



# KAEFER SUPPLIER CODE OF CONDUCT (SCOC)

KAEFER. When it counts, count on us..



**KAEFER**

## When it counts

For over 100 years, KAEFER has stood for quality and trust toward customers, suppliers, and employees. Close cooperation with our suppliers is important to us to ensure high-quality results of our services.

KAEFER respects human rights, is committed to environmentally and socially responsible corporate governance, and aims to base its relationship with suppliers on trust, loyalty, consistent performance, professionalism, ethics, innovation, and sustainability.

We require this behaviour not only from ourselves, but also from our suppliers and their contracted companies in the supply chain. We see ourselves as part of a value chain and place our direct suppliers under obligation to pass along the principles and requirements described below to their suppliers as well. We strive to achieve healthy, sustainable growth together with our suppliers. KAEFER reserves the right to review and select suppliers and to demand corrective action on the basis of these criteria in line with KAEFER's risk management.

KAEFER is committed to upholding internationally recognised human rights in its KAEFER Group Human Rights Policy. This SCoC is based on international frameworks, such as the UN Universal Declaration of Human Rights (UDHR), the UN International Covenant on Civil and Political Rights (ICCPR), the UN Guiding Principles on Business and Human Rights, the core labour standards of the International Labor Organization (ILO), the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz), and the respective national laws.

This SCoC is a mandatory part of all contracts with suppliers at KAEFER. You may contact our Supply Management Team if you have any questions.

Yours faithfully,



Dr. Roland Gärber  
CEO



Sandro Barrach  
COO



Karsten Wirth  
CFO

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Notes:

<sup>1</sup> Scope: This SCoC applies to all KAEFER suppliers. These include direct suppliers of materials, service providers (such as subcontractors and outside contractors) and temporary employment agencies.

<sup>2</sup> Linguistic note: For the sake of readability, the masculine form has been used in the text. However, the information refers to members of all genders.

# 1. KAEFER CODE OF BUSINESS CONDUCT

The KAEFER Code of Business Conduct serves as a guide for legally and ethically correct conduct. It sets out principles of conduct and guidelines for day-to-day business activities and is based on a shared understanding of values for employees and the company. Fairness, responsibility, and respect for laws and rights are essential principles. The KAEFER Code of Business Conduct is supplemented and expanded by specific corporate statements (KAEFER Group Policies) on certain topics, such as the [KAEFER Group Human Rights Policy](#).

The supplier acknowledges the KAEFER Code of Business Conduct and will comply with it.

The KAEFER Code of Business Conduct can be found on the KAEFER Group website:

<http://compliance.kaefer.com>

# 2. SUPPLEMENTARY OBLIGATIONS FOR SUPPLIERS

The most important obligations from the KAEFER Code of Business Conduct are summarised below and supplemented by additional obligations. In general, the supplier will refrain from doing anything that is unlawful with regard to human rights and environmental protection or that impairs protected legal positions. The supplier must comply with all relevant legal regulations, such as, in particular the German Supply Chain Due Diligence Act or comparable country-specific regulations.

## 3. CORPORATE INTEGRITY

### **Fighting Corruption**

KAEFER does not tolerate any form of corruption. Our suppliers must therefore refrain from any form of corruption, granting of advantages, and giving and taking of bribes and implement appropriate prevention, monitoring, and enforcement procedures to ensure this.

### **Conflicts of Interest**

Our suppliers are also obliged to avoid any form of conflict of interest. The supplier informs KAEFER of any situation that leads or could lead to a conflict of interest.

### **Competition and fair Business Practices**

KAEFER does not tolerate and therefore does not engage in any business practices, transactions, or activities that violate competition laws. Our suppliers are therefore required to comply with the rules of fair competition and to abide by applicable antitrust and competition laws.

### **Protection of confidential Information and intellectual Property Rights**

To the extent that suppliers receive confidential information from KAEFER, such information will be used only in an appropriate manner and only within the scope of contractual obligations with KAEFER. Suppliers must protect confidential information accordingly. Suppliers must also ensure that data worthy of protection as well as intellectual property rights of KAEFER or third parties (own employees and business partners, etc.) are properly secured.

KAEFER as a name as well as the KAEFER logo are registered as word and figurative marks at the responsible patent and trademark offices. Suppliers may therefore use KAEFER's name or logo for advertising and reference purposes only with KAEFER's express consent in writing. The same applies to all other trademarks registered in favour of KAEFER.

## **Whistleblowing and Reporting of Violations**

KAEFER promotes transparency and lawful conduct based on an open corporate culture. Employees and business partners as well as third parties are therefore encouraged to report actual or suspected misconduct accordingly. KAEFER has established various reporting channels for this purpose, in particular the KAEFER Compliance Helpline at the following link:

<https://www.bkms-system.com/kaefer>

The KAEFER Compliance Helpline can also be used for whistleblowing on matters relating to human rights and environmental risks and violations of human rights or environmental obligations. This applies to whistleblowing on matters relating to the business of KAEFER as well as the business of a direct / an indirect supplier.

