

ALBA plc & Co. KG — Supplier Code of Conduct

I. Our claim

ALBA plc & Co. KG and those entities associated with it in accordance with sections 15ff. companies affiliated with "AktG" (collectively referred to as "ALBA") are aware of their responsibility for people and the environment and are committed to comply with human rights and environmental due diligence obligations in their supply chains, both in order to comply with important international human rights and environmental standards and to ensure to create economic, ecological and social added value.

ALBA recognizes trusting cooperation as a success factor. Therefore, ALBA builds its business on the valuable and trusted work with its suppliers. In this supplier code of conduct (hereinafter referred to as the "Code"), ALBA expresses that the collaboration between ALBA and its suppliers is based on common values. This code creates a binding framework for cooperation between ALBA and its suppliers, which forms the basis for lawful and responsible behaviour by the suppliers. The code is an expression of ALBA's values and contributes to the sustainable success of the company. ALBA expects its suppliers to follow the same values and principles as ALBA does.

II. Scope

This code sets out the minimum standard of ethical behaviour, values and principles that ALBA requires its suppliers, contractors, representatives of the saure and subsidiaries as well as all non-ALBA companies from which ALBA obtains supplies and services (hereinafter "service partner") to follow.

The code forms the basis for ALBA's business relationships and is therefore a binding part of any contracts with its suppliers.

ALBA expects its suppliers to adhere to ALBA's principles with their own suppliers and business partners. For this purpose, ALBA's suppliers endeavour to pass on the requirements of this code to their own suppliers and business partners. ALBA's business partners and suppliers must also take appropriate measures to ensure compliance with ALBA's principles and the requirements set out in this code throughout their supply chain. In order to achieve this, ALBA's suppliers must endeavour to conclude agreements with their own suppliers and business partners that are similar or equivalent to this code. In the event of resistance from a service partner, supplier or business partner, ALBA's suppliers must document the reasons for this and continue to make efforts to conclude an agreement. If no agreement is reached after reasonable effort and time, ALBA will review further cooperation.

By accepting this code, ALBA's suppliers agree to comply with the terms of this code and the expectations set out in this code as well as the international agreements and conventions, and acknowledge that compliance with this code is a prerequisite for maintaining their status as ALBA's service partner.

III. Social standards and human rights

a. Business integrity and data protection

The service partner complies with all laws and regulations of the applicable legal system that applies to his company. The service partner particularly respects the protection of the intellectual property of third parties and data protection, based on European law (EU GDPR) and national (e.g. BDSG and, if applicable, state data protection) requirements.

b. Prohibition of child labour

The use of child labour by our suppliers is prohibited. The service partner may not employ persons under the age at which compulsory education ends according to the law of the place of employment, provided that the employment age is at least 15 years, unless the applicable national law provides for exceptions in accordance with ILO Convention 138. In addition, suppliers may not use people under the age of 18 in any form of slavery or slavery-like practices (e.g. human trafficking, debt bondage) or for prostitution or pornographic purposes. Suppliers are not allowed to use these children for illegal activities (e.g. manufacturing or trafficking drugs). Children and Young people may also not be used for activities that are, by their nature, likely to harm their health, safety, development or morals. This includes, for example, work underground, under water, at dangerous heights, with dangerous machines or substances, night work or work that conflicts with school training.

c. Prohibition of forced labour and slavery

All forms of slavery, practices similar to slavery, servitude or other forms of domination or oppression in the workplace are prohibited by our suppliers, such as extreme economic or sexual exploitation and humiliation as well as the employment of people in forced labour. This includes any work or service that is required of a person under threat of punishment and for which the person has not volunteered (e.g. debt bondage or human trafficking). There are exceptions to the prohibition of forced labour (e.g. military service or emergency services) listed in the ILO and the ICPR. Degrading treatment, physical punishment and wage deductions as disciplinary measures are not permitted. At the service partner, each employee must be aware of the terms of cooperation, including working hours and remuneration, before starting the employment relationship, in the form of a written employment contract in a language they can understand.

d. Prohibition of discrimination

The service partner must treat its employees with respect. The service partner does not discriminate against anyone within its sphere of influence with regard to, but not limited to, ancestry, national, ethnic or social origin, religion, belief or ideology, age, physical condition, sexual orientation, gender, gender identity, political views, marital status, disability or other personal characteristics, unless this is justified by the requirements of the employment. Discrimination is a situation in which a person is treated worse solely or predominantly because of their membership in a particular group. The service partner must make reasonable efforts to ensure a working environment free from inhumane treatment and harassment.

