

Code of Conduct for Contractors

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1 Introduction

1.1 Expectation

BTE conducts its activities on the basis of integrity, sustainability, responsibility and safety. BTE expects the same from its contractors. This Code of Conduct sets out the core principles that BTE adheres to and specifies what BTE expects from its contractors. BTE is convinced that conducting business in accordance with this Code contributes to the continuity of the relationship with contractors and the long-term success of both BTE and its contractors.

1.2 Scope

This Code of Conduct applies to all contractors who supply products or services to BTE or carry out work on our behalf.

Contractors must also ensure that their employees and any third parties or subcontractors engaged by them who are involved in carrying out work for us are familiar with the relevant provisions of this Code of Conduct and act in accordance with them.

1.3 Compliance

BTE expects its contractors to act in accordance with all laws, regulations and rules applicable to the activities they carry out for BTE. BTE expects its contractors to comply with the fundamental principles of this Code, or to demonstrably apply comparable principles. If any part of this Code is unclear, please contact the relevant BTE contact person or send an email to purchase@bte.nl.

1.4 Information and (non-)compliance

BTE wishes to work together with its contractors to improve social and environmental performance. At BTE's request, the contractor must, free of charge, provide information regarding its performance in relation to the topics covered by this code. BTE reserves the right to carry out audits or request supporting documentation to verify compliance with this code of conduct.

Measures will be agreed with contractors who are unable to comply with the provisions of this code to ensure compliance in the near future. Persistent or serious non-compliance with this code may lead to corrective measures, including, ultimately, the termination of the business relationship.

Non-compliance shall in any event be regarded as serious where:

- There is bribery or corruption involving BTE staff.
- Child labour or forced labour is used.
- Fraud or money laundering is committed intentionally or repeatedly, affecting BTE.
- 1. Breaches of applicable sanctions regulations are committed.

- The deliberate provision of incorrect information, or the falsification of documents, certificates, reports or statements.
- Failure to comply with safety instructions.
- Systematic breaches of fundamental privacy obligations towards BTE.

In such cases, BTE is entitled to terminate the business relationship with immediate effect, without prejudice to any other legal remedies.

2 Governing law and dispute resolution

This Code of Conduct and any disputes arising out of or in connection with its interpretation or compliance shall be governed by Dutch law. Disputes shall be submitted to the competent court in the Netherlands, unless the parties have agreed in writing on an alternative method of dispute resolution.

3 Integrity

3.1 Integrity in business

For BTE, sincerity, integrity and probity are paramount in all aspects of its business operations. BTE expects the same in its relationships with all those with whom it does business.

3.2 Bribery and improper inducement

Bribery is the giving of money, goods or other forms of remuneration to a recipient in exchange for a change in behaviour in the giver's interest. BTE requires its contractors to conduct business fairly and with integrity. Bribery of BTE employees is strictly prohibited. Entering into or maintaining a business relationship with BTE must not be influenced by bribery.

Gifts, favours, entertainment and preferential treatment are permitted only if they:

- Are in line with customary business practice.
- Are not of excessive value and cannot be construed as bribes or kickbacks.
- Are not intended, or could not reasonably be construed, as a means of influencing decision-making, the awarding of contracts or other business decisions.
- Do not contravene applicable laws, regulations or ethical standards.
- If they were to become public, they must not bring the company or the employee into disrepute.

Commissions, rebates, price discounts, credits and surcharges may form part of normal business transactions. However, such benefits must represent a reasonable value, be recorded transparently and serve a legitimate business purpose. Great care must be taken to prevent illegal or unethical payments and to ensure compliance with applicable tax and legal obligations. If there is any doubt regarding the permissibility of a gift, favour or other form of benefit, prior written approval must be obtained from BTE's management.

3.3 Fair competition

Contractors must compete fairly and comply with the applicable legislation on competition and antitrust law. They must not enter into agreements or engage in practices that have a restrictive effect on competition, such as price-fixing, market sharing or abuse of a dominant position. They must not offer misleading products or services, including on behalf of BTE.

3.4 Trade controls and sanctions

Contractors shall comply with all applicable export regulations and, where necessary, provide accurate and factually correct information to customs and other authorities. They shall monitor trade restrictions and sanctions applicable to their transactions with BTE, including sanctions imposed by the European Union, the United Nations and other competent authorities.

Contractors guarantee that neither they themselves, nor their directors, nor – to the extent reasonably known – their direct suppliers are subject to sanctions that prohibit or restrict the execution of transactions with BTE. Contractors shall notify BTE without delay as soon as they become aware of any facts or circumstances indicating a possible breach of applicable sanctions regulations.

