

## 1 Introduction

As a traditional, internationally active and publicly listed company, Leifheit Aktiengesellschaft and its Group companies are committed to ecological, social and ethically responsible actions. We also expect our supplier to respect these principles. This Code of Conduct (hereinafter referred to as: CoC) defines the minimum standards for compliance with the necessary entrepreneurial due diligence in the supply chain, which the suppliers have to observe and comply with in their business transactions with Leifheit AG and its Group companies (hereinafter referred to as: Leifheit).

This CoC is based on the internationally recognised environmental, social and Corporate Governance standards (ESG standards). The established principles of this CoC are in line with, inter alia, the Business Social Compliance Initiative (BSCI), the conventions of the International Labour Organisation (“ILO”), the Universal Declaration of Human Rights of the United Nations, the UN Conventions on the Rights of the Child and the elimination of all forms of discrimination against women, the principles of the UN Global Compact and the OECD Guidelines for Multinational Enterprises (along with all other relevant national or international regulations and industrial minimum standards: “standards”) The CoC is also based on national laws and provisions such as the German Supply Chain Due Diligence Act (LkSG) as well as other international conventions related to this.

### 1.1 Scope of application

The regulations formulated in the CoC apply as mandatory for the collaboration between Leifheit AG and its Group companies and suppliers. The CoC will continue to apply for as long as the supplier is in a business relationship with one or more companies of the Leifheit Group. It applies worldwide to both Leifheit itself and to the direct business partners of Leifheit and to other agents employed by the direct business partners who are involved in the production of goods or services for Leifheit (hereinafter referred to as “business partners”). Business partners shall ensure that they comply with the principles set out in this CoC.

## 1.2 Compliance with laws

The operating and production facilities must comply with local requirements, applying the relevant provisions which impose the most stringent requirements. Compliance with this CoC and the applicable standards must not be circumvented by employment agreements or similar measures (e.g. improper training programmes).

## 2 Human Rights Obligations

### 2.1 Child Labour / Youth Employment

Child labour and any exploitation of children and adolescents are not tolerated by Leifheit. The minimum age for admission to employment must not be less than the age at which compulsory education ends, and under no circumstances less than 15 years of age. National standards for the protection of children and adolescent workers must be respected. The ILO exemptions apply. Compliance with the prohibition of child labour and the restriction of youth employment must be ensured by the business partners. Young employees under the age of 18 years must not be employed for work which is harmful to the health, safety or morality of children. Special protection regulations must be respected. In the event of a breach of the prohibition, the business partners shall immediately take appropriate remedial measures for the children and adolescents. The remedial measures shall be documented. Measures and procedures should also be taken to promote the rehabilitation and social integration of the affected children and to enable them to obtain a general school leaving certificate in accordance with national standards. In accordance with ILO Conventions 79, 138, 142, 182 and ILO Recommendation 146 and § 2 section no.1, 2. of the German Supply Chain Due Diligence Act.

### 2.2 Discrimination

Any discrimination in hiring and employment is forbidden. In particular, any distinction, exclusion or preference which is based on race, caste, colour, sex, age, creed, political opinion, membership of an employee organisation, physical or mental condition, ethnic, national and social origin, nationality, sexual orientation or other personal characteristics are prohibited. The personal dignity, privacy and personal rights of each individual are respected. In accordance with ILO Conventions 100, 111, 143, 158 and 159. § 2 section 2, no. 7 of the German Supply Chain Due Diligence Act.

### 2.3 Right of association and right to collective bargaining

All employees must be protected from any different treatment related to their employment and which is directed against freedom of association. Their right, at their discretion, to establish, join or resign associations or organisations for the purpose of promoting and protecting the interests of employees, as well as working for them, shall be respected. The

exercise of employment must not be affected. Alternatively, in the event that national standards restrict the right of association and the right to collective bargaining, at least the free and independent association of employees must be allowed and permitted for the purpose of negotiating. Employers must not be discriminated based on the establishing of, association or membership in an organisation of this kind. In accordance with ILO Conventions 87, 98, 135 and 154 and ILO Recommendation 143. § 2 section 2 no. 6 of the German Supply Chain Due Diligence Act.

