

Supplier Code of Conduct

Preamble

Webasto SE and its affiliated subsidiaries acc. to sections 15 et seq. of the German Stock Corporation Act ("**Webasto**") commit itself to integrity, ethical conduct and compliance throughout its global business activities. Webasto's internal code of conduct ("**COC**") establishes standards to ensure a compliant, safe, respectful and environmentally responsible working environment.

Any contractual partner providing services and/or goods to Webasto ("**Supplier(s)**") is integral to our success and its behavior reflects directly on Webasto. Webasto relies on its sustainable and trustful relationships with its Suppliers and seeks to partner only with suppliers sharing our core values. Therefore Webasto requests their suppliers to accept all regulations set forth in this supplier code of conduct for Webasto Suppliers ("**SCOC**").

This SCOC establishes minimum standards to which Webasto expects each of its Suppliers to commit to. the SCOC is based on the COC while reflecting additional requirements such as ethical, environmental and social criteria being crucial for the selection of a new Supplier as well as the listing of an already selected Supplier. Webasto expects its Suppliers as well as their respective employees, subcontractors and sub-suppliers to ensure that the requirements of this SCOC are met within their supply chains.

It is mandatory for Webasto to being able to regularly assess, either directly or by a third party, the Supplier's social and environmental performance. This assessment will cover the environment, labor practices, fair business practices and sustainable procurement. It as well will be used for the risk identification and as well for the selection of sites to be audited. The Supplier hereby agrees to such assessments.

This SCOC may have provisions superseded by local laws or regulations applicable in its origin. Supplier agreements are governed by contractual terms and conditions, however in the event of conflict between this SCOC and the terms and conditions of any contract, the obligations set forth in this SCOC will govern unless explicitly stated otherwise in the contractual agreement. Webasto wishes to establish and maintain a relationship with the Supplier who demonstrate a firm commitment to this SCOC and reserves the right to terminate any contract or agreement where a Supplier is determined by Webasto to have violated any section or provision of the SCOC.

Webasto expects you as our Supplier to become familiar with the SCOC and to consider it in your daily work as both of our excellent reputations depend also on our business integrity.

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Dr. Holger Engelmann

CEO Webasto SE

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1. Social principles

Suppliers shall ensure compliance with the following social principles provisions of this SCOC in all their business dealings.

1.1 Human rights

The Supplier commits to respect human rights in all of its business operations, including in geographical areas where human rights are not yet sufficiently protected. The Supplier agrees to work towards preventing situations of complicity or acts of collusion concerning fundamental human rights violations. The Supplier undertakes to fulfil its responsibility toward respecting human rights throughout its entire supply chain. In particular, Supplier undertakes to comply with the UN Universal Declaration of Human Rights, 1948.

1.2 Freedom of association and right to collective bargaining

In compliance with applicable local laws Supplier shall acknowledge the global right of all workers to form and join trade unions of their own choice and undertakes to ensure that union independence and pluralism are maintained. Supplier commits to promote collective bargaining collectively. Supplier further commits to protect union members and leaders as well as to refrain from all forms of anti-union discrimination. Supplier undertakes to comply with the rules, especially but not limited to, as follows:

- ILO Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87),
- ILO Right to Organise and Collective Bargaining Convention, 1949 (No. 98), and
- ILO Workers' Representatives Convention, 1971 (No. 135).

1.3 No forced or compulsory labor

Supplier shall not use forced, bonded or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons. Supplier shall not implement any kind or form of unreasonable restrictions on the worker's freedom of movement in the working facilities. Each worker shall be provided with a record of the essential employment conditions agreed upon in either the respective native language or another language chosen between the parties. In particular, Supplier undertakes to comply with the following rules:

- ILO Forced Labour Convention, 1930 (No 29),
- ILO Protocol of 2014 to the Forced Labour Convention, 1930,
- ILO Abolition of Forced Labour Convention, 1957 (No. 105).

1.4 No child labor

Supplier commits itself to help eliminate child labor throughout the world, i.e. any person under the age for completing compulsory education, under the minimum age for employment in the country, or under the age 15, whichever is higher. Any person older than the minimum legal age for employment, but younger than 18 years of age, shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Especially but not limited to, Supplier undertakes to comply with the rules as follows:

- ILO Minimum Age Convention, 1973 (No. 138),
- ILO Worst Forms of Child Labour Convention, 1999 (No. 182), and
- UN Convention on the Rights of the Child, 1989.

