

Code of Conduct for Suppliers

1. Introduction

Oetinger Aluminium places practical sustainability at the center of all activities, with compliance with environmental, occupational safety and social standards being our most important goal in practice.

We are also committed to socially and environmentally responsible procurement and have set ourselves high standards for our business activities.

Our standards require that we only work with suppliers who are able to consistently meet our standards and guiding principles, and who are committed to behavioral values that are compatible with our own.

For this purpose, this code of conduct for suppliers defines the minimum standards according to which suppliers of Oetinger Aluminium shall operate.

We also require our suppliers to make reasonable efforts to promote continuous improvement throughout their operations.

2. Acceptance

This code applies to all contracted suppliers and business partners who are expected to apply these requirements to their own supply chain.

By complying to this code of conduct for suppliers, each supplier accepts to be evaluated or audited by Oetinger Aluminium or a third party appointed by Oetinger Aluminium.

In addition to this code, the supplier is obliged to comply with the applicable local laws. In case of discrepancies between such laws and regulations and the principles set forth in the code, the stricter principles shall apply.

Compliance with and signing of this code of conduct is therefore a prerequisite for doing business with Oetinger Aluminium.

3. Feedback

Suppliers can express concern or pose questions by sending an e-mail to the following e-mail address: info@oetinger.net

4. Human rights and working conditions

4.1 Human rights

The supplier shall respect the internationally proclaimed human rights.

The supplier shall avoid being complicit in human rights violations of any kind.

The supplier shall respect the personal privacy, dignity and rights of each individual.

Compliance with international laws and standards such as the Universal Declaration of Human Rights as well as the respective applicable national laws and legal regulations shall be ensured without any restrictions.

The supplier shall not tolerate the use of child labor. The minimum age for employees shall comply to the respective national laws.

4.2 Forced labor

The supplier shall not use forced or compulsory labor, including but not necessarily limited to bonded labor. The supplier shall ensure that the contractual relationship between the employee and the supplier is freely chosen and free from any threats.

The supplier shall ensure that all employees are free to terminate their employment after due notice. Employees shall not be required to deposit money, identification papers or the like in order to obtain or retain their employment.

4.3 Applicable law

All applicable laws, agreements and industry standards regarding working hours, wages and salaries shall be complied to.

4.4 Freedom of association and the right of collective negotiations

The supplier shall guarantee and recognize the right of free association.

The supplier shall not discriminate against any employee representative or trade union member.

4.4 Non-discrimination

The supplier shall prohibit direct or indirect negative discrimination based on skin color, gender, language, sexual orientation, religion, political or any other opinion, national or social origin, birth or any other status and promotes equal opportunities and equal treatment.

The supplier shall not tolerate degrading or unacceptable treatment, including sexual harassment, mental cruelty, or discriminatory gestures of verbal or physical nature that are sexual, coercive, threatening, abusive, or exploitative.

4.5 Terms of employment

The supplier shall provide a remuneration that complies with all national legal standards regarding the minimum wage.

The supplier shall ensure that working hours are not excessive and comply at least with applicable local laws.

The supplier respects the individual employee's need for recreation and shall ensure that all employees have the right to adequate paid leave from work.

The supplier shall ensure that all employees are provided with written and legally binding employment contracts that specify the terms and conditions of employment in a language that is comprehensible to the employee.

4.6 Occupational safety

The supplier creates a safe and healthy working environment and integrates measures for health and safety in business operations. In this context, the supplier shall ensure the recognition of international standards.

The supplier shall do its utmost to keep hazards under control and take necessary precautionary measures against accidents and occupational diseases. Where necessary, employees shall be provided with suitable personal protective equipment and be instructed in its use.

The supplier shall provide adequate and regular training to ensure that workers are adequately instructed in health and safety matters.

Where applicable, the supplier shall ensure that the provided accommodation is clean, safe and meets the basic needs of the workers and, where necessary, their families.

The supplier shall strive to have an effective occupational health and safety management system in line with ISO 45001.

5. Corporate ethics

5.1 Corruption and other illegal business practices

Under no circumstances will Oetinger Aluminium tolerate any form of corruption, including blackmail, anti-trust violations, money laundering, bribery, unfair advantages and the payment or acceptance of bribes. These are prohibited in all business activities.

As we do, the supplier shall comply with applicable laws and regulations relating to bribery, corruption, fraud and other prohibited business practices.

The supplier shall not offer, promise or grant any improper favor, benefit or inducement to any international organization, public official or other third party. In this respect, it is irrelevant whether the undue advantage is offered directly or through an intermediary.

5.2 Business environment

In the business environment, it is quite common to grant socially appropriate benefits to maintain contacts and initiate business. These include the granting of tips, little occasional presents such as promotional gifts and small courtesies such as an invitation to a business dinner. These favors are to be classified as customary social courtesies.

No benefits, incentives, favors or other advantages that could influence, or merely create the impression of influencing, objective and fair business decisions, may be promised, offered, accepted or demanded in connection with business activities.

