DEUTZ

Code of Conduct for Suppliers

As of September 2026

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I. Our commitment to sustainability

Sustainably successful corporate management means that it is not solely about achieving financial targets, but also about how they are achieved. Our aspiration is therefore to achieve economic success in harmony with the assumption of social, corporate and environmental responsibility. This self-conception is reflected not only in the guiding principle of our sustainability strategy **„Taking Responsibility“**, but also in this present Code of Conduct for Suppliers (Supplier Code of Conduct).

We, DEUTZ AG including our affiliated companies (hereinafter “DEUTZ”), are committed to national and international laws, conventions and declarations and affirm our agreement with their content and principles.

These include **in particular**:

- the Supply Chain Due Diligence Act (LkSG),
- the Universal Declaration of Human Rights of the UN (UDHR),
- the core labour standards and conventions of the International Labour Organization (ILO),
- the OECD Guidelines for Multinational Enterprises,
- the UN Guiding Principles on Business and Human Rights, and
- the 10 Principles of the United Nations Global Compact (UNGC).
- European Deforestation Regulation (EUDR)
- Carbon Border Adjustment Mechanism (CBAM)

We are convinced that global challenges can only be met **collectively**. For this reason, the aforementioned laws and guidelines also form the basis of our Supplier Code of Conduct. The applicability of and compliance with the Supplier Code of Conduct by our suppliers is a prerequisite for all future business and for a sustainably successful cooperation.

As a **member of the UNGC**, we voluntarily undertake to advocate for human rights, fair working conditions, environmental protection and the fight against corruption, and in doing so to promote the achievement of the 17 Sustainable Development Goals (SDGs).

Our prioritised SDGs:

We expressly encourage our **suppliers** to likewise anchor the ten universal UNGC principles in their corporate strategy, to live by them in their everyday business processes and to promote them within their own sphere of influence.

The provisions of this Supplier Code of Conduct are **not exhaustive** and they neither apply in place of the relevant statutory provisions nor do they impair their validity. Where national or local legislation deviates from the requirements of this Supplier Code of Conduct, the stricter provision for the protection of people and the environment shall always apply.

II. Requirements for suppliers of the DEUTZ Group

1. Social responsibility

For us, assuming social responsibility towards our own employees[1] is a matter of course and of central importance. We expressly commit to the **respect for international fundamental and human rights** and it is our declared goal to respect them at all times and without compromise. At the same time, we regard compliance with them as a mandatory prerequisite for professional and business cooperation and thus for the long-term success of our company. For this reason, our suppliers must implement at least the requirements explained below and observe them within their business processes.

1.1 Respect for fundamental and human rights

Human rights are fundamental norms that serve to **safeguard the dignity and equality of all people**. They are universal, inalienable and indivisible rights to which every person is equally entitled.

In accordance with **UNGC Principles 1 and 2** , we expect our suppliers to uphold respect for international human rights, not to commit any human rights violations and in no way to be complicit in human rights violations. Our suppliers must treat all people fairly, respectfully and with dignity. In addition, our suppliers must preclude all inhumane actions and safeguard the personal rights of each individual. The requirements for our suppliers arise specifically from the **International Bill of Human Rights** as well as the **ILO core labour standards** and **ILO conventions**.

1.2 Prohibition of child labour

In the spirit of the **5th UNGC Principle** we strictly reject **any form of child labour** in our own business area and within our entire supply chain. With regard to the definition of child labour, we rely on the **ILO core labour standards 138 and 182** as well as **Section 2(1) No. 2 LkSG**:

[1] For reasons of better readability, we refrain in the following from gender-specific forms of address. In every case, all genders are addressed equally. The abbreviated linguistic form is used exclusively for editorial reasons and does not imply any value judgement.

Any employment of a child below the age at which general compulsory schooling ends under the law of the place of employment is prohibited, whereby the employment age must in no case fall below 15 years. If a local law prescribes a higher statutory minimum age for workers or a longer period of compulsory schooling, the higher age shall always apply. The worst forms of child labour are strictly prohibited. All persons under the age of 18 are regarded as minors particularly in need of protection. They must not perform any work that is likely to be harmful to their health, their safety or their morals.

Our suppliers commit to a **zero tolerance towards child labour** within their own business area and at their sub-suppliers. We require our suppliers to prohibit and refrain from any form of child labour in accordance with the previous paragraph.

