PFISTERER Holding AG
Rosenstrasse 44
73650 Winterbach
Germany

_________________ (place), ________ (date)

Pfisterer Code of Conduct - Supplier’s Declaration

We hereby confirm that:

1. We have received the "Code of Conduct for PFISTERER Suppliers” (hereafter "Code of Conduct", 5 pages, version of July 5th 2022) and herewith undertake to comply with the principles and requirements of this Code of Conduct in addition to our obligations from our delivery agreements with PFISTERER.

2. At the request of PFISTERER, we shall provide information in an appropriate form and within a reasonable period of time.

3. We shall make every effort to communicate the content of the Code of Conduct to our suppliers and call on them to comply with the principles and requirements of the Code of Conduct.

4. We agree that this declaration is governed by the substantive law according to which the delivery agreements were concluded with different plants of the PFISTERER. Should no such agreement exist, this declaration shall be subject to the substantive law of the Federal Republic of Germany, excluding standards which refer to other legal systems.

Yours faithfully,

...........................................            ……………………..……….       STAMP
(name / position / company)          (name / position / company)
Preamble
At PFISTERER, we manufacture safe and high quality products and go beyond mere compliance with the law to uphold high ethical, quality and environmental standards.
We recognize and expect adherence to exemplary ethical and professional conduct both within the PFISTERER Group and from all our business partners.
We follow a zero tolerance policy for any unethical conduct. With this Supplier Code of Conduct, we wish to establish binding principles for successful cooperation.
We choose business partners who act with the same high level of professionalism and integrity and share our ethical and environmental values.
PFISTERER expects all its suppliers and subcontractors to replicate these values and the corresponding responsibilities further down their supply chain. Consequently, PFISTERER’s Business partners allow PFISTERER, or a qualified third-party auditor chosen by PFISTERER, to evaluate their compliance with the standards set out in this Supplier Code of Conduct in an appropriate manner.

Our Values and Expectations

1. Compliance with laws
PFISTERER expects its suppliers to operate their business in full compliance with all applicable laws, regulations and industry practices.

2. Ethical business practices

Business Integrity
Any criminal or unethical business activities, including bribery, all forms of corrupt practices, unlawful incentives (such as facilitation payments or “quick savings”), fraud, extortion, money laundering and embezzlement are prohibited. Suppliers shall not participate in such illegal activities or use any intermediary (e.g. sub-contractors, agents, sales representatives, consultants etc) to commit or support any of these activities.

Suppliers shall implement effective measures to prevent and report the aforementioned corrupt practices in all forms.

Suppliers doing business with or seeking to do business with PFISTERER should not provide any gift, hospitality or entertainment to a PFISTERER employee, any other business partner or government/regulatory officials in any situation in which it might influence, or appear to influence, any decision made by the employee or official in relation to the supplier as their business partner.

Suppliers must report to PFISTERER all occurrences of or of corrupt practices (actual or suspected) involving PFISTERER’s business, regardless of materiality.

Fair Competition
Suppliers shall employ fair business practices and comply with applicable antitrust and competition laws.

Avoiding Conflict of Interest
Suppliers should avoid any interaction with any PFISTERER employee that might conflict with that employee acting in the best interests PFISTERER. If a supplier employee has a family relation to any PFISTERER employee or if a supplier has any other relationship with a PFISTERER employee that might represent a conflict of interest, the supplier should disclose this fact to PFISTERER.

Trade Compliance
Suppliers must comply with all applicable import and export control laws, other trade and custom laws, regulations and sanctions of the country where Supplier resides, the EU, the United States, and any other country where transactions are conducted, including but not limited to import, export, re-export, transfer or disclosure. Suppliers shall cooperate with PFISTERER regarding determination of applicable export control restrictions.

Confidentiality and data protection
Suppliers must protect confidential information processed for or received from PFISTERER from any form of unauthorized disclosure, communication or publication and act to to prevent its loss, misuse, theft, fraud, or alteration.

www.pfisterer.com
If the cooperation with a supplier requires the exchange of confidential information with PFISTERER, a Non-Disclosure Agreement with PFISTERER must be signed in advance. Suppliers shall ensure, and be prepared to demonstrate, that they have appropriate measures in place to protect personal and other confidential information provided by PFISTERER. Suppliers shall comply with privacy and data protection laws, in particular the EU GDPR.

Confidential Information
Suppliers shall ensure that products supplied to PFISTERER do not contain metals derived from minerals or their derivatives originated from conflict regions that directly or indirectly finance or benefit armed groups that commit serious human rights abuses.

