

## **CHIRON Supplier Code of Conduct**

### Preamble

Dear Supplier,

As an international family-owned corporation, CHIRON Group SE (hereinafter referred to as "CHIRON") considers itself to have a special responsibility toward its employees and business partners worldwide. CHIRON complies with legal requirements and internationally recognized ethical standards. The protection and respect of every human being and the environment are our highest priorities and an indispensable part of our corporate responsibility. In addition, CHIRON is also committed to sustainable coexistence on a social and cultural level.

As a basic prerequisite for a lasting business relationship with CHIRON, we expect our suppliers to also comply with all applicable laws and the principles of this Supplier Code of Conduct and to promote this to the best of their ability among their own suppliers.

Join us in our commitment to fair and sustainable cooperation throughout the entire supply chain.

Tuttlingen, June 1, 2025

The Managing Directors of CHIRON Group SE:

The Managing Directors

## **SUPPLIER DECLARATION**

### **Obligations with regard to the observance and implementation of human rights and environmental due diligence obligations as well as compliance with laws**

#### **1. Commitment to comply with and implement the CHIRON Supplier Code of Conduct (CSCoC) and to observe laws**

The supplier guarantees that, within the scope of its own business activities, in particular when providing goods and services to CHIRON, it will act in accordance with

- a. the CSCoC – also available at [www.chiron-group.com](http://www.chiron-group.com) – which, upon signature by the supplier, becomes an integral part of the contract and the basis for the business relationship between the supplier and CHIRON,
- b. all laws applicable to the supplier, in particular in connection with the business relationship with CHIRON. This includes, in particular, all applicable laws and regulations
  - i. on respect for and compliance with human rights and environmental due diligence obligations,
  - ii. the handling of so-called conflict minerals (tin, tantalum, tungsten, their ores, and gold),
  - iii. chemicals legislation,
  - iv. sustainability
  - v. compliance with data protection and ensuring information security,
  - vi. on industrial property rights,
  - vii. on compliance with antitrust law,
  - viii. on compliance with competition law,
  - ix. on the prevention of corruption,
  - x. to prevent money laundering and terrorist financing,
  - xi. foreign trade and customs law,
  - xii. regarding sanctions and embargoes imposed by states or international organizations.

The supplier is obliged to indemnify CHIRON against any claims by third parties arising from a violation of the aforementioned regulations, unless it can prove that it is not responsible for the violation.

#### **2. Passing on obligations in the supply chain**

The supplier is obliged to require its suppliers to comply with the CSCoC and shall ensure that its suppliers adequately address the requirements of the CSCoC in their supply chain by means of contractual agreements.

The supplier is authorized to comply with the obligation in the preceding sentence 1 on the basis of its own code of conduct, provided that and to the extent that the legal positions set out therein and to be observed correspond to those of the CSCoC.

### **3. Granting access to complaint procedures**

- a. The supplier shall establish a complaint mechanism if it is legally obliged to do so. The supplier shall enable its employees to have unhindered access to the complaint procedure established at CHIRON.
- b. In particular, the supplier shall not take any action that blocks, hinders, or impedes access to its own and/or CHIRON's complaint procedure.
- c. The supplier undertakes to pass on the obligations under sections 3a. and 3b. above to its suppliers and to ensure that the obligations are also adequately addressed in their supply chain.

### **4. Obligation to provide information and cooperate**

- a. The supplier is obliged, at CHIRON's request, to obtain and provide information and documents necessary for CHIRON to comply with all regulatory requirements arising from its business activities. Regulatory requirements arise in particular, but not exclusively, from the
  - i. Supply Chain Due Diligence Act
  - ii. EU Chemicals Regulation (REACH Regulation)
  - iii. EU Conflict Minerals Regulation
  - iv. EU Timber Regulation, EU Deforestation Regulation
  - v. EU Regulation establishing a CO<sub>2</sub>border adjustment mechanism (CBAM)
  - vi. EU General Data Protection Regulation (GDPR)
- b. The supplier undertakes to cooperate fully with CHIRON in order to enable CHIRON to comply with human rights, environmental and sustainability due diligence obligations in the supply chain and to verify the supplier's compliance with these obligations. Accordingly, the supplier undertakes, at CHIRON's request, in particular
  - i. to complete and return supplier questionnaires/supplier self-assessment forms sent by CHIRON,
  - ii. to participate in training courses offered by CHIRON on relevant topics,
  - iii. to participate in supplier audits conducted by CHIRON or third parties commissioned by CHIRON and, in this context, to grant access to the business premises and to verify the facts, in particular the information provided by the supplier.

