

# Code of Conduct for Suppliers at ERBUD SA



### 1. Purpose and Aim of the Code.

The Code of Conduct for Suppliers describes the obligations regarding ERBUD S.A.'s standards for suppliers of materials and equipment, subcontractors, service providers, intermediaries and consultants and the expectations towards these entities. The Code indicates the most important values and attitudes that strengthen the process of shaping an ethical environment, mutual trust and good cooperation.

The Code complements the legal regulations by defining the framework and standards of behaviour in the relationship between ERBUD S.A. - supplier, with the aim of ensuring cooperation that contributes to value creation and sustainable development of the Company and suppliers.

This Code is inspired by the UN Universal Declaration of Human Rights, the International Labour Organisation Declaration on Fundamental Principles and Rights at Work, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, the UN Global Compact Principles.

### 2. Scope of Application:

This Code of Conduct for Suppliers applies to suppliers of goods and services, and their employees during the course of their cooperation with Erbud S.A. under the contracts concluded.

### 3. Terms and Abbreviations:

Terms used in the Code are given the meaning indicated below:

- 3.1. **"Company"** - means Erbud Spółka Akcyjna with its registered office in Warsaw,
- 3.2. **"Supplier"** - means suppliers of materials, equipment and devices, subcontractors, service providers,
- 3.3. **"Administrator"** - means the person coordinating the process of drafting, reviewing, publishing and archiving provisions, and maintaining records, with e-mail contact: [procedury@erbud.pl](mailto:procedury@erbud.pl),
- 3.4. **"Employee"** - means a person providing work or services to the Company, including a person employed under a civil law contract. For the avoidance of doubt, Employee shall also mean persons performing work or services for the Supplier in the value chain, regardless of the existence or nature of the contractual relationship with the Supplier i.e.: Employees of supply companies, subcontractors and other business partners.

### 4. Description of Proceedings/Content of the Document:

#### 4.1. **General Information**

- 4.1.1. The Code of Conduct for Suppliers is a set of rules that the Company adheres to and expects Suppliers to adhere to.
- 4.1.2. The Company, in order to achieve the highest standards of business conduct, implements optimal solutions. The Company, in its operations, adheres to the due diligence guidelines for responsible business conduct developed by the OECD, the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights and the Universal Declaration of Human Rights. It applies and complies with the standards of the International Labour Organisation, the United Nations Convention against Corruption, international trade sanctions and embargoes, including sanctions that may be in force as a result of a resolution adopted in accordance with Chapter VII of the United Nations Charter by the United Nations Security Council, sanctions

imposed by the European Union, acts of internal law implementing the above provisions, as well as provisions of bylaws, in particular those eliminating conflicts of interest.

- 4.1.3. When working with Suppliers, the Company is guided by the principles of responsible business and sustainable development.
- 4.1.4. The Company is fostering a culture of co-responsibility for business operations in terms of health and safety, human rights, business ethics, caring for Employees and the environment, at all stages and in all areas of operations. Co-responsibility also extends to the supply chain and cooperation with Suppliers.
- 4.1.5. The Company supports the development and improvement of business practices in accordance with this Code. The aim is to work with Suppliers who understand and share the approach to responsible business and sustainability and whose objectives are the same as the values that are important to the Company.
- 4.1.6. If a breach of this Code by the Supplier is confirmed, a mitigation and remediation plan will be established in cooperation with the Supplier. In justified cases, the Company reserves the right to suspend cooperation with the Supplier until the non-compliance is remedied or, in extreme cases, to stop cooperation if the Supplier finds it impossible to apply the provisions of this Code and its action conflicts with the Company's values.
- 4.1.7. The Company reserves the right to monitor and conduct compliance audits at Suppliers in order to verify compliance with the requirements contained in this Code. Accordingly, the Supplier is obliged to co-operate by providing the required information to the extent indicated by the Company and by allowing the Company access to particular persons, documentation or premises to enable a sound audit to be carried out.
- 4.1.8. The Supplier is obliged to ensure compliance under this Code by all parties in its supply chain, to carry out audits of its supply chain and to make the results available to the Company upon request. Any non-compliance by the Supplier or its supply chain must be effectively remedied in a timely manner and at no additional cost to the Company or its customers.

