

Code of Ethical Conduct for Fischer Automotive Sp. z o.o. Sp.k (FA1) Suppliers

PREFACE...

FA1's goal is to operate a sustainable business that generates long-term profits in an ethical and prudent manner. This is achieved by continuously improving our processes, products and services, taking into account economic, personnel, social and environmental aspects, among others. Our values – Openness, Honesty, Trust and Respect for others – serve as guiding principles for our actions.

FA1 expects all entities supplying products or services to FA1 to commit to adhering to this Code of Conduct for FA1 Suppliers ("**Supplier Code**"). In addition, the Supplier and FA1 have the option to agree on further standards in trade agreements.

This Supplier Code is designed to ensure that FA1's values and ethical standards are understood and adhered to by all our Suppliers and Business Partners. FA1 expects all its Suppliers to align with our values, to be committed to sustainable development, and to adhere to similar high standards of labor practices and business ethics.

This Supplier Code was approved on **1 May 2024**

➤ COMPLIANCE

The Supplier shall comply with the provisions of applicable legal systems, including legal requirements and local regulations. Such laws and regulations typically concern, for example, the environment, waste management, labor rights, safety issues and product safety, sanctions and export controls in place, and anti-corruption and anti-money laundering.

WHAT DOES IT MEAN IN PRACTICE?

- *Keep abreast of legislation and regulatory developments in the relevant area and communicate relevant changes to FA1 / your other clients as well.*
- *Require your suppliers, customers, consultants and other business partners to act legally and responsibly.*
- *Unlawful practices must not be permitted.*

➤ FAIR COMPETITION

The Supplier is obliged to conduct its business and compete in accordance with applicable antitrust and competition rules.

WHAT DOES IT MEAN IN PRACTICE?

- *Avoid unnecessary contacts with competitors and do not enter into any arrangements on prices, market sharing, production volumes or the like. Note that sharing this type of confidential information may amount to a cartel infringement .*
- *Do not enter into vertical agreements restricting competition with your distribution networks, such as impeding parallel trade and pursuing resale price maintenance policies.*

➤ **COUNTERING CORRUPTION AND BRIBERY**

FA1 is not involved in any corrupt or bribery activities. The Supplier also agrees not to tolerate corruption and bribery.

The Supplier agrees not to make any improper payments or enter into any other arrangements that could be perceived as intended to influence or corrupt the recipient. Such improper payments and arrangements can include bribes, gifts, favors, gratuities, loans, perks and forms of entertainment.

The Supplier is required to confirm that neither it nor its affiliates, beneficiaries or directors have been indicted in any jurisdiction for corruption, economic sanctions, export control or money laundering offenses.

WHAT DOES IT MEAN IN PRACTICE?

- *Do not accept, offer or promise bribes, gratuities, illegal discounts or any other unethical payments.*
- *Working with government officials usually involves a higher risk of bribery, especially in terms of offers of hospitality and gifts, and you, as a Supplier, are aware of this risk and have appropriate procedures in place to identify and prevent bribery.*
- *Do not offer or accept gifts or offers of hospitality that could influence decisions made by you as a supplier or by FA1 employees or management as a purchaser. The Supplier shall ensure compliance with applicable export and import regulations, sanctions regulations and restricted sectors (such as military use) administered, enacted or enforced by any relevant jurisdiction or authority.*

➤ **HUMAN RIGHTS AND LABOR RIGHTS**

The Supplier is expected, in the same manner as FA1, to respect human rights as set forth in the UN Universal Declaration of Human Rights and to comply with internationally recognized labor standards as set forth by the International Labor Organization (ILO) and the UN Global Compact.

The Supplier is obliged to treat people with respect and provide them with equal opportunities for personal development and professional improvement, which means that the Supplier does not allow discrimination. The Supplier shall refrain from using child labor or forced labor in its operations and shall take active measures to prevent bullying or harassment.

The Supplier shall respect the right of employees to freedom of association and collective bargaining, pay appropriate wages and benefits, and ensure that employees' working hours comply with all applicable laws.

The Supplier is expected to take steps and measures to prevent and mitigate negative human rights impacts and to avoid causing, contributing to, or being associated with negative human rights impacts. The Supplier should treat people with respect and provide them with equal opportunities for personal and professional development, which means that the Supplier does not allow discrimination.

The Supplier shall not participate in or benefit from any form of modern slavery, forced, compulsory or bonded labor. All employment must be freely chosen, and employees are free to leave or terminate their employment with reasonable notice.

The Supplier respects employees' right to freedom of association and collective bargaining, pays appropriate wages and benefits, and ensures that employees' working hours comply with all applicable laws.

WHAT DOES IT MEAN IN PRACTICE?

- *It is forbidden to discriminate on the basis of a person's gender, age, race, ethnicity, disability, nationality, sexual orientation, religious beliefs, political affiliation, marital status or status or material position, and measures must be taken to protect employees from bullying or harassment, sexual or otherwise.*
- *Observe the working hours of employees and ensure that overtime is provided in exceptional situations (such as during peak production periods), and that employees are paid overtime accordingly.*
- *Ensure that all employees have the right to conclude and sign employment contracts in a language they understand, and not be forced to show passports or other identification documents.*
- *Make sure that employees are free to terminate their employment in accordance with applicable laws and collective agreements.*
- *Do not employ children under the age of 18 to perform tasks that are harmful to their health and safety (e.g., working at night), or employ children under the age of 15 (14 or 16 in some countries) to work in a way that impedes or negatively affects their schooling.*

OCCUPATIONAL HEALTH AND SAFETY

The Supplier shall ensure that each of its employees or subcontractors' employees who enter the premises of FA1 or work there shall comply with all relevant FA1 procedures and instructions concerning, for example, safety and hygiene at work, logistics, conduct, and security on the premises.

