

SUPPLIER CODE OF CONDUCT

I.	PREAMBLE	3
II.	WORK	4
	1. CHILD LABOUR AND YOUNG EMPLOYEES	4
	2. FREE CHOICE OF EMPLOYMENT	4
	3. APPROPRIATE WORKPLACE CONDITIONS.....	4
	4. WORKING HOURS AND REST BREAKS	4
	5. WAGES AND SOCIAL BENEFITS IN ACCORDANCE WITH THE LAW	5
	6. HUMAN TREATMENT	5
	7. PROHIBITION OF DISCRIMINATION	5
	8. FREEDOM OF ASSOCIATION.....	5
III.	HEALTH AND SAFETY	6
	1. WORKPLACE SAFETY	6
	2. WORK AREA.....	6
	3. REGULATED EMERGENCY PRECAUTIONS.....	6
	4. PREVENTION OF OCCUPATIONAL ACCIDENTS AND OCCUPATIONAL DISEASES.....	7
	5. COMPENSATION FOR PHYSICALLY STRESSFULL WORK	7
	6. MACHINE SAFETY.....	7
	7. HEALTH AND SAFETY INFORMATION	7
	8. PERSONAL PROTECTIVE EQUIPMENT.....	7
IV.	ENVIRONMENT	8
	1. ENVIRONMENTAL PROTECTION	8
	2. COMPLIANCE WITH ENVIRONMENTAL PERMITS AND REPORTING REQUIREMENTS...8	
	3. REDUCTION OF RESOURCES AND POLLUTION PREVENTION	8
	4. HANDLING OF HAZARDOUS SUBSTANCES	8
	5. RESPONSIBLE DISPOSAL AND RECYCLING	9
	6. EMISSION DISCHARGE AND REDUCTION	9
	7. COMPLIANT HANDLING OF RESTRICTIONS ON PRODUCT INGREDIENTS.....	9
	8. WATER PROTECTION	9
	9. PROHIBITION OF UNLAWFULL EVICTION.....	9
	10. EMPLOYEE INFORMATION ON ENVIRONMENTAL TOPICS AND ISSUES.....	9
V.	MARKET BEHAVIOR AND ETHICS	10
	1. BUSINESS INTEGRITY	10
	2. TRANSPARENCY	10
	3. PROTECTION OF INTELLECTUAL PROPERTY.....	10
	4. NON-DISCLOSURE AND INSIDER KNOWLEDGE.....	10
	5. COMPLIANCE WITH ANTITRUST AND COMPETITION LAW	10
	6. PROTECTION OF IDENTITY AND PROHIBITION OF RETALIATION.....	11
	7. RESPONSIBLE MANAGEMENT OF TRADING IN CONFLICT MINERALS.....	11
	8. DATAPROTECTION AND CYBERSECURITY	11
	9. FAIR INTERNATIONAL TRADE.....	11
VI.	RESPONSIBILITY WITHIN THE SUPPLY CHAIN	12
	1. DISCLOSURE OF OBLIGATIONS	12
	2. DEALING WITH OF VIOLATIONS	12
	3. DOCUMENTATION UND RISK MANAGEMENT	12
VII.	REPORTING OF POTENTIAL VIOLATIONS	13
VIII.	GENERAL INFORMATION	14

I. PREAMBLE

OUR GLOBAL PRESENCE AND COMMERCIAL ACTIVITIES COME WITH A SPECIAL RESPONSIBILITY. WE ARE CONSCIOUS OF THIS AND ACT ACCORDINGLY. WE EXPECT OUR SUPPLIERS TO COMPLY WITH THE SAME SOCIAL AND ENVIRONMENTAL STANDARDS TO WHICH WE ARE COMMITTED.

The BENTELER Supplier Code of Conduct (hereinafter "Code" or "Code of Conduct") has been developed in order to ensure that employees throughout the entire supply chain are employed under conditions that guarantee that they are treated with respect and dignity and that the companies conduct their business in an environmentally friendly and ethically correct manner.

