

Attachment Compliance

In June 2021, the German Act on Corporate Supply Chain Due Diligence (Gesetz über die unternehmerischen Sorgfaltspflichten in Lieferketten -Lieferkettensorgfaltspflichtengesetz, LkSG) was passed, obliging German companies with more than 3,000 employees and at least one location in Germany to ensure the protection of human rights in global supply chains and to fulfill their due diligence obligations to their suppliers and business partners as of January 2023.

Grammer takes the resulting obligations very seriously, as well as the topics of compliance in general, ESG, and adherence to foreign trade regulations.

Therefore, the supplier commits as follows:

1. Compliance, duties of care, ESG

13.1. The SUPPLIER is obliged to

- 1.1.1. comply with the **[GRAMMER SUPPLIER CODE OF CONDUCT]**, which can be viewed under [Purchasing \(grammer.com\)](https://www.grammer.com/Purchasing);
- 1.1.2. protect and preserve the protected rights and interested listed in the **[GRAMMER SUPPLIER CODE OF CONDUCT]** at the level of protection set forth therein, especially as relates to the protection of human rights, the environment and the climate, along with sustainability and governance;
- 1.1.3. protect and preserve all legal interests pursuant to the statutory requirements applicable in Germany and the European Union for due diligence, taxonomy and sustainability irrespective of whether the SUPPLIER falls within the scope of application of a given law or EU regulation; specifically, to comply with the obligations pursuant to the German Act on Corporate Supply Chain Due Diligence (*Gesetz über die unternehmerischen Sorgfaltspflichten in Lieferketten - Lieferkettensorgfaltspflichtengesetz - LkSG*), including the legal acts referenced therein;
- 1.1.4. comply with the sanction regimes of the United Nations, the European Union, the Federal Republic of Germany and the United States of America irrespective of whether such regimes apply to the SUPPLIER.

1.2. The SUPPLIER undertakes to procure by suitable measures that

- 1.2.1. the duties set forth in section 1.1 are discharged and such compliance is monitored on a continuous basis;
- 1.2.2. compliance with the duties set forth in section 1.1 is demonstrated on a regular basis as part of **[GRAMMER CSR TOOL]** and the information provided in **[GRAMMER CSR TOOL]** is kept up to date at all times;
- 1.2.3. the risk of violations of the duties set forth in section 1.1 is minimized. The SUPPLIER will notify GRAMMER in writing of detected risks and imminent violations without undue delay;
- 1.2.4. suitable measures are adopted without undue delay if and when violations of the duties set forth in section 1.1 are detected, and that such measures will put an end to the violations, effectively counter the effects thereof and prevent similar violations from

- occurring in the future. The SUPPLIER will notify GRAMMER in writing of detected violations as well as of intended and planned measures without undue delay;
- 1.2.5. it maintains its own and suitable whistleblowing system for the reporting of violations of the duties set forth in section 1.1 and makes clear and comprehensible information available about how its own whistleblowing system can be reached and used and what it is intended for, and it shall ensure that its own whistleblowing system and **[WHISTLEBLOWING TOOL GRAMMER]** of GRAMMER are used;
 - 1.2.6. the implementation of the duties defined in this section 1 is duly documented;
 - 1.2.7. GRAMMER receives a written report in annual intervals or upon request, which attests to the implementation of the duties defined in this section 1, especially as regards identified risks, imminent or detected violations of the provisions set forth in section 1.1 as well as corresponding measures and their effectiveness;
 - 1.2.8. its suppliers, subcontractors and vendors are contractually obliged to observe and comply with the provisions set forth in section 1.1 as well as to discharge the duties pursuant to this section 1.2. At GRAMMER's request, the SUPPLIER must furnish suitable proof.
 - 1.3. At GRAMMER's request, the SUPPLIER is obliged
 - 1.3.1. to issue a declaration to the effect that it observed and complied with the provisions set forth in section 1.1 and discharged the duties pursuant to section 1.2;
 - 1.3.2. to provide such information as GRAMMER may need for the **[BUSINESS PARTNER CHECK]** with respect to the SUPPLIER.
 - 1.4. The SUPPLIER must discharge the duties defined in this section 1 on its own. If and to the extent that GRAMMER imposes requirements on the SUPPLIER with regard to the fulfillment of the duties according to this section 1, the SUPPLIER must satisfy such requirements at its own expense.
 - 1.5. GRAMMER is entitled at any time to verify compliance with the duties under this section 1 at the SUPPLIER's place of business; specifically, it may demand to see relevant information, records and certificates. The SUPPLIER must transmit the information so requested completely and without undue delay.
 - 1.6. Irrespective of section 1.5, GRAMMER is entitled at any time to verify compliance with the duties under this section 1 at the SUPPLIER's place of business itself or have a third-party auditor do so. GRAMMER is entitled to conduct such an audit itself at least once per year and have another one conducted by a third party of its choice. GRAMMER will announce the audit at least five (5) calendar days in advance. The SUPPLIER must grant GRAMMER or such third party as GRAMMER may task with conducting the audit access to its places of business as well as full access to all documents, data and systems related to the implementation of executed contracts during regular business hours (but at least between 8 a.m. and 5 p.m., local time). The SUPPLIER is entitled to adopt suitable measures to safeguard its business and trade secrets and protect confidentiality; however, such measures must not interfere with the completion of the audit and/or affect its outcome.
 - 1.7. In the event that the SUPPLIER culpably breaches the duties under this section 1, or if there is reason to suspect that the SUPPLIER is doing so, and it is unable to allay such suspicion, the SUPPLIER will bear all costs and expenses for the Audits and GRAMMER is entitled, without prejudice to any other claim, to terminate the business relationship, to refuse acceptance of

