



OUR CODE OF CONDUCT

* Principles and regulations of our cooperation

GRÖMO

Dem Regen einen Schritt voraus



WELCOME TO GRÖMO

 The specialist for roof drainage

For GRÖMO, ecologically and socially responsible corporate management is of crucial importance. Thus, we expect the same of all of our suppliers. Furthermore, our employees are required to observe the principles of ecological, social and ethical behaviour. We always strive to optimise our products and all our actions in terms of sustainability and thus make a contribution in the interest of everyone's future. We ask our suppliers to play a part in doing so as well.

Together with you as our supplier, we hereby agree that the following principles and regulations apply as a joint Code of Conduct. Accordingly, this Code is considered the basis for all future deliveries. You agree to comply with the principles and requirements of this Code of Conduct and to endeavour to commit your contractors to comply with the standards and regulations specified in this Code. This Agreement comes into effect upon signing. Failing to observe this Code of Conduct may ultimately provide the grounds and reason to terminate our business relationship with you, including all associated supply contracts. This Code of Conduct is based on the national regulations and other legal provisions such as the German Supply Chain Due Diligence Act (LkSG), international conventions such as the United Nations Universal Declaration of Human Rights, the guidelines for the rights of children and corporate action, the United Nations Guiding Principles on Business and Human Rights and the international standards of the International Labour Organisation.



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I. SUPPLIER REQUIREMENTS

We expect that our suppliers uphold the same high standards that we have set ourselves. In the following, we specify the requirements of the Code of Conduct we have set out:

1. SOCIAL RESPONSIBILITY

GRÖMO is committed to its social responsibility and considers the Code of Conduct of the International Business Social Compliance Initiative (BSCI) to be binding insofar as it is applicable and thus expects its suppliers to do the same.

1.1 EXCLUSION OF FORCED LABOUR

GRÖMO does not tolerate any kind of forced labour, slave labour or comparable forms of work at its company or that of its suppliers. All work shall be carried out voluntarily and without any threats of punishment. Each employee shall be free to leave their work and terminate their employment at any time. Without exception, there shall be no unacceptable treatment of employees such as psychological hardship, sexual or personal harassment and humiliation. The commissioning or deployment of security forces shall be refrained from if persons are suffering inhumane or degrading treatment or injuries during their deployment, or if the freedom of association is compromised.

1.2 PROHIBITION OF CHILD LABOUR

Child labour is prohibited during any production phase. Suppliers are required to observe the recommendations of the International Labour Organisation (ILO conventions) regarding the minimum age for child employment. Accordingly, the age for employment should not be lower than the age at which compulsory school attendance ends in accordance with the law of the place of employment and in any case, must not be below 15 years of age. If children are encountered at work, the supplier shall be obliged to document the measures to be taken to remedy the situation and enable the children to attend school. The rights of young employees shall be protected and special protective regulations shall be complied with at all times. Employees under the age of 18 may not be employed in work which is likely to harm the health, safety or morals of children.

1.3 FAIR PAY

The pay for regular working hours and overtime shall correspond with the national statutory minimum wage or minimum standards typical of the sector, whichever is higher. It goes without saying that employees shall be granted all legally stipulated benefits. Punitive measures in the form of wage deductions are not permitted. It is the responsibility of the supplier to ensure that employees receive clear, detailed and regular written statements regarding the composition of their pay.



1.4 FAIR WORKING HOURS

Working hours shall not exceed the maximum permitted according to applicable law and industry standards.

1.5 FREEDOM OF ASSOCIATION

It shall be ensured that the rights of employees to form organisations of their choice and engage in collective bargaining, including the right to strike, are respected within the framework of the law.

1.6 PROHIBITION OF DISCRIMINATORY PRACTICES

The unequal treatment and discrimination of employees is not permitted in any form, unless it is justified in the individual case in the requirements of the employment. Examples of impermissible unequal treatment and discrimination are discrimination based on gender, race, caste, as well as national, ethnic or social origin, skin colour, disability, health status, political conviction, descent, world view, religion, age, pregnancy or sexual orientation. The personal dignity, privacy as well as personal rights of each individual shall be respected at all times.

1.7 OCCUPATIONAL HEALTH AND SAFETY IN THE WORKPLACE

It is the responsibility of the supplier to ensure that a safe and healthy work environment is provided. By setting up and implementing appropriate occupational health and safety systems, the supplier shall ensure that the necessary precautionary measures are taken against accidents and damage to health that could occur in connection with the job. The occurrence of physical and mental fatigue shall be prevented by implementing appropriate measures. Employees shall be instructed and trained on a regular basis regarding the applicable occupational health and safety standards and measures. Access to sufficient quantities of drinking water and clean sanitary facilities shall be provided to the employees at all times.

