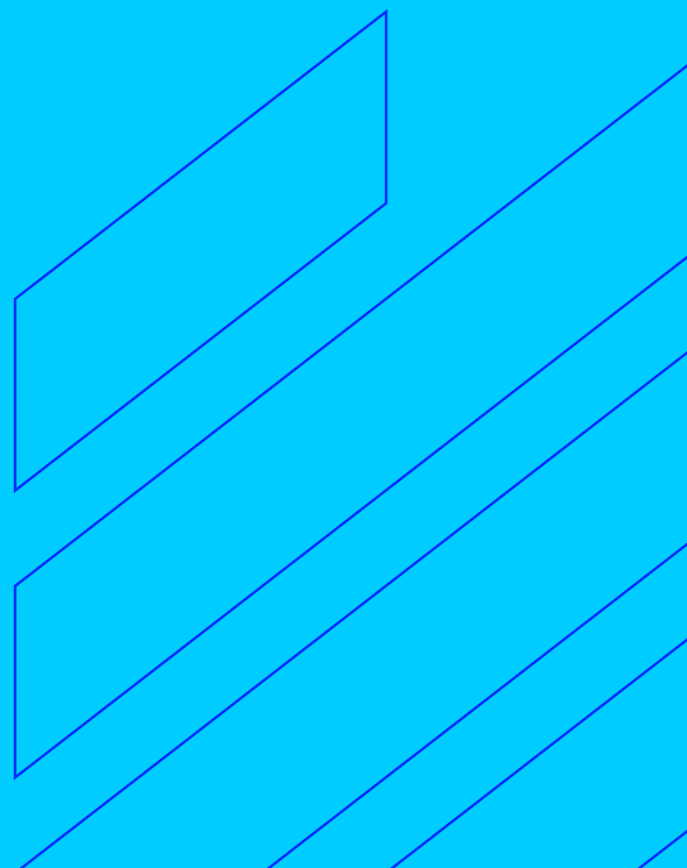




Code of Conduct

**CODE OF CONDUCT FOR SUPPLIERS
OF THE DUISPORT GROUP**



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Introduction

Ecologically and socially responsible corporate governance is a high priority for the duisport Group. In our business models, we advocate sustainable business practices, safeguarding social and ecological standards, and the interests of society as a whole. For us, acting responsibly also means complying with the applicable laws. The duisport Group therefore also expects its suppliers and subcontractors to comply with all relevant laws and regulations at the national and international level. For this reason, we have drawn up this Code of Conduct for Suppliers, which sets out the minimum standards for any business relationship with us.

We strive to continuously optimize our entrepreneurial activities and request our suppliers to contribute to this with a view to pursuing a holistic approach. This Code of Conduct is based on national laws and regulations as well as international conventions, such as the Universal Declaration of Human Rights of the United Nations, the guidelines on the rights of the child and entrepreneurial activity, the "Guiding Principles on Business and Human Rights" of the United Nations, the international labor standards of the International Labor Organization (ILO), and the United Nations Global Compact.

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Scope

Suppliers to whom we submit this Code of Conduct for Supplier with a request for acknowledgment undertake to comply with the requirements set out in this document. If deviating individual contractual agreements have been made, these shall take precedence.

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Entrepreneurial responsibility**3.1 Human rights and environmental risks in accordance with the Supply Chain Due Diligence Act (LkSG)**

Our overriding goal is to respect, protect, and uphold the human rights of every individual. We therefore respect human rights, maintain fair working conditions, and uphold social standards in our daily business activities. In addition, we promote human rights all along our value chain and look for indications of human rights violations as part of our business activities. We therefore also expect our suppliers to uphold human rights, fair working conditions, and social standards.

