



**Compliance Code for  
Suppliers and Business Partners**

Dear Sir or Madam,

TÜV NORD GROUP is a globally active company looking back on a long and distinguished tradition. Being such a company, TÜV NORD GROUP has a social responsibility towards customers, employees, investors and the general public. As part of TÜV NORD GROUP, ALTER TECHNOLOGY GROUP (ATG) and its subsidiaries share the same responsibilities and values.

This social responsibility includes that ATG and its employees, at any time and everywhere, comply with all current laws, respect fundamental ethical values and act sustainably.

In accordance with the compliance strategy pursued by ATG we expect that our suppliers and business partners as well as their employees also act with responsibility and commit to our fundamental compliance principles.

In a complex supply chain, compliance takes on a central importance. Our customers as well as organisations where we are accredited, also oblige us to meet high compliance standards and to ensure the same from our supply relationships.

Therefore, we would like to conclude an agreement with your company, as a business partner of ATG, by signing this Code for Suppliers and Business Partners with you, which commits us to jointly meet the fundamental requirements regarding human rights, work standards, environmental protection and health and safety at work, compliance with all laws and the rejection of corruption.

We would therefore ask you to confirm the recognition of this Code as the basis of our business relationship by returning to us the completed and signed Supplier Declaration on the last page of the enclosed document.

We look forward to a successful cooperation.

ALTER TECHNOLOGY GROUP

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## 1. Introduction

TÜV NORD GROUP convinces its customers worldwide by a wide range of future-orientated services. For the benefit of its customers, with its success story extending across more than 100 years, TÜV NORD GROUP stands for experience and competence. With its services it is globally available, and its competence provides for quality, safety and reliability. It supports and develops economical business solutions and innovations. It is aware of its social responsibility and is therefore fully committed to internationally recognised sustainability rules (e.g. the Global Compact and the Global Responsibility Initiative).

In accordance with the compliance strategy pursued by TÜV NORD GROUP and ALTER TECHNOLOGY GROUP (ATG), we expect that suppliers, i.e. all contracting parties providing goods, materials or services to ATG, and business partners, this includes business partners with intermediary or representation functions, acting in sales-supporting roles in the interests or on behalf of ATG, such as e.g. consultants, intermediaries, representatives etc., and their employees, also act with responsibility and commit to the fundamental principles shown in this Code for Suppliers and Business Partners.

Where, in connection with the business relationship with ATG, the suppliers or business partners employ third parties, e.g. subcontractors or representatives, ATG expects that those third parties also commit to this Code.

## 2. Social responsibility

Social responsibility leads to the obligation to comply with the legal framework and all current laws. From suppliers and business partners we expect in particular compliance with the following fundamental principles:

### Human rights

Suppliers and business partners respect and safeguard all regulations applicable worldwide for the protection of human rights as fundamental and generally applicable standards. In particular, this also includes that suppliers and business partners employ neither forced labour nor child labour. Suppliers and business partners comply with the regulations on the legal minimum age for the employment of children, as stipulated in the ILO Convention 138.

### Equal opportunities and non-discrimination

Suppliers and business partners do not discriminate against anyone on the basis of ethnic or national identity, race, gender, religion, world view, age, disability, sexual orientation or any other characteristics protected by law, inasmuch as this is not precluded by mandatory law.

### Environmental protection

Suppliers and business partners assume responsibility with regard to environmental protection matters and comply with all statutory requirements concerning the environment and sustainability.

They use natural resources economically and minimise environmental impacts. As supplier or business partner, you declare on the subject of environmental protection that:

- You have a process or own organisation which ensures compliance with the statutory regulations and customer requirements with regard to the operational and product-related environmental protection
- All necessary approvals and/or permits for the operation of your sites are documented and regularly reviewed
- You have a suitable management system, e.g. ISO 14001 or a comparable system, for corporate environmental protection
- You have rules, directives, internal standards or similar for product-related environmental protection (product design, material restrictions, markings, duties to supply information, recycling, environmentally compatible product utilisation, maintenance, disposal, if nec. chemicals legislation) and train your employees accordingly
- You actively inform your customers about the environmental compatibility of your products (e.g. product environment declarations, environmental protection reports)

### Product safety

Suppliers and business partners comply with all applicable regulations and standards relevant to product safety law requirements, in particular the statutory requirements with regard to the safety, marking and packaging of products as well as the use of hazardous substances and materials.