1.8 CONSERVATION OF NATURAL RESOURCES

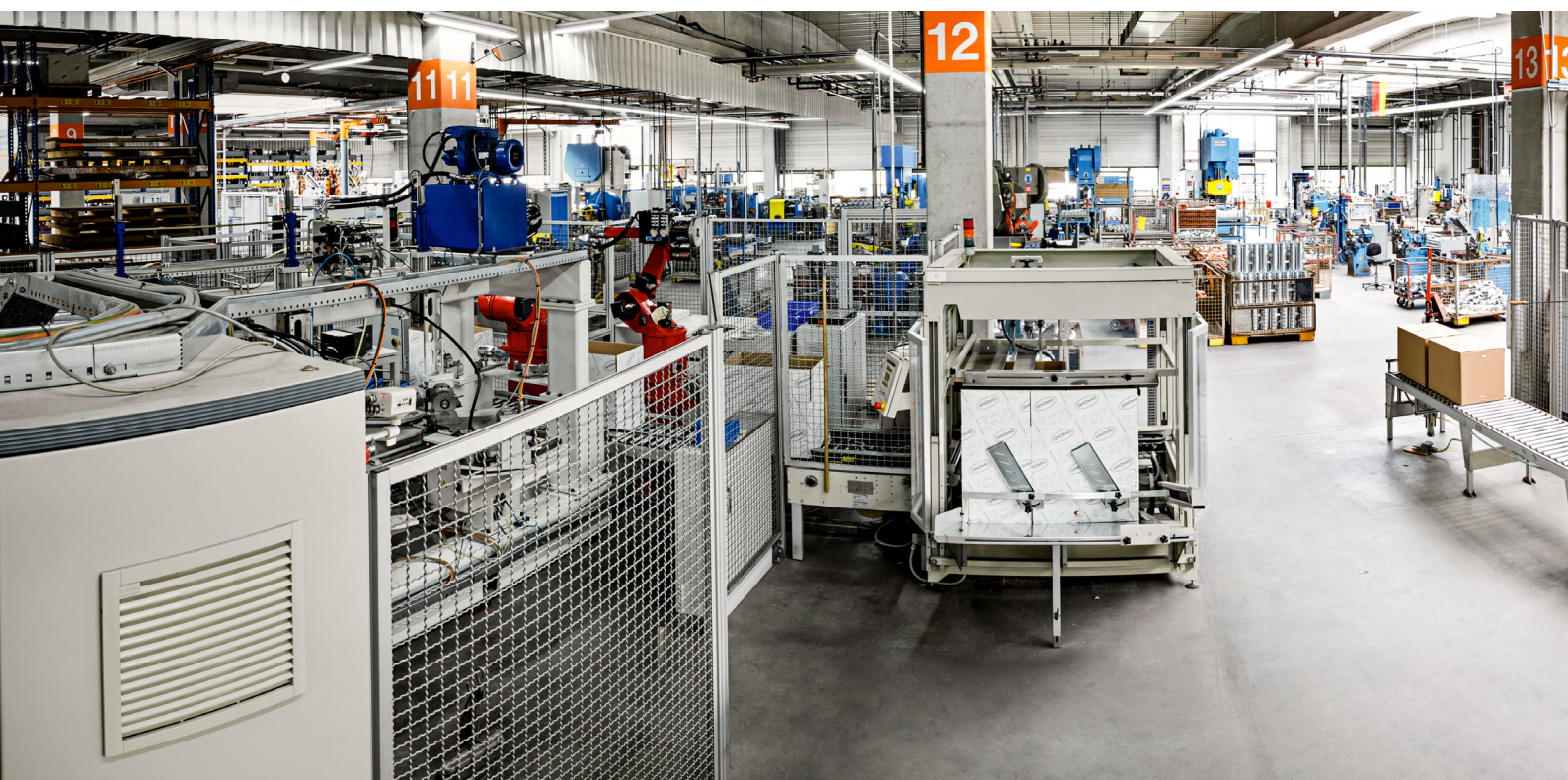
The supplier shall not, in violation of legitimate rights, take land, forests or bodies of water, the use of which ensures the livelihood of anyone. Furthermore, harmful soil changes, water and air pollution, noise emissions and excessive water consumption shall be avoided if this damages people's health, significantly affects the natural basis for food production or prevents people from accessing safe drinking water or sanitary facilities.

1.9 GRIEVANCE PROCEDURE

The supplier shall pass on information received from GRÖMO regarding accessibility, responsibility and the implementation of a grievance procedure to its employees in a suitable manner. The grievance procedure shall be acceptable for employees while maintaining the confidentiality of their identity and effective protection against discrimination. Unless otherwise specified, it is the responsibility of the supplier at company level to establish an effective grievance system for individuals and communities who may be adversely affected. It is herewith made clear that employees who raise a complaint about violations of this Code of Conduct or applicable laws shall not be subject to any form of disciplinary action.

1.10 HANDLING OF CONFLICT MINERALS

If the supplier uses so-called conflict minerals (e.g. tin, tungsten, tantalum, gold or cobalt), it shall have processes in place within its company in accordance with the Directives of the Organisation for Economic Co-operation and Development (OECD) for exercising due diligence to promote responsible supply chains for minerals from conflict and high-risk areas. Smelting plants and refineries without proper, audited due diligence processes should be avoided.