The Code aims to strengthen the mutual understanding between BENTELER and its suppliers with regard to sustainability and human rights in the supply chain. The supplier shall ensure that its employees are aware of, understand and comply with the obligations contained in this Code. The aim is to exceed the statutory requirements and to utilize internationally recognized standards to advance the willingness to accept social and environmental corporate responsibility as well as to strengthen the awareness regarding business ethics.

The requirements stipulated in this Code constitute minimum requirements; should applicable local law specify stricter requirements, these must of course be complied with and shall take precedence over the provisions laid down in this Code.

This Code is valid for any company that develops, produces, or provides and/or markets goods or services for companies of the BENTELER Group (hereinafter "supplier").

BENTELER itself is obliged by local and international laws as well as by the contractual terms of its customers to adhere to the following principles of conduct and to comply with its own business activities and decisions. In addition, we also oblige our suppliers and their subcontractors to comply with these principles.

Salzburg / Paderborn, September 2022

BENTELER International AG
The Board

BENTELER Business Services
The Management Board

BENTELER Automotive
BENTELER Steel/Tube
The Executive Boards

II. WORK

THE SUPPLIER ACKNOWLEDGES THAT THE HUMAN RIGHTS OF ALL EMPLOYEES MUST BE RESPECTED AND THAT ALL EMPLOYEES MUST BE TREATED WITH DIGNITY AND RESPECT IN ACCORDANCE WITH THE UNDERSTANDING OF THE INTERNATIONAL COMMUNITY AND THAT THEIR HEALTH MUST BE PROTECTED. THIS ALSO APPLIES TO TEMPORARY AND MIGRANT WORKERS AND WORKING STUDENTS.

The resulting labour standards are in particular the following:

1. CHILD LABOUR AND YOUNG EMPLOYEES

Child labour is not tolerated. The supplier is committed to the protection of children and young employees, in accordance with the internationally recognized standard. In particular, he does not employ children under the age of 15 and strictly adheres to the relevant regulations on the minimum age and on the forms of child labour prohibited for children under 18 years of age.

2. FREE CHOICE OF EMPLOYMENT

- a) No forced labour or work based on human trafficking shall be used. This also includes transporting, housing, employing, referring or recruiting persons for the performance of work or services using threats, violence, coercion or by means of kidnapping, demanding the performance or charging of so-called recruiting fees or fraud/deception about the work to be performed itself.
- b) Employees must be put in a position to terminate their employment relationship or to be able to leave their work in compliance with the legal or employment contract conditions.
- c) Employers shall not withhold, destroy, hide, confiscate, or deny employees access to their identification documents, immigration documents, or work permits – except when such temporary withholding is required by law or serves the purpose of legitimizing the employment relationship.
- d) The content and scope of the work to be performed must be communicated in an intelligible language.

3. APPROPRIATE WORKPLACE CONDITIONS

- a) Employers shall not inappropriately restrict their employees' freedom of movement at the work site.
- b) There shall not be any inappropriate restrictions on entering or leaving the work facility and/or any staging areas or accommodations provided by the supplier.
- c) Access to safe drinking water and sanitary facilities may not be impaired or restricted at any time.
- d) The health of the mother and child during pregnancy shall be protected in accordance with internationally recognized standards.

4. WORKING HOURS AND REST BREAKS

- a) The weekly working hours shall not exceed the maximum number of hours applicable under local law.
- b) Sufficient rest breaks shall be provided.
- c) Leave shall be granted in accordance with local law.
- d) Maternity protection and maternity leave requirements shall be complied with.

5. WAGES AND SOCIAL BENEFITS IN ACCORDANCE WITH THE LAW

- a) The remuneration paid to employees must comply with local laws on remuneration, which include laws regarding minimum wage, overtime, and social benefits stipulated by law.
- b) Any use of temporary employees, the secondment of employees, and the outsourcing of work must be carried out in compliance with local legal regulations.

6. HUMAN TREATMENT

- a) Internationally recognized human rights shall be respected at all times - the supplier shall ensure that all its employees recognize and respect this.
- b) Brutal or inhumane treatment of employees is prohibited. This also includes sexual harassment, sexual abuse, physical punishment, mental or physical coercion, as well as verbal attacks and bullying. The same also applies to the threat of such treatment. These prohibitions also apply to the use of internal and external security forces.

