



**ARNTZ OPTIBELT GROUP**

# **CODE OF CONDUCT FOR BUSINESS PARTNERS**



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## PREAMBLE

The Arntz Optibelt Group is convinced that long-term success is only possible through sustainable and responsible actions. Therefore, the Arntz Optibelt Group is committed to its ecological and social responsibility within the scope of its worldwide business activities. This code of conduct for business partners summarises the values and principles held by the Arntz Optibelt Group, which reflect the Group's expectations towards business partners and complements legal agreements concluded between them. Basic cornerstones of our code of conduct include integrity, sustainability and responsibility towards people and the environment. This code of conduct was developed to ensure that workers along the entire chain of supply are employed under conditions that guarantee that they are treated with respect and dignity, and that the contracting parties perform their businesses in a sustainable and reputable manner. We strive to improve the quality of life of people through our ecological and socially responsible behaviour, and to secure the livelihood of future generations.

Acceptance of this code of conduct in its current version is mandatory to a business relationship. It applies to all companies that develop, manufacture, render and/or market goods or services for the Arntz Optibelt Group as well as for its subsidiaries and associated companies. Moreover, the following content also fully applies to suppliers and other third parties that are used by our suppliers to fulfil their contract with Arntz Optibelt Group. The business partner shall create his/her/their own contracts in which the content of this code of conduct must be included. Suppliers are expected to be familiar with the business practices of their own suppliers and sub-contractors and to ensure compliance with all principles and requirements of the following code of conduct.



## BASIS

The sustainability requirements imposed on our business partners are aligned on international standards and conventions, such as the UN Global Compact Act, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work.

The following regulations are to be regarded as minimum requirements; if local legislation imposes higher requirements, these must be complied with, of course, as a matter of priority. The Arntz Optibelt Group always strives to exceed the minimal requirements and to continuously improve them.





## HUMAN RIGHTS AND LABOUR LAW FOR EMPLOYEES (MALE/FEMALE/DIVERSE)

The Arntz Optibelt Group supports the objectives of the UN General Assembly's "Universal Declaration of Human Rights" and pledges to respect and protect them. We recognise the core labour standards of the ILO as binding principles for the protection of the interests of each individual employee (male/female/diverse). We strive to protect the human rights of all employees (male/female/diverse) in our supply chain and expect the same from our contractual partners.

### PROHIBITION OF FORCED LABOUR AND HUMAN TRAFFICKING

It is prohibited for business partners to engage in practices such as human trafficking and slavery, as well as to purchase materials or services from companies that use such methods. Forced labour encompasses all forms of debt bondage, the use of corporal punishment, detention, or the threat of violence as a means of discipline as well as surveillance measures such as withholding identification documents and work permits.

The principle of freely chosen employment shall also be respected. Workers must be free to leave and terminate their employment relationship.

### PROHIBITION OF CHILD LABOUR AND PROTECTION OF YOUNG EMPLOYEES (MALE/FEMALE/DIVERSE)

The business partner pledges in compliance with applicable national legislation to employ only persons (male/female/diverse) who have reached the minimum age required for undertaking work and to not tolerate child labour. Where the business partner employs young workers (male/female/diverse) within the framework of national legislation, it shall be ensured that the type of activity they do does not adversely affect their safety, health, development, and morale and that their working hours do not interfere with their participation in vocational training programmes.

### FREEDOM OF ASSOCIATION

The Arntz Optibelt Group respects the right of workers to freedom of association, to join trade unions, to appeal to labour representatives and to join works councils. Workers' representatives shall be granted free access to workers. Furthermore, the right to collective bargaining to regulate working conditions and the right to strike shall be afforded in line with the legal provisions. Workers shall be able to communicate openly with management without fear of discrimination, harassment or reprisals and be able to put forward ideas and concerns about working conditions and management practices.



### EQUAL OPPORTUNITIES AND PROHIBITION OF DISCRIMINATION AND HARASSMENT

We expect from business partners that they respect the principles of equal opportunities and prevent their employees (male/female/diverse) from being discriminated against on account of characteristics such as gender, origin, religion, age, sexual orientation, mental or physical limitations, trade union membership or any other characteristics protected by local law. The aforesaid applies in particular to the recruitment of employees (male/female/diverse), their further training, promotion, and remuneration. The personal dignity, privacy and personal rights of each individual must be respected. Employees (male/female/diverse) shall not be subjected to physical, sexual, psychological, or verbal harassment or other abuse.

