

# **Supplier Code of Conduct | Supplier Code of Conduct of the Refratechnik Group**

Status:  
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## 1. Foreword

Compliance with the law is a matter of course for Refratechnik and all employees and is also reflected in the Refratechnik mission statement "Our business activities are defined by what is legal, but even more so by what is right.". Refratechnik treats people, the environment and animal welfare responsibly and also assumes economic, ecological and social responsibility along the supply chain.

This Supplier Code of Conduct therefore contains regulations on compliance with general human rights and environmental protection, which we impose not only within the Refratechnik Group but also on our suppliers as respectful principles for the protection of human rights and compliance with laws for the protection of the environment.

The fundamental values are anchored in this Supplier Code of Conduct. The following requirements represent our minimum requirements for our suppliers for joint cooperation. We encourage our suppliers to introduce more extensive behavioral guidelines for themselves and their employees, taking into account their specific needs.

Insofar as our suppliers make use of sub-suppliers, subcontractors or other third parties, it is the responsibility of the suppliers to agree the following principles and obligations with them on their own responsibility.

We encourage these principles and obligations to be addressed along the supply chain, as this is the only way to ensure that fundamental human rights, fair working conditions, occupational safety and environmental protection are consistently upheld.

## 2. Our Supplier Code of Conduct - Objectives and scope of application

The Supplier Code of Conduct applies to all legal and natural persons who sell or provide goods and/or services to the Refratechnik Group themselves or via third parties, for example affiliated companies, intermediaries, commercial agents or subcontractors (all hereinafter referred to as "Suppliers") and is included in all current and future contractual relationships. Refratechnik Holding GmbH and all companies in which Refratechnik Holding GmbH holds a direct or indirect interest of at least 50% are considered companies of the Refratechnik Group within the meaning of this Supplier Code of Conduct.

The Supplier Code of Conduct available on the Refratechnik homepage shall apply in the current version at the time when a contract was last concluded between the Supplier and the Refratechnik Group, whereby the Supplier shall be free at any time to refer to a more recent version instead.

## 3. Obligation to comply with the regulations of the Code of Conduct

The supplier undertakes to comply with the content and principles of this Supplier Code of Conduct as the basis of the joint business relationship within the scope of its business activities. The obligation to comply with these standards relates to suppliers and their employees, but suppliers are also expected to address these principles appropriately in their dealings with their own suppliers. Only by consistently incorporating these principles and obligations towards suppliers' own subcontractors can it be ensured that fundamental human rights, occupational safety, fair working conditions and environmental protection are respected and upheld in the supply chain.

In particular, the supplier undertakes to cooperate and tolerate measures to ensure compliance with all contractual requirements with regard to the protection of human rights and the environment.

Serious breaches of this Supplier Code of Conduct may result in the termination of the business relationship (further details in section 4).

### 3.1 Law-abiding behavior

We expect our suppliers to comply with all relevant regulations and international and national laws that apply in the places where they operate.

If a delivery or service is intended for export, it must also comply with the legal provisions of the country of destination.

Violations of the law must be avoided under all circumstances. If the requirements of this Supplier Code of Conduct go beyond the locally applicable laws and regulations, our rules and regulations are binding. Our suppliers undertake to protect the legal positions listed in this Supplier Code of Conduct and set out in the Supply Chain Duty of Care Act with regard to human and labor rights, environmental protection, resource planning, integrity and the prevention of corruption.

The supplier must inform us immediately of any contradictions between the Supplier Code of Conduct and locally applicable law.

### 3.2 Social responsibility: human rights and working conditions

It is our aspiration that universal human and fundamental rights are also respected in working life. This includes adequate safety standards, appropriate protective measures and measures to prevent excessive physical and mental fatigue.

#### 3.2.1 Protection of children and young people

Child labor may not be used in any phase of the production or processing process. The minimum age for admission to employment must not be less than the age at which compulsory schooling ends and in no case less than 15 years. All locally applicable regulations and laws for the protection of children and young people must also be complied with. Children and young people who have not reached the age of 18 may not be exposed to any activity that is harmful to their health, safety or morals due to its nature or the circumstances in which it is carried out.

#### 3.2.2 Prohibition of slavery, forced and compulsory labor

We expect our suppliers not to practice, economically benefit from or accept any form of slavery, slavery-like conditions or forced labor. This includes any labor or service that is exacted from any person under the menace of any penalty and for which the person has not offered himself voluntarily, modern slavery, involuntary or exploitative prison labor, human trafficking or other forms of exploitation. Direct or indirect coercion through violence and/or intimidation, psychological, sexual and/or physical violence, coercion or harassment of workers is not acceptable. We insist on this from both our suppliers and their suppliers.

