forces.

(2) 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. Without limitation: (i) The Supplier shall uphold and respect the freedom of association of workers and their right to collective bargaining, and shall promote these principles in Supplier's own supply chain. (ii) The Supplier shall observe and respect all occupational health and safety obligations applicable under the law of the place of employment and minimize the risk of occupational accidents and work-related health hazards, in particular due to obviously inadequate safety standards in the provision and maintenance of the workplace, the workplace and the work equipment, due to a lack of suitable protective measures, due to a lack of measures to prevent excessive physical and mental fatigue, or due to inadequate training and instruction of employees. (iii) The Supplier will not tolerate forced labor in its operations and supply chain. Forced labor includes any work or service that is demanded of a person under threat of punishment and for which they have not voluntarily made themselves available, for example as a result of debt bondage or human trafficking. Furthermore, the supplier guarantees that its services are free from all forms of slavery, similar practices, serfdom or other forms of domination or oppression in the workplace environment, for example through extreme economic or sexual exploitation and humiliation. (3) The supplier will not tolerate child labor both in Supplier's operations and in Supplier's own supply chain. Without limitation, the Supplier undertakes not to hire employees younger than 15 years. In countries covered by the exception for developing countries under ILO Convention 138, the minimum age is 14 years. Under no circumstance shall the Supplier tolerate (i) slavery or similar practices, such as the sale of children and child trafficking, debt bondage and serfdom as well as forced or compulsory labor, including the

forced or compulsory recruitment of children for use in armed conflicts, (ii) the use, procurement or offering of a child for prostitution, (iii) the recruitment, procuring or offering of a child for illicit activities, in particular drug production and trafficking, (iv) work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children. The Supplier shall not use sub-contractors or sub-suppliers who infringe the principles stipulated above.

(4) When initiating or carrying out employment relationships, the Supplier shall refrain from any discrimination on the grounds of gender, national, social or ethnic origin, race or religion, ideology or political views, health status, disability, age or sexual identity. The Supplier shall prevent harassment in the workplace, in particular through bullying, sexual harassment, physical violence or threats. The Supplier shall strive to promote diversity, equality and inclusion, and will respect minority rights.

(5) The Supplier shall not withhold the appropriate wage from any of its employees. Reasonable is at least the minimum wage stipulated by the law of the place of employment, including social benefits.

(6) 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) Sustainability and environmental protection play a pivotal role within the quality standards of Fritzmeier. Fritzmeier operates environmental management systems complying with DIN/EN/ISO 14001 and energy management systems complying with DIN/EN/ISO 50001. 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 caused by its activities.

(2) Without limitation, the Supplier undertakes to reduce energy consumption, noise emissions 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. In particular, the Supplier will work towards reducing global warming (climate change) by decarbonizing his activities. 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.

(3) The Supplier shall promote the use of sustainable, renewable and natural resources and increase the reuse of materials and the recycling rate. When handling, storing, transporting, disposing of, recycling and reusing waste, waste gases and waste water, the Supplier shall ensure safety and compliance with all relevant legal regulations.

(4) The Supplier shall support activities for the preservation of biodiversity and animal welfare, optimize land use during potential construction projects and ensure along the supply chain that the production of agricultural raw materials does not impair the forest ecosystems in a defined area either in their total area or in their condition and is as deforestation-free as possible. The supplier shall, where appropriate or necessary, monitor and control the impact on soil quality to prevent soil erosion, nutrient depletion, soil subsidence and any contamination.

III. Corruption; Conflict of Interest, Export Control

(1) The Supplier must not participate, whether actively or passively, whether directly or indirectly, in any form of blackmail, 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.

(3) The Supplier shall inform Fritzmeier without having to be asked about any situation that could lead to a conflict of interest, in particular if employees of Fritzmeier enjoy professional, private and/or financial benefits from the Supplier or have shareholdings in a company of the Supplier.

