

## Verhaltenskodex für Lieferanten

## Supplier Code of Conduct

### 1. Grundsätze der Nachhaltigkeit

Nachhaltigkeit und Umweltbewusstsein sind Kernelemente der Hengst Werte- und Unternehmenskultur. Diese unternehmerische Grundeinstellung sowie davon abgeleitete Handlungsweisen erwartet Hengst auch von seinen Lieferanten.

Hengst fördert eine nachhaltige Entwicklung der Lieferkette. Die nachfolgenden Grundsätze der Nachhaltigkeit sind daher Anforderungen an unsere Lieferanten („**Lieferant**“). Die Einhaltung dieser Grundsätze ist wesentliche Grundlage der Geschäftsbeziehung mit der Hengst SE und den mit ihr gemäß §§ 15 ff. AktG verbundenen Unternehmen („**Hengst**“ oder „**wir**“ oder „**uns**“).

Dabei beziehen wir uns auf:

- Allgemeine Erklärung der Menschenrechte der Vereinten Nationen (UN) – *Stand 10.12.1948*;
- Die 10 Prinzipien des Global Compact der Vereinten Nationen (UN) – *Stand 25.09.2015*;
- Leitprinzipien für Wirtschaft und Menschenrechte der Vereinten Nationen (UN) – *Stand 16.06.2011*;
- OECD-Leitsätze für multinationale Unternehmen (OECD) – *Stand 08.06.2023*;
- Die 10 Kernarbeitsnormen der Internationalen Arbeitsorganisation (ILO) – *Übereinkommen Nr. 87 (1948), Nr. 98 (1949), Nr. 29 (1930 + Protokoll von 2014), Nr. 105 (1957), Nr. 100 (1951), Nr. 111 (1958), Nr. 138 (1973), Nr. 182 (1999), Nr. 155 (1981), Nr. 187 (2009)*;
- Internationaler Pakt über bürgerliche und politische Rechte (UN) – *Stand 19.12.1966*;
- Internationaler Pakt über wirtschaftliche, soziale und kulturelle Rechte (UN) – *Stand 16.12.1966*.

### 2. Menschenrechte und Arbeitsstandards

Der Lieferant ist verpflichtet,

- keine Diskriminierung aufgrund von Alter, Geschlecht, Hautfarbe, ethnischer oder sozialer Herkunft, Staatsangehörigkeit, nationaler Abstammung, Gesundheitsstatus, Behinderung,

### 1. Sustainable principles

Sustainability and environmental awareness are at the core of Hengst corporate values and culture. This corporate attitude and conduct are also expected from the Suppliers of Hengst.

Hengst promotes sustainable development throughout its supply chain. Therefore, the following sustainable principles are requirements for our Suppliers (“**Supplier**”). Compliance with these principles is the essential basis for a business relationship with Hengst SE and its affiliated companies according to sec. 15 et seq. AktG [German Stock Corporation Act] (“**Hengst**” or “**we**” or “**us**”).

We refer to:

- Universal Declaration of Human Rights of the United Nations (UN) - *Status 10/12/1948*;
- The 10 principles of the United Nations Global Compact (UN) - *Status 25/09/2015*;
- Guiding Principles on Business and Human Rights of the United Nations (UN) – *Status 16/06/2011*;
- OECD Guidelines for Multinational Enterprises (OECD) – *Status 08/06/2023*;
- The 10 core labor Standards of the International Labor Organization (ILO) – *Conventions No. 87 (1948), No. 98 (1949), No. 29 (1930 + protocol of 2014), No. 105 (1957), No. 100 (1951), No. 111 (1958), No. 138 (1973), No. 182 (1999), No. 155 (1981), No. 187 (2009)*;
- International Covenant on Civil and Political Rights (UN) – *Status 19/12/1966*;
- International Covenant on Economic, Social and Cultural Rights (UN) - *Status 16/12/1966*.

### 2. Human rights and labor standards

The Supplier is required,

- to not tolerate any discrimination based on age, gender, skin color, ethnic or social origin, nationality, national origin, health status, disability, sexual orientation, views or political attitudes, and

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- Religion, sexueller Orientierung, Weltanschauung oder politischer Einstellung sowie sonstiger Arten von Diskriminierung nach den Gesetzen der Länder und Standorte, in denen der Lieferant operiert, zu dulden.
- die Chancengleichheit der Beschäftigten zu wahren und diese auf der Grundlage deren Qualifikation und Fähigkeiten auszusuchen und zu fördern.
  - Vielfalt, Gleichberechtigung und Inklusion zu fördern.
  - die international anerkannten Menschenrechte zu achten und zu respektieren und sich für deren Einhaltung einzusetzen.
  - nichts zu tun oder pflichtwidrig zu unterlassen, das unmittelbar geeignet ist, in besonders schwerwiegender Weise eine geschützte Rechtsposition (*ILO Übereinkommen Nr. 29, 87, 98, 100, 105, 111, 138, 182; Internationaler Pakt über bürgerliche und politische Rechte sowie über wirtschaftliche, soziale und kulturelle Rechte vom 19. Dezember 1966; Minamata-Übereinkommen; Stockholm/POPs-Übereinkommen; Basler Übereinkommen*) zu beeinträchtigen und dessen Rechtswidrigkeit bei verständiger Würdigung aller in Betracht kommenden Umstände offensichtlich ist.
  - die Rechte von Minderheiten und indigenen Völkern zu schützen.
  - sich nicht an Landdiebstahl zu beteiligen sowie das Verbot der unrechtmäßigen Räumung von Land, Wäldern und Gewässern beim Erwerb, der Bebauung oder anderweitiger Nutzung von Land, Wäldern und Gewässern, die dem Lebensunterhalt einer Person dienen, zu achten.
  - keine Zwangs- oder Pflichtarbeit sowie alle Formen der Sklaverei oder alle sklavereihähnlichen Praktiken, Leibeigenschaft oder andere Formen der Beherrschung oder Unterdrückung am Arbeitsplatz in irgendeiner Form einzusetzen.
  - Machtmissbrauch durch beauftragte private oder öffentliche Sicherheitskräfte zu verhindern mittels ordnungsgemäßer Auswahl, Unterweisung und Kontrolle.
  - ausdrücklich jedwede körperliche Bestrafung, Bedrohung und Belästigung von Beschäftigten zu verurteilen und zu unterbinden.
  - jedwede Form von Kinderarbeit zu unterbinden und die Regelungen zum Mindestalter für Beschäftigte nach Maßgabe der Standards der Internationalen Arbeitsorganisation (ILO) zu beachten.

any others defined by the laws in countries and locations where the Supplier operates.

- to endeavor to maintain equal opportunities among employees, while promoting them on the merit of qualifications and skills.
- to promote diversity, equal opportunities and inclusion.
- to pay attention to and respect internationally recognized human rights and to commit to compliance with these rights.
- not to do anything or refrain from doing anything in breach of duty that is directly capable of impairing a protected legal position (ILO Conventions No. 29, 87, 98, 100, 105, 111, 138, 182; International Covenant on Civil and Political Rights and on Economic, Social and Cultural Rights of December 19, 1966; Minamata Convention; Stockholm/POPs Convention; Basel Convention) in a particularly serious manner and the unlawfulness of which is obvious on a reasonable assessment of all the circumstances in consideration.
- to protect the rights of minorities and indigenous peoples.
- not to participate in land theft and to observe the ban on the unlawful eviction from land, forests, and waters when acquiring, building on, or otherwise using land, forests, and waters that serve as a person's livelihood.
- not to use forced or compulsory work or any form of slavery or practices similar to slavery, servitude or any other form of domination or oppression in the workplace in any form.
- to prevent abuse of power by contracted private or public security forces through proper selection, training and control.
- to explicitly condemn and prevent any physical punishment, threats or intimidation of employees.
- to explicitly prevent any form of child labor and to respect the regulations for minimum working age in accordance with the labor standards of the International Labor Organization (ILO).

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- sicherzustellen, dass Löhne, Sozialleistungen sowie Arbeitszeiten angemessen sind und mindestens die am Sitz des Lieferanten und am Beschäftigungsstandort bestehenden gesetzlichen Regelungen einzuhalten.
- das Recht jedes Einzelnen auf Vereinigungsfreiheit, Teilnahme an Kollektivverhandlungen sowie Mitgliedschaft zu Gewerkschaften zu respektieren.
- die Beschäftigten vor Gefahren am Arbeitsplatz zu schützen, mindestens die am Sitz des Lieferanten und am Beschäftigungsstandort geltenden nationalen Arbeitsschutzzvorschriften einzuhalten.
- Sicherheits- und Gesundheitsrisiken zu reduzieren durch technische Schutzmaßnahmen, sichere Arbeitsabläufe, vorbeugende Instandhaltungen, geeignete Schutzkleidung, Schulungen, gesundheits-fördernde Maßnahmen sowie Kontrollen.
- Umweltschädigungen zu unterlassen, durch welche die Grundlagen zum Erhalt und zur Produktion von Nahrung beeinträchtigt, Zugang zu Trinkwasser und Sanitäranlagen verwehrt oder Gesundheit geschädigt werden, wie zum Beispiel durch schädliche Bodenveränderung, Gewässer- oder Luftverunreinigung, Lärmemission und/oder übermäßigen Wasserverbrauch.
- keine Schutzrechte Dritter (Patente, Marken, o.ä.) zu verletzen sowie alle national und international geltenden Gesetze zum Schutz geistigen Eigentums einzuhalten.
- sich an keiner Form von Korruption, Vorteilsgewährung und Bestechung zu beteiligen oder diese zu unterstützen,
- sich an keiner Form von Geldwäsche zu beteiligen oder diese zu unterstützen
- Interessenkonflikte zu vermeiden.
- nationale und internationale Regeln des fairen Wettbewerbs einzuhalten, insbesondere geltenden Kartellgesetze und sonstige Gesetze zur Regelung des Wettbewerbs.
- geltende Rechnungslegungsvorschriften einzuhalten und Finanzinformationen in Übereinstimmung mit geltenden nationalen und internationalen Vorschriften offenzulegen.
- to ensure that wages, social benefits as well as working hours are appropriate and at least comply with the relevant statutory regulations in force at the Supplier's registered office and at the place of work.
- to respect the individual's right to freedom of association, participation in collective bargaining, and membership of labor unions.
- to protect employees against risks at the workplace, in particular to comply at least with the national occupational health and safety regulations applicable at the Supplier's registered office and at the place of work.
- to reduce safety and health risks by technological protection measures, safeguarding workflows, preventive maintenance, suitable protective clothing, training, health-enhancing measures, and controls.
- to refrain from environmental degradation that impairs the basis for the preservation and production of food, denies access to drinking water and sanitary facilities, or causes damage to health, for example through harmful soil change, water or air pollution, noise emission and/or excessive water consumption.
- to not violate the industrial property rights of third parties (patents, trademarks, etc.) as well as to comply with all nationally and internationally applicable intellectual property laws.
- not to participate in or support any form of corruption, of granting undue advantages or bribes.
- not to participate in or support any form of money laundering activities.
- to avoid conflicts of interests.
- to comply with national and international rules of fair competition, in particular applicable anti-trust laws and other laws regulating competition.
- to comply with applicable accounting standards and disclose financial information in accordance with applicable national and international regulations.

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### 3. Ausfuhrkontrolle und Wirtschaftssanktionen

Der Lieferant ist verpflichtet,

- Wirtschaftssanktionen sowie Export- und Importgesetze einzuhalten in Bezug auf
  - Ein- und Ausfuhr von Waren; grenzüberschreitender Transfer von Dienstleistungen;
  - grenzüberschreitender Transfer von Hardware, Software und Technologien (einschließlich technischer Daten);
  - grenzüberschreitende Kapitaltransaktionen und Zahlungen.

### 4. Datenschutz

Der Lieferant ist verpflichtet,

- den Schutz und die Vertraulichkeit personenbezogener Daten oder ihm anderweitig überlassener Informationen sehr ernst zu nehmen.
- sich an das geltende Datenschutzrecht, insbesondere an die europäische Datenschutzgrundverordnung (DSGVO) zu halten.
- personenbezogene Daten vertraulich zu erheben und zu verarbeiten und nur, soweit eine konkrete, definierbare geschäftliche Zweckbestimmung besteht und dann im Einklang mit anwendbaren Gesetzen und Bestimmungen.
- die Persönlichkeitsrechte aller Beteiligten zu wahren und personenbezogene Daten vor Missbrauch und / oder unberechtigtem Zugriff zu schützen.

### 5. Umweltschutz

Der Lieferant ist verpflichtet,

#### Compliance und Umwelt-Genehmigungen

- alle nationalen Gesetze und Richtlinien in Bezug auf Umweltschutz einzuhalten sowie wirksame Abläufe zu deren kontinuierlichen Überwachung einzuführen.
- über alle umweltrelevanten Genehmigungen und Registrierungen für die Produktion und den Betrieb zu verfügen und diese aktuell zu halten, sowie Auflagen zum Betrieb und Anforderungen zum Berichtswesen einzuhalten.

### 3. Export control and economic sanctions

The Supplier is required,

- to comply with economic sanctions as well as export and import laws with respect to
  - import and export of goods; cross-border transfer of services;
  - cross-border transfer of hardware, software and technologies (including technical specifications);
  - cross-border capital transactions and payments.

### 4. Privacy and data protection

The Supplier is required,

- to take the protection and confidentiality of personal data and other information shared with him very seriously.
- to comply with all applicable privacy laws, especially the European General Data Protection Regulation (GDPR).
- to collect and process personal data in a confidential manner and only to the degree necessary for fulfilling a concrete and definable business purpose and only in compliance with all applicable laws and provisions.
- to preserve the personal rights of all parties involved and to protect personal data from misuse and / or unauthorized access.

### 5. Environmental Management

The Supplier is required,

#### Compliance and environmental permits

- to comply with all applicable national laws and regulations regarding environmental management as well as introducing effective processes for monitoring changes and updates.
- to have all valid and required environmental permits, approvals and registrations for production and operations obtained, maintained and kept

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### Umgang mit natürlichen Ressourcen

- die natürlichen Ökosysteme zu schützen und nicht zur Veränderung, Abholzung oder Schädigung von natürlichen Wäldern und anderen natürlichen Ökosystemen beizutragen.
- Biodiversität und Bodenqualität zu schützen oder (wo möglich) zu verbessern.
- die Nutzung natürlicher Ressourcen, wie Wasser, fossile Energieträger, Mineralien und Produkte aus Urwäldern zu minimieren, optimieren oder (wo möglich) zu vermeiden. Hierbei sollten Vorgehen und Techniken wie beispielsweise die Änderung der Produktionsprozesse, der Wartungsabläufe und Abläufe des Gebäude-Managements, Material-Substitutionen, Wiederverwendung und Recycling zum Einsatz kommen.
- Umweltverschmutzung und Umweltschäden (in allen Phasen der Produktion und/oder Dienstleistungserbringung) zu vermeiden.

### Pro-aktives Vorgehen im Umweltschutz

- Initiativen und Maßnahmen (unter Betrachtung des Kosten-/Nutzen-Verhältnisses) zur Reduzierung des Einsatzes von Energie, Rohstoffen und Wasser zu ergreifen (pro-aktives Vorgehen zur Ressourcen-Effizienz).
- Initiativen und Maßnahmen (unter Betrachtung des Kosten-/Nutzen-Verhältnisses) zur Minimierung der Emissionen in Luft, Wasser und Boden zu ergreifen (pro-aktives Vorgehen zur Emissions-Minimierung).

### Abfälle und Abfallreduzierung

(insbesondere ungefährliche Feststoff-Abfälle)

- einen effizienten Ablauf einzuführen und zu betreiben, der die Bestimmung, Sortierung, Reduzierung, Entsorgung oder Beförderung/Weiterleitung sowie Recycling von (Feststoff-)Abfall entsprechend den anwendbaren Vorgaben und Gesetzen wirksam sicherstellt.
- bei gelieferten Produkten oder erbrachten Dienstleistungen, Möglichkeiten und Chancen der Abfallvermeidung und Wiederverwendung / Recycling zu berücksichtigen. Dabei ist idealer-

current. The Supplier will also follow the operational and reporting requirements which are part of the permits.

### Management of natural resources

- to protect natural ecosystems and not to contribute to the changing, deforestation, or damage of natural woodland and other natural ecosystems.
- to protect or (where applicable) improve biodiversity and soil quality.
- to minimize, optimize or (where applicable) avoid the use of natural resources, including water, fossile fuels, minerals and virgin forest products. Here, approaches and practices such as, for example, modifying production, maintenance and facility processes, materials- substitution, reuse and recycling, can be applied.
- to prevent pollution and environmental incidents (during every phase of production and/or service delivery).

### Pro-active approach in environmental management

- to develop initiatives and introduce measures (considering the cost-benefit ratio) reducing the use of energy, raw materials and water (pro-active approach to resource efficiency).
- to develop initiatives and introduce measures (considering the cost-benefit ratio) minimizing the emissions to air, water and soil (pro-active approach to emissions minimization).

### Waste and waste reduction

(in particular non-hazardous and solid waste)

- to have an efficient operative process in place of characterizing, sorting, reducing, and disposing, forwarding, or recycling (solid) waste in accordance with the applicable regulations and laws.
- to consider, along the life cycle of the supplied products or services delivered (development, production, use, subsequent end-of-use / disposal), opportunities of reducing waste generated and opportunities of recycling and/or re-use.

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weise eine Lebenszyklus-Betrachtung anzuwenden (Entwicklung, Herstellung, Nutzung, Nutzungsende und/oder Verwertung).

- einschlägige Verbote zur Ausfuhr gefährlicher Abfälle einzuhalten, insbesondere das „*Basler Übereinkommen über die Kontrolle der grenzüberschreitenden Verbringung gefährlicher Abfälle und ihrer Entsorgung vom 22. März 1989*“.

### **Wasser-Management**

- übermäßigen Wasserverbrauch zu verhindern und den Einsatz und die Weiterentwicklung von wassersparenden Technologien und Technologien zur Wiederverwendung von Wasser zu fördern.
- Abwässer zu bestimmen, zu überwachen und zu kontrollieren und, sofern zutreffend, gemäß Vorgaben vor der Einleitung oder Entsorgung zu behandeln.
- Das Wasser-Management sollte die Dokumentation, Bestimmung und Überwachung von Wasserquellen (Herkunft), Wassernutzung und Wasserabfluss und –einleitung beinhalten.
- Der Lieferant wird zudem aufgefordert, Maßnahmen zu entwickeln, die die nachhaltige Nutzung von Wasser in die operativen Planungsabläufe einbeziehen (Wasser-Management). Dies sollte u.a. auch die Betrachtung der operativen Auswirkungen möglichen Wassermangels / Wasserknappheit beinhalten (Lebenszyklusbetrachtung).

### **Emissionen in die Umgebungsluft und Luftreinhaltung**

- einen effizienten Ablauf einzuführen und zu betreiben, der eine regelmäßige Bestimmung und Überwachung der Emissionen in die Umgebungsluft von organischen Chemikalien, Aerosolen, ätzenden Stoffen, Partikeln (Feinstäuben etc.), ozonschichtschädigenden Chemikalien und Verbrennungs-Nebenprodukten durch die Betriebsabläufe und Produktion, wirksam sicherstellt. Es sind Maßnahmen zu ergreifen, diese Emissionen auf ein Minimum zu reduzieren. Das Mindestziel ist hier die Einhaltung der jeweiligen nationalen rechtlichen Vorgaben.

- comply with relevant prohibitions on the export of hazardous waste, in particular the "*Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of March 22, 1989*".

### **Water Management**

- to prevent excessive water consumption and to support the implementation and continued development of technologies for conserving and/or re-using of water.
- to characterize, monitor and control wastewater and, if applicable, to treat as required before discharge or disposal.
- The water management initiatives shall also comprise documenting, characterizing, and monitoring water sources, use and discharge.
- The Supplier is also requested to strive for initiatives of water management and sustainable use of water in operational planning, i.e. by taking water stress assessments in operations (throughout the life cycle) into consideration.

### **Air emissions and clean air**

- to have an efficient operative process in place, conducting periodic characterization and monitoring of air emissions of organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations. Measures need to be taken to minimize these emissions. The minimum goal is the compliance with national legal requirements.

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## Energie-Management und Treibhausgas-Emissionen

- den Energieverbrauch und die relevanten Scope 1 (direkte CO<sub>2</sub> Emissionen) und Scope 2 (indirekte CO<sub>2</sub> Emissionen) als CO<sub>2</sub> Äquivalente zu überwachen und zu reduzieren sowie die wirtschaftliche Beschaffung, Einsatz und die Weiterentwicklung energieeffizienter Technologien zu fördern.
- die Umstellung auf erneuerbare Energiequellen anzustreben.
- Klimaneutralität in Scope 1 und Scope 2 anzustreben.

## 6. Stoffverbote und Chemikalien-Management

Der Lieferant ist verpflichtet,

- die Vorgaben aus den folgenden Konventionen zu befolgen:
  - die Minamata Konvention (Verwendung von Quecksilber),
  - die Stockholmer Konvention (persistente organische Schadstoffe).
- die Anforderungen der „*Hengst Umweltnorm*“ (*Hengst Betriebsnorm, BN 13.09*) einzuhalten. Dieses Dokument kann im Bereich „Lieferanten“ auf [www.hengst.com](http://www.hengst.com) heruntergeladen werden: <https://www.hengst.com/de/unternehmen/lieferanten>.
- In der Hengst Umweltnorm (BN 13.09) sind Stoffe/Stoffklassen zusammengestellt, die zum Schutz der Menschen und der Umwelt entweder nicht oder nur dann in Werkstoffen oder Bauteilen enthalten sein dürfen, wenn unter ökologischen und ökonomischen Gesichtspunkten gleichwertige unkritische Stoffe nachweislich nicht zur Verfügung stehen. Die Entscheidung über den Einsatz erfolgt nach Beurteilung der potentiellen Risiken unter Berücksichtigung der spezifischen Anwendung.

Für Produkte und Dienstleistungen (Dienstleistungs-Abläufe), die an Hengst geliefert oder für Hengst erbracht werden, verpflichtet sich der Lieferant,

- deklarationspflichtige Stoffe zu benennen (BN 13.09, Absatz 10), sowie

## Energy management and greenhouse gas emissions

- to monitor and minimize energy consumption and relevant Scope 1 (direct CO<sub>2</sub> emissions) and Scope 2 (indirect CO<sub>2</sub> emissions) CO<sub>2</sub> equivalents to support cost-effective purchasing, implementation and continued development of energy efficient technologies.
- to strive for the conversion to renewable energy sources.
- to strive for climate neutrality in scope 1 and scope 2.

## 6. Prohibited substances and chemical management

The Supplier is required,

- to comply with the requirements laid down in the following conventions:
  - the Minamata Convention on Mercury,
  - the Stockholm Convention on Persistent Organic Pollutants.
- to comply with the requirements of the „*Hengst Environmental Standard*“ (*Hengst Technical Standard, BN 13.09*). This document is available for download at [www.hengst.com](http://www.hengst.com), section „suppliers“: <https://www.hengst.com/en/company/suppliers>.
- In this environmental standard (BN 13.09), substances / substance classes are compiled, which, for the protection of people and the environment, must not be contained in materials or components, or may only be contained in materials or components if substances which are comparable and uncritical from an environmental and economic point of view, are verifiably not available. The decision to use them is only taken after an assessment of the potential risks with regard to the specific application.

