

CODE OF CONDUCT OF
ULTIMATE EUROPE TRANSPORTATION EQUIPMENT GMBH
("ULTIMATE")
FOR THE ATTENTION OF
BUSINESS PARTNERS

1. Preamble

Global business activity also entails a responsibility to pay particular attention to the basic rules of human coexistence. Therefore, compliance with applicable laws and regulations and, in particular, respect for the rights of all people is a fundamental principle of ULTIMATE's actions. We expect this not only of ourselves, but also of our suppliers of goods and services, agents, consultants and other Business Partners (hereinafter referred to as "Business Partners").

This Code of Conduct sets out ULTIMATE's principles and requirements for its Business Partners. It is designed to ensure that the business practices of Business Partners are consistent with ULTIMATE's values and applicable laws and regulations.

The principles and requirements are based on ULTIMATE's Code of Conduct as well as the Guiding Principles on Business and Human Rights, the principles of the UN Global Compact, the International Bill of Human Rights and the United Nations Convention against Corruption.

2. Compliance and responsible Corporate Governance

Compliance with the law

Business Partners agree to comply with all applicable national laws and international regulations.

Prohibition of Active and Passive Bribery / Prohibition of Giving Benefits (e.g. Gifts) to Employees

Business Partners undertake not to tolerate or engage in any form of active corruption (offering and granting of benefits, bribery) or passive corruption (soliciting and accepting benefits).

Business Partners agree not to offer gifts or other personal benefits (e.g. invitations) to ULTIMATE employees or their close relatives if their total value and the specific circumstances give the impression that the recipient of the benefit is expected to behave in a certain way in return. Whether this is the case will depend on the specific circumstances of each case.

Gifts of nominal value and hospitality in line with normal business practices are permitted.

Gifts of low value and hospitality attentions within the scope of customary business practices are permitted.

Business Partners also agree to offer goods or services at market prices to ULTIMATE employees who purchase goods or services for their personal use, or to offer discounts or other price reductions only if they are available to all ULTIMATE employees.

Money Laundering

Business Partners undertake to comply with the applicable legal provisions for the prevention of money laundering and not to engage in money laundering activities.

Fair Competition

Business Partners undertake not to restrict free competition and not to violate national or international anti-trust regulations.

In particular, Business Partners undertake not to enter into any agreements on business matters that determine or influence the competitive behaviour of companies (e.g. business agreements or the allocation of markets or customers) and not to exchange any information on confidential matters of ULTIMATE such as prices, terms of sale, costs, capacity utilisation, inventories, etc., even unilaterally.

Protection of Information, Intellectual Property and Data

Business Partners undertake to adequately protect all information belonging to ULTIMATE and all of ULTIMATE's intellectual property. In particular, Business Partners shall ensure that ULTIMATE's confidential information is kept secret.

In addition, Business Partners shall comply with all applicable intellectual property laws (e.g. patents, trademarks, copyrights) and, in particular, respect the intellectual property of third parties and avoid infringement of intellectual property rights (e.g. through plagiarism).

Any processing of personal data of employees, customers and Business Partners of ULTIMATE (e.g. collection, use and storage) shall be carried out in accordance with the applicable data protection laws.

Trade controls and sanctions

Business Partners shall ensure compliance with applicable trade control and sanctions regulations in all countries in which they operate.

Social responsibility

3. Social Responsibility

Respect for Human Rights and working conditions

Business Partners shall undertake to respect and uphold human rights as fundamental values based on the International Bill of Human Rights, the UN Guiding Principles on Business and Human Rights and the principles of the UN Global Compact.

Prohibition of child labour

Business Partners shall under no circumstances tolerate the use of child labour in their own operations or those of their direct suppliers, and shall comply with at least the International Labour Organization ("ILO") Convention No. 138 concerning the minimum age for admission to employment, adopted on 26 June 1973, and ILO Convention No. 182 concerning the prohibition and immediate action for the elimination of the worst forms of child labour, adopted on 17 June 1999. In addition to the prohibition of child labour, it is necessary to ensure that the employment of young workers does not endanger their health, safety and development.

Prohibition of forced and compulsory labour, human trafficking and modern slavery.

Business Partners undertake to prevent all forms of forced and compulsory labour, human trafficking and modern slavery in their own operations and those of their direct suppliers. Forced or compulsory labour refers specifically to any work or service that is forced upon a person under threat of punishment and includes the withholding of identity documents and passports, restrictions on movement and debt bondage.

Collective bargaining and the right to freedom of association

Business Partners shall respect the right of employees to join trade unions. Business Partners also undertake to respect and promote the right of their employees to collective bargaining and freedom of association.