1.3 Prohibition of forced labour and slavery

We do not accept or tolerate **any form of forced or compulsory labour** in our own business area and along our supply chain. With regard to the definition of forced and compulsory labour, we refer to the **ILO core labour standards 29 and 105** as well as **Section 2(2) No. 3, 4, 11 LkSG**:

Forced labour, slave labour or comparable work that is not based on the voluntary consent of the person concerned are **prohibited**. All work performed must be voluntary and free from the threat of punishment. Workers must be given the opportunity to terminate their work or employment relationship at any time. Strictly prohibited is the **unacceptable and degrading treatment** of workers, for example through oppression in the working environment, sexual exploitation or humiliation.

We expect the consistent observance of the national laws and international agreements described in the previous paragraph. Our suppliers commit to **refrain from any form of forced or compulsory labour in their company**. In addition, we call on our suppliers to pay particular attention within their own business area to **indicators** of forced labour, such as the non-payment of wages, and to initiate measures to remedy such occurrences or corresponding risks. This obligation also includes the prohibition of forced and compulsory labour in the supply chains of our suppliers. In order to minimise the risk of forced and compulsory labour from the outset, we expect our suppliers not to source goods from the Chinese Xinjiang region.

1.4 Fair working conditions, working hours and remuneration

➔ In doing so, we rely on the respective applicable national laws, in particular **Section 2(2) No. 8 LkSG**, the **ILO Conventions 1, 14, 26, 95**, the **ILO core labour standard 100** as well as **Art. 23 and 24 UDHR**

The engine of every company is its employees. Offering them **fair working conditions together with fair remuneration** is a matter of course in our own business area and we expect this throughout our entire supply chain.

Everyone has the right to **just, humane and safe working conditions**. In addition to the right to equal pay for equal work, this also includes the right to **appropriate remuneration** that ensures an existence worthy of human dignity. The level of appropriate remuneration is governed at least by the statutory minimum wage at the place of employment and must not be withheld. In addition to the provision of mandatory social benefits, every employee has the right to rest, leisure and, in particular, to a reasonable limitation of working hours to a maximum of 60 hours per week in order to prevent excessive physical and mental fatigue, as well as to regularly paid holidays. Employees must be granted at least one day off after six consecutive working days.

We oblige our suppliers **along the entire supply chain** to comply without exception with the national laws, international agreements and industry-specific regulations on fair working conditions and working hours as well as appropriate remuneration of employees described in the previous paragraph.

1.5 Equal treatment and prohibition of discrimination

➔ With regard to our expectations of our suppliers, we refer to **Section 2(2) No. 7 LkSG**, the **ILO core labour standards 100 and 111** as well as **Art. 2 of the UDHR**

In the spirit of **UNGC Principle 6** and as a signatory of the Diversity Charter, the **equal treatment of all employees** is of central importance to us. We reject any form of **discrimination and unequal treatment** in our own business area and throughout the entire supply chain and advocate equal opportunities for all genders.

The discrimination against and unequal treatment of employees are **inadmissible in any form**, insofar as it is not justified by the requirements of the employment. No one may be disadvantaged, favoured or excluded on the basis of irrelevant characteristics such as, for example, ethnic, social or national origin, age, skin colour, health status, disability, language, religious or political conviction, membership of a trade union, marital status, pregnancy, sexual orientation or gender. Under comparable conditions, no gender-specific differences may be made in pay either, and the employment relationship may not be terminated for unjustified reasons in this respect.

Our suppliers shall endeavour to implement the standards of the preceding paragraph in the best possible way, **in order to prevent and reject any form of discrimination against or disadvantage of their employees**. In addition, the **personal dignity**, the **privacy** and **other personal rights** of each individual are to be respected.

1.6 Freedom of opinion, freedom of association and collective bargaining

In accordance with the **3rd Principle of the UNGC**, we respect and observe **freedom of opinion, freedom of association and the right to collective bargaining** in our own business area. We do not tolerate any conduct that runs counter to this and expect the same from all suppliers along our supply chain.

