

Code of Conduct

for suppliers and business partners

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Issued by:	Aebi Schmidt Holding AG Leutschenbachstrasse 52 8050 Zurich Switzerland
Contact:	compliance@aebi-schmidt.com
Glossary:	Code of Conduct, hereinafter «CoC» Suppliers and business partners, hereinafter «partners»

1. Aebi Schmidt Group and Compliance Programme

The Aebi Schmidt Group is a global leader of smart product systems and services for the treatment of mission-critical infrastructural and agricultural areas. The range of products comprises our own vehicles as well as innovative attachable and demountable devices for individual vehicle equipment. The Aebi Schmidt Group offers an extensive range of products throughout the world for summer and winter maintenance, as well as snow-clearing and de-icing solutions for airports and railways. Decades of wide-ranging and global experience make the companies in the Aebi Schmidt Group the ideal partners for demanding clients who expect top-quality service. The Aebi Schmidt Group maintains global production, logistics as well as sales and service organisations, which are managed at an operational level by Aebi Schmidt Holding AG.

The Aebi Schmidt Group is committed to the United Nations Global Compact principles in the areas of human rights, labour standards, environmental protection and anti-corruption. The Aebi Schmidt Group also complies with the working standards set out in the conventions of the International Labour Organisation. Lastly, the Aebi Schmidt Group observes the binding guidelines for responsible conduct outlined in this CoC and has therefore committed its employees to corresponding core principles via an Employee Code of Conduct. This CoC for suppliers and business partners subsequently represents the external element of the Aebi Schmidt Group's compliance programme.

2. Scope

The companies in the Aebi Schmidt Group («Aebi Schmidt») expect their suppliers and business partners (including business partners with an intermediary or representative function, which work in a sales support capacity in the interests of or on behalf of Aebi Schmidt, e.g. dealers, importers, joint venture partners, etc., collectively referred to as «partners») and their employees to act responsibly and to undertake to comply with the core principles outlined in this CoC. Partners shall also implement the core principles set out in this CoC with their own suppliers

and business partners in an appropriate way and monitor their compliance.

Aebi Schmidt reserves the right, in individual cases, having given prior notice and in the presence of representatives of the partner, to use experts to check compliance with the requirements at the partner's premises, in accordance with applicable law.

3. Corporate responsibility

Human rights

Partners shall respect and uphold the globally applicable regulations for the protection of human rights as fundamental and general standards. This includes, in particular, that partners shall not use any forced labour or child labour. Partners shall comply with the regulations set out in ILO Conventions 138 and 182 relating to the minimum age for the employment of children.

Equal opportunities and non-discrimination

Partners shall not discriminate against anyone on the grounds of their ethnic, national or social origin, skin colour, gender, religion, ideology, age, disability, sexual orientation, political views, insofar as these are based on democratic principles and tolerance of other opinions, or any other characteristics protected by law, insofar as this does not conflict with mandatory law.

Freedom of association

The fundamental right of all employees to join unions and employee representative bodies shall be recognised. Where this right is restricted by local laws, alternative lawful options to allow employees to have a say should be promoted.

Product safety

Partners shall always comply with all applicable product safety regulations and standards and in particular the legal requirements relating to safety, labelling and packaging, as well as to the use of hazardous substances and materials.

Occupational health and safety

Partners shall adhere to the applicable legal requirements for occupational health and safety. They shall support the further devel-

opment and improvement of working conditions. Working hours shall at least be in line with the minimum standard set out in respective national laws.

Minimum wage

Partners shall ensure that their employees receive adequate remuneration, which is at least equal to the legal minimum.

Environmental and climate protection

Partners shall take responsibility for environmental and climate protection and comply with any legal requirements.

4. Transparent business relationships

Avoiding conflicts of interest

Partners shall make decisions solely on the basis of objective criteria and not allow themselves to be influenced by personal interests and relationships.

Anti-corruption

Partners shall not tolerate any corruption. They shall ensure that their employees, subcontractors, agents or representatives do not grant, offer or accept bribes, kickbacks, improper expenses or other improper payments to or from customers, public officials or other third parties.

Gifts, invitations

Partners shall not offer Aebi Schmidt employees or third parties improper benefits, either directly or indirectly, in the form of gifts, hospitality or invitations in order to exert undue influence. They shall also not request or accept such improper benefits.

The state as a customer, dealing with public authorities

When dealing with governments, authorities and public bodies, partners shall comply strictly with any legal requirements. When taking part in public tenders, they shall comply with the respective legal requirements and the rules on free and fair competition.

Consultants and intermediaries

Partners shall only use consultants and intermediaries in accordance with applicable laws. They shall particularly ensure that re-

muneration is only paid to consultants or intermediaries for consultancy or intermediary services actually provided and that the remuneration is proportionate to the service provided.

5. Fair market conduct

Free competition

Partners shall comply with applicable anti-trust laws. They shall, in particular, not enter into any anti-competitive agreements with competitors, suppliers or customers and not abuse any dominant market position that may exist.

Export control

Partners shall ensure compliance with all applicable laws relating to the import and export of goods, services and information.

Money laundering

Partners shall only conduct business relationships with business partners when they are confident about their integrity. They shall ensure that applicable legal anti-money laundering provisions are not infringed.

Business information

If and when partners publish business data, they shall report their business activities truthfully and in accordance with applicable laws.

6. Data protection, trade secrets and company assets

Data protection

Partners shall comply with all applicable laws relating to the protection of the personal data of employees, customers, suppliers and other stakeholders.

Protection of know-how, patents, company and trade secrets

Partners shall respect the know-how, patents, company and trade secrets of Aebi Schmidt and third parties. They shall not disclose such information to third parties without prior explicit written consent or in any other unlawful way.

Handling of company assets

Partners shall respect the tangible and non-tangible assets of Aebi Schmidt and third parties and not use them for dishonest or non-business-related purposes. They shall also ensure that their employees, subcontractors, intermediaries and consultants do not damage or misuse – i.e. use in a way that is contrary to the interests of Aebi Schmidt – any assets belonging to Aebi Schmidt.

7. Legal consequences for partners of violations of the CoC

Should a partner not comply with the principles set out in this CoC, then Aebi Schmidt shall be entitled to end the business relationship with that partner via an extraordinary termination. Aebi Schmidt may, at its discretion, waive such consequences and apply alternative measures, if the partner provides credible evidence that they have introduced immediate countermeasures to avoid future violations.