



# CODE OF CONDUCT

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This document describes the core values and principles that guide our collaboration with suppliers, ensuring ethical, responsible, and transparent business practices throughout the partnership.

# **KUROTEC Supplier Code of Conduct (SCoC)**

(Applicable to Vendors, Manufacturers, Contractors and Sub-Contractors)

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KUROTEC-KTS Kunststofftechnik Stade GmbH (KUROTEC) is committed to the highest ethical and legal standards in the conduct of its business. KUROTEC requires all registered vendors, manufacturers, contractors, and sub-contractors with which KUROTEC conducts business to acknowledge and agree to abide by the policies and principles set forth in the attached KUROTEC Supplier Code of Conduct.

This KUROTEC Supplier Code of Conduct are expected to be acknowledged by all vendors, manufacturers, contractors, and subcontractors at the time of registration or, if previously and currently registered, at the time of submitting a request for registration, renewal or submitting bids and proposals in response to KUROTEC's invitations and solicitations to bid.

Potential or actual violations of this Supplier Code of Conduct and other wrongdoings or ethical irregularities on the side of the registered vendor, manufacturer, contractor or subcontractor are to be reported directly to the KUROTEC by email: [info@kurotec-kts.de](mailto:info@kurotec-kts.de). Any (suspicion of) wrongdoing on the side of KUROTEC may also be reported directly to the KUROTEC by email: [info@kurotec-kts.de](mailto:info@kurotec-kts.de)

## **I. SCOPE**

This policy establishes a Supplier Code of Conduct for all current and potential Suppliers of KUROTEC-KTS Kunststofftechnik Stade GmbH (KUROTEC). "Suppliers" include vendors, manufacturers, contractors, and sub-contractors who are registered with KUROTEC and are seeking to provide goods, services, or personnel (including consultants) to KUROTEC, or which are currently parties to agreements for such purposes with KUROTEC or one of its contractors.

## **II. INTENT**

KUROTEC is committed to conducting its business in an ethical, legal, safe, environmentally and socially responsible manner. KUROTEC requires each of its Suppliers to share and demonstrate this commitment and, therefore, has established this Supplier Code of Conduct. KUROTEC requires its Suppliers to consistently meet the following requirements in order to be considered for, to do, or continue to do business with KUROTEC.

## **III. SUBCONTRACTORS**

Suppliers that seek to engage sub-contractors to provide goods, services, or personnel (including contractors) to KUROTEC, will only engage sub-contractors with prior written approval by KUROTEC and are required to contractually impose the policies and principles set forth in the KUROTEC Supplier Code of Conduct on such sub-contractors and provide evidence of such at the request of KUROTEC.

## **IV. SUPPLIER CODE OF CONDUCT**

### **Compliance with Laws, Codes and Regulations**

KUROTEC Suppliers are required to comply with all applicable laws, codes and regulations as set forth in applicable procurement documents and agreements (including but not limited to proposals, invitations to bid, solicitations, and resulting contractual and purchasing agreements).

Suppliers are required to adhere to internationally recognized environmental, social and governance ("ESG") standards, which include but are not limited to the principles addressed in:

- The UN Guiding Principles on Business and Human Rights.
- The OEC Due Diligence Guidance for Responsible Business Conduct.
- The ILO Declaration on Fundamental Principles and Rights at Work.

## Environmental, Health and Safety Practices.

It is the responsibility of the Supplier to assure that its facilities are designed and safely operated in compliance with established government and industry environmental protection policies and that they do not present unnecessary risks to the environment or public. KUROTTEC Suppliers are expected to maintain safe, sanitary, and healthy work and living environments for all their employees and contractors, as applicable.

Such Supplier compliance are expected to include, among other things:

- Obtaining and maintaining environmental permits.
- Proper handling and disposition of hazardous materials.
- Monitoring, controlling, and responsibly treating discharges generated from operations.
- Conducting appropriate employee safety training and providing adequate safety equipment.
- Maintaining records of safety training and monitoring safety performance.
- Ensuring Suppliers comply with applicable health and safety rules and regulations and perform their duties and work in a manner which will not endanger themselves or others.
- Providing training required to promote sound public health and hygienic practices.

## Ethical Business Practices

KUROTTEC and its Suppliers are expected to conduct their businesses in accordance with the highest standards of ethical behavior. Suppliers are expected to conform to these requirements in each of the following areas:

### *a. Fair Trade Practices*

Suppliers are expected to not engage in collusive bidding, price discrimination, and anti-competitive antitrust or other unfair trade practices.