➔ In doing so, we refer to **Section 2(2) No. 6 LkSG**, the **ILO core labour standards 87, 98,** the **ILO Conventions 135, 154** as well as **Art. 18, 19, 20, 23 of the UDHR**

Every employee has the right to freedom of thought and opinion as well as to freedom of expression. All people have the right to assemble peacefully and to associate. **No one may be forced** to belong to a particular association. Everyone has the right, for the protection of their interests, to found, join or be represented by organisations, trade unions and representative bodies, to conduct collective bargaining and to strike. The **discrimination** against employees on the grounds of founding, joining or being a member of an organisation or trade union is **prohibited**.

Our suppliers shall endeavour to **implement in the best possible way** the national laws and international agreements summarised in the previous paragraph and support the rights of their employees to freedom of opinion, freedom of association and collective bargaining. We expect our suppliers to advocate for a **constructive relationship and a transparent exchange between employees**, their representatives and management in order to jointly resolve internal points of conflict.

1.7 Occupational health and safety

Economic considerations must not lead to compromises with regard to the **safety and health of employees**, because the right to physical and mental integrity is one of the fundamental rights of every person. For this reason, it is a matter of course for us to ensure a **safe and healthy working environment**. Our occupational health and safety management system complies with the international standard DIN EN ISO 45001.

➔ Our expectations of our suppliers with regard to occupational health and safety are based in particular on **Section 2(2) No. 5, 9 LkSG** as well as **ILO core labour standard 155** and the **ILO Convention 164**

The **supplier** is responsible for a safe and healthy working environment. By establishing and applying appropriate **occupational safety systems**, it must take the necessary precautions against occupational accidents and health damage that may arise in connection with the activity performed. This also concerns the **compliance with safety standards** in the provision and maintenance of the workplace, the workstation and the work equipment. Employees must be adequately protected against chemical, physical and biological hazards by means of **suitable protective measures** and regularly informed about the applicable health and safety standards. Employees must be given access both to drinking water in sufficient quantity and to clean sanitary facilities.

Our suppliers commit to **compliance with all applicable laws and regulations on occupational safety and health protection of the respective country**, in particular the provisions summarised in the previous section. Consequently, suppliers must offer their employees a working environment that promotes accident prevention and minimises health risks. In addition, we expect a regular assessment and review of health and safety standards and the immediate elimination of identified deficiencies and risks.

1.8 Preservation of natural livelihoods

➔ In doing so, we refer to **Section 2(2) No. 9, 10 LkSG** and the **ILO Convention 169** on the rights of indigenous peoples

In our own business area, we advocate for the **Preservation of natural livelihoods** preservation of natural livelihoods **condemn in the strongest terms any form of expropriation by suppliers in our supply chain**.

The **bringing about of harmful soil changes, water and air pollution, noise emissions** is to be refrained from beyond the legally permitted extent, and **prohibited** this also applies to excessive water consumption, where this harms the health of persons, significantly impairs the natural basis for the production of food, or prevents persons' access to safe drinking water or sanitary facilities. Likewise **prohibited** is the **unlawful forced eviction and the unlawful deprivation of land, forests and waters for commercial purposes**, the use of which constitutes the livelihood of persons.

To ensure the above and thereby protect the rights of indigenous peoples, in the case of land use we oblige our suppliers to **obtain the mandatory free, prior and informed consent (FPIC[2]) of the affected parties** and to provide **appropriate compensation**.

[2] Free, prior and informed consent.

➔ In doing so, we refer to Section 2(2) No. 11 LkSG, Article 5 UDHR, ILO Convention 190 as well as the Convention against Torture

1.9 Deployment of security forces and prohibition of torture

We do not accept or tolerate **any form of violence or torture in our own business area and along our supply chains**.

Prohibited is the **is the commissioning or deployment of private or public security forces that apply violence, torture or cruel, inhuman and degrading treatment of employees**. Also prohibited is a restriction of the right to **trade union activity** by deployed security forces.

We oblige our suppliers to comply with the above-mentioned provisions and to pass them on to the security forces they deploy.

2. Environmental responsibility

We not only see it as our societal responsibility to make a contribution to improving the global environmental and climate balance through the further development of innovative drive solutions for our customers. At the same time, we also regard it as our **environmental responsibility to continuously optimise our business activities with regard to their impact on the environment and the climate**. To this end, we have established, among other things, an environmental management system certified according to the international standard **DIN EN ISO 14001:2015** and an energy management system certified according to **DIN EN ISO 50001:2018**.