### 3.2.3 Prohibition of disadvantage and discrimination

We expect our suppliers to treat all people and in particular their employees with respect, without prejudice and in particular without discrimination. Any kind of discrimination or disadvantage, in particular due to national and ethnic origin, social background, health status, disability, sexual orientation, age, gender, pregnancy, political opinion, religion, ideology or other personal characteristics must be avoided.

### 3.2.4 Respect for freedom of association and employee rights

All employees have the right to join and form associations of their choice, to negotiate collectively and to exercise collective rights (e.g. freedom of association, right to collective bargaining, right to strike). Employees must not suffer any disadvantages as a result of forming or participating in trade unions or interest groups.

### 3.2.5 Working hours and remuneration

We expect our suppliers to comply with the laws regarding working hours and in particular to comply with the maximum number of daily / weekly hours. Working hours (including overtime) must comply with the applicable law or the respective industry standards, whichever is stricter. We expect our suppliers to pay their employees appropriately and adequately and to observe applicable regulations on minimum wages and remuneration. The wages paid must at least correspond to the statutory/ collectively agreed minimum wage or the minimum wage customary in the industry in the respective country. Unequal treatment (e.g. unequal pay for work of equal value) must not take place.

### 3.2.6 Natural resources and protection against unlawful seizure of land, forests or waters

We expect our suppliers to respect and protect the natural foundations of human life. Harmful soil, water or air pollution, as well as noise emissions or water consumption which, for example, prevent the basics of food supply, access to clean drinking water or the appropriate use of sanitary facilities, must be avoided. Nor may the health of any person be harmed as a result. Lands, forests and waters that serve as the basis of a person's livelihood may not be unlawfully taken or forcibly evacuated for the purpose of acquisition, development or other use.

### 3.2.7 Protection from attacks by security forces

If third parties (private or public security forces) are employed to protect the company's project, suppliers must ensure through instruction and monitoring that the basic rights of workers are protected. This means in particular a ban on torture, cruel, inhuman or degrading treatment or injury to life or limb.

### 3.2.8 Occupational health and safety

We want people to be able to carry out their work safely and without permanent physical impairment. We therefore expect our suppliers to ensure a safe and healthy working environment. Necessary measures should be taken (e.g. protective equipment, emergency plans) that are suitable for preventing damage to health and accidents in

connection with the performance of the activity. These measures must at least comply with the applicable national regulations and must always be geared towards improving health and safety measures in the future.

### 3.3 Environmental protection and resource conservation

Our aim is to have as little impact on the environment as possible and to promote environmental protection and the preservation of natural resources.

#### 3.3.1 Environmental regulations and reduction of energy consumption

We expect our suppliers to act responsibly. Suppliers are required to set themselves targets and take appropriate measures to continuously reduce hazardous air emissions, greenhouse gas emissions and energy consumption and keep them to a minimum.

#### 3.3.2 Sustainability

Conserving resources is essential for us and forms the basis for sustainable production. We encourage our suppliers to increase the resource efficiency of the materials they use and to minimize their environmental impact. We expect our suppliers to consistently follow the principle of sustainability and also to act in an environmentally conscious manner with regard to the amount of waste and waste water produced (e.g. through recycling measures and the reuse of materials).

#### 3.3.3 Ban on hazardous substances and waste

In order to prevent environmental risks, suppliers must comply with the provisions of the Minamata Convention with regard to the manufacture of mercury-added products, the use of mercury and mercury compounds in manufacturing processes and the treatment of mercury waste.

The bans on persistent organic pollutants ("POPs") laid down in the Stockholm Convention apply to the production and use of chemicals. The handling, collection, storage and disposal of waste must be organized in an environmentally sound manner in accordance with the requirements of the applicable legal system and the Stockholm Convention. Suppliers must comply with the bans on the export and import of hazardous waste as defined by the Basel Convention. We expect our suppliers to observe these regulations as minimum standards.

### 3.4 Integrity, anti-corruption

It is our aim to always act within the framework of laws, regulations and standards - and we always follow the principles of integrity in our actions. We also expect this behavior from our suppliers.

#### 3.4.1 Anti-corruption/ bribery

We pursue a zero-tolerance policy towards bribery and corruption. We also expect our suppliers and their employees to neither actively participate in corruption nor tolerate corruption and to take appropriate measures to avoid such behavior. Even the appearance of corrupt actions or bribery must be avoided. Our suppliers are required to make decisions solely on an objective basis and not to allow themselves to be influenced by personal and private financial interests. Under no circumstances may benefits be offered, promised or granted in return for an official or business decision or in expectation of preferential treatment. We expect business conduct that is based on fairness and compliance with the applicable national and international regulations.