## **2.4 Forced Labour**

Leifheit does not tolerate any forms of forced and compulsory labour, debt bondage, serfdom or slave labour as well as conditions similar to slavery. Any form of prison work is rejected. No employee may be forced to work directly or indirectly through violence and/or intimidation. Employees are only to be employed if they have voluntarily made themselves available for employment. In accordance with ILO Conventions 29 and 105. § 2 section 2 no. 3, 4, 11 of the German Supply Chain Due Diligence Act.

## **2.5 Disciplinary measures**

All employees must be treated with dignity and respect. Sanctions, fines, other penalties or disciplinary measures may only be carried out in accordance with applicable national and international standards and internationally recognised human rights. No worker may be exposed to verbal, psychological, physical, sexual and/or physical violence, coercion or harassment.

## **2.6 Working hours**

Working hours are governed by the applicable law to comply with industrial standards or the relevant ILO conventions. The maximum allowable weekly working time in accordance with national legislation applies, but on a regular basis it must not exceed 48 hours and no more than 60 hours including overtime work. The relevant national and international standards, in particular the ILO exceptions, apply to individual trade and employment forms and in the event of serious disturbances to regular operations. Employees are entitled to at least one day off after six consecutive working days. Additional work has to be remunerated separately in accordance with national standards. Overtime work may only be done on a voluntary basis and may not exceed 12 hours per week. In accordance with ILO Conventions 1 and 14. § 2 section 2 no. 5 11 of the German Supply Chain Due Diligence Act.

## **2.7 Employment Relationship Documentation**

The business partners guarantee the written document of the working conditions (e.g. start and duration of the employment relationship, hours of work, wages and allowances)

of their employees in relation to the production phases directly affecting them. Name, date of birth, place of birth and, if possible, the home address of the employee shall be entered. The direct business partners also guarantee the appropriate documentation with the other agents employed by them. The circumvention of existing national labour and social security standards is prohibited.

## **2.8 Remuneration**

The business partners guarantee that the salary paid to employees is at least equal to the minimum wage, or otherwise usual or agreed, whichever is the higher. The wages paid should be sufficient to cover the basic requirements of employees. If the remuneration is insufficient to cover the usual living costs and to build up a minimum level in reserves, the supplier is obligated to increase the remuneration accordingly. Illegal and unjustified wage deductions, in particular those in the form of direct or indirect disciplinary measures, are prohibited. Payments of the salary must be made in a practical manner for the employee (e.g. in cash or by cheque). Employees shall be informed regularly and in detail about the composition of their remuneration in an understandable form. In accordance with ILO Conventions 26 and 131. § 2 section 2 no. 8 of the German Supply Chain Due Diligence Act.

## **2.9 Health and Safety**

The business partners guarantee a safe and healthy working environment. They shall take all necessary measures to avoid accidents and damage to health that may arise in connection with the activity. Suitable measures must be taken to prevent excessive physical or mental fatigue. To this end, business partners will set up systems to identify and avoid or respond to a potential threat to the health and safety of their employees. They must also ensure that employees are regularly informed and trained on existing health and safety standards as well as safety measures. The business partners must document the above. Clean toilets and access to drinking water must be provided in sufficient quantities. If sleeping rooms are also provided, they must be clean and safe and meet the basic requirements. In accordance with ILO Convention 155. § 2 section 2 no. 5 of the German Supply Chain Due Diligence Act.

## **3 Environment-related obligations**

### **3.1 Environmental protection**

The protection of nature and the environment is an integral part of the business practice of Leifheit. Across the entire supply chain, environmental impacts from resource and energy consumption, emission of greenhouse gases and other pollutants, water consumption, land, water and waste treatment should be avoided wherever possible or

continuously reduced, in order to preserve biodiversity and promote a circular economy. This applies both to goods and packaging. The business partners must comply with the applicable standards, in particular environmental law. They are also required to work continuously on the prevention and reduction of environmental impacts. Applicable procedures and standards for the protection and preservation of natural livelihoods must be taken into account in particular; environmentally and socially acceptable production should be promoted.

