



Compliance guidelines for legal transactions with companies of the juwi group juwi AG · Energie-Allee 1 · 55286 Wörrstadt · for all companies of the juwi Group

1. Contractual basis

The following compliance guidelines apply to contractors of deliveries and services of all kinds (hereinafter referred to as the "order") to or for companies of the juwi group (hereinafter referred to as the "principal"), unless special contractual agreements to the contrary have been made.

Generally, everyone who works for a company of the juwi Group is obliged to comply with the applicable and relevant laws, ordinances, standards and regulations.

2. Antitrust law and prevention of corruption

2.1 If the order was preceded by the submission of offers to the principal, for which the contractor has entered into an agreement that constitutes an illegal restriction of competition or an anti-competitive concerted practice, whether with competitors, with employees of the principal or with third parties, the contractor shall pay to the principal a lump sum compensation of 15% of the net order value, unless the contractor can prove a damage of a different amount. The obligation stated in sentence 1 shall also apply in the event the contract has been or will be terminated or has already been fulfilled.

2.2 If, in connection with the planning, awarding and/or processing of an order, employees or agents of the principal have been granted demonstrably undue advantages (in particular in accordance with the applicable criminal and/or administrative offences), the contractor shall pay to the principal a contractual penalty of 5% of the net order value, unless the contractor can prove damages of a different amount. Section 2.1 sentence 2 shall apply accordingly.

2.3 Sections 2.1 and 2.2 shall also apply mutatis mutandis if a subcontractor of the contractor has entered into or is entering into an agreement covered by section 2.1 or has granted inadmissible advantages within the meaning of 2.4 of section 2.2 and the contractor was aware of this or could have been aware of it.

2.4 In the cases mentioned in sections 2.1 to 2.3, the principal is entitled to withdraw from the contract or, in the case of continuing obligations, to terminate the contract without notice for good cause. The other legal or contractual rights and claims of the principal remain unaffected.

2.5 The contractor is obliged to check immediately after the conclusion of the commissioning whether employment or service relationships (on whatever basis, in particular as an employee, as a freelancer (service provider, consultant etc.)) or on a mini-job basis) of employees of the principal, their family members or of persons with whom an employee of the principal lives in a household exist in their company in such areas that were or are entrusted with the acquisition (distribution), the provision and/or the invoicing of the deliveries and services intended for the principal. Such employment or service relationships must be reported to the principal in writing without undue delay and without being asked.

3. Reporting of infringements, Whistle-blower Hotline (WBHL)

Notwithstanding the above reporting obligation within the scope of the contractual relationship, all violations or suspected violations may be reported at any time to krusen@feigen-graf.de or to compliance@juwi.de. The reports will be treated as strictly confidential. All data received in connection with a report will be treated as strictly confidential in accordance with the applicable laws on data protection.

4. Combating corruption

The principal expects the contractor to have an effective Compliance Management System (CMS), which as a core component includes effective precautions against corruption, not only through payments of money but also through in-kind contributions and invitations. The principal assumes that these precautions are not limited to mere regulations, but that they are also applied in practice and their application is regularly checked and documented. The contractor must provide the principal with information on their CMS on request.

5. Human and labour rights

5.1 The principal expects the contractor to observe the basic human and labour rights contained in international conventions of the United Nations (UN), the International Labour Organisation (ILO), the Organisation for Economic Cooperation and Development (OECD) as well as the UN Global Compact and the National Action Plan Implementation of the UN Guiding Principles for Business and Human Rights. The contractor shall ensure that their subcontractors also commit themselves to this and comply with it.

The principal expects the contractor to enable their employees to form employee representative bodies and to negotiate collective working conditions and wages in compliance with national laws. The contractor shall ensure that their subcontractors also commit themselves to this and comply with it.

5.2 The contractor is also obliged vis-a-vis the principal to comply with the applicable national laws for the protection of human and labour rights and the obligations arising from the laws on minimum wage - in Germany these are the MiLoG (Mindestlohngesetz; Minimum Wage Act) and the law on the posting of workers (AEntG; Arbeitnehmer-Entsendegesetz; Posting of Workers Act) - and the collective bargaining provisions applicable to the contractor's business.