### OCCUPATIONAL HEALTH AND SAFETY

The business partner shall comply with all labour and safety regulations and requirements and guarantees occupational health and safety within the framework of the relevant national provisions. He/she/they shall at least provide a hygienic working environment with sufficient lighting, an appropriate temperature, ventilation, sanitary facilities and drinking water. The business partner shall make sure that processes are in place to continuously identify, assess, prevent, and control potential hazards to the health and safety of employees (male/female/diverse). He/she/they shall take measures to prevent potential accidents, injuries and illnesses of employees that are related to or may occur during the course of work.

### PAY

It is expected of business partners that they respect all applicable laws and regulations as well as binding collective agreements related to employee pay. Pay shall be disbursed punctually, recurrently and in full in legal tender. No pay deductions as a disciplinary measure are permitted. The basis for calculating employees' pay shall be continuously communicated or announced to the employee (male/female/diverse) in the form of a pay slip or a comparable document.

### WORKING HOURS

The business partner shall ensure that his/her/their employees (male/female/diverse) comply with applicable laws with regard to regular working hours and overtime including breaks, rest periods and holiday periods. The ILO core conventions shall be respected.



## TRANSPARENCY WITHIN THE SUPPLY CHAIN

The Arntz Optibelt Group attaches great importance to continuous transparency of its supply chains and expects unreserved support from its suppliers in this regard. The supplier shall aim at being able to provide evidence about all of his/her/their used resources up to their origin. The Arntz Optibelt Group shall reserve the right to demand from the supplier that he/she/they provides, at a specific date, a complete record of the supply chain ("supply chain mapping").



## FAIR MARKET CONDUCT AND ETHICS

### COMPLIANCE WITH COMMERCIAL LAW, COMPETITION AND ANTITRUST LAW

The business partner shall operate in compliance with the globally applicable legal and regulatory requirements in the areas of customs, export, import and economic sanctions.

The supplier is obliged to remain fair when competing and to comply with all applicable legal regulations that protect competition. Moreover, in accordance with applicable antitrust laws, he/she/they shall not enter into agreements or concerted practices with another competitor, supplier or customer which pursue the objective of the prevention, restriction, or distortion of competition.

### AVOIDANCE OF CONFLICTS OF INTEREST

We expect our business partners to reach decisions based on objective considerations and not to be inadmissibly guided by personal interests. Any situation where there could be a conflict of interest, or what appears to be a conflict of interest, between their interests and the interests of the Arntz Optibelt Group should be avoided. As soon as a business partner becomes aware of any potential conflict of interest, he/she/they is required to take internal measures as well as to inform the Arntz Optibelt Group immediately.

### COMBATING CORRUPTION AND PREVENTING MONEY LAUNDERING

The Arntz Optibelt Group will not practice or tolerate corruption, extortion, misappropriation, or bribery in any form, at any time, and also expects all business partners to adopt this approach. Applicable laws on the prevention of money laundering shall be complied with. The business partner shall make sure that his/her/their employees (male/female/diverse), sub-contractors or agents do not offer, procure, or accept a bribe, kickback, unacceptable donations or other improper payment or advantage towards customers, public officials or other third parties. This applies even if local laws permit such procedures.

### POLICY REGARDING INVITATIONS AND GIFTS

Invitations and presents to employees (male/female/diverse) of the Arntz Optibelt Group or related parties are only permissible if they are of a purely symbolic nature, are transparent, correspond to customary practices at business level and if any possible inappropriate influence on an official decision can be reliably ruled out. Granting or accepting an advantage from the business partner in order to exert some influence is forbidden. Granting gifts to public officials, government officials or representatives of such persons for the unlawful promotion of the business, or indirect gifts, e.g. via other third parties, are not permissible either.



## HANDLING OF DATA AND CONFIDENTIAL INFORMATION

### CONFIDENTIAL INFORMATION

Confidential information about the Arntz Optibelt Group shall be treated with care and may not be disclosed to unauthorised third parties or to the public without express permission. Confidential information may include manufacturing formulas and processes, prices, contract information, and other non-public information.