**5. Consequences of violations by the supplier**

In the event of violations of the CSCoC by the supplier, CHIRON is entitled, at its reasonable discretion,

- a. suspend its performance of the contract,
- b. terminate the contract or withdraw from the contract,
- c. to withdraw from the entire business relationship

without incurring any liability for damages or compensation if the supplier fails to remedy the breach after receiving a warning with a reasonable deadline. In the event of a serious, ongoing, or repeated breach, a warning and deadline are not required. A serious breach is, in particular, but not limited to, a breach of the prohibition of child labor, forced child labor, forced labor, corruption, money laundering, and terrorist financing, as well as breaches of sanctions and embargoes.

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Place, date

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Signature

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Name

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Position

\_\_\_\_\_  
Company

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Company

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## **Our CHIRON Supplier Code of Conduct (CSCoC)**

As a company with international ties, CHIRON Group SE (hereinafter referred to as "CHIRON") considers itself to have a special responsibility to work toward improving the global human rights situation along its supply chains and to shape its business relationships with a view to the 2030 Agenda (17 Sustainable Development Goals, SDGs) in the interests of socially, economically, and ecologically sustainable development.

We therefore align our business activities with the internationally recognized United Nations Guiding Principles on Business and Human Rights and thus implement the requirements of the National Action Plan for Business and Human Rights applicable in Germany and the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, LkSG).

Our understanding of human rights due diligence is also based on the following international human rights instruments:

- United Nations Universal Declaration of Human Rights
- Principles of the UN Global Compact
- OECD Guidelines for Multinational Enterprises
- Core labor standards of the International Labor Organization (ILO) with its five fundamental principles on
  - freedom of association and the right to collective bargaining
  - elimination of forced labor
  - Abolition of child labor
  - Elimination of discrimination in respect of employment and occupation
  - Occupational health and safety

In addition, we comply with all national and international laws and regulations applicable to us. We believe that compliance with the existing legal framework governing our business activities offers the greatest possible guarantee of transparent and fair cooperation with business partners and respect for the competitive environment.

Our CHIRON Supplier Code of Conduct (CSCoC) is therefore based not only on compliance with human rights and environmental due diligence obligations, but also on compliance with all applicable laws, in particular—but not limited to—laws and regulations

- relating to conflict minerals
- relating to chemical legislation
- on sustainability
- on data protection
- intellectual property rights (IP)
- on antitrust law
- on competition law
- on combating bribery and corruption and all other forms of corruption
- on combating money laundering and terrorist financing
- Foreign trade and customs law
- on sanctions and embargoes

CHIRON expects all business partners who supply goods and merchandise to CHIRON or provide services, work, or other benefits to CHIRON (hereinafter collectively referred to as "suppliers") to comply fully with applicable laws, conduct their business in a manner that respects human rights, and adhere to the principles described in this CSCoC. We also expect our suppliers to support us in fulfilling our regulatory obligations and to cooperate with us in this regard.

In addition, we expect suppliers to commit their own suppliers, subcontractors, and vendors to the principles described in a similar manner, to verify compliance with these principles in the supply chain, and to make every effort to implement the principles described with their own suppliers and subcontractors.

### **1 Human rights, labor rights, and human rights-related environmental due diligence**

We expect suppliers to ensure compliance with internationally recognized human rights and to avoid causing or participating in human rights violations. We also expect our suppliers to comply with the fundamental labor rights of the applicable law and to recognize the core labor standards of the ILO. Finally, we expect compliance with environmental due diligence obligations insofar as their violation could endanger human rights.

