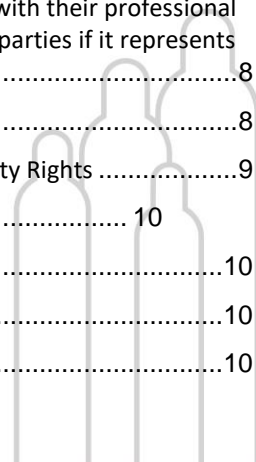


## External Code of Conduct of eurocylinder systems AG („ecs“)

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# FOREWORD

eurocylinder systems AG is part of the internationally and diversely positioned Serafin Group with significantly more than 1000 employees. Long-term value creation and sustainability across generations are essential elements of the group's strategy.

Therefore, eurocylinder systems AG is committed to environmentally and socially responsible corporate management. We expect our employees to adhere to the principles of ecological and social behavior, integrating them into the corporate culture. We continuously strive to optimize our business practices and products [or services] in the spirit of sustainability and expect our suppliers to contribute significantly to this holistic approach.

To implement this, we address our expectations to our suppliers in the form of this Code of Conduct. As part of the Serafin Group, we are committed to complying with the Supply Chain Due Diligence Act ourselves and enforcing due diligence obligations towards our business partners. The Code of Conduct is based on national laws and regulations such as the Supply Chain Due Diligence Act (LkSG) and international agreements such as the Universal Declaration of Human Rights by the United Nations, the Guidelines on the Rights of the Child and Business, the United Nations Guiding Principles on Business and Human Rights, the International Labour Organization's international labor standards, and the United Nations Global Compact. The Code of Conduct will be further developed as new sustainability requirements arise. The term "supplier" is broadly understood and includes all contractual partners who make a necessary contribution to the production of our products or the provision of our services.



# EXPECTATIONS

## HUMAN RIGHTS-RELATED EXPECTATIONS

eurocylinder systems AG promotes the respect for human rights recognized in the Universal Declaration of Human Rights of the United Nations and adheres to its guiding principles on business and human rights. Respect for human rights is a fundamental cornerstone in our relationships with business partners; therefore, we expect our business partners to adhere to the protection and preservation of human rights.

### Prohibition of Child Labor

Child labor must not be employed at any stage of production. Suppliers are encouraged to adhere to the recommendation from the ILO conventions on the minimum age for the employment of children. Accordingly, the age should not be less than the age at which, according to the law of the place of employment, the general compulsory education ends and, in any case, not less than 15 years. Individuals under 18 years of age must not be employed for work that is harmful to the health, safety, or morality of children.

### Exclusion of Forced Labor

No forced labor, slavery, or comparable forms of work shall be used. All work must be voluntary and without the threat of punishment. Employees must be able to terminate their work or employment relationship at any time. In addition, unacceptable treatment of workers, such as mental hardship, sexual and personal harassment, and humiliation, must not occur. The engagement or use of security forces is prohibited if the deployment results in inhumane or degrading treatment or injury to individuals or impairs freedom of association.

## Occupational Health and Safety

The supplier is responsible for a safe and healthy working environment. By establishing and implementing appropriate occupational safety systems, necessary precautions against accidents and health hazards arising from the activity are taken. Excessive physical or mental fatigue is to be prevented through suitable measures. Additionally, employees are regularly informed and trained on applicable health and safety standards and measures. Employees are provided access to an adequate amount of drinking water and clean sanitary facilities.

## Freedom of Association

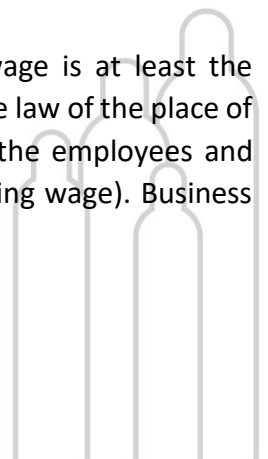
The right of employees to form organizations of their choice, join them, and engage in collective bargaining and striking must be respected. In such cases, suppliers commit to maintaining neutrality. Employees must not be discriminated against based on the establishment, joining, or membership in such organizations. Suppliers recognize the right to collective bargaining as well as the right of trade unions to operate freely and in accordance with the law of the place of employment. This right includes the right to strike and the right to collective bargaining.

## Prohibition of Discrimination

Any form of discrimination against employees is prohibited, unless justified by the requirements of employment. This includes, for example, discrimination based on gender, race, caste, national, ethnic, or social origin, skin color, disability, health status, political belief, origin, worldview, religion, age, pregnancy, or sexual orientation. The personal dignity, privacy, and personal rights of each individual are respected.