e. Minimum wage and freedom of association

The service partner assures to pay its employees an appropriate wage that is at least equivalent to the national minimum wage or that is otherwise determined by the law of the place of employment. Wages must cover necessary local living expenses and must be paid on time, regularly and in full in the legal currency of the country of employment. The performance partner respects the rights of its employees to freedom of association, freedom of organization and collective bargaining within the framework of national laws and acts accordingly. The suppliers will in no way impair the exercise of this right through discrimination or retaliation. Where local law prevents the exercise of these rights, the suppliers will establish appropriate alternative measures for a dialogue between employees and management.

f. Prohibition of corruption and distortion of competition

ALBA's suppliers are prohibited from engaging in any kind of corruption and/or cartel agreements. Bribery, bribe payments and blackmail in order to influence representatives of business partners, politics, administration, the judiciary or the public are particularly prohibited. ALBA expects its suppliers not to offer or provide ALBA's employees and representatives with any services, gifts or other benefits that are intended in any way to influence the personal behaviour of our employees with regard to the decision for or against a service partner. The suppliers comply with all relevant competition law requirements. In particular, they do not make any arrangements or agreements that influence prices, conditions, strategies or customer relationships, especially participation in tenders. The same applies to the exchange of competitively sensitive information and to other behaviour that restricts or may restrict competition in an unlawful manner.

g. Quality and safety standards

All products and services provided by the suppliers must comply with the quality and safety standards required by applicable law. In particular, services provided by suppliers should not endanger the environment and people. The service partner has disaster plans in place to protect both its employees and the environment as much as possible from the effects of any disasters that may arise in the area around its business.

h. Occupational safety and health protection

The service partner adheres to the applicable local occupational health and safety conditions and ensures a safe working environment and the best possible prevention against accidents and occupational diseases by adhering to all safety standards and precautionary measures in order to maintain the health of its employees. The service partner protects its employees when using dangerous substances and carrying out dangerous activities. He is obliged to regularly assess dangers and potential health risks, to take the necessary protective measures and to document both in a risk assessment. In addition, the service partner takes measures to avoid excessive physical and mental exhaustion of its employees, for example through sufficient rest periods and by refusing illegal overtime. The service partner must regularly and appropriately train its employees in the areas of health, safety and emergencies at work.

i. Protection against unlawful eviction and forced confiscation

In connection with the acquisition, development or other use of resources such as land, forests and water by the service partner, it must be checked whether the local population has previously been involved, in particular the indigenous communities. It must also be verified that all applicable local, national, international and traditional land, water and resource rights have been respected. Unlawful forced evictions and the unlawful deprivation of land, forests and waters are not permitted if the said resources secure a person, a level of livelihood.

Protection against abuse of power by security forces

If security forces are deployed by the service partner, the service partner undertakes to ensure that they receive at least training on basic human rights principles when using force and ensures compliance with these through contractual controls and sanctions.

k. Other human rights from the UN Social Covenant and UN Civil Covenant

The service partner is expected to comply with all other human rights contained in the UN Social Covenant and the UN Civil Covenant. The service partner also undertakes not to take part in activities that are not expressly mentioned in this code but that obviously and seriously violate international human rights law.

IV. Environmental standards

a. Emissions and Associations

The service partner must ensure that it complies with all relevant threshold values for harmful noise emissions and contamination of soil, water and air as well as water consumption and is based on the recognized threshold values of the WHO and the EU.

b. Waste, Persistent Organic Pollutants and Mercury

The service partner must label, monitor and control its hazardous materials, chemicals and substances and ensure their safe handling, movement, storage, recycling and disposal. Applicable laws and regulations regarding hazardous materials, chemicals and substances must be strictly adhered to. The supplier must comply with the prohibitions and requirements of the Minamata Convention, the Stockholm Convention and the Basel Convention to the extent that the Act on Corporate Due Diligence to Prevent Human Rights Violations in Supply Chains (German Supply Chain Due Diligence Act – "LkSG") applies to the applicability of certain articles of these conventions, including the applicable changes by the EU relating to the Stockholm and Basel Conventions.