7. PROHIBITION OF DISCRIMINATION

- a) The supplier undertakes not to tolerate any harassment or unlawful discrimination in its workforce or between its employees.
- b) Suppliers shall not discriminate against employees on discriminatory grounds in their hiring and employment practices, such as compensation, promotions, awards, medical examinations, and access to training opportunities.
- c) Examples of such reasons are: Ethnic origin, social origin, health status, pregnancy, disability, religion, belief, skin colour, age, gender, sexual orientation, union membership, political affiliation or marital status. This listing does not claim to be complete.
- d) Working papers and information are to be made available in generally understandable language in order to avoid disadvantages due to language barriers and resulting risks.
- e) As a matter of principle, employees should be able to practice their religion.

8. FREEDOM OF ASSOCIATION

- a) Suppliers must respect the right of all employees to form or join unions and/or works councils of their choice, in accordance with local legislation.
- b) Trade unions shall be free to operate at the supplier's premises in accordance with local law, including the right to strike and the right to collective bargaining.
- c) Supplier employees shall be able to communicate openly with management without fear of discrimination, reprisal, intimidation or harassment, and to express ideas and concerns about working conditions and management practices.

III. HEALTH AND SAFETY

THE SUPPLIER DECLARES ITS WILLINGNESS TO PROVIDE A WORKING ENVIRONMENT FOR ALL EMPLOYEES THAT ENSURES AND, WHERE POSSIBLE, EXCEEDS HEALTH AND SAFETY STANDARDS IN ACCORDANCE WITH LOCAL LAWS.

The standards in the area of health and safety are in particular:

1. WORKPLACE SAFETY

- a) It should be ensured that emergency exits and fire alarm systems are in place, up-to-date, and regularly maintained. Evacuation exercises shall be conducted regularly.
- b) If employees are exposed to possible safety and/or health risks, the supplier must prevent these risks by taking appropriate countermeasures, through technical and administrative control mechanisms, preventive measures such as maintenance, safe work procedures and regular training of employees.
- c) If the hazards cannot be eliminated by the above means, employees should be provided with appropriate personal protective equipment.
- d) Employees should be encouraged to raise safety concerns.

2. WORK AREA

- a) The potential risks associated with contact with, e.g. chemical, biological, ergonomic, or physical risks (e.g. noise, cold, heat, electromagnetic fields, artificial optical radiation, explosive atmospheres) must be identified, evaluated, and monitored.
- b) Suitable monitoring activities and countermeasures must be introduced in order to prevent excess exposure to working substances.
- c) If risks cannot be eliminated by the aforementioned measures, the employees must be provided with suitable protective equipment.

3. REGULATED EMERGENCY PRECAUTIONS

Supplier is committing to implement the following emergency preparedness tools:

- An emergency notification system
- Evacuation measures
- Training and emergency exercises for employees
- Existence of appropriate fire detection and extinguishing equipment
- Any measures that the supplier itself considers necessary.

4. PREVENTION OF OCCUPATIONAL ACCIDENTS AND OCCUPATIONAL DISEASES

- a) Accidents at work and occupational illnesses are to be prevented by corresponding procedures and systems. However, if they should occur, corresponding procedures must establish rules on how they are to be handled, tracked, and reported. The following list is not exhaustive:
 - Provision of medical care; and
 - Analysing incidents and initiating corrective measures to eliminate the root causes.
- b) The supplier shall provide regular and free medical examinations at no cost to its employees when they handle hazardous materials.

5. COMPENSATION FOR PHYSICALLY STRESSFULL WORK

The risks involved in physically demanding work are to be identified, evaluated, and monitored. This includes, among other things, manual transportation of materials, heavy lifting, standing for extended period, and highly repetitive or strenuous work. In addition, appropriate measures must be taken to prevent excessive physical and mental fatigue, e.g., adequate rest breaks must be provided.

6. MACHINE SAFETY

- a) Risks that may arise from systems and machines must be identified, evaluated, and monitored. Appropriate instructions shall be provided and safety risks shall be minimized to the greatest extent possible.
- b) If risks cannot be adequately eliminated by the above measures, appropriate protective devices, interlocks, and lockouts shall be installed and properly maintained.