For products and services (service processes performed) which are supplied or provided to Hengst, the Supplier undertakes,

- to identify / characterize substances which require a registration (BN 13.09, section 10), and

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- verbotene Stoffe nicht einzusetzen (BN 13.09, Absatz 10).
- not to utilize / use prohibited substances (BN 13.09, section 10).

### Chemikalien-Management

Der Lieferant ist verpflichtet, effiziente Abläufe einzuführen und zu betreiben,

- die Chemikalien und andere Stoffe, die bei Freisetzung in die Umwelt eine Gefahr darstellen können, wirksam identifizieren. Die Verwendung dieser identifizierten Chemikalien und anderer Stoffe ist auf ein Mindestmaß zu reduzieren. Die Verwendung von Ersatzstoffen (mit einem geringeren Gefährdungspotential) ist zu prüfen.
- die ein Gefahrenstoffmanagement sicherstellen, so dass Gefahrstoffe durch geeignete Vorgehensweisen sicher gehandhabt, transportiert, gelagert, wiederaufbereitet oder wiederverwendet und entsorgt werden können.

## 7. Konflikt-Mineralien

### Definition

Konfliktmineralien sind Tantal, Zinn, Gold und Wolfram, die aus der Demokratischen Republik Kongo und angrenzenden Gebieten gefördert werden.

### Conflict Minerals Reporting (CMRT)

Der Lieferant ist verpflichtet,

- jeden Einsatz und jeden entdeckten Einsatz sowie Hinweise auf einen möglichen Einsatz von Konflikt-Mineralien in an Hengst gelieferten Bauteilen, Komponenten, Materialien oder Produkten gegenüber Hengst unverzüglich anzudecken (BN 13.09, Absatz 10.11). Das Reporting an Hengst sollte unter Verwendung der aktuell gültigen Vorlage CMRT\* (der Responsible Minerals Initiative) erfolgen.

\* CMRT = Conflict Minerals Reporting Template  
[\(http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/\)](http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/)

## 8. Umsetzung

### Chemical Management

The Supplier is required to have efficient operative processes in place,

- which identify chemicals and other substances, which are potentially harmful substances if released into the environment. The application of these chemicals and other substances identified, shall be minimized. The application of substitutes (with lower hazard potential) shall be considered
- which serve as a management system for hazardous materials enabling safe handling, transport, storage recycling, reuse, and disposal of such materials.

## 7. Conflict Minerals

### Definition

Conflict minerals are tantalum, tin, gold and tungsten, which are mined from the Democratic Republic of Congo and neighboring areas.

### Conflict Minerals Reporting (CMRT)

The Supplier is required,

- to immediately report every application and every discovered application and the evidence of a possible use of conflict minerals in parts, components, materials or products delivered to Hengst (BN 13.09, section 10.11). The reporting to Hengst shall be made by using the most recent CMRT\* template by the Responsible Minerals Initiative.

\* CMRT = Conflict Minerals Reporting Template  
[\(http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/\)](http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/)

## 8. Implementation

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Die gesamte Nachhaltigkeitsleistung ist nur durch gemeinsame und kontinuierliche Lieferantenentwicklung sowie ein konsequentes Lieferanten- und Sublieferantenmanagement zu verbessern.

Der Lieferant ist verpflichtet,

- die in diesem Verhaltenskodex für Lieferanten dargestellten Anforderungen einzuhalten, bestehende Risiken zu identifizieren und angemessene Maßnahmen zur Beseitigung solcher Risiken zu ergreifen.

Außerdem erwarten wir von unserem Lieferanten,

- dass er die in diesem Verhaltenskodex für Lieferanten dargestellten Anforderungen entlang seiner Lieferkette angemessen adressiert und an Risikoanalysen sowie Präventionsmaßnahmen seiner Zulieferer mitwirkt.

Wir werden Schulungen und Weiterbildungen zur Einhaltung und Umsetzung unserer Erwartungen aus diesem Verhaltenskodex für Lieferanten durchführen und wünschen uns einen konstruktiven Austausch mit unseren Lieferanten.

Wir behalten uns vor die Einhaltung dieses Verhaltenskodex für Lieferanten regelmäßig zu überprüfen, indem wir den Lieferanten zur Selbstbewertung seiner Lieferanten-Nachhaltigkeit auffordern, Lieferanten-Audits durchführen und weitere angemessene Kontrollmaßnahmen ergreifen, und der Lieferant ist nach besten Kräften zur Mitwirkung verpflichtet.

Etwaige (potenzielle) Verstöße gegen die in diesem Verhaltenskodex für Lieferanten dargestellten Anforderungen können über den Meldekanal auf unserer Unternehmenswebsite (<https://www.hengst.com/de/unternehmen/Compliance>) gemeldet werden, der allen Beschäftigten und Dritten offensteht. Der Meldekanal ist frei zugänglich, in verschiedenen Sprachen nutzbar und ermöglicht auf Wunsch eine anonyme Meldung. Wir haben eine Verfahrensordnung veröffentlicht, die den Prozess zur Einreichung und Bearbeitung von Meldungen bei Hengst beschreibt.

Wir erwarten von unserem Lieferanten,

Total sustainability performance will be improved only by a common and continuous Supplier development as well as a consistent Supplier- and sub-supplier management

The Supplier is required,

- to comply with the requirements outlined in this Supplier Code of Conduct and to adequately address them along its supply chain, to identify risks and to take adequate measures to eliminate such risks.

We also expect from our Supplier,

- to appropriately address the requirements set out in this Supplier Code of Conduct along its supply chain and to participate in risk analyses and preventive measures by its Suppliers.

We will provide trainings on compliance with and implementation of our expectations from this Supplier Code of Conduct and look forward to a constructive exchange with our Suppliers.

We reserve the right to regularly verify compliance with this Supplier Code of Conduct by requesting the Supplier to carry out a self-assessment of its Supplier sustainability, by conducting Supplier audits and by taking other appropriate control measures and the Supplier is required to cooperate to the best of its ability.

Any (potential) breaches of the requirements set out in this policy can be reported via the reporting channel on our company website (<https://www.hengst.com/en/company/compliance>), which is available to all employees and third parties. The reporting channel is freely accessible, can be used in various languages and allows anonymous reporting if desired. We have published a guideline that describes the process for submitting and processing reports at Hengst.

We expect from our Supplier,

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- dass auch er eine Beschwerdemöglichkeit in seiner eigenen Lieferkette einrichtet und den Schutz des Hinweisgebenden sicherstellt.
- dass er uns bei der Aufklärung von (potenziellen) Verstößen gegen diesen Verhaltenskodex für Lieferanten unterstützt.
- dass er bei der Einleitung von Abhilfemaßnahmen in einem angemessenen Zeitrahmen kooperiert.

In Abhängigkeit von der Schwere der Verletzung behalten wir uns angemessene Reaktionsmöglichkeiten von der Aufforderung zur unverzüglichen Beseitigung der Verletzung über die Erarbeitung eines gemeinsamen zeitlich terminierten Konzeptes zur Minimierung oder Beendigung der Verletzung bis hin zur Kündigung der Geschäftsbeziehung als Ultima Ratio vor.

- to also set up a complaint's procedure in its own supply chain and to ensure the protection of the whistleblower.
- to support us in investigating (potential) violations of this Supplier Code of Conduct.
- to cooperate in initiating remedial measures within a reasonable timeframe.

Depending on the severity of the violation, we reserve the right to take appropriate action, from requesting the immediate elimination of the violation to developing a joint, time-bound concept for minimizing or ending the violation to terminating the business relationship as a last resort.

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**Bestätigung Verhaltenskodex für Lieferanten****Confirmation Supplier Code of Conduct**

Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.  
Please send the completed and signed document by email to your purchasing contact at Hengst.

DUNS Nummer / DUNS number:	
Firmenname / company name:	
Adresse / address:	

Hiermit bestätigen wir den Empfang und die Einhaltung des **Verhaltenskodex für Lieferanten** von Hengst.  
*We hereby confirm the receipt of and adherence to the **Supplier Code of Conduct** of Hengst.*

Ort, Datum / Location, date:

\_\_\_\_\_

Name in Druckbuchstaben /

Name in block letters:

\_\_\_\_\_

Unterschrift /signature: \*

\_\_\_\_\_

\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

*This confirmation must be signed by duly authorized representatives of the supplier.*

## Erklärung zum Verhaltenskodex für Lieferanten

### Gleichwertigkeit der Verhaltenskodizes

#### Declaration to the Supplier Code of Conduct

##### Equivalence of code of conducts

Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.

Please send the completed and signed document by email to your purchasing contact at Hengst.

DUNS Nummer / DUNS number:	
Firmenname / company name:	
Adresse / address:	

Die Hengst SE und ihre verbundenen Unternehmen gemäß § 15 AktG („Hengst Gruppe“) erwarten von ihren Lieferanten, dass sie die im **Verhaltenskodex für Lieferanten** der Hengst-Gruppe („Hengst-Kodex“) niedergelegten sozialen, ethischen und ökologischen Grundsätze einhalten.

Der Hengst-Kodex steht zum Download bereit unter:

<https://www.hengst.com/de/unternehmen/Compliance>

**Der Lieferant hat eigene Richtlinien/Kodizes zu sozialen, ethischen und ökologischen Grundsätzen in seinem Geschäftsbereich etabliert, weshalb er die Einhaltung des Hengst-Kodex nicht bestätigen möchte.**

Der Lieferant erklärt daher,

- dass er eigene Richtlinien/Kodizes in seinen Geschäftsbereichen und in seiner Lieferkette etabliert hat, deren Inhalte im Wesentlichen mit den Inhalten des Hengst-Kodex übereinstimmen oder mit diesen vergleichbar sind, und
- dass er seine Geschäftstätigkeiten an diesen eigenen Richtlinien/Kodizes ausrichtet.

Die Hengst Gruppe behält sich für den Fall eines Verstoßes gegen die vorstehenden Erklärungen angemessene Reaktionsmöglichkeiten von der Aufforderung zur unverzüglichen Beseitigung des Verstoßes über die Erarbeitung eines gemeinsamen zeitlich terminierten Konzeptes zur

Hengst SE and its affiliated companies according to § 15 AktG (German Stock Cooperation Act) (“Hengst Group”) expect their suppliers to comply with the social, ethical, and environmental principles set out in the **Supplier Code of Conduct** of the Hengst-Group (“Hengst-Code”).

The Hengst-Code is available for download at:

<https://www.hengst.com/en/company/compliance>

**The supplier established its own guidelines/codes on social, ethical, and ecological principles in its business area, and therefore does not wish to confirm compliance with the Hengst-Code.**

**The supplier therefore declares,**

- that it established own guidelines/codices in its business areas and in its supply chain the contents of which are essentially the same as or comparable with the contents of the Hengst-Code, and
- that it aligns its business activities with these own guidelines/codices.

In the event of a breach of the above statements and declarations, the Hengst Group shall have the right to take appropriate action, from requesting the immediate elimination of the breach to developing a joint time-bound concept for minimizing or ending the breach to terminating the business relationship as a last resort.

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Minimierung oder Beendigung des Verstoßes bis hin zur Kündigung der Geschäftsbeziehung als Ultima Ratio vor.

**Hiermit bestätigen wir die Richtigkeit unserer vorstehenden Erklärungen.**

**We hereby confirm the correctness of our above declarations.**

Ort, Datum / *Location, date:* \_\_\_\_\_

Name in Druckbuchstaben /

*Name in block letters:* \_\_\_\_\_

Unterschrift /*signature:* \* \_\_\_\_\_

\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

*This confirmation shall be signed by duly authorized representatives of the supplier.*

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## Erklärung zum Verhaltenskodex für Lieferanten

### Einhaltung der Mindestanforderungen

### *Declaration to the Supplier Code of Conduct*

#### *Compliance with minimum requirements*

**Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.**

*Please send the completed and signed document by email to your purchasing contact at Hengst.*

DUNS Nummer / DUNS number:	
Firmenname / company name:	
Adresse / address:	

Die Hengst SE und ihre verbundenen Unternehmen gemäß § 15 AktG („Hengst Gruppe“) erwarten von ihren Lieferanten, dass sie die im **Verhaltenskodex für Lieferanten** der Hengst-Gruppe („Hengst-Kodex“) niedergelegten sozialen, ethischen und ökologischen Grundsätze einhalten

Der Hengst-Kodex steht zum Download bereit unter:  
<https://www.hengst.com/de/unternehmen/Compliance>

Der Lieferant möchte weder die Einhaltung des Hengst-Kodex bestätigen, noch verfügt er über eigene Richtlinien/Kodizes, deren Inhalte im Wesentlichen mit den Inhalten der Hengst Kodizes übereinstimmen oder mit diesen vergleichbar sind.

Der Lieferant erklärt daher,

- dass er die unten aufgelisteten sozialen, ethischen und ökologischen Mindestanforderungen („Mindestanforderung Hengst-Kodex“) einhält und in seiner Lieferkette weitergibt, und
- dass er seine Geschäftstätigkeiten vollständig an diesen Mindestanforderungen ausrichtet.

Hengst SE and its affiliated companies according to § 15 AktG (German Stock Cooperation Act) (“Hengst Group”) expect their suppliers to comply with the social, ethical, and environmental principles set out in the **Supplier Code of Conduct** of the Hengst-Group (“Hengst-Code”).

The Hengst-Code is available for download at:  
<https://www.hengst.com/en/company/compliance>

The Supplier does not wish to confirm compliance with the Hengst-Code, nor does it have own guidelines/codes the contents of which are essentially the same as or comparable with the contents of the Hengst-Code.

The supplier therefore declares,

- that it complies with the social, ethical, and environmental minimum requirements listed below (“Minimum Requirements Hengst-Code”), and passes them on in its supply chain, and
- fully aligns its business activities with these minimum requirements.

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### **Mindestanforderungen Hengst-Kodex:**

**Der Lieferant verpflichtet sich,**

- a) alle Formen von Kinderarbeit zu unterbinden und die lokalen gesetzlichen Regelungen zum Mindestalter von Beschäftigten nach Maßgabe der staatlichen Vorgaben zu achten.
- b) keine Zwangs- oder Pflichtarbeit sowie alle Formen der Sklaverei oder alle Sklaverei ähnlichen Praktiken, Leibeigenschaft oder andere Formen der Beherrschung oder Unterdrückung am Arbeitsplatz in irgendeiner Form einzusetzen.
- c) keine Diskriminierung aufgrund von Alter, Geschlecht, Hautfarbe, ethnischer oder sozialer Herkunft, Staatsangehörigkeit, nationaler Abstammung, Gesundheitsstatus, Behinderung, Religion, sexueller Orientierung, Weltanschauung oder politischer Einstellung sowie sonstiger Arten von Diskriminierung zu dulden.
- d) die Rechte von Minderheiten und indigenen Völkern zu schützen.
- e) sich an keiner Form von Korruption, Vorteilsgewährung und Bestechung zu beteiligen oder diese zu unterstützen.
- f) sich an keiner Form von Geldwäsche zu beteiligen oder diese zu unterstützen.
- g) Export- und Importgesetze einzuhalten.
- h) die Beschäftigten vor Gefahren am Arbeitsplatz zu schützen und mindestens die lokalen, am Beschäftigungsstandort geltenden nationalen Arbeitsschutzvorschriften einzuhalten.
- i) in Bezug auf Löhne, Sozialleistungen sowie Arbeitszeiten mindestens die lokalen, am Beschäftigungsstandort bestehenden gesetzlichen Regelungen einzuhalten.

Die Hengst Gruppe behält sich für den Fall eines Verstoßes gegen die vorstehenden Erklärungen angemessene Reaktionsmöglichkeiten von der Aufforderung zur unverzüglichen Beseitigung des Verstoßes über die Erarbeitung eines gemeinsamen zeitlich terminierten Konzeptes zur Minimierung oder Beendigung des Verstoßes bis hin zur Kündigung der Geschäftsbeziehung als Ultima Ratio vor.

### **Minimum Requirements Hengst-Code:**

**The supplier undertakes,**

- a) to prohibit all forms of child labor and to respect local legal regulations on the minimum working age in accordance with government requirements.
- b) not to use forced or compulsory work or any form of slavery or practices similar to slavery, servitude or other forms of domination or oppression in the workplace in any form.
- c) not to tolerate discrimination based on age, gender, skin color, ethnic or social origin, nationality, national origin, health status, disability, religion, sexual orientation, views or political attitudes or any other form of discrimination.
- d) to protect the rights of minorities and indigenous peoples.
- e) not to participate in or support any form of corruption, granting of advantages or bribery.
- f) not to participate in or support any form of money laundering.
- g) to comply with export and import laws.
- h) to protect employees against risks in the workplace and to comply with at least the local national health and safety regulations applicable at the place of employment.
- i) to comply with at least the local legal regulations applicable at the place of employment with regard to wages, social benefits and working hours.

In the event of a breach of the above statements and declarations, the Hengst Group shall have the right to take appropriate action, from requesting the immediate elimination of the breach to developing a joint time-bound concept for minimizing or ending the breach to terminating the business relationship as a last resort.

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**Hiermit bestätigen wir die Richtigkeit unserer vorstehenden Erklärungen.**

**We hereby confirm the correctness of our above declarations.**

Ort, Datum / *Location, date:*

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Name in Druckbuchstaben /

*Name in block letters:*

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Unterschrift /*signature:* \*

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\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

*This confirmation shall be signed by duly authorized representatives of the supplier.*

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## Código de Conduta de Fornecedores

## Supplier Code of Conduct

### 1. Princípios de sustentabilidade

Sustentabilidade e consciência ambiental são elementos centrais dos valores e da cultura corporativa da Hengst. A Hengst também espera essa atitude empresarial básica e o comportamento derivado dela de seus fornecedores.

A Hengst promove o desenvolvimento sustentável da cadeia de fornecimento. Os seguintes princípios de sustentabilidade são, portanto, requisitos para nossos fornecedores ("Fornecedor"). O cumprimento desses princípios é uma base essencial da relação comercial com a Hengst SE e suas empresas afiliadas, de acordo com os §§ 15 e seguintes do AktG ("Hengst" ou "nós" ou "nosso"). AktG ("Hengst" ou "nós" ou "nos").

Aqui nos referimos a:

- Declaração Universal dos Direitos Humanos da Organização das Nações Unidas (ONU) - *em 10 de dezembro de 1948*;
- Os 10 princípios do Pacto Global da Organização das Nações Unidas (ONU) - *em 25/09/2015*;
- Princípios orientadores sobre negócios e direitos humanos da Organização das Nações Unidas (ONU) - *em 16 de junho de 2011*;
- Diretrizes da OECD para Empresas Multinacionais (OECD) - *em 06/08/2023*;
- As 10 normas trabalhistas fundamentais da Organização Internacional do Trabalho (OIT) - *Convenções No. 87 (1948), No. 98 (1949), No. 29 (1930 + Protocolo de 2014), No. 105 (1957), No. 100 (1951), No. 111 (1958), No. 138 (1973), No. 182 (1999), No. 155 (1981), No. 187 (2009);*
- Pacto Internacional sobre Direitos Civis e Políticos (ONU) - *em 19 de dezembro de 1966*;
- Pacto Internacional sobre Direitos Econômicos, Sociais e Culturais (ONU) - *a partir de 16 de dezembro de 1966*.

### 1. Sustainable principles

Sustainability and environmental awareness are at the core of Hengst corporate values and culture. This corporate attitude and conduct are also expected from the Suppliers of Hengst.

Hengst promotes sustainable development throughout its supply chain. Therefore, the following sustainable principles are requirements for our Suppliers ("Supplier"). Compliance with these principles is the essential basis for a business relationship with Hengst SE and its affiliated companies according to sec. 15 et seq. AktG [German Stock Corporation Act] ("Hengst" or "we" or "us").

We refer to:

- Universal Declaration of Human Rights of the United Nations (UN) - *Status 10/12/1948*;
- The 10 principles of the United Nations Global Compact (UN) - *Status 25/09/2015*;
- Guiding Principles on Business and Human Rights of the United Nations (UN) – *Status 16/06/2011*;
- OECD Guidelines for Multinational Enterprises (OECD) – *Status 08/06/2023*;
- The 10 core labor Standards of the International Labor Organization (ILO) – *Conventions No. 87 (1948), No. 98 (1949), No. 29 (1930 + protocol of 2014), No. 105 (1957), No. 100 (1951), No. 111 (1958), No. 138 (1973), No. 182 (1999), No. 155 (1981), No. 187 (2009)*;
- International Covenant on Civil and Political Rights (UN) – *Status 19/12/1966*;
- International Covenant on Economic, Social and Cultural Rights (UN) - *Status 16/12/1966*.

## 2. Direitos humanos e padrões trabalhistas

O fornecedor é obrigado,

- não tolerar discriminação com base em idade, gênero, cor da pele, origem étnica ou social, nacionalidade, descendência nacional, estado de saúde, deficiência, religião, orientação sexual, ideologia, visões políticas ou qualquer outro tipo de discriminação de acordo com as leis dos países e regiões em que o fornecedor opera.
- garantir oportunidades iguais para os funcionários, selecioná-los e promovê-los com base em suas qualificações e habilidades.
- diversidade, igualdade e inclusão.
- respeitar e defender os direitos humanos reconhecidos internacionalmente e defender sua observância.
- não fazer ou abster-se de fazer algo que viole o dever e que tenha probabilidade direta de prejudicar uma posição jurídica protegida de maneira particularmente grave (*Convenções da OIT nº 29, 87, 98, 100, 105, 111, 138, 182; Pacto Internacional sobre Direitos Civis e Políticos e sobre Direitos Econômicos, Sociais e Culturais de 19 de dezembro de 1966; Convenção de Minamata; Convenção de Estocolmo/POPs; Convenção da Basileia*) e cuja ilegalidade seja óbvia em uma avaliação razoável de todas as circunstâncias em questão.
- proteger os direitos das minorias e dos povos indígenas.
- não se envolver em roubo de terras e respeitar a proibição do desmatamento ilegal de terras, florestas e águas ao adquirir, desenvolver ou utilizar de outra forma terras, florestas e águas que sirvam à subsistência de uma pessoa.
- não utilizar trabalho forçado ou compulsório ou qualquer forma de escravidão ou práticas similares à escravidão, servidão ou qualquer outra forma de dominação ou opressão no local de trabalho, sob qualquer forma.
- Impedir o abuso de poder por parte de forças de segurança públicas ou privadas contratadas por meio de seleção, treinamento e controle adequados.
- ordenar e impedir expressamente qualquer punição física, ameaças e assédio aos funcionários.

