

Principles of the Fritzmeier Group for sustainable and ethical corporate governance ("Fritzmeier Ethical Principles")

The companies of the Fritzmeier Group ("**Fritzmeier**") are committed to the highest values and ethical standards. Human rights, environmental protection and compliance are at the centre of the business. Fritzmeier will comply with all applicable human rights and environmental legal obligations, both in its own business and in the supply chain. The following rules of conduct ("**Ethical Principles**") are therefore **binding** for all companies of the Fritzmeier Group worldwide, their executive bodies and every employee of such a company.

I. Human rights, labour rights, freedom of association, child labour, discrimination, harassment

(1) Fritzmeier respects the protection of international human rights and will promote their observance within its own sphere of influence. Fritzmeier shall ensure that the companies of the Fritzmeier Group, their corporate bodies and employees are not complicit in human rights violations, either directly or indirectly, and shall also ensure this in the supply chain. Supplementary, non-limiting: (i) Fritzmeier will not participate in the acquisition, development or other use of land, forests or waters in any unlawful eviction or deprivation of land, forests or waters. (ii) Fritzmeier will respect the rights of indigenous peoples, treat them as particularly vulnerable and exclude their displacement or negative impact. (iii) Fritzmeier will not employ or use private or public security forces if, due to a lack of instruction or control, the use of security forces violates the prohibition of torture and cruel, inhuman or degrading treatment, injures life or limb or impairs freedom of association and union.

(2) The companies of the Fritzmeier Group and their corporate bodies and employees must ensure a safe and healthy working environment. Strict compliance with labour protection laws, safety regulations and safety practices is essential. Fritzmeier ensures compliance with the internationally applicable minimum labour standards, in particular all conventions of the International Labour Organization (ILO) regarding workers' rights, working hours and occupational health and safety. This means in particular: (i) Fritzmeier upholds and respects the freedom of association of employees and the right to collective bargaining and also respects this in the supply chain. (ii) Fritzmeier upholds and respects all occupational health and safety obligations applicable under the law of the place of employment and minimises the risk of occupational accidents and work-related health hazards, in particular through obviously inadequate safety standards in the provision and maintenance of the workplace, the workplace and work equipment, through lack of appropriate protective measures, through lack of measures to prevent excessive physical and mental fatigue, or through inadequate training and instruction of employees. (iii) Fritzmeier will not tolerate forced labour in its operations and supply chain. Forced labour includes any work or service that is demanded of a person under

threat of punishment and for which he or she has not voluntarily made himself or herself available, for example as a result of debt bondage or human trafficking. Fritzmeier guarantees that the services offered are free from all forms of slavery, similar practices, servitude or other forms of domination or oppression in the workplace environment, such as economic or sexual exploitation and humiliation.

(3) Fritzmeier does not tolerate child labour, neither in its own operations nor in the supply chain. Fritzmeier will not employ workers who do not fulfil a minimum age of 15 years. In no event will Fritzmeier tolerate (i) slavery or similar practices, such as the sale of children and child trafficking, debt bondage and servitude, or forced or compulsory labour, including the forced or compulsory recruitment of children for use in armed conflict, (ii) the recruitment, procuring or offering of a child for prostitution, pornography or pornographic performances, (iii) recruiting, procuring or offering a child for illicit activities, in particular for the production and trafficking of drugs, (iv) work which by its nature or the circumstances in which it is carried out is likely to be harmful to the health, safety or morals of children. Fritzmeier will not employ suppliers, sub-suppliers or subcontractors who do not comply with the principles set out in this paragraph.

(4) Fritzmeier will refrain from any disadvantages and discrimination based on gender, national, social or ethnic origin, race, religion, political opinion or ideology, health status, disability, age or sexual identity in the initiation and execution of employment relationships. Fritzmeier promotes diversity, equality and inclusion and respects the rights of minorities. All company employees, applicants, interns, external consultants, external service providers, customers or other third parties must be treated with respect and dignity at all times.

(5) Fritzmeier prevents harassment in the workplace, in particular bullying, sexual harassment, physical violence or threats.

(6) Fritzmeier will not withhold an appropriate wage from any employee. The appropriate wage is at least the minimum wage set by the law of the place of employment, including social benefits.

