



**Supplier  
Code of Conduct  
Aenova Group**

# Supplier Code of Conduct

## Preamble

- (A) The Aenova Group is committed to the good health and well-being of people as well as the environment in which people live. The protection of people and the environment is of the utmost importance to Aenova Group. Therefore, the Aenova Group's companies and the cooperation with the suppliers of the Aenova Group should ensure certain minimum standards, in particular with regard to human rights, working conditions and environmental requirements.
- (B) Aenova Group values its commitment to complying with applicable laws, regulations, policies and the terms of executed contracts in its business activities. This Supplier Code of Conduct sets forth the standards of business conduct that Aenova Group expects all its suppliers to comply with and share this same commitment.
- (C) Depending on the material context, '**Aenova**' refers to all companies of the Aenova Group and each individual company of the Aenova Group.

## A. Human rights, working conditions and environmental protection

### 1. Fundamental values and minimum standards

#### 1.1. Preface

In the following guidelines, Aenova deliberately does not refer to all ILO and UN conventions, as this is more confusing than it is helpful. Rather, it is important to Aenova that all suppliers share the fundamental values expressed in the ILO and UN Conventions and the Human Rights Pacts of 1966 and that they strive consistently and with common sense to adhere to the provisions of this section and to treat and protect people and the environment with dignity. The specified minimum standards are based on the German Supply Chain Act (*Lieferkettensorgfaltspflichtengesetz*). If a supplier is unclear how a specific requirement is to

be understood in individual cases and whether there is a need for action, this should be checked together with Aenova after consultation.

## **1.2. Minimum standards**

Aenova expects its suppliers to adhere to the following requirements and minimum standards (**'Minimum standards'**) in its operations and supply chains:

### **a. Exclusion of forced labour and humiliation**

No forced labour, slave labour or similar labour may be used. All work must be voluntary and carried out without the threat of punishment. Furthermore, there must be no unacceptable treatment of workers, such as psychological hardship, sexual harassment and humiliation. Security forces must not be commissioned or used if, during their use, persons are treated or injured in an inhumane or degrading manner or if freedom of association is impaired.

### **b. Prohibition of child labour**

Child labour may not be used at any stage of production. The age of employees shall not be less than the age at which compulsory schooling ends under the law of the place of employment, and in any event not less than 15 years of age. If children are found at work, the supplier shall document the measures to be taken to remedy the situation and enable the children to attend school. Young workers under the age of 18 may not be employed in work which is harmful to the health, safety or morality of children. Special protection regulations must be observed.

### **c. Reasonable remuneration**

The remuneration for regular working hours and overtime must correspond to the national statutory minimum wage or industry minimum standards, whichever is higher. The remuneration for overtime must always be more than the remuneration for regular hours. Insofar as the remuneration is insufficient to cover the cost of ordinary living and to form a minimum amount of reserves, the supplier shall be obliged to increase the remuneration accordingly. Employees are to be granted all benefits prescribed by law. Deduction of salary is not permitted as a disciplinary measure. The supplier shall ensure that workers receive clear, detailed and regular written information on the composition of their remuneration.

**d. Fair working hours**

Working hours must comply with applicable laws or industry standards. Overtime is only permissible if it is worked on a voluntary basis and does not exceed 12 hours per week, while employees must be given at least one day off after six consecutive working days. The working week may not regularly exceed 48 hours.

**e. Freedom of association**

The right of workers to form organisations of their choice, to join them, to negotiate collectively and to strike must be respected. Where freedom of association and the right to collective negotiations are restricted by law, alternative means of independent and free association of workers for the purpose of collective negotiations shall be provided. Employees may not be discriminated against on the grounds of founding, joining or being a member of such an organisation. Workers' representatives shall be granted free access to the workplaces of their colleagues to ensure that they are able to exercise their rights lawfully and peacefully.

**f. Prohibition of discrimination**

The unequal treatment of employees in any form is prohibited unless it is justified by the requirements of their employment. This applies, for example, to disadvantages based on gender, national, ethnic or social origin, skin colour, disability, health status, political beliefs, world view, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual are respected.