The Supplier is obliged to ensure workplace safety and hygiene as well as the protection of employees, guests, and other individuals affected by its activities. A workplace safety management system compliant with the OHSAS 18001 standard or an equivalent system must be implemented, or otherwise demonstrate that the activities meet the specified requirements outlined in these systems.



ISO45001 or an equivalent system must be implemented, or otherwise demonstrate that operations meet the requirements contained in the system.

The Supplier should at least comply with all applicable safety and health regulations in the countries where it operates.

The Supplier shall take necessary steps to protect employees from diseases and illnesses and injuries arising from their employment. For example, the Supplier shall provide all employees with necessary personal protective equipment free of charge and instructions on how to use such equipment. It is the Supplier's responsibility to organize appropriate monitoring of the use of personal protective equipment when the task requires it. Employees have the right to refuse to work if the conditions are unsafe without fear of penalty in any form.

The Supplier shall provide appropriate health and safety information as well as training for employees in a language they understand. Training and accident records and statistics must be kept and provided to FA1 upon request.

The supplier should also have emergency procedures in place for situations such as fires, leaks, and natural disasters. The supplier shall ensure that there are appropriate emergency plans and evacuation procedures, suitable equipment for detecting and suppressing hazards, training and drills, and appropriate emergency exits.

WHAT DOES IT MEAN IN PRACTICE?

- *Upon entering the FA1 premises, it is necessary to familiarize oneself with the locally applicable safety regulations and instruct employees to review safety instructions, watch a demonstration dedicated to safety regulations, listen to safety instructions on the premises, and use appropriate personal protective equipment (PPE) in accordance with the applicable instructions.*
- *It is essential to prioritize the safety of one's own employees and provide them with adequate tools and protective equipment.*

➤ ENVIRONMENT AND SUSTAINABLE DEVELOPMENT

The Supplier is obligated to comply with environmental protection regulations and ensure necessary permits are obtained.

The supplier shall minimize the negative impact on the environment, including soil, water, air, and biodiversity. Continuous improvement shall be demonstrated by the Supplier, striving to apply Best Available Techniques (BAT) and Best Environmental Practices (BEP) whenever possible. The Supplier shall aim for continuous improvement in overall environmental efficiency related to environmental aspects. Identification, monitoring, management, and reduction of air emissions from its activities shall be undertaken by the Supplier. The Supplier shall seek low-emission solutions wherever possible.

It is the Supplier's obligation to minimize negative impacts on the natural environment regarding soil, water, air, and biological diversity, demonstrating continuous improvement and, wherever possible, applying Best Available Techniques (BAT).

Management of all waste generated from its activities, products, or client-owned assets falls under the Supplier's responsibility. Implementation of an environmental management system compliant with ISO 14001 or a similar system, or demonstrating in another way that activities meet the specified requirements in these systems, is required of the Supplier.

Respect for local communities in countries and regions where it operates is paramount for the Supplier, striving to minimize any negative or harmful effects on them.

WHAT DOES IT MEAN IN PRACTICE?

- *In all activities, consideration for the well-being of the natural environment and compliance with environmental protection regulations and other regulations must be ensured.*
- *Implemented mechanisms supporting continuous improvement in reducing the impact on the natural environment are necessary.*

➤ **PRODUCT SAFETY**

All products and services must meet the quality and safety criteria specified in the relevant agreements, as well as comply with applicable legal requirements. The Supplier is obligated to manage product safety hazards throughout the supply chain. The Supplier is required to use materials with known origins and ensure the traceability of raw materials and finished products. The Supplier must ensure that delivered products, if used as intended, are safe for people and the environment.

WHAT DOES IT MEAN IN PRACTICE?

- *All products must be labeled in accordance with relevant legal requirements.*
- *It is necessary to inquire about and control the origin of materials used in the production of the product or in production activities.*
- *In the event of any product safety-related issues, customers must be promptly informed.*

➤ **SUPPLY CHAIN**

The Supplier shall ensure that all its direct suppliers accept and comply with the requirements of this Supplier Code.

➤ **ENFORCEMENT OF THE PROVISIONS OF THE CODE**

FA1 reserves the right to conduct periodic visits or audits to ensure the Supplier's compliance with this Supplier Code.

If FA1 finds that the supplier does not meet the requirements and expectations specified in this Supplier Code, FA1 will discuss with the Supplier the issues that require correction or improvement. The Supplier will then take, without undue delay, commercially reasonable corrective actions.



The Supplier is expected to maintain accurate and transparent documentation and records regarding the requirements of this Supplier Code. The Supplier will provide information and documentation on topics covered by this Supplier Code upon request from FA1..

FA1 reserves the right to cancel outstanding orders, suspend future orders, and/or terminate the agreement with the Supplier in the event of a material breach of this Supplier Code. Each Supplier undertakes to familiarize themselves with the Supplier Code and ensure, through appropriate signature, that they will adhere to it

Date: _____

Supplier: _____

Full name (signature)