## 2. Human rights and labor standards

The Supplier is required,

- to not tolerate any discrimination based on age, gender, skin color, ethnic or social origin, nationality, national origin, health status, disability, sexual orientation, views or political attitudes, and any others defined by the laws in countries and locations where the Supplier operates.
- to endeavor to maintain equal opportunities among employees, while promoting them on the merit of qualifications and skills.
- to promote diversity, equal opportunities and inclusion.
- to pay attention to and respect internationally recognized human rights and to commit to compliance with these rights.
- not to do anything or refrain from doing anything in breach of duty that is directly capable of impairing a protected legal position (ILO Conventions No. 29, 87, 98, 100, 105, 111, 138, 182; International Covenant on Civil and Political Rights and on Economic, Social and Cultural Rights of December 19, 1966; Minamata Convention; Stockholm/POPs Convention; Basel Convention) in a particularly serious manner and the unlawfulness of which is obvious on a reasonable assessment of all the circumstances in consideration.
- to protect the rights of minorities and indigenous peoples.
- not to participate in land theft and to observe the ban on the unlawful eviction from land, forests, and waters when acquiring, building on, or otherwise using land, forests, and waters that serve as a person's livelihood.
- not to use forced or compulsory work or any form of slavery or practices similar to slavery, servitude or any other form of domination or oppression in the workplace in any form.
- to prevent abuse of power by contracted private or public security forces through proper selection, training and control.
- to explicitly condemn and prevent any physical punishment, threats or intimidation of employees.

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- evitar qualquer forma de trabalho infantil e observar os regulamentos sobre a idade mínima dos funcionários de acordo com os padrões da Organização Internacional do Trabalho (OIT).
- garantir que os salários, os benefícios sociais e as horas de trabalho sejam adequados e, no mínimo, estejam em conformidade com as normas legais em vigor na sede registrada e no local de trabalho do fornecedor.
- respeitar o direito de cada indivíduo à liberdade de associação, participação em negociações coletivas e filiação a sindicatos.
- para proteger os funcionários de riscos no local de trabalho, para cumprir, no mínimo, as normas nacionais de saúde e segurança aplicáveis na sede do fornecedor e no local de trabalho.
- Reduzir os riscos à segurança e à saúde por meio de medidas técnicas de proteção, processos de trabalho seguros, manutenção preventiva, roupas de proteção adequadas, treinamento, medidas de promoção da saúde e inspeções.
- abster-se de danos ambientais que prejudiquem a base para a preservação e a produção de alimentos, neguem o acesso à água potável e a instalações sanitárias ou prejudiquem a saúde, como, por exemplo, alterações nocivas no solo, poluição da água ou do ar, emissões de ruído e/ou consumo excessivo de água.
- não infringir nenhum direito de propriedade de terceiros (patentes, marcas registradas, etc.) e cumprir todas as leis nacionais e internacionais aplicáveis à proteção da propriedade intelectual.
- não participar ou apoiar qualquer forma de corrupção, concessão de vantagens ou suborno.
- não participar ou apoiar qualquer forma de lavagem de dinheiro.
- evitar conflitos de interesse.
- cumprir as regras nacionais e internacionais de concorrência leal, em especial as leis antitruste aplicáveis e outras leis que regulam a concorrência.
- A empresa deve cumprir os padrões contábeis aplicáveis e divulgar informações financeiras de acordo com as regulamentações nacionais e internacionais aplicáveis.
- to explicitly prevent any form of child labor and to respect the regulations for minimum working age in accordance with the labor standards of the International Labor Organization (ILO).
- to ensure that wages, social benefits as well as working hours are appropriate and at least comply with the relevant statutory regulations in force at the Supplier's registered office and at the place of work.
- to respect the individual's right to freedom of association, participation in collective bargaining, and membership of labor unions.
- to protect employees against risks at the workplace, in particular to comply at least with the national occupational health and safety regulations applicable at the Supplier's registered office and at the place of work.
- to reduce safety and health risks by technological protection measures, safeguarding workflows, preventive maintenance, suitable protective clothing, training, health-enhancing measures, and controls.
- to refrain from environmental degradation that impairs the basis for the preservation and production of food, denies access to drinking water and sanitary facilities, or causes damage to health, for example through harmful soil change, water or air pollution, noise emission and/or excessive water consumption.
- to not violate the industrial property rights of third parties (patents, trademarks, etc.) as well as to comply with all nationally and internationally applicable intellectual property laws.
- not to participate in or support any form of corruption, of granting undue advantages or bribes.
- not to participate in or support any form of money laundering activities.
- to avoid conflicts of interests.
- to comply with national and international rules of fair competition, in particular applicable antitrust laws and other laws regulating competition.
- to comply with applicable accounting standards and disclose financial information in accordance with applicable national and international regulations

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### 3. Controle de exportação e sanções econômicas

O fornecedor é obrigado,

- cumprir as sanções econômicas e as leis de exportação e importação em relação a
  - Importação e exportação de mercadorias; transferência internacional de serviços;
  - Transferência transfronteiriça de hardware, software e tecnologias (incluindo dados técnicos);
  - transações de capital e pagamentos internacionais.

### 4. Proteção de dados

O fornecedor é obrigado,

- levar muito a sério a proteção e a confidencialidade dos dados pessoais ou das informações fornecidas a ela de outra forma.
- para cumprir a lei de proteção de dados aplicável, em particular o Regulamento Geral sobre a Proteção de Dados (GDPR) europeu.
- coletar e processar dados pessoais de forma confidencial e somente na medida em que houver uma finalidade comercial específica e definível e, em seguida, de acordo com as leis e regulamentos aplicáveis.
- para proteger os direitos pessoais de todas as partes envolvidas e para proteger os dados pessoais contra uso indevido e/ou acesso não autorizado.

### 5. Proteção ambiental

O fornecedor é obrigado,

#### Conformidade e autorizações ambientais

- cumprir todas as leis e diretrizes nacionais relacionadas à proteção ambiental e introduzir processos eficazes para seu monitoramento contínuo.
- ter todas as licenças e registros ambientalmente relevantes para produção e operação e mantê-los atualizados, bem como cumprir os requisitos operacionais e de relatórios.

### 3. Export control and economic sanctions

The Supplier is required,

- to comply with economic sanctions as well as export and import laws with respect to
  - import and export of goods; cross-border transfer of services;
  - cross-border transfer of hardware, software and technologies (including technical specifications);
  - cross-border capital transactions and payments.

### 4. Privacy and data protection

The Supplier is required,

- to take the protection and confidentiality of personal data and other information shared with him very seriously.
- to comply with all applicable privacy laws, especially the European General Data Protection Regulation (GDPR).
- to collect and process personal data in a confidential manner and only to the degree necessary for fulfilling a concrete and definable business purpose and only in compliance with all applicable laws and provisions.
- to preserve the personal rights of all parties involved and to protect personal data from misuse and / or unauthorized access.

### 5. Environmental Management

The Supplier is required,

#### Compliance and environmental permits

- to comply with all applicable national laws and regulations regarding environmental management as well as introducing effective processes for monitoring changes and updates.
- to have all valid and required environmental permits, approvals and registrations for production and operations obtained, maintained and kept current. The Supplier will also follow the

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### Lidando com recursos naturais

- proteger os ecossistemas naturais e não contribuir para a alteração, o desmatamento ou a degradação de florestas naturais e outros ecossistemas naturais.
- proteger ou (quando possível) melhorar a biodiversidade e a qualidade do solo.
- minimizar, otimizar ou (quando possível) evitar o uso de recursos naturais, como água, combustíveis fósseis, minerais e produtos de florestas virgens. Isso deve envolver procedimentos e técnicas como a alteração de processos de produção, procedimentos de manutenção e procedimentos de gerenciamento de edifícios, substituição de materiais, reutilização e reciclagem.
- Prevenir a poluição e os danos ambientais (em todos os estágios de produção e/ou prestação de serviços).

### Abordagem proativa para a proteção ambiental

- Tomar iniciativas e medidas (levando em conta a relação custo/benefício) para reduzir o uso de energia, matérias-primas e água (abordagem proativa para eficiência de recursos).
- tomar iniciativas e medidas (levando em conta a relação custo/benefício) para minimizar as emissões para o ar, a água e o solo (abordagem proativa para minimizar as emissões)

### Resíduos e redução de resíduos

(especialmente resíduos sólidos não perigosos)

- Estabelecer e operar um processo eficiente que garanta efetivamente a identificação, a triagem, a redução, o descarte ou o transporte/transferência e a reciclagem de resíduos (sólidos) de acordo com as regulamentações e leis aplicáveis.
- Considerar as possibilidades e oportunidades de evitar o desperdício e reutilizar/reciclar os produtos fornecidos ou os serviços prestados. O ideal é que seja aplicada uma abordagem de ciclo de vida (desenvolvimento, produção, uso, fim do uso e/ou reciclagem).
- cumprir as proibições relevantes sobre a exportação de resíduos perigosos, em especial a "Convenção da Basileia sobre o Controle de

operational and reporting requirements which are part of the permits.

### Management of natural resources

- to protect natural ecosystems and not to contribute to the changing, deforestation, or damage of natural woodland and other natural ecosystems.
- to protect or (where applicable) improve biodiversity and soil quality.
- to minimize, optimimize or (where applicable) avoid the use of natural resources, including water, fossile fuels, minerals and virgin forest products. Here, approaches and practices such as, for example, modifying production, maintenance and facility processes, materials- substitution, re-use and recycling, can be applied.
- to prevent pollution and environmental incidents (during every phase of production and/or service delivery).

### Pro-active approach in environmental management

- to develop initiatives and introduce measures (considering the cost-benefit ratio) reducing the use of energy, raw materials and water (pro-active approach to resource efficiency).
- to develop initiatives and introduce measures (considering the cost-benefit ratio) minimizing the emissions to air, water and soil (pro-active approach to emissions minimization).

### Waste and waste reduction

(in particular non-hazardous and solid waste)

- to have an efficient operative process in place of characterizing, sorting, reducing, and disposing, forwarding, or recycling (solid) waste in accordance with the applicable regulations and laws.
- to consider, along the life cycle of the supplied products or services delivered (development, production, use, subsequent end-of-use / disposal), opportunities of reducing waste generated and opportunities of recycling and/or re-use.
- comply with relevant prohibitions on the export of hazardous waste, in particular the "Basel Convention on the Control of Transboundary

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*Movimentos Transfronteiriços de Resíduos Perigosos e sua Eliminação, de 22 de março de 1989".*

### Gerenciamento de água

- evitar o consumo excessivo de água e promover o uso e o desenvolvimento de tecnologias de economia de água e tecnologias de reutilização de água.
- Determinar, monitorar e controlar as águas residuais e, quando aplicável, tratá-las de acordo com as especificações antes da descarga ou do descarte.
- O gerenciamento da água deve incluir a documentação, a identificação e o monitoramento das fontes de água (origem), a utilização da água e o descarte da água.
- Solicita-se também que o fornecedor desenvolva medidas que incorporem o uso sustentável da água nos processos de planejamento operacional (gestão da água). Isso também deve incluir a consideração dos efeitos operacionais de uma possível falta/escassez de água (avaliação do ciclo de vida).

### Emissões para o ar ambiente e controle da poluição do ar

- introduzir e operar um processo eficiente que efetivamente garanta a determinação e o monitoramento regulares das emissões no ar ambiente de produtos químicos orgânicos, aerossóis, substâncias corrosivas, partículas (poeira fina etc.), produtos químicos que destroem a camada de ozônio e subprodutos de combustão das operações e da produção. Devem ser tomadas medidas para minimizar essas emissões. A meta mínima aqui é a conformidade com os respectivos requisitos legais nacionais.

### Gerenciamento de energia e emissões de gases de efeito estufa

- monitorar e reduzir o consumo de energia e o Escopo 1 (emissões diretas de CO<sub>2</sub>) e o Escopo 2 (emissões indiretas de CO<sub>2</sub>) relevantes como equivalentes de CO<sub>2</sub> e promover a aquisição econômica, o uso e o desenvolvimento adicional de tecnologias eficientes em termos de energia.

*Movements of Hazardous Wastes and their Disposal of March 22, 1989".*

### Water Management

- to prevent excessive water consumption and to support the implementation and continued development of technologies for conserving and/or re-using of water.
- to characterize, monitor and control wastewater and, if applicable, to treat as required before discharge or disposal.
- The water management initiatives shall also comprise documenting, characterizing, and monitoring water sources, use and discharge.
- The Supplier is also requested to strive for initiatives of water management and sustainable use of water in operational planning, i.e. by taking water stress assessments in operations (throughout the life cycle) into consideration.

### Air emissions and clean air

- to have an efficient operative process in place, conducting periodic characterization and monitoring of air emissions of organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations. Measures need to be taken to minimize these emissions. The minimum goal is the compliance with national legal requirements.

### Energy management and greenhouse gas emissions

- to monitor and minimize energy consumption and relevant Scope 1 (direct CO<sub>2</sub> emissions) and Scope 2 (indirect CO<sub>2</sub> emissions) CO<sub>2</sub> equivalents to support cost-effective purchasing, implementation and continued development of energy efficient technologies.

- se esforçar para mudar para fontes de energia renováveis.
- Busque a neutralidade climática no Escopo 1 e no Escopo 2.

## 6. Proibição de substâncias e gerenciamento de produtos químicos

O fornecedor é obrigado,

- siga as diretrizes das convenções a seguir:
  - a Convenção de Minamata (uso de mercúrio),
  - a Convenção de Estocolmo (poluentes orgânicos persistentes).
- cumprir as exigências da "*Norma Ambiental Hengst*" (*Norma da empresa Hengst, BN 13.09*). Esse documento pode ser baixado da seção "Fornecedores" (Compras) em [www.hengst.com](http://www.hengst.com), <https://www.hengst.com/pt/empresa/fornecedores>.
- A norma ambiental da Hengst (BN 13.09) resume as substâncias/classes de substâncias que, para proteger as pessoas e o meio ambiente, não devem estar contidas em materiais ou componentes ou somente se for possível comprovar que não existem substâncias equivalentes não críticas do ponto de vista ecológico e econômico. A decisão sobre o uso é tomada após a avaliação dos riscos potenciais, levando em conta a aplicação específica.

Para produtos e serviços (processos de serviço) que são entregues à Hengst ou fornecidos para a Hengst, o Fornecedor se compromete a

- para nomear substâncias declaráveis (BN 13.09, parágrafo 10), e
- não usar substâncias proibidas (BN 13.09, parágrafo 10).

### Gerenciamento de produtos químicos

O fornecedor é obrigado a introduzir e operar processos eficientes,

- identificar efetivamente os produtos químicos e outras substâncias que podem representar um risco se liberados no meio ambiente. O uso

- to strive for the conversion to renewable energy sources.
- to strive for climate neutrality in scope 1 and scope 2.

## 6. Prohibited substances and chemical management

The Supplier is required,

- to comply with the requirements laid down in the following conventions:
  - the Minamata Convention on Mercury,
  - the Stockholm Convention on Persistent Organic Pollutants.
- to comply with the requirements of the „*Hengst Environmental Standard*“ (*Hengst Technical Standard, BN 13.09*). This document is available for download at [www.hengst.com](http://www.hengst.com), section „Suppliers“:  
<https://www.hengst.com/en/company/suppliers>.
- In this environmental standard (BN 13.09), substances / substance classes are compiled, which, for the protection of people and the environment, must not be contained in materials or components, or may only be contained in materials or components if substances which are comparable and uncritical from an environmental and economic point of view, are verifiably not available. The decision to use them is only taken after an assessment of the potential risks with regard to the specific application.

For products and services (service processes performed) which are supplied or provided to Hengst, the Supplier undertakes,

- to identify / characterize substances which require a registration (BN 13.09, section 10), and
- not to utilize / use prohibited substances (BN 13.09, section 10).

### Chemical Management

The Supplier is required to have efficient operative processes in place,

- which identify chemicals and other substances, which are potentially harmful substances if released into the environment. The application of

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- desses produtos químicos e de outras substâncias identificadas deve ser minimizado. O uso de substâncias substitutas (com menor potencial de risco) deve ser examinado.
- que garantam o gerenciamento de substâncias perigosas, de modo que elas possam ser manuseadas, transportadas, armazenadas, reprocessadas ou reutilizadas e descartadas com segurança, usando procedimentos adequados.

## 7. Minerais de conflito

### Definição de

Os minerais de conflito são tântalo, estanho, ouro e tungstênio, que são extraídos da República Democrática do Congo e de áreas vizinhas.

### Relatório de Minerais de Conflito (CMRT)

O fornecedor é obrigado,

- relatar imediatamente à Hengst qualquer uso e qualquer uso detectado, bem como indicações de um possível uso de minerais de conflito em peças, componentes, materiais ou produtos fornecidos à Hengst (BN 13.09, parágrafo 10.11). Os relatórios para a Hengst devem ser feitos usando o modelo CMRT\* atualmente válido (da Responsible Minerals Initiative).

\* CMRT = Modelo de Relatório de Minerais de Conflito (<http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>)

## 8. Realização

O desempenho geral de sustentabilidade só pode ser aprimorado por meio do desenvolvimento conjunto e contínuo de fornecedores e da gestão consistente de fornecedores e subfornecedores.

O fornecedor é obrigado,

- cumprir as exigências estabelecidas neste Código de Conduta para Fornecedores, identificar os riscos existentes e tomar as medidas adequadas para eliminá-los.

these chemicals and other substances identified, shall be minimized. The application of substitutes (with lower hazard potential) shall be considered

- which serve as a management system for hazardous materials enabling safe handling, transport, storage recycling, reuse, and disposal of such materials.

## 7. Conflict Minerals

### Definition

Conflict minerals are tantalum, tin, gold and tungsten, which are mined from the Democratic Republic of Congo and neighboring areas.

### Conflict Minerals Reporting (CMRT)

The Supplier is required,

- to immediately report every application and every discovered application and the evidence of a possible use of conflict minerals in parts, components, materials or products delivered to Hengst (BN 13.09, section 10.11). The reporting to Hengst shall be made by using the most recent CMRT\* template by the Responsible Minerals Initiative.

\* CMRT = Conflict Minerals Reporting Template (<http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>)

## 8. Implementation

Total sustainability performance will be improved only by a common and continuous Supplier development as well as a consistent Supplier- and sub-supplier management

The Supplier is required,

- to comply with the requirements outlined in this Supplier Code of Conduct and to adequately address them along its supply chain, to identify risks and to take adequate measures to eliminate such risks.

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Também esperamos o mesmo de nossos fornecedores,

- que aborda adequadamente os requisitos estabelecidos neste Código de Conduta para Fornecedores ao longo de sua cadeia de suprimentos e participa das análises de risco e das medidas preventivas de seus fornecedores.

Forneceremos treinamento e educação adicional sobre a conformidade e a implementação de nossas expectativas em relação a este Código de Conduta para Fornecedores e gostaríamos de ter um intercâmbio construtivo com nossos fornecedores.

Reservamo-nos o direito de analisar regularmente a conformidade com este Código de Conduta do Fornecedor, solicitando que o fornecedor faça uma autoavaliação de sua sustentabilidade, realize auditorias de fornecedores e tome outras medidas de controle apropriadas, e o fornecedor é obrigado a cooperar da melhor forma possível.

Quaisquer (possíveis) violações dos requisitos estabelecidos neste Código de Conduta para Fornecedores podem ser denunciadas por meio do canal de denúncias no site de nossa empresa (<https://www.hengst.com/pt/empresa/conformidade>), que é aberto a todos os funcionários e terceiros. O canal de denúncias é de livre acesso, pode ser usado em vários idiomas e permite denúncias anônimas, se desejado. Publicamos um código de conduta que descreve o processo de apresentação e processamento de denúncias na Hengst.

Esperamos o mesmo de nosso fornecedor,

- que também estabeleça um mecanismo de reclamações em sua própria cadeia de suprimentos e garanta a proteção do denunciante.
- para nos apoiar na investigação de (possíveis) violações deste Código de Conduta do Fornecedor.
- que ele coopere na tomada de medidas corretivas dentro de um prazo razoável.

Dependendo da gravidade da violação, reservamo-nos o direito de responder adequadamente, desde a solicitação de que a violação seja corrigida imediatamente, passando pelo desenvolvimento de um conceito conjunto com prazo determinado

We also expect from our Supplier,

- to appropriately address the requirements set out in this Supplier Code of Conduct along its supply chain and to participate in risk analyses and preventive measures by its Suppliers.

We will provide trainings on compliance with and implementation of our expectations from this Supplier Code of Conduct and look forward to a constructive exchange with our Suppliers.

We reserve the right to regularly verify compliance with this Supplier Code of Conduct by requesting the Supplier to carry out a self-assessment of its Supplier sustainability, by conducting Supplier audits and by taking other appropriate control measures and the Supplier is required to cooperate to the best of its ability.

Any (potential) breaches of the requirements set out in this policy can be reported via the reporting channel on our company website (<https://www.hengst.com/en/company/compliance>), which is available to all employees and third parties. The reporting channel is freely accessible, can be used in various languages and allows anonymous reporting if desired. We have published a guideline that describes the process for submitting and processing reports at Hengst.

We expect from our Supplier,

- to also set up a complaint's procedure in its own supply chain and to ensure the protection of the whistleblower.
- to support us in investigating (potential) violations of this Supplier Code of Conduct.
- to cooperate in initiating remedial measures within a reasonable timeframe.

Depending on the severity of the violation, we reserve the right to take appropriate action, from requesting the immediate elimination of the violation

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para minimizar ou encerrar a violação, até o encerramento do relacionamento comercial como último recurso.

to developing a joint, time-bound concept for minimizing or ending the violation to terminating the business relationship as a last resort.

**Bestätigung Verhaltenskodex für Lieferanten**  
**Confirmation Supplier Code of Conduct**  
**Código de Conduta do Fornecedor de Confirmação**

**Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.**

Please send the completed and signed document by email to your purchasing contact at Hengst.

Por favor, envie o documento preenchido e assinado por e-mail para o seu contato de compras na Hengst.

DUNS Nummer / DUNS number / Número DUNS:	
Firmenname / company name / nome da empresa:	
Adresse / address / endereço:	

Hiermit bestätigen wir den Empfang und die Einhaltung des **Verhaltenskodex für Lieferanten** von Hengst.

We hereby confirm the receipt of and adherence to the **Supplier Code of Conduct** of Hengst.

Por meio deste documento, confirmamos o recebimento e a adesão ao **Código de Conduta do Fornecedor** da Hengst.

Ort, Datum / Location, date / Local, data:

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Name in Druckbuchstaben /

Name in block letters /

Nome em letras maiúsculas:

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Unterschrift / Signature / assinatura: \*

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\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

This confirmation must be signed by duly authorized representatives of the supplier.

Essa confirmação deve ser assinada por representantes devidamente autorizados do fornecedor.

## Erklärung zum Verhaltenskodex für Lieferanten

### Gleichwertigkeit der Verhaltenskodizes

*Declaration to the Supplier Code of Conduct*

*Equivalence of code of conducts*

*Declaração do Código de Conduta do Fornecedor*

*Equivalência de códigos de conduta*

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DUNS Nummer / DUNS number / Número DUNS:	
Firmenname / company name / nome da empresa:	
Adresse / address / endereço:	

A Hengst SE e suas filiais, de acordo com o § 15 da AktG (Lei Alemã das Sociedades por Ações) ("Grupo Hengst"), esperam que seus fornecedores cumpram os princípios sociais, éticos e ecológicos estabelecidos no **Código de Conduta para Fornecedores** do Grupo Hengst ("Código Hengst").

O Código de Conduta da Hengst está disponível para download em  
<https://www.hengst.com/pt/empresa/conformidade>

O fornecedor estabeleceu suas próprias diretrizes/códigos sobre princípios sociais, éticos e ecológicos em sua área de negócios, razão pela qual não deseja confirmar a conformidade com o Código Hengst.

