

# Business Partner Guideline

## KAMAX Group

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## **I. Foreword**

The KAMAX Group with all its affiliated companies assumes social, ecological and economic responsibility as part of its corporate policy. All companies of the KAMAX Group and their employees are obligated to live up to this responsibility through a uniform code of conduct. The KAMAX Group also expects its business partners to assume social, ecological and economic responsibility.

The requirements of the Business Partner Guideline (BPG) listed below and its implementation are considered the basis for a successful business relationship between the KAMAX Group and the business partner. The KAMAX Group expects its business partners to implement these requirements.

## **II. Scope**

The term "business partner" includes all business partners of the KAMAX Group, in particular suppliers, service providers and consultants. The term "employees" in the following always includes all male, female and diverse employees, executives, management and other people who work for or on behalf of the business partner.

The requirements of the BPG apply to all business between the KAMAX Group and its business partners. Beyond this business relationship, the business partners are committed to ensuring that the requirements contained in the BPG are also complied with by their business partners and along their supply chain in an appropriate, comparable form.

## **III. Basic requirements**

### **A. Responsibility for the reputation of the KAMAX Group**

The behavior and performance of our business partners can have a direct impact on the reputation of the KAMAX Group. Business partners must therefore behave in such a way that KAMAX reputation is not impaired. All products and services with which the business partner supplies the KAMAX Group must meet the legally and contractually defined criteria for quality and safety upon delivery, and must be safe to use for their intended purpose.

## **B. Law-abiding behaviour**

We expect the business partner to be familiar with all relevant laws and regulations, as well as the additional requirements contained in the BPG, and to ensure that these are complied with by its employees.

We regard the business partner's compliance with the law to be the basis of our business relations. Should the laws and regulations applicable in the respective country be less restrictive than this BPG, the BPG is to be regarded as the minimum requirement.

## **C. Equality and human rights**

The business partner shall treat all people with respect and honesty. It shall comply with fundamental human rights, such as those contained in the United Nations Universal Declaration of Human Rights and the Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy of the United Nations International Labour Organization. In particular, but not conclusively, the prohibition of forced and child labor, as well as the prohibition of human trafficking. Furthermore, it undertakes to provide adequate wages, social benefits and working hours, as well as to respect trade union freedom and to comply with other fair working conditions.

The business partner is obliged to ensure that all employees are treated equally in his company. There shall be no discrimination or harassment on the basis of sex, age, race, color, ethnicity or nationality, citizenship, religion or belief, physical or mental disability, veteran status, sexual orientation or any other characteristic protected by applicable law.

## **IV. Social responsibility**

### **A. Working conditions**

In addition to the human rights related to working conditions, the KAMAX Group also expects its business partners to comply with the following working conditions.

We expect compliance with the guidelines as described in the UN Global Compact initiative and the UN Guiding Principles on Business and Human Rights.

## **B. Occupational health and safety**

The business partner shall comply with the respective occupational health and safety and fire protection laws. He undertakes to comply to safety standards regarding the provision and maintenance of the workplace and equipment. Furthermore, he ensures that his employees receive sufficient instructions to be able to perform their tasks safely and correctly and that suitable protective measures (e.g. against chemical substances) and measures to prevent physical and mental fatigue are followed. All occupational health and safety measures and equipment must be provided free of charge for all affected employees

## **C. Working hours and wages**

Working hours must comply with the respective national legal requirements. At least the international standard of the ILO (max. 48 hours per week with a break of min. 24 hours every seven days) must be observed.

The business partner undertakes to pay fair and reasonable wages, at least at the level prescribed by local law (minimum wage) to all its employees.

The business partner must also explicitly demand the requirements on working hours and wages from its business partners, in particular suppliers along its supply chain.

## **D. Trade union freedom**

The Business Partner shall comply with all legal provisions concerning the right of employees to form trade unions and works councils, to join or not to join a trade union of their own choice, and the right to defend their interests through appropriate industrial action (e.g. strike).

## **V. Proper business conduct**

### **A. Conflicts of interest**

We expect the business partner to take all necessary steps within reasonable limits to prevent conflicts of interest of its employees in their professional activities towards the KAMAX Group and in general. If conflicts of interest exist, the business partner must react appropriately in order to end the conflict of interest. Any conflicts of interest that become known in connection with the business relationship with the KAMAX Group must be reported to KAMAX immediately.

#### **1. Gifts, invitations and other benefits**

As a general rule, neither the business partner nor his employees may use their market position or professional status to demand, receive or grant gifts, invitations, gratuities or other such of benefits.