7. HEALTH AND SAFETY INFORMATION

Employees are entitled to health and safety information and training. Information on health and security issues must be displayed prominently at the facility and in a manner that is generally understood.

8. PERSONAL PROTECTIVE EQUIPMENT

- a) Each employee should be provided with protective equipment appropriate to the work to be performed. This includes, among other things, footwear, work gloves, appropriate protective clothing (e.g. heat protective clothing), head and eye protection, and respiratory equipment if required by emissions.
- b) Access to the protective equipment should be possible at all times and its application and use should be clear and understandable to each employee. This shall be encouraged by the supplier.

IV. ENVIRONMENT

THE SUPPLIER ACKNOWLEDGES THAT THE PROTECTION OF RESOURCES AND THE ENVIRONMENT, IN PARTICULAR WATER, AIR AND SOIL, AS WELL AS THE PRESERVATION OF BIODIVERSITY, IS AN ESSENTIAL TASK OF OUR CORPORATE WORLD.

BENTELER ALIGNS ITS ACTIONS WITH THE PARIS CLIMATE AGREEMENT AND IS COMMITTED TO THE 1.5°C CLIMATE TARGET. WE ALSO EXPECT THIS FROM OUR SUPPLIERS. THE AIM IS NOT TO NEGATIVELY IMPACT THE ENVIRONMENT AND HEALTH THROUGH OUR CORPORATE ACTIONS.

The underlying environmental standards are in particular:

1. ENVIRONMENTAL PROTECTION

Measures must be taken to protect the environment, covering the entire product range and all production processes. The entire life cycle of the products, starting with the extraction of raw materials, through development and production, to waste disposal, recycling and noise abatement, must be taken into account.

2. COMPLIANCE WITH ENVIRONMENTAL PERMITS AND REPORTING REQUIREMENTS

- a) All the necessary environmental permits, approvals, and registrations must be obtained in accordance with local regulations. Furthermore, the supplier shall align its actions with the sustainability goals of the global community.
- b) All regulatory, statutory, and operational requirements and reporting obligations must be complied with.

3. REDUCTION OF RESOURCES AND POLLUTION PREVENTION

The consumption of resources (including water and energy) and the generation of waste must be reduced or avoided. For this purpose, the supplier shall also inform its employees and promotes the sustainable use of resources.

4. HANDLING OF HAZARDOUS SUBSTANCES

- a) It shall be determined and evaluated whether substances are used in production (e.g. chemicals) that may pose a risk to health or the environment. All areas in the production process shall be considered. This includes transport, storage, processing, use, reprocessing and disposal.
- b) It shall be ensured that only authorized and trained personnel have access to and handling of these substances.
- c) In accordance with the legal requirements, a hazardous substances register shall be maintained and the labeling obligation for hazardous substances shall be complied with. In addition, the supplier shall comply with the regulations relevant to the business (e.g. the Minamata Convention, the POP Convention as well as the Basel Convention), also with regard to the import and removal as well as treatment of waste. Upon request, relevant reports are to be made available to BENTELER.

5. RESPONSIBLE DISPOSAL AND RECYCLING

- a) Waste and residual materials shall be disposed of in compliance with applicable local laws, at a minimum, and recycled to the maximum/best extent practicable.
- b) Waste water must be treated or, if this is not necessary, disposed of separately from sewage. The functioning of waste water treatment systems must be routinely monitored.

6. EMISSION DISCHARGE AND REDUCTION

- a) The release of substances (e.g. chemicals, corrosive substances, particles, aerosols, combustion by-products) must be minimized and monitored in compliance with local legal regulations.
- b) Existing exhaust gas cleaning systems must be regularly and professionally checked, serviced, and, if necessary, replaced.
- c) Emissions shall be kept as low as possible. The supplier shall actively contribute to achieving the objectives of the Paris Climate Agreement and, to this end, shall systematically avoid or reduce greenhouse gas emissions (GHG).
- d) With regard to aluminum products, the supplier shall observe the objective of being carbon neutral in 2030 across the entire value chain.
- e) The supplier undertakes to pass on the above obligations also within the supply chain and in particular to commit its suppliers etc. accordingly.
- e) Upon request, the supplier shall provide reports on its carbon footprint (GHG Protocol Corporate Standard Scope1-3).

