

Supplier Code of Conduct



SARSTEDT

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1. Goals and Scope of Application

As a partner for medicine and science, the SARSTEDT Group of Companies (SARSTEDT Group) is committed to meeting the highest requirements with both our products and our service as well as setting high standards for the conduct of our employees' same as our social and societal engagement.

In order to meet the justified expectations of trust in our area, we require trusting collaboration from our employees through responsible action.

The SARSTEDT Group is expressly committed to managing the company in an ecological and socially responsible manner and in particular while safeguarding human rights.

We don't just require this from our corporate bodies, executives and employees through the regulations defined in our Code of Conduct – CoC, but from suppliers of the SARSTEDT Group as well. This Supplier Code of Conduct (SCoC) serves this purpose.

The SCoC is based on international standards such as the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the United Nations Convention on the Rights of the Child and the Convention on Women, the National Action Plan for the "Economy and Human Rights" (Germany), the Minamata Convention, the Basel Convention, the Stockholm Convention on Hazardous Substances (POPs Convention), the Declaration on Fundamental Principles and Rights at Work (ILO) and the Ten Principles of the UN Global Compact. The German Supply Due Diligence Chain Act (Lieferkettensorgfaltspflichtengesetz - LkSG) has also been taken into account.

Accordingly, this SCoC defines the minimum standards to comply with corporate due diligence obligations in the supply chain that suppliers must observe and comply with in business activities with the SARSTEDT Group. The SCoC applies to all companies of the SARSTEDT Group that are to be assigned to their own field of activity within the meaning of the LkSG.

The following regulations are binding for collaboration between the SARSTEDT Group and its suppliers. The SCoC applies for the duration of the business relationship. Beyond the regulations defined in this SCoC, the supplier is obliged to follow local, national and international laws and legal provisions within its area of application.

The Supervisory Board and Management Board of SARSTEDT AG & Co. KG call on all employees of the SARSTEDT Group, its (business) partners, beneficiaries and other stakeholders to report incidents that violate the SCoC, in particular any perceived misconduct.

¹Insofar as people are mentioned below, we refer to all genders.

2. Due Diligence Obligations

2.1. General Information

For the SARSTEDT Group, the basis for trusting and long-term collaboration with the supplier is the supplier committing itself to the due diligence obligations presented here and implementing these within its own area of activity or actively creating corresponding measures for their implementation.

In accordance with the corporate values of the SARSTEDT Group, we also expect the supplier to impart the due diligence obligations presented in the SCoC to upstream supply chains and, if necessary, actively assist in implementing them. Insofar as the supplier is not able to implement the due diligence obligations (e.g. violation of local and national law), he must inform the SARSTEDT Group of this at the earliest possible opportunity.

2.2. Reporting

While respecting the legitimate interests of the supplier in its field of activity, the upstream supply chains, the rights of employees, data protection and the protection of company secrets, the supplier is obliged to report any violation of this SCoC. The supplier's employees must be informed of this to allow them to submit reports independently.

The SARSTEDT Group provides an independent complaint reporting system, that can also be used anonymously. The reporting channels defined in the CoC beyond this can also be used to submit reports and information.

Further information can be found on the company's website www.sarstedt.com under The Company. Reports can also be submitted there via the reporting system. At the same time, the supplier should endeavour, insofar as he does not have one, to implement a reporting system in its own field of activity to allow employees to report violations of human rights and/or environmental obligations.

2.3. Right to Information

Insofar as the statutory risk analysis requirement of the LkSG (Section 5 LkSG) means the supplier must provide further information to the SARSTEDT Group, the supplier must provide the requested information promptly. All information required to perform the risk analysis must be provided.

2.4. Preventative Measures and Violations

If a risk analysis determines a risk to human rights and/or environmental obligations for the supplier in its own field of activity or if the supplier itself identifies a risk of this kind independently, he is obliged to take appropriate preventative measures. The measures must be commenced promptly and no later than when this is requested by the SARSTEDT Group. If an additional risk analysis indicates a significantly changed or expanded risk, the preventative measures must be run through once again.

2. Due Diligence Obligations

Preventative measures can comprise the following in particular:

- implementation of training sessions and further training measures
- certification of the supplier according to recognised standards and norms
- agreeing and implementing appropriate contractual monitoring mechanisms and
- risk-based implementation of appropriate checks by the SARSTEDT Group on the supplier's business premises.

