

SUPPLIER CODE OF CONDUCT

PREAMBLE

The Schenck Process Group (hereinafter referred to as „Schenck Process“) is firmly committed to carrying out its business activities in absolute compliance with all applicable legal requirements and with utmost integrity and honesty.

Schenck Process' corporate guidelines set out certain values and principles codified in the Code of Conduct which Schenck Process is committed to worldwide. The Code of Conduct can be downloaded from the website of the Schenck Process Group. Schenck Process management and employees are obligated to comply with these policies. For Schenck Process, cooperation with business partners and suppliers requires that they pursue the same social goals and ethical principles as Schenck Process and its employees. The following Supplier Code of Conduct serves to implement these corporate guidelines.

The Supplier Code of Conduct establishes definitive minimum standards which Schenck Process obliges its business partners and suppliers, their employees, representatives and subcontractors (hereinafter referred to as „suppliers“ or „supplier“) to observe and comply with in the course of their business activities.

COMPLIANCE WITH LAWS, REGULATIONS AND RULES

The supplier agrees to comply with all relevant and applicable laws, rules and regulations, including, but not limited to, human rights, safety, environmental and health regulations, as well as competition, anti-money-laundering and data protection laws, in the countries in which it operates, and will monitor and maintain compliance with such laws, rules and regulations.

RESPECT FOR HUMAN RIGHTS, ANTI-DISCRIMINATION

The supplier will treat all people with respect and fairness and uphold human rights. These include, but are not limited to, the prohibition of forced or child labor, rules on reasonable compensation, benefits, working hours, freedom of association and other fair working conditions in accordance with applicable laws.

The supplier also maintains a work environment free from discrimination, harassment or other dishonest conduct based on gender, age, ethnic or national origin, nationality, religion, religious belief, physical or mental disability, sexual orientation or other legally protected characteristics.

ANTI-CORRUPTION

The supplier will ensure compliance with applicable anti-corruption laws and regulations, including those relating to bribery abroad. In particular, the supplier rejects any form of corruption, bribery, theft, embezzlement or extortion. Nor does the supplier, under any circumstances, offer, demand or accept illegal payments, such as bribes or kickbacks, or any illegal and legal benefits, such as incentives, gifts or favors, that are made to realize business opportunities or are in any way related to the business activities with Schenck Process.

FAIR COMPETITION

The supplier is firmly committed to the principles of fair competition. It will strictly comply with antitrust and competition laws and will not tolerate participation in anti-competitive practices. In this respect, the supplier will not enter into any unlawful agreements or arrangements that affect the purpose of market sharing or, for example, price, conditions, quantities or business relations. Nor will it enter into agreements with competitors that are unlawful under antitrust law.

PRODUCT SAFETY, HEALTH AND ENVIRONMENT

The products manufactured and/or supplied and the services provided by the supplier must comply with the quality and safety standards prescribed by law.

The supplier is expected to ensure that products supplied to Schenck Process do not contain metals or any other sensitive raw materials derived from minerals or their derivatives originated from conflict regions that directly or indirectly finance or benefit armed groups.

Moreover, the supplier will comply with applicable national health and safety legislation and other applicable laws. It strives to provide a work environment that promotes accident prevention and eliminates or at least minimizes health risks to its employees.

The supplier shall operate in an environmentally responsible manner and shall comply with all applicable national environmental laws, regulations and standards in effect in the country in which the products or services are manufactured. The supplier will have systems in place to ensure the safe handling, movement, storage, recycling, reuse and manage-

ment of waste, air emissions and wastewater discharges. Any of these activities that have the potential to adversely impact human or environmental health will be appropriately managed, measured, controlled and handled prior to release of any substance into the environment. The supplier will have systems in place to prevent or mitigate accidental spills and releases into the environment. The supplier shall actively inform Schenck Process of any improvement potentials.

DATA PROTECTION, CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

The supplier shall comply with all applicable data protection laws.

In doing so, the supplier will ensure that any confidential information or trade secrets that it becomes aware of during the course of its business activities with Schenck Process will be kept strictly confidential and will not be used improperly or disclosed to third parties. The intellectual property of Schenck Process shall also be protected and secured as confidential information and/or trade secrets.

IMPORT AND EXPORT REGULATIONS

The supplier shall comply with all applicable national and international trade laws and regulations, including, but not limited to, applicable import and export control regulations, customs laws and any sanction regulations. Upon request and where applicable, the supplier shall provide any required documentations and certificates such as certificates of origin.

SUPPLY CHAIN COMPLIANCE

The supplier shall ensure that all principles and requirements described in this Supplier Code of Conduct are communicated to its subcontractors, suppliers and throughout the value chain, and encourage them to comply with the described social objectives and ethical principles within the scope of fulfilling their contractual obligations.

VIOLATION OF SUPPLIER'S CODE OF CONDUCT, REPORTING OF VIOLATIONS

The provisions of this Supplier Code of Conduct are essential for the business relationship between Schenck Process and its suppliers. Hence, it is an integral part of all contractual agreements with suppliers of Schenck Process.

If the supplier does not comply with the Supplier Code of Conduct, Schenck Process reserves the right to terminate the respective business relationship subject to applicable laws and assert any other rights.

The supplier is encouraged to report violations of the Supplier Code of Conduct to Schenck Process. In the event of violations, Schenck Process reserves the right to react appropriately depending on the severity of the violation.

Darmstadt, September 2019

The Management Board of Schenck Process Group



Keith Cochrane



Thomas Spitzenpfel