

# Supplier code of conduct

This code of conduct establishes the norms and values through which Roba Holding B.V. (hereafter: Roba) seeks to inspire its suppliers and sub-contractors to ethical and sustainable business conduct. Roba Holding B.V. contains the following companies: Roba Metals B.V., Roba Metals N.V., Roba Metal Processing N.V., Roba Metals Polska Sp. Z.o.o., Roba Metals Plate Center B.V., Roba Metals Ltd., Roba Metals GmbH, Roba Metals Korea Ltd., KBM Master Alloys B.V., Affilips N.V., KBM Affilips B.V..

These norms and values allow Roba to be a trusted partner in metal. Roba encourages suppliers (and their supply chain contributing to the contractual obligations to Roba) to meet these standards. We expect our suppliers to actively work to improve adherence to the values outlined below and pass on the principles of responsible supply chain management towards its tier-1 suppliers.

## Core values

Roba is a family-owned company established in 1937. Since its establishment Roba has significantly expanded its activities. The norms and values pursued by the company however have remained unchanged. The major social involvement of employees, retired employees and the environment must not be lost sight of. Roba's core values are:

- High level of customer focus
- Excellent service
- Flexibility
- Cost-consciousness
- Honesty and respect
- Trustworthiness and integrity
- Social and environmental responsibility

These are the core principles we value.

## Ethical business conduct

Roba encourages its suppliers to conduct their business in an ethical manner. This is reflected in the following provisions:

- a. Compliance to law and regulations: supplier must first and foremost comply to all applicable national and international laws and regulations for the products and services they provide.
- b. Anti-bribery, corruption, money laundering, conflict of interest, extortion or embezzlement: supplier strives to take a firm stance against any form of bribery, corruption, money laundering, conflict of interest, extortion or embezzlement. Supplier must ensure that these activities do not take place within its business practice. This includes the supervision on gifts, and ensuring that gifts do not influence business or other decision-making processes as to protect the integrity of the organization. Gifts must not go beyond what is reasonable.
- c. Fair competition: supplier ensures to compete within the boundaries set by applicable competition law including the production of counterfeit parts and prevent the misuse of intellectual properties.
- d. Financial responsibility: supplier must ensure that all financial information, reports and financial transactions, in connection to its business activities, are carried out truthfully and in accordance with applicable national and international regulations.
- e. Protection of confidential information: supplier must take all steps necessary to ensure the protection of any and all data and information shared or provided by Roba.
- f. Data protection and security: supplier must act in accordance with applicable privacy and data protection rules and regulations (A.o. GDPR).

## Human rights and labour standards

- a. Child labour: Roba Metals and all its affiliated parties condemn child labour and strictly prohibit supplier from using child labour.
- b. Forced labour: supplier ensures that it does not use forced labour, compel employees to pay recruitment fees or use coercion or threats in its working relationship with its employees. Any form of (modern) slavery, human trafficking or involuntary prison labour is strictly forbidden. Workers are allowed to terminate their employment and leave the company in accordance with local laws and regulations.
- c. Working hours: supplier shall ensure that the working hours do not exceed the limits set by local or national applicable law or collective bargaining agreements.
- d. Freedom of union: supplier recognizes and will not interfere with workers' freedom of assembly and their right to collective bargaining within the confines of applicable national and international law.

Supplier shall ensure that no differential treatment shall result from the participation of labour unions.

- e. Liveable and fair wages: supplier shall provide its employees with liveable and fair compensation in the form of wages. This includes ensuring that the minimum wage adheres to the standard set by the law, the adequate compensation of overtime and providing the legally mandated benefits.
- f. Supplier shall ensure that its employees work in an environment free from sexual harassment, workplace violence, punishment, humiliation and denigration. Supplier shall ensure that no discrimination based on race, colour, gender, religion, affiliation or any other ground will occur.
- g. Working conditions: supplier must take adequate steps to safeguard the health and safety of its workers. This includes providing, free of charge, protection equipment to all employees.

## Environment and sustainability

As a family business, sustainability and corporate environmental responsibility have always been part of our manner of working. As such, we expect our suppliers to reflect similar values in their business operations.

- a. Supplier shall work to minimize CO<sub>2</sub> emissions and set goals with appropriate timeframes.
- b. Supplier shall conduct their business in accordance with relevant locally and internationally recognized environmental standards for the products and services they provide.
- c. Supplier is able to provide reports on their levels of CO<sub>2</sub> emissions, renewable energy, waste reduction, soil quality and noise emissions and will update these annually.

## Sanctions and export control

Supplier will not supply any materials that violate any sanctions in effect pursuant to the local applicable sanction law, the UK Sanctions and Anti-Money Laundering Act 2018, any primary and secondary sanctions imposed by the U.S. or any sanctions adopted by the EU Council pursuant Article 29 TEU and 215 TFEU. Supplier is liable for any and all damages such a violation causes, including but not limited to fines, reputational damages, failure of delay of compliance to third parties and replacement costs.

## REACH and RoHs

- a. REACH: supplier must ensure compliance to EU REACH by demonstrating evidence of a robust, ongoing product compliance program with incremental improvement. This entails gathering information on the properties of their chemical substances and registering the information in a central database of the European Chemicals Agency. Materials provided by supplier may not

contain any SVHC-substances in concentrations greater than 0,1% weight by weight.

**Supplier must provide documentation of compliance pursuant and attached to this document.**

- b. RoHs: supplier must ensure compliance to EU Directives RoHs 1 and RoHs 2. Products must not exceed the allowed amounts of the materials listed in Annex 2 of the RoHs directive.

**Supplier must provide documentation of compliance pursuant and attached to this document.**

## Conflict minerals and extended minerals

In politically unstable areas, the minerals trade can be used to finance armed groups, fuel forced labour and other human rights abuses, and support corruption and money laundering. These so-called "conflict minerals", also referred to as 3TG, consist of tin, tungsten, tantalum and gold. The extended minerals consist of cobalt and mica.

All products delivered by supplier are to be free from 3TGs and extended minerals that directly or indirectly benefit or finance armed groups, contribute to forced labour or other human rights abuses, or in any other way violate the EU Conflict Minerals Regulation or Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

**Supplier must provide documentation of compliance pursuant and attached to this document.**

## Consequences breach of supplier code of conduct

A breach of this code of conducts is considered a breach of contract and all agreements between Roba and supplier. Roba pledges to seek to resolve the breach with supplier through conversation before termination of any agreement. Roba will provide a reasonable timeframe to supplier to resolve the breach based on the nature of the non-compliance, during which Roba will actively communicate with supplier. In case supplier is unable to remedy its breach within a reasonable timeframe, Roba has the right to terminate all agreements with supplier.

Company name	_____
Signature and stamp	_____
Name	_____
Date	_____