If the supplier violates human rights and/or environmental obligations or if a violation of this kind is imminent, this violation must be reported to the SARSTEDT Group immediately.

Furthermore, corrective measures must be taken without delay in order to avoid or cease the violation or to minimise its effects. The measures must be proven to the SARSTEDT Group. Insofar as it is not possible to cease the violation immediately, the supplier must present and execute a corresponding concept, including a timetable, to cease the violation. The measures must be reviewed annually and the results must be communicated to the SARSTEDT Group.

In the event of any doubt, the SARSTEDT Group is entitled to suspend the business relationship until the supplier fulfils the obligations described.

If there is evidence indicating the described obligations are being violated further up the supplier's supply chain (indirect and direct suppliers of the supplier), the above-mentioned regulations will apply in the same manner. The supplier must conclude corresponding agreements with those further up its supply chain to ensure that he is able to fulfil its obligations.

Insofar as a risk analysis (Section 5 LkSG) indicates that on-site inspections by employees or agents of the SARSTEDT Group on the supplier's business premises are necessary, we would appreciate the supplier facilitating this in a cooperative manner. The same applies to inspections in the context of corrective measures in the event of violations of human rights and/or environmental obligations

2.5. Compensation

The supplier must provide compensation for damages arising from a violation of human rights and/or environmental obligations in its field of activity. The supplier's compensation obligation also includes an obligation vis à vis the supplier's indirect or direct suppliers to demand compensation in their field of activity based on corresponding violations.

The supplier violating obligations will entitle the SARSTEDT Group to end any continuous obligations with the supplier for cause. SARSTEDT Group can withdraw from purchase agreements that have still not been completed in full insofar as this appears justified due to the severity of the violations or lack of cooperation from the supplier in the context of preventative measures and rectifying violations.

This will also not affect legal claims of the SARSTEDT Group.

3. Ethical Due Diligence Obligations

The supplier will ensure that he documents its activities, corporate group structure and its services in a true and accurate manner as well as implements them according to the relevant local, national and international laws and legal provisions. The supplier must conduct its business ethically and without bribery, corruption or any kind of fraudulent business practices. This also relates in particular to the following principles:

- Suppliers should conduct themselves in an ethical and fair manner as well as comply with and recognise local, national and international laws and legal provisions. They will not conclude anti-competitive agreements with competitors or abuse a dominant market position.
- Suppliers should respect, support and comply with national and international regulations on corruption. This also applies to employees, subcontractors or other representatives. No benefits, amenities or the like should be granted, offered or accepted.
- Invitations and gifts must not be misused to obtain influence and exceed what is appropriate for the occasion and scope (bribery).
- The supplier must comply with relevant statutory anti-money laundering obligations. This also relates to our suppliers' business partners.
- We expect our suppliers to comply with applicable trade restrictions, embargoes and other restrictions. Laws on the import and export of goods as well as services and information are implemented.
- Suppliers must ensure that they safeguard the personal data of employees, suppliers, customers and other affected parties. The same applies to knowledge, patents and operational and business secrets of the SARSTEDT Group. The supplier will not pass this on to third parties without prior approval.

4. Human Rights Due Diligence Obligations

4.1 Fair Working Conditions

The supplier must ensure the following for its employees in compliance with local and national laws and legal provisions:

- Explanation of rights, conditions and regulations of employment (e.g. remuneration, working hours regulation and leave entitlement) and, if necessary, create a written version of employment contracts.
- Appropriate remuneration that corresponds to at least the statutory minimum wage and is otherwise determined by the law of the place of work.
- Creation of protective measures in the workplace designed to avoid cruel or degrading treatment, corporal punishment, sexual assault and mental or physical coercion in addition to ensuring that its employees are not subjected to abuse or verbal insults.
- Taking of disciplinary punitive measures only if these can be legally exercised in accordance with local and/or national laws and legal provisions.

4.2. Ban on Violation of Freedom of Association

The supplier must safeguard the right of employees to establish unions and join them as well as participate in the resulting activities in compliance with the law of the place of employment. The same applies to the right to strike.

Insofar as countries do not permit corresponding regulations, employees must nonetheless be granted the right to freedom of association and collective action that allows employees to elect representatives to discuss regulations regarding the workplace.

4.3. Ban on Discrimination and Unequal Treatment

There must be no discrimination and unequal treatment of employees and this must be prevented. This also applies to discrimination on the basis of skin colour, age, religion, world view, sex, disability, social background, state of health, ethnic origin, nationality, membership to an employee organisation, political affiliation, opinion and sexual identity.