We oblige our suppliers along the entire supply chain to comply with all **national and international environmental laws and standards** as well as **and other regulations that serve to protect the environment and the climate**. At the same time, we require our suppliers to strive for continuous monitoring and the best possible improvement of their ecological footprint. In this context we expect **contemporary, environmentally and climate-friendly conduct in day-to-day business operations** and assume that, in particular, the development and manufacture as well as the transport and disposal of products are carried out in an environmentally and climate-compatible manner. In accordance with **UNGC Principles 7, 8 and 9**, we also expect that the precautionary principle is always followed regarding environmental problems, that greater environmental awareness is promoted through the taking of initiatives, and that the development and dissemination of environmentally friendly technologies is accelerated.

For the continuous improvement of the environmental and climate balance, we recommend that our suppliers implement an **environmental management system** in accordance with the requirements of **DIN EN ISO 14001:2015 or the Eco-Management and Audit Scheme** (the so-called EMAS

Regulation, Regulation (EC) No. 1221/2009) as well as an **energy management system** in accordance with the requirements of **DIN EN ISO 50001:2018**

2.1 Environmentally sound use of raw materials and natural resources and use of renewable energy sources

A steadily growing world population combined with limited natural resources poses fundamental challenges for the modern age. We handle available resources **responsibly**, increasingly rely on the **use of renewable energies** and expect the same sense of responsibility also from our suppliers.

We oblige our suppliers to use **resources** such as raw materials, energy and input materials **efficiently** and to work towards their **continuous reduction** along the entire production process. In doing so, production processes should be aligned with the **principles of the circular economy**, for example by means of material reduction and substitution, the reuse and reconditioning of materials, and the use of alternative environmentally friendly materials and recycling measures. Furthermore, we require the constant **monitoring and documentation of energy consumption** in order to find economic solutions for improving energy efficiency and minimising energy consumption. Beyond that, we encourage our suppliers to increasingly rely on the use of renewable energies.

Insofar as our suppliers are responsible, within their own production processes or their supply chain, for negative impacts on the environment or the climate that exceed the legally permitted extent, these must be **prevented at the point of origin** or reduced to a minimum. With a view to **UNGC Principle 7** and the continuous application of the precautionary principle, where **suitable alternatives in the production process** exist, the **most environmentally friendly** should always be applied.

2.2 Deforestation-free products

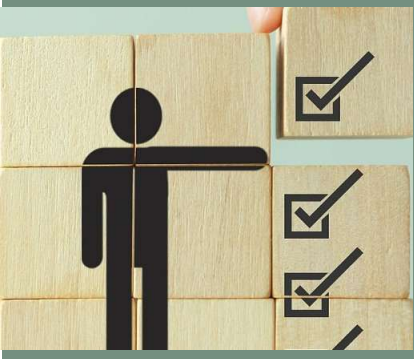
We are aware of our responsibility to counteract the **deforestation advancing worldwide and the resulting loss of biodiversity** for the acquisition of agricultural land and expect the same sense of responsibility also from our suppliers. We base this expectation on the requirements of the EU Deforestation Regulation (EUDR):

Accordingly, the **production of relevant raw materials** (wood, cocoa, rubber, oil palm, soy, cattle) as well as products manufactured from them **must take place deforestation-free as of the cut-off date of 31 December 2020**. In addition, in the **production process the relevant legal provisions** of the producing country must be observed, and affected products must be provided with so-called **due diligence statements**.

Our suppliers must, upon request, **disclose whether the parts supplied to DEUTZ contain natural rubber**. They must ensure that the raw-material production for relevant natural-rubber products is deforestation-free as of the cut-off date of 31 December 2020 and takes place in accordance with the relevant legal provisions of the producing country. For affected products, our suppliers must have due diligence statements on file, which they make available to us in accordance with the requirements of the EUDR. Insofar as DEUTZ deems it necessary within the framework of EUDR implementation, suppliers must support DEUTZ in identifying and creating transparency in the upstream supply chain.

