

SUPPLIER CODE OF CONDUCT

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GENERAL PART

We, HWN, are committed to upholding ethical business practices and applicable laws and regulations in all countries in which we operate and expect the same from our business partners and other key stakeholders.

This Supplier Code of Conduct defines the requirements for our suppliers regarding the relevant social and environmental aspects such as human rights, working conditions, environmental protection and business conduct with integrity. The supplier's agreement to this Supplier Code of Conduct serves as a binding basis for cooperation.

By incorporating this Supplier Code of Conduct into the contractual relationship, the following provisions supplement the contractual relationship regarding the supply of goods and the provision of services (collectively referred to as the "Supply Contract") between a direct supplier ("Supplier") and HWN. The suppliers undertake to ensure compliance with the environmental, human and occupational health and safety law as well as other binding requirements as the basis of the joint business relationship and also ensure compliance with them along their supply chains when providing the contractually owed service.

I. OVERVIEW OF RELEVANT REQUIREMENTS AND PROHIBITIONS FOR THE SUPPLIER RELATIONSHIP

Our suppliers ensure the following measures:

1. Human rights

- 1.1 Prohibition of forced labour, slavery, human trafficking, debt servants or serfdom, illegal employment and undeclared work
- 1.2 Prohibition of child labour, including child prostitution and pornography, use for illicit activities (e.g. drug trafficking) or the performance of harmful work
- 1.3 Prohibition of disregard for occupational health and safety (including ensuring appropriate management processes)
- 1.4 Prohibition of disregard for freedom of association and the right to collective agreements
- 1.5 Prohibition of discrimination in employment and employment (e.g. "unequal pay")
- 1.6 Prohibition of withholding an appropriate wage (including minimum wage requirement)

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- 1.7 Prohibition of hiring or using private or public security guards to protect the business project if this violates certain prohibitions
- 1.8 No repression against human rights defenders
- 1.9 Protection of local communities and indigenous peoples
- 1.10 Compliance with the Conflict Minerals Regulation in line with Annex II of the OECD Guidelines
- 1.11 Compliance with internationally recognised human rights standards through the declarations of the United Nations, the OECD Guidelines and the National Action Plan
- 1.12 Compliance with the principles of the United Nations Global Compact

2. Environmental protection

- 2.1 Prohibition of causing harmful soil change, water pollution, air pollution, harmful noise emissions or excessive water consumption
- 2.2 Prohibition of unlawful eviction and the prohibition of unlawful deprivation of land, forests and waters
- 2.3 Prohibition of the manufacture of mercury-added products, use of mercury and mercury compounds in manufacturing processes and unlawful treatment of mercury waste under the Minamata Convention
- 2.4 Prohibition of the production and use of chemicals ('persistent organic pollutants') under the Stockholm Convention
- 2.5 Prohibition of environmentally sound handling, collection, storage and disposal of waste under the Stockholm Convention
- 2.6 Prohibition of the export of hazardous waste and other wastes in accordance with the Basel Convention and Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste; Prohibition of the export of hazardous waste from States listed in Annex VII to the Basel Convention to States not listed in Annex VII; Prohibition of the import of hazardous waste and other waste from a non-party to the Basel Convention
- 2.7 Protection of climate, biodiversity, deforestation-free supply chains and water/water quality
- 2.8 Compliance with applicable national environmental laws, regulations and standards.
- 2.9 Ensuring the most effective environmental protection in production, continuous reduction of environmental pollution, the use of energy management systems and ensuring energy efficiency
- 2.10 Compliance with the relevant environmental standards of their market segment for all products manufactured along the supply chain, including all materials used
- 2.11 Compliance with the provisions of the REACH Regulation and RoHS Directive

2.12 Exclusive delivery of components and products that meet the contractually defined criteria for active and passive safety and can therefore be used safely according to their intended use.

3. Compliance requirements

3.1 Establishing processes to monitor compliance with all applicable laws, sanctions, regulations and industry standards and their ongoing review

3.2 Prohibition of corruption, bribery, fraud and knowingly entering into conflicts of interest in relation to the business relationship with HWN

3.3 Prohibition of agreements contrary to competition law and antitrust law

3.4 Prohibition of money laundering and terrorist financing

3.5 Ensuring the transparency necessary for the business relationship with HWN regarding the ownership structure, registrations, permits and permits of the supplier

3.6 Ensuring adequate data protection, information security and documentation standards

3.10 Compliance with applicable tax and duty regulations ("tax compliance")

3.11 Compliance with applicable foreign trade regulations

4. Legal consequences of violations by the supplier

4.1 If the Supplier breaches its obligations under this Supplier Code of Conduct or if a breach is imminent, appropriate remedial measures must be taken immediately to ensure the fulfilment of its obligations, to prevent or terminate the breach or to minimise the extent of the breach.

4.2 As far as possible, HWN shall first give the Supplier the opportunity to draw up a binding schedule of deadlines together with HWN without delay to avert, terminate or minimise the breach or risk.

4.3 If the establishment of such a schedule of deadlines is manifestly unsuitable for averting, terminating or minimizing the breach or risk, or if such a schedule of deadlines is not drawn up immediately by the Supplier or if the implementation of the schedule of deadlines fails, HWN may suspend the business relationship until the Supplier has terminated the breach.

4.4 Each party shall also have the right to terminate the contractual relationship with immediate effect for good cause if the statutory requirements are met, i.e. if the terminating party cannot reasonably be expected to continue the contractual relationship until the next ordinary termination date. From HWN's point of view, an important reason exists in particular if

a) the Supplier commits a breach of its obligations under this Agreement or a breach by the Supplier is imminent and the Supplier, despite a reminder from HWN and the expiry of a reasonable period of time to perform its obligations, fails to take appropriate remedial action to prevent, terminate or minimise the extent of the breach and the breach or breach is material or relates to a significant number of cases

(b) the supplier fails to cooperate in the preparation of a schedule of deadlines or definitively refuses to cooperate, despite a reminder from HWN and the expiry of a reasonable period of time

c) the supplier, for which it is responsible, fails to implement essential requirements of a schedule of deadlines despite a reminder by HWN and the expiry of a reasonable period of time, or definitively refuses to cooperate

d) due to the significance of the breaches of duty by the supplier, a continuation of the contractual relationship is unreasonable for HWN; Unreasonableness may exist in particular due to repeated or intentional committal, due to the significance or the large number of violations, and may also result from the fact that breaches of duty are committed by direct or indirect subcontractors of the supplier who do not

4.5 In addition to the right to compensation, the Supplier shall be obliged to indemnify HWN against all consequences arising from violations of this Supplier Code of Conduct, in particular from fines, penalties and claims by third parties or authorities.

5. Provision of the current Supplier Code of Conduct

The Supplier Code of Conduct is available for download on the website (www.HWN-Titan.de) in the current version.