4. Human Rights Due Diligence Obligations

4.4. Ban on Child Labour

Employees must not be below the age of employment of 15 under any circumstances. Exempt are exceptions recognised in accordance with the ILO² or exceptions permitted by local and/or national laws and legal provisions. The supplier must use permitted methods for determining age in compliance with the due diligence obligations presented here.

4.5. Protection of Minors

The worst forms of child labour are forbidden for employees under 18 years of age (minors)³ regarding, among others:

- All forms of slavery or practices similar to slavery and
- use for unpermitted activities as well as any kind of work that is likely to negatively impact the health, safety or decency of children or adolescents.

It is imperative that local and/or national statutory regulations designed to protect employees under 18 (minors) be observed.

For employees under 18, working hours must not prevent participation in state-recognised vocational training programmes.

4.6. Ban on Forced Labour and Slavery

Forced labour is forbidden. This includes any activity performed under threat of punishment (physical, psychological, financial or similar) for which an employee has not volunteered.

The same applies to slavery, practices similar to slavery, servitude or other forms of exercising power or oppression within the supplier's company. This ban includes sexual or economic exploitation and humiliation.

4.7. Occupational Health and Safety

The supplier is responsible for implementing the applicable occupational health and safety provisions in accordance with local and/or national statutory regulations.

It is responsible for communicating, assessing and documenting risks as well as implementing the measures arising therefrom intended to avoid or minimise risks.⁴

If the risks cannot be sufficiently minimised through substitution or technical or organisational measures, the supplier must provide appropriate protective equipment.

²See ILO Convention No. 138.

³See ILO Convention No. 182.

⁴See Section 2 para 2 no 5 LkSG.

4. Human Rights Due Diligence Obligations

4.8. Preservation of Natural Resources for Life and Safeguarding of Basic Human Needs

The supplier must ensure that, as part of its work, he avoids harmful soil changes, contamination of groundwater, contamination of air, harmful noise emissions or excessive water use that

- significantly damage the natural resources needed to obtain and produce food or
- complicate or destroy a person's access to drinking water or sanitation facilities or damage their health.

4.9. Rights of Local Communities, Forced Evictions

Local, national, international and traditional land, water and resource rights must be observed. No illegal forced evictions must take place.

4.10. Use of Security Personnel

Private or public security personnel may not be commissioned or used to protect company projects at the supplier's locations if insufficient instruction or monitoring by the company when using security personnel would result in

- the ban on torture and cruel, inhuman or degrading treatment being disregarded,
- injury to life or limb or
- restriction of freedom of association.

5. Environmental Due Diligence Obligations

5.1. Use of Resources and Minimisation of Environmental Pollution

Suppliers should consider environmental matters in their operational processes and strive to continually improve in order to minimise negative impacts on the environment. All relevant local and national environmental laws must be observed and all necessary environmental approvals, permissions and registrations must be fulfilled and maintained.

5.2. Handling of Waste and Hazardous Substances

Appropriate measures must be taken to ensure waste containing persistent organic pollutants (POPs) is handled, gathered, transported and stored in an environmentally sound manner (POP Convention).⁵ Waste of this kind may only be disposed of in such a way that the specified pollutants are destroyed or irreversibly transformed, no longer have the properties of a persistent organic pollutant or disposed of in another environmentally sound manner. This therefore only applies when the destruction or irreversible transformation are not preferable from an environmental perspective or the amount of POPs meets the requirements for disposal. The manufacturing and use of POPs in accordance with Annex I of the POP Convention is forbidden. In accordance with Annex II of the Convention, POPs must be substituted. If substitution is not possible, the disposal provisions must be observed.

The regulations on the export of hazardous and other waste must be observed.⁶

Hazardous materials, chemicals and substances must be labelled and they must be handled, transported, stored, recycled, reused and disposed of safely. All applicable laws and regulations relating to hazardous materials, chemicals and substances must be strictly adhered to. Applicable material restrictions and product safety requirements must be observed; this applies in particular to regulations on the manufacture, import, export and use of mercury and its waste products.⁷

⁵See Stockholm Convention of 23 May 2001 and legal provisions issued based on it.

⁶See Basel Convention of 22 March 1989 and Regulation (EC) No 1013/2006.

⁷See Minamata Convention of 10 October 2013.