1.5 Working hours and compensation

Supplier commits to implement procedures where working hours are not to exceed the maximum hours, minimum breaks and rest periods set by local law. Supplier undertakes to compensation paid to workers compliant with all applicable wage laws, overtime hours and legally mandated benefits. Workers shall be provided with a wage statement that includes sufficient detailed information for each pay period to verify the correct compensation for the work performed. In particular, Supplier undertakes to comply with the following rules:

- ILO Equal Remuneration Convention, 1951 (No. 100),
- ILO Part-Time Work Convention, 1994 (No. 175).

1.6 Non-discrimination

Suppliers shall not establish or entertain or engage in any discrimination based on race, color, ethnic origin, gender, gender identity, religion or belief, age, disability, pregnancy, parenthood, marital status, political affiliation and sexual orientation while ensuring equal treatment. In particular, Supplier undertakes to comply with the following rules:

- ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111),
- UN International Covenant on Civil and Political Rights, 1966, and
- UN International Covenant on Economic, Social, and Cultural Rights, 1966.

1.7 Diversity and equal opportunities

Supplier shall be committed to support diverse skills and experiences of all of its employees globally without their differences or similarities. Supplier undertakes to provide a work environment for its employees that promotes equity, fairness and respect for social and cultural diversity, all being free of unlawful discrimination, harassment and disparagement as set out by local laws. Supplier further commits to being an equal opportunity employer with all actions, duties and engagements carried out on the basis of

performance and ability. Especially but not limited to, Supplier undertakes to comply with the rules as follows:

- UN Declaration on the Rights of Indigenous Peoples, 2007,
- ILO Indigenous and Tribal Peoples Convention, 1989 (No. 169),
- International Code of Conduct for Private Security Service Providers, 2010.

1.8 Occupational health and safety

Supplier supports the concept that a safe and healthy work environment enhances not only the quality of products and services but also sustains the consistency of production as well as the workers' retention and morale. Therefore Supplier commits to apply effective occupational health and safety policies involving employees at all levels of responsibility within the company as well as labor and management representatives.

That includes in particular to implement procedures at work to minimize workers' potential for exposure to safety hazards by means of identification, assessment and controls, preventative maintenance and safe work procedure up to ongoing safety trainings. Supplier shall identify, assess and minimize any kind of impact of potential emergency situations and undertakes to implement appropriate emergency preparedness plans including trainings and drills respectively. Furthermore, Supplier undertakes to oblige with all applicable regulations by local laws regarding in particular occupational injury and illness, industrial hygiene, machine safeguarding, sanitation, food and housing, especially but not limited to the rule as follows:

- ILO Occupational Safety and Health Convention, 1981 (No. 155).

2. Environmental principles

Suppliers shall ensure compliance with the following environmental principles provisions of this SCOC in all their business dealings, especially but not limited to the provisions of the applicable binding Quality Guideline for Suppliers of Webasto ("QW1"), available in its up-to-date version at <http://startsuppliers.webasto.com>.

2.1 Environmental protection, energy reduction and natural resource protection

Webasto respects and undertakes environmental responsibility as an integral part of producing top class products. Therefore, Webasto expects from its Suppliers the same level of scrutiny and responsibility in their business operations.

Supplier undertakes to implement, maintain and continuously improve the management of its business operations sites and facilities regarding environmental protection, responsible environmental energy reduction, natural resources and any possible respective adverse effects.

Supplier shall obtain, maintain, keep current and archive all environmental permits, approvals, certifications and registrations required by applicable local laws as well as follow respective applicable reporting procedures.

2.2 Green materials and recycling

The Supplier shall commit to meet Webasto's level of commitment to green materials, usage of recycled materials and materials of natural origin, in particular Supplier shall responsibly manage potential water withdrawal and discharge, always in compliance with applicable local laws and regulations in order to protect water conservation.