2.3 Waste and hazardous substances

Within the framework of our sustainability strategy, we pursue the goal of **continuously reducing the volume of waste** at our production sites **and handling hazardous substances responsibly** and we also expect this from our suppliers. This means in handling waste, our suppliers must pursue a **systematic approach in order to identify generated waste, reduce it to a minimum**, **dispose of or recycle it responsibly**. At the same time, we oblige them to **comply with all applicable national and international laws and conventions** on the handling of hazardous waste, in particular the provisions of **Section 2(3) LkSG:**



The **cross-border export and disposal of hazardous waste** is, in accordance with the **Basel Convention** in its latest valid version, prohibited. Chemicals and other materials that pose a danger to the environment when released are to be identified and handled in such a way that the necessary safety is ensured in the handling, transport, storage and use, recycling or disposal of these substances. The use and disposal of **mercury** is to be brought into line with the prohibitions of the **Minamata Convention** in its current version. In addition, the **prohibitions on the use and disposal of chemicals and persistent organic pollutants** are to be observed in accordance with the requirements of the **Stockholm Convention** in its current version. Environmentally hazardous or toxic substances must be labelled, and their storage, use and disposal must take place in a manner that prevents leakage.

2.4 Material Compliance

Our goal is to process, in our production processes, only components and products that comply with the most diverse environmental legislation and regulations. For this reason, we oblige our suppliers to **comply with the relevant material compliance regulations, in particular the REACH Regulation (Regulation (EC) No. 1907/2006). Further information can be found in our company standard H0688.** Our suppliers are furthermore obliged to inform us of the **conformity status of the components and products** with regard to relevant regulations and guidelines.

2.5 Water resources and management of industrial wastewater

We handle **responsibly** the **water resources** available to us and, within the framework of the **optimisation of the treatment of industrial wastewater,** attach great importance to its **environmentally sound discharge**. We expect the same sense of responsibility along our entire supply chain. Accordingly, our suppliers must use **available water resources sparingly and efficiently in their production processes** and ensure access to them in the future as well. Wastewater arising from operating procedures, production and manufacturing processes as well as sanitary facilities is to be characterised, monitored, reviewed and, where necessary, treated prior to its discharge or disposal.

2.6 Reduction of emissions

As an engine manufacturer, the **reduction of climate-damaging CO_2e emissions** beyond the legally permitted level is also a central concern for us. In addition to the development of climate-neutral drive systems, we also want to contribute to achieving the objectives of the legally binding production processes to make a contribution to achieving the objectives of the legally binding **Paris Agreement** in its current version through the ongoing optimisation of our production processes. To this end, within the framework of our sustainability strategy, we have set ourselves concrete targets for the reduction of our CO_2 emissions.

We expect our suppliers to likewise **characterise their direct and indirect CO_2e emissions** prior to release by means of suitable mechanisms**, monitor them at least routinely, review them and, where necessary, initiate corresponding measures for optimisation.** We further require our suppliers to employ, within the framework of their production processes, **exhaust gas cleaning systems** and to find economic solutions for the continuous reduction of any type of emissions, in order to likewise contribute to achieving the **Paris climate targets**, in particular with a view to the 1.5-degree target. In addition, we expect our suppliers to increasingly promote the use of green electricity and the use of secondary and bio-based materials in their production processes. At the same time, they should strive to create transparency about the emissions caused, both for DEUTZ and for other business partners.

To meet the requirements of the **Carbon Border Adjustment Mechanism (CBAM)**, DEUTZ will call on affected suppliers to transmit the **direct and indirect emissions data relevant for CBAM** for the requested parts **in a transparent manner and in the form specified by DEUTZ.**

Meeting the requirements for determining and reducing CO2e emissions increasingly constitutes a decision criterion in the nomination of DEUTZ suppliers.

3. Responsible sourcing and conflict minerals

As an engine manufacturer, we process, within the framework of our production processes, components and products that contain the most diverse pure substances and minerals. In this context, we attach particular importance to a **responsible and sustainable sourcing**, in particular with regard to the conflict minerals tin, tantalum, tungsten, cobalt, ores and gold. Since we do not source minerals directly, we can only fulfil our responsibility together with our suppliers, which is why we oblige them not to source goods and materials for the manufacture of their products for DEUTZ in an illegal or unethical manner.