V. Anti-corruption

ALBA does not tolerate any form of corruption or other unfair business practices. Transparency and openness are fundamental prerequisites for ALBA in order to ensure trust and credible in business transactions and in dealing with suppliers. The suppliers must not tolerate any form of corruption or economic crime by their own employees or employees in the supply chain. Remuneration paid to consultants, agents and other intermediaries may not serve to confer undue advantages on business partners, customers or other third parties. The service partner carefully selects its consultants, agents and other intermediaries according to appropriate suitability criteria. The service partner avoids conflicts of interest that can lead to corruption risks. In connection with their work for ALBA, the service partner only accepts invitations or issues invitations only if they are appropriate, do not occur in the expectation of undue consideration or other favouritism and do not violate applicable law (in particular anti-corruption laws). The same applies to the acceptance or granting of gifts, other benefits or advantages of any kind. The service partner does not tolerate any form of unlawful material or immaterial benefits (including offering them) to public officials or people comparable to them (regardless of whether directly or indirectly via third parties). Illegal material and immaterial donations of any kind (e.g. illegal donations) by the service partner to political parties, their representatives as well as elected officials and candidates for political office will also not be tolerated. Donations are only made by the service partner on a voluntary basis and without expectation of anything in return. Sponsorship of individuals, groups or organizations will not be used to illegally gain commercial advantage. The service partner takes appropriate measures in his company to prevent money laundering and terrorist financing in his company.

VI. Dissemination of the Code

When placing the order for the first time, the service partner gives contractual consent to the validity of the code by signing. The same applies to further orders placed after a change to the code.

VII. Due diligence and checking for compliance

ALBA is entitled to request the necessary data and information to implement this code and to ensure its own duty of care at any time. In doing so, ALBA observes data protection and antitrust regulations and ensures that no confidentiality obligations are violated. ALBA's suppliers undertake to participate in ALBA's self-disclosure process and, if necessary, disclose relevant policies or procedures or provide other information that demonstrates compliance with the code. ALBA is entitled to check compliance with the code at any time through various measures. Be it through self-disclosures from the service partner, presentation of certificates and information from third parties, as well as through regular on-site audits. These on-site audits take place during the service partner, regular business hours. If ALBA has concrete indications of a violation of the code, ALBA can carry out an additional suspicion-based on-site audit for each suspected case. If ALBA has concrete indications of a violation of the code, ALBA can carry out on-site audits without prior notice. ALBA ensures that the service partner, business operations are disrupted as little as possible by the on-site audits. After each audit, ALBA submits a report with results and/or recommendations. Each party shall bear its own costs incurred in connection with such audits. If violations of the code are discovered during the audit, the service partner will bear the costs of the audit.

As part of the cooperation with the ALBA companies, the service partner guarantees that the above-mentioned regulations are observed in his company and that suitable procedural and work instructions are drawn up and communicated to enforce the regulations. These must be presented in the event of supplier audits that ALBA can carry out on its suppliers. Compliance with the code can be checked by ALBA as well as by third parties commissioned by ALBA.

VIII. Violations of this Code

The service partner is obliged to immediately inform ALBA of suspected violations of this code both in his own company and in the business activities of his supply chain. ALBA is entitled to request additional information about the incident. Violations can be reported using the complaint procedure that has been set up. Information and the link to the complaint procedure can be found on the ALBA homepage. Reporting of violations should protect the legitimate interests of the service partner and considers the rights of its employees. If actions or circumstances are discovered that violate the obligations of this code or the human rights or environmental legal positions mentioned in the areas of "Social Standards and Human Rights" and "Environmental Standards", the service partner must do everything in his power, in addition to informing ALBA directly, to prevent, minimize or end the violation as quickly as possible. ALBA reserves the right to demand remedial measures or, if necessary, to terminate the cooperation. In the event of violations of this code that the service partner does not remedy in accordance with this code, ALBA reserves the right to temporarily suspend or terminate the business relationship and all agreements with the service partner. The degree of fault of the service partner must be considered. ALBA can suspend the contractual relationship if there are reasonable indications that the service partner has violated obligations under the Code. ALBA is entitled to suspend until the service partner has taken appropriate measures to rectify a violation and thereby significantly reduced the risk of a continued or renewed violation or otherwise provides sufficient guarantees for the fulfillment of its obligations under this code. ALBA will notify the service partner of the suspension of the contractual relationship with a reasonable period of notice in advance. ALBA can terminate the contractual relationship if the service partner violates

Status: 2024

Accepted,

Signature: _____

Date: