



## Supplier Code of Conduct

Code of Conduct for Suppliers of profine GmbH  
and its affiliated companies §§ 15 ff. AktG (German Stock Corporation Act)

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In the interests of reader-friendliness, the text does not contain any gender-related duplications.  
All genders are addressed equally.

## 1. Preamble

We, profine GmbH and its affiliated companies in accordance with §§ 15 ff. AktG (German Stock Corporation Act) (“profine” or “profine Group”), want to align the profine group with a sustainable future worth living. We are committed to conducting all our business activities responsibly and to creating economic, ecological and social added value. In the context of corporate social responsibility, our goal is to strengthen human and environmental rights and to prevent, avoid or at least minimize their violation.

For this purpose, profine has created this Supplier Code of Conduct (“SCoC” or “Code of Conduct”) for suppliers (“Supplier(s)”), which defines the basis for business relationships or individual transactions with companies or business units of our group.

The SCoC defines the principles and requirements that profine places on its suppliers of goods or services with regard to the protection of human rights and environmental assets in the supply chain, which suppliers must observe and comply with in their business transactions with profine. The SCoC takes into account the requirements of the German Supply Chain Due Diligence Act (LkSG). profine is a company obliged under the LkSG and has set up an appropriate risk management system that covers the due diligence requirements of the LkSG. This SCoC is an integral part of this risk management.

We therefore expect our suppliers to comply with the principles set out in the Code of Conduct, as they provide the necessary basis for cooperative and appropriate collaboration with profine in the supply chain to protect human rights and the environment. In addition, we have issued further guidelines that complement this Code of Conduct and substantiate it, in particular our Code of Conduct.

## 2. Scope

This Supplier Code of Conduct applies to all natural or legal persons and their affiliated companies (parent, subsidiary, and group companies) that sell goods or provide services to profine themselves or through third parties. It is the basis of our business relationships and thus also an integral part of the contracts with our suppliers. The SCoC also applies to the suppliers' employees.

The SCoC is based on the German Supply Chain Due Diligence Act (LkSG), the International Bill of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Labor Standards, and the principles of the UN Global Compact. In particular, internationally recognized environmental standards and country-specific laws also form the basis. The SCoC is regularly reviewed and adapted to current requirements (e.g. changes in legislation).

In addition to complying with the provisions of this SCoC, each supplier is required to meet any further requirements that may arise from the relevant applicable legal provisions.

If national or local legislation deviates from the requirements of this SCoC, the stricter regulation for the protection of people and nature must always be observed.

This SCoC does not replace or override local legislation to which suppliers are subject, but should be seen as a supplement to it.

### **3. Compliance with applicable laws**

#### **3.1 Compliance with national and international laws**

We expect the supplier to comply with all applicable national and international laws and regulations, in particular with regard to the United Nations (UN) Universal Declaration of Human Rights, the principles of the UN Global Compact, the International Labor Organization (ILO) Convention, the OECD (Organization for Economic Cooperation and Development) Guidelines for Companies and all other relevant legal requirements and industry minimum standards.

In particular, the Supplier shall comply with the EU Deforestation Regulation (EUDR), the Carbon Border Adjustment Mechanism (CBAM) and the Supply Chain Due Diligence Act (LkSG) and future EU or national legislation, insofar as it is directly covered by the respective laws and regulations, and shall support profine in fulfilling its own obligations in this regard.

#### **3.2 Compliance with national and international trade and customs regulations**

The supplier shall comply with the regional and international trade and customs regulations applicable to its business. profine will not tolerate or permit circumvention of trade restrictions, import quotas or customs law, circumvention of other international agreements or any other activities that violate foreign law.

### **4. Social standards and human rights**

profine expects its suppliers not to participate in human rights violations or contribute to making such violations possible. They should respect internationally recognized human rights as well as labor and social standards and actively support their protection. This applies both in their own business area and in their own supply chain. This includes in particular:

#### **4.1 Prohibition of child labor**

profine does not tolerate any form of child labor. The use of child labor is strictly prohibited (ILO 138 and 182). The supplier guarantees not to employ children and to always comply with the applicable legal requirements, in particular with regard to the age of employees.