### *b. Ethical Sourcing*

Suppliers are expected to source goods or services from third parties that meet, as a minimum, country of origin standards for health and safety, working hours, pay, employment conditions, and environmental protection.

### *c. Relationships and Communications*

KUROTTEC's Business Ethics Policy is that all transactions are to be conducted fairly, honestly and with integrity, according to the highest ethical standards. Abuse or violation of this ethics policy is considered dishonesty. Suppliers and their personnel are expected to avoid even the appearance of unethical or compromising practices in relationships, actions, or communications with regard to existing or proposed business relationships with KUROTTEC.

KUROTTEC views it as a conflict of interest and improper business practice for current or former KUROTTEC employees to utilize any confidential or proprietary business, technical, or other information obtained while in the service of KUROTTEC to influence KUROTTEC's existing or proposed commercial transactions for the purpose of gaining a personal commercial advantage, or benefitting any third party, or to otherwise damage KUROTTEC, whether during or after leaving employment by KUROTTEC.

Suppliers are expected to not encourage or utilize current or former KUROTTEC employees in any manner, which would cause them to disclose or provide any confidential, proprietary, or other restricted information obtained while employed by KUROTTEC to influence KUROTTEC's existing or proposed commercial transactions for the purpose of gaining a commercial advantage.

KUROTTEC will take appropriate measures to detect any such improper business practices and will take appropriate action against current or former employees and Suppliers who violate these restrictions. Suppliers are expected to cooperate with KUROTTEC investigations and to provide reasonable assistance as requested.

*d. Bribery, Kickbacks and Fraud*

No funds, assets, services, privileges, or benefits are expected to be paid, rendered, loaned, or promised for payment or otherwise dispersed by Suppliers or their representatives as bribes, “kickbacks”, or other payments or inducements designed to influence or compromise:

- the judgment or conduct of KUROTEC, or its representatives.
- any third party to expedite the provision of goods, services, or personnel (including consultants) on behalf or for the benefit of KUROTEC or its representatives.

*e. Gifts, Gratuities and Hospitality*

Suppliers and their personnel are expected to not offer or provide KUROTEC or its personnel gifts, gratuities, or hospitality unless it is limited to a value of EUR 75 or the equivalent in any other currency. Examples of acceptable low-value gifts are logo inscribed pens, caps, shirts, and coffee mugs. Customary business practice in terms of hospitality would include the acceptance of reasonable business entertainment and business meals. Gifts, gratuities, and hospitality offered or extended by Suppliers to KUROTEC personnel who exceed the value limit or reasonable hospitality are reportable under internal KUROTEC policies and regulations.

For the avoidance of any doubt, KUROTEC pays business expenses for its employees. Suppliers are not required or requested to incur or reimburse business expenses for KUROTEC employees. Items which are made available to the general public do not fall under this policy.

*f. Human Rights and Modern Slavery*

Suppliers are expected to make sure that they protect internationally proclaimed human rights in their operations and do not directly or indirectly use forced, compulsory, or trafficked labor.

Suppliers based in the United Kingdom are expected to have systems and controls in place to make sure that modern slavery, as defined under the Modern Slavery Act of 2015 in the United Kingdom, is not present in their businesses or operations. Suppliers are expected to not engage in or support any form of child labor. This includes, but is not limited to, employing individuals under the legal minimum age for work according to applicable laws and regulations, as well as any form of forced or compulsory labor involving individuals under the age of 18. Suppliers are expected to make sure that all employees are of legal working age and adhere to international standards regarding child labor, including those outlined by the International Labour Organization (ILO) Convention No. 138 and No. 182.

*g. Anti-Money Laundering*

Suppliers and their personnel warrant that all funds used to provide goods, services, or personnel (including contractors) to KUROTEC or its representatives are from legitimate sources and that such funds do not constitute proceeds of criminal conduct or proceeds of terrorism financing or would otherwise be a breach of any antimoney laundering laws, any anti-corruption laws, or any counter-terrorist financing laws.

*h. Trade sanctions clauses*

Suppliers and their personnel warrant not to provide goods, services, or personnel (including contractors) in violation of any applicable export control laws and regulations, including those governing the destination, end use or end user.

If an export license or other government approval is required to export or reexport the Service, KUROTEC are expected to be responsible for obtaining the applicable export license or approval. Supplier are expected to fully cooperate by providing all relevant documents, data, the Export Control Classification Number (ECCN) or any other export control list numbers, schedule B classification code and/or the Harmonized Tariff Schedule classification code, and any other information necessary to obtain the appropriate license or approval.