Technical Compliance and Respect of Intellectual Property
The benchmark governing our actions is always the principle of legality and the principles of ethical business conduct. These values take precedence over customers’ wishes. We expect the same commitment to technical compliance from our suppliers and other business partners.

The following principles apply to product development and application of functions for or in cooperation with PFISTERER:

1. The development of functions for cycle/ test recognition is not permitted

2. The application must be carried out in the entire working range occurring under normal operating conditions of the supplied product in such a way that warranted characteristics are maintained, human life is best protected, and the environment and resources are protected in the best possible way. Optimization purely for the test cycle is not permitted.

These principles apply to all products (including services) developed for or in cooperation with PFISTERER in all phases of product development, in particular also to parameterization and calibration of (embedded) software as well as system design. These standards for technical compliance must also be observed after completion of product development in the product monitoring phase.

Suppliers shall at all times respect intellectual property rights; transfer of technology and knowhow shall be done in a manner that protects intellectual property rights of PFISTERER and third parties.

3. Fair Employment and Observance of Human Rights

Child Labor Avoidance
We do not tolerate child labor in our supply chain. The employment of workers below the age of 18 shall only occur in nonhazardous work (as defined in ILO Convention No. 138 + No. 182) and when young workers are above a country’s legal age for employment or the age established for completing compulsory education.

Freely Chosen Employment
Forced, bonded or indentured labor or involuntary prison labor shall not be utilized by PFISTERER’s suppliers.

Diversity and Inclusion, Non-Discrimination
Equal treatment of all employees shall be a fundamental principle of the supplier’s corporate policy. Suppliers shall provide a workplace free of harassment and discrimination. Any discrimination for reasons such as race, color, ethnicity, gender, sexual orientation, age, physical characteristics, social origin, disability, union membership, religion, marital status, pregnancy, veteran status or political opinions is prohibited.

Fair Treatment
Suppliers will provide their employees with a workplace free of harsh and inhumane treatment, without any sexual harassment, sexual abuse, corporal punishment or torture, mental or physical coercion or verbal abuse of employees, or the threat of any such treatment. Furthermore, suppliers are expected not to unfairly terminate any employment contract or without clear evidence specify that the termination of an employment contract, in relation to the working performance of an employee, is permitted by law.

Working Hours, Wages and Benefits
Working hours for suppliers’ employees will not exceed the maximum set by the applicable national law. Suppliers’ employees shall be paid in a timely manner. Compensation paid to employees will comply with applicable national wage laws, including minimum
wages, overtime hours, prohibition on excessive overtime. Suppliers are expected to provide their employees with fair and competitive compensation and benefits, providing an adequate standard of living for employees and their families.

**Freedom of Association**
Suppliers will be committed to an open and constructive dialogue with their employees and workers’ representatives. In accordance with local laws, suppliers will respect the rights of their employees to associate freely, join or not labor unions, seek representation, join works councils and engage in collective bargaining. Suppliers will not disadvantage employees who act as employees’ representatives.

**Prohibition of modern slavery**
We are aware that in any country and in most cases in the context of contractors and their subcontractors, so-called modern slavery can occur. Any kind of modern slavery is incompatible with our ethical standards. We expect our suppliers/business partners and their business partners to fight against any form of modern slavery.

4. **Reporting questions, concerns or misconduct**
Employees or business partners of suppliers should contact their own legal or compliance department to resolve internal compliance concerns. The employees and business partners of the supplier shall be able to report concerns or illegal activities without any threat of reprisal. Suppliers shall then investigate the situation and take corrective action if necessary.

If a concern raised might also affect PFISTERER as contractual partner of the supplier, suppliers must inform PFISTERER immediately. In such case, please contact your contact person at PFISTERER.

If you do not wish to discuss the concern with your direct contact person at PFISTERER, you may also contact PFISTERER’s Compliance Organization:

- Our neutral intermediary (“ombudsman”), contact details are published on the Homepage of PFISTERER
- Reports to the Ombudsman can be made in English, French or German

A detailed description of PFISTERER’S whistleblowing channels is available at PFISTERER’s corporate homepage

Compliance-relevant concerns may be submitted to PFISTERER’s Compliance Organization by employees of suppliers/ business partners and their suppliers/ business partners down the supply chain and even other concerned parties.

This reporting channel is free of cost to the person reporting possible violation, it ensures confidentiality and – if desired – anonymity of the reporting person. All suppliers working directly or indirectly with PFISTERER shall notify their employees about this reporting channel.