5.3 Insofar as the service to be rendered by the contractor falls within the scope of application of a state law on the observance of collective bargaining agreements and minimum wage or another law which provides for the payment of a minimum wage for services assigned to the contractor,

the contractor undertakes to grant the minimum wage provided for therein to his employees deployed in the execution of the service and to grant the rights of information and inspection provided for therein for the principal. Furthermore, the contractor undertakes to oblige subcontractors to comply with the aforementioned regulations with regard to their employees and to vouch for compliance with this obligation.

5.4 Should the contractor violate one or more of the obligations set forth in sections 5.1 to 5.3, the principal is entitled, subject to any other rights that may exist, to set a reasonable grace period for the contractor to fulfil the relevant obligations. If this period expires without result, the principal is entitled to terminate the contract without notice and to claim damages instead of performance. Sentences 1 and 2 shall apply accordingly if a subcontractor violates the legal provisions set forth in sections 5.1, 5.2 and 5.3 and the contractor knew or could have known of this.

5.5 The contractor shall indemnify the principal from all claims asserted against the principal by employees of the contractor for violation of the provisions of a law on collective bargaining and minimum wages - in Germany these are MiLoG and/or AEntG (Mindestlohngesetz; Minimum Wage Act and Arbeitnehmer-Entsendegesetz; Posting of Workers Act). For contractors based in Germany it applies that in the internal relationship with the principal the contractor assumes in particular the obligations which the principal and contractor have according to § 13 MiLoG or § 14 AEntG solely and in full.

5.6 If the Contractor commissions subcontractors, they shall indemnify the principal against all claims asserted against the principal due to violation by such subcontractors of the provisions of a state law on the observance of collective bargaining agreements and minimum wage - in Germany these are MiLoG and/or AEntG (Mindestlohngesetz; Minimum Wage Act and Arbeitnehmer-Entsendegesetz; Posting of Workers Act). For contractors based in Germany it applies that in the internal relationship with the principal the contractor assumes in particular the obligations which the principal and contractor have according to § 13 MiLoG or § 14 AEntG solely and in full. The same applies to the commissioning of lenders under the AÜG (Arbeitnehmerüberlassungsgesetz; Temporary Employees Act) with regard to claims of social security funds pursuant to § 28e para. 3a) to f) SGB IV (Sozialgesetzbuch IV; Book IV of the German Social Code).

6. Environmental protection, climate and sustainability

6.1 The principal expects the contractor to keep negative effects on the environment as low as possible, to comply fully with the relevant environmental regulations and to answer enquiries regarding environmentally related product properties within a reasonable period of time.

6.2 Furthermore, the principal expects the contractor to continuously improve the climate and environmental compatibility of their deliveries and services, to sustainably reduce the natural resources (energy, water and raw materials) taking into account economic aspects, to avoid waste as far as possible, to recycle it without harm or to dispose of it in a way that is compatible with the public good, to commit to the climate protection goals applicable to them and to develop their own ambitious environmental goals and key figures from these and to disclose these as well as recognised key figures, such as the total energy consumption in MWh and/or CO₂ emissions in tons, to the principal on request.

6.3 The contractor shall ensure that their subcontractors also commit themselves to and comply with sections 6.1 and 6.2.

6.4 In the event of a breach by the contractor of the applicable national environmental laws or of Section 6.3, the principal shall be entitled, subject to any other rights that may be applicable, to set a reasonable period of grace for the contractor to fulfil the relevant obligations. If this period expires without result, the principal is entitled to terminate the contract without notice and to claim damages instead of performance. Sentences 1 and 2 shall apply accordingly if a subcontractor violates environmental laws and the contractor knew or could have known of this.

7. Money laundering

In order to prevent the smuggling of illegally obtained funds (money laundering), the principal expects the contractor to comply with the relevant laws and due diligence requirements and to set up internal security measures. These should also protect against being misused for money laundering, terrorist financing or criminal activities.

8. Secrecy and data protection

All information, documents, data carriers etc. obtained or created in the course of the order must be protected from access by unauthorised persons and must be kept under lock and key. Data protection regulations must be strictly observed, and company secrets must always be treated confidentially.