

# CODE OF CONDUCT

FOR SUPPLIERS

vacuMetal

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## INTRODUCTION

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At Vacumetal, we are committed to conducting business in an ethical, responsible, and sustainable manner. We aim to foster an inclusive, safe, and respectful environment while minimizing our environmental impact.

This Supplier Code of Conduct sets out the principles and standards we expect from all suppliers and business partners. It reflects our values of integrity, respect, and accountability, and covers key areas such as business ethics, human rights, health and safety, and environmental responsibility.

We consider compliance with this Code of Conduct to be a fundamental condition for doing business with Vacumetal.

## 1 COMPLIANCE WITH LAWS AND REGULATIONS

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The supplier undertakes to comply with its social and environmental responsibilities in all of its corporate activities. In all business negotiations and decisions, the supplier shall comply with the applicable laws and other relevant regulations of the countries in which it operates.

This includes the responsibility to minimize environmental impact by using resources efficiently, reducing emissions and waste, and preventing pollution. Suppliers are expected to actively manage environmental risks and continuously improve their environmental performance.

In addition to complying with local and national laws, the supplier should recognize and adhere to the principles of the international conventions listed below.

Conventions of the International Labor Organization	
ILO-Convention 1	Working Hours
ILO-Conventions 29, 105	Forced and Compulsory Labor and Abolition of Forced and Compulsory Labor
ILO-Conventions 87, 98, 135	Freedom of Association and the Right to Collective Bargaining
ILO-Conventions 100, 111	Equal Remuneration and Equal Treatment
ILO-Convention 102	Social Security (Minimum Standards)
ILO-Convention 131	Minimum Wage Fixing
ILO-Conventions 138, 182	Minimum Age
ILO-Convention 155	Occupational Safety and Health
ILO-Convention 159	Vocational Rehabilitation and Employment of Disabled Persons
ILO-Convention 169	Indigenous and Tribal People
ILO-Convention 177	Home Work
ILO-Convention 181	Private Employment Agencies
ILO-Convention 183	ILO-Convention 183

## 2 PROHIBITION OF CORRUPTION AND BRIBERY

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Any form of corruption, breach of trust, or embezzlement is strictly prohibited and shall neither be practiced nor tolerated. The supplier shall not, directly or indirectly, offer, promise, grant, or accept any undue advantage in order to influence business decisions or obtain an improper benefit, whether domestically or internationally.

This also applies to the improper acceptance of gifts, payments, or other benefits.

## 3 CHILD LABOR AND YOUNG WORKERS

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Child labor shall not be used or tolerated at any stage of the supplier's business activities. A child is defined as any person under the age of 15, unless a higher minimum age is stipulated by applicable local laws or compulsory schooling requirements, or where an exception applies under ILO Convention 138 (minimum age of 14).

Where child labor is identified, the supplier shall implement appropriate remediation measures to safeguard the best interests of the child. Such measures shall be documented, effectively communicated, and may include financial or other support to enable the child to attend and complete compulsory education.

The employment of young workers (above the minimum working age but under 18) is permitted, provided that their work does not interfere with compulsory schooling and is not harmful to their health, safety, or development. Working hours for young workers shall be limited to a maximum of eight hours per day, and the combined time spent on school, work, and travel shall not exceed ten hours per day.

## 4 FORCED COMPULSORY LABOR

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No work or service shall be performed involuntarily, under threat, coercion, or in repayment of a debt (debt bondage).

This includes any form of modern slavery, human trafficking, or involuntary labor. Employees shall not be subject to any form of intimidation, penalty, or restriction of movement.

Work or services performed as a result of a lawful court order shall not be considered forced or compulsory labor, provided that such work is carried out under the supervision and control of a public authority and that the individuals concerned are not made available to, or exploited by, private individuals, companies, or associations.

## 5. HEALTH AND SAFETY

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The supplier shall ensure a safe and healthy working environment and take effective measures to prevent work-related injuries and ill health. Hazards and risks in the workplace shall be systematically identified, assessed, and eliminated or, where not possible, minimized in accordance with applicable laws and recognized industry standards.

Appropriate procedures and controls shall be implemented and documented. Where residual risks remain, the supplier shall provide suitable personal protective equipment (PPE) at no cost to employees.

The supplier shall ensure that employees receive adequate health and safety information, instruction, and training, including upon hiring, job changes, and when workplace conditions change. Employees shall be entitled to remove themselves from situations of serious and imminent danger without prior approval.

Responsibility for occupational health and safety shall be assigned to a competent member of management. The supplier shall establish a system for regular risk assessments, incident reporting, and continuous improvement. Where appropriate, a joint management–employee health and safety committee shall be in place.

In the event of a work-related injury or illness, appropriate first aid shall be provided, and access to medical care shall be ensured.

Special consideration shall be given to vulnerable groups, including young workers and pregnant or breastfeeding employees, through appropriate workplace risk assessments and protective measures.

The supplier shall provide access to clean sanitary facilities, safe drinking water, and suitable areas for breaks. Where accommodation is provided, it shall be clean, safe, and meet basic living standards.