## Fair Remuneration

Business partners shall provide their employees with a fair wage. The fair wage is at least the minimum wage determined by applicable law and otherwise is determined by the law of the place of employment. This wage should, if possible, cover at least the basic needs of the employees and enable a reasonable standard of living for the employees and their families (living wage). Business partners are obligated to pay employees directly, completely, and on time.



## Preservation of Natural Foundations

The supplier must not, in violation of legitimate rights, deprive land, forests, or waters whose use secures the livelihood of individuals. Harmful soil alterations, water and air pollution, noise emissions, as well as excessive water consumption must be avoided if it harms the health of individuals, significantly impairs the natural foundations for food production, or prevents people's access to clean drinking water or sanitary facilities.



## Environmental Expectations

eurocylinder systems AG ensures that negative environmental impacts are minimized throughout the entire value chain. The careful and efficient use of natural resources is an integral part of our company principles. This also requires the responsible use of hazardous substances, chemicals, and materials to prevent or terminate potential risks. This is also expected from our suppliers.

## Waste and Hazardous Substances

The supplier follows a systematic approach to identify, handle, reduce, and responsibly dispose or recycle solid waste. The prohibitions on the export of hazardous waste in the Basel Convention of March 22, 1989, in its current version, must be observed.

Chemicals or other materials that pose a danger when released into the environment are to be identified and handled in such a way that safety is ensured during their handling, transport, storage, use, recycling, or reuse, and during their disposal. Mercury is only to be used in accordance with the prohibitions of the Minamata Convention of October 10, 2013, in its current version, and persistent organic pollutants in accordance with the Stockholm Convention of May 23, 2001, on persistent organic pollutants in its current version.

Furthermore, all additional laws and regulations regarding hazardous substances, chemicals, and materials applicable to the operating location (e.g., European Regulation (EC) No. 1907/2006 (REACH)) must be followed.



## Competition Law Expectations

As all market participants benefit from fair competition, it is essential to preserve and promote it. ecs engages in competition solely in a fair manner and without any unlawful collusion, committing specifically to compliance with antitrust laws. Private interests are to be separated from the interests of ecs. Ecs supports all efforts to promote and protect free competition, including the legitimate protection of intellectual property.

Regulatory obligations towards the relevant authorities and commitments to other institutions are adhered to. Ecs values a good and cooperative relationship with all relevant authorities and institutions. Information is to be transmitted to the competent authorities/institutions in a complete, accurate, and timely manner.

Ecs expects its suppliers to comply with applicable trade regulations. This includes, in particular, antitrust and competition law, as well as customs, export, and foreign trade regulations. Ecs also expects its suppliers to counteract corruption, bribery, and any other unlawful provision of advantages, refraining from any money laundering activities.

Our suppliers are expected to adhere specifically to the following guidelines:

### Bribery and Corruption

Bribery and corruption are prohibited and are not tolerated by ecs. The reputation, acceptance, and business activities of ecs as a trustworthy market participant must not be jeopardized by these offenses.

### Receipt and Granting of Advantages

No employee is allowed to demand, accept, offer, or grant personal benefits in connection with their professional activities. No employee should accept or receive gifts from business partners or other third parties if it represents inappropriate influence on business decisions or could be perceived as such.

### Export

All national and international customs, export, and foreign trade regulations are to be observed.



## **Expectations Regarding Data Protection and the Protection of Business Secrets and Third-Party Rights**

The protection of personal data of employees and external individuals is crucial for us, not only in the digital realm. Improper use of personal data can have severe consequences for the individuals concerned, the affected company, and even for the party violating data protection regulations.

ecs will treat personal data confidentially and collect, process, and store it exclusively in accordance with applicable data protection regulations.

Furthermore, we safeguard our business secrets, defend our protective rights, and respect legally established third-party rights.

We expect our suppliers to prioritize the protection of privacy and personal data. Without legal authorization or the consent of the affected individual, no personal data should be collected or processed. In handling personal data, we expect our suppliers to handle the information carefully and responsibly, adhering to the applicable data protection regulations.

Additionally, we expect our suppliers to protect business-related data and legally established third-party rights from misuse.



# Implementation of Expectations

## Obligations

### Supplier's Commitment

With the establishment of the business relationship, this Code of Conduct becomes a crucial part of the collaboration. The supplier commits to adhering to the expectations outlined in the Code of Conduct while conducting activities and adequately addressing them along its supply chain.

### Supplier's Commitment Regarding Its Suppliers

We expect that there are no violations of human rights-related, environmental, or other expectations outlined in this Code of Conduct in the upstream supply chain of the supplier (i.e., through its direct and indirect suppliers in terms of the LkSG). The supplier commits to appropriately communicate the risks and expectations concerning human and environmental rights, as well as other relevant matters, identified and communicated to them by us, to its respective contract partners along the supply chain. The supplier should also urge its respective sub-suppliers to comply with these expectations.