Portanto, o fornecedor declara,

- que estabeleceu susas próprias diretrizes/códigos em suas áreas de negócios e em sua cadeia de suprimentos, cujo conteúdo é essencialmente igual ou comparável ao conteúdo do Código Hengst, e

Hengst SE and its affiliated companies according to § 15 AktG (German Stock Cooperation Act) ("Hengst Group") expect their suppliers to comply with the social, ethical, and environmental principles set out in the **Supplier Code of Conduct** of the Hengst-Group ("Hengst-Code").

The Hengst-Code is available for download at:  
<https://www.hengst.com/en/company/compliance>

The supplier established its own guidelines/codes on social, ethical, and ecological principles in its business area, and therefore does not wish to confirm compliance with the Hengst-Code.

The supplier therefore declares,

- that it established own guidelines/codices in its business areas and in its supply chain the contents of which are essentially the same as or comparable with the contents of the Hengst-Code, and

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- que alinha suas atividades comerciais com suas próprias diretrizes/códigos.

No caso de uma violação das declarações acima, o Grupo Hengst se reserva o direito de responder adequadamente, desde solicitar a retificação imediata da violação, até desenvolver um conceito conjunto com prazo determinado para minimizar ou encerrar a violação, até encerrar o relacionamento comercial como último recurso.

- that it aligns its business activities with these own guidelines/codices.

In the event of a breach of the above statements and declarations, the Hengst Group shall have the right to take appropriate action, from requesting the immediate elimination of the breach to developing a joint time-bound concept for minimizing or ending the breach to terminating the business relationship as a last resort.

**Hiermit bestätigen wir die Richtigkeit unserer vorstehenden Erklärungen.**

**We hereby confirm the correctness of our above declarations.**

**Por meio deste documento, confirmamos a exatidão de nossas declarações acima.**

Ort, Datum / Location, date / Local, data:

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Name in Druckbuchstaben /

Name in block letters /

Nome em letras maiúsculas:

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Unterschrift / Signature / assinatura: \*

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\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

*This confirmation shall be signed by duly authorized representatives of the supplier.*

*Essa confirmação deve ser assinada por representantes devidamente autorizados do fornecedor.*

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## Erklärung zum Verhaltenskodex für Lieferanten

### Einhaltung der Mindestanforderungen

*Declaration to the Supplier Code of Conduct*  
*Compliance with minimum requirements*

*Declaração do Código de Conduta do Fornecedor*  
*Conformidade com os requisitos mínimos*

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*Por favor, envie o documento preenchido e assinado por e-mail para o seu contato de compras na Hengst.*

DUNS Nummer / DUNS number / Número DUNS:	
Firmenname / company name / nome da empresa:	
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A Hengst SE e suas filiais, de acordo com o § 15 da AktG (Lei Alemã das Sociedades por Ações) ("Grupo Hengst"), esperam que seus fornecedores cumpram os princípios sociais, éticos e ecológicos estabelecidos no **Código de Conduta para Fornecedores** do Grupo Hengst ("Código Hengst").

O Código de Conduta da Hengst está disponível para download em  
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Hengst SE and its affiliated companies according to § 15 AktG (German Stock Cooperation Act) ("Hengst Group") expect their suppliers to comply with the social, ethical, and environmental principles set out in the **Supplier Code of Conduct** of the Hengst-Group ("Hengst-Code").

The Hengst-Code is available for download at:  
<https://www.hengst.com/en/company/compliance>

O Fornecedor não deseja confirmar a conformidade com o Código da Hengst, nem tem suas próprias diretrizes/códigos cujo conteúdo seja essencialmente o mesmo ou comparável ao conteúdo do Código da Hengst.

Portanto, o fornecedor declara,

- que cumpre os requisitos sociais, éticos e ambientais mínimos listados abaixo ("Requisitos Mínimos do Código Hengst") e os repassa em sua cadeia de suprimentos, e
- que alinha totalmente suas atividades comerciais com esses requisitos mínimos.

#### **Requisitos Mínimos do Código da Hengst:**

O fornecedor se compromete a,

- a) evitar todas as formas de trabalho infantil e respeitar as regulamentações legais locais sobre a idade mínima para trabalhar, de acordo com as exigências governamentais.
- b) não utilizar trabalho forçado ou compulsório ou qualquer forma de escravidão ou práticas análogas à escravidão, servidão ou quaisquer outras formas de dominação ou opressão no local de trabalho, sob qualquer forma.
- c) não tolerar discriminação com base em idade, gênero, cor da pele, origem étnica ou social, nacionalidade, estado de saúde, deficiência, religião, orientação sexual, ideologia ou opiniões políticas ou qualquer outra forma de discriminação.
- d) proteger os direitos das minorias e dos povos indígenas.
- e) não participar ou apoiar qualquer forma de corrupção, concessão de vantagens ou suborno.
- f) não participar ou apoiar qualquer forma de lavagem de dinheiro.
- g) cumprir as leis de exportação e importação.
- h) proteger os funcionários contra riscos no local de trabalho e cumprir, pelo menos, os regulamentos

The Supplier does not wish to confirm compliance with the Hengst-Code, nor does it have own guidelines/codes the contents of which are essentially the same as or comparable with the contents of the Hengst-Code.

The supplier therefore declares,

- that it complies with the social, ethical, and environmental minimum requirements listed below ("Minimum Requirements Hengst-Code"), and passes them on in its supply chain, and
- fully aligns its business activities with these minimum requirements.

#### **Minimum Requirements Hengst-Code:**

The supplier undertakes,

- a) to prohibit all forms of child labor and to respect local legal regulations on the minimum working age in accordance with government requirements.
- b) not to use forced or compulsory work or any form of slavery or practices similar to slavery, servitude or other forms of domination or oppression in the workplace in any form.
- c) not to tolerate discrimination based on age, gender, skin color, ethnic or social origin, nationality, national origin, health status, disability, religion, sexual orientation, views or political attitudes or any other form of discrimination.
- d) to protect the rights of minorities and indigenous peoples.
- e) not to participate in or support any form of corruption, granting of advantages or bribery.
- f) not to participate in or support any form of money laundering.
- g) to comply with export and import laws.
- h) to protect employees against risks in the workplace and to comply with at least the local national

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nacionais de saúde e segurança aplicáveis no local de trabalho.

- i) cumprir, pelo menos, as normas legais locais aplicáveis no local de trabalho com relação a salários, benefícios sociais e horas de trabalho.

Em caso de violação das declarações supracitadas, o Grupo Hengst se reserva o direito de tomar as medidas adequadas, desde solicitar a eliminação imediata da violação, até o desenvolvimento de um conceito conjunto com prazo determinado para minimizar ou encerrar a violação, até o término da relacionamento comercial como último recurso.

health and safety regulations applicable at the place of employment.

- i) to comply with at least the local legal regulations applicable at the place of employment with regard to wages, social benefits and working hours.

In the event of a breach of the above statements and declarations, the Hengst Group shall have the right to take appropriate action, from requesting the immediate elimination of the breach to developing a joint time-bound concept for minimizing or ending the breach to terminating the business relationship as a last resort.

**Hiermit bestätigen wir die Richtigkeit unserer vorstehenden Erklärungen.**

**We hereby confirm the correctness of our above declarations.**

**Por meio deste documento, confirmamos a exatidão de nossas declarações acima.**

Ort, Datum / Location, date / Local, data:

Name in Druckbuchstaben /

Name in block letters /

Nome em letras maiúsculas:

Unterschrift / Signature / assinatura: \*

\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

This confirmation shall be signed by duly authorized representatives of the supplier.

Essa confirmação deve ser assinada por representantes devidamente autorizados do fornecedor.

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## 供应商行为准则

## Supplier Code of Conduct

### 1. 可持续性原则

可持续性和环保意识是汉格斯特价值观和企业文化的核心要素。汉格斯特也希望其供应商具有这种基本的企业态度和由此产生的行为。

汉格斯特提倡供应链的可持续发展。因此，以下可持续发展原则是对我们的供应商（“**供应商**”）的要求。遵守这些原则是与 Hengst SE 及其关联公司建立业务关系的重要基础，符合 § § 15 ff. AktG（“汉格斯特”或“我们”）业务关系的重要基础。

我们指的是

- 联合国（UN）《世界人权宣言》—1948 年 12 月 10 日;
- 联合国（UN）全球契约的十项原则 --2015 年 9 月 25 日;
- 联合国（UN）《工商企业与人权指导原则》 -- 2011 年 6 月 16 日;
- 经合组织《多国企业准则》（OECD）--2023 年 6 月 8 日;
- 国际劳工组织（ILO）的 10 项核心劳工标准 - 公约  
第 87 号（1948 年）、第 98 号（1949 年）、第 29 号（1930 年+2014 年议定书）、第 105 号（1957 年）、第 100 号（1951 年）、第 111 号（1958 年）、第 138 号（1973 年）、第 182 号（1999 年）、第 155 号（1981 年）、第 187 号（2009 年）;
- 《公民权利和政治权利国际公约》（联合国）-- 1966 年 12 月 19 日;
- 经济、社会、文化权利国际公约》（联合国）-- 1966 年 12 月 16 日。

### 2. 人权和劳工标准

供应商有义务

- 不容忍基于年龄、性别、肤色、种族或社会出身、国籍、民族血统、健康状况、残疾、宗教、性取向、意识形态或政治观点的歧

### 1. Sustainable principles

Sustainability and environmental awareness are at the core of Hengst corporate values and culture. This corporate attitude and conduct are also expected from the Suppliers of Hengst.

Hengst promotes sustainable development throughout its supply chain. Therefore, the following sustainable principles are requirements for our Suppliers (“**Supplier**”). Compliance with these principles is the essential basis for a business relationship with Hengst SE and its affiliated companies according to sec. 15 et seq. AktG [German Stock Corporation Act] (“**Hengst**” or “**we**” or “**us**”).

We refer to:

- Universal Declaration of Human Rights of the United Nations (UN) - Status 10/12/1948;
- The 10 principles of the United Nations Global Compact (UN) - Status 25/09/2015;
- Guiding Principles on Business and Human Rights of the United Nations (UN) – Status 16/06/2011;
- OECD Guidelines for Multinational Enterprises (OECD) – Status 08/06/2023;
- The 10 core labor Standards of the International Labor Organization (ILO)  
– Conventions No. 87 (1948), No. 98 (1949), No. 29 (1930 + protocol of 2014), No. 105 (1957), No. 100 (1951), No. 111 (1958), No. 138 (1973), No. 182 (1999), No. 155 (1981), No. 187 (2009);
- International Covenant on Civil and Political Rights (UN) – Status 19/12/1966;
- International Covenant on Economic, Social and Cultural Rights (UN) - Status 16/12/1966.

### 2. Human rights and labor standards

The Supplier is required,

- to not tolerate any discrimination based on age, gender, skin color, ethnic or social origin, nation-

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视，或供应商所在国家和地区法律规定的任何其他类型的歧视。

- 确保员工机会均等，并根据他们的资历和技能进行选拔和晋升。
- 促进多样性、平等机会和包容性。
- 尊重和维护国际公认的人权，并倡导遵守这些权利。
- 不作为或者违反义务不作为，这样的行为可能在严重的情况下直接损害受保护的法律地位（国际劳工组织第 29、87、98、100、105、111、138、182 号公约；1966 年 12 月 19 日《公民及政治权利国际公约》和《经济、社会、文化权利国际公约》；《水俣公约》；《斯德哥尔摩/持久性有机污染物公约》；《巴塞尔公约》），而且根据对所有相关情况的合理评估，其违法性显而易见。
- 保护少数民族和土著人民的权利。
- 在获取、开发或以其他方式利用服务于个人生计的土地、森林和水域时，不进行土地盗窃，并遵守禁止非法开垦土地、森林和水域的规定。
- 不在工作场所以任何形式进行强迫或强制劳动或任何形式的奴役或类似奴役、劳役的做法或任何其他形式的统治或压迫。
- 通过适当的选拔、培训和控制，防止签约的私人或公共保安人员滥用权力。
- 明确谴责并防止对员工的任何体罚、威胁和骚扰。
- 防止任何形式的童工现象，并根据国际劳工组织（ILO）的标准，遵守有关雇员最低年龄的规定。
- 确保适当的工资、社会福利和工作时间，至少符合供应商注册地点和工作地点的现行法律规定。

ality, national origin, health status, disability, sexual orientation, views or political attitudes, and any others defined by the laws in countries and locations where the Supplier operates.

- to endeavor to maintain equal opportunities among employees, while promoting them on the merit of qualifications and skills.
- to promote diversity, equal opportunities and inclusion.
- to pay attention to and respect internationally recognized human rights and to commit to compliance with these rights.
- not to do anything or refrain from doing anything in breach of duty that is directly capable of impairing a protected legal position (ILO Conventions No. 29, 87, 98, 100, 105, 111, 138, 182; International Covenant on Civil and Political Rights and on Economic, Social and Cultural Rights of December 19, 1966; Minamata Convention; Stockholm/POPs Convention; Basel Convention) in a particularly serious manner and the unlawfulness of which is obvious on a reasonable assessment of all the circumstances in consideration.
- to protect the rights of minorities and indigenous peoples.
- not to participate in land theft and to observe the ban on the unlawful eviction from land, forests, and waters when acquiring, building on, or otherwise using land, forests, and waters that serve as a person's livelihood.
- not to use forced or compulsory work or any form of slavery or practices similar to slavery, servitude or any other form of domination or oppression in the workplace in any form.
- to prevent abuse of power by contracted private or public security forces through proper selection, training and control.
- to explicitly condemn and prevent any physical punishment, threats or intimidation of employees.
- to explicitly prevent any form of child labor and to respect the regulations for minimum working age in accordance with the labor standards of the International Labor Organization (ILO).
- to ensure that wages, social benefits as well as working hours are appropriate and at least comply with the relevant statutory regulations in force at the Supplier's registered office and at the place of work.

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- 尊重每个人自由结社、参与集体谈判和加入工会的权利。
- 保护员工避免在工作场所受到伤害，至少遵守供应商总部和工作地点适用的国家健康与安全法规。
- 通过技术保护措施、安全工作流程、预防性设备维护、合适的防护服、培训、促进健康的措施和检查，降低安全和健康风险。
- 不对环境造成损害，如有害的土壤变化、水或空气污染、噪音排放和/或水的过度消耗，从而破坏食物的保存和生产基础，剥夺获得饮用水和卫生设施的机会，而损害健康。
- 不侵犯任何第三方的产权（专利、商标等），并遵守所有国内和国际适用的知识产权保护法律。
- 不参与或支持任何形式的腐败、给予好处或贿赂。
- 不参与或支持任何形式的洗钱活动。
- 避免利益冲突。
- 遵守国家和国际公平竞争规则，特别是适用的反垄断法和其他规范竞争的法律。
- 公司必须遵守适用的会计准则，并根据适用的国家和国际法规披露财务信息。

### 3. 出口管制和经济制裁

供应商有义务

- 遵守与以下方面有关的经济制裁和进出口法律
  - 货物进出口；服务跨境转移

- to respect the individual's right to freedom of association, participation in collective bargaining, and membership of labor unions.
- to protect employees against risks at the workplace, in particular to comply at least with the national occupational health and safety regulations applicable at the Supplier's registered office and at the place of work.
- to reduce safety and health risks by technological protection measures, safeguarding workflows, preventive maintenance, suitable protective clothing, training, health-enhancing measures, and controls.
- to refrain from environmental degradation that impairs the basis for the preservation and production of food, denies access to drinking water and sanitary facilities, or causes damage to health, for example through harmful soil change, water or air pollution, noise emission and/or excessive water consumption.
- to not violate the industrial property rights of third parties (patents, trademarks, etc.) as well as to comply with all nationally and internationally applicable intellectual property laws.
- not to participate in or support any form of corruption, of granting undue advantages or bribes.
- not to participate in or support any form of money laundering activities.
- to avoid conflicts of interests.
- to comply with national and international rules of fair competition, in particular applicable anti-trust laws and other laws regulating competition.
- to comply with applicable accounting standards and disclose financial information in accordance with applicable national and international regulations.

### 3. Export control and economic sanctions

The Supplier is required,

- to comply with economic sanctions as well as export and import laws with respect to
  - import and export of goods; cross-border transfer of services;

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- 硬件、软件和技术（包括技术数据）的跨境转让；
- 跨境资本交易和支付。

- cross-border transfer of hardware, software and technologies (including technical specifications);
- cross-border capital transactions and payments.

## 4. 数据保护

供应商有义务

- 认真对待个人数据或以其他方式获得的信息的保护和保密工作。
- 遵守适用的数据保护法，尤其是《欧洲通用数据保护条例》（GDPR）。
- 以保密的方式收集和处理个人数据，并且仅在有具体、明确的业务目的的情况下，根据适用的法律法规收集和处理个人数据。
- 保护所有相关方的个人权利，保护个人数据免遭滥用和/或未经授权的访问。

## 4. Privacy and data protection

The Supplier is required,

- to take the protection and confidentiality of personal data and other information shared with him very seriously.
- to comply with all applicable privacy laws, especially the European General Data Protection Regulation (GDPR).
- to collect and process personal data in a confidential manner and only to the degree necessary for fulfilling a concrete and definable business purpose and only in compliance with all applicable laws and provisions.
- to preserve the personal rights of all parties involved and to protect personal data from misuse and / or unauthorized access.

## 5. 环境保护

供应商有义务

### 合规和环境授权

- 遵守与环境保护有关的所有国家法律和准则，并引入有效的持续监测程序。
- 获得所有与环境相关的生产和运营授权和注册，并保持更新，同时遵守运营要求和报告要求。

## 5. Environmental Management

The Supplier is required,

### Compliance and environmental permits

- to comply with all applicable national laws and regulations regarding environmental management as well as introducing effective processes for monitoring changes and updates.
- to have all valid and required environmental permits, approvals and registrations for production and operations obtained, maintained and kept current. The Supplier will also follow the operational and reporting requirements which are part of the permits.

### 对待自然资源

- 保护自然生态系统，不助长天然林和其他自然生态系统的改变、砍伐或退化。
- 保护或（在可能的情况下）改善生物多样性和土壤质量。
- 最大限度地减少、优化或（在可能的情况下）避免使用自然资源，如水、化石燃料、矿物和原始森林产品。这应涉及各种程序和

### Management of natural resources

- to protect natural ecosystems and not to contribute to the changing, deforestation, or damage of natural woodland and other natural ecosystems.
- to protect or (where applicable) improve biodiversity and soil quality.
- to minimize, optimize or (where applicable) avoid the use of natural resources, including wa-

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技术，如改变生产流程、维护程序和建筑管理程序、材料替代、再利用和再循环。

- 防止污染和环境破坏（在生产和/或提供服务的各个阶段）。

### 积极主动地保护环境

- 采取主动行动和措施（考虑成本/效益比），减少能源、原材料和水的使用（积极提高资源效率）。
- 采取主动行动和措施（考虑成本/效益比），最大限度地减少向空气、水和土壤的排放（积极主动地减少排放）。

### 废物和减少废物

(特别是非危险固体废物)

- 建立并运行一个高效的流程，有效确保按照适用的法规和法律对（固体）废物进行识别、分类、减少、处置或运输/转移和回收。
- 考虑所提供的产品或服务避免浪费和再利用/再循环的可能性和机会。最好考虑整个生命周期（开发、生产、使用、使用结束和/或回收）。
- 遵守相关的危险废物出口禁令，特别是 1989 年 3 月 22 日的《控制危险废物越境转移及其处置的巴塞尔公约》。

### 水资源管理

- 防止过度用水，促进节约用水和/或重复用水技术的实施和持续发展。
- 对废水进行定性、监测和控制，并在排放或处置前进行必要的处理（如适用）。
- 水管理应包括水源（来源）、水利用和水排放的记录、识别和监测。

ter, fossile fuels, minerals and virgin forest products. Here, approaches and practices such as, for example, modifying production, maintenance and facility processes, materials- substitution, re-use and recycling, can be applied.

- to prevent pollution and environmental incidents (during every phase of production and/or service delivery).

### Pro-active approach in environmental management

- to develop initiatives and introduce measures (considering the cost-benefit ratio) reducing the use of energy, raw materials and water (pro-active approach to resource efficiency).
- to develop initiatives and introduce measures (considering the cost-benefit ratio) minimizing the emissions to air, water and soil (pro-active approach to emissions minimization).

### Waste and waste reduction

(in particular non-hazardous and solid waste)

- to have an efficient operative process in place of characterizing, sorting, reducing, and disposing, forwarding, or recycling (solid) waste in accordance with the applicable regulations and laws.
- to consider, along the life cycle of the supplied products or services delivered (development, production, use, subsequent end-of-use / disposal), opportunities of reducing waste generated and opportunities of recycling and/or re-use.
- comply with relevant prohibitions on the export of hazardous waste, in particular the "*Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of March 22, 1989*".

### Water Management

- to prevent excessive water consumption and to support the implementation and continued development of technologies for conserving and/or re-using of water.
- to characterize, monitor and control wastewater and, if applicable, to treat as required before discharge or disposal.
- The water management initiatives shall also comprise documenting, characterizing, and monitoring water sources, use and discharge.

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- 要求供应商制定措施，将水的可持续利用纳入业务规划过程（水管理）。这还应包括考虑可能出现的缺水/水荒对运营的影响（生命周期评估）。

### 对环境空气的排放和空气污染控制

- 引入并运行有效的流程，切实确保定期测定和监测运营和生产过程中排放到环境空气中的有机化学品、气溶胶、腐蚀性物质、微粒（微尘等）、臭氧消耗化学品和燃烧副产品。必须采取措施尽量减少这些排放。这里的最低目标是遵守相应的国家法律要求

### 能源管理和温室气体排放

- 监测并最大限度地减少能源消耗以及相关范畴 1（直接二氧化碳排放）和范畴 2（间接二氧化碳排放）的二氧化碳当量，以支持具有成本效益的采购、实施和持续开发节能技术。
- 努力向可再生能源转化。
- 努力实现范围 1 和范围 2 的气候中和。

## 6. 禁用物质和化学品管理

### 供应商有义务

- 遵循以下约定中的指导原则：
  - 《关于汞的水俣公约》、
  - 《关于持久性有机污染物的斯德哥尔摩公约》。
- 符合“汉格斯特环保标准”（汉格斯特公司标准，BN 13.09）的要求。该文件可从 [www.hengst.com](http://www.hengst.com) 的“采购”部分下载：  
<https://www.hengst.com/zh-hans/%E5%85%AC%E5%8F%B8/%E5%90%88%E8%A7%84>
- 为了保护人类和环境，汉格斯特环保标准（BN 13.09）列举了材料或部件中不得含有的物质/物质类别，或者只有在能够证明从

- The Supplier is also requested to strive for initiatives of water management and sustainable use of water in operational planning, i.e. by taking water stress assessments in operations (throughout the life cycle) into consideration.

### Air emissions and clean air

- to have an efficient operative process in place, conducting periodic characterization and monitoring of air emissions of organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations. Measures need to be taken to minimize these emissions. The minimum goal is the compliance with national legal requirements.

### Energy management and greenhouse gas emissions

- to monitor and minimize energy consumption and relevant Scope 1 (direct CO<sub>2</sub> emissions) and Scope 2 (indirect CO<sub>2</sub> emissions) CO<sub>2</sub> equivalents to support cost-effective purchasing, implementation and continued development of energy efficient technologies.
- to strive for the conversion to renewable energy sources.
- to strive for climate neutrality in scope 1 and scope 2.