#### **4.2 Prohibition of forced labor**

All forms of forced labor or slavery are prohibited. This includes, in particular, serfdom, forced or compulsory labor, human trafficking and other comparable forms of exploitation, oppression or humiliation (ILO 29 and 105). The supplier shall always observe this prohibition itself and ensure that its employees perform their work voluntarily and without restriction of their freedom of movement. This also applies to its upstream and downstream supply chains.

#### **4.3 Freedom of association and collective bargaining**

Supplier employees have the full right, in accordance with national laws, to form or join trade unions for the purpose of co-determination, to participate in collective bargaining or to form or join a works council. The supplier must not in any way impair, obstruct or prevent such lawful activities (ILO 87 and 98).

The establishment, joining and membership of a trade union and/or a works council must not be used as a reason for unjustified discrimination or sanctions of any kind. Trade unions must be allowed to operate freely and in accordance with local laws. The supplier must ensure that security forces are not used to impair freedom of association.

#### 4.4 Prohibition of discrimination

Any form of harassment, abuse and discrimination, in particular, is to be avoided. The supplier does not allow unequal treatment in employment, for example on the basis of national or ethnic origin, social background, health status, disability, sexual orientation, age, gender, pregnancy, political opinion, religion or belief. Unequal treatment also includes the payment of unequal wages for equivalent work. The only exception to this is if the type of employment cannot be carried out without unequal treatment.

The personal dignity, privacy and personal rights of every human being must be respected. Any form of psychological, physical, sexual or verbal abuse, intimidation, threat or harassment is to be refrained from and must not be tolerated (ILO 100 and 111).

#### 4.5 Right to adequate remuneration and fair working hours

Remuneration for regular working hours and overtime must be adequate and comply with the national statutory minimum wage or the minimum standards customary in the industry, depending on which amount is higher. In any case, overtime pay must exceed regular pay. If the remuneration is insufficient to cover the costs of the employee's usual living expenses and to create a minimum level of savings, the supplier is obliged to increase the remuneration accordingly. Employees must be granted all legally prescribed benefits. Deductions from wages as a form of punishment are not permitted. The supplier must ensure that employees receive clear, detailed and regular written information about the composition of their pay (ILO 26 and 131).

Working hours must comply with applicable laws or industry standards, whereby the regulation that can ensure the most comprehensive occupational health and safety and the well-being of all employees is always decisive. Overtime shall only be permitted if it is worked on a voluntary basis (ILO 1 and 14).

#### 4.6 Right to health protection and safety at work

The supplier is obliged to fully comply with all applicable health and safety regulations. The Supplier shall, where reasonably practicable, take appropriate measures to prevent accidents and injuries caused by, associated with or occurring in the course of the work by minimizing the causes of hazards in the workplace. In addition, employees must be regularly informed and trained about applicable health and safety standards and measures. Employees shall be provided with access to drinking water in sufficient quantities and access to clean sanitary facilities (ILO 155 and 164).

The supplier shall not use or hire security personnel who, due to a lack of instruction or supervision, violate the prohibition of torture, endanger life and limb, or impair the freedom of association and the right to organize, or who in any other way use impermissible means to impact the rights of employees. If security personnel are used, measures must be taken to minimize the risk of human rights violations, or if possible to exclude them entirely.

#### 4.7 Preservation of natural resources

The supplier must not deprive people of their legitimate rights to land, forests or water, as the use of these resources ensures people's livelihoods. The supplier must refrain from harmful soil changes, water and air pollution, noise emissions and excessive water consumption, as these can damage people's health and significantly impair the natural basis for food production. The same applies to people's access to clean drinking water or sanitary facilities, which must not be prevented.