### Information Obligations

The supplier informs our company's relevant purchaser promptly, in written form, about significant incidents in the supply chain. Additionally, there is an option to provide feedback through our electronic complaint mechanism.

The supplier is aware that we conduct a risk analysis within the corporate group. Upon request, the supplier promptly provides all relevant information needed for the risk analysis. Therefore, the supplier promptly provides all necessary information in written form, particularly for the examination of compliance with human rights, environmental expectations, and other expectations reasonably required or legitimately requested.

We will appropriately consider the legitimate business interests of the supplier and applicable data protection aspects in this regard.

## Participation Obligations

The supplier commits to actively collaborate with us to rectify violations of expectations and ensure compliance with the expectations within its own business domain and ideally throughout its supply chain.

If an abstract risk related to human rights and environmental matters is identified during our risk analysis, the supplier will actively participate in further measures for risk identification. Depending on the risk assessment, the supplier will engage in an evaluation with a sustainability platform selected by us.

## Training

Upon our request and in the presence of identified risks, the supplier will utilize free training programs designed for preventing human rights and environmental violations. This obligation is waived if the supplier can demonstrate, through the submission of appropriate documentation, that they have adequately and equivalently trained an appropriate number of employees in the areas of human and environmental rights.

## Verification, Audits

We reserve the right to verify compliance with this Code of Conduct through suitable measures, such as questionnaires, assessments, on-site supplier audits, or the use of sustainability platforms.

Where applicable and appropriate, the supplier grants us the right to conduct audits regularly, at least once a year, and on an as-needed basis, even more than once a year, to ensure compliance with expectations. Audits may also be conducted by a third-party company commissioned by us.

Audits are to be conducted during the supplier's normal business hours and, for the purpose of effective control, may be unannounced. The supplier must provide access to all relevant documents, business areas, and premises for the audit and cooperate to the best of its ability. We commit to considering the legitimate business interests of the supplier and addressing data protection aspects appropriately during the audit.



## Complaint Mechanismus for Violations

All employees of the supplier, as well as other stakeholders, must have the ability to report unlawful practices or violations of this Code of Conduct. To facilitate this, eurocylinder systems AG has established an accessible complaint procedure. The supplier will appropriately publicize our complaint procedure for reporting violations related to human rights and the environment, both among its own employees and to its suppliers. The supplier will encourage all potentially affected individuals to report violations of this Code of Conduct. The supplier commits to refraining from any retaliatory measures against the whistleblower in connection with the handling of such reports. Our complaint procedure is accessible on our website:

<https://whistleblowersoftware.com/secure/ecs-AG>.



# Remedial Measures

## Consequences for Violations

If the supplier violates its obligations under this Code of Conduct or if a violation is imminent, immediate and appropriate remedial measures must be taken to ensure compliance with its obligations, prevent or stop the violation, or minimize the extent of the violation.

The supplier shall promptly establish a binding corrective action plan to avert, terminate, or minimize the violation or the associated risk.

## Suspension of the Contractual Relationship

If the formulation of such a corrective action plan is evidently inadequate for averting, terminating, or minimizing the violation or risk, or if the supplier fails to promptly establish such a corrective action plan, or if the implementation of the corrective action plan fails, we reserve the right to suspend the business relationship until the supplier has rectified the violation.

## Termination of the Contract

A breach of this Code of Conduct may ultimately provide grounds for the company to terminate the business relationship, including all associated supply contracts. Termination of the contractual relationship is deemed justified from our perspective, particularly when:

- a) The supplier commits a breach of its obligations under this agreement or a violation is imminent, and despite our warning and the lapse of a reasonable period for fulfilling its obligations, the supplier fails to take appropriate remedial measures to prevent, stop, or minimize the violation, and the breach or violation is significant or affects a substantial number of cases;
- b) The supplier, despite our warning and the lapse of a reasonable period, fails to cooperate in the creation of a corrective action plan or definitively refuses to cooperate.
- c) The supplier, in a manner attributable to them, fails to implement essential requirements of a corrective action plan despite our warning and the lapse of a reasonable period, or definitively refuses to cooperate.



d) Due to the seriousness of the supplier's breaches of obligations, a continuation of the contractual relationship is deemed unreasonable for us. Unreasonableness may arise, especially due to repeated or intentional offenses, the severity or multitude of violations, and may also result from violations occurring at the immediate or indirect sub-suppliers of the supplier that are not rectified within a reasonable period.

### Miscellaneous

We emphasize that compliance with the requirements of this Code of Conduct does not release the supplier from fulfilling any additional relevant requirements imposed by the applicable laws. Therefore, this Code of Conduct should be considered a minimum standard.



# Imprint

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## **Concept and Realization**

eurocylinder Systems AG

As of 12/2023

The Code of Conduct is accessible on the website of eurocylinder Systems AG.