## 6. Prohibited substances and chemical management

The Supplier is required,

- to comply with the requirements laid down in the following conventions:
  - the Minamata Convention on Mercury,
  - the Stockholm Convention on Persistent Organic Pollutants.
- to comply with the requirements of the „Hengst Environmental Standard“ (Hengst Technical Standard, BN 13.09). This document is available for download at [www.hengst.com](http://www.hengst.com), section „Suppliers“:  
<https://www.hengst.com/en/company/suppliers>.
- In this environmental standard (BN 13.09), substances / substance classes are compiled, which, for the protection of people and the environment, must not be contained in materials or

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生态和经济角度来看没有同等的无争议物质时才可以使用。在对潜在风险进行评估后，再根据具体应用情况决定是否使用。

对于交付给汉格斯特或为汉格斯特提供的产品和服务（服务流程），供应商承诺

- 标明需要申报的物质 (BN 13.09, 第 10 段)，以及
- 不使用禁用物质 (BN 13.09, 第 10 段)。

## 化学品管理

供应商有义务引进并运行高效的流程，

- 有效识别释放到环境中可能造成风险的化学品和其他物质。尽量减少使用这些已确定的化学品和其他物质。研究使用替代物质（危险可能性较低）。
- 确保对危险物质进行管理，使用适当的程序对危险物质进行安全处理、运输、储存、回收、或再利用和处置。

## 7. 冲突矿产

### 定义

冲突矿物是指从刚果民主共和国及其邻近地区开采的钽、锡、金和钨。

### 冲突矿物报告 (CMRT)

供应商有义务

- 如果在供应给汉格斯特的零件、组件、材料或产品中有任何使用冲突矿石的情况、任何发现使用的情况以及可能使用冲突矿石的迹象 (BN 13.09, 第 10.11 段)，则应立即向汉格斯特报告。向汉格斯特报告应使用当前有效的 CMRT\*模板（负责任矿产倡议组织）。

components, or may only be contained in materials or components if substances which are comparable and uncrical from an environmental and economic point of view, are verifiably not available. The decision to use them is only taken after an assessment of the potential risks with regard to the specific application.

For products and services (service processes performed) which are supplied or provided to Hengst, the Supplier undertakes,

- to identify / characterize substances which require a registration (BN 13.09, section 10), and
- not to utilize / use prohibited substances (BN 13.09, section 10).

## Chemical Management

The Supplier is required to have efficient operative processes in place,

- which identify chemicals and other substances, which are potentially harmful substances if released into the environment. The application of these chemicals and other substances identified, shall be minimized. The application of substitutes (with lower hazard potential) shall be considered
- which serve as a management system for hazardous materials enabling safe handling, transport, storage recycling, reuse, and disposal of such materials.

## 7. Conflict Minerals

### Definition

Conflict minerals are tantalum, tin, gold and tungsten, which are mined from the Democratic Republic of Congo and neighboring areas.

### Conflict Minerals Reporting (CMRT)

The Supplier is required,

- to immediately report every application and every discovered application and the evidence of a possible use of conflict minerals in parts, components, materials or products delivered to Hengst (BN 13.09, section 10.11). The reporting to Hengst shall be made by using the most recent CMRT\* template by the Responsible Minerals Initiative.

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\* CMRT = 冲突矿产报告模板  
[\(http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/\)](http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/)

## 8. 实施

只有通过共同和持续的供应商发展以及对供应商和次级供应商的一致管理，才能提高总体可持续发展绩效。

供应商有义务

- 遵守本《供应商行为准则》规定的要求，识别现有风险并采取适当措施消除这些风险。

我们还希望供应商

- 在其供应链中提出本《供应商行为准则》中规定的要求，并参与其供应商的风险分析和预防措施。

我们将提供有关遵守和执行本《供应商行为准则》的培训和进一步教育，并希望与供应商进行建设性的交流。

我们保留定期审查本《供应商行为准则》遵守情况的权利，要求供应商对其供应商进行可持续发展自我评估，开展供应商审核，并采取其他适当的控制措施，并且要求供应商尽其所能予以配合。

任何（潜在的）违反本《供应商行为准则》规定的行为均可通过公司网站

(<https://www.hengst.com/zh-hans/%E5%85%AC%E5%8F%B8/%E5%90%88%E8%A7%84>) 上的举报渠道进行举报，该渠道对所有员工和第三方开放。举报渠道可自由访问，可使用多种语言，并可根据需要实行匿名举报。我们已发布程序规则，介绍汉格斯特提交和处理举报的流程。

我们期望我们的供应商

\* CMRT = Conflict Minerals Reporting Template  
[\(http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/\)](http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/)

## 8. Implementation

Total sustainability performance will be improved only by a common and continuous Supplier development as well as a consistent Supplier- and sub-supplier management

The Supplier is required,

- to comply with the requirements outlined in this Supplier Code of Conduct and to adequately address them along its supply chain, to identify risks and to take adequate measures to eliminate such risks.

We also expect from our Supplier,

- to appropriately address the requirements set out in this Supplier Code of Conduct along its supply chain and to participate in risk analyses and preventive measures by its Suppliers.

We will provide trainings on compliance with and implementation of our expectations from this Supplier Code of Conduct and look forward to a constructive exchange with our Suppliers.

We reserve the right to regularly verify compliance with this Supplier Code of Conduct by requesting the Supplier to carry out a self-assessment of its Supplier sustainability, by conducting Supplier audits and by taking other appropriate control measures and the Supplier is required to cooperate to the best of its ability.

Any (potential) breaches of the requirements set out in this policy can be reported via the reporting channel on our company website

(<https://www.hengst.com/en/company/compliance>), which is available to all employees and third parties. The reporting channel is freely accessible, can be used in various languages and allows anonymous reporting if desired. We have published a guideline that describes the process for submitting and processing reports at Hengst.

We expect from our Supplier,

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- 在自己的供应链中建立投诉程序，并确保对举报人的保护。
- 对我们调查（潜在的）违反本《供应商行为准则》的行为给与支持。
- 在制定和实施补救措施时，在合理的时间范围内给予合作

根据违规行为的严重程度，我们保留做出适当回应的权利，包括要求立即消除违规行为，制定有时限的联合方案以尽量减少或终止违规行为，以及作为最后手段的终止业务关系。

- to also set up a complaint's procedure in its own supply chain and to ensure the protection of the whistleblower.
- to support us in investigating (potential) violations of this Supplier Code of Conduct.
- to cooperate in initiating remedial measures within a reasonable timeframe.

Depending on the severity of the violation, we reserve the right to take appropriate action, from requesting the immediate elimination of the violation to developing a joint, time-bound concept for minimizing or ending the violation to terminating the business relationship as a last resort.

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## Bestätigung Verhaltenskodex für Lieferanten *Confirmation Supplier Code of Conduct* 确认供应商行为准则

Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.

Please send the completed and signed document by email to your purchasing contact at Hengst.

请将填妥并签名的文件通过电子邮件发送给亨斯特采购部的联系人。

DUNS Nummer / <i>DUNS number /</i> 邓白氏编码:	
Firmenname / <i>company name /</i> 公司名称:	
Adresse / <i>address /</i> 地址:	

Hiermit bestätigen wir den Empfang und die Einhaltung des **Verhaltenskodex für Lieferanten** von Hengst.

We hereby confirm the receipt of and adherence to the **Supplier Code of Conduct** of Hengst.

我们在此确认收到并遵守《汉格斯特供应商行为准则》。

Ort, Datum / Location, date / 地点, 日期:

Name in Druckbuchstaben /

Name in block letters /

姓名 :

Unterschrift /signature / 签名: \*

\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

This confirmation must be signed by duly authorized representatives of the supplier.

本确认书必须由供应商正式授权的代表签字。

## **Erklärung zum Verhaltenskodex für Lieferanten**

### **Gleichwertigkeit der Verhaltenskodizes**

*Declaration to the Supplier Code of Conduct*  
*Equivalence of code of conducts*

### **供应商行为准则声明**

### **行为准则的等效性**

**Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.**  
**Please send the completed and signed document by email to your purchasing contact at Hengst.**  
**请将填好并签名的文件通过电子邮件发送给您在汉格斯特的采购联系人。**

DUNS Nummer / <i>DUNS number /</i> 邓白氏编码:	
Firmenname / <i>company name/</i> 公司名称:	
Adresse / <i>address/</i> 地址:	

根据《股份公司法》第 15 条，汉格斯特股份公司及其关联公司（“汉格斯特集团”）希望其供应商遵守《汉格斯特集团供应商行为准则》（“汉格斯特准则”）中规定的社会、道德和生态原则。

《汉格斯特行为准则》可在以下网址下载  
<https://www.hengst.com/zh-hans/%E5%85%AC%E5%8F%B8/%E5%90%88%E8%A7%84>

供应商已在其业务领域内制定了自己的社会、道德和生态准则/规范，因此不希望确认是否符合《汉格斯特准则》。

因此，供应商声明

- 在其业务领域和供应链中制定了自己的准则/守则，其内容与《汉格斯特准则》的内容基本相同或类似，并且
- 使其业务活动符合自己的准则/守则。

Hengst SE and its affiliated companies according to § 15 AktG (German Stock Cooperation Act) (“Hengst Group”) expect their suppliers to comply with the social, ethical, and environmental principles set out in the **Supplier Code of Conduct** of the Hengst-Group (“Hengst-Code”).

The Hengst-Code is available for download at:  
<https://www.hengst.com/en/company/compliance>

**The supplier established its own guidelines/codes on social, ethical, and ecological principles in its business area, and therefore does not wish to confirm compliance with the Hengst-Code.**

**The supplier therefore declares,**

- that it established own guidelines/codes in its business areas and in its supply chain the contents of which are essentially the same as or comparable with the contents of the Hengst-Code, and
- that it aligns its business activities with these own

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如果出现违反上述声明的情况，汉格斯特集团保留采取适当应对措施的权利，包括要求立即纠正违规行为、制定有时限的联合方案以尽量减少或终止违规行为，以及在万不得已的情况下终止业务关系。

guidelines/codices.

In the event of a breach of the above statements and declarations, the Hengst Group shall have the right to take appropriate action, from requesting the immediate elimination of the breach to developing a joint time-bound concept for minimizing or ending the breach to terminating the business relationship as a last resort.

**Hiermit bestätigen wir die Richtigkeit unserer vorstehenden Erklärungen.**

**We hereby confirm the correctness of our above declarations.**

我们特此确认上述声明正确无误。

Ort, Datum / Location, date / 地点, 日期:

Name in Druckbuchstaben /

Name in block letters /

姓名 :

Unterschrift /signature / 签名: \*

\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

This confirmation shall be signed by duly authorized representatives of the supplier.

本确认书必须由供应商正式授权的代表签字。

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## **Erklärung zum Verhaltenskodex für Lieferanten**

### Einhaltung der Mindestanforderungen

### *Declaration to the Supplier Code of Conduct*

#### *Compliance with minimum requirements*

供应商行为准则声明  
遵守最低要求

**Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.**

*Please send the completed and signed document by email to your purchasing contact at Hengst.*

*请将填好并签名的文件通过电子邮件发送给您在汉格斯特的采购联系人。*

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Hengst SE and its affiliated companies according to § 15 AktG (German Stock Cooperation Act) (“Hengst Group”) expect their suppliers to comply with the social, ethical, and environmental principles set out in the **Supplier Code of Conduct** of the Hengst-Group (“Hengst-Code”).

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<https://www.hengst.com/zh-hans/%E5%85%AC%E5%8F%B8/%E5%90%88%E8%A7%84>

The Hengst-Code is available for download at:  
<https://www.hengst.com/en/company/compliance>

-供应商不希望确认遵守《汉格斯特准则》，也没有与《汉格斯特准则》的内容基本相同或类似的自己的准则/规范。

**The Supplier does not wish to confirm compliance with the Hengst-Code, nor does it have own guidelines/codes the contents of which are essentially the same as or comparable with the contents of the Hengst-Code.**

因此，供应商声明

**The supplier therefore declares,**

- 遵守下列社会、道德和环境方面的最低要求（“《汉格斯特准则》的最低要求”），并在其供应链中贯彻执行，并且

- that it complies with the social, ethical, and environmental minimum requirements listed below (“Minimum Requirements Hengst-Code”), and passes them on in its supply chain, and

- 确保其业务活动完全符合这些最低要求。

### 汉格斯特最低要求：

#### 供应商承诺

- 防止一切形式的童工现象，并根据政府要求遵守当地关于员工最低年龄的法律规定。
- 不在工作场所以任何形式使用强迫或强制劳动或任何形式的奴役或类似奴役、劳役的做法或任何其他形式的统治或压迫。
- 不容忍基于年龄、性别、肤色、种族或社会出身、国籍、民族血统、健康状况、残疾、宗教、性取向、意识形态或政治观点或任何其他类型的歧视。
- 保护少数民族和土著人民的权利。
- 不参与或支持任何形式的腐败、利益输送或贿赂。
- 不参与或支持任何形式的洗钱活动。
- 遵守进出口法律。
- 保护员工免受工作场所的危害，并至少遵守当地适用的国家健康与安全法规
- 在工资、社会福利和工作时间方面，至少遵守就业所在地的现行法规。

如果出现违反上述声明的情况，汉格斯特集团保留采取适当应对措施的权利，从要求立即纠正违规行为，

- fully aligns its business activities with these minimum requirements.

### Minimum Requirements Hengst-Code:

#### The supplier undertakes,

- to prohibit all forms of child labor and to respect local legal regulations on the minimum working age in accordance with government requirements.
- not to use forced or compulsory work or any form of slavery or practices similar to slavery, servitude or other forms of domination or oppression in the workplace in any form.
- not to tolerate discrimination based on age, gender, skin color, ethnic or social origin, nationality, national origin, health status, disability, religion, sexual orientation, views or political attitudes or any other form of discrimination.
- to protect the rights of minorities and indigenous peoples.
- not to participate in or support any form of corruption, granting of advantages or bribery.
- not to participate in or support any form of money laundering.
- to comply with export and import laws.
- to protect employees against risks in the workplace and to comply with at least the local national health and safety regulations applicable at the place of employment.
- to comply with at least the local legal regulations applicable at the place of employment with regard to wages, social benefits and working hours.

In the event of a breach of the above statements and declarations, the Hengst Group shall have the right to take

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到制定有时限的联合方案以尽量减少或终止违规行为，直至作为最后手段终止业务关系

appropriate action, from requesting the immediate elimination of the breach to developing a joint time-bound concept for minimizing or ending the breach to terminating the business relationship as a last resort.

**Hiermit bestätigen wir die Richtigkeit unserer vorstehenden Erklärungen.**

**We hereby confirm the correctness of our above declarations.**

我们特此确认上述声明正确无误。

Ort, Datum / Location, date / 地点, 日期:

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Name in block letters /

姓名 :

Unterschrift /signature / 签名: \*

\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

This confirmation shall be signed by duly authorized representatives of the supplier.

本确认书必须由供应商正式授权的代表签字。

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## Kodeks postępowania dla dostawców

## Supplier Code of Conduct

### 1. Zasady zrównoważonego rozwoju

Zrównoważony rozwój i świadomość ekologiczna są podstawowymi elementami wartości i kultury korporacyjnej Hengst. Hengst oczekuje również tej postawy przedsiębiorczej i wynikających z niej zachowań od swoich dostawców.

Hengst promuje zrównoważony rozwój w całym łańcuchu dostaw. Poniższe zasady zrównoważonego rozwoju są zatem wymogami dla naszych dostawców („**Dostawca**”). Przestrzeganie tych zasad stanowi istotną podstawę relacji biznesowych z Hengst SE i jej spółkami powiązanymi zgodnie z §§ 15 i nast. AktG („**Hengst**”, „**my**” lub „**nas**”).

Tutaj odnosimy się do:

- Powszechna Deklaracja Praw Człowieka Organizacji Narodów Zjednoczonych (ONZ) - *stan na dzień 10 grudnia 1948 r.*;
- 10 zasad inicjatywy ONZ Global Compact - *stan na dzień 25 września 2015 r.*;
- Wytyczne ONZ dotyczące biznesu i praw człowieka - *stan na dzień 16 czerwca 2011 r.*;
- Wytyczne OECD dla przedsiębiorstw wielonarodowych (OECD) - *stan na dzień 08 czerwca 2023 r.*;
- 10 podstawowych standardów pracy Międzynarodowej Organizacji Pracy (MOP) - *Konwencje Nr 87 (1948), Nr 98 (1949), Nr 29 (1930 + Protokół z 2014 r.), Nr 105 (1957), Nr 100 (1951), Nr 111 (1958), Nr 138 (1973), Nr 182 (1999), Nr 155 (1981), Nr 187 (2009);*
- Międzynarodowy Pakt Praw Obywatelskich i Politycznych (ONZ) - *stan na dzień 19 grudnia 1966 r.*;
- Międzynarodowy Pakt Praw Gospodarczych, Społecznych i Kulturalnych (ONZ) - *stan na dzień 16 grudnia 1966 r.*

### 2. Prawa człowieka i standardy pracy

Dostawca jest zobowiązany,

- nie tolerować dyskryminacji ze względu na wiek, płeć, kolor skóry, pochodzenie etniczne lub społeczne, narodowość, pochodzenie

### 1. Sustainable principles

Sustainability and environmental awareness are at the core of Hengst corporate values and culture. This corporate attitude and conduct are also expected from the Suppliers of Hengst.

Hengst promotes sustainable development throughout its supply chain. Therefore, the following sustainable principles are requirements for our Suppliers (“**Supplier**”). Compliance with these principles is the essential basis for a business relationship with Hengst SE and its affiliated companies according to sec. 15 et seq. AktG [German Stock Corporation Act] (“**Hengst**” or “**we**” or “**us**”).

We refer to:

- Universal Declaration of Human Rights of the United Nations (UN) - *Status 10/12/1948;*
- The 10 principles of the United Nations Global Compact (UN) - *Status 25/09/2015;*
- Guiding Principles on Business and Human Rights of the United Nations (UN) – *Status 16/06/2011;*
- OECD Guidelines for Multinational Enterprises (OECD) – *Status 08/06/2023;*
- The 10 core labor Standards of the International Labor Organization (ILO) – *Conventions No. 87 (1948), No. 98 (1949), No. 29 (1930 + protocol of 2014), No. 105 (1957), No. 100 (1951), No. 111 (1958), No. 138 (1973), No. 182 (1999), No. 155 (1981), No. 187 (2009);*
- International Covenant on Civil and Political Rights (UN) – *Status 19/12/1966;*
- International Covenant on Economic, Social and Cultural Rights (UN) - *Status 16/12/1966.*

### 2. Human rights and labor standards

The Supplier is required,

- to not tolerate any discrimination based on age, gender, skin color, ethnic or social origin, nation-

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narodowe, stan zdrowia, niepełnosprawność, religię, orientację seksualną, ideologię lub poglądy polityczne lub wszelkie inne rodzaje dyskryminacji zgodnie z prawem krajów i lokalizacji, w których dostawca prowadzi działalność.

- zapewniać równe szanse pracownikom oraz awansować ich na podstawie ich kwalifikacji i umiejętności.
- do promowania różnorodności, równości i integracji.
- do poszanowania i przestrzegania praw człowieka uznanych na szczeblu międzynarodowym oraz propagowania ich przestrzegania.
- nie czynić ani nie powstrzymywać się od czynienia czegokolwiek z naruszeniem obowiązku, który bezpośrednio może pogorszyć chronioną sytuację prawną (*Konwencje MOP nr 29, 87, 98, 100, 105, 111, 138, 182; Międzynarodowy Pakt Praw Obywatelskich i Politycznych oraz Praw Gospodarczych, Społecznych i Kulturalnych z dnia 19 grudnia 1966 r.; Konwencja z Minamaty; Konwencja Sztokholmska/POPs; Konwencja Bazylejska*) i którego bezprawność jest oczywista przy rozsądnej ocenie wszystkich danych okoliczności.
- do ochrony praw mniejszości i ludności rdzennej.
- nie angażować się w kradzież ziemi i przestrzegać zakazu bezprawnego oczyszczania gruntów, lasów i wód przy nabywaniu, zagospodarowywaniu lub wykorzystywaniu w inny sposób gruntów, lasów i wód, które służą jako źródło utrzymania danej osoby.
- do niestosowania pracy przymusowej lub obowiązkowej ani żadnych form niewolnictwa lub praktyk podobnych do niewolnictwa, poddaństwa lub jakichkolwiek innych form dominacji lub ucisku w miejscu pracy w jakiejkolwiek formie.
- do zapobiegania nadużywaniu władzy przez zakontraktowane prywatne lub publiczne siły bezpieczeństwa poprzez odpowiedni dobór, szkolenie i kontrolę.
- do wyraźnego potępiania i zapobiegania wszelkim karom fizycznym, groźbom i nękaniu pracowników.
- do zapobiegania wszelkim formom zatrudniania dzieci i przestrzegania przepisów dotyczących minimalnego wieku pracowników zgodnie ze

ality, national origin, health status, disability, sexual orientation, views or political attitudes, and any others defined by the laws in countries and locations where the Supplier operates.

- to endeavor to maintain equal opportunities among employees, while promoting them on the merit of qualifications and skills.
- to promote diversity, equal opportunities and inclusion.
- to pay attention to and respect internationally recognized human rights and to commit to compliance with these rights.
- not to do anything or refrain from doing anything in breach of duty that is directly capable of impairing a protected legal position (ILO Conventions No. 29, 87, 98, 100, 105, 111, 138, 182; International Covenant on Civil and Political Rights and on Economic, Social and Cultural Rights of December 19, 1966; Minamata Convention; Stockholm/POPs Convention; Basel Convention) in a particularly serious manner and the unlawfulness of which is obvious on a reasonable assessment of all the circumstances in consideration.
- to protect the rights of minorities and indigenous peoples.
- not to participate in land theft and to observe the ban on the unlawful eviction from land, forests, and waters when acquiring, building on, or otherwise using land, forests, and waters that serve as a person's livelihood.
- not to use forced or compulsory work or any form of slavery or practices similar to slavery, servitude or any other form of domination or oppression in the workplace in any form.
- to prevent abuse of power by contracted private or public security forces through proper selection, training and control.
- to explicitly condemn and prevent any physical punishment, threats or intimidation of employees.
- to explicitly prevent any form of child labor and to respect the regulations for minimum working

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standardami Międzynarodowej Organizacji Pracy (MOP).