### **1.1 Prohibition of child labor and forced child labor**

Suppliers shall not employ children under the age at which compulsory schooling ends under the law of the place of employment, whereby the minimum age shall in no case be less than 15 years.

In addition, persons under the age of 18 may not perform any work for suppliers that constitutes one of the worst forms of child labor as defined by ILO Convention 182, such as child slavery, child trafficking, servitude, forced or compulsory labor, child prostitution or child pornography, activities related to drugs, or other activities that are harmful to the health, safety, or morals of children.

### **1.2 Prohibition of forced labor**

Suppliers must not employ anyone in prohibited forced or compulsory labor. All activities must be performed on a voluntary basis and must not be performed as a result of debt bondage or human trafficking. Our suppliers' employees must be free to leave their employer in compliance with the statutory notice periods. Retaining identity documents or work permits for the purpose of making it difficult for the employee to leave the employer is prohibited.

Suppliers shall not use any form of slavery and shall not tolerate slave-like practices, serfdom, or other forms of domination and oppression in the workplace, for example through economic or sexual exploitation and humiliation.

### **1.3 Health and safety**

Suppliers shall comply with all applicable occupational health and safety regulations and working time regulations at the place of employment in order to prevent accidents at work and work-related health hazards. In particular, they shall comply with all safety standards relating to the workplace, the workstation, and work equipment, provide the necessary protective equipment free of charge against the effects of chemical, physical, and biological substances, and organize work in such a way that excessive physical or mental exhaustion is counteracted by sufficient rest and recovery breaks. Suppliers shall also ensure that employees receive adequate training and regular instruction in accident prevention and health protection.

#### **1.4 Freedom of association and coalition**

Suppliers shall respect freedom of association and recognize the right of employees to freely form or join trade unions. Employees shall not be disadvantaged or favored because of the formation of, or affiliation with, a trade union or other employee representation. Suppliers shall allow trade unions to operate freely and in accordance with the law of the place of employment; this includes the right to strike and the right to collective bargaining.

#### **1.5 Prohibition of discrimination**

Suppliers shall not treat their employees unequally on the basis of national or ethnic origin, skin color, social background, health, disability, sexual orientation, age, gender, political opinion, religion, or ideology; in particular, suppliers shall pay their employees equal pay for work of equal value.

#### **1.6 Reasonable remuneration**

Suppliers pay their employees appropriately. Appropriate remuneration is at least the minimum wage stipulated by applicable law and is otherwise determined in accordance with the law of the place of employment.

#### **1.7 Soil, water, and air changes, noise, resource consumption**

Suppliers shall refrain from causing harmful soil contamination, water or air pollution, harmful noise emissions or excessive water consumption that significantly impairs the natural basis for the preservation and production of food, denies a person access to safe drinking water, impedes or destroys a person's access to sanitation facilities, or harms a person's health.

#### **1.8 Unlawful land acquisition**

We expect our suppliers to comply with the prohibition of unlawful eviction and the prohibition of unlawful deprivation of land, forests, and water when acquiring, developing, or otherwise using land, forests, and water whose use secures a person's livelihood.

#### **1.9 Use of security forces**

Suppliers shall ensure that private or public security forces commissioned or used by them are adequately instructed and monitored to ensure that they comply with all applicable laws during their deployment, in particular that they observe the prohibition of torture and cruel, inhuman, or degrading treatment, do not unlawfully harm the life or limb of others, and do not interfere with the freedom of association and collective bargaining of employees.

#### **1.10 Other serious interference with protected legal rights**

Suppliers shall refrain from any other actions or omissions in breach of their duties beyond those specified in sections 1.1–1.9 above which are directly likely to impair a protected legal position in a particularly serious manner and whose illegality is obvious when all circumstances are taken into account.



### **1.11 Handling of mercury – Minamata Convention**

Suppliers shall refrain from

- manufacturing products containing mercury in accordance with Article 4(1) and Annex A, Part I of the Minamata Convention on Mercury of October 10, 2013 (Minamata Convention),
- using mercury and mercury compounds in manufacturing processes within the meaning of Article 5(2) and Annex B, Part I of the Minamata Convention,
- treat mercury waste contrary to the provisions of Article 11(3) of the Minamata Convention.

