

**STRUKTURMETALL®**  
Der Spezialist für strukturierte Edelstahlbleche

**SUPPLIER CODE OF CONDUCT**

© January 2022

## **General**

STRUKTURMETALL stands for an honest and responsible way of doing business. In that regard we expect our suppliers to comply with the requirements as described in this Supplier Code of Conduct ("Code") which is based on the UN Global Compact. This Code sets out our principles and expectations as to how organisations, including its representatives, employees and affiliates, who supply goods and services to STRUKTURMETALL ("Supplier"), are to conduct business with us. We have committed to our STRUKTURMETALL Code of Conduct and expect our Suppliers to fully comply with applicable laws and to adhere to internationally recognized environmental, social and corporate governance standards. We also expect our Suppliers to communicate this Code to their employees, subcontractors and representatives to ensure that they comply with this Code.

## **I. Business integrity**

### **Compliance with legislation**

Supplier shall comply with all applicable national and international laws, rules and regulations in the countries where they operate. This includes, but is not limited to the laws and regulations governing the following: environment, human rights and employment. STRUKTURMETALL also expects its Suppliers to adhere to all generally accepted international standards which are stated herein. In case applicable law requirements are lower than the requirements as set forth in this Code, STRUKTURMETALL expects the Supplier to comply with the higher standards.

### **Fair competition**

STRUKTURMETALL endorses the rules for the protection of a free market and open competition. Supplier shall conduct its business in accordance with all applicable competition laws and anti-trust legislation.

### **Anti-corruption and Anti-bribery**

The Supplier shall not engage in or tolerate any form of corruption, extortion, embezzlement or bribery and shall comply with all applicable anti-corruption and anti-bribery regulations, also including the UN Global Compact's principle 10 (Anti-corruption). Supplier will not offer or accept any benefits or other unlawful incentives to obtain any undue or improper advantage.

### **Favours and gifts**

To a certain extent, it is acceptable in the world in which we operate for individual STRUKTURMETALL employees to accept favours and gifts from business partners. However, in order to avoid any unwanted conflicts of interest, Supplier shall not offer to STRUKTURMETALL employees any favours, gifts, services or inappropriate invitations, either for the employee

himself or individuals or institutions in his immediate vicinity. An exception has been made for occasional gifts with a limited value. Offering a gift in the form of a payment of money is not permitted under any circumstances.

### **Anti-Money-Laundering**

Supplier shall conduct its business in accordance with all applicable anti-money-laundering regulations.

### **Privacy and Intellectual Property**

Supplier will safeguard and make only appropriate use of confidential information and ensures that all employees' and Supplier's privacy and valid intellectual property rights are protected. Supplier must ensure that all personal data of employees, contractors and/or other third parties is processed in compliance with all applicable laws, including the General Data Protection Regulation (EU 2016/679).

## **II. Human rights and labour principles**

### **General**

STRUKTURMETALL expects its Suppliers to respect internationally recognised human rights and labour principles. Supplier must support and respect the UN Global Compact's human rights principles (Principles 1 and 2) and the UN Global Compact's labour principles (Principles 3, 4, 5 & 6).

### **Non-discrimination and fair treatment**

STRUKTURMETALL stands for equal treatment of its employees and does not discriminate in any way. Suppliers shall not discriminate in hiring and employment practices such as applications for employment, promotions, rewards, access to training, benefits, wages termination or retirement. Illegitimate grounds for discrimination include but are not limited to: race, colour, gender, age, language, property, nationality or national origin, religion, ethnic or social origin, disability, pregnancy, trade union affiliation, political opinion or sexual orientation. Supplier will ensure that its employees are not threatened or harassed in any way. It is strictly forbidden to violate any person's dignity, verbally or physically.

### **No forced labour**

STRUKTURMETALL does not tolerate slavery and forced or compulsory labour (including bonded labour and involuntary prisoner labour) in our supply chain.

### **No child labour**

STRUKTURMETALL does not tolerate child labour in our supply chain. Supplier must avoid any sort of child labour in its business operations and must observe the minimum age for permission to work according to the applicable regulations.

### Minimum wages and working hours

Supplier shall comply with all applicable laws and regulations, including (but not limited to) those relating to minimum wages, working hours and overtime hours. Suppliers are expected to provide their employees with fair and competitive compensation and benefits.

### Health & Safety

Supplier shall ensure a safe and healthy workplace or any other location where work is undertaken in compliance with all applicable laws and regulations, ensuring, at a minimum, reasonable access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation. Supplier must implement appropriate controls, safe procedures and protocols for providing appropriate protective equipment in compliance with all applicable laws and regulations. Supplier must take all appropriate measures to protect its employees from any health hazards and ensures that employees who work in a facility are carefully selected and properly trained.

### Freedom of Association

Supplier shall recognise and respect the right of employees to freely associate, organise and bargain collectively, to establish or join labour unions and representative organisations, if they wish to do so.

## III. Environment

### Environmental Policy

STRUKTURMETALL works to continuously assess and reduce our environmental impact. We aim to prevent environmental damage and minimise our use of energy and resources. Suppliers must comply with all environmental laws and regulations applicable to the workplace, the products produced, and the methods of manufacture. Additionally, Suppliers must not use materials that are considered harmful to the environment, but should encourage the use of processes and materials that support sustainability of the environment throughout their supply chain. We expect our Suppliers to avoid pollution and prevent the wasteful use of natural resources. Supplier must respect and support the UN Global Compact's environment principles (principles 7, 8 and 9). Suppliers are expected to establish and maintain a suitable environmental management system (e.g. in accordance with ISO 14001 or national equivalent).

### Conflict Minerals

Supplier shall comply to all applicable conflict minerals laws and regulations. Additionally, Suppliers must establish a policy to reasonably assure that conflict materials (including tin, tungsten, tantalum and gold) which may be contained in

the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses.

## IV. Miscellaneous

### Audit and non-compliance with this Code

Upon request, the Supplier shall provide STRUKTURMETALL with all necessary and/or requested documents that demonstrates compliance with this Code. Supplier shall address any violations of this Code or equivalent standards that come to their knowledge and shall take appropriate actions. STRUKTURMETALL reserves all rights to ensure the Supplier's compliance with this Code through monitoring, independent third party verification and audit. STRUKTURMETALL shall be entitled to terminate individual orders and/or the contractual relationship with the Supplier in case the Supplier and/or any third party involved by the Supplier is in breach with any of the provisions of this Code and does not effectively cure such breach within a reasonable time set by STRUKTURMETALL.

### Indemnification

Supplier shall indemnify and hold STRUKTURMETALL and its officers, employees, successors and assigns harmless from and against all costs, expenses (including, without limitation attorney's and accountant's fees and all disbursements), losses, liabilities or obligations arising at any time out of any breach of, or failure to perform any obligation of Supplier and/or any third party directly/indirectly involved by the Supplier, under this Code.

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Declaration to be signed by Supplier:

Herewith I confirm that I have received the STRUKTURMETALL Supplier Code of Conduct and commit to comply with it in doing business with STRUKTURMETALL.

Company:.....  
(Supplier's Company Stamp)

Name: .....

Title: .....

Date: .....

Signature: .....