7. COMPLIANT HANDLING OF RESTRICTIONS ON PRODUCT INGREDIENTS

- a) If the use of special materials in products or during the production process is to be restricted or prohibited as a result of applicable laws, regulations, or customer specifications, this must be determined, reviewed, and complied with in advance.
- b) The labeling obligation for disposal and recycling must be complied with.
- c) As a general rule, hazardous product materials must be labeled.

8. WATER PROTECTION

- a) The contamination of rainwater run-off must be prevented. For this purpose, it must be ensured that there are no illegal discharges at the operating sites and that no spilled liquids enter the sewage system.
- b) Information to this effect must be displayed and the employees must be informed accordingly.

9. PROHIBITION OF UNLAWFULL EVICTION

Unlawful eviction and unlawful taking of land, forests or waters are prohibited. The acquisition, construction or other use of land, forests or waters, the use of which provides a person's livelihood, is also prohibited.

10. EMPLOYEE INFORMATION ON ENVIRONMENTAL TOPICS AND ISSUES

- a) Employees are entitled to training on environmental protection.
- b) Information on environmental issues must be displayed prominently at the facility in a generally understandable manner.

V. MARKET BEHAVIOR AND ETHICS

THE SUPPLIER IS AWARE OF ITS OBLIGATION TO COMPLY WITH LOCAL, NATIONAL AND INTERNATIONAL LAWS AND REGULATIONS AND ACTS ACCORDINGLY ALSO IN ITS OWN SUPPLY CHAINS.

The most important standards include:

1. BUSINESS INTEGRITY

- a) Any form of bribery, corruption, money laundering, blackmail, extortion and embezzlement will not be tolerated.
- b) No violation of sanctions, embargoes and/or boycott declarations in a direct or indirect way.
- c) The supplier shall ensure that its employees, subcontractors, or representatives do not grant, offer or accept bribes, kickbacks, illegal donations/gifts or other benefits/payments to customers, public officials or other third parties.
- d) Situations and transactions that conflict with the business/professional duties and principles of this Code, as well as indications of money laundering or criminal practices, may be reported to BENTELER through the B-Aware whistleblower system (see VII. "REPORTING POTENTIAL VIOLATIONS").

2. TRANSPARENCY

- a) All records must be correctly filed and relevant documents related to WORK, HEALTH & SAFETY, ENVIRONMENT as well as MARKET BEHAVIOUR AND ETHICS must be disclosed on request. Disclosures and records must be structured to comply with local rules and laws, data protection regulations, and prevailing industry practices.
- b) Business procedures shall be reported in business records in a traceable form and accurately. Supplier agrees to provide information on ownership or major shareholders upon request and to be transparent about its supply chains.

3. PROTECTION OF INTELLECTUAL PROPERTY

- a) Intellectual property rights must be respected and protected.
- b) The transfer of knowledge in whatever form must be done in such a way that intellectual property rights and all customer information are protected (for example, by applying non-disclosure agreements, encrypted transmission).
- c) The supplier ensures that all products and services delivered to BENTELER are free of counterfeits and that their development, manufacture and subsequent use do not infringe any third-party rights, in particular intellectual property rights.

4. NON-DISCLOSURE AND INSIDER KNOWLEDGE

The supplier shall ensure that its employees use information provided by BENTELER only for official purposes but not off-duty for personal gain and shall not disclose any information about BENTELER and our business partners to third parties without prior agreement. All laws and regulations applicable to insider trading must be observed and complied with.

5. COMPLIANCE WITH ANTITRUST AND COMPETITION LAW

The supplier shall comply with the valid antitrust and competition laws. In particular, it shall not make any anti-competitive agreements with competitors, suppliers, or customers. The supplier shall not abuse any market dominant position it may have.

6. PROTECTION OF IDENTITY AND PROHIBITION OF RETALIATION

- a) The supplier must maintain programs that help to protect whistleblowers and preserve the anonymity and confidentiality of information. Whistleblowers are persons who report information regarding the illegal and/or unethical conduct of an employee, a company executive, a public office holder, or an official body.
- b) Companies must permit their employees to express doubts or concerns without the fear of retaliation.