We expect our suppliers along the supply chain to comply with the **EU Conflict Minerals Regulation EU 2017/821** and to follow the requirements of **Dodd-Frank Act Section 1502.** We support the **OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected Areas** and oblige all suppliers also to fulfil the resulting due diligence obligations. Our suppliers must **avoid the sourcing of minerals from conflict-affected and high-risk areas** and provide us with **sufficient information** regarding conflict minerals in the supply chain. Smelters and refineries without appropriate, audited due diligence processes are to be strictly avoided.

➔ In this regard, we refer to compliance with the **DEUTZ Conflict Minerals Policy** in its latest version, which is published on the company website www.deutz.com in the Supplier Code of Conduct section.

4. Ethical business conduct

As an internationally operating group, we are subject to a broad spectrum of **legal and regulatory frameworks**. Their observance is the basis for long-term successful business development, because unlawful conduct or even the mere appearance of a legal violation can lastingly damage a company's reputation and, in addition to major economic damage, also endanger its continued existence. We expressly commit to **compliance with the law** and pursue a **zero-tolerance strategy with regard to unlawful conduct**, in particular corruption and bribery.

We expect legally compliant as well as ethically and morally sound conduct equally from all our business partners. We assume that our **suppliers comply with the respective applicable laws, regulations and rules of those countries** in which they operate. This concerns in particular, but not exclusively, the rules of competition and antitrust law, import and export control, the prevention of money laundering as well as international sanctions regulations.

4.1 Fair competition

We conduct our business exclusively based on the **performance principle** and based on **free, unhindered competition** and expect the same from the entire supply chain.

The **Compliance with the rules of fair competition**, in particular also in tenders, we take for granted. Our suppliers must commit to complying with all relevant applicable competition-law provisions, in particular those of antitrust law. In doing so, we expect them to act beyond their own business area and to also consider the competition provisions of all those countries in which their activities may have anti-competitive effects.

Agreements and concerted practices between competitors are inadmissible and thus **prohibited**, where they aim at or result in preventing or restricting competition. Furthermore, the **abuse of a dominant market position is prohibited**.

Our suppliers must cooperate with investigating competition authorities in a cooperative manner. We expect them to regularly inform their employees about the relevance and observance of the applicable competition rules.

➔ In this regard, we refer in particular to **Art. 101, 102 TFEU** as well as to **Chapter 10 of the OECD Guidelines for Multinational Enterprises**:

4.2 Combating corruption and bribery

In order to maintain trust in DEUTZ and our integrity towards customers, business partners, shareholders and the public, we pursue a **zero-tolerance strategy regarding corruption, bribery and extortion** and expect the same from our suppliers.

➔ In accordance with **UNGC Principle 10**, we refer in particular to the **United Nations Convention against Corruption** and **Chapter 7 of the first part of the OECD Guidelines for Multinational Enterprises**.

Our suppliers are to commit to **compliance with the respective applicable national and international anti-corruption laws and regulations** and to apply the highest standards of integrity in all business activities.

Our suppliers may not promise or grant to DEUTZ employees or third parties, in connection with an activity for DEUTZ, **any benefits or advantages** aimed at obtaining business advantages. We further expect that they **make no unlawful contributions of any kind to public officials or authorities** and additionally require that they **monitor and enforce compliance with the anti-corruption provisions** in order to prevent any kind of bribery and corruption.

4.3 Avoidance of conflicts of interest

We make **business decisions exclusively on a professional and objective level**. Decisions by our suppliers regarding cooperation with us must be based solely on **objective and factual criteria**.

Conflicts of interest are to be **avoided** as a matter of principle – including in private matters or in other economic or other activities. This also applies to relatives or other closely related persons or organisations. Personal interests must not influence the business decisions of our suppliers. As soon as a supplier becomes aware of a potential conflict of interest, it is obliged to take **suitable internal measures to end the conflict**. Our suppliers must inform us **promptly, openly and transparently** about arising and potential conflicts of interest**.**

4.4 Protection of intellectual property

We handle intellectual property rights responsibly and respectfully and require this protective conduct also from our suppliers along the supply chain.

We oblige our suppliers to **comply with all relevant provisions and laws for the protection of intellectual property**, in particular in the field of copyright, trademark, design and patent law. Furthermore, they must agree to conclude a **confidentiality agreement** with DEUTZ. Intellectual property encompasses in particular trade secrets, confidential information, technological information and know-how, copyrights, trademarks, logos, customer information, patents, registered designs and copyright-protected works such as software and image rights.

