



## **CODE OF CONDUCT FOR BUSINESS PARTNERS of Mestemacher GmbH**

The basic principle that governs the activities of Mestemacher GmbH is to ensure that our corporate conduct, both within the company and in our relationships with our business partners <sup>1</sup>, is sustainable, protects basic human needs, and is lawful as well as socially responsible.

In accordance with this basic principle, this Code of Conduct describes the minimum requirements that Mestemacher GmbH's suppliers must comply with.

### **1. Social responsibility**

#### **No child labour**

We strictly reject any form of child labour. No children are employed who are younger than the age at which compulsory schooling ends according to the law at their place of employment. In any case, children under the age of 15 may never be employed.

To protect children younger than 18, the following are prohibited:

- all forms of slavery or similar practices, such as selling children or child trafficking, bonded labour or servitude, as well as forced or compulsory labour, including forced or compulsory recruitment of children for deployment in armed conflicts
- work that is, by its nature or by the circumstances under which it is performed, likely damaging to the health, safety or decency of children

#### **No forced labour**

Any work or services that a person is required to perform under threat of punishment and which they do not perform voluntarily, for instance as a result of debt bondage or human trafficking, is considered forced labour. No such labour is tolerated or used.

#### **No slavery**

Slavery, practices similar to slavery, debt bondage or other forms of exercising power or suppression in the workplace, for instance through extreme economic or sexual exploitation and harassment, may not be used or tolerated.

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<sup>1</sup> Gender neutral terminology is used in this document. Any references apply equally to persons of all genders.

### **Occupational protection and safety**

Occupational safety obligations in accordance with the law at the place of employment may not be violated if this results in a risk of accidents in the workplace or work-related health hazards, in particular due to:

- obviously insufficient safety standards for providing and maintaining the workplace, work station and work equipment,
- a lack of suitable protective measures to avoid impacts caused by chemical, physical or biological substances,
- a lack of measures to prevent excessive physical and mental fatigue, in particular due to improper work organisation governing working hours and breaks, or
- insufficient training and instruction for employees.

### **Freedom of association**

The rights of employees to gather and join unions must be respected. In addition, founding, joining or being a member of a union may not be used as grounds for discrimination or retaliatory measures, and the rights of unions to act freely and in accordance with the law at the place of employment must be respected.

### **Prohibition against discrimination**

No persons will suffer unequal treatment due to their national or ethnic origin, social background, health status, disability, sexual orientation, age, gender, political opinion, religion or worldview, unless such treatment is justified by the requirements of the role. Paying unequal wages for equivalent work is considered unequal treatment.

### **Appropriate wages**

Appropriate wages must be paid. The appropriate wage is at least the minimum wage defined under applicable law, and is otherwise determined based on the law of the place of employment.

### **Compliance with land rights**

When purchasing, developing or otherwise using land, forests and waterways, the use of which secures the livelihoods of any person, no land, forests or waterways may be removed illegally. Forced evictions are prohibited.



### Commissioning security forces

Commissioning or using private or public security forces is not permitted if a lack of instruction given to these persons or a lack of control by the supplier when deploying security personnel

- causes the prohibition against torture and inhumane, cruel or demeaning treatment to be violated.
- results in injuries to life or body, or
- negatively impacts the rights to freedom of association and collective action.

## 2. Ecological responsibility, environmental and nature conservation

### Protecting natural resources

Any harmful soil changes, water pollution, air pollution, harmful noise emissions or excessive water usage must be prevented if they

- have a significant negative impact on the natural conditions necessary to obtain and produce food,
- prevent anyone from having access to good drinking water,
- make it more difficult for anyone to access sanitary facilities, or
- harm the health of any person.

### International conventions

The regulations of the Minamata Convention on Mercury<sup>2</sup>, the Stockholm Convention on Persistent Organic Pollutant<sup>3</sup> and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal<sup>4</sup> must be complied with.

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<sup>2</sup> Minamata Convention on Mercury of 10th October 2013, the goal of which is to protect human health and the environment from mercury and its compounds.

<sup>3</sup> Stockholm Convention of 23rd May regarding persistent organic pollutants, the goal of which is to protect human health and the environment from persistent organic pollutants.

<sup>4</sup> Basel Convention for controlling the transport of hazardous wastes and disposal of 22nd March 1989, which contains regulations on permitting and controlling exports of hazardous waists.





