

§ Supplier Compliance / Supplier Code of Conduct

1. Definitions

1.1. "Code" means the NOSTA Supplier Code of Conduct in the current version, as Appendix X to this Agreement or provided by NOSTA in text form (e.g. via supplier portal/link).

1.2. "Applicable law" includes all laws, regulations and official requirements relevant to the Supplier's services (in particular labour law, environmental law, occupational safety/health protection, customs/export law, sanctions law, data protection law, competition law).

1.3. "Subcontractors" are all third parties used by the Supplier to perform its contractual obligations (e.g. subcontractors, carriers, storage/handling service providers, personnel and IT service providers).

1.4. "Material Breach of Duty" means a breach of this Clause, the Code or Applicable Law that (i) is serious, (ii) is not remedied in time despite a deadline has been set, or (iii) is typically irremediable (e.g. forced/child labour, corruption, sanctions violations, serious HSE breaches, significant data protection/information security incidents, deliberate deception).

2. Validity and order of precedence

2.1. The Supplier undertakes to comply with the Code and the Applicable Law throughout the term of the Agreement.

2.2. In the event of contradictions, the following order of precedence shall apply: (1) Individual Agreements, (2) this Clause, (3) Code, (4) Other Annexes/T&Cs. Mandatory law remains unaffected.

2.3. If several sets of rules are applicable, the higher level of protection must be observed in each case.

2.4. The Supplier shall be guided by internationally recognised principles of responsible business practices (in particular the UN Global Compact, the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises and the ILO Basic Principles and Rights at Work) and shall take them into account within the framework of Applicable Law.

3. Obligations of the Supplier

3.1. Human rights and labour standards are respected, in particular no forced labour, no child labour, no discrimination, no bullying/harassment, compliance with minimum wage/remuneration regulations and working time regulations, as well as respect for freedom of association within the legally permissible framework.

3.2. Occupational health and safety (HSE) is effectively organised, including risk assessments, instruction, personal protective equipment, emergency management and safe operational procedures (including load securing, safe industrial truck/forklift processes, compliance with statutory driving and rest times, proof of qualifications). Employees must be adequately trained in occupational health and safety topics; Training and safety-related information must be provided in a language that employees understand. Where relevant, basic health and hygiene requirements (e.g. access to drinking water and sanitation) must be ensured.

3.3. Environmental obligations are complied with and environmental impacts are minimised (e.g. waste and hazardous substance management, proper disposal, spill/leakage prevention, resource and energy efficiency within reasonable limits). The supplier maintains an appropriate system for identifying and managing potential environmental hazards and can provide relevant environmental and climate data upon request.

3.4. Integrity is maintained: no bribery/corruption, no improper advantages, no antitrust violations, adequate prevention against money laundering; Conflicts of interest will be disclosed to NOSTA immediately. Supplier shall maintain complete and accurate financial records and prepare reports in accordance with applicable legal requirements.

3.5. Customs/export/sanctions compliance will be complied with and no circumvention transactions will be carried out; required information and documents shall be provided correctly and completely, insofar as within the respective scope of services provided by the Supplier. In particular, the Supplier shall ensure that itself, its beneficial owners, representatives and subcontractors used for the performance of the contract are not included on relevant sanctions or denied party lists.

3.6. Data protection and information security shall be adequately implemented, including the protection of personal data, protection of confidential information, access controls and incident management in accordance with the state of the art and the risk profile. In doing so, the Supplier shall take into account the need for protection of confidentiality, integrity and availability of the data over the entire data life cycle and shall determine appropriate technical and organisational measures. Confidential information will only be used for a specific purpose and will not be disclosed unless it is publicly known or disclosure is legally mandatory.

3.7. Fair recruitment and voluntariness: Employment is voluntary. Employees retain control over their identity documents and other personal legal documents; the retention of documents or inadmissible deposits/deposits are prohibited. Employees are not allowed to pay placement, recruitment, or other fees to be employed; such fees shall be borne by the supplier to the extent that they are incurred. Trafficking in human beings, psychological or physical coercion and undue punishment are prohibited; Disciplinary measures must be defined transparently and communicated to the employees.

3.8. Remuneration, Working Hours and Comprehensibility: The Supplier shall comply with the applicable statutory and binding industry standards regarding working hours, overtime, breaks and paid leave. Remuneration is paid in due time at least in accordance with minimum wage law and, if applicable, applicable collective agreements. Accounting and employment documents must be provided in a language that employees understand. Wage or salary deductions as a disciplinary measure are not permitted, unless absolutely permitted by law.

3.9. Diversity and inclusion: The supplier promotes an inclusive work environment and is committed to equal opportunities. Discrimination on the basis of protected characteristics will not be tolerated.

3.10. Business continuity planning: Supplier shall take appropriate precautions for disruptions to its business (e.g., natural disasters, supply chain failures, epidemics/pandemics, information security issues/cyberattacks) and maintain appropriate business continuity and contingency plans to protect employees, the environment, customers, and NOSTA from the effects of significant disruption.

3.11. Conflict Minerals and Responsible Sourcing (where relevant): Supplier shall comply with applicable laws and resulting due diligence obligations with respect to the sourcing of minerals/materials from conflict-affected or high-risk areas to the extent that its deliveries contain or concern such materials.

3.12. Respect, Care and Protection of NOSTA Property: The Supplier shall act respectfully and in good faith towards NOSTA employees. Property and equipment entrusted to NOSTA or its customers must be handled with due care. The use of NOSTA trademarks, trademarks or materials is only permitted with authorization and exclusively for the agreed purpose; any misuse or damage to reputation is prohibited.