### **1.12 Dealing with persistent organic pollutants – POPs Convention**

Suppliers shall comply with the prohibition

- the production and use of chemicals in accordance with Article 3(1)(a) and Annex A of the Stockholm Convention of May 23, 2001, on Persistent Organic Pollutants (POPs Convention),
- the environmentally sound management, collection, storage, and disposal of waste in accordance with the regulations applicable under the applicable legal system in accordance with the provisions of Article 6(1)(d)(i) and (ii) of the POPs Convention.

### **1.13 Handling of hazardous waste – Basel Convention**

Suppliers shall refrain from

- exporting hazardous and other wastes within the meaning of Article 1(1) and (2) of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal of March 22, 1989 (Basel Convention)
  - to a Party that has prohibited the import of such waste,
  - to an importing country within the meaning of Article 2(11) of the Basel Convention which has not given its prior written consent to the specific import, if that country has not prohibited the import,
  - to a non-Contracting Party to the Basel Convention,
  - to an importing country, if such hazardous or other waste is not treated in an environmentally sound manner in that country or elsewhere.
- the export of hazardous waste within the meaning of Article 1(1) from countries listed in Annex VII to the Basel Convention to countries not listed in Annex VII,
- the import of hazardous wastes and other wastes from a non-Party to the Basel Convention.

## **2 Applicable national and international laws and regulations**

We expect our suppliers to comply with all applicable national and international laws and regulations, in addition to respecting human rights, labor rights, and environmental due diligence obligations.

### **3 CHIRON principles for transparent, fair, and sustainable business practices**

CHIRON expects its suppliers to agree to and implement the following CHIRON principles for transparent, fair, and sustainable business practices, regardless of whether there are corresponding national and/or international laws or regulations that apply to the suppliers. Insofar as any applicable laws or regulations and the CHIRON principles do not correspond, the stricter requirements shall apply.

#### **3.1 Dealing with conflict minerals**

If suppliers deliver products to CHIRON that contain gold, tin, tungsten, or tantalum ("conflict minerals"), they shall inform CHIRON of this upon request and investigate their supply chain to an appropriate extent. provide CHIRON with written information about the origin of these substances, supported by appropriate evidence, and demonstrate that their raw materials do not originate from conflict and risk areas or have been obtained in a manner that accepts human rights violations.

#### **3.2 Handling of certain chemicals**

As a manufacturer of machines, CHIRON is subject to various legal requirements regarding substances (e.g. due to the EU Chemicals Regulation, REACH). This means that CHIRON must ensure that its products either do not contain certain chemical substances at all or only contain them in permissible quantities. Suppliers therefore undertake to provide CHIRON with relevant information on the material composition of their products upon request, to carry out appropriate investigations, in particular with their suppliers, and to pass on this obligation to their suppliers in the supply chain. Suppliers also undertake to inform CHIRON immediately, even without being asked, if the material composition of the products they supply changes; suppliers will also pass on this obligation to their suppliers.

#### **3.3 Data protection, confidentiality, secrecy, information security**

We expect suppliers to process personal data exclusively in a lawful manner based on applicable data protection regulations and only for legitimate purposes.

Trade secrets and other confidential information that suppliers receive in connection with their cooperation with CHIRON must be treated as confidential and may not be disclosed to third parties without authorization. In particular, confidentiality and/or non-disclosure agreements and all other agreed information security requirements must be strictly observed.

Suppliers shall operate an information security management system to ensure adequate protection and handling of all information with regard to confidentiality, availability, and integrity.

### **3.4 Sustainability – ESG (Environmental Social Governance)**

CHIRON attaches particular importance to the issue of sustainability. The economical use of resources and the protection of nature and the environment are important to us. Compliance with all legal requirements for this purpose is therefore a matter of course for us. We support the concept of the "European Green Deal," the EU Commission's concept with which the EU aims to make the transition to a modern, resource-efficient, and competitive economy that will be net-zero greenhouse gas emissions by 2050.