3.5 Conflict of interest

Decisions made by contractors' employees regarding business transactions with BTE must not be influenced by personal or private interests. Personal or friendly relationships with a BTE employee must not be exploited to influence that employee's professional judgement. Contractors must not provide financial or any other form of support to political parties in order to influence transactions with or on behalf of BTE.

3.6 Company resources

Where contractors use or have access to BTE's business resources – including staff, systems, networks and facilities – these resources must be used solely in accordance with BTE's instructions and for their intended purpose.

3.7 Accurate record-keeping

Contractors shall maintain accurate, complete and up-to-date records of their transactions with BTE. These records shall be retained in accordance with applicable laws and regulations. As part of their due diligence obligations, contractors shall retain documentation of the measures taken for a period of at least five years.

3.8 Prevention of fraud and money laundering

Contractors shall have internal control systems in place to detect, prevent and respond appropriately to fraud and money laundering. Transactions shall be properly recorded and assessed. Any fraud that may affect BTE shall be reported to BTE immediately.

3.9 Communication

Substantive and timely communication with BTE is essential for effective collaboration. Contractors must not disclose BTE's confidential information without prior authorisation. Contractors must not publish press releases about BTE, its products or the business relationship without BTE's prior written approval.

4 People & Labour

4.1 Human Rights

Contractors shall respect all internationally recognised human rights as set out in the Universal Declaration of Human Rights, the International Bill of Human Rights, the core labour standards of the International Labour Organisation (ILO), the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct.

Contractors shall carry out appropriate and risk-based human rights due diligence to identify actual and potential adverse human rights impacts, prevent, mitigate, monitor and, where necessary, remedy them. This due diligence covers the contractor's own activities, its subsidiaries, and the relevant parts of the supply chain relating to the supply of products and services to BTE, insofar as these fall reasonably within the contractor's sphere of influence.

BTE acknowledges that the scope and depth of the due diligence it requires are proportionate to the nature, scale and risk factors of the contractor and its activities. The provision of information to BTE in the context of this due diligence is limited to what is necessary for identifying and managing risks within BTE's value chain. Contractors with fewer than 5,000

employees are only requested to provide additional information where this cannot reasonably be obtained by other means.

Contractors shall not cause any adverse human rights impacts, shall not contribute to such impacts, and shall take appropriate measures to prevent, mitigate or remedy such impacts that are directly linked to their activities, products, services or business relationships.

Contractors shall ensure, as a minimum:

- the prohibition of child labour;
- the prohibition of forced labour and modern slavery;
- equal treatment and non-discrimination;
- freedom of association and the right to collective bargaining;
- safe and healthy working conditions;
- respect for the dignity, privacy and fundamental rights of workers and other potentially affected stakeholders.

Contractors shall have accessible and effective mechanisms in place for reporting, complaints and remedial action, and shall cooperate in remedying any adverse human rights impacts for which they are responsible or to which they have contributed.

Contractors promote the responsible sourcing of raw materials and, where reasonably possible, avoid materials originating from conflict-affected areas or sources that contribute to human rights violations.

Contractors shall comply with all applicable laws and regulations relating to human rights and corporate responsibility. Insofar as the contractor falls directly within the scope of the EU Corporate Sustainability Due Diligence Directive (Directive (EU) 2024/1760, CSDDD) or its national implementing legislation, the contractor shall comply with the resulting obligations. Contractors who do not fall directly within the scope of the CSDDD acknowledge that BTE may, on the basis of its own legal obligations, request information as part of BTE's due diligence procedure, subject to the proportionality limits referred to in the preceding paragraph.

4.2 Working conditions

Contractors shall ensure a safe, healthy and respectful working environment and shall comply with all applicable labour laws and regulations.

Employees have access to the education, training, skills and resources necessary to carry out their work safely and responsibly.

Working hours, rest periods, wages, overtime pay, leave arrangements and other terms and conditions of employment shall meet, as a minimum, the applicable legal requirements and sectoral agreements. Wages shall be paid on time and set out transparently.

Contractors shall promote a working environment in which employees can freely express their opinions without fear of reprisals, and shall respect the right to freedom of association and collective bargaining in accordance with applicable legislation and international labour standards.

Contractors must have a procedure in place enabling employees and other stakeholders to report suspected breaches of legislation, human rights, integrity rules or this Code of Conduct safely and without risk of reprisals.