#### 4.2. Areas of Activity Regulated by the Code of Conduct for Suppliers

##### 4.2.1. Respect for Human Rights:

- 4.2.1.1. The Supplier does not tolerate employment discrimination on the basis of gender, age, ethnicity, nationality, religion, disability, political affiliation or sexual orientation;
- 4.2.1.2. the Supplier recognises freedom of association and the right to collective bargaining;
- 4.2.1.3. the Supplier ensures respect for human rights in its operations;
- 4.2.1.4. the Supplier does not employ any person below the age of completion of compulsory education or below the age of 15 years, unless permitted by local legislation and in accordance with acts issued by the International Labour Organisation;
- 4.2.1.5. the Supplier ensures that working conditions, working hours, wages and benefits comply with national and local laws and relevant International Labour Organisation conventions;
- 4.2.1.6. the Supplier does not allow practices that would restrict the freedom of movement of Employees, such as taking away identity documents, passports or work permits as a condition of employment;
- 4.2.1.7. to the extent that it is obliged by law, the Supplier does not restrict the right of Employees to report violations. It shall ensure confidentiality, feedback and protection from reprisals to the Whistleblowers;

- 4.2.1.8. the Supplier does not use any form of modern slavery, forced or compulsory labour and allows employees to freely terminate their employment relationship in compliance with applicable laws,
- 4.2.1.9. the Supplier ensures that overtime work is only used if it is necessary and permitted by local law.
- 4.2.2. **Ensuring Decent and Non-Discriminatory Working Conditions:**
  - 4.2.2.1. The Supplier complies with all labour laws applicable to the Supplier's country of origin and operations;
  - 4.2.2.2. the Supplier does not accept mobbing in the workplace;
  - 4.2.2.3. the Supplier is committed to equal access to working conditions regardless of the form of employment permitted by law;
  - 4.2.2.4. the Supplier manages Employees and the workplace responsibly, taking care of safety in the workplace;
  - 4.2.2.5. the Supplier treats everyone fairly, with respect and dignity, regardless of gender, age, religion, sexual orientation, education, nationality, belief, political opinion, disability or position;
  - 4.2.2.6. where it is necessary to provide accommodation for its Employees for the duration of an assignment, the Supplier ensures that the social and living conditions are safe and hygienic.
- 4.2.3. **Anti-Corruption:**
  - 4.2.3.1. The Supplier counters all forms of corruption in its operations;
  - 4.2.3.2. if any form of corruption is found, the Supplier takes steps to correct and prevent further violations.
- 4.2.4. **Conflict of Interest:**
  - 4.2.4.1. The Supplier avoids situations in which personal and business interests may intersect in the course of cooperation with the Company;
  - 4.2.4.2. the Supplier notifies the Company when it becomes aware of a conflict of interest or of situations that may constitute a conflict of interest.
- 4.2.5. **Fair Competition:**
  - 4.2.5.1. The Supplier is obliged to act in accordance with national and international competition law and not to participate in price collusion, market or customer allocation.
  - 4.2.5.2. the Supplier is obliged to respect intellectual property.
- 4.2.6. **Hospitality and Gifts:**
  - 4.2.6.1. The Supplier shall not offer or accept any form of hospitality or gifts that may inappropriately influence the business decisions of the Company or the Supplier;
  - 4.2.6.2. the Supplier complies with the Company's hospitality and gifts policy;
- 4.2.7. **Fiscal Integrity**
  - 4.2.7.1. The Supplier pays all taxes due in connection with transactions carried out in the course of its cooperation with the Company;
  - 4.2.7.2. the Supplier is to purchase goods and services from entities guaranteeing that the VAT shown in invoices is shown and paid in accordance with the applicable tax legislation.
- 4.2.8. **Anti-Money Laundering and Countering the Financing of Terrorism**

The Supplier complies with applicable legislation on the prevention of money laundering. The Supplier pays particular attention to suspicious transactions and entities reluctant to provide

- reliable information. The Supplier does not accept, enable or support activities that constitute money laundering or terrorist financing in any way.
- 4.2.9. Sanctions
- 4.2.9.1. The Supplier undertakes to disclose to the Company the real beneficiaries of the Supplier and the entities with which the Supplier will work;
- 4.2.9.2. the Supplier acknowledges that the Company does not tolerate cooperation with partners on the sanctions list or with affiliates in internationally sanctioned countries;
- 4.2.10. Ethical Standards of Business Conduct
- 4.2.10.1. The Supplier applies principles of ethical conduct in every area of its business;
- 4.2.10.2. the Supplier implements solutions that build and expand awareness of ethical conduct among Employees and Associates and management.
- 4.2.11. **Environmental Impact Management:**
- 4.2.11.1. The Supplier complies with all applicable laws and other requirements regarding the environmental impact of its activities;
- 4.2.11.2. to the extent that it is obliged to do so by the provisions of applicable law, including European law, the Supplier assesses its activities from the point of view of the risk of negative environmental impacts and seeks to prevent such risks.
- 4.2.12. Acquisition and Use of Raw Materials:
- 4.2.12.1. The Supplier strives for responsible sourcing of raw materials and consideration of environmental criteria in its business decisions;
- 4.2.12.2. The Supplier aims to reduce the consumption of raw materials and natural resources, including water, above all to manage them rationally.
- 4.2.13. **Responsible Management of the Social and Environmental Impact of its Activities:**  
To the extent that it is obliged by applicable law, including acts of the European Union, the Supplier takes steps to define its corporate responsibility and sustainability objectives in the form of a policy, strategy, declaration or other document.
- 4.2.14. **Minimising Environmental Emissions:**
- 4.2.14.1. The Supplier guarantees that the management methods for pollutant emissions (to air, water and soil) ensure that they are monitored, minimised and that the management processes in this area are continuously improved;
- 4.2.14.2. the Supplier seeks to reduce negative climate impacts and environmental risks by taking effective preventive measures to an extent appropriate to the scale and type of its operations;
- 4.2.14.3. the Supplier measures and monitors greenhouse gas emissions (scope 1,2,3) arising from operations;
- 4.2.14.4. the Supplier provides data on the carbon footprint of the products supplied to the Company
- 4.2.15. **Responsible Waste Management:**
- 4.2.15.1. The Supplier complies with waste management legislation;
- 4.2.15.2. the Supplier aims to minimise the generation of waste associated with its operations;
- 4.2.15.3. the Supplier ensures that the waste generated is managed appropriately by promoting a closed loop economy;
- 4.2.15.4. the Supplier ensures proper management of the waste generated, including cooperation with authorised waste collectors in order to minimise the risk of negative impacts of the waste on the environment
- 4.2.16. **Handling of Hazardous Materials:**