Our suppliers are obliged **to establish precautions for the protection of the intellectual property** of DEUTZ and all other business

partners in their business operations. Any kind of misuse, inappropriate use, fraud, forgery, theft or inadequate disclosure of the intellectual property of DEUTZ is prohibited.

4.5 Confidentiality and data protection

We respect the **privacy**, in particular the integrity and confidentiality of the data entrusted to us of employees, business partners and other third parties, and we expect this also from our suppliers.

Our suppliers commit to **compliance with all nationally and internationally relevant data protection laws**, in particular the **European General Data Protection Regulation (GDPR)**. In any case, they must ensure the **protection and security of personal data**, i.e. of information that allows conclusions to be drawn about specific or identifiable natural persons. All personal data that our suppliers collect and store from us, from their principals, their sub-suppliers, their customers, their consumers and their employees, may be processed exclusively for the specified purpose, in a traceable, careful manner and in accordance with the sensitivity of the data, in compliance with the respective applicable data protection laws.

4.6 Money laundering and accounting

We position ourselves **against any kind of money laundering and terrorist financing** and attach particular importance to **legally compliant accounting.**

We assume that our suppliers – in compliance with the respective applicable national and international money laundering laws and regulations – **clearly distance themselves from any kind of money laundering and terrorist financing**. Business transactions between DEUTZ and its suppliers must mandatorily take place to the exclusion of cash payments and comparably dubious framework conditions.

Regarding their accounting, we expect our suppliers to **strictly comply with the applicable local laws and provisions** as well as the resulting preparation and disclosure of financial records and reports.

4.7 Trade regulations

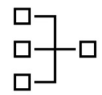
As a globally operating company, we respect **all national and international trade laws and regulations concerning exports, imports, sanctions, tariffs, restrictions and embargoes.** We also expect this **legal compliance** from our suppliers throughout the supply chain. In addition, our suppliers ensure the **exchange of information relevant to foreign trade** and thereby **pursue the goal of a secure supply chain**. Our suppliers must ensure that neither their company itself nor their beneficial owners, representatives or other subcontractors engaged by them are listed on any applicable sanctions list.

To comply with the applicable trade and export control regulations, the **supplier shall provide DEUTZ, in its business documents and, at the latest, immediately upon request,** with all required **information, assistance and documentation**. This includes, in particular, notification as to whether the goods supplied (engines/spare parts) or any type of technology (including supporting services) are subject to the applicable export control or trade regulations, including, where applicable, **Regulation (EU) 2021/821**, and which **export control classification** they may be subject to.

In the case of goods (engines/spare parts) or any type of technology (including supporting services) that are subject to the export control regulations of the USA, China or any other applicable jurisdiction, the supplier shall inform DEUTZ of the relevant export control classification, in particular **the ECCN or EAR classification, the Chinese export control classification or a comparable local classification**. If the supplier does not have the required classification information, it shall provide DEUTZ with the relevant technical data sheets and any other technical information that DEUTZ reasonably requires to carry out an independent classification.

III. Implementation and legal consequences of violations

We expect our suppliers to comply with or fulfil the **principles and requirements set out in this present Supplier Code of Conduct and, at the same time, to monitor this by means of an appropriate system and procedure**. Our suppliers must ensure that their employees know and understand our Supplier Code of Conduct and align their actions accordingly. Furthermore, we expect our suppliers to work towards ensuring that **their contractual partners as well** know and comply with our Supplier Code of Conduct.



The **systematic risk management** is an important building block of sustainable supply chain management. We therefore expect our suppliers to identify risks within their supply chain and to take appropriate preventive measures as well as measures to avert identified risks. In the case of identified risks and/or preventive measures taken, we expect our suppliers to document these and to communicate them transparently to DEUTZ.

To fulfil the requirements of the **LkSG**, DEUTZ conducts annual risk analyses in its supply chain. Identified suppliers in which DEUTZ sees an increased risk of potential human-rights and/or environmental violations (so-called **risk suppliers**) must participate in a **more in-depth sustainability assessment** via the assessment partner specified by DEUTZ. If, in this course, the risk of human-rights and environmental violations by a supplier materialises, the supplier is obliged to cooperate in the preventive and/or remedial measures specified by

DEUTZ in order to end or minimise the violations within a foreseeable period. From all **TOP suppliers** we expect voluntary participation, and upon request by DEUTZ, in such a **sustainability assessment**.