Contractors shall have an internal reporting procedure in place that enables employees and other stakeholders to report suspected breaches of legislation, human rights, integrity rules or this Code of Conduct safely and without risk of reprisals. Contractors who are required by applicable legislation (including the Whistleblower Protection Act) to have an internal reporting procedure shall ensure that this procedure complies with the legal requirements. Contractors who are not legally obliged to have an internal reporting procedure are expected to provide a functionally equivalent alternative that, as a minimum, allows for anonymous or confidential reporting, provides an acknowledgement of receipt and sets a reasonable timeframe for follow-up.

5 Sustainability & Environment

5.1 Environment

Contractors shall comply with all applicable national, local and international environmental laws and regulations and act in accordance with internationally recognised standards for responsible business conduct, including the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct.

Contractors shall identify, assess, prevent, minimise and monitor the actual and potential adverse environmental impacts of their activities, products and services.

Contractors shall strive for the efficient use of energy, water, raw materials and other natural resources, and shall take measures to prevent and reduce waste, emissions, pollution and noise nuisance.

Contractors handle hazardous substances, water, biodiversity and waste streams responsibly and take appropriate measures to prevent harm to people and the environment.

In doing so, the use of packaging and packaging materials is minimised as far as possible, and the packaging materials used are taken back by the contractors for processing at source.

Contractors shall comply with all applicable requirements of the REACH Regulation (Regulation (EC) No 1907/2006) and the RoHS Directive, and shall ensure that prohibited or restricted substances are not used in products or processes covered by these regulations. In particular, at BTE's request, contractors shall provide information on the presence of substances included on the REACH Candidate List of Substances of Very High Concern (SVHCs), insofar as they are present in supplied products or articles above the applicable concentration threshold.

5.2 Climate and CO₂ emissions

Contractors shall, to the extent appropriate to the nature and scale of their activities, measure and manage their energy consumption and the associated greenhouse gas emissions.

Contractors shall take measures to reduce the use of fossil fuels, improve energy efficiency and, where possible, utilise renewable energy sources.

At BTE's request, contractors shall provide relevant information on their energy consumption, CO₂ emissions and reduction measures, insofar as these relate to the products and services supplied. Contractors shall also provide, to the extent reasonably available, relevant product-related sustainability information, including LCAs, EPDs, information on the origin of materials, the proportion of recycled raw materials, circularity data and material passports.

6 Health & Safety

Contractors shall comply with the applicable laws and regulations regarding working conditions, health and safety in the countries in which they operate.

Contractors must familiarise themselves with the safety instructions applicable at the relevant site and, as a minimum, adhere to the three safety rules set out below when working or present at any of BTE's sites:

- We follow the safety regulations.
- We hold each other accountable for safe and unsafe behaviour.
- We think before we start work.

Contractors carrying out work at a BTE site must familiarise themselves with and agree to the applicable safety protocol for that site in advance.

7 Information, privacy & security

7.1 Intellectual property and confidential information

Contractors shall respect intellectual property rights, including those of BTE. Appropriate measures shall be taken to prevent the disclosure or unauthorised use of confidential information made available by BTE.

7.2 Protection of personal data and information security

Contractors shall comply with all applicable laws and regulations relating to the protection of personal data, including the General Data Protection Regulation (GDPR). Contractors shall protect the personal data of BTE employees and other data subjects and shall use such data exclusively for legitimate, transparent and lawful business purposes.

Contractors shall take appropriate technical and organisational measures to protect personal data, systems and information against loss, misuse, unauthorised access, alteration and destruction.

Insofar as a contractor acts as a data processor within the meaning of Article 28 of the GDPR in the course of carrying out its work for BTE, the rights and obligations of the parties shall be set out in a separate data processing agreement that complies with the requirements of Article 28 of the GDPR. In the event of any conflict between this code of conduct and the data processing agreement, the data processing agreement shall prevail with regard to the processing of personal data on behalf of BTE.

7.3 Reporting data breaches/security incidents

Contractors shall report (suspected) data breaches and other security incidents relating to the client's data or information to the client without delay upon discovery and shall provide all necessary cooperation in the follow-up and resolution thereof.

8 Chain of responsibility

BTE's direct contractors are expected to take responsibility for requiring compliance with this Code of Conduct from their own direct contractors and subcontractors involved in carrying out work for BTE, and to ensure compliance with these principles. This obligation extends as far as is reasonably within the contractor's sphere of influence.

9 Declaration of Agreement

This Supplier Code forms an integral part of the contractual relationship between BTE and the contractor. The contractor declares that it has taken note of this Code of Conduct for Contractors, understands its contents and will ensure compliance with it.