## 6 FREEDOM OF ASSOCIATION

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The supplier shall respect the right of employees to freely associate, join or form trade unions, and to bargain collectively, in accordance with applicable laws and international standards. Employees and their representatives shall not be subject to discrimination, harassment, or retaliation for exercising these rights.

Where the right to freedom of association and collective bargaining is restricted by law, the supplier shall facilitate alternative forms of independent and free worker representation and dialogue.

## 7 DISCRIMINATION

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The supplier shall oppose all forms of discrimination and ensure equal treatment in all aspects of employment and business relationships. No discrimination shall be permitted in recruitment, compensation, access to training, promotion, termination, or retirement.

Discrimination on the basis of race, nationality, ethnic or social origin, religion, disability, gender, sexual orientation, age, family status, union membership, political views, or any other personal characteristic is strictly prohibited.

The supplier shall respect the dignity, privacy, and personal rights of all employees and shall not interfere with their ability to exercise their rights or meet personal or cultural needs.

Any form of harassment or abuse, including threatening, offensive, exploitative, or sexually coercive behavior, whether verbal, non-verbal, or physical, is prohibited at the workplace and in any facilities provided by or on behalf of the supplier.

The supplier shall not require employees to undergo pregnancy or virginity testing under any circumstances.

## 8 DISCIPLINARY MEASURES

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Employees shall be treated with dignity and respect at all times. The supplier shall not engage in or tolerate any form of corporal punishment, mental or physical coercion, or verbal abuse. Harsh or inhumane treatment of employees is strictly prohibited.

## 9 WORKING HOURS

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The supplier shall comply with applicable requirements regarding working hours, rest breaks, and public holidays, and shall adhere to recognized industry standards.

The regular working week shall not exceed 48 hours. Employees shall be granted at least one day off after six consecutive working days.

Any exceptions to these limits shall only be permitted where allowed under applicable regulations and where a valid collective agreement is in place, ensuring that average working hours remain within acceptable limits and that adequate rest periods are provided.

## 10 PAYMENT

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The supplier shall ensure that wages for a standard working week, excluding overtime, meet or exceed applicable minimum standards or collectively agreed rates, whichever is higher. Wages shall be sufficient to meet basic needs and provide a reasonable level of discretionary income.

All legally or contractually required benefits and additional payments shall be provided. Overtime work shall be compensated at a premium rate. Where no statutory or collectively agreed overtime rate exists, overtime shall be compensated at a rate consistent with company or prevailing industry standards.

Deductions from wages shall be transparent and lawful. Deductions as a disciplinary measure shall not be permitted unless explicitly allowed and regulated under a valid collective agreement.

Wages and social contributions shall be paid in a timely manner and in a legal form of payment. Payment in vouchers, coupons, or similar substitutes for legal tender is not permitted.

The supplier shall not use labor-only contracting, repeated short-term contracts, or other arrangements to avoid obligations related to employment, wages, and social security.

## 11 ENVIRONMENTAL

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The supplier shall conduct its operations in an environmentally responsible manner and comply with all applicable environmental laws and regulations. The supplier shall identify, assess, and manage environmental impacts and risks, and take appropriate measures to prevent pollution.

This includes, where applicable, the efficient use of energy, water, and raw materials, the reduction of emissions and waste, and the safe handling of hazardous substances. The supplier shall strive to reduce its environmental footprint, including greenhouse gas emissions, and support the sustainable and circular use of resources. The supplier is expected to continuously improve its environmental performance and to apply recognized environmental standards and best practices.

## 12 COMPLIANCE WITH COMPETITION LAW

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The supplier must comply with the rules of free and fair competition and in particular, all statutory provisions of the anti-trust legislation must be complied with.

## 13 FOREIGN TRADE

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All provisions of the foreign trade, tax and customs laws of all countries in which the supplier is in business must be complied with.

## 14 PROTECTION OF OPERATING/BUSINESS SECRETS AND DATA PROTECTION

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Operating and business secrets and all other confidential information must be treated as strictly confidential. This information must be appropriately protected from being inspected or passed on to third parties. In all use of personal data, the protection of privacy must be complied with and the security of these data guaranteed.

## 15 SUPPLY CHAIN

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The supplier shall use reasonable efforts to ensure that the principles set out in this Code of Conduct are implemented by its suppliers and sub-suppliers.

## 16 MANAGEMENT SYSTEM

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These policies and procedures shall be effectively communicated and made accessible to personnel in all appropriate languages.

## 17 CORRECTIVE ACTIONS

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In the event of non-compliance with the requirements of this code of conduct, corrective measures are agreed between the supplier and Vacumetal, to be implemented within an appropriate period of time.

## 18 RIGHT OF TERMINATION

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In the event of serious cases of non-compliance with the requirements laid down in this code of conduct or ongoing non-compliance with the requirements defined in this code of conduct following the extensive implementation of corrective measures as described above, Vacumetal. is entitled to terminate the business relationship, including all subordinate suppliers or service providers.

An appropriate notice period to implement the corrective measures must be provided before the right of termination is exercised.

Vacumetal would like to thank you for your support and is delighted to have laid a foundation for growth and sustainability with its suppliers.