The supplier shall comply with the following principles:

- No compensation may be charged for contributions and such contributions must be voluntary.
- Contributions in the form of cash or cash equivalents are not permitted.
- Contributions must be socially appropriate and correspond to the occasion.
- The frequency of invitations and contributions must be customary and appropriate.
- Contributions and invitations must be kept transparent and disclosed latest upon request.
- If business decisions are influenced by contributions, gifts or invitations, acceptance or action is prohibited.
- In case the impression could be created that contributions, invitations or gifts influence a business decision, these are not permitted.
- Hosting must be held in a socially appropriate manner and must be within the framework of the business.

The following benefits are prohibited:

- Monetary gifts of any amount and expensive gifts (non-cash remuneration limit)
- Individual discounts, excluding general employee discounts
- Discounted or free services
- Invitations to functions, events or trips, provided they are not business-related
- Shopping vouchers

5.3 Money laundering

The supplier shall firmly oppose all forms of money laundering and take measures to prevent its financial transactions from being used by others in order to launder money.

5.4 Conflict of interest

The supplier strictly separates business and private interests and ensures that these are not used to obtain private benefits.

5.4 Competition

The supplier shall comply with laws protecting competition. Agreements with competitors on behavior regarding offers and competition are not permissible.

5.5 Business secrets

The supplier shall treat business secrets with particular care. No confidential information shall be disclosed to any unauthorized party.

The same applies to confidential information received from our business partners.

5.6 Whistleblowing

If there is a suspected case of corruption, misconduct of any kind or non-compliance with this code for responsible procurement, it is possible for the employee or a third party to report it to the whistleblower e-mail address. The reports received will be treated confidentially, thus ensuring the anonymity of the whistleblower.

Oetinger Aluminium will not tolerate retaliation of any kind against any person in response to a report and all indications of violations will be investigated.

Employees or third parties can anonymously contact the compliance manager at the following e-mail address: konflikt@oetinger.net.

5.7 Responsible sourcing and conflict minerals

Upon request, the supplier shall exercise due diligence to verify the origin of the materials and provide Oetinger Aluminium with their measures for compliance with due diligence to ensure that there is no conflict with applicable laws or this code.

Suppliers sourcing raw materials such as tantalum, tin, tungsten and gold (known as "conflict minerals") shall ensure that this trade does not directly or indirectly finance or benefit armed groups that have committed serious human rights violations.

6. Adequate records

The supplier shall have an accurate record of information and transactions. The supplier's records are required to be in accordance with generally accepted accounting principles.

7. Data protection

The supplier shall ensure that the data protection laws and in particular the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) are complied with, if applicable.

8. Environment

Environmental protection is an essential issue for us. In particular, the following areas are to be effectively monitored and regularly checked for potential improvement.

8.1 Management System

The supplier shall implement systems to ensure safe management of waste, air emissions and wastewater discharges, which might be integrated into the health and safety management system. A certified environmental management system according to ISO 14001 shall be pursued.

8.2 Environmental permits and reports

All required environmental permits and registrations shall be obtained, maintained, and kept up to date, and their operating and reporting requirements shall be complied with.

8.3 Reducing resources

The supplier is committed to ensure the efficient use of resources and to ensure that waste of all kinds is reduced or eliminated at source or through practices such as maintenance and facility processes, material replacement, conservation, recycling and reuse of materials.

8.4 Greenhouse gas emissions and energy consumption

The supplier should seek cost-effective methods to improve energy efficiency and minimize their energy consumption and greenhouse gas emissions.

8.5 Waste management

The supplier shall identify all potential waste streams and ensure that processes are present in order to manage them in accordance with the waste hierarchy and all applicable regulations.

8.6 Operational waste water

Prior to discharge or disposal, industrial processes and sanitary facilities shall be characterized, monitored, controlled, and treated according to need.

8.7 Hazardous substances, chemicals and other substances that pose a hazard

The supplier shall actively avoid causing environmental damage and/or negative impacts on the environment as a result of their business activities.

If these products are exposed to the environment, they must be identified and properly managed to ensure their safe handling, transportation, storage, use, recycling or reuse, and disposal.

The supplier must review the use of hazardous substances on a regular basis and replace them with less hazardous alternatives where reasonably possible

8.8 Restrictions of the product content

The supplier shall comply with all applicable laws and regulations as well as customer requirements regarding the prohibition or restriction of certain substances, including labeling for recycling and disposal.

9. Violation of this code

A violation of the code may result in contractual or legal remedies and, consequently, in a lawsuit against the supplier.

Oetinger Aluminium reserves the right to issue formal warnings and, if necessary, to terminate the contract immediately in the event of serious violations.

10. Applicable documents

Further details are provided in our corporate policy, the corporate guidelines and the code of conduct for business partners which are available for download on our homepage www.oetinger.net.

The signatory (supplier) acknowledges that he/she understands and complies with all applicable laws and the guiding principles stated above.

The supplier is expected to take the necessary corrective action to promptly resolve any non-compliance.

Oetinger Aluminium reserves the right to terminate its business relationship with any supplier who is unwilling to comply with this code.

Statement of responsibility

(company name), a company legally established in

(country)

with registration / license number, _____

hereby declares that they:

(a) understand and accept the contents of the code attached to this statement of responsibility;

(b) share these efforts, difficulties and achievements in the implementation of this code with Oetinger Aluminium and its own supplier network.

place / date

name and function, signature, company stamp