2. ECOLOGICAL RESPONSIBILITY

GRÖMO takes its ecological responsibility very seriously and expects its suppliers to do the same. RÖLSLE therefore expects compliance with all legal and industry standards. The requirements are specified in detail as follows:

2.1 TREATMENT AND DISCHARGE OF INDUSTRIAL WASTE WATER

Taking measures to reduce the generation of waste water should be general practice of the supplier. Insofar as waste water is generated during operating procedures, manufacturing processes or from sanitary facilities, it must be classified, monitored, checked and, if necessary, treated before it is discharged or disposed of.

2.2 DEALING WITH AIR EMISSIONS

Air and noise emissions from operating procedures shall be classified, routinely monitored, checked and, if necessary, treated. It is the responsibility of the supplier to monitor their emission control systems. The supplier is required to find economical solutions to minimise any emissions.

2.3 HANDLING OF WASTE AND HAZARDOUS SUBSTANCES

The supplier shall take a systematic approach to identify, manage, reduce and responsibly dispose of or recycle solid waste. In doing so, it shall always observe the up-to-date version of the ban on the export of hazardous waste in the Basel Convention of March 22, 1989. Upon appropriate identification, chemicals or other materials that pose a hazard if they are released into the environment shall be handled in such a way that the handling of these substances, their transport, storage, use, recycling or reuse and their safe disposal is ensured. When using mercury, the bans of the Minimata Convention of October 10, 2013 shall be strictly observed, as shall the current version of the Stockholm Convention of May 23, 2001 for persistent organic pollutants.



2.4 REDUCTION OF THE CONSUMPTION OF RAW MATERIALS AND NATURAL RESOURCES

The supplier shall reduce and avoid the use of resources during production as well as the generation of any kind of waste, including water and energy. Appropriate measures shall be taken directly at the place where it is generated or by means of procedures and measures such as changing the production and maintenance processes or procedures within the company by using alternative materials, by reducing the generation of waste through recycling or by reusing materials.

2.5 DEALING WITH ENERGY CONSUMPTION AND ENERGY EFFICIENCY

The supplier shall monitor and document its energy consumption. The supplier shall find economical solutions to improve energy efficiency and minimise energy consumption.

3. BUSINESS ETHICS

The ethical orientation of business operations is of great importance to GRÖMO, thus the same is required of suppliers. The requirements are specified in detail as follows:

3.1 FAIR COMPETITION

The standards of fair business practices, fair advertising and fair competition shall be complied with at all times. Applicable anti-trust laws, particularly those relating to dealings with competitors in connection with collusion and other practices that influence prices or conditions, shall not be violated. Agreements between clients and suppliers that are intended to restrict clients in their freedom to autonomously determine their own prices and any further terms in the event of resale are prohibited.

3.2 CONFIDENTIALITY / PRIVACY POLICY

The supplier undertakes to meet the appropriate expectations with regard to protection of private information of its client, suppliers, customers, consumers and employees. The laws regarding data protection and information security as well as official regulations shall be complied with when collecting, storing, processing, transmitting and passing on personal information.

3.3 INTELLECTUAL PROPERTY

Intellectual property rights shall always be respected and never be violated. Technology and know-how transfers shall be carried out so that intellectual property rights and client information are protected.

3.4 INTEGRITY, BRIBERY AND ACCEPTING BRIBES

All business activities shall be carried out based on the highest standards of integrity. The supplier shall comply with the prohibition of all forms of bribery, corruption, extortion and embezzlement on the basis of a zero-tolerance policy. Appropriate procedures for monitoring and enforcing the standards shall be implemented to ensure compliance with anti-corruption laws.

II. IMPLEMENTATION OF THE REQUIREMENTS

GRÖMO expects its suppliers to identify the risks within the supply chains and to take appropriate measures accordingly. If there is a suspicion of violations and in order to secure supply chains with an increased risk, the supplier shall inform GRÖMO promptly and, if necessary, regularly about the violations and risks identified and the measures taken.

GRÖMO shall verify the compliance with the standards and regulations specified in this document by means of a self-assessment questionnaire and risk-based audits at the production sites of the supplier. The supplier agrees that GRÖMO is entitled to carry out such audits to check compliance with the Code at the supplier's business premises once a year or for a specific reason, after reasonable advance notice, by persons commissioned by him. An objection to individual audit measures is permissible if mandatory data protection regulations or other statutory provisions would be violated as a result.

If a violation of the provisions of this Code of Conduct is identified, GRÖMO shall notify the supplier of this in writing within one month of discovery and set a reasonable grace period for the supplier to realign his conduct with these provisions. If corrective actions are not possible in the foreseeable future, the supplier shall notify GRÖMO of this immediately, and a concept including a schedule for ending or minimising the violation shall be jointly drawn up. If such a breach has been made culpably, the grace period has expired without producing a result, or the implementation of the measures in the concept has not resulted in a remediation after adhering to the schedule, and if the continuation of the agreement until its proper termination is unreasonable for GRÖMO, GRÖMO shall be entitled to terminate the agreement after the fruitless expiry of the deadline set, if GRÖMO has threatened this when setting the grace period. A legal right to extraordinary termination without setting a grace period, especially in case of very serious violations, remains unaffected, as does the right to compensation.



