

## HERAEUS Supplier Code of Conduct

As an international, family-owned company with a long tradition, Heraeus enjoys an excellent reputation throughout the world. The Heraeus Supply Chain Due Diligence Policy, which is based on internationally recognized human rights standards as well as Chinese human rights standards, sets out Heraeus' expectations of its suppliers in order to ensure compliance with human rights and environmental standards. With this Supplier Code of Conduct ("Code of Conduct") we would like to ensure that we are cooperating solely with suppliers who also feel committed to the principles we have laid down for Heraeus in the [Heraeus Supply Chain Due Diligence Policy](#).

The principles and commitments set out in this Code of Conduct (Sections 1-8 below) apply worldwide to all suppliers and service providers of Heraeus ("Suppliers") who have confirmed compliance with this Code of Conduct. The Supplier acknowledges and agrees that its compliance with the principles laid down in this Code of Conduct is the prerequisite to qualify as a supplier of Heraeus.

### **1. Compliance with Laws, Rules and Regulations as well as Internationally Recognized Standards**

The Supplier hereby commits to Heraeus to comply with all legally binding rules and regulations, in particular with all applicable laws for the protection of fair competition, all export and import prohibitions in force, all applicable customs and tax regulations as well as all applicable legal regulations for occupational health and safety and for the protection of the environment.

### **2. Bribery and Corruption**

The supplier commits not to offer, promise or grant, neither directly nor indirectly, any benefits to employees of Heraeus as consideration for the procurement of products or services. If, within the scope of its business relations with Heraeus, the Supplier cooperates with consultants or sales intermediaries, the Supplier must ensure that its consultants and sales intermediaries will also not offer, promise or grant any benefits to employees of Heraeus as consideration for the procurement of products or services.

### **3. Social Demands and Environmental, Health and Safety Responsibility**

We expect our Suppliers to respect the dignity and human rights of their own employees, and to cooperate or transact business solely with partners who also commit to respect the dignity and human rights of their own employees. In this context,

we understand employees to mean all persons who work for the Supplier on the basis of a contractual relationship.

## The Supplier commits

- not to employ children below the minimum age for admission to employment permitted by applicable law (Art. 15 PRC Labor Law and ILO Convention No. 138);
- in any case, not to employ children under the age of 15, unless this is permitted by way of exception, in particular for the purpose of educational training, by applicable law;
- to respect the personal dignity, privacy and personal rights of every individual;
- not to employ anybody against their will or to force anybody to work, e.g. by withholding identification documents or employment contracts (Art. 88 PRC Labor Contract Law and ILO Convention No. 29)
- not to tolerate any unacceptable treatment of employees such as, e.g., psychological coercion, sexual or personal harassment;
- to ensure equal opportunities and equal rights for its employees (Art. 12 PRC Labor Law);
- to ensure appropriate payment and to guarantee at least the statutory national minimum wage;
- not to order or allow excessive working hours with the risk of mental or physical fatigue of its employees;
- in any case, to comply with and abide by the applicable maximum working hours;
- to ensure a safe working environment, especially as regards the exposure to toxic or other hazardous substances;
- in any case, to comply with the statutory requirements for occupational safety (PRC Law on Work Safety, PRC Law on the Prevention & Control of Occupational Diseases);
- to recognize and respect the freedom of association and not to impede or restrict associations of employees;
- to ensure that when using private security personnel, the human rights and dignity of the employees are respected;
- not to allow or benefit from the unauthorized or illegal withdrawal of land

## 4. Environmental Protection

The Supplier commits to comply with all applicable legal provisions for the protection of the environment, including the requirements under any chemicals legislation and waste legislation, to minimize environmental impacts on soil, water and air, and to continuously improve its environmental performance (PRC Environmental Protection Law and other relevant laws and regulations).

## 5. Management System

The Supplier confirms that it has established appropriate processes and structures, in particular for the timely identification of human rights risks, for the initiation and implementation of remedial measures in the case of identified risks or violations, and for raising the awareness of its own employees (for the structures and processes established at Heraeus see chapter III of the Heraeus Supply Chain Due Diligence Policy), in order to be able to ensure compliance with the commitments specified in Sections 1-4 above.

## 6. Protection of Trade Secrets

The supplier commits to refrain from the unauthorized disclosure of any business and trade secrets of Heraeus or of the business partners of Heraeus, from the transmission of any such business and trade secrets to any third party without the written consent of Heraeus, and from the unauthorized use of such business and trade secrets for its own purposes. Business and trade secrets within the meaning of this provision are all documents and information which are designated or marked as confidential or in the secrecy of which Heraeus has an interest, and which are not generally available and not in the public domain.

## 7. Audits

Upon the existence of valid reasons, Heraeus shall be entitled to verify the Supplier's compliance with the principles set forth in this Code of Conduct after prior notice and to demand corrective measures in case of any shortcomings. A valid reason for an audit of the Supplier shall in particular be deemed to exist if there are specific industry or country risks, or information received from or obtained by third parties or the Supplier itself gives cause for such an audit. Unless otherwise expressly agreed elsewhere, an audit of the Supplier will be limited to the subject areas specified in Sections 1-6 above. Within the scope of an audit, Heraeus may demand access to the Supplier's documents and records which prove the Supplier's compliance with the commitments set forth in Sections 1-6 above. During the inspection of such documents and records,

<i>Heraeus Corporate Policy "HERAEUS Supplier Code of Conduct"</i>		
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adequate consideration will be given to the protection of the Supplier's trade secrets. Heraeus may have the Supplier audit conducted by its own employees or by suitable third parties.

If there are serious indications of a severe violation or a material breach of the commitments undertaken by the Supplier under Sections 1-6 above, Heraeus may, by way of exception, also conduct unannounced audits.

## **8. Applicability to Sub-suppliers and Subcontractors**

The commitments and obligations under this Code of Conduct also apply to all business partners of the Supplier who assist the Supplier in the performance of its contractual obligations towards Heraeus. The Supplier commits to adequately ensure compliance of this Code of Conduct by its own suppliers and shall have the right to conduct audits of its suppliers for this purpose.

## **9. Termination**

Heraeus may terminate any and all contracts, agreements and undertakings with the Supplier without notice effective immediately if the Supplier violates or commits a breach of any commitment under this Code of Conduct or if any information provided by the Supplier to Heraeus is found to be incorrect, incomplete or false in any material aspect, e.g. in a questionnaire. Furthermore, the Supplier is obligated to indemnify and hold harmless Heraeus from and against any third-party claims which are asserted or entered against Heraeus on account of, or in connection with, a violation of the commitments set forth in this Code of Conduct.

**Rolf Wetzel**  
CFO (BoMD)  
2023 April, 18th

**Bernhard Reckmann**  
Head of Responsibility Office  
2023 April, 18th