II. Environmental protection, energy consumption, air and water quality, greenhouse gases, sustainability; deforestation

(1) Sustainability and environmental protection have a high priority within Fritzmeier's understanding of quality. Fritzmeier operates environmental management systems in accordance with DIN/EN/ISO 14001 and energy management systems in accordance with DIN/EN/ISO 50001. Fritzmeier is committed to complying with the legal regulations on environmental protection and to introducing and maintaining an environmental management system that complies with the company's ecological guidelines. Fritzmeier is working

to permanently reduce the adverse effects of its activities on people and the environment.

(2) In particular, Fritzmeier undertakes to reduce energy consumption, noise emissions and greenhouse gas emissions as well as adverse effects on water quality to the absolute minimum, to promote good air quality and to avoid negative effects on air quality. Fritzmeier strives to counteract global warming (climate change) by decarbonising its operations. Fritzmeier pursues concepts for the sustainable management of natural resources, wastewater and waste avoidance and operates a responsible chemicals management system.

(3) Fritzmeier will promote the use of sustainable, renewable and natural resources and increase the reuse of materials and the recycling rate. Fritzmeier will ensure safety and compliance with the relevant legal regulations in the handling, storage, transport, disposal, recycling and reuse of waste, waste gases and waste water.

(4) Fritzmeier supports activities for the preservation of biodiversity and animal welfare, optimises land use in potential construction projects and ensures along the supply chain that the production of agricultural raw materials does not affect the forest ecosystems in a defined area, neither in their total area nor in their condition, and is as deforestation-free as possible. Fritzmeier will, where appropriate or necessary, monitor and control the impact on soil quality to avoid soil erosion, nutrient depletion, soil subsidence and any contamination.

(5) To the extent that Fritzmeier trades in raw materials or products within the meaning of Annex I of Regulation 2023/1115/EU ("Deforestation Regulation") or makes such available on the Union market, Fritzmeier shall only deliver raw materials and products to Customers that (i) are deforestation-free within the meaning of the Deforestation Regulation and (ii) have been produced in accordance with the relevant legislation of the country of production and for which (iii) a due diligence declaration within the meaning of Annex II of the Deforestation Regulation has been submitted. Fritzmeier shall, if contractually agreed, provide information, documents and data at any time upon request of the Customer and participate in audits and answer questionnaires to document that the delivered products comply with the Deforestation Ordinance.

III. Corruption; conflicts of interest; export control

(1) The companies of the Fritzmeier Group, their executive bodies and employees will not participate in any form of extortion, bribery, granting of advantages or corruption, neither actively nor passively, neither directly nor indirectly.

(2) The companies of the Fritzmeier Group, their executive bodies and employees are obliged to comply with all applicable anti-corruption laws in their business practices. This applies to the provisions of German law, but in particular also to the provisions of the UN Global Compact, the UK Bribery Act 2010, the Foreign Corrupt Practices Act of the USA 1977, other applicable national anti-corruption laws and international anti-corruption conventions, in each case insofar as

their scope of application is opened up by the contractually owed services. In particular, Fritzmeier Group companies, their officers and employees are prohibited from (i) offering or accepting bribes or other means to obtain an unlawful or improper advantage in business dealings; (ii) influencing business decisions by accepting or offering favours, benefits, gifts or other gestures of hospitality that are either inappropriate or not in accordance with customary business practices; and (iii) engaging in corruption, extortion or fraud of any kind.

(3) The executive bodies and employees of all companies of the Fritzmeier Group are obliged to inform Fritzmeier without being asked about any situation that could lead to a conflict of interest, in particular if they enjoy professional, private and/or financial benefits from a Supplier or have an interest in a company of the Supplier.

(4) Transactions with related parties of employees or corporate bodies may only be concluded at arm's length conditions. Employees and corporate bodies of Fritzmeier Group companies should refrain from privately commissioning persons and companies who also maintain business relationships with Fritzmeier if this could lead to an improper advantage for the employee or contractor or to damage for Fritzmeier.

(5) Fritzmeier Group companies are obliged to conduct business transactions in compliance with all applicable export control criteria and existing economic sanctions in order to ensure safe trade. Accordingly, Fritzmeier rejects any trade outside of these regulations; the executive bodies and employees are also obliged to do so.