7. RESPONSIBLE MANAGEMENT OF TRADING IN CONFLICT MINERALS

- a) Programs shall be maintained to appropriately regulate the procurement of, for example, gold, tantalum, tungsten, tin, and cobalt, mica and their derivatives (materials from conflict-affected and high-risk areas (CAHRAs)), without the supplier or the company supplying these materials being involved in conflict, financing of armed groups, serious human rights violations, money laundering or fraud.
- c) Procurement of minerals and raw materials shall be carried out in accordance to local laws as well as requirements of the international community and shall be carefully monitored. Monitoring measures shall be disclosed to BENTELEER upon request.

8. DATAPROTECTION AND CYBERSECURITY

- a) Confidential information about BENTELEER and our business partners may not be disclosed to third parties without prior consent. All employees are obliged to protect these secrets and not to make them accessible to third parties in any unauthorized manner of any kind.
- b) When using confidential data, the protection of privacy and the security of business and personal data as well as company secrets must be observed.
- c) Data processing systems must be protected from unauthorized access from outside the company and from access by unauthorized persons within the company. BENTELEER expects suppliers to comply with local legal minimum requirements for securing electronic data.
- d) Statutory, contractual, and technical data protection requirements must be updated on a regular basis.

9. FAIR INTERNATIONAL TRADE

- a) Compliance with international agreements and national laws and regulations for the control of international trade and financial transactions such as the laws and regulations on import and export controls is mandatory. The responsible employees must recognize, understand and comply with all laws, regulations and directives that are applicable here.
- b) In order to prevent violations of such provisions and to ensure timely delivery, the supplier is also obliged to send all data necessary for achieving the contractual purpose and maintaining the business relationship in a timely, complete and correct manner.
- c) If no national export control law is specified, it is recommended to follow US export control provisions as a guideline.

VI. RESPONSIBILITY WITHIN THE SUPPLY CHAIN

THE SUPPLIER IS AWARE OF ITS RESPONSIBILITY WITHIN THE SUPPLY CHAIN AND ACTS ACCORDINGLY.

The standards in the area of responsibility within the supply chain are in particular:

1. DISCLOSURE OF OBLIGATIONS

The supplier assures to comply with the human rights, environmental or other obligations arising from this Code and also to address them appropriately with its vicarious agents, sub-suppliers or other third parties within its area of responsibility. It will contractually oblige its direct suppliers to comply with the requirements of this Code.

2. DEALING WITH OF VIOLATIONS

- a) In the event of any violations or justified suspicions, the supplier will inform BENTELER immediately (See VII. "REPORTING OF POTENTIAL VIOLATIONS"). The same applies if there are indications that a direct or indirect supplier of the supplier or another company involved in its supply chain is violating the obligations standardized in this Code.
- b) In the above-mentioned cases, the supplier must also immediately initiate adequate investigations and remedial measures - also at suppliers and other companies involved in its supply chain - and notify BENTELER.
- c) BENTELER will follow up on corresponding indications and initiate appropriate corrective measures or demand them from the supplier and monitor them. The supplier shall provide BENTELER with comprehensive support in this regard.

3. DOCUMENTATION UND RISK MANAGEMENT

- a) The supplier shall document how it ensures compliance with the above-mentioned obligations. This information will be kept for an appropriate period of time (at least seven years) and made available to BENTELER upon request at any time, preferably in German or English. In all other respects, the supplier will fully cooperate with BENTELER, even if authorities or customers request information from BENTELER.
- b) The supplier is obliged to monitor this regularly and must set up an appropriate risk management system for this purpose. This must be suitable for recognizing risks, defining and dealing with measures and documenting this in a suitable manner. Upon request, the supplier must report to BENTELER on this to the required extent.

VII. REPORTING OF POTENTIAL VIOLATIONS

If the supplier becomes aware of any potential human rights or environmental risks or violations arising from its own actions or those of a business partner or its subcontractors that may have an impact on BENTELER, the supplier shall immediately report them to BENTELER.

