

# Supplier Code of Conduct



## Supplier code of conduct

### General Information on these Guidelines

#### Foreword

GOLDBECK SOLAR consistently advocates for responsible environmental, social, and governance (ESG) practices across its businesses and the entire industry. At its core, GOLDBECK SOLAR upholds environmental values and respects human rights principles that should be observed at every stage of the supply chain. We believe that adhering to these principles is crucial for the long-term success and sustainability of our company

This Supplier Code of Conduct aims to set environmental, social and governance (ESG) standards and to ensure that the Supplier operates in a way that is consistent with GOLDBECK SOLAR's values and expectations.

It is the goal of GOLDBECK SOLAR to apply this Supplier Code of Conduct to all legal entities and natural persons who sell or provide goods and/or services to GOLDBECK SOLAR, either directly or through third parties, for example by affiliated companies, intermediaries, sales representatives, or subcontractors.

All these persons are hereinafter referred to as "Suppliers". GOLDBECK SOLAR in the context of this Supplier Code of Conduct means any legal entity in the GOLDBECK SOLAR Group, i.e. any legal entity that is an affiliated company to GOLDBECK SOLAR GmbH according to the provisions of the applicable law. The fundamental requirements in this Supplier Code of Conduct are binding for the Supplier and the Supplier

shall instruct, monitor, and supervise its employees accordingly. In addition, the Supplier must adequately address the regulations of this Supplier Code of Conduct along its supply chain and confirm compliance with these standards at its upstream suppliers upon request.

#### Compliance with Laws and Regulations

The Supplier must comply with international and national legal requirements on ESG aspects applicable to its business and / or its products and / or services. If the provisions stated in this Supplier Code of Conduct exceed the scope of such laws and regulations, this Supplier Code of Conduct shall prevail. If any conflicts arise between the Supplier Code of Conduct and applicable legal provisions, the Supplier is required to promptly notify GOLDBECK SOLAR.

## **1. Environmental: Protection and Conservation, use of Resources**

### **1.1 Resource Efficiency**

The Supplier is requested to set targets and take appropriate measures to increase the resource efficiency of its used materials and to minimize the environmental impact of its business activities. The Supplier is expected to make reasonable efforts to reduce and minimize the amount of waste and wastewater generated. (e.g., by recycling and reusing materials). These measures are intended to achieve recyclability.

### **1.2 Greenhouse Gas Emission: Data collection and Disclosure**

The Supplier is required to collect and account for Greenhouse Gas (GHG) Scope 1, Scope 2, and Scope 3 emissions according to a recognized international standard such as the WRI/WBCSD Greenhouse Gas Protocol Corporate Accounting and Reporting Standard. The Supplier must cooperate with GOLDBECK SOLAR for the data collection of GOLDBECK SOLAR's Greenhouse Gas (GHG) emissions so that GOLDBECK SOLAR meets the requirements of the European Corporate Sustainability Reporting Directive (DIRECTIVE (EU) 2022/2464).

### **1.3 Energy Consumption and use of Renewable Energies**

The Supplier shall use reasonable efforts to minimize its energy consumption in activities it controls directly and to reduce its amount of purchased energy. These measures are intended to reduce the Greenhouse Gas (GHG) Scope 1 and Scope 2 as defined in the WRI/WBCSD Greenhouse Gas Protocol.

The Supplier shall use commercially reasonable efforts to use renewable energy as much as possible when purchasing energy.

### **1.4 Biodiversity and Ecosystems**

The Supplier must ensure that its processes and those of its supply chains do not cause irreparable damage to natural habitats. The Supplier shall use commercially reasonable efforts to avoid any activities and materials of which sourcing could lead to irreparable loss of biodiversity (genetic diversity, species diversity) or degradation of ecosystems.

### **1.5 Prohibition of Hazardous Substances and Waste**

The Supplier shall ensure that substances that pose a health or environmental hazard are properly labeled, and their safe handling, movement, storage, reuse, and disposal is ensured at all times. Furthermore, the Supplier must handle, collect, store, and dispose of waste in accordance with applicable legal requirements. The Supplier shall comply with and act accordingly to the Stockholm Convention and the Basel Convention. The Stockholm Convention regulates and prohibits the use of Persistent Organic Pollutants (POPs). The export and import of hazardous waste as defined in the Basel Convention is prohibited. The Supplier must continuously record and regularly review its hazardous and non-hazardous waste management and the environmental impact associated with hazardous substances and waste.