2.3 Emissions

The Supplier shall implement a policy to reduce CO₂ emissions in accordance with the respective Paris agreement on CO₂ emissions. In addition, Supplier shall avoid any harmful emissions, or reduce them to an absolute minimum, in each case in compliance with all legal requirements and limit values. In particular, Supplier shall undertake to comply with the following rules:

- UN Stockholm Convention on Persistent Organic Pollutants, 2001, and
- UN Minamata Convention on Mercury, 2013.

2.4 Material itemization

The Supplier undertakes to provide a complete material itemization of his delivered parts as well as he undertakes to respect all applicable laws on prohibition, restriction of use or traceability of substances of concern for the protection of health or the environment and undertakes to follow the respective applicable reporting structures, in particular as listed in the QW1.

2.5 Conflict minerals

Supplier undertakes to implement and maintain a policy on the origin of minerals used in particular form conflict zones, especially but not limited to tantalum, tin, tungsten and gold, whereas this policy amongst transparency regulations shall comply in particular with the applicable enforced legislation on conflict minerals. Especially but not limited to, Supplier undertakes to comply with the following regulation on conflict minerals:

- EU Regulation No. 2017/821 for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas.

3. Business ethic principles

Suppliers shall ensure compliance with the following principles on business ethics in this SCOC in all their business dealings.

3.1 Anti-Corruption

Supplier commits to the highest standards of ethical conduct in all its business interactions and dealings, in particular Supplier undertakes to comply with all applicable anti-corruption laws, especially but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

Supplier ensures that neither Supplier nor its sub-supplier or subcontractor or any associated third party will engage in any form of bribery, corruption, extortion and embezzlement, in particular Supplier shall not engage in any

kind of bribe or other means of obtaining undue or improper advantages, whether promised, offered, authorized, given or accepted, directly or indirectly through a third party.

3.2 Anti-competitive behavior

Supplier shall uphold all applicable standards of fair business, advertising and competition whereas any and all intellectual property rights are to be respected and in accordance with local laws adhered to their regulations.

3.3 Confidentiality

The Supplier shall keep confidential all trade secrets and other legally protected information disclosed to it by Webasto in accordance with the relevant statutory requirements. In addition, the Supplier shall keep confidential any other business information of a confidential nature in accordance with non-disclosure agreements concluded with Webasto or non-disclosure clauses contained in contracts concluded with Webasto.

3.4 Privacy

The Supplier shall process personal data of which it becomes aware in the course of its business relationship with Webasto exclusively in accordance with the applicable data protection laws and regulatory requirements.

4. General principles

Supplier ensures its compliance with applicable laws, regulations and Webasto's requirements as quoted above, especially but not limited to this SCOC and QW1, related to the Supplier's operations and products.

5. Reporting

Supplier shall, within 10 business days, inform their Webasto contact in case of a violation of this SCOC.

In case of reporting questionable behavior or a potential violation of this SCOC please also contact Webasto through any of the following methods:

Webasto Whistleblower Hotline: <https://www.bkms-system.com/webasto>

or via email to: compliance@webasto.com

6. Audit

Webasto shall be entitled to audit compliance with the provisions of this SCOC at any of the Supplier's locations worldwide after giving reasonable advance notice. Such audit shall take place on site or virtually at the discretion of Webasto but during the normal business hours of the respective location. Webasto shall endeavor to disrupt the Supplier's business operations as little as reasonably possible. Webasto shall also be entitled to have the audit carried out by an independent auditor, provided that such auditor has been bound to secrecy in advance by a written confidentiality agreement to the effect that even Webasto may only be informed about SCOC-related results of such audit. Without cause, such audit may only take place once every 12 months per location and per Supplier at no more than four locations per 12 months. No limits apply to cause-related audits whereas it is Webasto's reasonable discretionary

decision what qualifies as a cause in this respect. The costs of the audit shall be borne by Webasto unless a significant deviation from the provisions of this SCOC is identified during this audit.

7. Commercial flow-down

The Supplier shall also impose all obligations assumed by it under this SCOC on its subcontractors, sub-suppliers and other assistants and shall ensure that Webasto has at least the same rights vis-à-vis them as it has vis-à-vis the Supplier itself.

With signing this SCOC, Supplier confirms its compliance with the provisions of this SCOC and undertakes to implement and maintain a respective corporate social and environmental responsibility policy of the same level as of this SCOC.

Date: _____

Name: _____

Function: _____

Signature: _____