



Supplier Code of Conduct

for MAX Automation SE and its subsidiaries

SUPPLIER CODE OF CONDUCT



MAX Automation SE – Supplier Code of Conduct	
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SUPPLIER CODE OF CONDUCT

1	Preamble	4
2	General Principles, Legal Provisions and Legislation	5
3	Social Responsibility	6
3.1	Human Rights	6
3.2	Ban on Forced Labour	6
3.3	Ban on Child Labour	6
3.4	Prohibition of Discrimination	6
3.5	Health Protection	6
3.6	Fair Working Conditions	6
4	Ecological Responsibility	7
5	Ethical Business Behaviour and Compliance	8
5.1	Fair Competition	8
5.2	Integrity/Prohibition of Corruption	8
5.3	Trade Secrets/Data Protection:	8
5.4	Intellectual Property	8
6	Realisation of the Requirements	9
6.1	Binding Nature, Violations and Consequences	9
6.2	Electronic Reporting System	9

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1 Preamble

MAX Automation SE and its subsidiaries (MAX Group) are committed to ecologically and socially responsible Corporate Governance. We expect the same behaviour from all our suppliers. We also strive to continuously optimise our business activities and our products and services in terms of sustainability and encourage our suppliers to contribute to this in the sense of taking a holistic approach.

For future cooperation and as a basis for all future deliveries, the supplier shall undertake to fulfil the principles and requirements of this Code of Conduct or to comply with comparable standards and regulations of the supplier's own Code of Conduct together with the current sustainability practices and to strive to contractually oblige his subcontractors to comply with the standards and regulations listed in this document. A breach of this Code of Conduct may ultimately be reason and cause to terminate the business relationship, including all related supply contracts.

The Code of Conduct is based on national laws and regulations/ordinances such as the Supply Chain Due Diligence Act (LkSG) as well as international standards and conventions such as the United Nations Universal Declaration of Human Rights, the Guidelines on the Rights of the Child and Business Conduct, the United Nations Guiding Principles on Business and Human Rights, the International Labour Standards of the International Labour Organization and other internationally recognised environmental, social and corporate governance standards (ESG standards) as well as the United Nations Global Compact.

2 General Principles, Legal Provisions and Legislation

The supplier is aware of his social responsibility in all its business activities and shall seek to comply with the applicable laws and regulations in all his business activities and decisions, in particular internationally recognised human rights, including the core labour standards of the International Labour Organisation (ILO), anti-corruption, competition, antitrust, environmental and data protection laws.

3 Social Responsibility

3.1 Human Rights

The supplier respects and supports compliance with internationally recognised human rights.

3.2 Ban on Forced Labour

The supplier rejects any form of forced labour and human trafficking.

3.3 Ban on Child Labour

The supplier shall comply with the regulations of the United Nations on children's rights, in particular Convention 138 of the ILO on the minimum age for admission to employment and Convention 182 of the ILO on the prohibition and immediate action for the elimination of the worst forms of child labour. If a national regulation concerning child labour provides for stricter standards, these must be observed as a matter of priority.

3.4 Prohibition of Discrimination

The supplier shall seek to oppose any form of discrimination within the framework of the applicable rights and laws. This refers in particular to discrimination against employees on the basis of gender, race, disability, ethnic or cultural origin, religion or ideology, age or sexual orientation.

3.5 Health Protection

The supplier guarantees occupational health and safety in the workplace within the framework of the respective national regulations and supports continuous further development to improve the working environment.

3.6 Fair Working Conditions

The supplier shall respect the right to freedom of association and the working hours of employees within the framework of the applicable rights and laws.

4 Ecological Responsibility

The supplier is committed to the goal of environmental protection for present and future generations. Laws enacted for the protection of the environment must be observed. The supplier shall use resources sparingly and minimise the impact on the environment.

5 Ethical Business Behaviour and Compliance

5.1 Fair Competition

The supplier respects fair competition and complies with the applicable laws that protect and promote competition, in particular the applicable antitrust laws and other laws regulating competition.

When dealing with competitors, these regulations prohibit, in particular, agreements and other activities that influence prices or conditions, allocate sales territories or customers or hinder free and open competition in an unauthorised manner. Furthermore, these regulations prohibit agreements between customers and suppliers that are intended to restrict customers in their freedom to set their prices and other conditions for resale (price and condition fixing).

5.2 Integrity/Prohibition of Corruption

The supplier shall undertake to apply the highest standards of integrity in all business activities. In dealings with business partners and state institutions, the interests of the company and the private interests of employees must be kept strictly separate. Actions and (purchasing) decisions are to be made free of extraneous considerations and personal interests. The supplier opposes all forms of corruption, in particular the acceptance of advantages, bribery, granting of advantages and bribes, and complies with the relevant national anti-corruption laws.

5.3 Trade Secrets/Data Protection:

The supplier shall seek to observe trade and business secrets. Confidential information may not be passed on to third parties without authorisation or be made accessible in any other way, unless authorisation has been granted or the information is publicly accessible.

The supplier shall comply with the relevant national laws on data protection and information security when collecting, storing, processing, transmitting and passing on personal information.

5.4 Intellectual Property

Intellectual property rights must be respected. Technology and know-how must be transferred in such a way that intellectual property rights and customer information are treated confidentially and protected against unauthorised disclosure, dissemination and use.

6 Realisation of the Requirements

6.1 Binding Nature, Violations and Consequences

With regard to supply chains, the supplier is required to identify risks within these and to act appropriately. In the event of suspected violations and to safeguard supply chains with increased risks, the supplier shall provide prompt and, if necessary, regular information on the violations and risks identified and the measures taken.

Compliance with the standards and regulations set out in this Code may be verified by the MAX Group or its affected subsidiary, e.g. by means of a self-assessment questionnaire and risk-based audits at the supplier's production sites. The supplier agrees that the MAX Group or its subsidiary concerned may carry out such audits once a year or for specific reasons to check compliance with the Code at the supplier's production sites during normal business hours after reasonable advance notice by persons authorised by the supplier. The supplier may object to individual audit measures if these would violate mandatory data protection regulations or business secrets.

If a violation of the provisions of this Code is identified, the MAX Group or its affected subsidiary will notify the supplier immediately in writing and set a reasonable grace period to bring his behaviour into compliance with these provisions. If it is impossible to remedy the situation in the near future, the supplier must notify the MAX Group or its affected subsidiary immediately and, together with the MAX Group or its affected subsidiary, draw up a concept with a timetable for ending or minimising the violation. If the grace period expires without result or the implementation of the measures contained in the plan does not remedy the situation after the expiry of the timetable and no less severe remedy is available, the company may terminate the business relationship and cancel all contracts. The statutory right to extraordinary termination without setting a grace period, in particular in the case of extremely serious breaches, remains unaffected, as does the right to claims for compensation.

6.2 Electronic Reporting System

In the event of questions or concerns about this Code of Conduct, including its application to specific circumstances in connection with the supply of goods and services to the MAX Group or the subsidiary concerned, or to report suspected violations of this Code of Conduct, the supplier, any subcontractors and their employees may use the electronic reporting system of the MAX Group or the subsidiary concerned with certified encryption and the option of anonymisation: [maxautomation - homepage \(integrityline.com\)](https://maxautomation-integrityline.com).