(6) The companies of the Fritzmeier Group, their executive bodies and employees will neither actively nor passively participate in channelling illegally generated funds into the legal financial and economic cycle (money laundering).

IV. Behaviour that restricts competition

The companies of the Fritzmeier Group, their executive bodies and employees will neither actively nor passively participate in price cartels or other unlawful restrictive practices. Unlawful restrictions of competition include, in particular, agreements with competitors on (i) the prices to be charged, (ii) the fixing of other charges, (iii) profit mark-ups, (iv) processing margins and other price components, (v) payment terms, delivery terms and other conditions which directly influence the price, (vi) payment of compensation for losses or compensation payments and (vii) profit sharing or other levies as well as (viii) recommendations in this regard, unless the behaviour and agreements are permissible under the Act against Restraints of Competition (GWB).

V. Technical compliance, REACH, RoHS, CE labelling, conflict minerals, environmental conventions

(1) Fritzmeier warrants that the delivered Products comply with the provisions of the REACH Regulation 2006/1907/EC. In particular, Fritzmeier shall ensure that all substances contained in the products are pre-registered, if required under the provisions of the REACH Regulation, or registered after expiry of the

transitional periods, unless a substance is exempt from registration. Fritzmeier assures that the delivered products do not contain any substances on the so-called candidate list pursuant to Art. 59 (1) and (10) of the REACH Regulation.

(2) If a Customer Order includes a product that requires a CE marking in order to be marketable in the European Economic Area (in particular devices, machines, systems, personal protective equipment, construction products) or for which the submission of a certificate of conformity has been agreed, Fritzmeier is only obliged to affix the CE marking and issue a declaration of conformity or obtain it from the manufacturer or its authorised representative if this obligation has been contractually agreed or is provided for in an applicable provision of Community law (e.g. in the Machinery Directive 2006/44/EC, the EMC Directive 2014/30/EU or the Product Safety Directive 2001/95/EC). e.g. in the Machinery Directive 2006/42/EC, in the EMC Directive 2014/30/EU, in the Low Voltage Directive 2014/35/EU or in the Product Safety Directive 2001/95/EC).

(3) Fritzmeier undertakes to comply with the provisions on conflict minerals set out in Section 1502 of the US Wall Street Reform and Consumer Protection Act ("**Dodd Frank Act**"). If conflict minerals are required in the manufacture or for the function of the products supplied, their origin must be disclosed if this has been contractually agreed with the customer. Fritzmeier shall provide documentation on the use and origin of conflict minerals if this is contractually agreed in individual cases.

(4) Fritzmeier shall take all necessary precautions to avoid environmental risks. An environmental risk is defined as any situation in which there is a sufficient probability of a violation of one of the following prohibitions: (i) Prohibition of the manufacture of mercury-added products in accordance with the so-called Minamata Convention (BGBl. 2017 II p. 610, 611); (ii) ban on the use of mercury and mercury compounds in manufacturing processes and the treatment of mercury waste in accordance with the Minamata Convention; (iii) ban on the production and use of chemicals in accordance with the Stockholm Convention or POPs Convention of 23 May 2001 on Persistent Organic Pollutants (POPs Convention). (iii) prohibition of the production and use of chemicals under the Stockholm Convention or POPs Convention of 23 May 2001 on Persistent Organic Pollutants (Federal Law Gazette 2002 II p. 803, 804), including the prohibitions on the non-environmentally sound handling, collection, storage and disposal of waste contained therein, including the regulations in the legal systems declared applicable therein; (iv) prohibitions on the export of hazardous waste within the meaning of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 (Federal Law Gazette 1994 II p. 2703, 2704).

VI. TISAX, information security, intellectual property

(1) Individual locations of the Fritzmeier Group operate an information security management system in ac-

cordance with the TISAX (Trusted Information Security Assessment Exchange) standard. This concerns the secure processing of information from business partners, the protection of prototypes and data protection in accordance with the General Data Protection Regulation for possible transactions between customers from the automotive environment and their suppliers.