## 5. Ecological responsibility

The supplier is obliged to protect the environment and human health. The supplier must comply with the applicable local legal regulations for the protection of the environment and other environmental standards customary in the industry at all times. Furthermore, the supplier is required to check its own business for significant environmental impacts and to define effective guidelines and procedures to use natural resources as efficiently as possible without violating legal requirements or other industry-standard environmental standards.

### 5.1 Handling of waste and hazardous substances

Suppliers shall ensure compliance with local laws and regulations regarding the generation, storage, disposal and recycling of waste, exhaust gases and wastewater. The prohibitions on the export of hazardous waste as set forth in the Basel Convention of March 22, 1989, as amended, shall be observed. Chemicals or other materials that pose a hazard if released into the environment must be identified and handled in such a way that safety is always ensured during the handling, transportation, storage, use, recycling or reuse and disposal of these substances.

Mercury and persistent organic pollutants shall only be used and handled in accordance with the Minamata Convention of October 10, 2013, or the Stockholm Convention of May 23, 2001, on Persistent Organic Pollutants, as amended by Regulation (EU) 2019/1021 of the European Parliament and of the Council of June 20, 2019, in their most recent versions.

### 5.2 Treatment and discharge of industrial wastewater

Wastewater from operations, manufacturing processes and sanitary facilities shall be characterized, monitored, reviewed and, when necessary, treated prior to discharge or disposal. In addition, measures shall be implemented to reduce the generation of wastewater.

### 5.3 Handling of air and noise emissions

General emissions from operations (air and noise emissions) and greenhouse gas emissions must be characterized before their release, routinely monitored, checked and, if necessary, treated. The supplier is also required to monitor its air and noise emissions and is encouraged to find economical solutions to minimize any emissions.

### 5.4 Use of energy consumption/efficiency

Energy consumption is to be continuously monitored and documented. Economical solutions are to be found to improve energy efficiency and minimize energy consumption.

### 5.5 Responsible procurement of raw materials, conflict minerals

The supplier undertakes not to use any so-called conflict minerals, but only raw materials whose extraction, production, transport, trade, processing and export do not contribute, either directly or indirectly, to human rights violations, health and safety problems, environmental pollution or compliance violations. This applies in particular to raw materials such as tantalum, tin, tungsten, cobalt and gold from conflict and high-risk areas. The basis for this is Regulation (EU) 2017/821 of 17.5.2017 and comparable national and international legal regulations in their current versions. Furthermore, the supplier undertakes to refrain from purchasing any materials from illegal sources.

## **5.6 Consumption of raw materials and use of natural resources**

The supplier is obliged to reduce or avoid the use and consumption of resources during production, in particular water and energy, and the generation of waste of any kind. The use of natural resources should be reduced by means of processes such as material reduction and substitution, shared use, maintenance, reuse, remanufacturing and recycling, as well as by changing production processes. Everyone in the supply chain should be committed to the continuous development and use of environmentally and climate-friendly products, processes, and technologies. Applicable laws and regulations regarding the prohibition and restriction of certain substances in production must be strictly observed, and labeling for recycling and disposal must be provided. Self-inflicted negative effects on the environment and climate must be identified and eliminated as quickly as possible.

## **6. Ethical business conduct**

### **6.1 Corruption and integrity**

profine does not tolerate any criminally relevant behavior, in particular corruption, bribery, extortion, fraud, embezzlement or acceptance of benefits, and expects suppliers not to violate applicable economic embargoes, trade, import and export control regulations or anti-terrorism financing. The supplier is obliged to take immediate action against all types of criminally relevant behavior and to stop them. Suppliers should not offer, promise or grant gifts or other benefits to employees or third parties close to them with the aim of gaining an advantage in business transactions. The highest standards of integrity must be applied in all business activities. profine employees are entitled to accept non-cash benefits if these are not subject to taxation. Further details are regulated by a guideline for avoiding criminal behavior and a gift guideline.