- do zapewnienia, że wynagrodzenia, świadczenia socjalne i godziny pracy są odpowiednie i co najmniej zgodne z przepisami prawa obowiązującymi w siedzibie dostawcy i miejscu zatrudnienia.
- do poszanowania prawa każdej osoby do wolności zrzeszania się, uczestnictwa w negocjacjach zbiorowych i członkostwa w związkach zawodowych.
- do ochrony pracowników przed zagrożeniami w miejscu pracy, przestrzegania co najmniej krajowych przepisów BHP obowiązujących w siedzibie dostawcy i w miejscu zatrudnienia.
- do zmniejszania zagrożeń dla bezpieczeństwa i zdrowia poprzez techniczne środki ochronne, bezpieczne procesy pracy, konserwację zapobiegawczą, odpowiednią odzież ochronną, szkolenia, środki promujące zdrowie i inspekcje.
- do powstrzymywania się od szkód w środowisku, które naruszają podstawy ochrony i produkcji żywności, uniemożliwiają dostęp do wody pitnej i urządzeń sanitarnych lub szkodzą zdrowiu, na przykład poprzez szkodliwe zmiany gleby, zanieczyszczenie wody lub powietrza, emisję hałasu i/lub nadmierne zużycie wody.
- do nienaruszania praw własności osób trzecich (patentów, znaków towarowych itp.) oraz przestrzegania wszystkich krajowych i międzynarodowych przepisów dotyczących ochrony własności intelektualnej.
- nie brać udziału ani nie wspierać żadnych form korupcji, przyznawania korzyści lub przekupstwa.
- nie brać udziału ani nie wspierać żadnych form prania pieniędzy.
- unikać konfliktów interesów.
- przestrzegać krajowych i międzynarodowych zasad uczciwej konkurencji, w szczególności obowiązujących przepisów antymonopolowych i innych przepisów regulujących konkurencję.
- przestrzegać obowiązujących standardów rachunkowości i ujawniać informacje finansowe zgodnie z obowiązującymi przepisami krajowymi i międzynarodowymi.

### **3. Kontrola eksportu i sankcje gospodarcze**

age in accordance with the labor standards of the International Labor Organization (ILO).

- to ensure that wages, social benefits as well as working hours are appropriate and at least comply with the relevant statutory regulations in force at the Supplier's registered office and at the place of work.
- to respect the individual's right to freedom of association, participation in collective bargaining, and membership of labor unions.
- to protect employees against risks at the workplace, in particular to comply at least with the national occupational health and safety regulations applicable at the Supplier's registered office and at the place of work.
- to reduce safety and health risks by technological protection measures, safeguarding workflows, preventive maintenance, suitable protective clothing, training, health-enhancing measures, and controls.
- to refrain from environmental degradation that impairs the basis for the preservation and production of food, denies access to drinking water and sanitary facilities, or causes damage to health, for example through harmful soil change, water or air pollution, noise emission and/or excessive water consumption.
- to not violate the industrial property rights of third parties (patents, trademarks, etc.) as well as to comply with all nationally and internationally applicable intellectual property laws.
- not to participate in or support any form of corruption, of granting undue advantages or bribes.
- not to participate in or support any form of money laundering activities.
- to avoid conflicts of interests.
- to comply with national and international rules of fair competition, in particular applicable anti-trust laws and other laws regulating competition.
- to comply with applicable accounting standards and disclose financial information in accordance with applicable national and international regulations.

### **3. Export control and economic sanctions**

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Dostawca jest zobowiązany,

- przestrzegać sankcji gospodarczych oraz przepisów eksportowych i importowych w odniesieniu do
  - importu i eksportu towarów; transgranicznego transferu usług;
  - transgranicznego transferu sprzętu, oprogramowania i technologii (w tym danych technicznych);
  - transgranicznych transakcji kapitałowych i płatności.

#### 4. Ochrona danych

Dostawca jest zobowiązany,

- bardzo poważnie traktować ochronę i poufność danych osobowych lub innych przekazywanych mu/jej informacji.
- przestrzegać obowiązujących przepisów o ochronie danych, w szczególności europejskiego ogólnego rozporządzenia o ochronie danych (RODO).
- gromadzić i przetwarzanie dane osobowe w sposób poufny i wyłącznie w zakresie, w jakim istnieje konkretny, możliwy do zdefiniowania cel biznesowy, jedynie z zachowaniem obowiązujących przepisów prawa i regulacji.
- zachować prawa osobiste wszystkich zaangażowanych stron oraz chronić dane osobowe przed niewłaściwym wykorzystaniem i/lub nieuprawnionym dostępem

#### 5. Ochrona środowiska

Dostawca jest zobowiązany,

##### Zgodność z przepisami i zezwolenia środowiskowe

- przestrzegać wszystkich krajowych przepisów i wytycznych dotyczących ochrony środowiska oraz wprowadzić skuteczne procesy ich ciągłego monitorowania.
- posiadać wszystkie wymagane z punktu widzenia ochrony środowiska licencje i rejestracje dotyczące produkcji i eksploatacji oraz ich aktualizacje, a także zobowiązany jest do przestrzegania wymogów operacyjnych i sprawozdawczych.

#### Postępowanie z zasobami naturalnymi

The Supplier is required,

- to comply with economic sanctions as well as export and import laws with respect to
  - import and export of goods; cross-border transfer of services;
  - cross-border transfer of hardware, software and technologies (including technical specifications);
  - cross-border capital transactions and payments.

#### 4. Privacy and data protection

The Supplier is required,

- to take the protection and confidentiality of personal data and other information shared with him very seriously.
- to comply with all applicable privacy laws, especially the European General Data Protection Regulation (GDPR).
- to collect and process personal data in a confidential manner and only to the degree necessary for fulfilling a concrete and definable business purpose and only in compliance with all applicable laws and provisions.
- to preserve the personal rights of all parties involved and to protect personal data from misuse and / or unauthorized access.

#### 5. Environmental Management

The Supplier is required,

##### Compliance and environmental permits

- to comply with all applicable national laws and regulations regarding environmental management as well as introducing effective processes for monitoring changes and updates.
- to have all valid and required environmental permits, approvals and registrations for production and operations obtained, maintained and kept current. The Supplier will also follow the operational and reporting requirements which are part of the permits.

#### Management of natural resources

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- chronić naturalne ekosystemy i nie przyczyniać się do zmian, wylesiania lub degradacji lasów naturalnych i innych naturalnych ekosystemów.
- chronić lub (w miarę możliwości) poprawiać różnorodność biologiczną i jakość gleby.
- minimalizować, optymalizować lub (w miarę możliwości) unikać wykorzystywania zasobów naturalnych, takich jak woda, paliwa kopalne, minerały i produkty z lasów pierwotnych. Powinno to obejmować procedury i techniki, takie jak zmiana procesów produkcyjnych, procedur konserwacji i procedur zarządzania budynkami, zastępowanie materiałów, ponowne wykorzystanie i recykling.
- zapobiegać zanieczyszczeniom i szkodom dla środowiska (na wszystkich etapach produkcji i/lub świadczenia usług).

#### **Proaktywne podejście do ochrony środowiska**

- podejmować inicjatywy i działania (z uwzględnieniem stosunku kosztów do korzyści) w celu ograniczenia zużycia energii, surowców i wody (proaktywne podejście do efektywnego gospodarowania zasobami).
- podejmować inicjatywy i środki (biorąc pod uwagę stosunek kosztów do korzyści) w celu zminimalizowania emisji do powietrza, wody i gleby (proaktywne podejście do minimalizacji emisji).

#### **Odpady i ich redukcja**

(w szczególności odpady stałe inne niż niebezpieczne)

- do ustanowienia i obsługi wydajnego procesu, który skutecznie zapewnia identyfikację, sortowanie, redukcję, usuwanie lub transport/przekazywanie i recykling odpadów (stałych) zgodnie z obowiązującymi przepisami i prawami.
- do rozważenia możliwości i szans uniknięcia odpadów i ponownego wykorzystania/recyklingu dostarczanych produktów lub świadczonych usług. Najlepiej byłoby zastosować podejście oparte na cyklu życia (rozwój, produkcja, użytkowanie, koniec użytkowania i/lub recykling).
- do przestrzegania odpowiednich zakazów wywozu odpadów niebezpiecznych, w szczególności „Konwencji bazylejskiej o kontroli transgranicznego przemieszczania i usuwania odpadów niebezpiecznych z dnia 22 marca 1989 r.”.

- to protect natural ecosystems and not to contribute to the changing, deforestation, or damage of natural woodland and other natural ecosystems.
- to protect or (where applicable) improve biodiversity and soil quality.
- to minimize, optimimize or (where applicable) avoid the use of natural resources, including water, fossile fuels, minerals and virgin forest products. Here, approaches and practices such as, for example, modifying production, maintenance and facility processes, materials- substitution, reuse and recycling, can be applied.
- to prevent pollution and environmental incidents (during every phase of production and/or service delivery).

#### **Pro-active approach in environmental management**

- to develop initiatives and introduce measures (considering the cost-benefit ratio) reducing the use of energy, raw materials and water (pro-active approach to resource efficiency).
- to develop initiatives and introduce measures (considering the cost-benefit ratio) minimizing the emissions to air, water and soil (pro-active approach to emissions minimization).

#### **Waste and waste reduction**

(in particular non-hazardous and solid waste)

- to have an efficient operative process in place of characterizing, sorting, reducing, and disposing, forwarding, or recycling (solid) waste in accordance with the applicable regulations and laws.
- to consider, along the life cycle of the supplied products or services delivered (development, production, use, subsequent end-of-use / disposal), opportunities of reducing waste generated and opportunities of recycling and/or re-use.
- comply with relevant prohibitions on the export of hazardous waste, in particular the *"Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of March 22, 1989"*.

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## Zarządzanie wodą

- zapobiegać nadmiernemu zużyciu wody oraz promować stosowanie dalszy rozwój technologii oszczędzających wodę i technologii ponownego wykorzystania wody.
- określać, monitorować i kontrolować ścieki oraz, w stosownych przypadkach, oczyszczać je zgodnie ze specyfikacjami przed odprowadzeniem lub utylizacją.
- gospodarka wodna powinna obejmować dokumentację, identyfikację i monitorowanie źródeł wody (pochodzenia), wykorzystania wody i zrzutów wody.
- dostawca jest również zobowiązany do opracowania środków, które uwzględniają zrównoważone wykorzystanie wody w procesach planowania operacyjnego (gospodarka wodna). Powinno to między innymi obejmować uwzględnienie skutków operacyjnych możliwych niedoborów wody / niedoborów wody (w trakcie całego cyklu eksploatacji).

## Emisje do atmosfery i kontrola zanieczyszczenia powietrza

- wdrożenie i stosowanie wydajnego procesu, który skutecznie zapewnia regularne określanie i monitorowanie emisji do atmosfery chemikaliów organicznych, aerosoli, substancji żrących, cząstek stałych (drobny pył itp.), chemikaliów zubożających warstwę ozonową i produktów ubocznych spalania z operacji i produkcji. Należy podjąć środki w celu zminimalizowania tych emisji. Minimalnym celem jest tutaj zgodność z odpowiednimi krajowymi wymogami prawnymi.

## Zarządzanie energią i emisja gazów cieplarnianych

- celem monitorowania i zmniejszania zużycia energii oraz odpowiedniego Zakresu 1 (bezpośrednie emisje CO<sub>2</sub>) i Zakresu 2 (pośrednie emisje CO<sub>2</sub>) jako ekwiwalentów CO<sub>2</sub> oraz promowanie oszczędnego nabywania, wykorzystywania i dalszego rozwoju energooszczędnych technologii.
- dążenie do przejścia na odnawialne źródła energii.
- dążenie do neutralności klimatycznej w Zakresie 1 i Zakresie 2.

## Water Management

- to prevent excessive water consumption and to support the implementation and continued development of technologies for conserving and/or re-using of water.
- to characterize, monitor and control wastewater and, if applicable, to treat as required before discharge or disposal.
- The water management initiatives shall also comprise documenting, characterizing, and monitoring water sources, use and discharge.
- The Supplier is also requested to strive for initiatives of water management and sustainable use of water in operational planning, i.e. by taking water stress assessments in operations (throughout the life cycle) into consideration.

## Air emissions and clean air

- to have an efficient operative process in place, conducting periodic characterization and monitoring of air emissions of organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations. Measures need to be taken to minimize these emissions. The minimum goal is the compliance with national legal requirements.

## Energy management and greenhouse gas emissions

- to monitor and minimize energy consumption and relevant Scope 1 (direct CO<sub>2</sub> emissions) and Scope 2 (indirect CO<sub>2</sub> emissions) CO<sub>2</sub> equivalents to support cost-effective purchasing, implementation and continued development of energy efficient technologies.
- to strive for the conversion to renewable energy sources.
- to strive for climate neutrality in scope 1 and scope 2.

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## 6. Zakazane substancje i zarządzanie chemikaliami

Dostawca jest zobowiązany,

- postępować zgodnie z wytycznymi zawartymi w poniższych konwencjach:
  - Konwencja z Minamaty (wykorzystanie rtęci),
  - Konwencja Sztokholmska (trwałe zanieczyszczenia organiczne).
- spełniać wymagania „normy środowiskowej Hengst” (norma firmy Hengst, BN 13.09). Dokument ten można pobrać z sekcji „Zakupy” na stronie [www.hengst.com](http://www.hengst.com):  
<https://www.hengst.com/pl/firma/dostawcy>.
- norma środowiskowa Hengst (BN 13.09) podsumowuje substancje/klasy substancji, które w celu ochrony ludzi i środowiska nie mogą być zawarte w materiałach lub komponentach lub tylko wtedy, gdy można udowodnić, że równoważne substancje niekrytyczne nie są dostępne z ekologicznego i ekonomicznego punktu widzenia. Decyzja o użyciu jest podejmowana po dokonaniu oceny potencjalnego ryzyka, z uwzględnieniem konkretnego zastosowania.

W przypadku produktów i usług (procesów usługowych), które są dostarczane do Hengst lub świadczone na rzecz Hengst, dostawca zobowiązuje się

- do identyfikacji/scharakteryzowania substancji podlegających zgłoszeniu (BN 13.09, ust. 10), oraz
- nie używać substancji zabronionych (BN 13.09, ust. 10).

### Zarządzanie chemikaliami

Dostawca jest zobowiązany do wdrożenia wydajnych procesów operacyjnych,

- które umożliwiają identyfikację chemikaliów i innych substancji, które mogą stanowić zagrożenie w przypadku uwolnienia do środowiska. Stosowanie tych zidentyfikowanych chemikaliów i innych substancji musi zostać

## 6. Prohibited substances and chemical management

The Supplier is required,

- to comply with the requirements laid down in the following conventions:
  - the Minamata Convention on Mercury,
  - the Stockholm Convention on Persistent Organic Pollutants.
- to comply with the requirements of the „Hengst Environmental Standard” (Hengst Technical Standard, BN 13.09). This document is available for download at [www.hengst.com](http://www.hengst.com), section „Suppliers“:  
<https://www.hengst.com/en/company/suppliers>.
- In this environmental standard (BN 13.09), substances / substance classes are compiled, which, for the protection of people and the environment, must not be contained in materials or components, or may only be contained in materials or components if substances which are comparable and uncritical from an environmental and economic point of view, are verifiably not available. The decision to use them is only taken after an assessment of the potential risks with regard to the specific application.

For products and services (service processes performed) which are supplied or provided to Hengst, the Supplier undertakes,

- to identify / characterize substances which require a registration (BN 13.09, section 10), and
- not to utilize / use prohibited substances (BN 13.09, section 10).

### Chemical Management

The Supplier is required to have efficient operative processes in place,

- which identify chemicals and other substances, which are potentially harmful substances if released into the environment. The application of these chemicals and other substances identified,

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- zminimalizowane. Należy przeanalizować stosowanie substancji zastępczych (o niższym potencjale zagrożenia).
- które posługują jako system zarządzania materiałami niebezpiecznymi umożliwiający bezpieczną obsługę, transport, przechowywanie, recykling, ponowne wykorzystanie i usuwanie takich materiałów.

## 7. Minerały z regionów ogarniętych konfliktami

### Definicja

Minerały z regionów ogarniętych konfliktami to tantal, cyna, złoto i wolfram, które są wydobywane w Demokratycznej Republice Konga i na sąsiednich obszarach.

### Sprawozdawczość dotycząca minerałów z regionów ogarniętych konfliktami (CMRT)

Dostawca jest zobowiązany,

- niezwłocznie zgłaszać Hengst wszelkie przypadki użycia i wykrycia użycia, a także oznaki możliwego użycia minerałów z regionów ogarniętych konfliktami w częściach, komponentach, materiałach lub produktach dostarczanych Hengst (BN 13.09, pkt 10.11). Raportowanie do Hengst powinno odbywać się przy użyciu aktualnie obowiązującego szablonu CMRT\* (Inicjatywy na rzecz Odpowiedzialnych Minerałów).

\* CMRT = szablon sprawozdawczy dotyczący minerałów z regionów ogarniętych konfliktami (<http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>)

## 8. Realizacja

Ogólne wyniki w zakresie zrównoważonego rozwoju można poprawić jedynie poprzez wspólny i ciągły rozwój dostawców oraz konsekwentne zarządzanie dostawcami i poddostawcami.

Dostawca jest zobowiązany,

- przestrzegać wymogów określonych w niniejszym Kodeksie postępowania dla dostawców, identyfikować istniejące zagrożenia i

- shall be minimized. The application of substitutes (with lower hazard potential) shall be considered
- which serve as a management system for hazardous materials enabling safe handling, transport, storage recycling, reuse, and disposal of such materials.

## 7. Conflict Minerals

### Definition

Conflict minerals are tantalum, tin, gold and tungsten, which are mined from the Democratic Republic of Congo and neighboring areas.

### Conflict Minerals Reporting (CMRT)

The Supplier is required,

- to immediately report every application and every discovered application and the evidence of a possible use of conflict minerals in parts, components, materials or products delivered to Hengst (BN 13.09, section 10.11). The reporting to Hengst shall be made by using the most recent CMRT\* template by the Responsible Minerals Initiative.

\* CMRT = Conflict Minerals Reporting Template (<http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>)

## 8. Implementation

Total sustainability performance will be improved only by a common and continuous Supplier development as well as a consistent Supplier- and sub-supplier management.

The Supplier is required,

- to comply with the requirements outlined in this Supplier Code of Conduct and to adequately address them along its supply chain, to identify risks

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podejmować odpowiednie środki w celu ich wyeliminowania.

Tego samego oczekujemy od naszych dostawców,

- że odpowiednio spełniają wymogi określone w niniejszym Kodeksie postępowania dla dostawców w całym swoim łańcuchu dostaw i uczestniczą w analizach ryzyka i środkach zapobiegawczych swoich dostawców.

Zapewniamy szkolenia i dalszą edukację w zakresie przestrzegania i wdrażania naszych oczekiwów wynikających z niniejszego Kodeksu postępowania dla dostawców i chcielibyśmy prowadzić konstruktywną wymianę informacji z naszymi dostawcami.

Zastrzegamy sobie prawo do regularnego sprawdzania zgodności z niniejszym Kodeksem postępowania dla dostawców, prosząc dostawcę o dokonanie samooceny zrównoważonego rozwoju dostawcy, przeprowadzanie audytów dostawców i podejmowanie innych odpowiednich środków kontroli, a dostawca jest zobowiązany do współpracy w miarę swoich możliwości.

Wszelkie (potencjalne) naruszenia wymogów określonych w niniejszym Kodeksie postępowania dla dostawców można zgłaszać za pośrednictwem kanału sprawozdawczego na naszej stronie internetowej

(<https://www.hengst.com/pl/firma/compliance>), który jest otwarty dla wszystkich pracowników i osób trzecich. Kanał zgłaszania jest ogólnodostępny, może być używany w różnych językach i umożliwia anonimowe zgłaszanie naruszeń, jeśli jest to pożądane. Opublikowaliśmy kodeks postępowania, który opisuje proces składania i przetwarzania zgłoszeń w Hengst.

Tego samego oczekujemy od naszych dostawców,

- że ustanawiają również mechanizm składania skarg we własnym łańcuchu dostaw i zapewniają ochronę informatorom działającym w dobrej wierze.
- że wspierają nas w wyjaśnianiu (potencjalnych) naruszeń niniejszego Kodeksu postępowania dla dostawców.
- że współpracują przy podejmowaniu działań naprawczych w rozsądnych ramach czasowych.

and to take adequate measures to eliminate such risks.

We also expect from our Supplier,

- to appropriately address the requirements set out in this Supplier Code of Conduct along its supply chain and to participate in risk analyses and preventive measures by its Suppliers.

We will provide trainings on compliance with and implementation of our expectations from this Supplier Code of Conduct and look forward to a constructive exchange with our Suppliers.

We reserve the right to regularly verify compliance with this Supplier Code of Conduct by requesting the Supplier to carry out a self-assessment of its Supplier sustainability, by conducting Supplier audits and by taking other appropriate control measures and the Supplier is required to cooperate to the best of its ability.

Any (potential) breaches of the requirements set out in this policy can be reported via the reporting channel on our company website

(<https://www.hengst.com/en/company/compliance>), which is available to all employees and third parties. The reporting channel is freely accessible, can be used in various languages and allows anonymous reporting if desired. We have published a guideline that describes the process for submitting and processing reports at Hengst.

We expect from our Supplier,

- to also set up a complaint's procedure in its own supply chain and to ensure the protection of the whistleblower.
- to support us in investigating (potential) violations of this Supplier Code of Conduct.
- to cooperate in initiating remedial measures within a reasonable timeframe.

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W zależności od wagi naruszenia zastrzegamy sobie prawo do odpowiedniej reakcji, począwszy od prośby o niezwłoczne naprawienie naruszenia, poprzez opracowanie wspólnej koncepcji czasowej w celu zminimalizowania lub zakończenia naruszenia, aż, w ostateczności, po rozwiązanie relacji biznesowej.

Depending on the severity of the violation, we reserve the right to take appropriate action, from requesting the immediate elimination of the violation to developing a joint, time-bound concept for minimizing or ending the violation to terminating the business relationship as a last resort.

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## **Bestätigung Verhaltenskodex für Lieferanten**

### **Confirmation Supplier Code of Conduct**

### **Potwierdzenie Kodeks postępowania dla dostawców**

**Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.**

*Please send the completed and signed document by email to your purchasing contact at Hengst.*

*Prosimy o przesłanie wypełnionego i podpisanego dokumentu pocztą elektroniczną do osoby kontaktowej ds. zakupów w firmie Hengst.*

DUNS Nummer / Numer DUNS / <i>DUNS number:</i>	
Firmenname / Nazwa firmy / <i>company name:</i>	
Adresse / Adres / address:	

Hiermit bestätigen wir den Empfang und die Einhaltung des **Verhaltenskodex für Lieferanten** von Hengst.

*We hereby confirm the receipt of and adherence to the **Supplier Code of Conduct** of Hengst.*

*Niniejszym potwierdzamy otrzymanie i przestrzeganie **Kodeksu postępowania dla dostawców** firmy Hengst.*

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*Name in block letters:*

Unterschrift / Podpis / signature: \*

\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

*This confirmation must be signed by duly authorized representatives of the supplier.*

*Niniejsze potwierdzenie musi zostać podpisane przez należycie upoważnionych przedstawicieli dostawcy.*

## **Erklärung zum Verhaltenskodex für Lieferanten**

### **Gleichwertigkeit der Verhaltenskodizes**

*Declaration to the Supplier Code of Conduct*  
*Equivalence of code of conducts*

*Deklaracja dotycząca kodeksu postępowania dla dostawców*  
*Równoważność kodeksów postępowania*

**Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.**

*Please send the completed and signed document by email to your purchasing contact at Hengst.*

*Prosimy o przesłanie wypełnionego i podписанego dokumentu pocztą elektroniczną do osoby kontaktowej ds. zakupów w firmie Hengst*

DUNS Nummer / Numer DUNS / DUNS number:	
Firmenname / Nazwa firmy / company name:	
Adresse / Adres / address:	

Hengst SE i jej spółki stowarzyszone zgodnie z § 15 AktG („Grupa Hengst”) oczekują od swoich dostawców przestrzegania zasad społecznych, etycznych i ekologicznych określonych w **Kodeksie postępowania dla dostawców** Grupy Hengst („Kodeks Hengst”).