## V. MONITORING, COMPLIANCE AND REPORTING

Suppliers are expected to be responsible for complying with the standards and requirements of this Supplier Code of Conduct and to monitor their own business activities. Suppliers are expected to conduct periodic internal reviews, inspections, and audits to ensure their compliance with this Supplier Code of Conduct and its applicable requirements. Additionally, Suppliers are responsible for ensuring that the standards and requirements of this Code are communicated and properly understood by their personnel working on or in support of KUROTEC projects, jobs, contracts, agreements, and orders. Suppliers will be held responsible for the conduct and actions of their employees.

Suppliers are to promptly disclose to KUROTEC, on a confidential basis, all current and potential incidents which give rise to the appearance of conflicts of interest and instances of unethical or fraudulent behavior by any party, including Supplier employees or KUROTEC employees, related to any KUROTEC procurement and contracts business. Suppliers are to cooperate with KUROTEC in any inquiries or investigations pertaining to past, current, or potential instances of unethical or fraudulent behavior or conflicts of interest related to any KUROTEC business activity.

Suppliers are to promptly notify KUROTEC when they become aware of any actual or potential violation of this Supplier Code of Conduct and to communicate plans to correct and remedy such violation. Additionally, Supplier employees who become aware of violations of this Supplier Code of Conduct are to notify KUROTEC.

Potential or actual violations of this Supplier Code of Conduct and other ethical irregularities are to be reported directly to the KUROTEC by email: [info@kurotec-kts.de](mailto:info@kurotec-kts.de)

Suppliers are expected to maintain appropriate records to substantiate compliance with the terms and conditions of this Supplier Code of Conduct and provide such evidence to KUROTEC upon request. KUROTEC or its designated representatives may engage in periodic monitoring activities to confirm Suppliers' compliance with this Supplier Code of Conduct. These monitoring activities may include on-site inspections of facilities, use of questionnaires, review of publicly available information, or other measures necessary to assess Supplier compliance with this Supplier Code of Conduct. Such monitoring activities may be performed in addition to any audit rights which may be set forth in an agreement with KUROTEC.

Suppliers will periodically, as per applicable contractual terms, provide all information, including about its impact on the environment and society, that KUROTEC requires to abide by its (reporting) obligations under applicable ESG laws.

Supplier performance assessment will be used by KUROTEC as a factor in the selection of bidders, the administration of contracts and procurements, or to possibly restrict Supplier access to new KUROTEC business opportunities.

Based on the assessment of information made available to KUROTEC, KUROTEC reserves the right (in addition to all other legal and contractual rights) to disqualify any potential Supplier or to terminate any relationship with a current Supplier which KUROTEC has found to be in violation of this Supplier Code of Conduct, without liability.

## VI. CONFIDENTIALITY

As part of the process of seeking to provide goods, services, or personnel (including consultants) to KUROTEC or in providing such goods, services, or personnel under the terms of an applicable Agreement, Suppliers may gain access to information or material, which KUROTEC deems to be proprietary or confidential. Suppliers, in all instances, are expected to comply with the obligations of confidentiality which are set forth in the applicable request for proposal, invitation to bid, other solicitation document, or agreement by and between KUROTEC and the Supplier. KUROTEC views breaches of confidentiality and unauthorized disclosure or use of proprietary or confidential information very seriously and reserves the right (in addition to all other legal and contractual rights) to disqualify any potential Supplier or to terminate any relationship with a current Supplier KUROTEC has found to have violated its obligations of confidentiality.

All advertising, press releases, or printed matter that reference KUROTEC or a Supplier's relationship with KUROTEC are required to be approved by the KUROTEC prior to publication or other use.

## **VII. APPLICATION**

This Supplier Code of Conduct is a general statement of KUROTEC's expectations and requirements with respect to its Suppliers. This policy should not be read instead of, but in addition to, any Supplier obligations set forth in:

a) requests for proposals, invitations to bid or other solicitation documents, or b) agreements by and between KUROTEC and the Supplier. In the event of a conflict between this policy and any KUROTEC solicitation documents or applicable agreements, the terms of KUROTEC's applicable solicitation documents or agreements are expected to prevail. The requirements of this policy are not subject to waiver. Neither KUROTEC nor its suppliers, their personnel, or representatives are authorized to propose or approve conduct inconsistent with this Supplier Code of Conduct.