KAEFER expects suppliers to also provide their employees and business partners with adequate and appropriate reporting channels or complaint mechanisms. Whistleblowers must be protected in accordance with the applicable legal requirements, and tips must be followed up appropriately.

## **4. EMPLOYMENT RELATIONSHIPS**

KAEFER's suppliers undertake to forbid any human rights risks prohibited by law. This means in particular:

### **Prohibition of Child Labour**

KAEFER strictly opposes child labour. As a minimum, our suppliers are required to adhere to the ILO Conventions on Minimum Age for Admission to Employment and do not allow child labour.

### **Exclusion of Forced Labour / Slavery / free Choice of Employment**

KAEFER's suppliers agree that they will not practice or tolerate forced labour, slavery, or labour of any such nature in their business or supply chain. All work must be voluntary, and employees must be able to end work or the employment relationship at any time.

## **Diversity, Non-Discrimination, and Fair Treatment**

Discrimination in any form is not permitted. KAEFER suppliers must promote equal opportunity and equal treatment for their employees regardless of their origin, gender, nationality, sexual orientation, age, marital status, pregnancy, any disabilities, political or religious affiliation, union membership, or any other reason prohibited by law.

The personal dignity, personal rights, and privacy of each individual are respected.

Our suppliers must treat all people fairly and guarantee freedom from sexual harassment, sexual abuse, corporal punishment, and/or torture, mental or physical coercion, or verbal abuse, as well as threats of such conduct. Likewise, employment contracts should not be able to be terminated without cause.

## **Working Hours, Wages, and other Benefits**

Suppliers of KAEFER must comply with the working time regulations as amended. Compensation must be paid regularly, in a timely manner, and in full to employees in accordance with applicable laws and must be in compliance with applicable national laws on compensation.

Workers should be able to decline excessive overtime without fear of discrimination or retaliation. In connection with child birth, parents should have the right to a reasonable period of paid leave or leave with adequate social security benefits.

Compensation and other benefits are intended to provide employees and their families with a reasonable standard of living.

Our suppliers must provide fair and competitive compensation and other benefits to their employees and must be committed to equal pay for work of equal value. We recommend that suppliers provide appropriate training and development opportunities for their employees.

## **Freedom of Association**

KAEFER suppliers must respect and uphold the freedom of association and the right to collective bargaining and communicate openly and constructively with workers and their representatives. In accordance with local laws, suppliers must respect the right of employees to form associations,

form and join unions, appoint employee representation, form a works council, strike, and engage in collective bargaining. We expect that employees who are involved as employee representatives will not be disadvantaged.

## 5. HEALTH, SAFETY, AND QUALITY

KAEFER's suppliers undertake to promote and comply with occupational health and safety and, in this respect, to not allow any risks in this regard. This means in particular:

### **Health and Safety in the Workplace**

Our supplier is responsible for a safe and healthy working environment for its employees. This includes, for example, chemical, biological and physical hazards; excessively physically demanding activities in the workplace, and risks arising from the use of the infrastructure provided in the workplace.

Our supplier is required to provide adequate checks, safe work practices, preventive maintenance, and necessary engineering safeguards to minimise health and safety risks in the workplace. In addition, employees will receive regular instruction and training on applicable health and safety standards and measures. Also to be identified and assessed are potential emergency situations in the workplace. Contingency plans and reporting procedures should be provided in order to ensure that they are managed optimally and to reduce negative impacts. This includes access to drinking water, adequate lighting, good ventilation, and clean sanitation.

### **Material Safety**

Our suppliers will provide KAEFER and other parties with material safety data sheets containing all required safety-related information for all hazardous substances used.

### **Quality Requirements**

We expect our suppliers to comply with generally accepted or contractually agreed quality



standards and to provide products that meet KAEFER's requirements to perform as warranted and are suitable for the appropriate application. We also want to be informed about changes in the manufacturing process, if they have an impact on the quality or specification of the delivered goods.

### **Counterfeit, Fraudulent, and Substandard Items**

Only new, certified and authentic materials or equipment are to be supplied to KAEFER and the supply of suspect counterfeit or fraudulent certificates, materials or equipment is prohibited. Reconditioned or used materials or equipment is also prohibited unless otherwise agreed by KAEFER. Proof including documentation / certificates shall be made available and provided to authenticate the products and provide traceability to the manufacturer. Materials shall be provided with appropriate 'CE' markings and / or national standards referenced in the specification.

