

Supplier Code of Conduct of the PFEIFER Group

Introduction

The PFEIFER Group (hereinafter referred to as **PFEIFER**) maintains a relationship of trust and partnership with its business partners. Our aim is to make credibility and trust the foundation of all partnerships with our employees, customers, and suppliers through respectful and responsible interaction.

In this regard, PFEIFER is guided by principles such as integrity, ethics, sustainability, and compliance with applicable laws. PFEIFER expects the same standard of conduct from its partners—regardless of whether they are our employees, customers, or suppliers (at all levels). This Supplier Code of Conduct (hereinafter referred to as the Supplier Code) is based on the PFEIFER Group's Code of Conduct

<https://www.pfeifer.info/en/compliance/> and sets out in specific terms what PFEIFER expects from its suppliers and what they commit to towards PFEIFER.

Social Responsibility

Our suppliers shall fulfill their social responsibility towards their employees and society as a whole. In this context, we particularly emphasize compliance with the following principles:

Prohibition of Forced, Child and Slave Labor

Our suppliers shall not engage in any form of forced, child, or slave labor. This also includes all forms of slavery, slavery-like practices, human trafficking, and other forms of involuntary labor. Illegal employment is likewise not permitted. Working conditions or treatment that violate applicable laws and regulations are also prohibited.

In this context, PFEIFER adheres to the definition of child labor as set forth in the standards of the International Labour Organization (ILO). If an applicable law or regulation prescribes a higher minimum working age or a longer period of mandatory school attendance than the ILO standards, the higher age shall apply.

Prohibition of Discrimination and Unequal Treatment

Our suppliers shall respect human rights and refrain from any form of discrimination, whether based on race, ethnic origin, age, religion, belief or political opinion, gender, sexual identity, marital status, disability, or any other characteristic.

Respecting Employee Rights

Our suppliers shall comply with all applicable laws and regulations designed to protect their employees and shall guarantee that their employees can actively exercise their rights.

Working Hours and Compensation

Our suppliers shall comply with all applicable laws and regulations regarding the limitation of working hours, as well as the provision of rest periods, breaks, and leave entitlements. Furthermore, our suppliers shall compensate their employees in accordance with applicable laws and regulations and guarantee equal pay for work of equal value.

Conflict Minerals

Our suppliers shall adhere to all applicable laws and regulations governing conflict minerals. If products manufactured and/or supplied by the suppliers contain tin, tantalum, tungsten, their respective ores, or gold, PFEIFER shall be informed immediately and without having to ask for such information.

Occupational Health and Safety

Protecting life and health, as well as the responsible use of resources and hazardous substances, is self-evident to PFEIFER. Accordingly, all business partners are expected to prevent workplace hazards and minimize their impact on the environment.

Our suppliers shall therefore comply with all applicable occupational health and safety laws and regulations and provide a safe and health-promoting work environment to protect the safety and health of their employees, safeguard third parties, and prevent accidents, injuries, and work-related illnesses. Our suppliers shall also ensure that their employees receive adequate training on occupational health and safety matters in a language they understand.

Additional Compliance Principles

Our suppliers shall conduct themselves lawfully and with integrity in all of their business transactions. This includes, in particular, complying with the following principles:

Fair and Honest Competition

PFEIFER complies with all rules regarding fair competition and supports all efforts to enforce free markets and open competition at national and international level. PFEIFER therefore refrains from accepting any order that can only be obtained by violating applicable laws.

Our suppliers shall act fairly and honestly in competition and comply with all applicable competition laws and regulations, in particular antitrust laws. They shall ensure that neither their services nor their products infringe upon the intellectual property rights of PFEIFER and/or any third parties. Price-fixing agreements with competitors, market allocation arrangements, and the abuse of a dominant market position through price discrimination or other practices detrimental to our customers will not be tolerated.

Prohibition of Granting and/or Accepting Improper Advantages

PFEIFER does not tolerate any form of corruption or bribery. All business activities shall be conducted with honesty, integrity, and a sense of responsibility.

Our suppliers shall ensure that no improper advantages of any kind are granted, directly or indirectly, to politicians (including their family members and relatives), public authorities or their members, business partners or their employees (including PFEIFER employees), or public officials. Our suppliers shall also ensure that their employees do not solicit or accept any improper advantages.

An advantage shall be considered improper by PFEIFER if its nature and scope are capable of influencing the actions or decisions of its recipient.

Prohibition of Money Laundering

Money laundering refers to the process of concealing the origin of funds derived from criminal activities such as terrorism, drug trafficking, or bribery by introducing illicit funds into the legal financial and economic system, thereby providing such funds with the appearance of legality and obscuring their true source or the identity of their owner.