### Health and safety at work

Suppliers and business partners comply with the respective applicable statutory requirements for health and safety at work. They support the ongoing further development and improvement of working conditions. Suppliers are expected to assume responsibility for the health and safety of their employees. Your contribution as supplier or business partner for the active implementation with regard to the health and safety of employees:

- a clear commitment of the company management to health and safety at work,
- continuous assessment and consideration of any possible impacts of the activities, products and services on the health of employees,
- regular implementation of measures for the prevention of accidents on construction sites and production sites/facilities,
- immediate elimination of any unsafe and hazardous conditions,
- implementation of precautionary measures against accidents and occupational diseases;
- you have competent persons with responsibility for the subject of health and safety at work and ensure compliance by means of suitable measures;
- employees must be equipped with the protective equipment identified for their activities and obligated to use/wear the same.

## Employee rights

Suppliers are expected to comply with fundamental employee rights as contained in international conventions such as for example the United Nations (UN), the International Labour Organisation (ILO) or the Organisation for Economic Cooperation and Development (OECD). As a supplier you contribute to the active implementation of this Code of Conduct for compliance with fundamental employee rights, as follows:

- You have internal regulations by means of which compliance with the currently applicable employee rights is assured
- When hiring employees and with regard to personnel measures, such as, e.g., training and further education as well as promotion, you comply with the principles of equal opportunities and equal treatment, that is, a discrimination due to race or skin colour, nationality, social background, any disabilities, sexual orientation, political or religious conviction as well as their gender or age is not permissible
- You do not employ any persons who are obliged to work for you on the basis of any law, any decision by an authority or due to any sentence by a court of law, that is, forced labour within the meaning of Convention No. 29 of the International Labour Organization (ILO) is not permitted
- You have established internal rules for fair contacts and relations to others and check compliance with the same. Your employees are able to make complaints freely to their superiors without having to fear any reprisals. Behaviour (including gestures, language and physical contacts) is not tolerated which in its nature is sexual, coercive, threatening, abusive or exploitative
- You pay your employees a fair remuneration and comply with relevant country-specific statutory minimum wages and labour time limits
- You accept the right of employees, applicable within the relevant statutory framework, to form associations such as e.g. trade unions, and to neither prefer nor disadvantage any members of employee organisations or trade unions

## **3. Transparent business relationships**

Openness and transparency are the key for credibility and trust in business dealings. From suppliers and business partners we expect in particular compliance with the following fundamental principles:

### Avoiding conflicts of interest

Suppliers and business partners come to their decisions exclusively on the basis of factual criteria and do not allow themselves to be influenced by personal interests and relationships.

#### Prohibition of corruption

Suppliers and business partners do not tolerate any corruption. They ensure that their employees, subcontractors or representatives do not grant, offer or accept any bribes, kickbacks, non-permissible donations or other non-permissible payments or advantages in relation to customers, office holders or other third parties.

#### Presents, hospitality and invitations

Suppliers and business partners offer neither directly nor indirectly improper benefits in the form of gifts, hospitality or invitations to employees or any third parties in order to effect any non-permissible influencing. Neither do they request or accept any such improper benefits.

Any promotional and occasional gifts granted to employees on a voluntary basis by business partners may be made only within a suitable value range and context.

Any invitations extended to business partners for meals or events must serve a business purpose, not take place with improper frequency and any hospitality must be effected in connection with the normal cooperation and be proportionate to the cause.

#### The government as client/customer and how to deal with authorities

Suppliers and business partners strictly comply with all statutory requirements when dealing with governments, authorities and public institutions. When participating in public invitations to tender, they respect the relevant statutory requirements and the rules of free and fair competition.

#### Consultants and intermediaries

Suppliers and business partners use consultants or intermediaries only in full compliance with all applicable laws. In particular, they ensure that the remuneration paid to consultants or intermediaries is paid only for consultancy and brokerage services actually performed and that the remuneration is suitably commensurate with the performance rendered.

## **4. Fair market behaviour**

As a fair and responsible participant in the market, we meet contractual obligations. From suppliers and business partners we expect the same, in particular compliance with the following fundamental principles:

#### Free competition

Suppliers and business partners comply with all applicable antitrust laws. In particular, they do not engage in any anticompetitive agreements with competitors, suppliers or customers and do not abuse any possibly existing market-dominating position.

### Export control

Suppliers and business partners ensure compliance with all respectively applicable laws regarding the import and export of goods, services and information.