Diversity, equal opportunities and non-discrimination

Business Partners undertake to effectively prevent discrimination or harassment based on gender, marital or parental status, ethnic or national origin, age, disability, sexual orientation, religion or other personal characteristics. With regard to remuneration, the principle of equal pay for work of equal value regardless of gender shall be observed.

Remuneration and working hours

Wages and salaries shall be in accordance with applicable laws and collective bargaining agreements and shall be sufficient to meet the basic needs of employees and their families and to provide them with an adequate standard of living.

Business Partners undertake to set clear guidelines for the working hours of employees. Working time arrangements shall comply with legal requirements and shall, inter alia, prevent excessive physical and mental fatigue of employees.

Health and Safety at the workplace

ULTIMATE requires all Business Partners to provide safe and healthy working conditions for all employees working for or under the supervision of a business partner. This also includes the provision of personal protective equipment. Business Partners shall comply with the occupational health and safety obligations applicable under the law of the place of employment at all times.

Security personnel

Business Partners who provide private or public security personnel to protect ULTIMATE's operations shall ensure that the rights of all persons involved are observed in the provision of their services.

Business Partners who use private or public security personnel to protect their own operations shall also ensure that their security personnel respect human rights.

Local communities and indigenous peoples

Ultimate expects all Business Partners to support the local communities and indigenous peoples in which they operate. In particular, negative impacts of Business Partners' operations on the health, safety and livelihoods of local communities and indigenous peoples shall be avoided. In this context, Business Partners also undertake to respect the prohibition of unlawful forced evictions and not to contribute unlawfully to the dispossession of indigenous peoples or local communities whose lands, forests and waters support their livelihoods when acquiring, developing or otherwise using such lands, forests and waters.

4. Environmental and climate protection

Business Partners undertake to comply with all relevant laws and regulations and internationally recognised environmental standards. In particular, Business Partners shall comply with the requirements of the Minamata (mercury), Stockholm (persistent organic pollutants) and Basel (hazardous waste) international conventions.

Business Partners shall also avoid risks to people and the environment, minimise environmental impact and use resources sparingly.

Carbon footprint

ULTIMATE is committed to the goals of the Paris Climate Agreement, is continuously improving its_{carbon footprint} and is aiming for climate neutrality in the long term.



However, not only we, but also our Business Partners, have an impact on the carbon footprint of our products. ULTIMATE's Business Partners shall therefore develop reduction targets for CO₂ emissions in their own operations and along their supply chain, and take actions that will contribute to achieving the goals of the Paris Climate Agreement.

Business Partners shall provide ULTIMATE with information on their own CO₂ emissions and those of upstream activities. Business Partners should have their reduction targets set independently verified using scientific methods.

5. Supply chain management

ULTIMATE requires all Business Partners to take reasonable and appropriate steps to identify and eliminate, or where this is not immediately feasible, minimise negative human rights and environmental impacts throughout their supply chain.

Business Partners shall cascade the contents of this ULTIMATE Business Partner Code of Conduct, and in particular the contents of Section 3 (Social Responsibility) and Section 4 (Environmental and Climate Protection), to their own suppliers and subcontractors, and commit them accordingly and monitor their compliance in the supply chain.

Raw materials and minerals

Business Partners agree to comply with all applicable laws and regulations regarding conflict minerals (tin, tantalum, tungsten and gold) and to be able to provide information on the origin and supply chain of conflict minerals.

6. Reporting of misconduct

ULTIMATE has set up a web-based whistleblower system at <https://rexx-hr.ultimate-eur.com/whistleblowing/>, which can be used by both its employees and external whistleblowers. Where not already required by law, ULTIMATE recommends that its Business Partners implement a similar system for the open and anonymous reporting of violations of the above issues.

In addition, Business Partners agree to make their own employees and direct suppliers aware of the possibility of reporting through the ULTIMATE Whistleblower System.

7. Cooperation and participation

ULTIMATE shall have the right to inspect or audit, or have inspected or audited by third parties commissioned by ULTIMATE, the processes established by Business Partners for compliance with the principles and requirements of this Code of Conduct, including the due diligence measures taken in relation to human rights and environmental protection, as well as the timely implementation of any corrective action plans commissioned by ULTIMATE.

Business Partners shall provide ULTIMATE or third parties commissioned by ULTIMATE with all requested information and documents for inspection and give them the opportunity to conduct discussions or interviews with managers, executives and employees to the extent reasonably necessary for these purposes.

ULTIMATE also reserves the right to take appropriate action in the event of non-compliance, which may ultimately lead to the suspension or termination of the supply relationship.

In addition, Business Partners undertake to attend training courses on the principles and requirements set out in this Code of Conduct at the request of ULTIMATE and to confirm their attendance in writing.