### **6.2 Conflicts of interest**

Any conflicts of interest in the cooperation with profine must be avoided. In particular, suppliers may make their decisions solely on the basis of objective considerations and not be guided by personal interests. This applies in particular to close personal relationships between suppliers and profine employees. Suppliers must proactively and immediately inform profine about situations that could lead to a conflict of interest in order to enable profine to take appropriate action.

### **6.3 Fair competition**

The standards of fair business, fair advertising and fair competition must be adhered to. In addition, the applicable antitrust and competition law regulations must be observed in order to exclude, in particular, agreements and other activities that influence prices or conditions. Agreements between customers and suppliers that are intended to restrict the freedom of customers to determine their prices and other conditions for resale autonomously are not permitted.

### **6.4 Confidentiality/Data protection**

The supplier is obliged to process all information provided or otherwise obtained, in particular business secrets and personal data, in accordance with the law and for the intended purpose, ensuring adequate security of the information or personal data at all times. This includes, in particular, protection against unauthorized or unlawful processing and against loss, destruction/deletion or damage through the use of appropriate and state-of-the-art technical and organizational measures. All relevant legal requirements for data protection, information security and the protection of intellectual property must be complied with. When processing personal data (collection, storage, transmission), the supplier shall take the utmost care and maintain strict confidentiality.

## 7. Implementation of the requirements

The supplier undertakes to act responsibly when establishing a business relationship with profine and for the duration of the business relationship and to comply with the provisions of this SCoC and to take appropriate measures to ensure compliance.

Furthermore, the supplier is obliged to regularly analyze and identify the risks of its business activities using a suitable risk management system and to take appropriate measures to reduce or prevent the occurrence of such risks. In the event of suspected violations of legal regulations, the supplier shall immediately inform profine of any identified violations and risks, as well as the countermeasures taken.

### 7.1 Monitoring compliance with requirements

profine may at any time check compliance with the SCoC by means of appropriate measures, such as self-reporting by the supplier, presentation of certificates and information from third parties. Upon request by profine, the supplier shall provide reasonable evidence of compliance with the requirements. For this purpose, an electronic self-assessment questionnaire will be provided. In addition, profine is entitled, if necessary and after consultation with the supplier, to carry out risk-based audits at the supplier's production sites, taking appropriate measures to ensure the confidential treatment of any business secrets (confidential information). The supplier may object to individual audit measures if these violate data protection regulations.

### 7.2 Non-compliance mechanism

Should profine become aware of any failure to comply with the provisions of this SCoC, profine shall have the right to demand appropriate and suitable measures to ensure that the violations are immediately remedied. Failure to implement the remedial measures, or to do so adequately, may result in the suspension or termination of the business relationship. In the event of repeated or serious violations of the principles enshrined in this SCoC, profine reserves the right to terminate the business relationship.

The right to extraordinary termination for good cause without setting a grace period, in particular in the case of very serious violations, remains unaffected, as does the right to compensation.

### 7.3 Whistleblower/Complaint System

profine offers all business partners and employees a complaints channel for reporting compliance violations. This complaints system provides a secure way to report compliance violations anonymously if necessary. The corresponding link for accessing the whistleblower and complaints system can be found on the profine website (<https://www.profine-group.com>).

We expect our suppliers to report any potential human rights violations or environmental violations, violations of the principles of this SCoC or other compliance violations related to the business relationship with profine to profine immediately. The supplier can use the reporting channel listed above or contact the responsible purchaser.

profine expects its suppliers to also provide a complaints mechanism, if legally required to do so, that is open to all employees and business partners to report violations of the standards set out in this SCoC. The supplier warrants that it will neither discriminate nor punish the person providing the information on the basis of the information provided. This does not apply in the event of a false report.

## 8. Third-party protection

This SCoC exclusively governs the relationship between profine and its suppliers. Third parties are not included in the scope of protection of this SCoC and cannot assert any rights against profine arising from this.



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