

CUSTOMER VALUE THROUGH INNOVATION



Supplier Code of Conduct

For NORMA Group SE and its direct and indirect subsidiaries



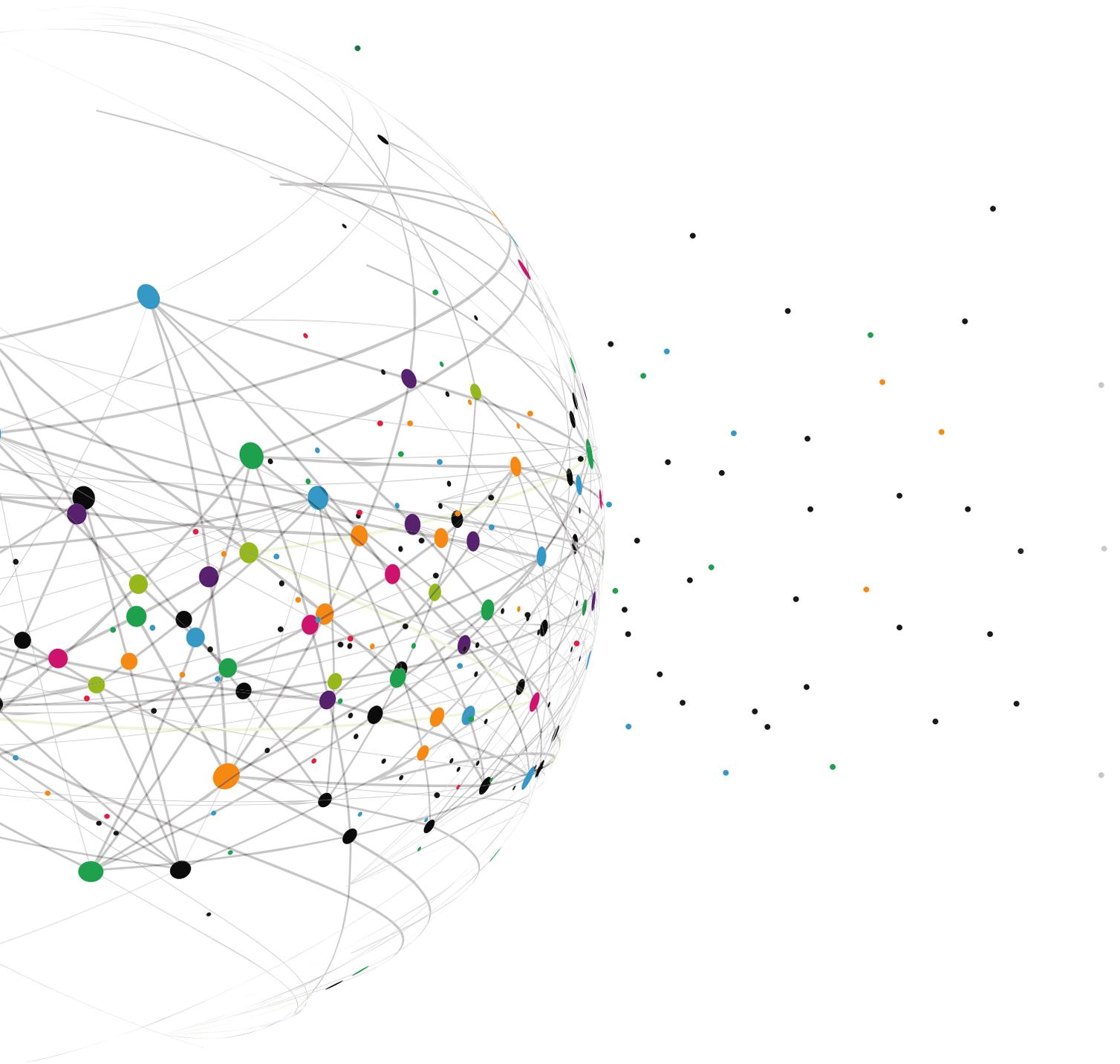


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1 Introduction

NORMA Group – Supplier Code of Conduct

At NORMA Group¹, we aim to exceed our clients' expectations by offering extraordinary levels of customer service and innovative products. At the same time, we strive to operate our company in a manner compliant with the law, ethical business practices, respect of human rights, and to adhere to health, safety and environmental standards. In these areas our values correspond with the ten principles of the UN Global Compact ("UNGC"), as well as the United Nations Guiding Principles on Business and Human Rights ("UNGP") and, ultimately, the Declaration on Fundamental Principles and Rights at Works of the International Labour Organization ("ILO").

Any individual, engaging in activities associated with NORMA Group, must embrace and enact the aforementioned principles of business ethics and compliance, in accordance with national laws.

On that account, this Supplier Code of Conduct outlines what all suppliers of NORMA Group must observe regarding management practices and ethics, health and safety, environmental protection and specifically with respect to labor and human rights.

We require all suppliers to sign this agreement, commit to comply with these standards and to meet them in the future.

In our view, suppliers who choose not to sign this agreement are implying that they do not fully comply with the provisions of this agreement and, thus, cannot be considered for any business opportunities with NORMA Group neither now nor in the future.

¹ References to "NORMA Group" include NORMA Group SE and all its direct and indirect subsidiaries.

2 Scope of Agreement

In signing this agreement, the supplier confirms that:

1. The standards set out in this agreement are applied consistently throughout their business, regardless of the contractual nature of the employment (i.e., full time, part time, temporary, etc.);
2. The supplier will raise awareness of the principles contained in this document across its own supply base;
3. The supplier does not intentionally bypass this document by means of outsourcing or subcontracting; and
4. The supplier will report a suspicion of breaches of this agreement by either its own or NORMA Group's staff to NORMA Group's Compliance Officers immediately.

To report suspicions, a supplier or its staff may use the following email contact:



compliance@normagroup.com

If the person reporting moments of suspicion wishes to stay anonymous, they can anonymously report any kind of actual or alleged misconduct relating to NORMA Group using the BKMS® Whistleblower System. The BKMS® Whistleblower System can be accessed via:



<https://www.bkms-system.net/normagroup>





3 Human Rights and Labor

1. Respect and Support of Human Rights²

Aware of its social responsibility in protecting fundamental human rights, NORMA Group is keen to ensure that all people working in its supply chain are treated fairly and equitably.

Hence, all suppliers must support and respect human rights and confirm that they do not take part in human rights violations.

2. No Forced and Compulsory Labor³

NORMA Group does not tolerate any form of forced labor at any of its suppliers. Any person employed or engaged by our suppliers must have voluntarily chosen to do so. Any type of slave or forced, bonded or prison labor is prohibited. Employees must not be in any way restricted in their personal freedom of movement.

3. No Child Labor⁴

Child labor as defined by the International Labour Organization ("ILO") and as depicted by the UN Convention on the Rights of the Child ("CRC") as well as local national laws is prohibited and not tolerated. Any supplier must adhere to the provisions of the ILO Conventions No. 138 and No. 182.

Therefore, suppliers must not employ:

- a. children below 15 years of age (or 14, if allowed by national law in accordance with ILO agreement 138 Article 2, 7 and 10);
- b. children below the minimum age of employment permitted by the law of the country or the age of the end of compulsory schooling in that country, whichever is higher;
or
- c. persons below 18 years of age for work that by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.

4. Freedom of Association and Collective Bargaining⁵

Any person employed or engaged by our suppliers is entitled to form or join an employee organization (or union) of their choice with the aim of conducting collective bargaining and defending their interests. If national laws restrict this right, all employees should be given the right to form representations in order to promote their common interests and engage in direct dialogue with their employers.

5. No Discrimination⁶

Suppliers must support equal opportunities, fairness and diversity. All persons employed or engaged by our suppliers must be treated equally. We do not tolerate discrimination with regard to sex, religion, age, race, social background, caste, nationality, ethnic and national origin, membership in an employee organization, disability, sexual or political orientation or any other personal characteristic.

² These principles were derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (GC 1 and GC 2).

³ ILO 29, GC 4.

⁴ ILO 138, ILO 182, GC 5.

⁵ ILO 87, GC 3.

6. Adequate Wages and Working Hours⁷

NORMA Group requires its suppliers to ensure the payment of wages in legal tender, at regular intervals and directly to the employees concerned.

Any person employed or engaged by our suppliers must be given full information on the composition of their remuneration in a clear and understandable manner; deductions from wages are permitted only under the conditions of and to the extent prescribed by the applicable law, regulations or collective agreement. Suppliers should inform the workers affected by such deductions at the time of each payment.

The wages, working hours and other working conditions provided by suppliers should be generally comparable to the working conditions prevailing locally for work that is comparable with regards to the concerned industry or market and the qualification of the workers in the area where it is being performed, i.e., as contained in:

- a. collective agreements covering a substantial proportion of employees and workers;
- b. arbitration awards; or
- c. applicable laws or regulations.

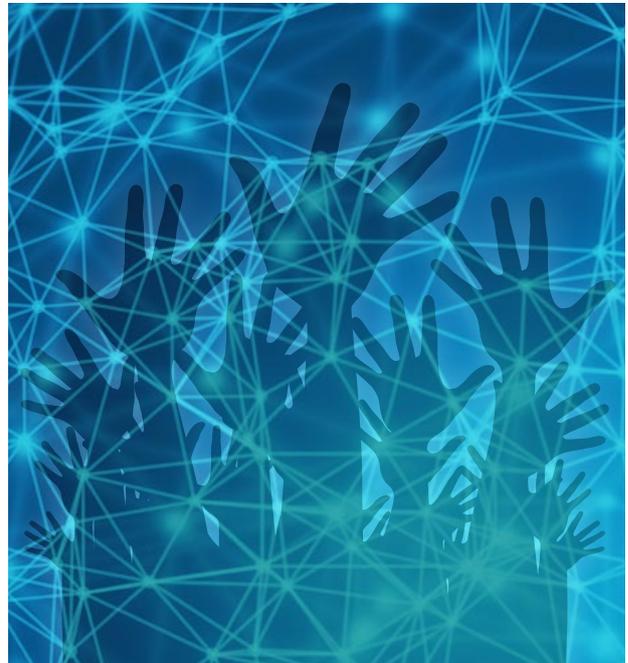
7. Humane Treatment & Disciplinary Practices⁸

Suppliers must not expose their workers to harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse, nor to the threat of any such treatment. Same applies for contracted security guards employed by and for NORMA towards NORMA employees and other stakeholders.

8. Conditions of Employment

NORMA Group requires its suppliers to record working and employment conditions that are agreed upon with their employees (e.g. salary, holidays, working time) in a formal document such as an employment contract or hiring letter. This document must be written in the native language of the respective employee.

Further, suppliers shall not be allowed to confiscate their employees' passports and other key documents. In the event that an employee should be obliged to pay a recruiting fee, such fee shall not exceed the employee's monthly salary.



⁶ ILO 111, GC 6.

⁷ ILO 95 and other conventions addressing working time:

<http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm>

⁸ SA8000: <https://sa-intl.org/resources/sa8000-standard/>

4 Health and Safety

1. Occupational Health and Safety⁹

NORMA Group requires its suppliers to make employees' safety a priority at all times. The workplace must not put the health or safety of employees at risk; employees should always work in safe work environments. NORMA Group therefore demands its suppliers to ensure that:

- a. the workplaces, machinery, equipment and processes under their control are safe and without risk to health;
- b. the chemical, physical and biological substances and agents under their control are without risk to health; and
- c. where necessary, adequate protective clothing and protective equipment are provided to prevent, to an extent that is reasonably practicable, risk of accidents or of adverse effects to health.

Occupational health and safety practices shall be promoted to avoid accidents and injuries at work, or as a result of using company facilities. These safety practices and approaches must be communicated to the employees and workers, and workers as well as employees must have sufficient opportunity to be fully trained on how to apply them effectively.

2. Emergency Preparedness¹⁰

NORMA Group requires its suppliers to assess and identify potential emergency situations and events. The possible impact of such events is to be minimized by implementing emergency plans and response procedures including:

- a. emergency reporting;
- b. employee notification and evacuation procedures;
- c. worker training and drills;
- d. appropriate fire detection and suppression equipment; and
- e. adequate exit facilities.

3. Prevention of Occupational Injury and Diseases¹¹

NORMA Group requires its suppliers to put procedures and systems in place to prevent, manage, track and report occupational injury and diseases. These systems help to encourage workers to report accidents, classify and record injury and disease cases, provide necessary medical treatment and to investigate cases. This information can be utilized to implement corrective actions to eliminate their causes.

4. Physically Demanding Work

NORMA Group demands its suppliers to identify, evaluate and control their workers' exposure to the hazards of physically demanding tasks such as manual material handling, heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks.

5. Industrial Hygiene

NORMA Group demands its suppliers to identify, evaluate and control their workers' exposure to chemical, biological and physical agents. If overexposure can't be controlled by means of engineering or administrative controls, workers are to be protected by appropriate personal protective equipment.

⁹ ILO 155, Art. 16.

¹⁰ ILO 161, ILO-OSH 2001.

¹¹ ILO 155, Art. 11.

5 Environment

1. General Requirements¹²

NORMA Group requires its suppliers to have an effective environmental policy, to hold and maintain all required environmental permits and to comply with existing local laws and regulations regarding the protection of the environment.

2. Hazardous and Chemical Substances

NORMA Group requires its suppliers to identify and monitor chemical products (especially chemicals defined in Article 3(1)(a) and Annex A of the Stockholm Convention) and other materials posing a hazard to the environment and ensure their safe handling, movement, storage, recycling or reuse and disposal.

3. Wastewater and Solid Waste

NORMA Group business partners shall ensure that all wastewater and solid waste is disposed of or discharged in a safe and environmentally sound manner in accordance with applicable regulations. With regard to trade regulations, the prohibition of illegal export and import of hazardous and other wastes must be respected. Should suppliers discharge or dispose solid waste or wastewater generated from operations, industrial processes, and sanitation facilities directly into the environment and without prior handling by a third party, NORMA Group demands its suppliers to characterize, monitor, control and treat wastewater and solid waste prior to discharge/disposal.

4. Air Emissions

Air emissions are to be monitored and controlled and to be treated as required prior to discharge/disposal.

5. Minimize Waste, Maximize Recycling

Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as material substitution, conservation, recycling, modifying production, maintenance and facility

6. Provisions regarding the Use of Mercury

NORMA Group's business partners must ensure compliance with the requirements set out in the Minamata Convention with regard to the extraction of mercury, its use in products and processes, and the proper disposal of mercury waste.

7. Provisions for environmentally responsible production

Business Partners ensure that the production of the products supplied to NORMA Group does not cause harmful soil, water or air pollution, noise emissions or excessive water consumption, which may result in a reduction in the quality of life, such as impairment of food production, denial of access to safe drinking water, denial of access to sanitary facilities or damage to health.

NORMA Group's suppliers ensure the maintenance and protection of ecosystems and biodiversity in the context of their business and production.

¹²This principle was derived from: GC 7, 8 and 9.

Ethics

1. Business Integrity

NORMA Group demands its suppliers to comply with all applicable anti-corruption legislation, especially to strictly prohibit all and any forms of bribery, corruption, embezzlement or extortion and to have a zero tolerance policy towards such practices.

Bribery (or any other means of obtaining undue advantage) is neither to be offered nor to be accepted.

2. Intellectual Property and Business Secrets

NORMA Group expects its suppliers to respect and uphold intellectual property rights and business secrets. If necessary, the transfer of technology and know-how is to be conducted in a manner that protects intellectual property rights and business secrets.

3. Protection of Whistleblowers

NORMA Group expects its suppliers to implement whistleblower-hotlines/contacts for its employees to report improper conduct. The supplier must provide methods of reporting that allow the whistleblower to remain anonymous. The supplier must refrain from sanctioning or in another way causing disadvantages for whistleblowers acting in good faith.

4. Fair Business, Competition and Advertising

NORMA Group requires its suppliers to uphold standards of fair business, advertising and competition. Appropriate means to safeguard customer and confidential business information must be available.

5. Preventing Counterfeit Parts

NORMA Group's suppliers shall implement and take appropriate measures to prevent counterfeit parts or suspected counterfeit parts.

6. Minerals from the "Conflict Region"

NORMA Group supports ending the violence and human rights violations in the mining of certain minerals from a location described as the "Conflict Region", which is situated in the eastern portion of the Democratic Republic of the Congo (DRC) and surrounding countries. These "conflict materials" currently refer to gold, as well as tin, tantalum, and tungsten, the derivatives of cassiterite, columbite-tantalite, and wolframite. If requested by NORMA Group, suppliers who provide parts that contain one or more "conflict materials" and source from the "Conflict Region", must be willing to cooperate to conduct due diligence as per the requirements of the Dodd-Frank Act under U.S. federal law.

7. Eviction

NORMA Group's business partners condemn all forms of illegal displacement and expropriation for the acquisition, construction or other use of land, forests and waters.



7 Information Security

Requirements for Information Security

Information security means ensuring adequate protection against access by unauthorized third parties to information and data in applications and systems, ensuring adequate physical protection in buildings and production premises. This requires sufficient equipment with the necessary resources.

NORMA Group bases its information security requirements on the automotive industry standard TISAX®. To meet the requirements of this standard, we request our suppliers to ensure information security when handling our business information. For all suppliers, who are processing classified (confidential or strictly confidential) information, NORMA Group requires adherence to the following requirements:

- ensuring compliance with legal regulations and contractual requirements regarding information security
- implementing an appropriate information security management system (organization and policies) to meet information security objectives (availability, integrity, confidentiality, and authenticity of information) in accordance with the requirements of e.g. TISAX® or ISO27001 or a comparable internationally recognized standard
- implementing processes ensuring an appropriate management of incidents and a **continuous improvement process of information security**
- notifying NORMA Group in case of information security related incidents (it.servicedesk@normagroup.com)
- ensuring secure data exchange in accordance with state-of-the-art encryption and authentication methods; the encryption and authentication methods must be documented and reviewed regularly
- ensuring **state-of-the-art patch and vulnerabilities management for all information security relevant systems**
- ensuring that only **secure and privacy compliant cloud services** are used when working for NORMA Group
- ensuring that subcontractors are also formally obliged to comply with the requirements of this code if they receive information or process data relevant to information security.

NORMA Group reserves the right to review the maturity of processes relevant to information security.

NORMA Group classifies its data and information into the categories “public, internal, confidential and strictly confidential”.

Classified information provided to the supplier must be handled according to the table “Classification categories”. The regulations on classification must be obeyed by all suppliers of NORMA Group.

The “need-to-know principle” applies consistently in all categories, according to which only those persons have access who need it to fulfil their tasks.

Category	Labeling	Access limitation	Description
public	no label	Information is available to the public	Public classified information must not be labeled and is available to public.
internal	INTERNAL or no label	Information only available to employees	Information, which was classified as internal can be labeled with “internal”. Non-labeled information is to be considered and treated as internal. Internal information may only be shared with Suppliers when necessary to perform defined tasks.
confidential	CONFIDENTIAL	Information is only available to selected employees	Information, which was classified as confidential must be labeled with “confidential”. Confidential information must only be shared with selected users, which are selected by the author of the information if needed for business.
strictly confidential	STRICTLY CONFIDENTIAL	Information is only available to the management.	Information, which was classified as strictly confidential must be labeled with “strictly confidential”. Strictly confidential information must only be shared within the management.

8 Third Party Compliance

Any supplier is obliged:

- a. to transfer the above-mentioned compliance obligations in a reasonable manner also to its personnel, its subcontractors and such subcontractor's personnel with whom the supplier collaborates regarding deliveries or services to NORMA Group ("Third Parties"); and
- b. to monitor such Third Parties' compliance therewith in regular intervals in a transparent way.

In case of a reasonable suspicion of a breach of the requirements set out above by any Third Party in connection with the business relationship between the supplier and NORMA Group, the supplier shall:

- a. report such suspicion to NORMA Group without undue delay;
- b. assist NORMA Group in clarifying the respective facts in a reasonable scope – in particular, but not limited to, by conducting audits and/ or providing any reasonable requested documents; and
- c. cooperate with NORMA Group regarding possible consequences in the event of an alleged breach by a Third Party, in particular regarding the termination of the contract between the supplier and the respective Third Party.

9 Violations & Consequences

If and to the extent that NORMA Group provides the supplier with facts that could lead to a reasonable and verifiable suspicion of a breach of any section of this agreement, the supplier is obliged to present NORMA Group with facts and explanations in his defense that lead to the conclusion that a breach is not given ("Duty to Explain"). If the supplier – within a reasonable deadline – does not fulfill his Duty to Explain in an adequate way, NORMA Group is entitled:

- a. to terminate existing contracts with immediate effect by written notice of termination if and to the extent that a termination of the contract is neither inappropriate nor are there any mandatory legal grounds preventing the supplier to fulfill its Duty to Explain in the individual case;
- b. to request, irrespective of proof of damages, a compensation for expenses with respect to investigations regarding the alleged breach of this agreement, in the amount of the determined costs of such investigations; and
- c. to claim for damages.

10 Monitoring

NORMA Group reserves the right to monitor whether this Supplier Code of Conduct is observed. To this end, NORMA Group shall be granted the right to request information or confirmation/evidence regarding the compliance with the above-mentioned provisions by periodically sending respective questionnaires to the supplier asking for its self-declaration.

11 Response Form

RESPONSE FORM
(Name of supplier) has read and understood this document
and fully complies with the remaining paragraphs of this Code of Conduct
Yes No. if "no", please communicate your action plan leading to full compliance with the document within three month after signing this document
Commits him/herself to immediately report any violation of this agreement to compliance@normagroup.com .
Name:
Position:
Email:

Place, date

Signature

Place, date

Signature (Compliance Officer)





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