### **3.2 Treatment and discharge of industrial wastewater**

Waterwaste from operational procedures, manufacturing processes and sanitary facilities shall be typified, monitored, checked and treated, as required, before discharge and disposal. Furthermore, measures should be introduced to reduce the generation of waterwaste.

### **3.3 Exposure to air emissions**

General emissions from the operational procedures (air and noise emissions) as well as greenhouse gas emissions shall be typified, routinely monitored, checked and treated as required prior to release. The supplier also has the task of monitoring their waste gas purification systems and is required to find economical solutions to minimise any emissions.

### **3.4 Handling waste and hazardous substances**

Waste management, handling and disposal of chemicals and other hazardous substances, and their disposal as well as for emissions and waterwaste treatment should be observed. The supplier follows a systematic approach to identify, handle, reduce and dispose of or recycle solid waste responsibly. The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal adopted on 22 March 1989 shall be respected in its current version. Chemicals or other materials, which pose a risk when they are released into the environment, shall be identified and thus handled appropriately to guarantee safety in dealing with these substances, in the transportation, storage, use, recycling or reuse and in their disposal. The use of mercury must adhere to the Minamata Convention ban of 10 October 2013 and persistent organic pollutants must adhere to the Stockholm Convention of 23 May 2001 in its current version and § 2 section 3 no. 1-6 of the German Supply Chain Due Diligence Act.

### **3.5 Reduce consumption of raw materials and natural resources**

The use and consumption of resources during production and the generation of any kind of waste, including water and energy, shall be reduced or avoided. This takes place either directly at the source or by means of processes and measures, for example by changing

the production and maintenance processes or procedures within the company, by using alternative materials, through savings, recycling or by reusing materials.

### **3.6 Managing energy consumption/efficiency**

Energy consumption shall be monitored and documented. Finding economical solutions to improve energy efficiency and minimise energy consumption.

## **4 Business Ethics and Compliance**

### **4.1 Fair Competition**

The standards of fair business activities, fair advertising and fair competition shall be respected. In addition, the applicable anti-trust laws shall be observed, which prohibit arrangements and other activities, in particular, which influence prices and conditions in dealing with competitors. These regulations also prohibit arrangements between customers and suppliers, by which customers are to be restricted in their freedom to autonomously determine their prices and other conditions when reselling.

### **4.2 Information/Communication**

Each business partner will display this CoC freely accessible and visible to all employees of the business partner at least in the respective national language. In cases of illiteracy, the CoC must be explained verbally.

### **4.3 Confidentiality/Data Protection**

The supplier is obligated to meet the reasonable expectations of their employer, suppliers, customers, consumers and employees regarding the protection of private information. The supplier has to respect the laws on data protection and information security and any regulatory requirements in the recording, storing, processing, transmitting and forwarding of personal information.

### **4.4 Integrity/bribery and avoidance of conflicts of interest**

Leifheit does not tolerate any form of bribery or corruption. The highest standards of integrity are applied to all business activities.

All business partners and their employees must behave in such a way that no personal dependence, obligation or influence arises. All are expected to conduct business based on fairness and compliance with the applicable national and international standards. Furthermore, the business partner implements an anti-bribery and anti-corruption policy to be followed in all business units. Insofar as gifts comply with customs and courtesy in individual jurisdictions, it must be noted that this does not create binding dependencies and that the applicable national law standards are respected. Information on corrupt

behaviour should be reported to Leifheit on its Whistleblower Hotline (see 5.3). Business partners guarantee that they will set up communication channels for their employees to report on possible unlawful conduct while respecting their anonymity. Each communication should be kept confidential. The business partners also guarantee that, on the basis of such indications, they carry out careful investigations and, if necessary, take any necessary measures.