For this purpose, BENTELER has set up the digital whistleblowing system B-AWARE, which can be used to report to BENTELER indications of violations of the obligations mentioned (see section V. "MARKET BEHAVIOR AND ETHICS" and VI. "RESPONSIBILITY WITHIN THE SUPPLY CHAIN").

These notices can be reported in the following way:

On the BENTELER homepage (www.benteler.com) under the menu item "Contacts". Information received will be treated confidentially and in accordance with the need-to-know principle. If possible according to the applicable regional legal regulations, violations can be reported anonymously upon request. Corresponding regional requirements are automatically taken into account by the digital whistleblowing system.

We recommend that our suppliers also set up a corresponding complaints procedure.

VIII. GENERAL INFORMATION

HUMAN RIGHTS

- Supply Chain Due Diligence Obligations Act (LkSG): Act on Corporate Due Dilligence Obligations in Supply Chains
- United Nation (UN) <https://www.un.org>
 - Universal Declaration of Human Rights
 - Sustainable Development Goals (SGDs)
 - Guiding Principles on Business and Human Rights
 - The Ten Principles of the UN Global Compact

WORKING CONDITIONS

- Ethical Trading Initiative <http://www.ethicaltrade.org/eti-base-code>
- Labour standards of the ILO (International Labour Organization) including Nos.: 1, 14, 26, 29, 30, 59, 79, 87, 98, 100, 105, 111, 131, 132, 135, 138, 142, 143, 154, 155, 158, 159, 182 www.ilo.org

HEALTH AND SAFETY

- National Fire Protection Association <http://www.nfpa.org/>
- ISO 45001:2018 – Standard for occupational health and safety www.iso.org

ENVIRONMENT

- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal
- Global Automotive Declarable Substance List www.gadsl.org
- ISO 14001 – Environmental Management System www.iso.org
- ISO 50001 – Energy Management System www.iso.org
- Minamata Konvention (Minamata Convention)
- REACH (Registration, Evaluation, Authorisation of Chemicals) standardizes chemicals legislation throughout Europe and increases the level of knowledge about hazards and risks that can be posed by chemicals.
- Stockholm Convention on Persistent Organic Pollutants (POP Convention)

ETHICS

- Dodd-Frank Wall Street Reform and Consumer Protection Act Section 1502 – Conflict Minerals <https://www.sec.gov/opa/Article/2012-2012-163htm---related-materials.html>
- OECD (Organization for Economic Co-operation and Development) <https://www.oecd-ilibrary.org>
 - Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High Risk Areas
 - Guidelines for multinational Enterprises
 - Due Diligence Guidance for Responsible Business Conduct

DOCUMENT HISTORY

- **VERSION 1.0** – Published in April 2012
- **VERSION 2.0** – Revised all areas in March 2018
- **VERSION 3.0** – Partial Revision in September 2022

DISCLAIMER

This Code of Conduct does not establish any employment relationship with the Supplier and/or the Supplier's employees. The supplier is obliged to notify BENTELER if he considers that this Code or any individual provisions contained herein to be incompatible with local law. BENTELER shall not be liable for any damage, expenses, costs, etc. that are incurred on the part of the supplier as a result of compliance with this obligation.

LEGAL CONSEQUENCES OF VIOLATIONS OF THE BENTELER CODE OF CONDUCT FOR SUPPLIERS

If a supplier of BENTELER does not comply with the basic principles set out in this Code, BENTELER is entitled to terminate the business relationship with this supplier by giving notice for good cause under local law or an equivalent legal institution, where applicable. The Supplier shall jointly and severally compensate for damages incurred by BENTELER or a business partner of BENTELER as a result of misconduct on the part of the supplier or its business partners.

The supplier is obligated to provide immediate information to BENTELER on all issues concerning the Code of Conduct and its implementation upon BENTELER's request.

It is at BENTELER's discretion to refrain from terminating the business relationship and instead to take alternative measures if the supplier credibly assures and can prove that he has immediately taken measures to avoid future violations.

CREATED BY

BENTELER International AG
Schillerstraße 25-27
5020 Salzburg
Austria

Chairman of the supervisory Board: Ralf Göttel
Registration court Salzburg FN 319670 d

www.benteler.com