### **Climate protection and packaging**

Economical solutions must be found for minimising CO<sub>2</sub> emissions. Logging must be carried out in a sustainable manner and compensated for by reforestation. Whenever possible, packaging should be avoided entirely, and must be reduced to the necessary minimum to lessen its economic impact. The supplier hereby undertakes to comply with all laws – including those valid within the European Economic Area – in particular (but not limited to) complying with Regulation 2023/1115 of the European Parliament and the Council of 31/05/2023.

## **3. Integrity**

### **Antitrust and competition law**

Laws protecting competition, in particular antitrust law, must be complied with. Prohibited agreements on prices or other conditions, sales territories or customers, or the abuse of market power will not be tolerated.

### **Corruption and fraud**

No entity shall assert or accept any return service for itself or a third party in return for granting an unfair preference.

### **Compliance with the Code of Conduct for business partners**

Our basic principles can only be effective when we all observe this Code of Conduct. To ensure this, you as a supplier undertake to participate as follows:

### **Personal initiative**

You hereby commit to fulfil the requirements set forth in clauses 1 to 5. In addition, you commit to identifying potential risks for the areas indicated in clauses 1 and 2 for the protected social and environmental interests, both at your own company and within your supply chains. You will introduce suitable internal routines and unequivocal internal assignments of responsibility for this purpose. In addition, you commit to communicate the contents of this Code of Conduct to your employees in an easy-to-understand manner and train them, so that they understand and can implement our basic principles and the requirements you are to fulfil.



### Corrective measures

If you or we identify a violation of a human rights or environmental obligation in accordance with this Code of Conduct, then you must promptly take all measures necessary to end it. If the violation is such that it cannot be ended immediately, then we

will create a concept with schedule with you, which you can use to end or at least minimise the violation as quickly as possible with our support. Until the violation is ended or minimised, we are entitled to suspend all contracts with you. We will be under no obligation to meet our contractual obligations during the temporary interruption. In addition, we are entitled to terminate all contracts with you for good cause through extraordinary means with immediate effect. Good cause exists, in particular, if

- you violate the basic principles set forth in this Code of Conduct or if a violation is impending and you take no corrective measures despite a warning and a reasonable grace period to do so in order to prevent, end or minimise the violation, and if the violation is significant or affects a significant number of cases;
- you do not participate in creating a concept for ending the violation with schedule, despite a warning and reasonable grace period to do so, or you decline to participate in doing so;
- you do not implement or decline to implement elementary steps in the jointly created concept for ending the violation within the agreed schedule, despite a warning and a reasonable grace period to do so;
- continuing the contractual relationship would be unreasonable for us due to repeated or intentional violations of our basic principles by you or one of your suppliers.

### Passing on these responsibilities

You are obligated to disclose the basic principles set forth in this Code of Conduct to your suppliers by contract, to agree to controlling rights, and to require and obligate your suppliers to comply with the basic principles. You must check for compliance with the basic principles and obligations, taking a risk-based approach.



### **Controlling mechanisms**

You must provide truthful information on your and your suppliers' implementation of the Code of Conduct on a case-by-case basis and on our request, in particular by providing a complete, truthfully completed and signed supplier self-disclosure. If the information you provide gives us reason to believe that you have not met your obligations, then we have the right to review implementation or commission a third party to do so. Due to the importance of human rights, you undertake to grant us or our commissioned third-party access to your business premises and production facilities without advanced notice and to grant us access to review all necessary documentation that could provide information

on human rights and environmental violations of this Code of Conduct. You may only deny us access to your documentation if and insofar as our reviewing documents and information would violate your trade secrecy; in case of doubt, it is preferable to black out individual passages or conclude a reasonable non-disclosure agreement with us. We will conform to statutory data protection regulations.

### **Complaint process**

You undertake to inform your own employees and your own suppliers of our anonymous and confidential complaint process for reporting violations of this Code of Conduct, and to encourage them to report violations online through our whistleblower system at <https://www.mestemacher.de/unternehmen/hinweisgeber/>. You guarantee that you will not in any way deter, disadvantage, or discipline whistleblowers.

## **4. No third-party effectiveness**

This Code of Conduct only establishes rights and obligations between us and the supplier. Third parties are not entitled to derive claims from this Code of Conduct.