The Supplier handling substances (materials, preparations and products) that have been classified as hazardous to the environment ensures that they are safely acquired, labelled, handled, transported, stored, disposed of and complies with information obligations.

**4.2.17. Workplace Safety and Employee Health:**

- 4.2.17.1. The Supplier complies with all health and safety legislation relevant to the country of operation and its specific activities;
- 4.2.17.2. the Supplier complies with the Company's health and safety management system guidelines;
- 4.2.17.3. the Supplier ensures safe and healthy working conditions by implementing procedures, managing health and safety, introducing solutions and practices aimed at the complete elimination of accidents, avoidance of injuries and illnesses among Employees, in relation to the work performed;
- 4.2.17.4. the Supplier aims to set safety targets - minimising risks - and monitors, analyses and documents the achievement of these targets in an effort to improve occupational safety;
- 4.2.17.5. the Supplier ensures that there is no harassment, bullying, harsh treatment, violence, intimidation, corporal punishment, mental or physical coercion, verbal or sexual abuse, threats of violence as a method of discipline or control such as withholding Employees' identity documents, passports, work permits or the collection of a deposit as a condition of employment.

**4.2.18. Maintaining Confidentiality:**

The Supplier ensures the protection of confidential information entrusted to it by the Company, customers and others.

**4.2.19. Data Protection:**

The Supplier ensures that all activities relating to personal data (including: collection, recording, storage, deletion) take place in accordance with applicable legislation.

- 4.3. In the event of any breach or irregularity within the scope regulated by the provisions of section 4.2 of the Rules, the Supplier takes steps to correct and prevent further breaches.

**4.4. Reporting Irregularities**

4.4.1. Reports of irregularities related to the content of the Rules can be made through a dedicated platform for reporting concerns, questions or doubts related to the negative impact of our organisation on the environment. The platform can be found at: <https://dialog.erbud.pl/>.

4.4.2. Within the scope of the procedure, you can report information on irregularities, complaints, concerns, and raise doubts and questions about the activities carried out by the Company.

4.4.3. The notification should include:

- 4.4.3.1. the date of notification;
- 4.4.3.2. the details of the person making the notification, although it is possible to make the notification anonymously, in which case it will not be possible to inform of the action taken in the case.
- 4.4.3.3. indication of the e-mail address or telephone number to which feedback is to be given,
- 4.4.3.4. indication of the area to which the information/notification relates;
- 4.4.3.5. the details of the persons to whom the information relates;

- 4.4.3.6. the approximate date of occurrence of the event covered by the information;
- 4.4.3.7. description of irregularities, including:
  - 4.4.3.7.1.1. a description of the matter, indicating the essential facts relevant to the matter;
  - 4.4.3.7.1.2. an indication of how the notifying person found out about the matter;
  - 4.4.3.7.1.3. identification of persons, if any, contacted by the notifying person on the matter.

#### 4.5. Final Provisions

The conclusion of a contract with the Company or the submission of an order by the Company is tantamount to a commitment by the Supplier to perform the commissioned task in accordance with the provisions of this Code.

#### 4.6. Organisational Provisions

- 4.6.1. The highest level in the organisation, responsible for the implementation of the Code and its enforcement, is the Compliance Officer.
- 4.6.2. This Code needs to be reviewed at least once every 2 years, but if there is no reason to update it, the content of the document remains unchanged.
- 4.6.3. Employee representatives are consulted on the content of the Code.
- 4.6.4. The Code should be communicated through dedicated communication channels operating within the Company.
- 4.6.5. Failure to comply with this code will result in official consequences.