Kodeks postępowania Hengst jest dostępny do pobrania pod adresem

<https://www.hengst.com/pl/firma/compliance>

**Dostawca ustanowił własne wytyczne/kodeksy dotyczące zasad społecznych, etycznych i ekologicznych w swoim obszarze działalności, dlatego nie chce potwierdzać zgodności z Kodeksem Hengst.**

**W związku z tym dostawca oświadcza,**

- że ustanowił własne wytyczne/kodeksy w swoich obszarach działalności i w swoim łańcuchu dostaw, których treść jest zasadniczo taka sama lub porównywalna z treścią Kodeksu Hengst, oraz

Hengst SE and its affiliated companies according to § 15 AktG (German Stock Cooperation Act) (“Hengst Group”) expect their suppliers to comply with the social, ethical, and environmental principles set out in the **Supplier Code of Conduct** of the Hengst-Group (“Hengst-Code”).

The Hengst-Code is available for download at:

<https://www.hengst.com/en/company/compliance>

**The supplier established its own guidelines/codes on social, ethical, and ecological principles in its business area, and therefore does not wish to confirm compliance with the Hengst-Code.**

**The supplier therefore declares,**

- that it established own guidelines/codices in its business areas and in its supply chain the contents of which are essentially the same as or comparable with the contents of the Hengst-Code, and

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- że dastosowuje swoje działania biznesowe do własnych wytycznych/kodeksów.
- that it aligns its business activities with these own guidelines/codices.

W przypadku naruszenia powyższych oświadczeń Grupa Hengst zastrzega sobie prawo do odpowiedniej reakcji, począwszy od żądania natychmiastowego usunięcia naruszenia, poprzez opracowanie wspólnej, ograniczonej w czasie koncepcji zminimalizowania lub zakończenia naruszenia, aż, w ostateczności, po zakończenie relacji biznesowej.

In the event of a breach of the above statements and declarations, the Hengst Group shall have the right to take appropriate action, from requesting the immediate elimination of the breach to developing a joint time-bound concept for minimizing or ending the breach to terminating the business relationship as a last resort.

**Hiermit bestätigen wir die Richtigkeit unserer vorstehenden Erklärungen.**

**We hereby confirm the correctness of our above declarations.**

**Niniejszym potwierdzamy, że powyższe oświadczenia są zgodne z prawdą.**

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\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

*This confirmation shall be signed by duly authorized representatives of the supplier.*

*Niniejsze potwierdzenie musi zostać podpisane przez należycie upoważnionych przedstawicieli dostawcy.*

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## Erklärung zum Verhaltenskodex für Lieferanten

### Einhaltung der Mindestanforderungen

*Declaration to the Supplier Code of Conduct*  
*Compliance with minimum requirements*

*Deklaracja w sprawie Kodeksu postępowania dla dostawców*  
*Zgodność z minimalnymi wymaganiami*

**Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.**

*Please send the completed and signed document by email to your purchasing contact at Hengst.*

*Prosimy o przesłanie wypełnionego i podписанego dokumentu pocztą elektroniczną do osoby kontaktowej ds. zakupów w firmie Hengst*

DUNS Nummer / Numer DUNS / <i>DUNS number:</i>	
Firmenname / Nazwa firmy / <i>company name:</i>	
Adresse / Adres / address:	

Hengst SE i jej spółki stowarzyszone zgodnie z § 15 AktG („Grupa Hengst”) oczekują od swoich dostawców przestrzegania zasad społecznych, etycznych i ekologicznych określonych w **Kodeksie postępowania dla dostawców** Grupy Hengst („Kodeks Hengst”).

Kodeks postępowania Hengst jest dostępny do pobrania pod adresem

<https://www.hengst.com/pl/firma/compliance>

**Dostawca nie chce potwierdzać zgodności z Kodeksem Hengst ani nie posiada własnych wytycznych/kodów, których treść jest zasadniczo taka sama lub porównywalna z treścią Kodeksów Hengst.**

**W związku z tym dostawca oświadcza,**

- że spełnia minimalne wymagania społeczne, etyczne i środowiskowe wymienione poniżej („Minimalne wymagania Kodeksu Hengst”) i przekazuje je w swoim łańcuchu dostaw, oraz
- że w pełni dostosowuje swoje działania biznesowe do tych minimalnych wymagań.

**Minimalne wymagania Kodeks Hengst:**

Hengst SE and its affiliated companies according to § 15 AktG (German Stock Cooperation Act) (“Hengst Group”) expect their suppliers to comply with the social, ethical, and environmental principles set out in the **Supplier Code of Conduct** of the Hengst-Group (“Hengst-Code”). The Hengst-Code is available for download at:

<https://www.hengst.com/en/company/compliance>

**The Supplier does not wish to confirm compliance with the Hengst-Code, nor does it have own guidelines/codes the contents of which are essentially the same as or comparable with the contents of the Hengst-Code.**

**The supplier therefore declares,**

- that it complies with the social, ethical, and environmental minimum requirements listed below (“Minimum Requirements Hengst-Code”), and passes them on in its supply chain, and
- fully aligns its business activities with these minimum requirements.

**Minimum Requirements Hengst-Code:**

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**Dostawca zobowiązuje się,**

- a) zapobiegać wszelkim formom zatrudniania dzieci i przestrzegać lokalnych przepisów prawnych dotyczących minimalnego wieku pracowników zgodnie z wymogami rządowymi.
- b) nie stosować pracy przymusowej lub obowiązkowej ani żadnych form niewolnictwa lub praktyk podobnych do niewolnictwa, poddaństwa lub jakichkolwiek innych form dominacji lub ucisku w miejscu pracy w jakiejkolwiek formie.
- c) nie tolerować dyskryminacji ze względu na wiek, płeć, kolor skóry, pochodzenie etniczne lub społeczne, narodowość, pochodzenie narodowe, stan zdrowia, niepełnosprawność, religię, orientację seksualną, ideologię lub poglądy polityczne lub jakikolwiek inny rodzaj dyskryminacji.
- d) chronić praw mniejszości i ludności rdzennej
- e) nie brać udziału ani nie wspierać żadnych form korupcji, przyznawania korzyści lub przekupstwa.
- f) nie brać udziału ani nie wspierać żadnych form prania pieniędzy.
- g) przestrzegać przepisów dotyczących eksportu i importu.
- h) chronić pracowników przed zagrożeniami w miejscu pracy i przestrzegać co najmniej lokalnych krajowych przepisów BHP obowiązujących w miejscu zatrudnienia.
- i) przestrzegać co najmniej lokalnych przepisów ustawowych obowiązujących w miejscu zatrudnienia w odniesieniu do wynagrodzeń, świadczeń socjalnych i godzin pracy.
- j) W przypadku naruszenia wyżej wymienionych oświadczeń Grupa Hengst zastrzega sobie prawo do odpowiedniej reakcji, począwszy od żądania natychmiastowego usunięcia naruszenia, poprzez opracowanie wspólnej, ograniczonej w czasie koncepcji zminimalizowania lub zakończenia naruszenia, aż, w ostateczności, po zakończenie relacji biznesowej.

**The supplier undertakes,**

- a) to prohibit all forms of child labor and to respect local legal regulations on the minimum working age in accordance with government requirements.
- b) not to use forced or compulsory work or any form of slavery or practices similar to slavery, servitude or other forms of domination or oppression in the workplace in any form.
- c) not to tolerate discrimination based on age, gender, skin color, ethnic or social origin, nationality, national origin, health status, disability, religion, sexual orientation, views or political attitudes or any other form of discrimination.
- d) to protect the rights of minorities and indigenous peoples.
- e) not to participate in or support any form of corruption, granting of advantages or bribery.
- f) not to participate in or support any form of money laundering.
- g) to comply with export and import laws.
- h) to protect employees against risks in the workplace and to comply with at least the local national health and safety regulations applicable at the place of employment.
- i) to comply with at least the local legal regulations applicable at the place of employment with regard to wages, social benefits and working hours.
- j) In the event of a breach of the above statements and declarations, the Hengst Group shall have the right to take appropriate action, from requesting the immediate elimination of the breach to developing a joint time-bound concept for minimizing or ending the breach to terminating the business relationship as a last resort.

**Hiermit bestätigen wir die Richtigkeit unserer vorstehenden Erklärungen.**

**We hereby confirm the correctness of our above declarations.**

**Niniejszym potwierdzamy, że powyższe oświadczenia są zgodne z prawdą.**

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\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

*This confirmation shall be signed by duly authorized representatives of the supplier.*

*Niniejsze potwierdzenie musi zostać podpisane przez należycie upoważnionych przedstawicieli dostawcy.*

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## Codul de conduită pentru furnizori

## Supplier Code of Conduct

### 1. Principii de durabilitate

Sustenabilitatea și sensibilizarea față de mediu sunt elemente de bază ale valorilor și culturii corporative ale Hengst. De asemenea, Hengst așteaptă de la furnizorii săi această atitudine antreprenorială de bază și comportamentul derivat din aceasta.

Hengst promovează dezvoltarea durabilă a lanțului de aprovizionare. Prin urmare, următoarele principii de durabilitate sunt cerințe pentru furnizorii noștri ("Furnizor"). Respectarea acestor principii reprezintă o bază esențială a relației de afaceri cu Hengst SE și societățile afiliate acesteia în conformitate cu §§ 15 ff. AktG ("Hengst" sau "noi" sau "ne").

Aici ne referim la:

- Declarația Universală a Drepturilor Omului a Organizației Națiunilor Unite (ONU) - *de la 10 decembrie 1948*;
- Cele 10 principii ale Pactului global al Organizației Națiunilor Unite (ONU) - *la 25 septembrie 2015*;
- Principiile directoare privind întreprinderile și drepturile omului ale Organizației Națiunilor Unite (ONU) - *începând cu 16 iunie 2011*;
- Orientările OCDE pentru întreprinderile multinaționale (OCDE) - *la 08/06/2023*;
- Cele 10 standarde fundamentale de muncă ale Organizației Internaționale a Muncii (OIM) - *Convențiile nr. 87 (1948), nr. 98 (1949), nr. 29 (1930 + Protocolul din 2014), nr. 105 (1957), nr. 100 (1951), nr. 111 (1958), nr. 138 (1973), nr. 182 (1999), nr. 155 (1981), nr. 187 (2009)*;
- Pactul internațional cu privire la drepturile civile și politice (ONU) - *începând cu 19 decembrie 1966*;
- Pactul internațional cu privire la drepturile economice, sociale și culturale (ONU) - *începând cu 16 decembrie 1966*.

### 2. Drepturile omului și standardele de muncă

Furnizorul este obligat,

### 1. Sustainable principles

Sustainability and environmental awareness are at the core of Hengst corporate values and culture. This corporate attitude and conduct are also expected from the Suppliers of Hengst.

Hengst promotes sustainable development throughout its supply chain. Therefore, the following sustainable principles are requirements for our Suppliers ("Supplier"). Compliance with these principles is the essential basis for a business relationship with Hengst SE and its affiliated companies according to sec. 15 et seq. AktG [German Stock Corporation Act] ("Hengst" or "we" or "us").

We refer to:

- Universal Declaration of Human Rights of the United Nations (UN) - *Status 10/12/1948*;
- The 10 principles of the United Nations Global Compact (UN) - *Status 25/09/2015*;
- Guiding Principles on Business and Human Rights of the United Nations (UN) – *Status 16/06/2011*;
- OECD Guidelines for Multinational Enterprises (OECD) – *Status 08/06/2023*;
- The 10 core labor Standards of the International Labor Organization (ILO) – *Conventions No. 87 (1948), No. 98 (1949), No. 29 (1930 + protocol of 2014), No. 105 (1957), No. 100 (1951), No. 111 (1958), No. 138 (1973), No. 182 (1999), No. 155 (1981), No. 187 (2009)*;
- International Covenant on Civil and Political Rights (UN) – *Status 19/12/1966*;
- International Covenant on Economic, Social and Cultural Rights (UN) - *Status 16/12/1966*.

### 2. Human rights and labor standards

The Supplier is required,

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- să nu tolereze discriminarea bazată pe vârstă, sex, culoarea pielii, origine etnică sau socială, naționalitate, ascendență națională, stare de sănătate, handicap, religie, orientare sexuală, ideologie sau opinii politice sau orice alt tip de discriminare în conformitate cu legislația țărilor și locațiilor în care își desfășoară activitatea furnizorul.
- să asigure egalitatea de șanse pentru angajați și să îi selecteze și promoveze pe baza calificărilor și competențelor lor.
- diversitate, egalitate și incluziune.
- să respecte și să susțină drepturile omului recunoscute la nivel internațional și să militeze pentru respectarea acestora.
- să nu facă sau să se abțină de la a face ceva care încalcă o datorie și care este direct de natură să afecteze o situație juridică protejată într-un mod deosebit de grav (Convențiile OIM nr. 29, 87, 98, 100, 105, 111, 138, 182; Pactul internațional cu privire la drepturile civile și politice și la drepturile economice, sociale și culturale din 19 decembrie 1966; Convenția Minamata; Convenția de la Stockholm/POPs; Convenția de la Basel) și a cărui ilegalitate este evidentă în urma unei evaluări rezonabile a tuturor circumstanțelor în cauză.
- să protejeze drepturile minorităților și ale populațiilor indigene.
- să nu se angajeze în furtul de terenuri și să respecte interdicția de defrișare ilegală a terenurilor, pădurilor și apelor atunci când achiziționează, dezvoltă sau utilizează în alt mod terenuri, păduri și ape care servesc la subsistența unei persoane.
- să nu recurgă sub nicio formă la munca forțată sau obligatorie sau la orice formă de sclavie sau practici similare sclaviei, servitucci sau oricărei alte forme de dominare sau opresiune la locul de muncă.
- Prevenirea abuzului de putere de către forțele de securitate publice sau private contractate prin selecție, formare și control adecvate.
- to not tolerate any discrimination based on age, gender, skin color, ethnic or social origin, nationality, national origin, health status, disability, sexual orientation, views or political attitudes, and any others defined by the laws in countries and locations where the Supplier operates.
- to endeavor to maintain equal opportunities among employees, while promoting them on the merit of qualifications and skills.
- to promote diversity, equal opportunities and inclusion.
- to pay attention to and respect internationally recognized human rights and to commit to compliance with these rights.
- not to do anything or refrain from doing anything in breach of duty that is directly capable of impairing a protected legal position (ILO Conventions No. 29, 87, 98, 100, 105, 111, 138, 182; International Covenant on Civil and Political Rights and on Economic, Social and Cultural Rights of December 19, 1966; Minamata Convention; Stockholm/POPs Convention; Basel Convention) in a particularly serious manner and the unlawfulness of which is obvious on a reasonable assessment of all the circumstances in consideration.
- to protect the rights of minorities and indigenous peoples.
- not to participate in land theft and to observe the ban on the unlawful eviction from land, forests, and waters when acquiring, building on, or otherwise using land, forests, and waters that serve as a person's livelihood.
- not to use forced or compulsory work or any form of slavery or practices similar to slavery, servitude or any other form of domination or oppression in the workplace in any form.
- to prevent abuse of power by contracted private or public security forces through proper selection, training and control.

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- condamnă și împiedică în mod expres orice pedeapsă fizică, amenințare și hărțuire a angajaților.
- să prevină orice formă de muncă a copiilor și să respecte reglementările privind vârsta minimă a angajaților în conformitate cu standardele Organizației Internaționale a Muncii (OIM).
- se asigură că salariile, beneficiile sociale și orele de lucru sunt adecvate și respectă cel puțin reglementările legale în vigoare la sediul social și la locul de muncă al furnizorului.
- să respecte dreptul fiecărei persoane la libertatea de asociere, participarea la negocierile collective și afilierea la sindicate.
- pentru a proteja angajații împotriva pericolelor de la locul de muncă, să respecte cel puțin reglementările naționale privind sănătatea și securitatea aplicabile la sediul furnizorului și la locul de muncă.
- Reducerea riscurilor pentru siguranță și sănătate prin măsuri tehnice de protecție, procese de lucru sigure, întreținere preventivă, îmbrăcăminte de protecție adecvată, formare, măsuri de promovare a sănătății și inspecții.
- să se abțină de la deteriorarea mediului care afectează baza pentru conservarea și producția de alimente, interzice accesul la apă potabilă și la instalații sanitare sau dăunează sănătății, cum ar fi prin modificarea dăunătoare a solului, poluarea apei sau a aerului, emisiile de zgomot și/sau consumul excesiv de apă.
- să nu încalce niciun drept de proprietate al terților (brevete, mărci comerciale etc.) și să respecte toate legile aplicabile la nivel național și internațional pentru protecția proprietății intelectuale.
- să nu participe sau să nu sprijine nicio formă de corupție, de acordare de avantaje sau de mită.
- să nu participe și să nu sprijine nicio formă de spălare de bani.
- evitarea conflictelor de interes.
- to explicitly condemn and prevent any physical punishment, threats or intimidation of employees.
- to explicitly prevent any form of child labor and to respect the regulations for minimum working age in accordance with the labor standards of the International Labor Organization (ILO).
- to ensure that wages, social benefits as well as working hours are appropriate and at least comply with the relevant statutory regulations in force at the Supplier's registered office and at the place of work.
- to respect the individual's right to freedom of association, participation in collective bargaining, and membership of labor unions.
- to protect employees against risks at the workplace, in particular to comply at least with the national occupational health and safety regulations applicable at the Supplier's registered office and at the place of work.
- to reduce safety and health risks by technological protection measures, safeguarding workflows, preventive maintenance, suitable protective clothing, training, health-enhancing measures, and controls.
- to refrain from environmental degradation that impairs the basis for the preservation and production of food, denies access to drinking water and sanitary facilities, or causes damage to health, for example through harmful soil change, water or air pollution, noise emission and/or excessive water consumption.
- to not violate the industrial property rights of third parties (patents, trademarks, etc.) as well as to comply with all nationally and internationally applicable intellectual property laws.
- not to participate in or support any form of corruption, of granting undue advantages or bribes.
- not to participate in or support any form of money laundering activities.
- to avoid conflicts of interests.

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- să respecte normele naționale și internaționale de concurență loială, în special legislația anti-trust aplicabilă și alte legi care reglementează concurența.
- Societatea trebuie să respecte standardele contabile aplicabile și să publice informații financiare în conformitate cu reglementările naționale și internaționale aplicabile.

### 3. Controlul exporturilor și sancțiunile economice

Furnizorul este obligat,

- să respecte sancțiunile economice și legile privind exportul și importul în ceea ce privește
  - Importul și exportul de bunuri; transferul transfrontalier de servicii;
  - Transferul transfrontalier de hardware, software și tehnologii (inclusiv date tehnice);
  - tranzacții de capital și plăți transfrontaliere.

### 4. Protecția datelor

Furnizorul este obligat,

- să ia foarte în serios protecția și confidențialitatea datelor cu caracter personal sau a altor informații care îi sunt furnizate.
- pentru a respecta legislația aplicabilă privind protecția datelor, în special Regulamentul General European privind protecția datelor (GDPR).
- să colecteze și să prelucreze datele cu caracter personal în mod confidențial și numai în măsura în care există un scop comercial specific și definibil și, ulterior, în conformitate cu legile și reglementările aplicabile.
- pentru a proteja drepturile personale ale tuturor părților implicate și pentru a proteja datele cu caracter personal împotriva utilizării abuzive și/sau a accesului neautorizat.

- to comply with national and international rules of fair competition, in particular applicable anti-trust laws and other laws regulating competition.
- to comply with applicable accounting standards and disclose financial information in accordance with applicable national and international regulations.

### 3. Export control and economic sanctions

The Supplier is required,

- to comply with economic sanctions as well as export and import laws with respect to
  - import and export of goods; cross-border transfer of services;
  - cross-border transfer of hardware, software and technologies (including technical specifications);
  - cross-border capital transactions and payments.

### 4. Privacy and data protection

The Supplier is required,

- to take the protection and confidentiality of personal data and other information shared with him very seriously.
- to comply with all applicable privacy laws, especially the European General Data Protection Regulation (GDPR).
- to collect and process personal data in a confidential manner and only to the degree necessary for fulfilling a concrete and definable business purpose and only in compliance with all applicable laws and provisions.
- to preserve the personal rights of all parties involved and to protect personal data from misuse and / or unauthorized access.

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## 5. Protecția mediului

Furnizorul este obligat,

### Autorizații de conformitate și de mediu

- să respecte toate legile și orientările naționale referitoare la protecția mediului și să introducă procese eficiente pentru monitorizarea continuă a acestora.
- să dețină toate licențele și înregistrările relevante din punct de vedere ecologic pentru producție și exploatare și să le mențină la zi, precum și să respecte cerințele de exploatare și de raportare.

### Gestionarea resurselor naturale

- să protejeze ecosistemele naturale și să nu contribue la alterarea, defrișarea sau degradarea pădurilor naturale și a altor ecosisteme naturale.
- protejarea sau (acolo unde este posibil) îmbunătățirea biodiversității și a calității solului.
- minimizarea, optimizarea sau (acolo unde este posibil) evitarea utilizării resurselor naturale, cum ar fi apa, combustibilii fosili, mineralele și produsele din păduri virgine. Aceasta ar trebui să implice proceduri și tehnici precum modificarea proceselor de producție, a procedurilor de întreținere și a procedurilor de gestionare a clădirilor, înlocuirea, reutilizarea și reciclarea materialelor.
- prevenirea poluării și a daunelor aduse mediului (în toate etapele de producție și / sau de furnizare a serviciilor).

### Abordare proactivă a protecției mediului

- să ia inițiative și măsuri (luând în considerare raportul cost / beneficiu) pentru a reduce consumul de energie, materii prime și apă (abordare proactivă a utilizării eficiente a resurselor).
- să ia inițiative și măsuri (luând în considerare raportul cost / beneficiu) pentru a reduce la

## 5. Environmental Management

The Supplier is required,

### Compliance and environmental permits

- to comply with all applicable national laws and regulations regarding environmental management as well as introducing effective processes for monitoring changes and updates.
- to have all valid and required environmental permits, approvals and registrations for production and operations obtained, maintained and kept current. The Supplier will also follow the operational and reporting requirements which are part of the permits.

### Management of natural resources

- to protect natural ecosystems and not to contribute to the changing, deforestation, or damage of natural woodland and other natural ecosystems.
- to protect or (where applicable) improve biodiversity and soil quality.
- to minimize, optimize or (where applicable) avoid the use of natural resources, including water, fossile fuels, minerals and virgin forest products. Here, approaches and practices such as, for example, modifying production, maintenance and facility processes, materials- substitution, reuse and recycling, can be applied.
- to prevent pollution and environmental incidents (during every phase of production and/or service delivery).

### Pro-active approach in environmental management

- to develop initiatives and introduce measures (considering the cost-benefit ratio) reducing the use of energy, raw materials and water (pro-active approach to resource efficiency).
- to develop initiatives and introduce measures (considering the cost-benefit ratio) minimizing

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minimum emisiile în aer, apă și sol (abordare proactivă pentru reducerea emisiilor).