#### **4.5 Intellectual Property**

Intellectual property rights shall be respected; technology and know-how transfer shall be as such that the intellectual property rights and customer information are protected.

#### **4.6 Management Systems**

Business partners shall introduce a management system to implement, comply with and review the principles set out in this CoC. The management system must include clear responsibilities and procedures and appropriate documentation to demonstrate that business partners share the principles and values of this CoC. Documentation, implementation, compliance and continuous improvement of the principles set out in this CoC requires regular review. The verifications shall be documented. The direct business partner shall ensure that the other agents appointed by it comply with the principles set out in this CoC. It is intended to communicate the principles set out in this CoC in its supply chain. The business partners are required to arrange for training to assist their managers and employees in a proper understanding of this CoC, the applicable laws and regulations, as well as the generally accepted standards.

### **5 Leifheit's Performance Responsibility**

#### **5.1 Monitoring Compliance with the Code of Conduct**

It is the responsibility of Leifheit to advocate compliance with the principles of this CoC. Leifheit is entitled to monitor the fulfilment of the obligations of the business partners under this CoC. The supplier is required to carry out adequate risk management for the business activity with regard to the implementation of the CoC, by determining, analysing and prioritising the human and ecological effects of its business activities and of its supplier. In the event of a suspected breach and to safeguard the supply chains with increased risks, the supplier will inform the company in a timely manner and, if required, regularly update on any identified breaches and risks as well as the measures taken. The company checks compliance with the standards and regulations listed in this document using a self-assessment questionnaire as well as a risk-based audit at the supplier production sites. The supplier agrees to the employer conducting such audits once a year or given due and concrete cause to check compliance with the code at the supplier's premises during usual

business hours, upon reasonable advance notice by the persons authorised. The supplier can object to individual audit measures, if mandatory data protection regulations would be infringed by these. The direct business partner guarantees that Leifheit itself or third parties authorised by it may, if necessary, carry out verification of compliance with the principles set out in this CoC with the direct business partner or other representative appointed by it. He will nominate the production facilities accordingly.

## 5.2 Sanctions and remedial measures

In the case of a breach in the regulations of this CoC, the company will immediately inform the supplier of this in writing and set a reasonable deadline to bring his conduct into compliance with these regulations. Besides the right to compensation, the supplier is obligated to indemnify the Leifheit Group from any consequences resulting from violations of this Supplier CoC for which he is responsible, in particular fines, penalties as well as claims by third parties or authorities.

If a business partner fails to comply with the obligations under this CoC, the business partner is obligated to immediately take the appropriate remedial measures. Leifheit will provide sufficient time and support for the remedial measures. If a remedy is not possible in the foreseeable future, the supplier has to indicate this immediately and draw up a plan together with the company including a time schedule for ending or minimising the breach. If the grace period expires without results or the implementation of measures contained in the plan do not provide a remedy at the end of the time schedule and a less severe measure is not available, the company can terminate the business relationship and all contracts. A legal right to extraordinary termination without a grace period, particularly for violations considered to be very severe, as well as the right to claim compensation shall remain unaffected. The right to terminate the business relations with the business partner by Leifheit is hereby not restricted, irrespective of whether the direct business partner himself or the other agent appointed by it violates the principles set out in this CoC.

## 5.3 Appeal procedure

Complaints or notices of violations of this CoC can be reported to Leifheit at any time also in anonymised form to the Whistleblower Hotline referred to on the Leifheit website. The notifying person is required to report only such complaints and notices about which he is in good faith as to the accuracy of the relevant notification. All business partners guarantee to refrain from discriminatory measures or disciplinary measures vis-à-vis the notifying person. Link to Whistleblower Hotline: <https://leifheit-group.integrityline.org>

#### 5.4 Understanding and Consent of the Supplier

By signing this document, the supplier agrees to act responsibly and comply with the principles/requirements specified. The supplier agrees to communicate the content of this code to employees, agents and subcontractors in a way that is understandable and make all the necessary provisions for implementation of the requirements.

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Place, date, company/name, signature