

# CODE OF CONDUCT

## – SUPPLIERS –

**BOWE  
GROUP**

**BOWE.COM**

## PREAMBLE

The companies of the BOWE GROUP are committed to environmentally and socially responsible management practices. We expect the same standards of conduct from all of our Suppliers. Moreover, we strive to continuously optimize our business activities and our products in a sustainable way, and we ask our Suppliers to contribute to this as part of a holistic approach.

The Contracting Parties agree on a joint Code of Conduct for future cooperation activities based on the following principles. This Agreement shall be adopted as the basis for all future deliveries. The Parties commit to complying with the principles and requirements of the Code of Conduct and will endeavor to contractually obligate their subcontractors to comply with the standards and rules described in this document. This Agreement shall enter into force on signature. As a last resort, violations of this Code of Conduct may be considered just cause for the company to terminate the business relationship, including all associated supply contracts.

The Code of Conduct references national legislation and provisions such as the Supply Chain Act (LkSG) as well as international agreements such as the United Nations Universal Declaration of Human Rights, the Children's Rights and Business Principles, the United Nations Guiding Principles on Business and Human Rights, the International Labor Standards of the International Labor Organization, and the United Nations Global Compact.



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# **I. REQUIREMENTS FOR SUPPLIERS**

## **A. SOCIAL RESPONSIBILITY**

### **1. FORCED LABOR**

No use shall be made of forced labor, slave labor, or other similar forms of labor. All work must be conducted on a voluntary basis and not under threat of any penalty. Workers must be free to leave their work or terminate their employment at any time. Furthermore, no worker may be subjected to unacceptable treatment such as mental hardship, sexual or personal harassment, or public shaming. Hiring or deployment of security personnel is not permitted if, in the course of such assignments, people are subjected to inhumane or degrading treatment or are injured, or if their freedom of association is restricted.

### **2. CHILD LABOR**

Child labor is not allowed to be used at any stage of production. Suppliers are requested to adhere to the recommendation in the ILO conventions on the minimum age for employment of children. These specify that the minimum age shall not be less than the age of completion of compulsory schooling applicable at the place of employment and, in any case, shall not be less than 15 years. The rights of young workers must be protected. Workers under the age of 18 shall not be assigned to work which is likely to jeopardize the health, safety, or morals of children. Special protective provisions shall be observed.

### **3. FAIR PAY**

The payment for regular working hours and overtime must be at least the statutory national minimum wage or conform to the minimum standards customary in the industry, whichever is higher. Workers shall be provided with all benefits required by law.

### **4. FAIR WORKING HOURS**

Working hours must comply with national laws or industry standards. Overtime shall be permitted only if duly communicated or conducted on a voluntary basis, and employees shall receive at least one day off after six consecutive working days. The set maximum number of working hours per week must not be regularly exceeded.

### **5. FREEDOM OF ASSOCIATION**

The Supplier shall respect the right of all workers to form and join trade unions as well as the right to bargain collectively and the right to strike. Worker representatives shall be protected from discrimination. No-one may be discriminated against because they have formed or joined, or are a member of, such an organization.

**6. NON-DISCRIMINATION**

The Supplier shall not engage in any form of discrimination against employees unless due to the nature of the employment. Among other things, this applies to discrimination on the grounds of gender, race, ethnic or social origin, color, disability, health, political opinions, beliefs, religion, age, pregnancy, or sexual orientation. The personal dignity, privacy and rights of each individual must be respected.

**B. HEALTH AND SAFETY**

The Supplier is responsible for ensuring a safe and healthy work environment. Suitable procedures and systems shall be put in place to prevent occupational injury or illness. Workers shall be provided with regular information and training concerning occupational health and safety standards. Workers must have access to a sufficient quantity of potable water as well as to clean sanitary facilities.

**C. ENVIRONMENTAL****1. BASIS**

The basis for the BOWE GROUP's actions is a responsible approach to environmental issues. One of the main tasks for all of us is to tackle ecological challenges with due care and foresight, and to protect limited natural resources. The aim is to continuously and sustainably reduce consumption of energy and raw materials and hence also the negative effects on the environment.

The Supplier undertakes to comply with the applicable environmental legislation and corporate standards, and to actively work to protect the environment by acknowledging their responsibility to conserve natural resources and committing to the development and distribution of environmentally friendly products, while taking account of high requirements for quality and safety. The Supplier also undertakes to establish and apply an appropriate environmental management system. The amount of waste as well as emissions to air, water, and soil must be continuously reduced.