### Deșeuri și reducerea deșeurilor

(în special deșeuri solide nepericuloase)

- Stabilirea și funcționarea unui proces eficient care să asigure în mod eficace identificarea, sortarea, reducerea, eliminarea sau transportul / transferul și reciclarea deșeurilor (solide) în conformitate cu reglementările și legile aplicabile.
- Luați în considerare posibilitățile și oportunitățile de evitare a deșeurilor și de reutilizare/reciclare a produselor furnizate sau a serviciilor prestate. În mod ideal, ar trebui aplicată o abordare bazată pe ciclul de viață (dezvoltare, producție, utilizare, sfârșit de utilizare și/sau reciclare).
- să respecte interdicțiile relevante privind exportul de deșeuri periculoase, în special "Convenția de la Basel privind controlul transporturilor transfrontaliere de deșeuri periculoase și eliminarea acestora din 22 Martie 1989".

### Gestionarea apei

- să prevină consumul excesiv de apă și să promoveze utilizarea și dezvoltarea în continuare a tehnologiilor de economisire a apei și a tehnologiilor de reutilizare a apei.
- Determinarea, monitorizarea și controlul apelor reziduale și, după caz, tratarea acestora în conformitate cu specificațiile înainte de evacuare sau eliminare.
- Gestionarea apei ar trebui să includă documentarea, identificarea și monitorizarea surselor de apă (originea), utilizarea apei și evacuarea apei.
- De asemenea, se solicită furnizorului să elaboreze măsuri care să includă utilizarea durabilă a apei în procesele de planificare operațională (gestionarea apei). Acest lucru ar trebui să includă, de asemenea, luarea în considerare a efectelor operaționale ale posibilelor penurii de apă / sarcinii de apă (evaluarea ciclului de viață).

the emissions to air, water and soil (pro-active approach to emissions minimization).

### Waste and waste reduction

(in particular non-hazardous and solid waste)

- to have an efficient operative process in place of characterizing, sorting, reducing, and disposing, forwarding, or recycling (solid) waste in accordance with the applicable regulations and laws.
- to consider, along the life cycle of the supplied products or services delivered (development, production, use, subsequent end-of-use / disposal), opportunities of reducing waste generated and opportunities of recycling and/or re-use.
- comply with relevant prohibitions on the export of hazardous waste, in particular the "*Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of March 22, 1989*".

### Water Management

- to prevent excessive water consumption and to support the implementation and continued development of technologies for conserving and/or re-using of water.
- to characterize, monitor and control wastewater and, if applicable, to treat as required before discharge or disposal.
- The water management initiatives shall also comprise documenting, characterizing, and monitoring water sources, use and discharge.
- The Supplier is also requested to strive for initiatives of water management and sustainable use of water in operational planning, i.e. by taking water stress assessments in operations (throughout the life cycle) into consideration.

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### Emisiile în aerul înconjurător și controlul poluării aerului

- să introducă și să exploateze un proces eficient care să asigure în mod eficace determinarea și monitorizarea periodică a emisiilor în aerul înconjurător de substanțe chimice organice, aerosoli, substanțe corozive, particule (praf fin etc.), substanțe chimice care diminuează stratul de ozon și subproduse de ardere rezultate din operațiuni și producție. Trebuie luate măsuri pentru a minimiza aceste emisii. Obiectivul minim în acest caz este conformitatea cu cerințele legale naționale respective.

### Gestionarea energiei și emisiile de gaze cu efect de seră

- să monitorizeze și să reducă consumul de energie și emisiile de CO de domeniul 1 (emisii directe de CO ) și de domeniul 2 (emisii indirecte de CO ) ca echivalent CO și să promoveze achiziționarea, utilizarea și dezvoltarea în continuare a tehnologiilor eficiente din punct de vedere energetic.
- să depună eforturi pentru a trece la surse de energie regenerabile.
- Vizați neutralitatea climatică în domeniul de aplicare 1 și domeniul de aplicare 2.

## 6. Interzicerea substanțelor și gestionarea substanțelor chimice

Furnizorul este obligat,

- să urmărească liniile directoare din următoarele convenții:
  - Convenția de la Minamata (utilizarea mercurului),
  - Convenția de la Stockholm (poluanți organici persistenti).
- respectă cerințele "Standardului de mediu Hengst" (standardul companiei Hengst, BN 13.09). Acest document poate fi descărcat din secțiunea "Achiziții" la adresa [www.hengst.com](http://www.hengst.com):  
<https://www.hengst.com/en/company/suppliers>

### Air emissions and clean air

- to have an efficient operative process in place, conducting periodic characterization and monitoring of air emissions of organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations. Measures need to be taken to minimize these emissions. The minimum goal is the compliance with national legal requirements.

### Energy management and greenhouse gas emissions

- to monitor and minimize energy consumption and relevant Scope 1 (direct CO<sub>2</sub> emissions) and Scope 2 (indirect CO<sub>2</sub> emissions) CO<sub>2</sub> equivalents to support cost-effective purchasing, implementation and continued development of energy efficient technologies.
- to strive for the conversion to renewable energy sources.
- to strive for climate neutrality in scope 1 and scope 2.

## 6. Prohibited substances and chemical management

The Supplier is required,

- to comply with the requirements laid down in the following conventions:
  - the Minamata Convention on Mercury,
  - the Stockholm Convention on Persistent Organic Pollutants.
- to comply with the requirements of the „Hengst Environmental Standard“ (Hengst Technical Standard, BN 13.09). This document is available for download at [www.hengst.com](http://www.hengst.com), section „Suppliers“:  
<https://www.hengst.com/en/company/suppliers>.

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- Standardul de mediu Hengst (BN 13.09) rezumă substanțele/clasele de substanțe care, pentru a proteja oamenii și mediul, fie nu trebuie să fie conținute în materiale sau componente, fie numai dacă se poate dovedi că nu sunt disponibile substanțe echivalente non-critice din punct de vedere ecologic și economic. Decizia privind utilizarea se ia după evaluarea riscurilor potențiale, luând în considerare aplicația specifică.

Pentru produsele și serviciile (procese de servicii) care sunt livrate către Hengst sau furnizate pentru Hengst, furnizorul se angajează să

- să numească substanțele declarabile (BN 13.09, alineatul 10) și
- să nu utilizeze substanțe interzise (BN 13.09, alineatul 10).

### Gestionarea substanțelor chimice

Furnizorul este obligat să introducă și să aplique procese eficiente,

- identificarea eficientă a substanțelor chimice și a altor substanțe care pot prezenta un risc dacă sunt eliberate în mediu. Utilizarea acestor substanțe chimice și a altor substanțe identificate trebuie să fie redusă la minimum. Trebuie examinată utilizarea substanțelor de substituție (cu un potențial de pericol mai scăzut).
- care asigură gestionarea substanțelor periculoase, astfel încât substanțele periculoase să poată fi manipulate, transportate, depozitate, reprocesate sau reutilizate și eliminate în condiții de siguranță, utilizând proceduri adecvate.

## 7. Minerale de conflict

### Definiția

- In this environmental standard (BN 13.09), substances / substance classes are compiled, which, for the protection of people and the environment, must not be contained in materials or components, or may only be contained in materials or components if substances which are comparable and uncritical from an environmental and economic point of view, are verifiably not available. The decision to use them is only taken after an assessment of the potential risks with regard to the specific application.

For products and services (service processes performed) which are supplied or provided to Hengst, the Supplier undertakes,

- to identify / characterize substances which require a registration (BN 13.09, section 10), and
- not to utilize / use prohibited substances (BN 13.09, section 10).

### Chemical Management

The Supplier is required to have efficient operative processes in place,

- which identify chemicals and other substances, which are potentially harmful substances if released into the environment. The application of these chemicals and other substances identified, shall be minimized. The application of substitutes (with lower hazard potential) shall be considered
- which serve as a management system for hazardous materials enabling safe handling, transport, storage recycling, reuse, and disposal of such materials.

## 7. Conflict Minerals

### Definition

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Mineralele conflictuale sunt tantal, staniu, aur și tungsten, care sunt extrase din Republica Democrată Congo și din zonele învecinate.

#### Raportarea mineralelor din conflicte (CMRT)

Furnizorul este obligat,

- să raporteze imediat către Hengst orice utilizare și orice utilizare detectată, precum și indicii privind o posibilă utilizare a mineralelor de conflict în piese, componente, materiale sau produse furnizate către Hengst (BN 13.09, punctul 10.11). Raportarea către Hengst ar trebui să se facă utilizând modelul CMRT\* valabil în prezent (al Inițiativei pentru Minerale Responsabile).

\* CMRT = Conflict Minerals Reporting Template (<http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>)

## 8. Realizare

Performanța globală în materie de sustenabilitate poate fi îmbunătățită numai prin dezvoltarea comună și continuă a furnizorilor și prin gestionarea consecventă a furnizorilor și a sub-furnizorilor.

Furnizorul este obligat,

- să respecte cerințele stabilite în prezentul Cod de conduită pentru furnizori, să identifice riscurile existente și să ia măsurile adecvate pentru eliminarea acestor riscuri.

Același lucru îl așteptăm și de la furnizorii noștri,

- că abordează în mod corespunzător cerințele stabilite în prezentul Cod de conduită pentru furnizori de-a lungul lanțului său de aprovizionare și participă la analizele de risc și la măsurile preventive luate de furnizorii săi.

Vom oferi formare și educație suplimentară privind respectarea și punerea în aplicare a așteptărilor noastre de la acest Cod de conduită pentru furnizori și

Conflict minerals are tantalum, tin, gold and tungsten, which are mined from the Democratic Republic of Congo and neighboring areas.

#### Conflict Minerals Reporting (CMRT)

The Supplier is required,

- to immediately report every application and every discovered application and the evidence of a possible use of conflict minerals in parts, components, materials or products delivered to Hengst (BN 13.09, section 10.11). The reporting to Hengst shall be made by using the most recent CMRT\* template by the Responsible Minerals Initiative.

\* CMRT = Conflict Minerals Reporting Template (<http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>)

## 8. Implementation

Total sustainability performance will be improved only by a common and continuous Supplier development as well as a consistent Supplier- and sub-supplier management.

The Supplier is required,

- to comply with the requirements outlined in this Supplier Code of Conduct and to adequately address them along its supply chain, to identify risks and to take adequate measures to eliminate such risks.

We also expect from our Supplier,

- to appropriately address the requirements set out in this Supplier Code of Conduct along its supply chain and to participate in risk analyses and preventive measures by its Suppliers.

We will provide trainings on compliance with and implementation of our expectations from this Supplier

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dorim să avem un dialog constructiv cu furnizorii noștri.

Ne rezervăm dreptul de a verifica periodic conformitatea cu prezentul Cod de conduită al furnizorilor, solicitând furnizorului să își autoevalueze sustenabilitatea, să efectueze audituri ale furnizorilor și să ia alte măsuri de control adecvate, iar furnizorul este obligat să coopereze în măsura posibilităților sale.

Orice încălcare (potențială) a cerințelor stabilite în prezentul Cod de conduită pentru furnizori poate fi raportată prin intermediul canalului de raportare de pe site-ul web al companiei noastre (<https://www.hengst.com/en/company/compliance>), care este deschis tuturor angajaților și terților. Canalul de raportare este liber accesibil, poate fi utilizat în diferite limbi și permite raportarea anonimă, dacă se dorește. Am publicat un Cod de conduită care descrie procesul de depunere și procesare a rapoartelor la Hengst.

Așteptăm același lucru de la furnizorul nostru,

- să stabilească de asemenea, un mecanism de reclamații în propriul lanț de aprovizionare și să asigure protecția avertizorului.
- pentru a ne sprijini în investigarea (potențialelor) încălcări ale prezentului Cod de conduită al furnizorului.
- să coopereze în vederea adoptării de măsuri corective într-un termen rezonabil.

În funcție de gravitatea încălcării, ne rezervăm dreptul de a răspunde în mod corespunzător, de la o solicitare de remediere imediată a încălcării, la elaborarea unui concept comun cu termene limită pentru a minimiza sau a pune capăt încălcării, până la închetarea relației de afaceri ca ultimă soluție.

Code of Conduct and look forward to a constructive exchange with our Suppliers.

We reserve the right to regularly verify compliance with this Supplier Code of Conduct by requesting the Supplier to carry out a self-assessment of its Supplier sustainability, by conducting Supplier audits and by taking other appropriate control measures and the Supplier is required to cooperate to the best of its ability.

Any (potential) breaches of the requirements set out in this policy can be reported via the reporting channel on our company website (<https://www.hengst.com/en/company/compliance>), which is available to all employees and third parties. The reporting channel is freely accessible, can be used in various languages and allows anonymous reporting if desired. We have published a guideline that describes the process for submitting and processing reports at Hengst.

We expect from our Supplier,

- to also set up a complaint's procedure in its own supply chain and to ensure the protection of the whistleblower.
- to support us in investigating (potential) violations of this Supplier Code of Conduct.
- to cooperate in initiating remedial measures within a reasonable timeframe.

Depending on the severity of the violation, we reserve the right to take appropriate action, from requesting the immediate elimination of the violation to developing a joint, time-bound concept for minimizing or ending the violation to terminating the business relationship as a last resort.

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**Bestätigung Verhaltenskodex für Lieferanten****Confirmation Supplier Code of Conduct****Confirmarea Codului de conduită al furnizorului**

Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.

Please send the completed and signed document by email to your purchasing contact at Hengst.

Vă rugăm să trimiteți documentul completat și semnat prin e-mail către persoana de contact pentru achiziții de la Hengst.

DUNS Nummer / Numărul DUNS / DUNS number:	
Firmenname / Numele firmei / company name:	
Adresse / Adresa / Address:	

Hiermit bestätigen wir den Empfang und die Einhaltung des **Verhaltenskodex für Lieferanten** von Hengst.

We hereby confirm the receipt of and adherence to the **Supplier Code of Conduct** of Hengst.

Prin prezenta confirmăm primirea și aderarea la **Codul de conduită al furnizorului** Hengst.

Ort, Datum / Locație, dată / Location, date:

Name in Druckbuchstaben /

Numele cu majuscule /

Name in block letters:

Unterschrift / Semnătură / signature: \*

\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

This confirmation must be signed by duly authorized representatives of the supplier.

Această confirmare trebuie să fie semnată de reprezentanții autorizați ai furnizorului.

## Erklärung zum Verhaltenskodex für Lieferanten

### Gleichwertigkeit der Verhaltenskodizes

*Declaration to the Supplier Code of Conduct*

*Equivalence of code of conducts*

*Declarație privind codul de conduită al furnizorului*

*Echivalența codurilor de conduită*

**Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.**

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DUNS Nummer / Numărul DUNS / DUNS number:	
Firmenname / Numele firmei / company name:	
Adresse / Adresa / Address:	

Hengst SE și societățile sale afiliate în conformitate cu secțiunea 15 AktG ("Grupul Hengst") se așteaptă ca furnizorii lor să respecte principiile sociale, etice și ecologice stabilite în **Codul de conduită pentru furnizori** al Grupului Hengst ("Codul Hengst").

Codul de conduită Hengst este disponibil pentru descărcare la adresa:

<https://www.hengst.com/en/company/compliance>

**Furnizorul și-a stabilit propriile orientări / coduri privind principiile sociale, etice și ecologice în domeniul său de activitate, motiv pentru care nu dorește să confirme conformitatea cu Codul Hengst.**

**Prin urmare, furnizorul declară,**

- că și-a stabilit propriile orientări/coduri în domeniile sale de activitate și în lanțul său de aprovizionare, al căror conținut este în esență același sau comparabil cu conținutul Codului Hengst; și

Hengst SE and its affiliated companies according to § 15 AktG (German Stock Cooperation Act) ("Hengst Group") expect their suppliers to comply with the social, ethical, and environmental principles set out in the **Supplier Code of Conduct** of the Hengst-Group ("Hengst-Code").

The Hengst-Code is available for download at:

<https://www.hengst.com/en/company/compliance>

**The supplier established its own guidelines/codes on social, ethical, and ecological principles in its business area, and therefore does not wish to confirm compliance with the Hengst-Code.**

**The supplier therefore declares,**

- that it established own guidelines/codices in its business areas and in its supply chain the contents of which are essentially the same as or comparable with the contents of the Hengst-Code, and

- că își aliniază activitățile de afaceri cu propriile orientări / coduri.
- that it aligns its business activities with these own guidelines/codices.

În cazul unei încălcări a declarațiilor de mai sus, Grupul Hengst își rezervă dreptul de a răspunde în mod corespunzător, de la solicitarea rectificării imediate a încălcării, la dezvoltarea unui concept comun cu termen limită pentru a minimiza sau a pune capăt încălcării, până la încetarea relației de afaceri ca ultimă soluție.

In the event of a breach of the above statements and declarations, the Hengst Group shall have the right to take appropriate action, from requesting the immediate elimination of the breach to developing a joint time-bound concept for minimizing or ending the breach to terminating the business relationship as a last resort.

**Hiermit bestätigen wir die Richtigkeit unserer vorstehenden Erklärungen.**

**We hereby confirm the correctness of our above declarations.**

**Prin prezenta confirmăm corectitudinea declarațiilor noastre de mai sus.**

Ort, Datum / Locație, dată / Location, date:

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Name in Druckbuchstaben /

Numele cu majuscule /

Name in block letters:

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Unterschrift / Semnătură / signature: \*

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\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

*This confirmation shall be signed by duly authorized representatives of the supplier.*

*Această confirmare va fi semnată de reprezentanții autorizați ai furnizorului.*

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## Erklärung zum Verhaltenskodex für Lieferanten

### Einhaltung der Mindestanforderungen

*Declaration to the Supplier Code of Conduct*  
*Compliance with minimum requirements*

*Declarație privind Codul de conduită al furnizorului*  
*Conformitatea cu cerințele minime*

**Bitte senden Sie das ausgefüllte und unterzeichnete Dokument per E-Mail an Ihren Einkaufskontakt bei Hengst.**  
**Please send the completed and signed document by email to your purchasing contact at Hengst.**  
**Vă rugăm să trimiteți documentul completat și semnat prin e-mail către persoana de contact pentru achiziții de la Hengst.**

DUNS Nummer / Numărul DUNS / DUNS number:	
Firmenname / Numele firmei / company name:	
Adresse / Adresa / Address:	

Hengst SE și societățile sale afiliate în conformitate cu secțiunea 15 AktG ("Grupul Hengst") se așteaptă ca furnizorii lor să respecte principiile sociale, etice și ecologice stabilite în **Codul de conduită pentru furnizori** al Grupului Hengst ("Codul Hengst").

Codul de conduită Hengst este disponibil pentru descărcare la adresa:

<https://www.hengst.com/en/company/compliance>

**Furnizorul nu dorește să confirme conformitatea cu Codul Hengst și nici nu are propriile sale orientări / coduri al căror conținut este în esență același sau comparabil cu conținutul Codurilor Hengst.**

**Prin urmare, furnizorul declară,**

- că respectă cerințele minime sociale, etice și de mediu enumerate mai jos ("Cerințe minime ale Codului Hengst") și că le transmite în lanțul său de aprovizionare; și
- că își aliniază pe deplin activitățile comerciale la aceste cerințe minime.

Hengst SE and its affiliated companies according to § 15 AktG (German Stock Cooperation Act) ("Hengst Group") expect their suppliers to comply with the social, ethical, and environmental principles set out in the **Supplier Code of Conduct** of the Hengst-Group ("Hengst-Code"). The Hengst-Code is available for download at:

<https://www.hengst.com/en/company/compliance>

**The Supplier does not wish to confirm compliance with the Hengst-Code, nor does it have own guidelines/codes the contents of which are essentially the same as or comparable with the contents of the Hengst-Code.**

**The supplier therefore declares,**

- that it complies with the social, ethical, and environmental minimum requirements listed below ("Minimum Requirements Hengst-Code"), and passes them on in its supply chain, and
- fully aligns its business activities with these minimum requirements.

**Cerințe minime cod Hengst:**

Furnizorul se angajează să,

- a) sa previna toate formele de muncă a copiilor și sa respecte reglementările legale locale privind vârsta minimă a angajaților, în conformitate cu cerințele guvernamentale.
- b) să nu recurgă sub nicio formă la muncă forțată sau obligatorie sau la orice formă de sclavie sau practici similare sclaviei, servitujii sau oricărei alte forme de dominare sau opresiune la locul de muncă.
- c) să nu tolereze discriminarea bazată pe vîrstă, sex, culoarea pielii, origine etnică sau socială, naționalitate, origine națională, stare de sănătate, handicap, religie, orientare sexuală, ideologie sau opinii politice sau orice alt tip de discriminare.
- d) să protejeze drepturile minorităților și ale populațiilor indigene.
- e) să nu participe sau să nu sprijine nicio formă de corupție, de acordare de avantaje sau de mită.
- f) să nu participe și să nu sprijine nicio formă de spălare de bani.
- g) să respecte legislația privind exportul și importul.
- h) să protejeze angajații de pericolele de la locul de muncă și să respecte cel puțin reglementările naționale locale în materie de sănătate și siguranță aplicabile la locul de muncă.
- i) să respecte cel puțin reglementările legale locale în vigoare la locul de muncă în ceea ce privește salariile, prestațiile sociale și timpul de lucru.

În cazul unei încălcări a declarațiilor menționate mai sus, Grupul Hengst își rezervă dreptul de a răspunde în mod corespunzător, de la solicitarea rectificării imediate a încălcării la dezvoltarea unui concept comun cu termen limită pentru a minimiza sau a pune capăt încălcării până la închiderea relației de afaceri ca ultimă soluție.

**Minimum Requirements Hengst-Code:**

The supplier undertakes,

- a) to prohibit all forms of child labor and to respect local legal regulations on the minimum working age in accordance with government requirements.
- b) not to use forced or compulsory work or any form of slavery or practices similar to slavery, servitude or other forms of domination or oppression in the workplace in any form.
- c) not to tolerate discrimination based on age, gender, skin color, ethnic or social origin, nationality, national origin, health status, disability, religion, sexual orientation, views or political attitudes or any other form of discrimination.
- d) to protect the rights of minorities and indigenous peoples.
- e) not to participate in or support any form of corruption, granting of advantages or bribery.
- f) not to participate in or support any form of money laundering.
- g) to comply with export and import laws.
- h) to protect employees against risks in the workplace and to comply with at least the local national health and safety regulations applicable at the place of employment.
- i) to comply with at least the local legal regulations applicable at the place of employment with regard to wages, social benefits and working hours.

In the event of a breach of the above statements and declarations, the Hengst Group shall have the right to take appropriate action, from requesting the immediate elimination of the breach to developing a joint time-bound concept for minimizing or ending the breach to terminating the business relationship as a last resort.

**Hiermit bestätigen wir die Richtigkeit unserer vorstehenden Erklärungen.**

**We hereby confirm the correctness of our above declarations.**

**Prin prezenta confirmăm corectitudinea declarațiilor noastre de mai sus.**

Ort, Datum / Locație, dată / Location, date:

Name in Druckbuchstaben /

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Name in block letters:

Unterschrift / Semnătură / signature: \*

\* Diese Bestätigung muss von ordnungsgemäß bevollmächtigten Vertretern des Lieferanten unterzeichnet werden.

This confirmation shall be signed by duly authorized representatives of the supplier.

Această confirmare va fi semnată de reprezentanții autorizați ai furnizorului.

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