

Supplier Code of Conduct

1. Purpose

Wulff is committed to responsible business across its supply chain. This Supplier Code of Conduct ("Code") sets minimum requirements and expectations for all suppliers to Wulff and to their sub-contractors and agents engaged in supplying products or services to Wulff.

2. Scope and Flow-Down

This Code applies to all Suppliers (any entity that supplies goods or services to Wulff) and their Sub-contractors at every tier. Suppliers must flow down equivalent requirements contractually and be able to demonstrate compliance on request.

3. Legal Compliance and Standards

Suppliers shall comply with all applicable laws and respect internationally recognized standards, including the UN Guiding Principles on Business and Human Rights, ILO Core Conventions, OECD Guidelines for Multinational Enterprises, and relevant environmental and product safety regulations in countries of operation and sale.

4. Human and Labor Rights

4.1 No Forced Labor or Human Trafficking. No use of forced, bonded, prison, or trafficked labor. No retention of identity documents. Workers may resign with reasonable notice. No recruitment fees charged to workers ("employer pays").

4.2 No Child Labor. Minimum age is 15 or higher per local law/compulsory education. Maintain remediation procedures and support schooling if any child labor is found.

4.3 Non-Discrimination. No discrimination in hiring, pay, benefits, promotion, discipline, termination, or retirement on any protected ground.

4.4 Dignity and Respect. Zero tolerance for harassment, abuse, or intimidation (physical, sexual, psychological, or verbal).

4.5 Freedom of Association and Collective Bargaining. Respect workers' rights to organize and bargain collectively. No retaliation for lawful union activities or worker representation.

4.6 Wages and Benefits. Pay at least legal minimums and aim for living wages where legally feasible, paid on time with clear payslips. Provide all mandated benefits.

4.7 Working Hours. Comply with law and ILO standards. Employees should not be required to work more than 48 hours a week or the maximum number of work hours per week permitted in the applicable country of manufacture, whichever is less, except in the extraordinary business circumstances and in the agreement with employee. Employees should be granted at least one day off in every seven-day period. In addition to their compensation for regular hours of work, suppliers shall compensate employees for overtime hours at the applicable premium rate in their country. In countries that have not established premium overtime rates, Suppliers shall not pay employees less than their regular hourly rate for overtime hours.



5. Health and Safety

Provide a safe and healthy workplace: risk assessments, training, incident reporting, safe machinery and PPE. Maintain emergency preparedness (exits clear, extinguishers serviced, posted evacuation plans, annual drills). Provide sanitary facilities, potable water, and adequate dormitory conditions where relevant.

6. Environment and Climate

6.1 Environmental Management. Comply with environmental laws. Implement an environmental management system with targets for GHG emissions (Scopes 1–3 as material), energy, water, waste, hazardous substances, and biodiversity where applicable.

6.2 Renewable Energy and Decarbonization. Suppliers shall:

- (a) measure annual electricity consumption and market-based Scope 2 emissions;
- (b) develop a plan to source an increasing share of electricity from renewable sources (e.g., Guarantees of Origin/RECs, PPAs, on-site generation);
- (d) report annually to Wulff on progress and provide evidence of certificates or contracts;
- (e) prioritize additionality where feasible (e.g., long-term PPAs or new-build sourcing).

6.3 No Deforestation/Conversion. For relevant commodities/materials, suppliers must avoid deforestation and ecosystem conversion and maintain traceability to deforestation-free sources.

6.4 Chemicals and Substances. Manage chemicals safely; comply with REACH/RoHS and any market-specific restricted substance lists for products and packaging.

6.5 Waste and Water. Minimize waste and hazardous waste; promote recycling and responsible disposal. Monitor and, where material, reduce water use and discharge impacts.

7. Product Safety, Quality and Traceability

Ensure products meet all applicable safety, labeling, and conformity requirements in destination markets. Maintain technical documentation and traceability sufficient to support recalls and regulatory requests.

8. Animal Welfare

For animal-derived materials, no cruelty or neglect. Follow the OIE Five Freedoms and maintain traceability to farms/ranches; ensure lawful sourcing and transport.

9. Business Integrity and Compliance

9.1 Anti-Bribery and Corruption. Zero tolerance for bribery, kickbacks, facilitation payments, and improper advantages. Clear rules on gifts, hospitality, travel, and political/charitable contributions.

9.2 Fair Competition. Comply with antitrust/competition laws; no collusion on prices, markets, tenders, or customers.

9.3 Trade Compliance. Adhere to sanctions, export controls, and customs laws; screen counterparties.

9.4 Privacy, Data Security & Confidentiality. Protect personal data and Wulff confidential information with appropriate technical and organizational measures; report breaches promptly.

9.5 Intellectual Property. Respect IP rights; no counterfeit or unauthorized use.



Management Systems and Documentation

Maintain policies, responsibilities, training, internal audits, and corrective action processes to implement this Code. Keep records (e.g., age verification, hours/wages, H&S training, environmental metrics) and provide them upon request. Conduct **annual self-assessment** against this Code.

11. Grievance and Speak-Up

Provide accessible, confidential, and, where feasible, anonymous grievance channels in relevant languages. Prohibit retaliation. Inform workers of avenues to raise concerns internally and to Wulff.

12. Monitoring, Audits, and Corrective Actions

Wulff may conduct announced or unannounced assessments and site visits itself or via third parties. Suppliers shall grant access to facilities, records, and relevant personnel. Where non-compliance is found, Wulff may require a Corrective Action Plan (CAP) with defined owners and deadlines (typ. 30/60/90 days). Suppliers must notify Wulff within 5 business days of becoming aware of any material breach.

13. Remedies and Termination

Failure to comply may result in order suspension, costs of re-inspection charged to supplier, removal from approved supplier list, or termination for cause. Serious Breaches (e.g., forced/child labor, bribery, egregious safety risks) may lead to immediate termination without opportunity to cure, subject to law and contract.

14. Continuous Improvement and Collaboration

Wulff prefers remediation and capability-building where appropriate and reserves the right to set product- or site-specific sustainability targets in the supply agreement.