In particular, the supplier must ensure that the following risks are avoided and the following rights are protected:

- Prohibition of child labor – Section 2 para. 2 no. 1 and 2 LkSG
- Prohibition of forced labor and all forms of slavery – Section 2 para. 2 no. 3 and 4 LkSG
- Disregard for occupational health and safety and work-related health hazards – Section 2 para. 2 no. 5 LkSG
- Disregard of freedom of association – Freedom of association and right to collective bargaining – Section 2 para. 2 no. 6 LkSG
- Prohibition of unequal treatment in employment – Section 2 para. 2 no. 7 LkSG
- Prohibition of withholding an appropriate wage – Section 2 para. 2 no. 8 LkSG
- Destruction of natural resources through environmental pollution – Section 2 para. 2 no. 9 LkSG
- Unlawful violation of land rights – Section 2 para. 2 no. 10 LkSG
- Prohibition of the hiring or use of private/public security forces that may bring about adverse effects due to lack of instruction or control – Section 2 para. 2 no. 11 LkSG
- The prohibition of [...] any action or omission in breach of duty that is directly capable of impairing a protected legal position (arising from the human rights conventions within the meaning of Section 2 para. 1 LkSG) with particular severity and whose unlawfulness is obvious upon a reasonable appraisal of the circumstances in question – Section 2 para. 2 no. 12 LkSG

The supplier shall comply with all applicable legal requirements regarding the environment and sustainability and obtain all necessary environmental permits and approvals.

In particular, the supplier shall also observe the following prohibitions:

- Prohibited production, use, and/or disposal of mercury (Minamata Convention) – Section 2 para. 3 no. 1 to 3 LkSG
- Prohibited production and/or use of substances within the scope of the Stockholm Convention (POPs) and non-environmentally sound handling of waste containing POPs – Section 2 para. 3 no. 4 and 5 LkSG
- Prohibited import/export of hazardous waste within the meaning of the Basel Convention – Section 2 para. 3 no. 6 to 8 LkSG

If timber appears as a raw material in the supply chain, the supplier shall comply with all applicable regulations and laws regarding the procurement of timber and the supply of timber and timber products, in particular EU Regulation 995/2010 (European Union Timber Regulation/EUTR). Within the scope of the EUTR, the supplier shall, among other things, carry out an appropriate risk assessment procedure. If the supplier identifies a risk that is not merely negligible, it shall take the necessary corrective measures. In this way, the supplier helps to ensure that no timber or timber products affected by illegal logging are placed on the market.

3.2 Sustainability and environmental protection

We advocate a structured sustainability policy that is aligned with international standards and, in the ideal case, certified (environmental and occupational safety and health management systems such as ISO 14001 or 45001 or EMAS).

The supplier shall conserve natural resources to the best of its capacity and reduce any environmental impact to a minimum. For this purpose, it shall see to the environmental compatibility and sustainability of its products and its company locations. The supplier undertakes to minimize its greenhouse gas emissions, waste generation, and water and energy consumption as far as possible.

Hazardous goods, chemicals, and substances must be handled, transported, stored, recycled, reused, and disposed of in a reliable way. All relevant laws and regulations in this regard must be observed.



Responsibility as a market participant

4.1 Fair competition

The provisions of competition and antitrust law ensure fair and free competition, which in turn guarantees entrepreneurial freedom of action and effective consumer protection. They are directed in particular against concerted anti-competitive practices between competitors and the abuse of a dominant market position.

The supplier shall strictly adhere to the provisions of competition and antitrust law. In particular, the supplier shall refrain from unlawful agreements or concerted practices with competitors. The supplier shall likewise refrain from entering into any anti-competitive arrangements with customers. The supplier shall observe fair business practices and respect the intellectual property rights and trade secrets of third parties.

4.2 Prohibition of corruption

The supplier shall strictly comply with all applicable laws against bribery and corruption. It goes without saying that it is strictly forbidden to offer improper payments (bribes, kickbacks) to public officials and other persons engaged in business or to receive such payments.

Accepting or granting benefits can be part of the friendly cultivation of business relationships. Benefits in the form of gifts, invitations, and hospitality may be permissible if legitimate business purposes are pursued and the benefit offered is not intended to exert influence on the recipient in an improper or unethical way. The supplier must exercise particular vigilance when dealing with public officials, as the rules are particularly strict in this case.