3.13. Continuous Improvement and Disclosure: The Supplier shall strive for continuous improvement, set measurable targets in the areas of the environment, working conditions, occupational safety and diversity where appropriate, and may provide NOSTA with appropriate information on progress and relevant environmental and climate data upon request.

4. Flow-down / subcontractor control

4.1. The Supplier shall only use subcontractors if it contractually obliges them to comply with the Code, this Clause and the Applicable Law at least equivalently. This includes, in particular, rights of participation, which are relevant to evidence, information and audits.

4.2. The Supplier shall remain responsible for the acts and omissions of its subcontractors as well as for its own conduct.

4.3. Upon request, the Supplier shall designate the subcontractors used for the performance of the contract to the extent necessary for risk assessment, compliance or security requirements.

5. Evidence and Participation

5.1. The Supplier shall provide reasonable evidence of compliance with this Clause and the Code (e.g. guidelines, training records, HSE documents, proof of qualifications, relevant certificates, subcontractor lists) and shall retain them for five (5) years from the date of performance, unless there are longer statutory retention periods.

5.2. Upon reasoned request, the Supplier shall provide NOSTA with relevant evidence in an appropriate form within ten (10) working days. Confidential content may be blacked out, provided that the verifiability is not unreasonably impaired.

6. Audit rights (document review and on-site)

6.1. NOSTA is entitled to audit compliance with this clause and the Code on a risk-based basis (remote/document review and/or on-site audit).

6.2. On-site audits are usually conducted with ten (10) business days' notice. In the event of a concrete suspicion of a material breach of duty or for the purpose of averting danger, NOSTA may carry out audits without prior notice or with a shortened period of time, insofar as legally permissible.

6.3. Audits may be carried out by NOSTA and/or by third parties commissioned by NOSTA who are obliged to maintain confidentiality.

6.4. The Supplier shall grant access to relevant areas and documents and, to the extent permitted by law, the opportunity to talk to the relevant employees.

6.5. NOSTA shall bear the reasonable audit costs, unless the audit finds a material breach of duty or repeated significant deviations; in this case, the supplier shall bear the reasonable audit and follow-up costs.

7. Obligation to Report / Incident Notification

7.1. The Supplier shall inform NOSTA without undue delay, at the latest within seventy-two (72) hours, if there is a suspicion or finding of a material breach of duty (its own or in the case of subcontractors).

7.2. The Supplier shall inform NOSTA without undue delay, at the latest within seventy-two (72) hours, if any serious HSE or environmental incident occurs (e.g. fatal accidents, significant environmental releases).

7.3. The Supplier shall inform NOSTA without undue delay, at the latest within seventy-two (72) hours, if material official investigations/orders in connection with Code issues become known.

7.4. The Supplier shall notify NOSTA without undue delay, at the latest within seventy-two (72) hours, of any data protection or information security incidents that may affect NOSTA, Customer or System Data.

7.5. Reporting of irregularities: The Supplier shall facilitate the reporting of suspected violations of the law or the Code without retaliation (internally and/or through external reporting channels). Information related to NOSTA can also be reported via the whistleblower channel designated by NOSTA in each case.

8. Remedies / CAPA

8.1. If NOSTA detects deviations, the Supplier shall prepare a written corrective and preventive action plan (CAPA) within ten (10) business days, including root cause analysis, immediate measures, package of measures, responsibilities, deadlines and proof of effectiveness.

8.2. The Supplier shall implement the measures in a timely manner and prove their effectiveness.

8.3. NOSTA may require appropriate supplementary measures insofar as this is necessary for risk reduction and reasonable for the Supplier.

9. Suspension, retention, extraordinary termination

9.1. In the event of a concrete suspicion of a material breach of duty, NOSTA may temporarily suspend orders/delivery call-offs or service provision and withhold payments to an appropriate extent until the facts of the case have been clarified.

9.2. In the event of a material breach of duty, NOSTA shall be entitled to extraordinary termination without notice.

9.3. In particular, the following shall be deemed to be material breaches of duty: forced labour, child labour, human trafficking or serious human rights violations, Bribery/corruption, serious antitrust violations or money laundering, intentional or grossly negligent violations of sanctions/export controls, serious or repeated HSE/environmental violations with significant risk, significant privacy/information security breaches, Refusal of audits/evidence or deliberate misrepresentation/deception.

9.4. Incurable violations entitle the holder to terminate without a remedial period. In curable cases, NOSTA may set a reasonable remedial period; fruitless expiry entitles the holder to terminate.

10. Indemnification / Indemnification

10.1. The Supplier shall indemnify NOSTA against claims by third parties, official fines, damages and reasonable costs (including legal costs) to the extent that these are based on a culpable breach of this clause or the Code by the Supplier or its subcontractors.

10.2. Further statutory and contractual claims remain unaffected.

11. Confidentiality

11.1. Audit and compliance information will be treated confidentially by NOSTA and will only be disclosed internally and to commissioned auditors/authorities to the extent necessary.

11.2. The Supplier's confidentiality obligations towards NOSTA remain unaffected.

12. Final Provisions (Choice of Law, Place of Jurisdiction)

12.1. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

12.2. The place of jurisdiction for all disputes arising from and in connection with this contract is Osnabrück, to the extent permitted by law.

12.3. Should any provision of this clause be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by an effective provision that comes closest to the economic purpose.

Approved by the Executive Management of

NOSTA Holding GmbH

Osnabrück, July 24th 2026