deliveries of affected ORDERS, cancel any ORDER and/or to terminate the CONTRACTUAL TERMS, be it wholly or in part.

2. Import, export, customs

- 2.1. The SUPPLIER is obliged to comply with the applicable statutory law provisions on customs, import and export as well as the foreign-trade regulations in effect in the country of origin and the country of destination and in particular in the European Union and the Federal Republic of Germany.
- 2.2. The SUPPLIER is obliged
 - 2.2.1. to notify GRAMMER in writing of approval requirements or restrictions in place for exporting or re-exporting its SERVICES under applicable legal export and customs rules of the country of origin and the country of destination of its SERVICES;
 - 2.2.2. to disclose the origin in terms of trade policy according to the non-preferential rules of origin of its SERVICES and to issue a certificate of origin;
 - 2.2.3. in the event that the SERVICE originated in a country with which a free-trade or preferential agreement exists, to furnish suitable proof of preference satisfying applicable requirements;
 - 2.2.4. in cases of SERVICES and supplies of relevance to customs law, to enclose with a delivery all documents needed for a complete and correct import customs declaration, subject to the following requirements:
 - a) costs not included in the price of the SERVICE (e.g., research and development costs, licensing fees, tool costs, PROVISIONS) are to be listed separately in each instance;
 - b) costs included in the price, which are not included for the calculation of the customs value, in particular costs for SERVICES after the import (e.g. construction, erection, assembly, maintenance and technical assistance);
 - c) in cases of free deliveries, an invoice is to be issued *pro forma*, such invoice to state the value in the amount of the fair market price and include the remark "*for customs purposes only*" as well as the reason for the free delivery.
- 2.3. The SUPPLIER is obliged
 - 2.3.1. to transmit the information pursuant to section 2.2 at the time of delivery, at the latest;
 - 2.3.2. to transmit the information pursuant to section 2.2 without undue delay at GRAMMER's request;
 - 2.3.3. to independently monitor any necessary changes to the information pursuant to section 2.2 and notify GRAMMER thereof without undue delay.

- 2.4. At GRAMMER's request, the SUPPLIER must issue a positive long-term supplier declaration on data relevant to customs law until December 31 of the respective year , including but not limited to Customs Master Data.
- 2.5. Unless otherwise agreed, the SUPPLIER must send the information indicated in this section 2 as well as any inquiry to GRAMMER by email to [Gr-Tax-Import@grammer.com]. The SUPPLIER will provide GRAMMER with an email address of its own, to which GRAMMER may address communications in reference to the duties in this section 2.
- 2.6. In the event that the SUPPLIER culpably breaches the duties under this section 2, or if there is reason to suspect that the SUPPLIER is doing so, and it is unable to allay such suspicion, GRAMMER is entitled, without prejudice to any other claim, to terminate the business relationship, to refuse acceptance of deliveries of affected ORDERS, cancel any ORDER and/or to terminate the CONTRACTUAL TERMS, be it wholly or in part.

Place, date

SUPPLIER

The undersigned expressly confirms that he/she is
authorized to represent the SUPPLIER.

Name (Supplier)
Function (Supplier)

Name (Supplier)
Function (Supplier)