When commissioning external consultants and intermediaries, the supplier shall ensure that remuneration is only paid for services actually rendered and that this remuneration is commensurate with the service provided.

4.3 Product responsibility

The supplier has a responsibility to ensure the safe handling of its products and services. These should not entail any disadvantages or risks for the safety and health of people or for the environment.

The supplier shall adhere to the applicable legal and official regulations for ensuring compliance with the requirements for product conformity and product safety. To ensure compliance with these regulations, the supplier shall use methods, processes, and production facilities that correspond to the state of the art. The supplier shall maintain high quality standards through its quality assurance. The supplier shall employ continuous product monitoring to ensure the long-term compliance with these standards. In the event of any deviations from these standards, the supplier shall immediately take the necessary measures to restore conformity.

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Responsibility in the supplier's own business area

5.1 Money laundering

The supplier shall comply with the relevant laws to combat money laundering wherever they apply.

In dealing with its customers and business partners, the supplier shall ensure at all times that its business activities do not enable the concealment of funds of illegal origin.

Before entering into business relationships, the supplier shall verify the identity and reputability of its business partners. When the supplier makes or receives payments to business partners, it shall look for warning signs of money laundering. All business processes must be properly documented.

5.2 Export control, taxes, and customs duties

The supplier shall comply with all national and international regulations that restrict or prohibit the import, export, or domestic trade of goods, technologies, or services. It shall observe foreign trade law, customs regulations, and the approval procedures resulting from these (embargoes, sanctions).

It shall be committed to complying with all national and international tax and customs laws and obligations in the countries in which we operate.

5.3 Data protection

The supplier must take the protection of personal data (e.g. name, address, birthday) of its employees, business partners, customers, and third parties very seriously. The supplier shall protect personal data against unauthorized access by third parties. It shall only collect, store, process, and use personal data in accordance with legal requirements.

The supplier shall also always process other (non-personal) data in a responsible way and in accordance with applicable laws. The supplier commits itself to complete transparency when handling data.



Preventive and corrective measures

The supplier shall actively support us in taking the necessary measures to identify a risk of violation of the standards listed in this Code of Conduct for Suppliers. If, in our view, an increased risk of a violation of the standards has been identified in the business area of the supplier, the supplier shall also support us in efforts to prevent or end such a violation or to minimize the extent of such a violation. Such efforts include, among other things, the joint development of a concept with an agreed timetable for ending or minimizing the risks and for the implementation of this concept.

Such a concept provides for the following preventive and corrective measures, among others:

6.1 Audits and obligations to inform

We reserve the right to audit compliance with the standards set out in this Code of Conduct for Suppliers. We are entitled to carry out or have an auditor carry out a comprehensive review of compliance with the standards in this Code of Conduct for Suppliers at appropriate intervals. We will give reasonable notice of the audit before carrying it out. For this purpose, the supplier shall grant us and/or the auditor access to its business premises during its normal business hours and allow us to access and fully inspect all documents, data, and systems associated with the performance of the contracts concluded. The supplier is entitled to take appropriate measures to protect its business and trade secrets and to protect the confidentiality of its customer data.

Upon request, the supplier shall inform us truthfully about any violations and risks it has identified and the measures it has taken to remedy them.

6.2 Indication of risks and regions

The supplier shall also inform us outside the scope of an audit whether it has identified a risk related to human rights or an environmental risk among its upstream suppliers or whether it considers such a risk to be possible. Upon request, the supplier shall also indicate the regions from which its upstream suppliers deliver, in particular if these are regions in which an increased risk of a violation of the standards can be ascertained.

6.3 Disclosure to indirect suppliers

The supplier shall assure that the human rights and environmental standards formulated in this Code of Conduct will also be adequately addressed to upstream suppliers among which a risk may be present pursuant to clause 6.2.