Occasional gifts of small value may be received or given if this is compatible with the applicable law and if the granting or acceptance is not in temporal connection with offer, contract or price negotiations. If in doubt, the grantor and the recipient must first ask their supervisor for permission to grant or accept the gift, invitation or other benefit. Unlawfully given or accepted gifts must be reclaimed or returned.

The Business Partner and its employees are not permitted to offer, solicit or receive gifts, invitations or other gratuities from public officials or other state officials.

The above requirements also apply in cases where the Business Partner or its employees wish to receive benefits for the benefit of third parties, even if such requests are referred to as sponsoring or similar.

The Business Partner and its employees may grant or accept gifts, invitations and other benefits from the KAMAX Group or its employees only in accordance with the applicable version of the "Gift & Entertainment Policy" of the KAMAX Group.

#### **2. Contracting**

The KAMAX Group is committed to assessing each potential business partner equally, honestly and without prejudice, especially when initiating business and awarding contracts. We expect our business partner to comply with the same obligations and in turn demand the same from their business partners. Each employee must inform his or her supervisor of any personal interest he or she may have in connection with the performance of his or her job duties. No employee may receive

a personal advantage in the awarding of contracts. This is particularly the case if the employee exercises or can exercise a direct or indirect influence with regard to the acceptance of a contract with the KAMAX Group by the respective company.

## **B. Fair competition**

The principle of integrity also applies to market share competition. The business partner and all its employees are obliged to comply with the rules of fair competition. In particular, violations of antitrust law are to be refrained from. This includes negotiating price or capacity adjustments on the part of business partners and their competitors.

In addition, it is prohibited to enter into non-competition agreements with a competitor, to submit false bids in tenders, or to partition customers, territories or production programs.

The business partner shall ensure that the respective applicable laws against money laundering are complied with and, upon request, shall provide corresponding evidence in the form required by the KAMAX Group.

## **VI. Information Management**

### **A. Confidentiality**

The business partner undertakes to comply with all laws relating to data protection and information security, as well as all other official regulations, when collecting, storing, processing, transmitting and passing on information which he receives from the KAMAX Group. He shall treat the information he receives from the KAMAX Group as confidential. Confidential information includes, but is not limited to, information about research and development projects, know-how, order situation, prices, future strategies and customers.

The business partner undertakes to oblige his employees to secrecy in a suitable form, which ensures sufficient protection for the information of the KAMAX group. With regard to the information received by the business partner from the KAMAX Group, the business partner shall also conclude a confidentiality agreement with its other business partners, which is comparable to its obligations under the confidentiality agreements with the KAMAX Group.

The obligation to maintain secrecy shall also apply after termination of the business relationship with KAMAX.

## **B. Information Security**

The business partner shall ensure that it manages its information systems with reasonable care. Confidential information and data of the KAMAX Group shall be protected against access by unauthorized persons by means of appropriate (technical) protection.

## **C. Records and reporting**

We expect our business partner to communicate and report accurately and truthfully. This applies equally to the business partner's other relationships, especially with employees, customers, suppliers, other business partners, investors, the public and all government authorities.

All records and reports prepared internally or distributed externally must be accurate and truthful. In accordance with the principles of proper maintenance of accounts, data and other records, they must always be complete, accurate, timely and system-compliant. The requirement regarding truthful statements also applies to expense accounts.

# **VII. Dealing with resources**

## **A. Environmental protection**

For the KAMAX Group environmental protection and the conservation of natural resources are a matter of course. Active global environmental management ensures compliance with laws and sets high standards. The business partner is expected to target an environmentally friendly design during product development. Consequently, our business partners and their business partners are also responsible for complying with the environmental protection laws and regulations that apply to them, for minimizing negative effects on the environment and for continuously improving their environmental protection.

Natural resources, including energy and water, must be used sparingly and their consumption must be minimized. To improve air quality, all discharges of pollutants into the air and greenhouse gas emissions must be reduced as far as possible or avoided altogether. To reduce water pollution, emissions to water must be eliminated or at least reduced as far as possible.

In the sense of responsible chemical management, only chemicals with a low impact on humans and the environment must be used as far as possible. The substances are to be used sparingly. Safety must be ensured when handling, transporting, storing, using, recycling or reusing and ultimately disposing of these substances.

When developing, manufacturing, using and otherwise applying products, as well as other activities, the business partner takes into account the avoidance of unnecessary waste, reuse and recycling, as well as the safe environmentally friendly disposal of residual waste, chemicals and wastewater.