### 3.4.2 Fair competition

We expect our suppliers to behave fairly in competition and to refrain from unfair competition. The applicable national and international competition and antitrust laws must always be applied and observed. Unlawful agreements restricting competition or the exploitation of a dominant market position must be avoided. Any unauthorized exchange of information relevant to competition is prohibited.

### 3.4.3 Confidentiality and data protection

We expect our suppliers to protect the personal and confidential data and information they receive in the course of their business activities, as well as trade and company secrets, and to handle them with care. The applicable national and international regulations of data protection law must be complied with.

## 4. Responsibility of suppliers

- (1) **Obligation to cooperate:** The Supplier shall cooperate with Refratechnik in all matters relating to compliance with the obligations under paragraphs (1) and (2). The Supplier shall provide the necessary support to enable Refratechnik to fulfill its own legal obligations, in particular to develop a concept and a schedule for appropriate and effective measures ("Corrective Action Plan") in order to end any infringements or to mitigate effects that have already occurred.
- (2) **Remedial measures:** If there are indications of a violation of human rights or environmental obligations by a direct supplier of the Supplier, the Supplier shall initiate appropriate remedial measures with the aim of ending the violation; Refratechnik shall provide the Supplier with appropriate support in this regard. The Supplier shall document the facts of the case and the measures taken internally and communicate these to Refratechnik on request. Insofar as a breach cannot be ended in the foreseeable future, the Supplier shall immediately develop a schedule for appropriate and effective measures ("Corrective Action Plan") together with Refratechnik to deal with the situation.
- (3) **Duty to inform and right to audit:** Refratechnik is entitled to satisfy itself of the Supplier's compliance with the duties of care agreed under paragraphs (1) and (2). The parties shall regularly exchange information on this. If necessary in individual cases, Refratechnik reserves the right to carry out audits at the Supplier's location. For the purpose of clarifying risks or infringements in connection with this Code of Conduct, the Supplier shall

tolerate that employees of Refratechnik or authorized third parties carry out appropriate checks at all potentially affected operating sites of the Supplier and inspect the Supplier's risk-relevant documents.

- (4) Complaints mechanism: In the event of actual indications of risks or violations of the contents of the Supplier Code of Conduct, the supplier must contact Refratechnik immediately via the complaints mechanism. Our complaints mechanism is accessible via our homepage at <https://www.refra.com/de/Umweltbelange-und-Menschenrechte/>. The report should include information about the risks or violations of the obligations arising from the Supplier Code of Conduct in the Supplier's own business area or in the Supplier's own supply chain. The supplier is obliged to provide appropriate information within its own company and to its own direct suppliers about the possibility of reporting (potential) violations via the complaints mechanism. To this end, the supplier shall inform its employees about the accessibility and anonymous usability of the grievance mechanism in a way that is understandable and suitable for the addressees.
- (5) Suspension of the business relationship: Refratechnik is entitled, without being obliged to pay damages or other compensation, to suspend the business relationship until termination of the infringement.
- (6) Termination of the business relationship: Prior to and in addition to all other provisions in the contract, Refratechnik shall have a special right of termination for good cause, without Refratechnik being obliged to pay damages or other compensation in the event that this special right of termination is exercised, if
  - the supplier seriously or continuously breaches an obligation under paragraph (1) or (2) or tolerates such a serious or continuous breach, or
  - the supplier enables, promotes or tolerates a serious violation of one of the legal interests protected by paragraphs (1) and (2) through an abusive arrangement or circumvention of the obligations set out in paragraphs (1) and (2), or
  - Refratechnik has information that gives rise to a strong suspicion of a breach of duty in accordance with the above subsections

and the Supplier does not remedy the situation in an appropriate manner despite a complaint and the setting of a reasonable deadline by Refratechnik and does not at the same time take suitable measures to ensure that the fulfillment of the obligations under paragraphs (1) and (2) is ensured in the future.

- (7) The Supplier shall indemnify Refratechnik in full against all claims directed against Refratechnik by alleged victims of human rights violations or of violations of environmental concerns and by non-governmental organizations or other claimants, if and to the extent that such a claim is based on a breach of obligations under paragraph (1) or (2) committed or accepted by the Supplier. Any contributory causation by Refratechnik shall be taken into account appropriately. The parties shall agree in confidence on the defense or settlement and suitable measures as well as the communication concept.
- (8) The Supplier is aware that Refratechnik must provide the authorities and the public with information on the measures taken to ensure a secure supply chain. On request, the Supplier shall support Refratechnik in this respect by providing the necessary details and information free of charge. Both parties shall coordinate with each other in a trusting manner if necessary and in questions of public relations.

Place, date

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(Company and signature/s of supplier)

Refratechnik Group, April 2024