### DATA PROTECTION; INFORMATION AND DATA SAFETY

Proper handling of confidential and personal information is essential for the success of the Arntz Optibelt Group and its business partners. The business partner undertakes to handle company-related information and personal data in a responsible manner, to protect them against misuse and to comply with the laws on data protection, including the EU General Data Protection Regulation and information safety. The contractual partner undertakes to protect confidential information according to the state of the art. Personal data must not be processed without a legitimate business purpose or without consent. This includes, but is not limited to, the recording, collection, or storage of personal data. If the contractual partner receives access to personal data during his/her/their execution of contractual services, this data shall exclusively be processed for the purpose of performing the contractual service. He/she/they shall make sure that his/her employees (males/female/diverse) only receive access to this data if it is absolutely necessary, shall commit them in writing to data secrecy, and provide them with instructions on data protection regulations that they must comply with. Our business partners can expect the Arntz Optibelt Group to protect their confidential and personal data in the same way.

### PROTECTION OF INTELLECTUAL PROPERTY

Intellectual property rights must be respected; the transfer of technology and know-how must take place in such a way that the intellectual property rights of the Arntz Optibelt Group as well as related information are protected. Using intellectual property as well as other copyrighted material of the Arntz Optibelt Group is only permissible after receiving explicit authorisation.



## RESPECTING THE CODE OF CONDUCT

### MANAGEMENT SYSTEMS

The supplier undertakes to define and analyse the ecological and human-rights related effects of his/her business activities and to define corresponding measures to prevent or minimise them. He/she/they shall supply the necessary staff capacities and draft and implement management systems, processes as well as guidelines in order to establish the requirements described here. We expect our suppliers to use an environmental management system compliant with DIN 14001 and recommend that our suppliers also use a safety and health management system compliant with DIN 45001 or a comparable standard. Furthermore, we recommend that our suppliers use a management system that records, rates, and improves energy consumption, ideally an energy management system compliant with DIN 50001.

### IMPLEMENTATION OF A COMPLAINTS PROCEDURE (WHISTLEBLOWER SYSTEM)

The supplier shall have a system that allows for anonymous reports/tips about possible grievances in their company. Every business partner and his/her/their employees (male/female/diverse) are called upon to report any possible suspicions and violations of this code of conduct. The aim of this is to limit the consequences of any such violations and to prevent similar misconduct in future.