6.4 Complaints system

We have set up a complaints system for (potential) violations of the requirements of this Code. The supplier must share the information received from us about the accessibility, responsibility and implementation of our complaints procedure with its employees and sub-suppliers in an appropriate way if there could be a risk in accordance with section 6.2. The complaints procedure must be accessible to potential users while maintaining confidentiality of identity and effective protection against discrimination.

Information on misconduct, in particular corrupt conduct, can be reported at any time, even confidentially. This can be done in person, by telephone, in writing, or by email.

Available complaint channels and contact persons

There are two different complaint channels for submitting reports/notifications/complaints – upon request: anonymously – regarding risks related to human rights, environmental risks, and breaches of duty.

1. Telephone hotline, external compliance consultant Dr. Matthias Brockhaus, attorney at law:
+49 800 5893833

Availability: Monday to Friday 10:00 AM to 12:00 PM and 3:00 PM to 7:00 PM (CET) – except for German public holidays

2. Email, internal Compliance Officer of the duisport Group Christian Negele, attorney at law:
compliance@duisport.de

6.5 Training

The supplier is requested to participate in any free training and further education offered by us on the subject of compliance with the principles of this Code of Conduct for Suppliers.

We will coordinate any travel and accommodation costs incurred by the supplier in connection with participation in training and further education with the supplier separately.

6.6 Continuous review and necessary adjustment

The risk analysis that we continuously conduct may result in changes to the requirements for suppliers. We will notify the supplier of any such changes one month before they come into effect. The supplier has the opportunity to object to these changes within two weeks of notification. We will inform the supplier of this separately in each case.

6.7 Confidentiality

In the course of the implementation of this Code, confidential information may be exchanged between the suppliers and us, the protection of which is to be ensured through the following regulation.

Reports within the scope of the complaints procedure of this Code and the fulfillment of the documentation and reporting obligations of Section 10 LkSG are expressly excluded from the obligation of confidentiality. Applications within the meaning of Section 14 para. 1 no. 2 LkSG are also not affected

Confidential information within the meaning of this Code also includes all information that we or the supplier disclose in connection with the implementation of the standards and measures of this Code. This does not apply, for example, to information that was known or generally accessible to the public before it was disclosed or made available by the disclosing party.

The supplier and the Duisport Group undertake not to use confidential information without express written consent, to treat it as strictly confidential, not to pass it on to third parties, and to use it only for the implementation of the standards and the measures of this Code.

6.8 Legal consequences in the event of a violation of the standards

If the supplier violates this Code of Conduct for Suppliers, we are entitled to temporarily suspend the business relationship or, in particularly serious cases, to terminate it with immediate effect.

A violation shall be deemed to exist in particular, but not exclusively, if the supplier violates clauses 6. – 6.6. of this Code of Conduct for Suppliers or if a serious violation of a standard mentioned in clause 3.1. has been identified in the business area of the supplier.

If a violation as defined above has taken place, a grace period expires without result, or the implementation of the concept does not remedy the situation and it is unreasonable for us to continue the contract until its ordinary termination, we may terminate the contract after the set deadline has expired without result if we threatened to do so upon setting the grace period. The right to extraordinary termination without setting a grace period in accordance with Section 314 para. 2 sentence 3 of the German Civil Code (BGB) remains unaffected, as does the right to compensation.

We may also withdraw from unfulfilled contracts or parts thereof.

6.9 Contact

If you have any questions about this Code of Conduct, please contact us at lksg@duisport.de.

Duisburg, November 29, 2023



MARKUS BANGEN

Chief Executive Officer



LARS NENNHAUS

Member of the Executive Board

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Annex: Confirmation by the supplier

We hereby recognize the Code of Conduct for Suppliers of the duisport Group and confirm that we implement the stated requirements within the scope of our business relationship.

Company name

Place/Date

Signature



**duisport –
Duisburger Hafen AG**

Port number 3650
Alte Ruhrorter Strasse 42–52
47119 Duisburg
Germany

mail@duisport.de
www.duisport.de