As a supplier of PFEIFER, you shall ensure compliance with all applicable laws and regulations aimed at preventing money laundering and, wherever possible, avoid the use of cash in business transactions.

Protection of Trade Secrets

As a general rule, every supplier should maintain confidentiality pursuant to an individually agreed Non-Disclosure Agreement (NDA) with PFEIFER. In addition to such agreements, pursuant to this Supplier Code of Conduct, suppliers expressly commit themselves to treating business information—specifically technical, financial, or competition-related information—strictly confidential and in accordance with all applicable confidentiality agreements. Our suppliers shall take appropriate measures to protect such information.

Import & Export Control

PFEIFER complies with all export control and customs laws and regulations applicable in the countries where it conducts its business operations.

Our suppliers shall adhere to all applicable export control, sanctions, customs laws and regulations, including all relevant trade restrictions, embargoes, and other limitations on the import and export of goods, services, and information. In particular, our suppliers shall ensure that neither they, their beneficial owners, their representatives, nor any subcontractors engaged by them are listed on any applicable sanctions list as sanctioned entities and/or persons.

Environmental Responsibilities

Managing resources and hazardous substances responsibly is self-evident to PFEIFER. Accordingly, all business partners are expected to minimize their impact on the environment and use resources economically.

Suppliers shall comply with all applicable environmental laws, regulations, and standards. This also applies to the applicable requirements for products, packaging, and packaging materials.

Where environmental laws, regulations, and standards impose reporting or other obligations on suppliers, they shall fully meet these obligations within the prescribed timeframes. Even in the absence of specific legal requirements, our suppliers shall support PFEIFER to the best of their ability and in a timely manner if PFEIFER requests such assistance.

Where relevant, requirements for appropriate hazardous substance management should be agreed with PFEIFER as part of a master supply agreement and/or quality assurance agreement (QSV). In addition, PFEIFER expects its suppliers throughout the supply chain to handle hazardous substances appropriately and, wherever possible, to avoid or reduce their use and minimize negative environmental impacts.

Data Protection and Information Security

Our suppliers shall comply with all applicable data protection laws and regulations and protect personal data confidentially and appropriately.

Where suppliers, as part of their business relationship with PFEIFER, have access to confidential information, data, or PFEIFER IT systems, they shall implement appropriate technical and organizational measures to protect against unauthorized access, loss, or misuse. Security incidents that may be relevant to PFEIFER shall be reported to PFEIFER without undue delay.

Whistleblowing and Reporting of Violations

PFEIFER provides a whistleblowing system for reporting possible violations of laws or this Supplier Code of Conduct. Reports can be submitted confidentially via the WhistlePort whistleblowing system at pfeifer.whistleport.de/ or by telephone at 030-200-590-77-200. PFEIFER treats reports confidentially in accordance with applicable legal requirements.

General Provisions

In cases where there is reasonable suspicion of violations of the standards and regulations set forth in this Supplier Code of Conduct, as well as to ensure supply chain compliance, PFEIFER may conduct audits at the supplier's premises following reasonable prior notice. Audits shall generally be conducted during regular business hours and following prior coordination.

Our suppliers shall provide information and grant access to documents as requested by PFEIFER in order to enable PFEIFER to exercise its rights under this Supplier Code of Conduct. This obligation extends to information about affiliated companies and subcontractors, provided that the supplier has access to such information or is legally able to obtain such information based on existing legal relationships.

Any violation of the provisions of this Supplier Code of Conduct by a supplier shall be deemed a material breach of its contractual obligations and shall give PFEIFER the right, but not the obligation, to take appropriate measures (e.g. audits at the supplier's expense, termination of the business relationship, termination of the contract, etc.).

Our suppliers shall ensure that their employees comply with the requirements of this Supplier Code of Conduct and shall take all necessary measures to implement these requirements.

Furthermore, PFEIFER expects its suppliers to require their subcontractors and other suppliers in their supply chain to comply with and implement the requirements of this Supplier Code of Conduct.

Supplier Declaration

We hereby confirm receipt of the Supplier Code of Conduct and undertake to comply with its principles and requirements. We further confirm that, by signing this Supplier Code of Conduct, it becomes an integral part of our existing contractual relationship(s) with PFEIFER. In the event of any inconsistencies between this Supplier Code of Conduct and our existing contractual relationship(s) with PFEIFER, the provision offering the higher standard shall apply.

The Supplier Code of Conduct applies in German; this English version is for convenience only. Accordingly, in case of conflict between the German and this English version, the German version prevails.

Place, Date

Supplier (Company Seal, Signature)

Update: 6.10.2026

Compliance Officer – PFEIFER Group, Jürgen Steinle