We therefore expect our suppliers to comply with all resource-related laws, such as the EU Timber Regulation, the EU Deforestation Regulation, and the EU Regulation on the establishment of a CO2 border adjustment mechanism (Carbon Border Adjustment Mechanism, CBAM), as well as supporting CHIRON in complying with these laws and going beyond them, in particular by providing data, e.g., in the context of CO2 accounting.

### **4 Intellectual property rights**

Suppliers shall respect the intellectual property rights of CHIRON and others. This includes, in particular, but is not limited to, copyrights, patent, utility model, and design rights, existing know-how, company, name, trademark, and label rights, rights to business designations, and similar property rights.

### **5 Avoidance of conflicts of interest; fair competition; antitrust law**

In our business dealings with our customers, suppliers, and other business partners, we ensure that there are no conflicts of interest that could influence business relationships. A conflict of interest would exist, for example, if the personal interests of individuals acting on behalf of CHIRON could (potentially) conflict with the corporate interests of CHIRON, for example because a person working for the business partner is related to, closely acquainted with, or friends with a CHIRON employee.

We hereby request that our own employees and the representatives of our business partners disclose any potential conflicts of interest at any time during a business relationship in order to create transparency, so that we can review each individual case and take appropriate action if necessary. Our employees should contact their respective supervisor or compliance contact person, and our business partners should contact their contact person in our company, our compliance contact person, or our management.

### **6 Prohibition of bribery, corruption, and other forms of corruption**

We expect suppliers to refrain from any form of bribery, corruption, or any other form of corruption and not to participate in it either directly or indirectly. This means that benefits of any kind (neither monetary nor non-monetary benefits, no gifts, hospitality, or other invitations) may not be offered, promised, granted, or accepted in return for preferential treatment in business transactions, either to private parties or to government and public authority representatives. This also includes refraining from granting and accepting improper facilitation payments.

Invitations and gifts to employees and other representatives of CHIRON may only be granted if the occasion and scope are appropriate, i.e., if they are within the scope of customary business hospitality, custom, and courtesy and are of low value. Suppliers shall observe CHIRON's prohibition on accepting monetary gifts.

## **7 Prohibition of money laundering and terrorist financing**

Suppliers shall comply with all applicable money laundering regulations and shall not promote the financing of terrorism either directly or indirectly.

## **8 Customs and foreign trade law; sanctions and embargoes**

Suppliers shall comply with all applicable customs and foreign trade regulations. This includes strict compliance with all applicable export control, embargo, and sanctions regulations, as well as obtaining the necessary official export licenses. Suppliers shall provide CHIRON with all information relevant to compliance with the aforementioned regulations. This includes, in particular, the export control classification (Export Control Classification Number "ECCN"), the commodity code number according to the harmonized system, the country of origin, and, if applicable, proof of preferential trade.

## **9 Reports and notices**

Whistleblower/complaint mechanism

CHIRON has established a whistleblower/complaint system.

We ask our suppliers to report any violations of the principles described in this Supplier Code of Conduct via our whistleblower system.

All CHIRON employees, as well as customers, suppliers, their employees, and other third parties, have the opportunity to report misconduct at CHIRON, as well as human rights and environmental complaints relating to our supply chain, either anonymously or otherwise.

In addition, we encourage our suppliers to set up their own complaint mechanism, even if they are not legally required to do so, and to promote this within their own supply chain. You can access the CHIRON whistleblower/complaint mechanism at

<https://chiron-group.com/de/unternehmen/compliance>

Suppliers can also send relevant information to CHIRON's compliance function as follows:

Phone                      +49 (0)7461-9400

By mail:                    CHIRON Group SE  
                                 c/o Legal Department  
                                 "Complaints Procedure"  
                                 Kreuzstraße 75  
                                 78532 Tuttlingen  
                                 Germany

## **10 Agreement to the CHIRON Supplier Code of Conduct**

We agree to the CHIRON Supplier Code of Conduct by signing the separately attached supplier declaration on "Obligations with regard to the observance and implementation of human rights and environmental due diligence obligations and compliance with laws" on behalf of our company.