In the management of waste generated in the company and in production, a hierarchical principle is to be applied: avoidance, reuse, treatment or recycling or other recovery before final disposal.

The Business Partner shall comply with the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal.

Furthermore, he shall ensure that he performs, measures and controls the aforementioned environmental protection efforts in an appropriate manner, as well as make available upon request the documents prepared in this regard in the form required by the KAMAX Group.

## **B. CO<sub>2</sub>eq.-emissions**

Our business partners, especially suppliers of production materials, have a high share in the CO<sub>2</sub>eq. footprint of our products.

Therefore, we expect full transparency from all business partners regarding their emissions data, as well as related upstream activities (Scope 1, 2 and 3 emissions as defined by the Green House Gas Protocol). We expect them to take sustainable and effective measures to permanently reduce direct and indirect CO<sub>2</sub>eq. -emissions in the long term. In addition, we expect a commitment to comply with the "Paris Agreement" with the aim of achieving a complete reduction in CO<sub>2</sub>eq. emissions across the entire supply chain. For suppliers of strategically important product groups, we furthermore expect willingness to participate in joint projects, workshops, surveys, etc. on the topics of CO<sub>2</sub>eq. -emissions and sustainability.

## **C. Conflict Minerals**

The KAMAX Group is committed to complying with the provisions of the Dodd-Frank Wall Street Reform Act, consumer protection, and related implementing regulations regarding conflict minerals identified therein, including regulations issued by the Securities Exchange Commission. The business partner confirms that the products it manufactures or purchases do not contain any conflict minerals (in particular tantalum, tin, tungsten) as raw material, component or additive. To the extent that conflict minerals are contained in the products, the Business Partner agrees to exercise due diligence as required by the Dodd-Frank Act and to conduct proper reporting to KAMAX Group on the sources and chain of custody of conflict minerals.

The business partner is obliged to provide the above-mentioned reporting in the format specified by the format specified by the KAMAX Group and to respond promptly to requests regarding the granting of compliance information.

The business partner must ensure that it complies with the above requirements by means of an appropriate and suitable management system. He is obliged to ensure that the materials in the products he manufactures or distributes do not directly or indirectly finance or support armed groups and do not violate human rights in his or any other country.

#### **D. Supply chain due diligence**

We expect our business partners to assess risks within their supply chain and to take appropriate measures to minimize and avoid them. In case of reasonable suspicion of violations and to safeguard supply chains with increased risks, the business partner must disclose the supply chain to the KAMAX Group. The business partner shall not unreasonably refuse disclosure. The business partner must ensure in an appropriate form that the relevant laws and the requirements of the BPG are also complied with by its business partners, as well as along the supply chain. Any detected violation must be evaluated within an appropriate time frame and remedied on the business partner's own responsibility. The costs for this are not borne by the KAMAX Group.

#### **viii. Audit rights**

The KAMAX Group reserves the right to verify compliance with the requirements by appropriate means. This can be done in particular, but not conclusively, by means of audits or questionnaires. For this purpose, the business partner shall provide the necessary information. If necessary, the business partner shall enable an audit to be carried out by the KAMAX Group or by third parties commissioned by us. The business partner and the KAMAX Group shall each bear their own costs.

Any identified violation of the BPG requirements must be stopped immediately and the Business Partner must ensure that the violation does not recur.

## **IX. Violations of the Business Partner Guideline**

The business partner must report violations of the Business Partner Guideline to the KAMAX Group. The business partner must also report violations by employees of the KAMAX Group.

For these reports and for questions regarding the Business Partner Guideline, the Business Partner can send an e-mail to [compliance.helpline@kamax.com](mailto:compliance.helpline@kamax.com) or use the whistleblower system on the KAMAX homepage at the following link or by scanning the QR code:

<https://www.kamax.com/unternehmen/verantwortung/> .



## **X. Approval of the Business Partner Guideline**

The Business Partner acknowledges the requirements of the Business Partner Guideline and undertakes to comply with the Business Partner Guideline as an indivisible and mandatory part of its business relationship with the KAMAX Group. He is also obliged to familiarize himself with the business practices of his own suppliers and to agree with them that they comply with this Business Partner Guideline or a code of conduct comparable to it.

\_\_\_\_\_ hereby expressly confirms its acceptance of and compliance with this Business Partner Guideline.

Signature of the authorized person(s):

.....  
Place / Date

.....  
Signature

Company:  
Address:

Name:  
Function:

.....  
Place / Date

.....  
Signature

Company:  
Address:

Name:  
Function: