



# BITZER GROUP

## CODE OF CONDUCT FOR BUSINESS PARTNERS

### Title 1

#### General part

#### 1. Introduction

BITZER is a leading international refrigeration and air conditioning technology specialist which operates in the refrigeration, air conditioning, process cooling, transport and services segments. All over the world, energy-efficient and high-quality products and services from BITZER keep temperature-sensitive products cool and provide reliable air conditioning.

By acting with honesty and fairness and within the boundaries of the law worldwide, BITZER undertakes to support the protection of human rights, compliance with employee protection rights, the protection of the environment and the fight against international corruption. Furthermore, in light of this responsibility, BITZER undertakes to respect its Business Partners\* as a fair competitor in a free market.

BITZER expects the same from its Business Partners and the employees of its Business Partners and has its Business Partners undertake to comply with the law and this Code of Conduct.

If Business Partners are involved in the performance of a service by BITZER, they must have a flawless reputation in addition to the necessary professional qualifications. The employees of BITZER who are responsible for the business relationship with the Business Partner and for concluding a contract will use the sources of information available to them to verify this.

#### 2. Scope of Application and Contacts

This Code of Conduct applies uniformly to all companies of the BITZER Group whose parent company is BITZER SE (referred to collectively as 'BITZER' below).

The Code of Conduct is binding for all Business Partners of BITZER. The Business Partner must adhere to the principles and requirements set out in this Code of Conduct throughout its supply and value chain. This applies even if it is not expressly repeated in the second chapter of this Code of Conduct. It includes all national and international stages required to manufacture products and perform services, from the acquisition of raw materials to delivery or performance for BITZER, and encompasses a company's actions within the Business Partner's own field of business as well as the actions of its direct and indirect business partners.

Failure to comply with the Code of Conduct and the statutory regulations on which it is based by the Business Partner can damage the reputation of both the Business Partner and BITZER as well as of

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\* The term 'Business Partner' encompasses, but is not limited to, customers, suppliers, contractors, service providers, advisors, brokers and vicarious agents of BITZER.

The term 'employee' expressly also encompasses executives, managing directors, other boards and legal representatives.

If, for the sake of simplicity, any word here or elsewhere in this Code of Conduct has a specific grammatical gender, it should be interpreted as having a gender-neutral meaning.



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the employees of the Business Partner and those of BITZER. Failure to comply with the Code of Conduct can result in considerable financial damage to the Business Partner and BITZER and, in some cases, even to liability on the part of the Business Partner and/or the employee who infringed the Code of Conduct. Therefore, infringements of the Code of Conduct cannot be tolerated.

Any infringement of the Code of Conduct by a Business Partner shall result in the immediate termination of the business relationship with BITZER as well as action under civil and criminal law.

If a Business Partner or one of its employees is unsure whether their conduct in a specific case is consistent with this Code of Conduct or if an employee of the Business Partner identifies a potential infringement of this Code of Conduct in his or her surroundings, they can file a report with BITZER Legal Services at [legalservices@bitzer.de](mailto:legalservices@bitzer.de) or the BITZER whistle-blower helpline ([compliance.helpline@bitzer.de](mailto:compliance.helpline@bitzer.de)) personally, verbally or in writing, providing the name of the Business Partner and/or his or her name, or even anonymously.

### **Title 2**

#### **BITZER Code of Conduct for Business Partners**

##### **1. Respect for Human Rights and Ensuring of occupational health and Safety**

The Business Partner shall adhere to and support the relevant regulations concerning the protection of international human rights as fundamental, generally applicable requirements. Within its own company and along its supply and value chain, the Business Partner must ensure that its employees and the employees of its business partners are not complicit in human rights violations. If BITZER discovers that a Business Partner is infringing international human rights, the business relationship shall be terminated.

The Business Partner shall fight all forms of slavery and similar practices such as human trafficking, bonded labour, serfdom, forced labour and prison labour, including the forced recruitment of children to fight in armed conflicts. If BITZER discovers that a Business Partner is infringing the ban on slavery and similar practices, the business relationship shall be terminated.

The Business Partner shall stand up for the elimination of child labour, especially the worst forms of child labour as described in Section 5 (2) no. 2 points (b) and (c) of the German Supply Chain Act (Sorgfaltspflichtengesetz). The Business Partner shall observe the minimum age of employment in accordance with the relevant national regulations; the minimum age of employment is the age at which a child is no longer of compulsory school age under national law, or at least 15. If BITZER discovers that a Business Partner is infringing the ban on child labour, the business relationship shall be terminated.

The Business Partner shall also comply with Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas. Furthermore, as it can be a link in the supply chain of a listed US company, the



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Business Partner shall adhere to the regulations of Section 1502 of the US Dodd-Frank Wall Street Reform and Consumer Protection Act concerning the use of such conflict minerals.

The Business Partner shall adhere to the national minimum wage regulations at each of their places of employment and pay its employees equal pay for equal work.

Within its companies, the Business Partner shall respect the freedom of association of its employees, especially the right to form and join groups voluntarily without fear of unjustified discrimination or retaliation from the Business Partner, and recognises the rights of its employees to participate in collective bargaining and strike in accordance with the applicable national regulations.

The Business Partner shall provide its employees with a safe, healthy working environment. The Business Partner shall adhere to all legal and technical specifications and standards concerning occupational health and safety and fire prevention, at least the occupational health and safety duties under the applicable national regulations if the fulfilment of these duties can sufficiently reduce the danger of occupational accidents or occupational health risks, especially by means of sufficient safety standards with regard to the provision and maintenance of the place of work, workstation and equipment, appropriate safety measures to avoid exposure to chemical, physical or biological substances and measures to prevent excessive physical and mental exhaustion, especially through the appropriate organisation of working hours and breaks and the provision of suitable training and instruction for employees.

### **2. Elimination of Discrimination**

The Business Partner shall maintain respect and neutrality with regard to the ethnic origin, skin colour, gender, religious and philosophical beliefs, sexual orientation, political views, social background, age and any disabilities or illnesses of its employees, provided that these have not been caused by the requirements of the job. Insulting and defamatory statements concerning any of the aforementioned characteristics or views are unacceptable and are not permitted from the Business Partner or its employees under any circumstances.

### **3. Protection of the Environment**

The protection of the environment and climate and the sparing use of natural resources must be a major concern of the Business Partner. The Business Partner shall conserve natural resources and avoid environmental pollution wherever possible and feasible in research and development, production, administration and any other field. In particular, the Business Partner shall avoid harmful soil, water and air pollution, noise emissions and excessive water consumption that would be sufficient to

- // significantly impair the fundamental natural processes required to obtain and produce food;
- // impede, obstruct or destroy a person's access to clean drinking water or sanitary facilities;
- // harm the health of a person.



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Consequently, BITZER expects its Business Partner to adhere strictly to the relevant national environmental protection regulations. In particular, the Business Partner shall ensure that he and its business partners, namely its suppliers,

- // only supply and process components which meet the requirements of the latest version of the RoHS Directive 2011/65/EU and are suitable for RoHS-compliant manufacturing processes – the Business Partner undertakes to generate a Declaration of Conformity and submit the declaration without having to be prompted to do so
- // are aware of the duties arising from Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, as amended, and have taken all necessary action;
- // adhere to Directive 2012/19/EU on waste electrical and electronic equipment (WEEE) and therefore prevent waste electrical and electronic equipment and reuse, recycle and recover such waste so as to reduce the disposal of waste, and at least adhere to the standards set out therein concerning the treatment of waste electrical and electronic equipment in the European Union;
- // recognise the duties that can result from the Minamata Convention on Mercury of 10 October 2013 to protect human health and the environment from the adverse effects of mercury;
- // adhere to the Stockholm Convention on Persistent Organic Pollutants (Regulation (EU) 2019/1021), a treaty on legally binding measures to ban and restrict certain persistent organic pollutants, which restricts or bans the manufacture and use of certain pesticides, a group of industrial chemicals (polychlorinated biphenyls) and two groups of unintentional by-products (polychlorinated dibenzodioxins and dibenzofurans).

At the request of BITZER, the Business Partner shall provide evidence of this.

The Business Partner must prioritise the sensible use of renewable energy and in turn the reduction of environmental pollution and the protection of the environment wherever possible.

#### **4. Prohibition of Corruption and Blackmail, Prevention of Money Laundering**

Corruption means the misuse of a position in the economy, an organisation, administration, justice or politics. Corruption is illegal worldwide. Corruption is a criminal offence. Corruption prevents progress and innovation, distorts competition and damages society and the economy. The Business Partner shall not tolerate corruption, neither by its employees nor its business partners or other business partners of BITZER.

It is prohibited to offer, promise or provide advantages (active bribery) or request, accept or accept the promise of advantages (passive bribery) for oneself or a third party. This applies to both domestic and foreign officials (bribery of officials) and to BITZER or other business partners (bribery and corruption in business dealings). An advantage in this sense is any form of compensation to which the recipient has no lawful entitlement, and which objectively improves the economic, legal or personal situation of the recipient. The following applies in particular:



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Whenever gifts, services, invitations to events and other gratuities (referred to collectively below as 'gratuities') are distributed in business relationships, Business Partners may only offer, promise or provide a gratuity or accept a gratuity or the promise of a gratuity if the gratuity or promised gratuity

- // is of low value and
- // is part of common business practice and
- // is otherwise appropriate and adequate to the occasion and
- // is not intended to encourage the awarding of a contract or unauthorised advantage for the recipient, the Business Partner, BITZER, any other business partner or any other person, and
- // is legally admissible under the relevant laws and
- // does not even imply the impression of soliciting unlawful influence or establishing a beginning economical dependency, and thus
- // could be openly reported to the Business Partner and at BITZER.

No Business Partner or employee of a Business Partner may use their position or function to request, accept the promise of or accept an advantage for themselves or a third party.

If the Business Partner discovers that unauthorised advantages have been offered, promised or provided or requested or accepted, the Business Partner is obliged to notify one of the bodies specified above in part 2 of title 1.

Furthermore, the Business Partner is forbidden to unlawfully coerce or extort employees or its business partners, by force or threat of serious harm, to do, acquiesce to or refrain from an act.

Money laundering is a criminal offence. The Business Partner shall avoid any and all participation in money laundering and shall not enter into a Business Partnership with any party that is known or justifiably presumed to have obtained money through criminal activities or be otherwise involved in financial criminality.

In particular, the Business Partner shall adhere to the regulations of the German Money Laundering Act (GwG) or the equivalent laws of foreign legal systems which apply to it and the specific transaction in question.

### **5. Safeguarding of Fair Competition**

The Business Partner is obliged to preserve fair and free competition. The Business Partner is obliged to adhere to the regulations of competition and antitrust law and shall have its business partners sign similar undertakings.

In particular, the Business Partner is forbidden

- // to talk with competitors about prices, sales, production capacity, calls for tenders, revenues, margins and costs that could determine or influence the actions of a company in the market with regard to the competition



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- // to enter into agreements or collusions with competitors that have the objective to exclude a competitor, avoid competition, submit a bogus offer in a call for tenders or share customers, markets, countries or production programmes
- // to influence the resale price of a customer in any way.

If a Business Partner has any questions concerning the admissibility of certain actions or if a Business Partner suspects a breach of competition or antitrust law, it must notify one of the bodies specified above in part 2 of title 1 immediately.

### **6. Avoiding Conflicts of Interest**

BITZER expects its Business Partners to avoid conflicts of interest. Decisions may not be affected by private interests or personal relationships with Business Partners or other persons. The Business Partner must expect the same from its own business partners.

### **7. Avoidance of Product Liability Claims**

The Business Partner shall offer products and services of the highest quality. The Business Partner must aim to fulfil the high expectations of its business partners regarding the quality, safety, efficiency and functionality of its products and services. Additionally, the Business Partner and its employees will continue to improve the quality of its products and services. The Business Partner and its employees have the responsibility to eliminate, as far as possible, all potential risks as well as danger to health and safety which might occur from the use of a product. The Business Partner shall comply with all applicable legal and technical regulations and standards of product safety which apply to its products. If BITZER has any safety concerns, it is the responsibility of the Business Partner to react with prudence and care and take suitable action to assuage them.

### **8. Proper Conduct of Customs and Export Procedures**

Exports, imports and the domestic trade of goods, services, technology and software, as well as the flow of capital and payments, are subject to and controlled by national and international laws. Appropriate steps must be taken to ensure that transactions do not infringe against active economic sanctions and trade restrictions, import and export control regulations or sanctions and laws intended to combat the financing of terrorism. Transactions with companies and persons that are on a list of sanctions are prohibited.

BITZER has established a comprehensive, electronically supported export control system and made its strict application mandatory. The Business Partner must also comply with the national and international laws with regard to export controls, customs and foreign trade in each country in which it conducts business. The Business Partner must fulfil its statutory obligation to check its employees, business partners and potential business partners against the relevant lists of sanctions resulting from national laws and regulations designed to combat terrorism or impose embargoes. Employees of the Business Partner who are dealing with the import and export of goods, services, software or



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technology have to adhere to the applicable export control laws as well as to import and export regulations.

Every employee of the Business Partner who has knowledge of deliveries

- // to countries that are subject to a partial or total embargo, including deliveries through an intermediary in a non-embargoed country; or
- // for military purposes or dual-use applications; or
- // which are intended for use in nuclear power plants or in unsafe nuclear fuel cycles; or
- // which are related to the production of chemical or biological weapons;

is obliged to inform the central customs and export control department of the Business Partner.

The Business Partner is also invited to contact the central customs and export control department of BITZER SE: [customs@bitzer.de](mailto:customs@bitzer.de).

### 9. Protection of Personal Data

The Business Partner shall protect the personal data of its employees, business partners and other data subjects.

Personal data may only be collected, processed or used by the Business Partner to the extent required for explicitly specified and legitimate purposes or if the data subject has given his or her express prior consent. This also applies to the sharing of data between various organisational units or companies of the Business Partner. The use of data must be transparent for the data subjects. Their rights to access information, to the rectification and restriction of processing and potentially also to data portability, to lodge a complaint and to have their data blocked or erased must be respected in accordance with the law.

### 10. Confidentiality of Intellectual Property Trade and Business Information

Business partners must keep their own confidential information and information entrusted to them by BITZER or to which they otherwise gain access through their work for and with BITZER secret and must have their own employees and business partners sign similar undertakings. Business partners must protect the information so that it cannot be accessed by unauthorised third parties and not use the information for private or personal purposes.

The Business Partner shall not use the existence of an economic relationship with BITZER in promotional measures without the prior written consent of BITZER.



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### **Title 3**

#### **Final Regulations**

#### **1. Requests for Information**

BITZER reserves the right to request information from the Business Partner if it suspects non-compliance with the principles and requirements set out in this Code of Conduct, e.g. in light of media reports. The Business Partner must comply with this request for information immediately.

#### **2. Audits**

The Business Partner authorises BITZER to verify compliance with this Code of Conduct, especially the Code of Conduct for Business Partners, by means of an audit, or have such compliance verified by a third party which has been mutually appointed by the Business Partner and BITZER, and to take appropriate action in accordance with this Code of Conduct in the event of non-compliance.

If shortcomings of concern to BITZER are discovered during an audit, the Business Partner must immediately submit to BITZER an action plan, the implementation of which will ensure that all identified aspects are addressed and remedied in a satisfactory manner for BITZER.

Should an audit reveal a material breach of this Code of Conduct, BITZER is entitled to demand that the Business Partner reimburse the necessary, reasonable costs of the audit for which BITZER has documented evidence.

#### **3. Consequences of Non-Compliance**

Any infringement of the principles and requirements in this Code of Conduct will be considered by BITZER as a significant impairment of the business relationship and contractual relationship between the Business Partner and BITZER.

BITZER is entitled to terminate individual contractual relationships which have been directly affected by an infringement of this Code of Conduct with immediate effect and without providing notice, either fully or in part, or temporarily suspend the business relationship with the Business Partner while the Business Partner presents and fully implements specific measures to prevent the infringement from happening again, or terminate all contractual relationships with immediate effect and without providing notice, either fully or in part, if the Business Partner fails to present and fully implement specific measures to prevent the infringement from happening again within a reasonable period of time.