(2) Irrespective of the preceding paragraph, Fritzmeier undertakes in its own interest to take all necessary and reasonable measures to ensure that neither Fritzmeier's (or Fritzmeier's customers') products nor their machineable components or raw materials nor the corresponding know-how fall into the hands of counterfeiters, smugglers, thieves or other unauthorised third parties or leave the legitimate supply chain (plagiarism).

(3) Fritzmeier shall protect confidential information in an appropriate manner. Fritzmeier shall ensure that sensitive data and the intellectual property rights of its own employees and business partners are and remain protected.

VII. Whistleblower protection, possibility to lodge a complaint

(1) Fritzmeier ensures appropriate whistleblower protection via the company's own whistleblower portal and ensures that all employees feel free to report known or suspected misconduct (whistleblowing). A person who reports an actual or suspected violation in good faith is comprehensively protected against retaliation. The protection of the identity and anonymity of a whistleblower is fully guaranteed.

(2) Fritzmeier guarantees that employees who have been victims of discrimination or harassment in accordance with Section I, paragraph 5 of this document can contact a designated office in confidence at any time.

VIII. Other behavioural obligations for employees

(1) Employees and corporate bodies are only authorised to make binding declarations on behalf of Fritzmeier within the scope of the applicable representation and signature regulations. This means that each company of the Fritzmeier Group is represented by its executive bodies. Other persons may only represent the companies of the Fritzmeier Group if they have been authorised to do so; when exercising the power of attorney, they must strictly observe the scope of the power of representation and instructions in the internal relationship.

(2) Fritzmeier Group companies will fulfil their financial responsibility through accurate records and proper accounting. All business transactions must therefore be documented in a timely, complete and accurate manner in accordance with legal and other applicable regulations at Fritzmeier. Every employee is committed to this goal.

(3) Company property (e.g. buildings, machines, tools, vehicles, photocopiers, etc.) must always be treated with care. Company property may neither be used privately nor taken off company premises without prior authorisation. The unauthorised removal of company

property may have consequences under criminal and labour law.

(4) Fritzmeier's trade and business secrets are an essential asset and must therefore be treated as strictly confidential. This also applies to other information that Fritzmeier, its contractual partners or customers have an interest in keeping confidential. The obligation of confidentiality shall continue to apply after termination of the employment relationship.

(5) Personal data may only be processed within the framework of data protection regulations. In particular, the provisions of the General Data Protection Regulation must be complied with. Further details are regulated by the Fritzmeier Group's Data Protection Policy.

(6) When using Fritzmeier's IT system, all Employees shall comply with the applicable guidelines and instructions, in particular the IT Security Policy. Supplementary, not restrictive: Employees are prohibited from private use of the Fritzmeier Group email system. Occasional private use of Internet access is permitted as long as it does not interfere with work-related matters. When using the Internet, any access to content that is criminally relevant, violates basic ethical values, contains racist, sexist or pornographic content, is offensive or may otherwise be contrary to the reputation and interests of Fritzmeier is prohibited. Any access to data that could jeopardise the security of the Fritzmeier IT system is also prohibited.

(7) Membership of Scientology or organisations similar to Scientology is not compatible with employment at Fritzmeier.

(8) It is prohibited to bring alcoholic beverages or other alcoholic foods into the company's premises and grounds or to consume them there. Exceptions (e.g. for anniversary celebrations) require the authorisation of the responsible management.

(9) Donations and other contributions to political organisations, parties or individual politicians require the express approval of the management. Sponsoring and donations in favour of other, non-political recipients may not be used to circumvent the rules of conduct contained in this document.

IX. Active implementation

(1) Fritzmeier expects every board member, every employee and every supplier to comply with the principles described in this document not only pro forma, but to actively represent the ethical standards and principles laid down therein.

(2) Fritzmeier will enter into contractual agreements with all direct Tier 1 Suppliers to comply with the principles set out in this document. In particular, Fritzmeier encourages its Suppliers to establish similar standards, develop clear policies and procedures to implement these standards and enforce them consistently. In addition, Fritzmeier expects all Suppliers to train and sensitise their employees to comply with these standards. Fritzmeier also requires all direct suppliers to disseminate the principles set out in this document along their own supply chain and to ensure that they are adhered to by their own suppliers (Tier 2 suppliers) and in their supply chain.