**g. Occupational health and safety**

The supplier is responsible for providing a safe and healthy working environment. By setting up and applying appropriate occupational safety systems, the necessary precautionary measures are taken to prevent accidents and damage to health occurring in connection with the work. Excessive physical or mental fatigue must be prevented by appropriate measures. Employees are also regularly informed and trained on applicable health and safety standards and measures. Employees will be given access to a sufficient amount of drinking water and clean sanitary facilities.

#### **h. Preserving natural resources**

The supplier may not, in violation of legitimate rights, deprive land, forests or waters the use of which secures the livelihood of people. It shall refrain from harmful changes to the soil, water and air pollution, noise emissions and excessive water consumption if this harms the health of persons, significantly impairs the natural basis for the production of food or prevents the access of persons to safe drinking water or sanitary facilities.

#### **i. Environmental protection**

Aenova's suppliers pay attention to environmental protection. This applies in particular to the Minimata Convention (ban on the handling of mercury) of 10 October 2013, the Stockholm and POPs Convention (ban on the production and use of chemicals containing persistent organic pollutants and the unsafe handling of the waste concerned) of 23 May 2001 and the Basel Convention (Control of Export and Disposal of Hazardous Wastes) of 22 March 1989, in the current applicable versions. Suppliers also contribute to protecting the environment through the careful use and consumption of resources as well as energy efficiency.

## **2. Implementation procedure**

### **2.1. Preventive Measures**

Aenova only wants to work with suppliers that take into account human rights and environmental expectations.

Aenova offers its suppliers training on the topics listed in Point 1.

Suppliers are strongly encouraged to report concerns related to real or perceived violations of the minimum standards mentioned here via Aenova's whistleblower reporting mechanism at <https://aenova.integrityline.app/>, where the reporting procedure is explained in detail. The supplier shall make its employees and suppliers aware of this possibility of a complaint in an appropriate manner. The complaint procedure must be accessible to employees while maintaining the confidentiality of their identity and effectively protecting them from discrimination. Aenova does not tolerate retaliation and expects that no supplier will retaliate against anyone who reports suspected or known cases of misconduct in good faith.

## **2.2. Repressive measures**

Insofar as a breach of the minimum standards by the supplier is feared or has occurred, the supplier must immediately take appropriate remedial measures that are suitable to put an end to the violation. After becoming aware of a violation, Aenova shall set the supplier a reasonable period of grace to end the violation.

If a rapid and immediate termination of the violation of the minimum standards cannot be achieved, the supplier shall develop a concept for ending the violation or minimising the effects of the violation that must comply with the fundamental values and minimum standards laid out herein. In particular, this must include a timetable with specific implementation steps to avoid or end the violation of the minimum standards.

Aenova reserves the right to temporarily suspend business relations with the supplier while the measures are being implemented.

If the grace period expires unsuccessfully or if the implementation of the measures contained in the plan does not provide a remedy and no more lenient means are available, Aenova may terminate the business relationship and terminate all contracts. A statutory right to extraordinary termination without setting a grace period, in particular in the case of violations that are to be assessed as very serious, shall remain unaffected, as shall the right to claim damages.

## B. Other requirements

### 3. Compliance with the law

Aenova complies with all laws and regulations applicable to it. Aenova also expects this from its suppliers. This includes, in particular, compliance with the applicable (i) GxP and regulatory requirements of the country of manufacture/origin of the goods and the relevant regulatory authorities as well as, in particular, the EU guidelines on Good Distribution Practice (GDP), insofar as the supplier is subject to these regulations, (ii) anti-corruption regulations and (iii) antitrust and competition laws.

### 4. Implementation procedure

If Aenova becomes aware of demonstrable, blatant and intentional breaches of the law by a supplier, Aenova may terminate the business relationship without notice. Further regulations may be set out in the respective supplier contracts.

In the case of all other forms of non-compliance on the part of the supplier, Aenova shall endeavour to remedy the situation within the scope of what is possible in each individual case.



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