### Money laundering

Suppliers and business partners maintain business relationships only with such business partners of whose integrity they are convinced. They ensure that the respectively applicable statutory regulations against money laundering are not broken.

### Business information

In accordance with statutory regulations, suppliers and business partners publish business data and report on their business activities truthfully and in compliance with the respectively applicable laws.

### Supply chain

At our suppliers, too, a part of the added-value creation takes place in the supply chain. Therefore, it is important for us that our suppliers suitably promote and actively implement compliance with this Code or an equivalent own code of conduct in their supply chain as well.

We therefore expect from our suppliers full compliance with this Code not only within their own organisation but also the transfer and promotion of the standards summarised by us in this Code to/with their own suppliers.

### Conflict minerals sourcing

ATG commits itself to responsible sourcing of conflict minerals (including specially tungsten-wolfram, tin, tantalum and gold). All products and materials provided by our suppliers comply with the applicable laws and regulations regarding this subject. Their policy makes sure to the maximum possible extent that the procurement of products and materials required for their supplies does not support armed conflicts in the Democratic Republic of Congo and/or surrounding countries. The same requirements apply on their lower tier suppliers.

## **5. Data protection, business secrets and company assets**

Confidential data, business secrets and company assets must be protected. From suppliers and business partners we expect in particular compliance with the following fundamental principles:

### Data protection

Suppliers and business partners comply with all respectively applicable laws for the protection of the personal data of employees, customers, suppliers and other persons concerned.



### Protection of know-how, patents, company and business secrets

Suppliers and business partners respect the know-how, patents, company and business secrets. They do not pass on any such information to any third parties without prior express approval or in any other impermissible way.

### Handling of company assets

Suppliers and business partners respect the material and immaterial assets of the company and do not use the same for unethical or non-company purposes. They ensure that their employees as well as any third parties used by them in connection with the business relationship, such as subcontractors or representatives, neither damage nor misuse the assets of the company.

## **6. Consequences if the Code is violated**

If a supplier or business partner fails to comply with the fundamental principles laid down in this Code of Conduct, sanctions may be taken, in dependence of the type of violation, up to and including an extraordinary termination of the supply relationship with that supplier or up to the termination of the business relationship with that business partner.

In the event of any deviations from the principles of this Code, we shall jointly discuss or clarify with the supplier or business partner, how corrections are to be sustainably implemented within an appropriate time frame.

All measures defined as a result of the review enter into the supplier assessment. The implementation of the measures thus influences the assessment of the performance of the supplier, the estimation of the future potential of the supplier as well as the status of the supplier approval.

The sustainable compliance with the obligations and principles of the Code for Suppliers and Business Partners can be reviewed. Here, the following methods can be used, the support of which by competent personnel must be ensured by the supplier or business partner:

- Self assessment
- Supplier quality audit
- Event-related review / audit

The review on site is only carried out after prior announcement, within the usual hours of business, and only in accordance with respectively applicable law. Additionally, it is ensured that neither the business activities of the supplier are restricted nor the confidentiality agreements of the supplier with any third parties violated. All data are treated in accordance with the applicable statutory regulations for the protection of personal data and for data security as well as antitrust law regulations.

## **7. Contractual obligation**

The principles and requirements of this Code are understood to be a minimum standard for sustainable supplier management. This Code represents the basis of our business relationships and is thus an integral component part of our purchasing contracts with suppliers or other contractual agreements with business partners.

In addition to the own commitment to the values of the Code of Conduct, the legally effective commitment of our suppliers and business partners to the principles of this Code is a decisive component of the compliance program of ATG.

From the contractual obligation of the suppliers and business partners, there results the right to institute appropriate legal consequences in the event of any severe breaches of this Code, such as - in particular - the right to terminate the contractual relationship.

Our suppliers therefore undertake to comply with the regulations of this Code for Suppliers and Business Partners by legally signing and returning the declaration enclosed as an annex.

### Annex

- Declaration of Supplier

## Declaration of Supplier

on the Code for Suppliers and Business Partners of ALTER TECHNOLOGY GROUP

**Supplier / Business Partner** .....

**Address** .....

.....

.....

**Contact person** .....

**Function** .....

**Email** .....

**Phone** .....

We have read and understood the content of the Code for Suppliers and Business Partners of ALTER TECHNOLOGY GROUP.

We hereby declare our express agreement that this Code becomes a contractual basis for all existing and future contractual agreements between our company and an ALTER TECHNOLOGY GROUP company.

Place, date .....

Name / Function in (printed letters) .....

Signature .....