## **6. ENVIRONMENT**

KAEFER's suppliers undertake to forbid any environmental risks prohibited by law. This means in particular:

### **Waste, Contaminants, and Emissions**

Our suppliers must ensure safety and compliance with environmental standards and laws in dealing with wastewater, waste, and emissions. This also includes the import and export of hazardous waste. KAEFER's suppliers must therefore set up a procedure that prevents such substances from being accidentally spilled or released and minimises corresponding risks. Any bans relating to the import and export of hazardous waste will be observed by the supplier.

### **Resources and Climate Protection**

Our suppliers must use existing resources sparingly and intelligently. Negative impacts on the environment and climate from the use of water, energy, and other resources are to be reduced as far as possible by modifying production processes.

Also to be utilised are methods such as material replacement, conservation, and resource recycling. Our suppliers should be committed to developing and using climate-friendly products and processes that generally reduce energy consumption and greenhouse gases.

### **Prohibited Substances**

KAEFER's suppliers undertake not to manufacture, use, handle, or circulate any prohibited substances.

## **7. LEGAL AND OTHER REQUIREMENTS**

### **Legal and other Requirements**

Our suppliers must comply with all applicable laws, regulations, financial regulations, local taxations, contractual agreements, and generally accepted standards. This also includes the prohibition of unlawful dispossession of or eviction from land, forests, or waters in the process of construction or acquisition, if this secures the livelihood of a person.

### **Employment of Security Personnel**

If KAEFER's suppliers employ security personnel to protect business projects, the suppliers must ensure that no human rights violations take place.

### **Export Control and Customs**

Our suppliers strictly comply with all applicable customs and foreign trade laws governing the import and export of goods, technology, software, services, and financial transactions. Existing sanctions and embargoes are observed.

Our suppliers will advise KAEFER of any possible licensing requirement, if they supply goods that are subject to export control in the event of a possible export.

## **Responsible Mineral Sourcing**

Our suppliers need to source responsibly and must identify, address and avoid any risks in their supply chain related to the mining of minerals originating from regions at risk.

Suppliers are accountable for developing and implementing their own due diligence according to OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

## **Documentation and Information**

Information on the implementation of the requirements of this SCoC will be provided to KAEFER on demand to enable a basis for dialogue and assessment between KAEFER and our suppliers.

## **Acknowledgement, Forwarding and Implementation**

Our suppliers agree to act responsibly and to comply with the principles and requirements set forth herein. The supplier confirms that it effectively communicates the content of this SCoC to its employees, agents, subcontractors, and suppliers and that it effectively places them under obligation to comply with said content. It further assures that all necessary arrangements to comply with this SCoC are duly implemented.

# **8. SUPPLIER RISK MANAGEMENT**

KAEFER suppliers will implement and maintain appropriate risk management and assign clear internal responsibilities to ensure this. Appropriate analytical measures will be taken on a regular basis to verify the specified standard. Where necessary, appropriate measures are to be implemented. Suppliers will provide required training.

## 9. REVIEWS, CHECKS, AND SANCTIONS BY KAEFER

KAEFER is entitled to regularly and appropriately review the measures taken by the supplier. This includes, in particular, the following specific points:

- > Insofar as KAEFER requests information from the suppliers as part of its own risk analysis or asks corresponding questions in order to be able to meet its legal obligations, the suppliers are obliged to cooperate appropriately. This appropriate cooperation goes as far as enabling KAEFER to meet its own legal obligations.
- > If KAEFER schedules corresponding training measures, suppliers are required to attend with the relevant responsible personnel.

KAEFER is entitled to order effective corrective action to prevent, remedy, or eliminate violations of human rights or environmental laws. In particular cases, KAEFER is entitled to terminate the business relationship with the respective supplier.

**If you have any questions or suggestions regarding this SCoC or have concerns about unlawful conduct or misconduct, please get in touch with your contact person in our company or contact the KAEFER Compliance Helpline at the following link: <https://www.bkms-system.com/kaefer>**

# KAEFER LOCATIONS WORLDWIDE



## America

Brazil  
Canada  
USA

## Africa

Mozambique  
South Africa

## Europe

Austria  
Belgium  
Finland  
France  
Germany  
Ireland  
Lithuania  
Luxembourg  
The Netherlands  
Norway  
Poland  
Romania  
Spain  
Sweden  
United Kingdom

## Asia & Oceania

Australia  
Bahrain  
China  
Indonesia  
Kuwait  
Malaysia  
New Caledonia  
Oman  
Qatar  
Saudi Arabia  
Singapore  
Thailand  
United Arab  
Emirates  
Vietnam

## KAEFER SE & Co. KG

Corporate Supply Management

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[www.kaefer.com](http://www.kaefer.com)

[KAEFER Compliance Helpline](#)



**KAEFER**