**PLEASE NOTE:**
PFISTERER’S whistleblowing channel is available for external persons if the compliance concern might also affect PFISTERER.

5. **Health and Safety and Product Quality**
Suppliers will comply with all applicable quality, health, safety and environmental regulations. All required permits, licenses and registrations will be obtained, maintained and kept up-to-date.

**Occupational Health and Safety**
Suppliers will protect their employees from any physical, chemical or biological hazards and physically demanding tasks in the workplace as well as from risks associated with any infrastructures used by their employees.

Suppliers will provide appropriate controls, safe work procedures, preventative maintenance and necessary technical protective measures to mitigate health and safety risks in the workplace.

When hazards cannot be adequately controlled by these means, suppliers will provide employees with appropriate personal protective equipment.

Safety information relating to hazardous materials – including compounds in intermediate materials – shall be available to educate, train and protect workers from hazards.

A safe and healthy working environment also includes as a minimum potable drinking water, adequate lighting, temperature, ventilation and sanitation and, if applicable, safe and healthy company living quarters.
Product and Process Safety
Material safety data sheets containing all necessary safety-relevant information will be made available by suppliers for all hazardous substances and will be provided to PFISTERER and other parties in case of a legitimate need.
Suppliers will have safety programs in place for managing and maintaining all their production processes in accordance with the applicable safety standards. Suppliers will address product-related issues and their potential impact during all stages of the production process. For hazardous installations, the supplier will conduct specific risk analyses and implement measures that prevent the occurrence of incidents such as chemical releases and/or explosions.

Quality Requirements
Suppliers will meet generally recognized or contractually agreed quality requirements in order to provide goods and services that consistently meet PFISTERER’s needs, perform as warranted and are safe for their intended use.

6. Environmental Compliance and Sustainability

Compliance with environmental laws
Suppliers shall comply with all applicable environmental laws regulations. All required environmental permits, licenses, information registrations and restrictions shall be obtained and their operational and reporting requirements followed.

Waste and Emissions
Suppliers shall have systems in place to ensure the safe handling, disposal, movement, storage, recycling, reuse or management of waste, air emissions and wastewater discharges. Suppliers shall have systems in place to prevent and mitigate accidental spills and releases into the environment and to avoid adverse impacts to the local community.

Emergency Preparedness, Risk Information and Training
Suppliers will make available safety information on identified workplace risks, and suppliers’ employees will be trained correspondingly to ensure they are adequately protected. Suppliers will identify and assess likely and potential emergency situations in the workplace and minimize their impact by implementing emergency plans and response procedures.

Sustainable Resource Use, De-carbonization and Climate-Friendliness
Suppliers shall take measures to improve efficiency and reduce the consumption of natural resources. Negative impacts on the environment and climate will be minimized or eliminated at their source or by practices such as the modification of production, maintenance and facility processes, material substitution, recycling and material reutilization. Suppliers shall engage in the development and use of climate-friendly products and processes to reduce power consumption and CO2 emissions. In particular, suppliers shall establish a system to measure and minimize their carbon footprint and eventually aim to obtain climate neutrality. Suppliers shall carry out due diligence on the source of critical raw materials to promote legal and sustainable sourcing.

7. Appropriate management systems and processes
Suppliers shall implement appropriate management systems which allow them to comply with the expectations set out in this Supplier Code of Conduct and with the applicable legal requirements.

Commitment, Accountability and Documentation
Suppliers shall demonstrate commitment to the standards of described in this Supplier Code of Conduct by allocating appropriate resources. They shall maintain documentation necessary to demonstrate their adherence to the standards of this Supplier Code of Conduct. PFISTERER may review such documentation upon mutual agreement.

Risk Assessment & Risk Management
Suppliers shall have mechanisms to assess and manage risks in the areas addressed by this Supplier Code of Conduct.

Appropriate Competency Level
Suppliers shall have a training program that achieves an appropriate level of knowledge, skills and abilities in employees to address the expectations of this Supplier Code of Conduct. PFISTERER may require identified suppliers to complete assigned training and/or certify on specific policies, processes and compliance topics. A refusal to comply with training requirements may constitute a breach of compliance obligations and have a negative impact on the business relationship with
PFISTERER, including the ability to co-operate in the future.

**Improvement Processes**
Suppliers shall continually improve by implementing necessary corrective measures and preventive actions for deficiencies identified by internal and/or external assessments, inspections and management reviews.

**Appropriate Communication**
Suppliers shall have appropriate systems to communicate the principles of this Supplier Code of Conduct to their employees, as well as affected suppliers and other business partners.