**2. CONSERVATION OF NATURAL RESOURCES**

The Supplier shall not violate legitimate rights by depriving people of land, forests, or water on which they depend on to safeguard their livelihood (land grabbing). The Supplier must avoid harmful soil changes, water or air pollution, noise emissions and excessive water consumption where these are detrimental to human health, significantly impair natural resources essential for food production, or cause people to be denied access to safe drinking water or sanitary facilities.

**3. CONFLICT MINERALS**

The Supplier undertakes not to supply products containing conflict minerals which directly or indirectly finance or benefit armed groups, or which contribute to human rights abuses, as

described in Annex II of the OECD Due Diligence Guidelines for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (OECD DDG). The Supplier is expected to fulfill their due diligence obligations regarding the supply chains of minerals in accordance with OECD DDG recommendations.

## **D. BUSINESS ETHICS**

### **1. FAIR AND FREE COMPETITION**

The applicable competition and antitrust laws regulate interaction with competitors, suppliers, and customers. Compliance with these laws guarantees a free and independent market to the benefit of all players. The Supplier must ensure that all relevant laws are respected and observed. All agreements or concerted practices designed to hinder or restrict free competition are prohibited. Positions of market dominance must not be abused.

### **2. CONFIDENTIALITY AND PRIVACY**

The Supplier undertakes to meet the reasonable expectations of their customers, their own suppliers, their consumers, and their workers as regards the protection of personal information. The Supplier shall comply with privacy and information security laws as well as with regulating requirements when personal information is collected, stored, processed, transmitted, or shared.

### **3. INTELLECTUAL PROPERTY**

Intellectual property rights shall be respected; the transfer of technology and know-how shall be managed in a manner that protects intellectual property rights and customer information.

### **4. INTEGRITY / BRIBERY AND IMPROPER ADVANTAGE**

The highest standards of integrity must be applied to all business activities. The Supplier shall have a zero tolerance policy that prohibits all forms of bribery, corruption, extortion, or embezzlement. The Supplier shall maintain policies and procedures designed to ensure compliance with anti-corruption laws.

### **5. ACCOUNTING CONTROLS / ANTI-MONEY LAUNDERING**

The Supplier is responsible for ensuring that all statutory provisions as well as tax laws and regulations are complied with as a condition of proper accounting and financial reporting. We share the same commitment to preventing money laundering and terrorist financing. For this reason, we only maintain business relationships in cases where the investments have a legal origin.

### **6. LEGAL COMPLIANCE & EXPORT CONTROLS**

The Supplier shall ensure that their business practices comply with all applicable laws, directives, and regulations including EU legislation and other national regulations, as well as with legislation on sanctions and embargoes. The Supplier shall additionally submit a true and accurate export control classification as well as all necessary information and, where required, obtain export licenses or other authorizations. Such certification shall be presented on demand.

#### **E. GRIEVANCE MECHANISM**

The Supplier shall provide their employees with access to a secure procedure for reporting potential breaches of the principles set forth in this Code of Conduct. This grievance procedure must be accessible to all employees, yet at the same time ensure that their identity is kept confidential and offer effective protection against reprisals or retaliation. Reports can also be submitted via the BOWE GROUP's whistleblower system.

## **II. IMPLEMENTATION OF THE REQUIREMENTS**

We expect our Suppliers to identify risks inherent in all supply chains and to take measures to mitigate them. In the event of suspected infringements, and in order to secure supply chains with increased risks, the Supplier shall notify the company promptly and, if necessary, regularly regarding all infringements and risks identified as well as any measures taken.

Should any infringements of the provisions in this Code of Conduct be identified, the customer shall notify the Supplier thereof in writing without delay, and at the latest within one month, and shall grant the Supplier a reasonable grace period to bring their conduct into compliance with these provisions. If no remedy is possible within a foreseeable period of time, the Supplier shall give notification of this immediately and, together with the customer, prepare a concept and time schedule for ending the infringement or reducing its impacts to a minimum. If such infringements were culpably committed, if the grace period expires without results, or if the implementation of the measures described in the concept fails to remedy the situation by the end of the scheduled time, making it unreasonable for the customer to continue the contract until the due termination date, the customer may terminate both the business relationship and – after the set deadline has elapsed without a satisfactory result – all contracts. This applies without prejudice to the legal right to extraordinary termination without a grace period, particularly in the case of serious breaches. Similarly, it shall not affect the right to compensation.