## **2. Social: Labor Standards, Social Responsibility, and Human Health**

The Supplier shall respect human rights and observe the UN Guiding Principles on Business and Human Rights and shall comply with the requirements of applicable law related to human rights standards. The Supplier must not engage in any form of forced labor and modern slavery and must comply with all applicable laws, rules and regulations regarding forced labor and modern slavery, including but not limited to the use of child labor, debt bondage and human trafficking.

### **2.1 Freely Chosen Employment and Prohibition of Forced and Compulsory Labor**

The Supplier represents and warrants that all employees directly or indirectly employed by the Supplier have chosen their employment voluntarily, fully understanding the terms and conditions of their employment. As part of the hiring process, the Supplier must provide its employees a written employment agreement that contains a description of the terms and conditions of their employment in a language they can understand.

The Supplier shall neither engage in nor support the use of forced or compulsory labor as defined by the International Labour Organization (ILO). The Supplier must ensure no one of its employees is forced into employment, directly or indirectly, by force and/or intimidation. The Supplier must ensure that no employee is subjected to verbal, psychological, sexual and/or physical violence, coercion, or harassment. This includes any labor or service required of

a person under threat of punishment and for which that person has not volunteered, modern slavery, involuntary or exploitative labor, human trafficking, and other forms of exploitation.

The Supplier shall not require any form of recruitment fee or equipment advance from employees either directly or through employment recruitment agencies. Furthermore, the Supplier shall not deny the employees freedom to terminate their employment agreement without penalty.

### **2.2 No Loans and Holdbacks**

The Supplier must not grant loans of any kind to employees, whether directly or indirectly employed, which they shall then repay by using their workforce. The Supplier must also not apply holdbacks to the wages of its employees, whether directly or indirectly employed.

### **2.3 No Retaining of Personal Documents**

The Supplier must not retain any personal identification documents of the employees, whether directly or indirectly employed, such as ID cards, social security cards, and may not retain personal work permit documents of the employees, whether directly or indirectly employed.

### **2.4 Protection of Children and Adolescents**

The Supplier must not involve any form of child labor at any stage of its activities and must ensure no form of child labor is involved in its supply chain. The Supplier must comply with the minimum standards of the ILO Conventions on the minimum age for admission to employment or work and on the prohibition of child labor and take all necessary measures to prevent the

hiring of persons below the legal minimum age. The Supplier must comply with National labor standards for the protection of children and adolescents (the exceptions of the relevant ILO Conventions apply). Children and adolescents who have not reached the age of 18 may not be exposed to any activity which, by its nature or the circumstances in which it is carried out, is harmful to their health, safety, or morality.

### **2.5 Respect for Employee Rights and Freedom of Association**

The Supplier must respect the right of all employees to join and form associations of their choice, to bargain collectively and to exercise collective rights (for example, freedom of association, right to bargain collectively, right to strike). The exercise of these rights must not result in discrimination or retaliation against the employee. The Supplier shall also recognize such rights of those employees who are employed by its lower tier suppliers and / or subcontractors.

### **2.6 Prohibition of Disadvantage and Discrimination**

The Supplier must prevent any discrimination, exclusion, preference, or distinction based on ethnic origin, social origin, health status, skin color, religion, gender, age, creed, political opinion, membership in a employees' organization, physical or mental disability, nationality, sexual orientation, marital status, pregnancy, or other personal characteristics.

### **2.7 Wages and Working Hours**

Working hours (including overtime) shall comply with applicable law, relevant industry standards and / or relevant ILO Conventions, whichever is more stringent. The Supplier shall ensure that

wages paid are at least equal to the applicable statutory, tariff or industry minimum wage.

### **2.8 Guarantee of Health and Safety at the Workplace (Employee Protection)**

The Supplier shall have a documented occupational health and safety (OHS) management system in place that is conformant with applicable national and international standards. The Supplier shall assess possible risks to health and safety of employees and implement actions to minimize those risks. These measures may not be less than those resulting from applicable national and international OHS standards. The Supplier must provide regular and recorded health and safety training to its employees and must repeat such training or new or reassigned employees.

### **2.9 Dealing with Conflict Minerals**

The Supplier shall establish processes in accordance with the Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas like tin, tungsten, tantalum, gold, as well as other commodities such as cobalt, as applicable for the Supplier's production and sourcing processes.