In the case of **knowledge of (potential) violations** which in particular (but not exclusively) concern the requirements of this Supplier Code of Conduct, the supplier must **notify us without delay**. For this purpose, among others, a publicly accessible www.deutz.com whistleblower system is available in the Compliance section of our company website **whistleblower system**. Through this, it is possible for our suppliers and all stakeholders of the company at any time **to report any compliance suspicions** – also anonymously – and to **demand remedy**.

We reserve the right to obtain **self-disclosures** and, after reasonable prior notice, to conduct risk-based audits or assessments at the production and business sites of our suppliers, in order to ensure that they comply with all applicable laws, regulations and standards.

Our suppliers commit to granting DEUTZ **access to documents and to providing information** that is required to carry out the audit right. Insofar as we obtain indirect knowledge of law-violating conduct by sub-suppliers or business partners of our suppliers, the supplier must grant occasion-related access to documents with sub-suppliers and business partners. In the event that a supplier violates this present Supplier Code of Conduct to a considerable extent and, following our notice thereof, takes no remedial measures, this entitles us to **extraordinary termination** of the underlying supply contract.

IV. Acknowledgement and consent of the supplier

By signing this document, the supplier “XY” commits to recognising and complying with the principles and requirements set out in this Supplier Code of Conduct. This obligation applies to all sites of the supplier “XY” as well as to all affiliated companies of the supplier. In addition, we expect the supplier to communicate our Supplier Code of Conduct within its supply chain and to its employees in a manner comprehensible to them, and to take all necessary precautions for the implementation of the requirements.

Place, date

Name of supplier

First name, surname, function

Signature

V. References

DEUTZ Sustainability Strategy:
https://www.deutz.com/nachhaltigkeit

DEUTZ Whistleblower System:
https://www.deutz.com/ueber-uns/compliance

United Nations Global Compact:
https://www.unglobalcompact.org/

United Nations Guiding Principles on Business and Human Rights:
https://www.auswaertiges-amt.de/blob/266624/b51c16faf1b3424d7efa060e8aaa8130/un-leit-prinzipien-de-data.pdf

OECD Guidelines for Multinational Enterprises:
https://www.oecd.org/berlin/publikationen/oecd-leitsaetze-fuer-multinationale-unterneh-men.htm

Act on Corporate Due Diligence Obligations in Supply Chains (LkSG):
https://www.bgbl.de/xaver/bgbl/start.xav?startbk=Bundesanzei-ger_BGBl&jumpTo=bgbl121s2959.pdf#__bgbl__%2F%2F*%5B%40attr_id%3D%27bgbl121s2959.pdf%27%5D__1665244300600tt (bgbl.de)

Convention against Torture:
https://www.institut-fuer-menschenrechte.de/fileadmin/Redaktion/PDF/DB_Menschen-rechtsschutz/CAT/CAT_Konvention.pdf

Universal Declaration of Human Rights of the United Nations:
https://www.ohchr.org/en/universal-declaration-of-human-rights

Core labour standards of the International Labour Organization (ILO):
https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12001:0::NO:::

EU General Data Protection Regulation (EU GDPR):
https://www.datenschutz-grundverordnung.eu/

EU Conflict Minerals Regulation EU 2017/821:
https://eur-lex.europa.eu/legal-content/DE/TXT/?uri=celex:32017R0821

Dodd-Frank Act:
https://www.congress.gov/111/plaws/publ203/PLAW-111publ203.pdf

Treaty on the Functioning of the European Union (TFEU):
https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:12012E/TXT:de:PDF

United Nations Convention on the Elimination of All Forms of Discrimination against Women:
https://unwomen.de/wp-content/uploads/2022/03/cedaw.pdf

Paris Agreement of the United Nations:
https://eur-lex.europa.eu/legal-content/DE/TXT/?uri=CELEX:22016A1019(01)

Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS):
https://eur-lex.europa.eu/legal-content/DE/TXT/?uri=CELEX%3A32011L0065

Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH):
https://eur-lex.europa.eu/legal-content/DE/ALL/?uri=CELEX%3A32006R1907