### INSPECTIONS

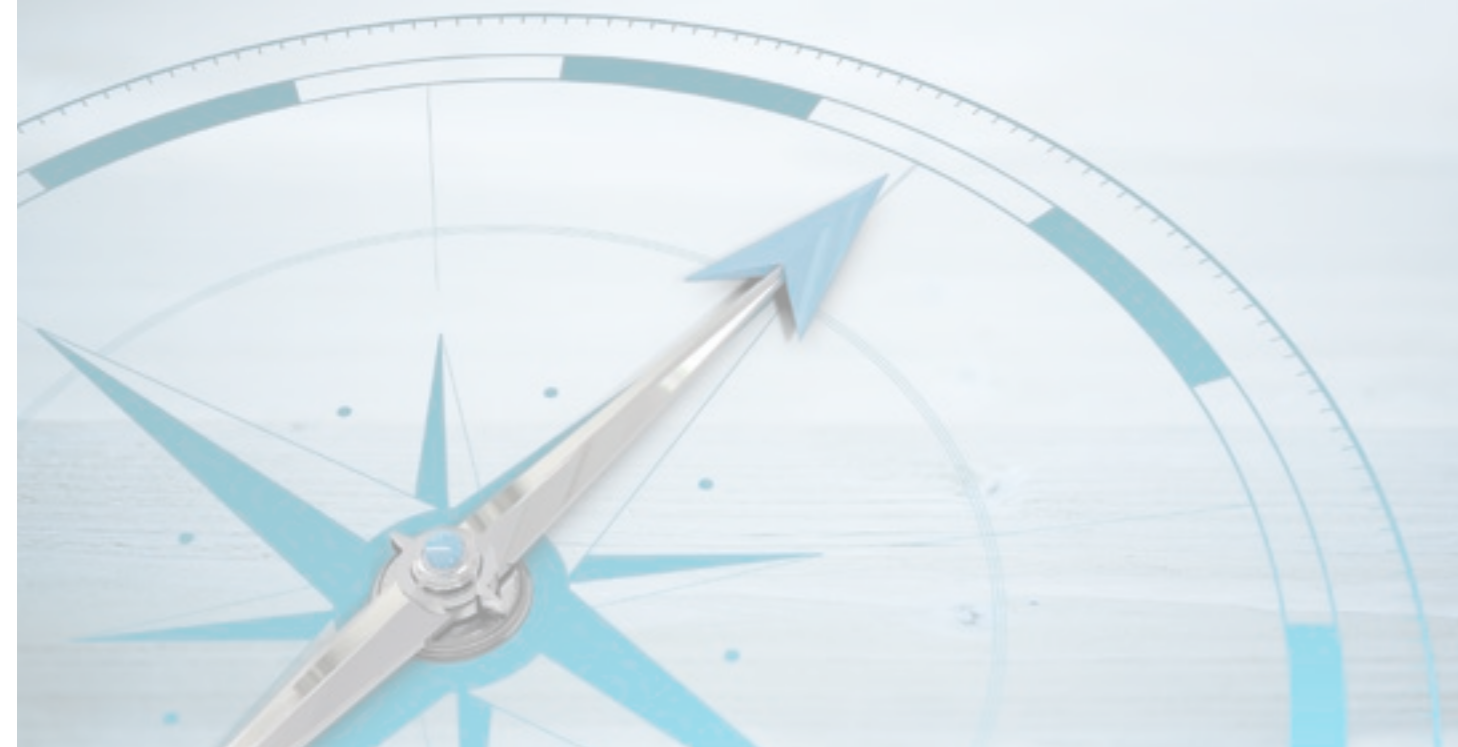
The Arntz Optibelt Group reserves the right to control compliance with this code of conduct in an appropriate manner, in particular in the course of supplier audits. To this end, employees (male/female/diverse) of the Arntz Optibelt Group and commissioned third parties may, during working hours, inspect the supplier's business premises and facilities, check the measures taken by the supplier in order to comply with this code of conduct, consult all necessary documents of the supplier as well as talk to employees (male/female/diverse) of the supplier on that topic. The supplier shall be informed of the results of such inspections.

### TAKING RECTIFICATION MEASURES AND LEGAL CONSEQUENCES OF VIOLATIONS

A violation of the obligations recorded in this code of conduct constitute a contractual violation against the Arntz Optibelt Group as well as a considerable impairment of the business relationship. Violations, in particular of human rights or environmental obligations, shall be terminated immediately. The business partner shall inform the Arntz Optibelt Group within reasonable time of the internal measures undertaken in order to prevent any future violation. If the business partner does not comply with these obligations within a reasonable time, if he/she/they does not introduce appropriate improvement measures within a reasonable time, or if a violation is so severe that any continuation of the business relationship is unacceptable for the Arntz Optibelt Group, then the Arntz Optibelt Group shall be entitled, without prejudice to any other rights, to terminate the contractual relationship without notice.

## REPORTING VIOLATIONS – YOUR CONTACT PERSON AT OPTIBELT

Reports to the Arntz Optibelt Group can be submitted by email, by post or telephone, or by using the anonymous whistleblower system. The following link will take you to the Arntz Optibelt Group's protected online reporting channel: [www.bkms-system.com/optibelt](http://www.bkms-system.com/optibelt). Every report will be treated confidentially and thoroughly investigated.



## DISCLAIMER

The Arntz Optibelt Group shall not be liable for any damages, expenses, costs, etc. arising from the business partner's compliance with this obligation.

## CONSENT OF THE SUPPLIER

This code of conduct alone does not create an employment relationship with the business partner. By signing this document, the supplier undertakes to act responsibly, to comply with the principles and requirements set out in this document, and to inform all of his/her/their employees (male/female/diverse) as well as subcontractors of the content of this code of conduct and to make sure that they also comply with all provisions contained therein. The supplier undertakes to apply these requirements along the entire supply chain.

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Date, signature and stamp or digital signature



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