### **3. Governance and Business Ethics**

#### **3.1 Anti-bribery and Anti-Corruption**

All forms of bribery, corruption, extortion, and embezzlement shall be strictly prohibited. The Supplier shall not pay or accept bribes or participate in other illegal inducements in business or government relationships, or when using intermediaries. The Supplier shall have adequate systems in place, including risk assessment, training, and internal monitoring, to prevent bribery and shall comply with applicable anti-bribery and anti-corruption law.

#### **3.2 Data Protection**

The Supplier shall protect and safeguard personal and confidential information obtained during business and ensure compliance with the applicable national and international regulations in force in the field of data protection.

#### **3.3 Compliance with Foreign Trade Laws**

The Supplier shall take appropriate measures to ensure that transactions with third parties do not violate applicable laws on economic embargoes or trade regulations, import and export controls or provisions on the international fight against the financing of terrorism.

#### **3.4 Competition and Antitrust**

The Supplier commits to fair competition and complies with applicable antitrust and competition laws. No anti-competitive agreements are made with competitors, suppliers, or customers. The Supplier shall not exploit an advantageous market position over other market participants.

#### **3.5 Money Laundering**

The supplier shall comply with applicable laws and regulations designed to combat money laundering activities. The supplier shall maintain financial records and reports according to applicable laws and regulations.

## Acknowledgment, Compliance, and Reporting of the Supplier

### Compliance with this Supplier Code of Conduct

GOLDBECK SOLAR reserves the right to monitor adherence to the Supplier Code of Conduct. For this purpose, the Supplier shall provide written information in response to enquiries and, if required by GOLDBECK SOLAR, actively participate in the development and implementation of remedial measures. The Supplier shall provide access to required documentation for the purpose of the respective audit. The Supplier shall demonstrate with documents that its lower-tier suppliers and subcontractors comply with the obligations addressed by this Supplier Code of Conduct. For this purpose, the Supplier shall either provide its own ESG rating certificate or the signatures of its five largest lower-tier suppliers and subcontractors by turnover to this Supplier Code of Conduct. In the event of non-adherence to this Supplier Code of Conduct, the Supplier shall immediately and independently initiate all necessary remedial measures. Non-compliance with the above-mentioned rules will influence GOLDBECK SOLAR supplier rating. Regardless of whether the Supplier or any lower-tier supplier and / or subcontractor fails to take appropriate remedial action, or if the Supplier or any of its lower-tier suppliers and / or subcontractors fail to comply with this Supplier Code of Conduct, GOLDBECK SOLAR shall have the right to terminate the business relationship and any contract with the Supplier with immediate effect. GOLDBECK SOLAR will offer consultation services for the Supplier, if so required, to facilitate the Supplier's compliance with this Supplier Code of Conduct.

### Report of Non-Compliance

If the Supplier becomes aware of a violation of this Supplier Code of Conduct, whether by the Supplier or any of its lower-tier suppliers and / or subcontractors, the Supplier must immediately inform GOLDBECK SOLAR thereof in writing. The Supplier shall fully cooperate in any clarification procedures. Furthermore, the Supplier shall inform potentially affected persons of the rights provided by this Supplier Code of Conduct. The Supplier must either point out the possibility of reporting violations directly to GOLDBECK SOLAR ([Whistleblower Report](#)) or must provide an equivalent whistleblower system and inform potentially affected persons. Information on violations of this Supplier Code of Conduct can be reported to GOLDBECK SOLAR at any time. The information is processed by GOLDBECK SOLAR's Social Compliance Team together with the necessary internal departments. GOLDBECK SOLAR will inform the person having given such report or notification about the processing and the result. The Supplier shall refrain from taking any adverse or disciplinary action against any person in connection with the reported information.

### Severability Clause

If any provision or part of this Supplier Code of Conduct is determined as invalid, unenforceable, or in conflict with applicable law, it shall be considered severed from this Supplier Code of Conduct. The remaining provisions remain in force. The parties will reasonably strive to replace the severed provision with a valid and enforceable provision or part, preserving its initial purpose and intent as much as possible.

**Acknowledgement**

The Supplier hereby acknowledges that it has read and understands the contents of this Supplier Code of Conduct, including the policies referred to herein, and will comply with its provisions.

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Supplier

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Name of the Supplier' representative

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Position

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Place, Date

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Signature