(4) The Supplier is obliged to conduct its business transactions in compliance with all applicable export control criteria and existing economic sanctions in order to ensure safe trade. Accordingly, the Supplier will refrain from trade outside of these regulations.

(5) The Supplier shall neither actively nor passively participate in channeling illegally generated funds into the legal financial and economic cycle (money laundering).

IV. Anti-competitive behavior

(1) The Supplier must not actively or passively participate in price cartels or other unlawful practices aimed to reduce competition. He shall meet his financial responsibilities through accurate records and proper accounting. 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, Environmental Conventions

(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.

(5) The Supplier shall take all necessary precautions to avoid environmental risks. An environmental risk is deemed to be any situation in which there is a sufficient probability of a violation of one of the following prohibitions: (i) Prohibition of the manufacture of products containing mercury in accordance with the so-called Minamata Convention (BGBl. 2017 II p. 610, 611); (ii) ban on the use of mercury and mercury compounds in manufacturing processes and the treatment of mercury waste in accordance with the Minamata Convention; (iii) ban on the production and use of chemicals in accordance with the so-called "Stockholm Convention" or "POPs Convention" of 23 May 2001 on persistent organic pollutants. (iii) prohibition of the production and use of chemicals under the so-called "Stockholm Convention" or "POPs Convention" of 23 May 2001 on persistent organic pollutants

(Federal Law Gazette 2002 II p. 803, 804), including the prohibitions there on the non-environmentally sound handling, collection, storage and disposal of waste, including the regulations in the legal systems declared applicable there; (iv) prohibitions on the export of hazardous waste within the meaning of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 (Federal Law Gazette 1994 II p. 2703, 2704).

VI. TISAX, Information Security, Intellectual Property

(1) Fritzmeier operates an information security management system in accordance with the TISAX (Trusted Information Security Assessment Exchange) standard. This concerns the secure processing of information from business partners, the protection of prototypes and data protection in accordance with the General Data Protection Regulation for possible transactions between certain customers (in particular car manufacturers) and their suppliers. To the extent that Fritzmeier procures products or services from Supplier that are intended for a customer who requires Fritzmeier to comply with the TISAX standard, Supplier shall cooperate in complying with the TISAX standard, in particular comply in whole or in part with the information security requirements under the TISAX standard at Fritzmeier's reasonable request.

(2) Notwithstanding the foregoing paragraph, the Supplier shall take all necessary and reasonable measures in its area of responsibility to ensure that neither Fritzmeier's (or Fritzmeier's customers') products nor their components nor raw materials nor the corresponding know-how fall into the hands of counterfeiters, smugglers, thieves or other unauthorized third parties or leave the legitimate supply chain (plagiarism).

(3) The Supplier shall protect Fritzmeier's confidential information in an appropriate manner. The Supplier must ensure that data worthy of protection and the intellectual property rights of its own employees and business partners are protected.

VII. Whistleblowing, Complaints

(1) The Supplier must ensure appropriate whistleblower protection and ensure that its employees feel free to report known or suspected misconduct. Any who reports an actual or suspected violation in good faith must be protected from retaliation. The protection of identity and anonymity must be guaranteed.

(2) The Supplier shall procure that employees who have fallen victim to discrimination or harassment can confidentially contact a designated body at any time.

VIII. Implementation across the supply chain

(1) Fritzmeier expects each Supplier to not only pro forma comply with the principles described in this Code of Conduct, but to actively uphold the ethical standards and principles set forth therein. Fritzmeier particularly encourages its Tier 1 suppliers to establish similar standards in their own companies, to develop clear guidelines and procedures to implement these standards and to enforce them consistently. Fritzmeier also expects Suppliers to train and sensitize their employees with regard to compliance with these standards.

(2) Fritzmeier urges all direct suppliers (Tier 1) to disseminate the principles set out in this Code of Conduct along their own supply chain and to ensure that they are adhered to by their own suppliers (Tier 2) and subsequent suppliers. All direct suppliers are encouraged to take proactive measures to ensure that their own suppliers understand and implement these standards.
